

Membership Policy

1. Introduction

- 1.1. This Membership Policy (**Policy**) is a policy of Enterprise Learning Projects ABN 47 146 909 757 trading as 'Impact North' (**Company**), which is a company limited by guarantee that is governed by a Board established under its constitution (**Constitution**).
- 1.2. The Company is registered with the Australian Charities and Not-for-profits Commission (**ACNC**) and has deductible gift recipient endorsement as a public benevolent institution.

2. Statement of Intent for the Impact North Community

- 2.1. The Company is an Aboriginal controlled not-for-profit organisation. The Company empowers remote Aboriginal and Torres Strait Islander entrepreneurs and social enterprises to transform their communities through enterprise development. The Company believes that when we invest in entrepreneurs and social enterprises, they create lasting positive change in their communities. Through business and social innovation, dreamers become leaders—and communities grow stronger.
- 2.2. Social Enterprise Australia is the national peak body for social enterprise. They advocate for and connect the sector to unlock the impact of social enterprise.
- 2.3. The Impact North Community is an initiative of the Company that exists to connect the Northern Territory's social enterprise ecosystem (including Aboriginal & Torres Strait Islander businesses, social enterprises, and supporting individuals and organisations) with each other and opportunities that support the furthering of their impact.
- 2.4. When joining the Impact North Community, applicants have the option to join Social Enterprise Australia. This will mean Members have direct access to a national community, as well as the opportunity to contribute to advocacy and strategy development for the social enterprise at the national and global level.

3. Definitions

- 3.1. Unless otherwise defined, definitions in this Policy have the following meaning:

Associate Member	Means a Member that is classified as an Associate Member in accordance with clause 6.3.
Board	Means the Board of Directors for the Company, as established under the Constitution.

Code of Conduct and Community Professional Standards	Means the Code of Conduct and Community Professional Standards set out in Schedule 2, as amended by the Company from time to time.
Dual Member	Means a Member that has not elected to opt-out of the dual membership option, through which a Member of the Company is entitled to membership of SEA under the equivalent membership tier and vice versa. Dual Membership has a corresponding meaning.
Impact North Community	Means the initiative of the Company as described in clause 2.3.
Member	Means a person, corporation or organisation admitted as an Associate Member or Social Enterprise Member under this Policy. For the avoidance of doubt, while the term 'Member' is used to describe Members admitted under this Policy, Members admitted under this Policy have the rights and obligations set out in this Policy and are not members under the Company's Constitution with governance rights.
Membership Committee	The Membership Committee is a designated committee established and managed by the CEO of the Company under delegated authority from the Board, with delegated authority from the Board for reviewing and deciding membership applications, removing members, determining membership fees and otherwise managing the Impact North Community in accordance with this Membership Policy.
SEA or Social Enterprise Australia	Means Social Enterprise Australia Ltd ABN 33 657 619 139.
Social Enterprise Member	Means a Member that meets the criteria in clause 6.2 and is classified as a Social Enterprise Member.

4. Policy Coverage

- 4.1. This Policy applies to any persons, corporations or organisations that apply to be, or are admitted as, Members under this Policy.
- 4.2. This Policy (including the Schedules) may only be amended from time to time by the Board.
- 4.3. For the avoidance of doubt, the Board in its discretion may amend this Policy to reflect a decision to determine, vary or replace:
 - a. the Member categories or tiers (including the rights attaching, or not attaching, to a particular category or tier of Member); and
 - b. the qualifications for admission, and continued status as a Member, in a particular category or tier of membership (including any Member fees payable on application or on a periodic basis).

5. Purpose of Policy

5.1. The Policy is intended to:

- a. establish the Member categories and set out the eligibility criteria and rights and responsibilities of Members;
- b. assist the Company with all Member related matters; and
- c. assist Members and membership applicants understand the membership eligibility requirements, membership application process and the rights and responsibilities of Members.

6. Member eligibility

- 6.1. A person, corporation or organisation that is Australian-based and meets the criteria for a membership tier below can apply to become a Member under the relevant tier.
- 6.2. A person, corporation or organisation that is verified as a social enterprise under the People and Planet First framework, or any other social enterprise verification or certification framework used by the Company to assess eligibility to be classified as a Social Enterprise Member from time to time, may apply to be classified as a Social Enterprise Member.
- 6.3. A Member that does not meet the criteria in clause 6.2 or otherwise does not apply for classification as a Social Enterprise Member will be an Associate Member.
- 6.4. For the avoidance of doubt, the Member tiers set out below apply to both Social Enterprise Members and Associate Members, however Members classified as Social Enterprise Members, and Members who are also from remote Aboriginal and Torres Strait Islander communities, may be entitled to additional benefits.

Member tiers	
Category	Criteria
Start-up	For individuals or organisations in their early stages of trade, with a turnover under \$500K per annum.
Scale-up	For organisations in scale-up stage, where turnover is between \$500K and \$2M per annum.
Tier 1	For organisations where turnover is between \$2M and \$5M per annum.
Tier 2	For organisations where turnover is between \$5M and \$10M per annum.
Tier 3	For organisations with a turnover of \$10M+ per annum

Note 1: Individuals are only eligible to be admitted under the 'Start-up' tier.

Note 2: The applicable tier should be based on the applicant's last full financial year's annual turnover.

6.5 Further details on the rights and obligations of Members are set out below in clause 10.

7. Becoming a Member

7.1. Applications for admission as a Member:

- a. may be made by any person, corporation or organisation that meets the eligibility criteria in clause 6; and
- b. must be made using the online application form available at www.impactnorth.org.au.

7.2. Upon receipt of an application in accordance with clause 7.1, the Company and, where the applicant has not opted out of Dual Membership, SEA, will consider the application.

7.3. Where the Company or, where the applicant has not opted out of Dual Membership, SEA, require further information to assess eligibility for membership (which may include supporting documents, including financial statements, to verify the appropriate membership tier), assessment of the application is deferred until all information required by the Company or SEA (as applicable) is provided by the applicant.

7.4. The Company may in its discretion refuse to accept an application from a prospective Member.

7.5. If an applicant is assessed as being eligible for membership, upon payment of the membership fee for the relevant tier (if applicable), the applicant will:

- a. receive confirmation of acceptance of their application; and
- b. be added to the register of Members.

7.6. Unless an applicant opts-out of Dual Membership when applying for membership in accordance with clause 7.1, the applicant will, if the application for membership of the Company is approved, also become a member of SEA under the equivalent membership tier.

7.7. For the avoidance of doubt, the terms and conditions applying to membership of SEA are governed by SEA, and any Dual Members should refer to SEA's website for information regarding the rights and obligation of SEA members and circumstances where membership of SEA may cease.

7.8. The rights and privileges of each Member are personal to the Member and are not transferable by the Member's own act or by operation of law.

8. Ceasing to be a Member

8.1. A Member will cease to be a Member:

- a. if the Member gives the Company written notice of resignation, from the date of receipt of that notice;
- b. if the Membership Committee by resolution terminate the membership of a Member:
 - i. whose conduct, position or circumstances in the opinion of the Membership Committee renders it undesirable that that Member continue to be a Member, including where the Member has not complied with the Code of Conduct and Community Professional Standards; and
 - ii. only after the Member has been given notice of the proposed decision and has had the opportunity to be heard by the Membership Committee;
- c. if the Membership Committee by resolution terminate the membership of a Member who was a Dual Member, and ceased to be a member of SEA as a result of that Member's conduct or other noncompliance with SEA's requirements; or
- d. where the Member fails to pay any required membership fees by the applicable due date for payment (unless agreed otherwise between the Member and the Company).

8.2. Where a Member's status as a Member ceases in accordance with clause 8.1, the Member is not entitled to any refund, pro rata or otherwise and the Company will not refund any fees that have already been paid.

9. Member acknowledgement

- 9.1. By applying to become a Member, an applicant agrees to support the Company's objects and adhere to this Policy, including the Code of Conduct and Community Professional Standards.
- 9.2. If a Member is a Dual Member, the Member is also subject to any terms and conditions set by SEA applying to membership of SEA.
- 9.3. Members have no authority to act on behalf of or bind the Company, and must not imply or represent otherwise.
- 9.4. The Company's name and logo may only be used with permission and in accordance with any relevant rules and procedures.
- 9.5. Both the Company and any person, corporation or organisation that applies to be admitted, or is admitted, as a Member agrees that the rights and obligations of Members are those set out in this Policy as amended from time to time, and the Company's Constitution does not apply to Members. The Company's Constitution does not create any contractual relationship between the Company and Members.

10. Membership categories and rights

Members		
Eligibility Criteria	Open to persons, corporations or organisations that meet the eligibility criteria set out in clause 6 of this Policy.	
Fee	Members are required to pay the applicable annual fee determined by the Company to obtain and retain Member status. The fee will be determined by the Company (see Schedule of Fees – Schedule 1). The applicable annual fee must be paid annually for membership to be renewed for the following year. May be required to pay an admission fee to apply to become a Member. Dual Members are only required to pay a single membership fee, which is payable to the organisation that the applicant directly applied for membership of.	
No Member Entitlements	Members are not entitled to attend or vote at general meetings of the Company, and are not entitled to vote on written resolutions.	
Benefits	All tiers	• Discounted local events • Discounted meeting space bookings • Unlimited job, project and event promotion listings on Impact North channels • Directory listing on Impact North website • Online and in person learning sessions • Curated monthly news and opportunities • Paid verification fee for People & Planet First
	Start-up	Any additional benefits determined by the Company from time to time.
	Scale-up	Any additional benefits determined by the Company from time to time.
	Tier 1	Any additional benefits determined by the Company from time to time.
	Tier 2	Any additional benefits determined by the Company from time to time.
	Tier 3	Any additional benefits determined by the Company from time to time.
	Social Enterprise Members (in any membership tier)	Social Enterprise Members may be entitled to additional membership benefits, as determined by the Company from time to time.
	Remote Aboriginal and Torres Strait Islander Members (in any membership tier)	Any Members from remote Aboriginal and Torres Strait Islander communities may be entitled to additional membership benefits, as determined by the Company from time to time.

11. Review of Policy

This Policy will be reviewed every two years by the Board.

12. Approved and adopted

This Policy was approved and adopted by the Board on 18th August, 2025.

Version	Date of adoption	Date of next review
1	18th August, 2025	18th August, 2027

Schedule 1 — Schedule of Fees

This Schedule applies to fees for persons, corporations or organisations admitted as Members of the Impact North Community, under the Membership Policy of Enterprise Learning Projects, trading as 'Impact North' (**the Company**).

The Company will determine fees going forward and the updated fees will be made available through the Company's website. Fees may be paid in advance but are subject to increase in the following financial year. Any difference in fees will be invoiced to the Member and is required to be paid in accordance with any Member fee requirement set out in this Membership Policy.

Financial Year	Member – Start-up tier (AUD)	Member – Scale-up tier (AUD)	Member – Tier 1 (AUD)	Member – Tier 2 (AUD)	Member – Tier 3 (AUD)
2025-26	\$150.00	\$250.00	\$350.00	\$500.00	\$750.00
2026-27					

Schedule 2 — **Code of Conduct and Community Professional Standards**

In this Code of Conduct and Community Professional Standards:

- a. 'Impact North' means Enterprise Learning Projects ABN 47 146 909 757 trading as 'Impact North'; and
- b. 'Community member' means a person, corporation or organisation admitted as an Associate Member or Social Enterprise Member under Impact North's Membership Policy.

2. Code of Conduct

At Impact North, We empower remote Aboriginal and Torres Strait Islander entrepreneurs and social enterprises to transform their communities through enterprise development.

When engaging with Impact North, you are working with people and organisations who share a commitment to creating positive impact in remote and regional communities in Northern Australia. Our values guide how we work together, support each other, and create meaningful change. They shape our interactions, decision-making, and the way we collaborate.

Each value has specific expectations for how all stakeholders should conduct themselves when engaging with Impact North. By understanding and embodying these values, you help create an environment where everyone can thrive, learn, and contribute effectively to our shared mission, whether you're a community member, partner organisation, contractor, or collaborator.

2.1 Cultural Safety Responsibility

Cultural safety responsibility is at the heart of how we work. It underpins our values, our program design, how we engage with communities and where we direct our energy.

You engage respectfully with diverse cultural perspectives, show genuine interest in understanding different cultural viewpoints, embrace diversity in all forms, contribute to creating safe spaces for sharing and learning, and be respectful of cultural protocols and traditions.

2.2 Respect

By practising respect, people within and around us feel equal. Everyone can contribute from a place of confidence, and we appreciate and value diversity.

You listen actively to others' stories without judgement, make efforts to address discriminatory behaviours and language, and support equitable participation for others.

2.3 Generational View

We consider not only the present, but also the past and the future. We understand that community change takes time, and many experiences have happened before this. We will slow down today, to go further tomorrow.

You consider long-term impacts when making decisions, share knowledge from past experiences, and commit to sustainable practices that benefit future generations.

2.4 It Takes Bravery

We are unafraid to take on new challenges and unlearn old ways in order to get to a better place. We also acknowledge the courage of the entrepreneurs in our world who take great risks to make a better future a reality.

You take initiative to try new approaches and solutions, share challenges and learnings openly, and step out of comfort zones in support of our shared goals.

2.5 Better Together

Together we are greater than the sum of our parts, and we collaborate with the world around us to ensure that remote entrepreneurs get the best opportunities. You foster collaborative relationships, share knowledge and resources to help others succeed, and embrace opportunities to connect and share with others.

3. Community Professional Standards

As members of the Impact North community, individuals and organisations commit to upholding ethical standards that support our shared vision for positive impact in Northern Australia. These standards apply to all community members, partners, entrepreneurs, contractors, and collaborators. They complement our values and ensure we maintain integrity in all our relationships.

3.1 Legal Compliance Responsibilities

All Impact North community members are expected to maintain legal compliance by adhering to all applicable laws, regulations, and professional standards relevant to their activities. This includes industry-specific regulations, workplace health and safety laws, and broader legal frameworks governing business and community operations.

Impact North community members must advise Impact North as soon as reasonably practicable of any criminal conviction.

Confidentiality must be maintained for all sensitive information shared within the community. This means not disclosing information shared in confidence, securing sensitive data appropriately, and being mindful of privacy considerations in all communications and activities.

We respect intellectual property rights and copyright laws by properly attributing work to its creators, obtaining appropriate licenses for content use, and not sharing or using copyrighted materials without permission. Before sharing others' content or information, always secure necessary permissions and provide proper attribution.

3.2 Professional Conduct Standards

Impact North community members commit to honest and transparent business practices. This includes clear communication about capabilities and limitations, truthful representation of products and services, and accountability for outcomes and impacts.

We acknowledge that conflicts of interest may arise in collaborative environments. Community members should proactively identify potential conflicts, disclose them when they cannot be avoided, and work with Impact North representatives to manage them appropriately. When in doubt about whether a situation constitutes a conflict of interest, seek guidance from Impact North leadership.

Professional boundaries must be maintained in all interactions. This means respecting personal and professional limits, avoiding inappropriate requests or relationships, and ensuring all engagements remain focused on our shared mission and values.

3.3 Creating Safe and Inclusive Environments

Impact North maintains zero tolerance for discrimination based on race, gender, age, disability, religion, or any other protected characteristic. We actively work to identify and address discrimination in all its forms, from overt actions to subtle systemic barriers.

Harassment, bullying, and intimidation have no place in our community. All members commit to interactions free from these behaviours, whether in person, online, or in any other context related to Impact North activities.

Beyond merely avoiding negative behaviours, we actively promote inclusive environments where diverse perspectives are valued, people feel safe to participate fully, and everyone can contribute to our shared goals. This means inviting different viewpoints, making space for all voices, and celebrating the unique contributions of each community member.

3.4 Safeguarding vulnerable people

In this section, '**Vulnerable People**' means individuals who are more vulnerable to harm, exploitation or abuse based on various factors, including but not limited to age, physical conditions, First Nations background, mental illness or intellectual disability, education level and economic or social circumstances.

Impact North community members are expected to:

- a. take care to ensure Vulnerable People are protected from harm or exploitation (including physical, psychological and financial harm or exploitation);
- b. be proactive in identifying and managing risks relating to Vulnerable People;
- c. not work or interact with Vulnerable People in connection with their role as Impact North community members, without prior written authorisation; and
- d. immediately report any concerns that Vulnerable People may be exposed to harm or exploitation by Impact North or its personnel.

3.5 Fraud and Corruption

Impact North community members must:

- a. not solicit gifts or benefits in connection with their role as Impact North community members;
- b. not accept gifts or benefits or any inducements which may obligate, compromise or influence the member or Impact North; and
- c. immediately report any suspected fraud, corrupt, criminal, unethical conduct or maladministration.

3.5 Digital Engagement

Impact North community members are expected to engage responsibly in digital spaces by using platforms for their intended purposes, maintaining professional standards online, protecting sensitive data, and representing the organisation appropriately.

When using AI tools, members must ensure data privacy, verify accuracy, acknowledge AI use, and maintain human oversight. In social media engagement, members should clearly distinguish personal opinions from organisational positions and respond constructively to criticism.

For all content sharing, explicit informed consent must be obtained, cultural protocols respected (especially regarding Indigenous content), and consent treated as an ongoing process that can be withdrawn at any time.

4. Consequences of Non-Compliance

In this Code of Conduct and Community Professional Standards, '**Member Misconduct**' means conduct and behaviours which fall short of, or directly contravene, the expected standard of conduct and behaviour as detailed in this Code of Conduct and Community Professional Standards.

An Impact North community member will be considered to have engaged in Member Misconduct if the member:

- a. breaches the Code of Conduct and Community Professional Standards;
- b. is found guilty by a court of law of a criminal offence which is punishable by imprisonment;
- c. engages in conduct which is dishonest or fraudulent;
- d. engages in conduct which causes, or has the potential to cause, damage to Impact North or the sector's reputations or relationship with stakeholders; or
- e. obtained admission as a member by improper means.

Any failure by a member to comply with the Code of Conduct and Community Professional Standards or other Member Misconduct may result in disciplinary action based on how serious the violation is. This could include warnings, temporary loss of membership benefits, membership termination, or being excluded from future Impact North activities.

5. How to Report a Concern

If a member has a concern regarding noncompliance with the Code of Conduct and Community Professional Standards or other Member Misconduct, the member must provide notification of the concern as soon as possible. Members can submit concerns regarding noncompliance with the Code of Conduct and Community Professional Standards or other Member Misconduct through multiple channels, including email to hello@impactnorth.org.au, the secure form on our website at [impactnorth.org.au/contact](https://www.impactnorth.org.au/contact), or directly to our CEO or a Board Member. Reports must not be frivolous, malicious or vexatious.

We respect anonymous reporting when confidentiality is preferred, and all reports are treated with strict confidentiality, with information shared only with those directly involved in addressing the concern.

We will internally investigate all concerns reported to us relating to Member Misconduct. We use best efforts to ensure all investigations are conducted fairly, objectively, and in a timely manner. We will internally investigate all reports or, where an internal investigation may not be appropriate given the nature of the concerns raised, we will seek external support.

We will endeavour to provide regular updates on the progress of a report if the reporter's identity is known, and we strictly prohibit any retaliation against anyone who reports concerns in good faith.

For more detailed information about the reporting process, protections that may be available, and how investigations are conducted, please refer to our complete Whistleblower Policy.

Note: This clause provides general guidance on how concerns regarding noncompliance with the Code of Conduct and Community Professional Standards or other Member Misconduct will be managed. There may be circumstances where Impact North will depart from the process in the clause as determined by it in its discretion from time to time. This clause does not form part of the terms and conditions of any contract between Impact North and any other person and does not constitute a representation, warranty or promise. This clause does not impose any contractual obligations, implied or otherwise, on Impact North.