



Merry
CHRISTMAS
and
Happy new year

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Something To Say?



On behalf of the Board and Members of the AIBEF, we wish all our readers a very Happy and Safe Christmas and a Healthy and Prosperous 2022.



Christine Vanohr
Vice President



Dennis Chiron
National President



Helia Homayouni
Public Officer



Kevin White
Board Member



Carol Hanlon
Board Member



John Cannon
Board Member

OUR COMMITMENT

It's a fact that, at the moment, the business advice industry in Australia is self-regulated, and virtually anyone can call themselves a business or enterprise facilitator, advisor, coach, facilitator, trainer or consultant.

The AIBEF is the Peak Body for Business Facilitators, Coaches and Trainers, and we, the AIBEF Committee, hope to continue the association's great work to further promote the professionalism, integrity and quality of our members, and to endeavour to act as a respected voice and advocate for the wider business community.

The AIBEF represents a profession that is proud of its independence and confident of the service it provides, committed to continual improvement in the skills and knowledge of our members and Business and Enterprise Facilitators in general, who ably assist in the professional guidance and support of business, enterprise and community development.



WHAT YOU SHOULD NOT DO AT YOUR WORK'S CHRISTMAS PARTY



Tis' the season to be jolly but in all the merriness in the lead up to Christmas, there is usually one thing that people either look forward to or dread all year – the workplace Christmas party. We all know there is usually someone that has a little too much cheer and gets a little rowdy, but is it considered part of your employment if something goes wrong?

The workplace Christmas party is notorious for people getting a little too excited and letting more than their hair down. While some of things people get up to are hilarious others are dumb, or just downright dangerous.

The problem is, what happens at the Christmas party definitely doesn't stay at the Christmas party. Your antics will follow you back to work and no doubt impact your reputation, if not career.



KC Hilton, WNB Legal tells us that The NSW

Workers Compensation Commission have

made various decisions confirming that injuries sustained at the workplace Christmas function can be covered by the legislation regardless of whether the party is actually held at your workplace.

For example, a worker that injured herself by tripping on a pavement while walking to a Christmas party held at a public venue received workers compensation.

But there are always exceptions to the rule and if “*serious and willful misconduct*” is the cause of the injury, for example, if you became intoxicated and started a physical altercation at the Christmas party that caused you injury, then the resulting injury may not be covered under the scheme.

There is also a provision in the NSW motor accidents legislation preventing claims being made for injuries sustained when you have been charged with or convicted of a serious driving offence.

If you are planning on driving to the Christmas party, be aware of your alcohol consumption because if you were injured in a car accident on the way home and found to be over the limit, you may not be able to make a claim for any injuries sustained and/or any damages that may be claimed could be reduced for contributory negligence.

One **HUGE** mistake, which happens too often, is telling the boss what you **REALLY** think of him/her.

It really does make me laugh how often people choose to give their manager or CEO constructive feedback while at the Christmas party. Of course being open to feedback is important but most people aren't that open to hearing it when you're slurring your words or being overly opinionated.

Consider the reaction of the CEO I know who was told by a member of his team: "You really could be a much nicer guy, then people would want to work for you"

And finally, the Christmas party is not the place to tell your work colleague exactly what you think of them after you have had a few beers, more than likely your workplace code of conduct or bullying and harassment policy will still apply.

Be particularly aware of any social media posts (embarrassing party photos included!) that could be considered defamatory to colleagues, your boss or the business itself because a subsequent lawsuit could make the post party hangover a whole lot worse!

But, let's face it. Work Christmas parties wouldn't be anywhere near as much fun if people didn't let go just a little. The last thing we want is for everyone to be all serious and 'buttoned up'.

It's definitely a time to relax and have fun, just remember it's a work event so a modicum of decorum is in order.

One of the most hazardous driving days of the year is the Friday before Christmas, because that's when many companies take part in that yearly tradition known as the Office Christmas Party.

While this should be an occasion for enjoying the company of your co-workers, too often the office party turns into an embarrassment that haunts some employees well into the next year.





Steven Brown

CONSUMER PROTECTION



Australian businesses must understand how consumer laws affect them: whether you're working with customers or businesses, providing services or selling goods.

Penalties for breaches have increased in recent years, and even household-name companies get it wrong sometimes – for example, Telstra was handed a whopping \$10m fine in 2018!

No two businesses are the same, so it's in your best interests to understand how the Australian Consumer Law (ACL) applies to your business specifically and get expert legal advice if you are unsure of your obligations.

What is the ACL?

The ACL is a set of standards designed to protect the rights of consumers, which businesses are legally obligated to comply with.

The ACL protects a consumer from, among other things:

- Misleading and deceptive conduct.
- Goods having safety defects.
- Misrepresentations made by suppliers.

The ACL is a national, generic law that applies to all sectors and in all Australian jurisdictions, meaning that all consumers in Australia enjoy the same rights and all businesses have the same obligations.

This law also defines what compensation a consumer is

entitled to in what circumstances, and who is responsible for compensating a consumer.

What does the ACL cover?

Some of the things that the ACL covers:

- Consumer guarantees – supplier, manufacturer and importer responsibilities when there is a problem with goods and services.
- Sales practices – unsolicited supplies, unsolicited consumer agreements (door-to-door and telemarketing), lay-by agreements, pricing, proof of transaction and itemised bills, referral selling, pyramid schemes, harassment and coercion.
- Avoiding unfair business practices – misleading or deceptive conduct, unconscionable conduct, country of origin, false and misleading representations.
- Unfair contract terms – defining unfair terms, and which contracts are affected by the law.
- Compliance and enforcement – how regulators enforce the ACL.
- Consumer product safety – safety standards, recalls, bans, safety warning notices and mandatory reporting requirements.

Who is a consumer?

For the purposes of the ACL, a person is a 'consumer' if they acquire goods or services priced at less than \$40,000, or if they acquire goods or services priced at more than \$40,000 which are "of a kind ordinarily acquired for personal, domestic or household use or consumption".

As a business, you have the

responsibility to respect the rights of consumers.

And yes, the ACL can protect your business as well, where business purchases are valued at \$40,000 or less, or some other circumstances such as when buying road vehicles or trailers which you will use principally for transporting goods on public roads.

The ACL guarantees that these goods must be safe, durable, free from defects, fit for purpose, acceptable in appearance, match its description and match any sample or demonstration model.

What are my obligations?

Your obligations to consumers as a business include but are not limited to:

- Using standard form contracts that do not have unfair terms.
- Honouring consumer guarantees.
- Ensuring the safety of products and services.
- Complying with rules on sales practices, including those on prices, consumer information, lay-by agreements and unsolicited consumer agreements.

Can consumers waive their rights under the ACL? No. It has long been accepted that these rights cannot be waived or contracted out of, and that contracts that attempt to waive these rights include "unfair terms" and can lead to penalties.

The terms of the ACL will be read into a contract even if the contract seeks to specifically exclude them.





Hannah Whittenly

<http://customerthink.com/author/hannahwhittenly/>

Hannah is a freelance writer and mother of two. She loves writing about business, marketing, and family. She feels passionately that the most successful companies understand their customers.

How Your Choices Affect How Your Business Performs

Running a business requires that you make a lot of decisions. In some cases, your decisions will have a positive impact on your company.

In others, they will have a negative impact on your company. For a business to be successful, every business owner needs to ensure that their business is operating as efficiently and effectively as possible. Improving the efficiency and effectiveness of the business requires an understanding of the key drivers within the business and a practical approach to implementing processes that will optimise these key drivers.

While you would prefer to be right 100 percent of the time, it is arguably more important to know how your choices impact the performance of your company.

Knowing how your choices influence your business may help you make better ones in the future.

How Do You Choose to Manage Others?

As a business owner, you have the right to decide how you want to manage your people. However, your people also have the right to decide how they will respond.

If you choose to micromanage workers, they may become hesitant to do anything for fear that you will criticize them or overrule their decisions anyway.

This could lead to a loss of morale and productivity, and that may lead to an increase in turnover.

By giving your people the freedom to do their jobs, they will want to work harder to prove that you made the right choice in trusting their ability.

They may also be more likely to provide input that could improve how the business operates.

How Do You Choose to Treat Customers?

It is important that you provide your customers with the best possible service at all times. If they are not treated right, they will most likely take their money to a competing business.

They may also choose to tell their friends and other contacts to stay away from your company as well. Even if you don't work at the store level or handle customer orders, you should be accessible to your patrons at all times.

This may mean giving out your personal email address or phone number where customers can contact you directly if they have an issue.

Knowing that the CEO is willing to stand behind his or her product or service makes it easier for people to trust a brand.

Is Community Service Important to You?

Corporations are supposed to be good citizens within the community. While the corporation itself is not a person, it should be made up of people who choose to do good for those who live there.

As [Dallin Larsen, CEO of Vasayo](#), says, "a life of significance is a byproduct of making the "best" choices". This means that you should be making decisions that help the community as well as the bottom line. In some cases, this may mean holding food drives to feed the homeless or after a natural disaster strikes.

It could also mean helping to fund a youth sports league or a program to keep troubled youth off of the streets after school.

Is Your Business Constantly Evolving?

While a company needs to have a core product or service that it offers, it should always be looking for new ways to service customers. If your company doesn't have a website where customers can order products or book a service appointment, it should add one today.

It should also take advantage of social media and other tools to better communicate with customers. When you receive feedback, you should then use it to provide better products or services. If you fail to respond to the needs of your customers as they change and evolve, they are likely to take their money elsewhere.

The choices that you make can directly or indirectly impact how your company performs. Hopefully, the above content has been helpful in making you recognize whether or not the decisions that you're making are truly wise.



Survival Bias

(This is an extract from [Wikipedia](#) and pointed out to me by [Gordon Cramer](#))



Survivorship bias or **survival bias** is the [logical error](#) of concentrating on the people or things that made it past some selection process and overlooking those that did not, typically because of their lack of visibility. This can lead to some false conclusions in several different ways. It is a form of [selection bias](#).

Survivorship bias can lead to overly optimistic beliefs because failures are ignored, such as when companies that no longer exist are excluded from analyses of financial performance.

It can also lead to the false belief that the successes in a group have some special property, rather than just coincidence ([correlation "proves" causality](#)).

For example, if three of the five students with the best college grades went to the same high school, that can lead one to believe that the high school must offer an excellent education when, in fact, it may be just a much larger school instead.

This can be better understood by looking at the grades of all the other students from that high school, not just the ones who made the top-five selection process.

Another example of a distinct mode of survivorship bias would be thinking that an incident was not as dangerous as it was because everyone communicated with afterwards survived.

Even if one knew that some people are dead, they would not

have their voice to add to the conversation, leading to bias in the conversation.

EXAMPLE: In business, finance, and economics

In finance, survivorship bias is the tendency for failed companies to be excluded from performance studies because they no longer exist. It often causes the results of studies to skew higher because only companies that were successful enough to survive until the end of the period are included.

For example, a [mutual fund](#) company's selection of funds today will include only those that are successful now.

Many losing funds are closed and merged into other funds to hide poor performance. In theory, 70% of extant funds could truthfully claim to have performance in the first quartile of their peers, if the peer group includes funds that have closed.

In 1996, Elton, Gruber, and Blake showed that survivorship bias is larger in the small-fund sector than in large mutual funds (*presumably because small funds have a high probability of folding*).

They estimate the size of the bias across the U.S. mutual fund industry as 0.9% per annum, where the bias is defined and measured as:

"Bias is defined as average α for surviving funds minus average α for all funds" (Where α is the risk-adjusted return over the [S&P 500](#). This is the standard measure of mutual fund out-performance).

Additionally, in quantitative [backtesting](#) of market performance or other characteristics, survivorship bias is the use of a current index membership set rather than using the actual constituent changes over time.

Consider a backtest to 1990 to find the average performance (total return) of S&P 500 members who have paid dividends within the previous year.

To use the current 500 members only and create a historical equity line of the total return of the companies that met the criteria would be adding survivorship bias to the results.

S&P maintains an index of healthy companies, removing companies that no longer meet their criteria as a representative of the large-cap U.S. stock market.

Companies that had healthy growth on their way to inclusion in the S&P 500 would be counted as if they were in the index during that growth period, which they were not.

Instead there may have been another company in the index that was losing market capitalization and was destined for the S&P 600 Small-cap Index that was later removed and would not be counted in the results.

Using the actual membership of the index and applying entry and exit dates to gain the appropriate return during inclusion in the index would allow for a bias-free output. ■



Non-Compete Agreement



No matter what type of business you run, [Sprintlaw](#) recommends obtaining legal advice on Non-Compete Agreements to ensure that they are enforceable and can achieve the desired restriction to protect your confidential business information.

When you're working with employees, contractors or third party service providers, you'll often give them access to your business' confidential information, trade secrets and client lists.

These details are some of your business' most valuable assets. You certainly wouldn't want to give them up to your competitors!

But when these relationships come to an end, you run the risk of this information being used against you. So, whenever you engage an employee, contractor or service provider, you should have the right legal protections in place to ensure your confidential information stays within your business.

Industry-specific knowledge and your relationships with clients are often some of the most valuable assets for your business.

So what happens to your business's confidential information, trade secrets and clients when your relationship with an employee, contractor or third party ends?

A Non-Compete Agreement is a contract that is used to protect a business from competition with individuals or companies who have had access to that business's confidential information which could give them a competitive

edge in the market.

A Non-Compete Agreement is usually formed between a business and another party who has received that business's confidential information.

That third party can be anyone who the business previously had a contractual relationship with — including employees, contractors, business partners, franchisees and manufacturers.

Confidential information covers information that could be used to compete with the business — including intellectual property generally, insider knowledge of the relevant market, trade secrets, client lists, and business practices and strategies.

What Is Covered In The Agreement?

A Non-Compete Agreement will usually include clauses relating to one or more of the following:

Geographical restrictions: this limits the geographical region in which the restricted party can conduct business in a particular industry or field of work.

Time restrictions: this provides a time limitation on how long the non-compete clause operates, so that the restricted party cannot conduct business in a particular industry or field of work for a set period of time.

Activity or services restrictions: this limits the type of business activities the restricted party can take part in.

Non-solicitation clause: this protects your business relationships with your clients, as it stops the restricted party from contacting your clients and diverting work from your

business to theirs. Non-solicitation clauses can also apply to employees, stopping the restricted party from poaching your current employees.

Clauses of this nature are often inserted into a contract that covers a broader scope of topics as opposed to a stand-alone Non-Compete Agreement, such as an Employment Agreement or Contractor Agreement.

If a dispute about a Non-Compete Agreement goes to court, the court will consider if the Non-Compete Agreement is reasonable in protecting the business' legitimate business interests.

For example, if the geographical reach of the non-compete clause is too broad, or the time period that the non-compete clause operates is too long, or the activities or services that is covered in the non-compete clause is too general, the clause may not be enforceable and therefore considered void.

A court can strike out part of a clause or agreement that it considers unreasonable, and retain the remainder of the clause that it considers reasonable.

Non-Compete Agreements and non-compete clauses may be an important mechanism to protect your business from competition using your valuable confidential business information. However, they can be complex and there are several factors when considering if the non-compete clause is reasonable.



Certified Master Business and Enterprise Facilitator



The title **Certified Master Business and Enterprise Facilitator** is the hallmark of excellence in Business and Enterprise Facilitation.

It illustrates to the world, that you are the consummate professional, and that you have achieved the premier National qualification and certification available to professionals in the industry.

The assessment process evaluates your skills and knowledge and your overall competencies, and once obtained, this certification will set you apart from all other facilitators.

This certification will illustrate to your clients your exceptional competence, and they will know that you will provide integrity, skills, knowledge and trust in all your business and enterprise relations.

If you are already a member or Associate member of the **Australasian Institute of Business and Enterprise Facilitators Inc. (AIBEF)**, it is acknowledged that you already have all of the skills and competencies required.

However, by undertaking this **Certified Master Business and Enterprise Facilitator** program, you can not only proudly display to the world that you are a Master in your role and in your industry, but it will entitle you to use the post nominals **MBEF (Certified)**.

This title truly reflects the role of a Business and Enterprise Facilitator who not only is the complete and total professional in their industry, but one who also applies knowledge, practical skills and experience in leadership and management across a range of enterprise and industry contexts.

Facilitators at this level display initiative and judgement in planning, organising, implementing and monitoring their own workload and the workload of others. They use solid communication skills to support both their clients and their own teams to meet goals and organisational or enterprise requirements.

For an Information Pack please email info@aibef.org.au

Australasian Institute of Business and Enterprise Facilitators www.aibef.org.au info@aibef.org.au



AIBEF Code of Conduct

All AIBEF members are obliged to maintain professional standards and ensure the legitimate interests of their clients are paramount. They must ensure that any conflicts of interests are avoided and confidentiality maintained. Members are required to adhere to the highest standards of facilitation, advice, referral, information provision, support and client care through undertaking ongoing professional development

The Process of Becoming an AIBEF Accredited Facilitator

To be an accredited Member of AIBEF, simply submit your application to the AIBEF Secretariat.

The AIBEF Accreditation Committee then assesses your experience and qualifications and will advise you of the Institute's decision.

Often this decision is partly based on Recognition of Prior Learning (RPL) where the Committee takes into account the equivalent experience of the candidate. The new AIBEF Member is then provided with a certificate of Membership and is invited to have their name listed on the Institute's website, and can immediately use the post nominal *M.A.I.B.E.F.* after their name.

Whether it is a concern about business start-up or growth, a marketing issue, HR or financial issue, a member of the AIBEF can provide effective guidance and support to entrepreneurs, business owners, communities or organisations.

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About the Institute

Benefits of Membership **Some benefits include:**

Recognition of the professional qualifications of Member of the Institute of Business and Enterprise Facilitators (MAIBEF) and Fellow of the Institute of Business and Enterprise Facilitators (FAIBEF) in Australia and New Zealand.

The ability to use the post-nominals, MAIBEF and FAIBEF in promoting their activities and achieve:

- credibility/validation as an enterprise and business facilitator
- a premium for services
- client confidence and direct benefits to their business secure and regular employment/use as a business facilitator and enhanced market/business opportunities

Personal confidence and increasing business:

- through business support organisations including training providers and centres increasingly requiring counsellors/advisers to be professionally trained and experienced facilitators
- achieved through the formal recognition of practitioner skills
- by becoming preferred contractors.

The sharing of knowledge and skills and growth of new business through:

- peer networking and interchange of ideas with other



Members and Fellows

- peer mentoring of other Members and potential Members
- enabling contacts (formal and informal) with peer organisations and alliances

Regular electronic Newsletters and communications that:

- disseminate news of major developments in the business support industry
- notify Members of relevant conferences and events
- keep Members up to date with current issues
- notify Members about opportunities in professional development

Development of business facilitation skills and knowledge through the provision of:

- notification of opportunities to participate in ongoing targeted and specific professional development
- access to professional development in recommended training courses
- the best and most up to date information on business and training/facilitation.

Representation to others (government and non-government) on Members behalf on issues



affecting business facilitation.

A.I.B.E.F. Established 24 years

Web: www.aibef.org.au

Email: info@aibef.org.au



The Australasian Institute of Business and Enterprise Facilitators (AIBEF) was founded in 1997 as a result of the recommendations of the Industry Task Force on Leadership and Management Skills.

In their report, entitled *Enterprising Nation*, the taskforce recommended that: “.... a comprehensive accreditation process be established for small business trainers, educators, counsellors, facilitators and advisers so as to upgrade the quality of small business advice.”

It's a fact that, at the moment, the business advice industry in Australia is self-regulated, and virtually anyone can call themselves a business or enterprise facilitator, advisor, coach, facilitator, trainer or consultant.

Check out Google for instance; there must be a dozen (or more) sites on “*How To Start Your Own Business Consulting Venture*”.

The AIBEF is the Peak Body for Business Facilitators, Coaches and Trainers, and we, the AIBEF Committee, hope to continue the association's great work to further promote the professionalism and quality of our members, and to endeavour to act as a respected voice and advocate for the wider community.

The AIBEF represents a profession that is proud of its independence and confident of the service it provides, committed to continual improvement in the skills and knowledge of our members and Business and Enterprise Facilitators in general, who ably assist in the professional guidance and support of business, enterprise and community development.



Welcome to our Newsletter

Facilitation Focus is an opportunity for Business Facilitators, Coaches, Facilitators, Trainers and Consultants to ask questions, offer answers, and become part of a group where we can all join in peer-to-peer discussions and conversations about challenges, experiences and outcomes. ***It is also worth noting that 'Focus' can be included in your Continuing Professional Development (CPD)***

Facilitation Focus is a publication for a rapidly changing world.

Almost daily, SME's are facing constant changes, and it is vital that the Business and Enterprise Facilitator is current with their expert advice and guidance.

Facilitation Focus has as its main aim to access to a professional network of peers through the AIBEF, and by gaining more insight into business and industry best practices, as well as increasing the focus on the important aspects of their own business, an AIBEF Focus member can accomplish amazing results.



Something To Say?

Thanks for the Info

Just a note to thank you for the helpful information contained in your magazine. I'm a client of one of your members, who sends your magazine onto me. I find it easy to read and some of the ideas in the numerous articles are very useful and valuable.

*Peter Haley
Solar For Life
Coffs Harbour, NSW*

WHO ARE BUSINESS OR ENTERPRISE FACILITATORS?

Virtually any professional, qualified person or organisation involved in assisting entrepreneurs, organisations, or communities to improve their Skills; Knowledge; Business; Staff; and/or Life.

The role of a Business and Enterprise Facilitator is to promote local economic growth by providing support to local entrepreneurs, groups or entire communities wishing to start or expand a small business enterprise or to assist to develop a concept where the community will benefit

The concept of Business and Enterprise Facilitation is a model of development that supports the creation of wealth from within a community by nurturing the resourcefulness of its people.

The Australasian Institute of Business and Enterprise Facilitators is an international not-for-profit institution that works with entrepreneurs, small groups and / or communities to establish sustainable, grassroots enterprise projects.

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