Dear Sofia,

APPLICATION FOR AFFILIATION ENQUIRY

Thank you for your organisation’s recent interest in membership affiliation/insuring with The Garden Clubs of Australia Inc.

Affiliation Fee
The affiliation fee for 2014 is $60.00 (GST included) ending December 31, 2014. There is no pro rata on the affiliation fee.
However for Clubs joining after September 2014 the next annual payment will not be due until January 2016.

Joining Fee
The joining fee for 2014 is $55.00 (GST included). This is a one-off fee to offset initial administration costs.

Initial Payment
The initial payment - of Affiliation Fee, Joining Fee and GCA Magazine is to be by cheque or money order.

Direct Debit
Following the initial affiliation payment by cheque, the payment of subsequent annual Dues and the Magazines is then by Direct Debit. This form of payment is mandatory for all affiliates. A $50.00 fee applies to Clubs not paying by Direct Debit.

Please post the Direct Debit agreement form to GCA Treasurer, PO Box 165 OATLEY NSW 2223 when you apply for affiliation.

The Direct Debit method has helped to eliminate some of the hassles of the end-year break with clubs going into recess just before Annual fees are due. It has also meant that Club’s funds are not strained at one time as the relevant amounts are deducted as they fall due. With over 640 affiliates Direct Debiting eases the burden on our volunteer treasurer eliminating the need to write out over 1300 receipts – your bank statement is your receipt. The Direct Debit Request form and information is enclosed.

Your club will be notified of the amount to be debited at least one month prior to the debit date. As the Direct Debit Request is a legal document a copy of that forwarded should be kept in a safe/secure place.

Magazine Subscription
The Magazine Subscription rate through your Club Secretary is currently $12.00pa (GST included) for the four issues. (February, May, August, and November). Copies of the Magazine are included in this pack. Magazine Subscription posted to individual member’s home address is $18.00 (4 issues from the time of subscribing) should any member prefer this.

It is strongly recommended that at least three subscriptions be taken for circulation within your club. This enables a broader band of people within your organisation being aware of GCA activities, policies, changes and announcements. Many clubs factor in the cost of the Magazine into their annual fees so that all members have a copy. A greater Magazine circulation will keep unit costs down. The magazine subscription number can be varied at any time of the year should additional members wish to receive a copy. This is done through your club secretary contacting the Magazine Subscription Officer, for the discounted rate. ($12.00 pa).

Duty of Care
This requires members to take all reasonable care to avoid acts or omissions which you can reasonably foresee would be likely to cause harm. Examples could be avoiding the use of broken equipment (chairs, tables etc) or faulty pathways or removing items left where people could trip. It requires us all to be aware of possible risks and to remedy them.
Insurance
GCA affiliated associations/clubs/societies may apply (to GCA) for insurance. Please see separate Insurance Pack for the insurance application form and for current applicable rates etc. The insurance year (i.e. from 4.00pm April 30, 2013 to 4.00pm April 30, 2014) commences in April as most companies do not like issuing premium rates just prior to the end year holiday period plus GCA has experienced problems with clubs going into recess over the holiday period.

There is no longer any premium payable in the first year, where a club joins part way through the insurance year; however there is no refund should your organization cease operation during a latter year, after that year’s premium has been paid.

Due to State requirements the insurance company is now obliged to charge the stamp duty applicable in each State, however the insurance application form states the applicable total premium.

The insurance premium covers $20m Public Liability, $20m Product Liability and a member’s Accident Policy. (The latter policy has been included because most Public Liability policies do not include volunteers and affiliate members are classified as volunteers).

The insurance premium does not include Associations Liability Insurance (Directors Indemnity), Property Insurance or Workers Compensation. Any additional insurances are the responsibility of the affiliate. If a club chooses to have these insurances that is acceptable but it must be remembered they are not part of GCA’s insurance. GCA does not receive any remuneration from the Broker or Insurance Company but offers our package as a service to our affiliates.

Certificate of Currency.
A basic certificate of currency is issued in relation to the Public & Product Liability policy stating the policy number and the amount insured. Hirers such as Market places (Plazas, stores, shopping centres, etc) and Local Councils frequently ask to sight the certificate as proof of insurance. If you require “interested parties” to be nominated on the certificate you should contact our broker, LTM Risk Partners.

Initial Cost.
Your initial Affiliation, Joining Fee, and Magazine payment is by way of cheque or money order made out to ‘The Garden Clubs of Australia Inc’. All subsequent payments (i.e. annual re-affiliation and magazine subs.) are by Direct Debit.

Should your club wish to apply for affiliation I have enclosed the necessary forms. If I can be of any assistance, please do not hesitate to contact me. Wishing you friendship through gardening.

Yours sincerely

[Signature]

Rowena Margetts
GCA Membership Secretary

PS:
Privacy Laws
As you may be aware, Privacy Laws apply for all not-for-profit organisations. The GCA issues the following statement:
The GCA Inc respects the privacy of all its members. No personal details of individual members’ will be used for any purpose other than that for which they are held, i.e. the operation of the organisation. No person’s personal details will be provided to any other party without express approval of that individual unless required by law.
All clubs must be aware of how this Privacy Law will impact on their own club. This means you cannot include a member’s personal details in any publication without their prior written approval.
OBJECTS OF THE GCA.

3 OBJECTS
The objects of the Club are -

The primary and major object of the Club is to extend the culture of gardening into the wider community for the benefit of all citizens and, in particular

3.1 To promote and encourage various aspects of community based horticulture through the following types of activities:
(a) community – through activities such as gardens for the aged, disabled or community beautification and recognition of individual and group efforts
(b) private – through encouragement of open gardens and recognition of individual efforts
(c) civic – through activities such as horticulture regeneration following natural disasters and establishment of road side rest areas.

3.2 To extend knowledge throughout the community of gardening, horticulture and its uses, and garden design:
(a) by organising seminars and training for members, members of affiliated and kindred organisations and the general public
(b) by organising and supporting the running of community garden projects
(c) by encouraging and supporting the running of garden competitions, shows, and displays and involving local residents in the management of such competitions and shows and displays
(d) by conducting Judges’ Accreditation and Garden Appreciation Courses and establishing judging standards and rules for horticultural displays and garden competitions
(e) by producing and distributing information relating to horticulture and gardening.

3.3 To educate the public in the protection and conservation of our natural resources:
(a) by developing skills in conservation and environmental preservation techniques
(b) by preparing, printing and distributing publications to educate, encourage and promote conservation and environmental preservation techniques
(c) by organising and providing guest speakers and presentations
(d) by encouraging programmes and activities in educational institutions.

3.4 To contribute to, encourage and participate in activities assisting Botanic Gardens and other like-minded horticultural institutions:
(a) by assisting with research programmes
(b) by encouraging affiliates to assist with planting and propagation programmes
(c) by encouraging volunteering in other associated activities.

3.5 To develop and co-ordinate the education of members and members of affiliated and kindred organisations through publications, conferences/workshops/seminars, correspondence and association/networking.

3.6 To co-operate with other agencies to further the interests of horticulture and conservation:
(a) by providing financial assistance or personal effort
(b) by providing horticulture expertise
(c) by providing guest speakers and presentations
(d) by publicly recognising and commending outstanding efforts.

3.7 To promote and encourage areas of floral art:
(a) through use of floral art and its contribution to private and public appreciation
(b) by providing awards for floral art efforts.

3.8 To encourage assistance to charities and to engage in activities to promote and assist charities either by financial gifts and/or affiliates efforts.

3.9 To be non-political and non-sectarian in all undertakings.

The Garden Clubs of Australia Incorporated motto shall be: "Friendship Through Gardens"
THE ADVANTAGES OF AFFILIATION

Your club can now be part of an Australian wide organisation of more than 670 like-minded clubs (approx 47,000 individuals) and will also belong to a zone of clubs in a specific geographical area. A list of affiliated clubs is available. In order to meet privacy provisions this list is only for the internal use of affiliated clubs. Clubs are linked regionally under a voluntary Coordinator who helps with matters of mutual interest and can assist in the formation of new clubs, speakers and zone friendship days, etc.

Every uneven numbered year the AGM is held out of Sydney and hosted by a regional club as part of a convention. Both occasions are ideal events where gardeners can gather socially.

GCA publishes a high quality quarterly Magazine "Our Gardens" containing articles written by gardeners for gardeners. Most of the writers are from affiliated clubs. Currently the annual cost is $18 posted to an individual's home address or only $12 through your club secretary who receives a bulk order. The Magazine is a way of keeping aware of GCA activities and of news from the clubs. The low price of the Magazine is achieved by an editorial and management team of honorary volunteers from affiliated clubs working together within the GCA Committee.

GCA has a very favourable public liability and personal accident policy under The Garden Clubs of Australia Inc. Master Insurance Scheme which is only available to affiliated clubs. Many clubs are aware they need this protection to hold meetings or to conduct activities in public places.

All clubs affiliated with GCA remain autonomous, have their own constitutions and set their own fees.

Aims and Objectives of The Garden Clubs of Australia Inc.

- To encourage friendship through gardening
- To further a knowledge of all aspects of gardening and floral art.
- To aid in the protection and conservation of our natural resources.
- To encourage civic beauty and roadside development.
- To study the fine art of gardening in all its aspects.
- To cooperate with other kindred organizations having similar aims.

GCA Info Sheet –advantages of affiliation August 2012
(b) you may also incur fees or charges imposed or incurred by us; and
(c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

4.3 You should check your account statement to verify that the amounts debited from your account are correct.

5. Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us directly on (02) 4782 4344 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account will be adjusted.

5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. Accounts

You should check:

(a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
(b) Your account details which you have provided to us are correct by checking them against a recent account statement.

7. Confidentiality

7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our Committee, employees or agents who have access to information about you do not make any unauthorized use, modification, reproduction, or disclosure of that information.

7.2 We will only disclose information that we have about you:

(a) to the extent specifically required by law; or
(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to PO Box 7073 LEURA NSW 2780

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us.

8.3 Any notice will be deemed to have been received two business days after it is posted.
DIRECT DEBIT REQUEST
SERVICE AGREEMENT

DEFINITIONS  
Account means the account held at your financial institution from which we are authorized to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between you and us.

Business day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit day means the day that payment by you to us is due.

us or we means The Garden Clubs of Australia Inc you have authorized by signing a direct debit request.

You means the club who signed the direct debit request.

Your financial institution is the financial institution where you hold the account that you have authorized us to arrange to debit.

1. Debiting your account
   1.1 By signing a direct debit request, you have authorized us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.

   1.2 We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the direct debit request, a billing advice which specified the amount payable by you to us and when it is due.

   1.3 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. Changes by us
   2.1 We may vary any details of this agreement or a direct request at any time by giving you at least thirty (30) days' written notice.

3. Changes by you
   3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on (02) 4782 4344.

   3.2 If you wish to stop or defer a debit payment, you must notify us in writing at least thirty (30) days before the next debit day. This notice should be given to us in the first instance.

   3.3 You may also cancel your authority for us to debit your account any time by giving us thirty (30) days' notice in writing before the next debit day. This notice should be given to us in the first instance.

4. Your obligations
   4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a direct debit payment to be made in accordance with the direct debit request.

   4.2 If there are insufficient clear funds in your account to meet a debit payment:
   (a) you may be charged a fee and/or interest by your financial institution;
DIRECT DEBIT REQUEST

Complete this form and return to: The Garden Clubs of Australia Inc.
P O Box 165
OATLEY NSW 2223
If you have any enquiries please call the Treasurer on 02 9580 1413

Clubs’ Authority

Name of your Garden Club

Authorise you

Name of Debit User

User ID

The Garden Clubs of Australia Incorporated 069621

to arrange for funds to be debited from our account at the financial institution
identified below and as prescribed below through the Bulk Electronic Clearing System.

This authorisation is to remain in force in accordance with the terms described in the
attached Direct Debit Request Service Agreement.

We request that you debit our account in accordance with our Agreement.

Signature

Date

To be signed by account signatories

Signature

Date

Details of the Account to be debited

Name of the Financial Institution – Bank/Credit Union/Building Society

Club Account Name

BSB Number

Account Number

Direct Debit payments are for Annual Affiliation Fees, Annual Magazine
Subscriptions and from 30.4.12 Insurance Premiums.
Direct debit dates and dollar values will be advised in writing at least 30 days
before the due date.

The club acknowledges receiving and reading the Direct Debit Request Service Agreement and agrees
to its terms. The Direct Debit arrangements continue until ended as set out in the Service Agreement.

Signed by

Club signatories

Dated

GCA Form B – Direct Debit - January 2014
APPLICATION FOR AFFILIATION - 2014

Privacy Statement: The GCA Inc respects the privacy of all its members. No personal details of individual members will be used for any purpose other than that for which they are held, i.e. the operation of the organisation. No person's personal details will be provided to any other party without express approval of that individual unless required by law. By applying for membership the affiliate executive (President, Secretary, Treasurer) consent to provide such details as their name and address.

CLUB NAME

CLUB'S REGISTERED INCORPORATION NUMBER:

Has it been necessary for your Club/Society to make an insurance claim?  

(If yes please attach details)

Do you operate a community garden?: Yes/No. If yes, please complete the attached Declaration.

We support the aims of the Garden Clubs of Australia Inc. and in the event of admission as a member, we agree to be bound by the rules of Garden Clubs of Australia Inc. for the time being in force and hereby apply to become an affiliate.

President's Signature: ............................................ Secretary's Signature: ........................................

Date:  ..................................................... NO. OF MEMBERS ..................................................

(Total fee paying membership including Junior Members)

Joining fee (GST included)  (a)  $55.00
Affiliation fee for 12 months commencing 1 Jan 2014 (GST included)  (b)  $60.00

* Magazine @ $12.00 per year (4 issues)  ............... copies @ $12.00  (c)  $...........

Total (a) + (b) + (c)  $...........

*It is suggested that at least three subscriptions be taken for circulation within your committee.

Many clubs factor the cost of an Annual Magazine Subscription for "Our Gardens" into their own Annual Fees. Clubs that do not do this are asked to encourage as many of their members as possible to subscribe at the reduced rate of $12.00 (GST included). (Normal subscription rate, Magazine delivered to individual subscriber's address, is $18.00. The GCA makes this request in order to maintain the Magazine as a low cost, quality and viable production. The Magazine is issued quarterly. (February, May, August, November)

Cheque/money order to be made payable to: The Garden Clubs of Australia Inc.

Please send the completed form with your Cheque / Money Order to:

GCA MEMBERSHIP  38 Harding Street, Kallangur, QLD 4503

Note: For insurance cover please see separate Insurance Package Envelope for Premium form, and information about the insurance coverage etc.

Please complete BOTH sides of this form.  
Check Page 2—

GCA Form A – Affiliation Application 2012 – January 2014 1
COMMUNITY GARDENS QUESTIONNAIRE

<table>
<thead>
<tr>
<th>Name of Applicant:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the organisation not-for-profit?</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Is the organisation run by a structured committee? If no, please provide details below.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Does anyone involved in the running of the community garden receive remuneration for doing so?</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Who owns the land to be used?</td>
<td></td>
</tr>
<tr>
<td>Are only gardening activities carried out at the Community Garden? If no, please provide details below.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Is any produce grown in the Community Garden regularly sold to the general public? If yes, please provide details below.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Any additional information:</td>
<td></td>
</tr>
</tbody>
</table>

DECLARATION

I hereby declare that the above statements are true and correct:

FULL NAME:

ADDRESS:

POSITION HELD:

SIGNATURE:

DATE:
Application for Insurance 2013/14

This Club wishes to apply for coverage under The Garden Clubs of Australia Inc insurance package (Liability and Members Accident). We understand being an umbrella policy that a common renewal date will be 30th April each year. We have already forwarded and paid the affiliation to the GCA.

Contact Details

Club Name: ____________________________
Contact Name: ____________________________
Postal Address: ____________________________
Phone/Fax/Email: ____________________________

Insurance Premiums

Set out below are the 2013 - 2014 Insurance premiums for Public Liability cover and Members Personal Accident policies. However please note that no payment is required for 2013-2014 from newly affiliated clubs joining part way through the 2013-2014 insurance year (*).

Total Membership at the time of Application: ____________
(Please ensure Family Memberships are included as a per head cost and Junior memberships are included.)

Do you host any “large events” (i.e. annual garden festivals open to the public) YES/NO

If yes, please complete attached questionnaire as extra cover may be required

Current Insurance Premiums - $20M Liability cover and Members Accident Policies

<table>
<thead>
<tr>
<th>No of Members</th>
<th>Total Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 30</td>
<td>$100.00</td>
</tr>
<tr>
<td>31-60</td>
<td>$120.00</td>
</tr>
<tr>
<td>61-90</td>
<td>$150.00</td>
</tr>
<tr>
<td>91-120</td>
<td>$180.00</td>
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<tr>
<td>121-200</td>
<td>$250.00</td>
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<tr>
<td>201-400</td>
<td>$300.00</td>
</tr>
<tr>
<td>401-600</td>
<td>$400.00</td>
</tr>
<tr>
<td>601-800</td>
<td>$500.00</td>
</tr>
<tr>
<td>801-1000</td>
<td>$600.00</td>
</tr>
<tr>
<td>1000+</td>
<td>$800.00</td>
</tr>
</tbody>
</table>

(*) However clubs affiliating just prior to the start of the 2014-2015 insurance year will need to contact GCA to obtain the 2014-2015 insurance premiums and then draw a cheque for their first full year’s premium, (payment will be by DD in following years) in favour of the Garden Clubs of Australia Inc.

Return form/cheque to: The Garden Clubs of Australia Inc
PO Box 7073, LEURA NSW 2780

Declaration

We hereby declare the total membership is true and correct and acknowledge receipt of the Financial Services Guide and Personal Accident Product Disclosure Statement.

Name: ____________________________ Date: ____________________________
Signature: ____________________________ Position: ____________________________

Once the completed form and payment has been received, your Tax Invoice and a Certificate of Currency will be posted to you.
EVENT FORM

Your Details
Full Name: ____________________________________________

_________________________________________ ABN: _______________________

Gross Annual Turnover ________________________________________

Annual Events
How many events do you organize annually? _________________________________

What is the maximum number of attendees at any event? _______________________

What is the average number of attendees expected? ____________________________

Do your events involve public participation? Yes □ No □

If yes, how many participants take part annually? ____________________________

What events do they participate in? _______________________________________

Third Party Agreements
Give details on any agreements you have made under which you have:

(a) Accepted Liability which would not normally be your responsibility Yes □ No □
(b) Given away your legal rights of recovery from other parties: Yes □ No □
(c) Do you engage contractors &/or sub-contractors Yes □ No □

What services are contracted out? _______________________________________

_________________________________________ Are they required to have Public & Products Liability Insurance? Yes □ No □

What steps do you take to ensure that contractors have valid insurances in place?

_________________________________________

Are there any stunt performances, firework displays, sporting activities, etc. that are required to be covered by this insurance policy? Yes □ No □

If so, please advise what activity is required to be covered: _______________________

Spectator Safety
What protection is in place for spectators to ensure their safety? _______________________

_________________________________________

The information I have provided is true and correct. I understand no insurance is in place until such time as the insurer has confirmed acceptance of this proposed insurance.

Signature: _____________________________________________________________________

Position Title __________________________________________________________________ Date __/__/____

(Please return completed form to Garden Clubs Australia - P O Box 7073, LEURA, NSW 2780)
Insurance Scheme Summary of Covers
The Garden Clubs of Australia
Prepared 10th January 2013

The Information contained in this circular should be retained and read by all club committee members and then filed in a safe place for future reference.

**Personal Accident** (Voluntary Workers)

The policy provides benefits in the event of death, incapacity of a member, resulting from an accident whilst the member is engaged in any activity organised or sponsored by their Club, including direct uninterrupted travel to & from such activities.

**Insured Persons:** All Voluntary Workers of the Insured including club directors & committee members

**Age Limit:**

It is hereby noted and agreed that the age limit under this policy is extended to ninety years (90) years of age. All cover shall cease for any member upon attaining the age of ninety (90) years of age.

It is further noted and agreed that the INSURED EVENT 1 ACCIDENTAL DEATH is reduced to $10,000 for any INSURED PERSON eighty one years (81) or over.

It is further noted and confirmed that INSURED EVENT 2 - PERMANENT TOTAL DISABLEMENT is deleted from the policy for any INSURED PERSON seventy six (76) years of age or over.

**Scope of Cover:** Whilst on Voluntary Work for and on behalf of the Club including direct uninterrupted travel to & from such activities.

**Benefits:**

- **Death & Capital:** $75,000
- **Weekly Accident:** 85% of weekly salary to a maximum of $500 per week for a period of 52 days.
- **Student Tutorial:** 80% of all actual & reasonable incurred charges to a maximum weekly benefit of $750, limited to 26 weeks & a 7 day waiting period.
- **Domestic Home Help:** 80% of all actual & reasonable expenses up to a maximum weekly benefit of $750. Limited to a maximum of 26 weeks & a 7 day waiting period.
- **Non-Medicare Medical Expenses:** Up to $1,000 maximum. An excess of $50 applies per claim.

*The Health Insurance Act does not permit insurers to provide coverage for Medicare Medical Expenses.*
Example of Cover: A member sustained a deep cut to the hand after setting up chairs for a meeting. As a result, the member could not attend work for 4 weeks and was therefore able to make a claim.

Potential Claim: If any member wishes to make a claim, all relevant paperwork must be forwarded to LTM Risk Partners and should be not be lodged through any other channel. Please refer to the Policy Wording held by the GCA.

Public & Products Liability
This policy indemnifies The Garden Club of Australia and all affiliated Clubs against negligence claims bought against them by third parties for personal injury or property damage as a direct result of the clubs activities.

Public Liability Claim Example:
The Clubs hold a Garden Show at local town hall. One of the stalls collapses, injuring passer-by’s, he injured persons hold the Club responsible for all costs & expenses.

Product Liability Claim Example:
The Clubs sell raffle tickets for fundraising. The prize is a food hamper, including meats. The winner of the hamper contracts salmonella poisoning, holds the club responsible for all costs & expenses.

Certificates of Currency:
Will be held at The Gardening Clubs of Australia, who will issue upon request. If the insurance premium is not paid by 30 April, there will be no insurance coverage in place and the Certificate will not be valid.

Contractual Liability, Subrogation, Assumed Liabilities & Legal Expenses Incurred:
You will prejudice your rights of a claim if, without prior agreement from our insurer:

a) You make any agreement assuming additional liability unless such liability would have attached to you not withstanding such agreement
b) You make any agreement that will prevent the insurer from recovering the loss from a third party
c) You incur or agree to incur Legal Expenses without first receiving written consent from our insurer.

**These “agreement” clauses are often found in leased and/or contractual agreements. Please review all your contractual agreements to make sure that you have NOT breached your policy terms & conditions. If you are doubt, please contact LTM Risk Partners.

Disclaimer
The information provided in this document is a summary only and is always subject to the Terms and Conditions of The Garden Clubs of Australia insurance contracts.
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount/Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limit of Liability Public Liability</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Limit of Liability Products Liability</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Goods in care Custody &amp; Control</td>
<td>$50,000</td>
</tr>
<tr>
<td>Community gardens</td>
<td>Included</td>
</tr>
<tr>
<td>Member to member Liability</td>
<td>Included</td>
</tr>
<tr>
<td>Principals Indemnity</td>
<td>Included</td>
</tr>
<tr>
<td>All Official activities of clubs</td>
<td>Included</td>
</tr>
<tr>
<td>Tenants Liability</td>
<td>Included</td>
</tr>
<tr>
<td>Goods Sold</td>
<td>Included</td>
</tr>
<tr>
<td>Advertising Liability</td>
<td>Included</td>
</tr>
<tr>
<td>Alcohol Servers Liability</td>
<td>Included</td>
</tr>
<tr>
<td>Sexual Abuse Molestation</td>
<td>Excluded</td>
</tr>
<tr>
<td>Policy Excess</td>
<td>$500 each claim</td>
</tr>
</tbody>
</table>
In the event of dental and ambulance expenses up to the limit specified above, Under the policy, you can claim physiotherapy, massage, chiropractic, private hospital bed fee and
Government legislative and legal conditions prevent your insurer from paying the medicare gap.

- Medical 85% of the non-medicare expenses up to $2,000.
- Funeral Expenses Up to $5,000
- Non-Medicare Medical 85% to a maximum $2,000 excess $50
- Parent's Inconvenience Benefit $25 per day maximum Benefit $1,500
- Home Help Benefit $350 per week / 7 days excess Benefit Period 22 weeks
- Student Assistance Benefit $350 per week / 7 days excess Benefit Period 22 weeks
- Loss of Income $350 per week / 7 days excess Benefit Period 22 weeks
- Capital Benefits $50,000 per member

What is covered,

- Capable (for personal injury)

Voluntary Workers Personal Accident / Disability

This policy is designed to protect the following:

- Volunteers, participants, non-paid workers, club members, judges (in a non-income earning

Voluntary Workers Personal Accident / Disability
Insurance Scheme Frequently Asked Questions
The Garden Clubs of Australia
Prepared 10th January 2013

The Information contained in this circular should be retained and read by all club committee members and then filed in a safe place for future reference.

Question 1: Can I sign a contract that contains insurance statements?
Answer: When you enter any contract you must make sure you understand the terms and conditions. Many contracts will contain an insurance section and or indemnity conditions. Never sign a contract that either imposes additional liability on your Garden Club or limits liability upon others. You will breach the Garden Clubs policy terms and conditions. Always seek professional legal advice before entering into any contract.

Question 2: Can our club hold its monthly meeting in a member’s garden?
Answer: Yes

Question 3: Are visits to member’s and non-member’s gardens covered by our liability insurance?
Answer: Yes

Question 4: Does our insurance package cover property and cash handling insurance?
Answer: No. Group Personal Accident & Public / Product Liability are the only Insurance policies.

Question 5: Does our Group Personal Accident policy cover members on organized coach trips?
Answer: Yes.

Question 6: Are Garden competitions covered when we open them to the public even with or without an entry fee?
Answer: Yes, the Public / Products Liability include open gardens.

Question 7: What if our Garden Club holds a large attend each year which attracts more than 500 attendees?
Answer: You will need to complete an Event Form and forward to LTM Risk Partners. There may be an extra premium charged for these events.

Question 8: Why do I have to pay extra for these events?
Answer: Due to the amount of attendee’s, the risk of an incident occurring becomes greater, the more people, the higher the risk.
Question 9: Are shopping centre displays covered by insurance?

Answer: The Public/Products Liability policy will cover the liability associated with the display. Be mindful that Shopping Centres may ask to have a contract signed to allow the use of their premises. Refer to question 1.

Question 9: Are horticultural shows covered?

Answer: Provided it is a GCA &/or an Affiliated Club Show, the Public/Products Liability policy will cover the liability associated with the exhibition.

Question 10: If our club joins GCA and takes the insurance package does our premium run for 12 months?

Answer: No, GCA’s policies have a common annual due date which is 30th April each year.

Question 11: Do we get a refund if our club closes down?

Answer: No.

Question 12: If we increase our membership within the year do we pay an extra premium?

Answer: No. Each year you are asked to declare you member numbers in December. Once declared, the premium is based on that declaration for the year even though your membership may increase or decrease during the year.

Question 13: Do we have Director’s & Offices Liability Insurance?

Answer: No.

Question 14: What activities does the liability insurance cover?

Answer: The activities of the GCA have been described to the Insurer as: To extend knowledge throughout the community of gardening, horticulture and its uses, and garden design; To promote and encourage various aspects of community based horticulture activities; To educate the public in the protection and conservation of our natural resources; To contribute to, encourage and participate in activities assisting Botanic Gardens and other like-minded horticultural institutions; To develop and co-ordinate the education of affiliated members of GCA and like minded organisations; To co-operate with other agencies to further the interests of horticulture and conservation; To promote and encourage areas of floral art; To encourage assistance to charities; To be non-political and non-sectarian in all undertakings.

Question 15: Is the accident policy for members only?

Answer: Yes

Question 16: What does product coverage mean?

Answer: It provides legal liability coverage associated with the sale of goods.

Question 17: If our club does not sell any goods, can we have the cover removed and receive a premium reduction.

Answer: No. This is a group policy and coverage cannot be altered for one individual club.
**Question 18:** Do patrons and Life members have to be in the membership count to determine the premium?
**Answer:** Yes

**Question 19:** If we have far away members who do not attend club meetings or function do we include in the membership count?
**Answer:** Yes

**Question 20:** Is there any excess on the policies?
**Answer:** Yes, Public / Product Liability has a $500 excess for liability associated with property damage and Personal Accident has a $50 excess for all medical expenses claims.

**Question 21:** Do we have to carry out the “Duty of Care” checklists?
**Answer:** No.

**Question 22:** Do we have to be incorporated to qualify for insurance cover?
**Answer:** No

**Question 23:** Can we affiliate without taking out your insurance cover?
**Answer:** Yes

**Question 24:** Are guests (non members) on coach trips and garden visits covered.
**Answer:** They are not covered by the Group Personal Accident policy as this is for members only. However should a guest be injured as a result of an accident at a GCA function, and which is due to the *Garden Club's negligence*, then the club would seek protection from the Public/Products Liability policy from this action.

**Question 25:** Is there an Age Limit on either policy?
**Answer:** Yes the Group Personal Accident has an age limit of 90 years. Refer to the policy schedule for limitations and restrictions on cover.

**Question 29:** Can we repackage garden products, or mix potting soil, and sell or provide them to others?
**Answer:** No.

**Question 30:** Do the GCA Insurance policies cover smaller Gardening Clubs, which have formed a larger Gardening Group/Club, which does not have any legal control, and/or active management over them and which has affiliated to the GCA?
**Answer:** No. In terms of the definition of The Insured on the GCA insurance policies, all Clubs wishing to be insured should be DIRECTLY affiliated to the GCA and not form part of a group that does not exercise active management or control, as provided for under the Corporations Law, over them.
Disclaimer

The answers provided in this Frequently Asked Questions document are always subject to the Terms and Conditions of The Garden Clubs of Australia insurance contracts.