

MEMBER CODE OF CONDUCT

I. INTRODUCTION

Established in 1928, the Whitby Chamber of Commerce (the “Chamber”) continues to unite local business professionals, students and entrepreneurs.

As the voice of business and an accredited Chamber, the Chamber staff are guided by their mission, vision and values to ensure a customer experience like no other. The Chamber’s diverse membership is the backbone of this community and support its thriving business ecosystem. Any person, business, or organization who directly supports the objects of the Chamber is eligible to become a Member.

This Code of Conduct sets out the behaviour expected of every Chamber Member in its relationships with the Chamber and with other Chamber Members, recognizing that membership entails a set of obligations and responsibilities that are essential to protecting the work and brand of the Chamber. Compliance with this Code of Conduct will serve to strengthen the Chamber as a cohesive and effective advocate for the businesses and residents of Whitby. The success of the Chamber, and by extension the community, is conditional on the level of dignity and integrity with which every Member acts.

This Code of Conduct does not apply to a Chamber Member’s relationship with its customers/clients, governmental or regulatory authorities, or the general public.

This Code of Conduct may be amended by the Chamber’s Board of Directors from time to time. Any amendments to this Code of Conduct will be placed on the Chamber’s website and Members will be advised of such amendments electronically.

II. GENERAL CONDUCT

A Chamber Member must:

- a. Be familiar with the by-laws, and comply with all applicable policies, procedures, and codes of the Chamber, including:
 - this Member Code of Conduct;
 - the By-Laws;
 - the Mission, Vision & Values;
 - the Board Meeting Attendance Policy;
 - any Terms of Reference or guidelines governing a committee on which the Member participates; and
 - the Java Jolt Guidelines.
- b. Act in a legal, professional, and reputable manner with the Chamber (including Chamber staff, contractors, and volunteers) and other Members, as partners towards the achievement of the Chamber’s goals.

- c. Respect the reputation, profile, and status of the Chamber and both support and represent the Chamber accordingly.
- d. Not speak publicly on matters when, or in such a way that, the comments could be perceived to be an official representation of the Chamber, unless authorized to do so by the Board of Directors or the Chief Executive Officer.

III. CONFIDENTIALITY

A Member of the Chamber may, from time to time, have access to information about the Chamber, its employees, staff, or volunteers, other Members, or the public, that is not otherwise generally available to the public (“**Confidential Information**”). A Chamber Member must:

1. Use Confidential Information only for the purpose for which it was provided.
2. Not disclose Confidential Information to any third party or person, unless required to do so by law or in furtherance of the purpose for which it was provided.
3. Not permit any person to use, examine, and/or make copies of any Confidential Information without the prior written consent of the person/entity to which it relates.
4. Not affirm or deny statements made by others, either directly or indirectly or through electronic means, if such affirmation or denial would result in the disclosure of Confidential Information.

Any matter that is the subject of any Board meeting shall constitute Confidential Information and cannot be disclosed by a Member until determined otherwise by the Board.

The contact and business information (including photographs) provided by a Member to the Chamber will **not** constitute Confidential Information and will be placed on the Chamber’s website and in a variety of media vehicles (including, but not limited to, the annual printed Buyer’s Guide, website directory, newsletters, regional newspapers and presentations at events). By providing such information and photographs to the Chamber, the Member consents to the Chamber’s use, disclosure, reproduction, and publication of the information and photographs in furtherance of the Chamber’s mission. The Chamber respects the privacy of its Members; a Member can withdraw its consent at any time by contacting the Chamber.

IV. MEMBERSHIP FEES AND DUES

By registering for Membership, each Member agrees to:

1. Pay the administration fee detailed on the registration form, at the time of registration.
2. Pay the annual membership fee set by the Board of Directors, and any outstanding invoices, as follows:

- a. Each Member is obligated to pay in full the annual membership fee, each year, and shall have the option of paying the fee in one lump sum at the time of application or renewal, or on a monthly or quarterly basis (unless Subsections (d) or (e) apply).
- b. Failure to pay any required membership fee within thirty (30) days of admission, or within ninety (90) days of the renewal date, shall result in automatic termination of Membership. All membership benefits will cease as of the date of termination. The Chamber will provide written notice to the Member of the termination of Membership.
- c. No discount, rebate, or refund of any membership fee will be provided if a Member is expelled or a Member resigns during the membership year.
- d. If a Member is expelled from Membership in accordance with Section V below, such former Member may apply to become a Member once the membership year in which the expulsion occurred has finished. Such former Member will have the option to pay the annual membership fee in one lump sum at the time of application or on a quarterly basis (i.e. the monthly payment plan will not be available). Such former Member will also be required to pay all outstanding event or sponsorship invoices owing as of the date of expulsion before becoming a Member again.
- e. If a Member's Membership is automatically terminated for failure to pay the annual membership fee, such former Member may apply to become a Member again at any time. Such former Member will have the option to pay the annual membership fee in one lump sum at the time of application or on a quarterly basis (i.e. the monthly payment plan will not be available). Such former Member will also be required to pay all outstanding event or sponsorship invoices owing as of the date of termination before becoming a Member again.

Each Member further agrees that:

1. Membership shall automatically renew each year unless the Member has been expelled from Membership or has otherwise notified the Chamber that the Membership should not be automatically renewed. Students must provide proof of enrolment in a post-secondary institution at the time of renewal.
2. An individual or organization will not be eligible for Membership, or for Membership renewal, during any period of time in which such individual or organization is a party to any legal proceeding (including, but not limited to, negotiations, dispute resolution processes, or formal proceedings) in which the Chamber is also involved.
3. Each potential Member, and renewing Member, will be required, at the time of application or renewal, to agree to comply with the by-laws, policies, procedures, and codes of the Chamber in order to complete the application/renewal process.

V. CESSATION OF MEMBERSHIP

Every Member is entitled to resign from Membership by providing ten (10) days’ written notice to the Board Secretary and paying all amounts owing by such Member to the Chamber (including any unpaid portion of the annual membership fee and any unpaid event or sponsorship invoices).

Every Member is governed by the by-laws, policies, procedures, and codes of the Chamber (collectively, the “Policies”). If an individual (e.g. another Member or an employee of another Member, a Chamber staff member, a member of the public, or otherwise) suspects that a Member has failed to comply with the Policies, such individual must provide a written submission to the Board of Directors. The identity of the individual who provided the written submission shall, to the furthest extent possible, be kept confidential by the staff and Board of Directors of the Chamber. The Chamber shall acknowledge receipt of every submission but shall not be required to inform any complainant about the decision made by the Chamber relating to the submission.

If, by phone, e-mail, or written submission, a complainant contacts the Chamber about the actions of a Chamber Member, but such actions do not directly involve the Chamber or another Chamber Member, the Chamber will direct the complainant to the appropriate third party (for example, the Better Business Bureau). If, however, a written submission indicates a potential violation of this Code of Conduct, the President of the Board shall provide written notice to the Member in question of the submission. The Member will have ten (10) days to provide a written response to the Board. The Board shall, at its next meeting, consider any written response in arriving at a final decision and shall notify the Member whether the Member has been expelled or suspended from Membership, or whether the Member’s Membership shall remain in place, within one business day of the date of the Board meeting. The Board’s decision shall be final and binding on the Member for the remainder of the Member’s applicable annual term, without any further right of appeal.

Policy Name	Date of Approval by Board of Directors	Date of Approval of Amendments
Code of Conduct	October 28, 2020	