

Membership Terms and Conditions

1. Parties

- 1.1. In these Terms and Conditions “we”, “us” and “our” are used to refer to Master Electricians Association Limited ACN 163 222 642 (“MEA”) or the Master Electricians Association, Queensland Industrial Organisation of Employers ABN 40 669 256 171 (MEAQ), as the context permits.
- 1.2. “You” and “your” are used to refer to the Applicant stated in the Online Application Form.

2. Agreement to Terms and Conditions

- 2.1. You acknowledge that:
- (a) If your head office is located in Queensland you will be a member of both MEA and MEAQ.
 - (b) If your head office is not located in Queensland you will be a member of MEA only.
- 2.2. By agreeing to these terms and conditions, you agree to be bound by our Constitutions as they apply to you and to these terms and conditions. A copy the Constitutions are available from us on request.
- 2.3. We reserve the right to amend these terms and conditions at any time and to notify you of any amendments by posting an updated version of these terms and conditions on our website. By continuing your membership, you agree to be bound by these terms and conditions as amended from time to time.

3. Membership Service/s

- 3.1. As a condition of accessing any Membership Service, you acknowledge and agree that:
- (a) You are entering into a contract with the relevant Business Partner/s, not with us.
 - (b) You will be bound by the terms and conditions of the Business Partner for the relevant Membership Service. Such terms and conditions are available directly from the Business Partner and may be reasonably varied by the Business Partner from time to time.
 - (c) You will pay the Business Partner its fees for each Membership Service as specified by the Business Partner and as may be reasonably varied by the Business Partner from time to time.
 - (d) We are not responsible for any variation to the terms and conditions or fees made by any Business Partner for any Membership Service.
 - (e) Provision of any Membership Service is for a minimum period of 12 months (Term) and unless you notify the relevant Business Partner before the end of a Term, the agreement for the provision of the Membership Services by the Business Partner will automatically be renewed for a further 12 months at the end of each 12 month period.
 - (f) You may terminate a Membership Service at any time after 12 months upon giving the Business Partner such notice as is required by it and giving us 60 days written notice to

that effect. Termination of a Membership Service will not relieve you of your obligation to pay fees for the current Term nor entitle you to any refund of any fees paid.

- (g) The details of each Membership Service and eligibility requirements may be published on our website from time to time.

4. Payment of Membership Fees

- 4.1. Membership Fees are to be paid annually in advance through our Online Payment System.
- 4.2. You acknowledge that our Online Payment System is operated by a third party service provider and by completing the online membership application form you agree to be bound by the terms and conditions of use imposed by the Online Payment System provider.
- 4.3. Unless you advise us otherwise, you consent to us storing your credit card details for the purpose of making payments of any moneys owing by you to us including for your annual membership fee.
- 4.4. A tax invoice will be issued to you on receipt of your annual Membership Fees for each year you are a member of us.
- 4.5. We reserve the right to impose levies, contributions or special fees at any time as provided in our Constitutions.
- 4.6. We reserve the right to provide Membership Fee discounts or concessions in our sole discretion from time to time.
- 4.7. We reserve the right to provide alternative payment options, such as monthly payments of Membership Fees, in our sole discretion from time to time. Should we elect to provide you alternative payment options, you acknowledge and agree that these terms and conditions still apply.
- 4.8. You acknowledge and agree that:
 - (a) Resignation from or termination of your membership does not entitle you to a refund of any Membership Fee or Membership Service fee (or any part thereof);
 - (b) Resignation from or termination of your membership does not relieve you from your obligation to pay the full Membership Fee for the year in which you resign or your membership is terminated.

5. Acceptance or Rejection of Application

- 5.1. Upon the receipt by us of an application for membership or your renewal of your membership and payment of Membership Fees for the relevant year, we will consider your application and/or renewal and determine your eligibility for membership in accordance with the eligibility requirements of our Constitution and as may otherwise be stated on our website, as amended from time to time.
- 5.2. You will not be eligible for membership unless you hold a current electrical contractor's licence or such other appropriate qualification as determined by us in our sole discretion.
- 5.3. We will notify you in writing as soon as reasonably practicable (usually within fourteen (14) days) after receiving your application whether your application has been accepted or rejected.

6. Termination

- 6.1. Notwithstanding anything to the contrary in the Constitution if your membership is terminated by you or otherwise comes to an end you must have paid a minimum of twelve months Membership Fees for the year in which your membership is terminated and if not paid, any balance shall be a debt immediately payable, which sum will be recoverable by us from you, as a liquidated debt.
- 6.2. We may terminate and/or suspend your membership without notice if:
- (a) You have a receiver or manager appointed, are placed in liquidation or are declared bankrupt;
 - (b) You fail to pay any moneys owing to us or a Business Partner by the due date for payment;
 - (c) For any reason we are unable to supply a Membership Service as a result of any action by you or any other cause beyond our control;
 - (d) You fail to meet or maintain the acceptance or accreditation requirements for membership;
 - (e) You are convicted of an indictable offence;
 - (f) You breach the terms of this agreement;
 - (g) You bring us or our name or brand into disrepute;
 - (h) You fail to hold any relevant licence or other qualification; or
 - (i) You are convicted of a serious breach of law in respect to a safety, workplace or health issue in respect to your business operations.
- 6.3. If your membership is terminated for any reason you agree that you will not be entitled to claim or receive any damages for the loss of Membership Services or resulting from your termination of membership.

7. Intellectual Property

- 7.1. At all times you are a member and as such entitled you to use any of our Intellectual Property then:
- (a) Your right to use the Intellectual Property is a non-exclusive licence within Australia for the period you continue to be a member;
 - (b) You agree to only use the Intellectual Property in the manner directed by us from time to time;
 - (c) You will notify us at the earliest opportunity if you become aware of any infringement of our Intellectual Property by any third party;
 - (d) You will not, other than as authorised by us, use any trade mark, mark, symbol, notification or designation which is, in our opinion, similar or substantially similar to our Intellectual Property which, in our opinion, is likely to cause deception or confusion;

- (e) You will not object to any application made by us to register as a trade mark any of our Intellectual Property or make or join in any application to remove any registered trade mark forming part of our Intellectual Property.

7.2. Upon termination of your membership, the licence granted to you to use our Intellectual Property associated with such membership is immediately terminated and you must forthwith cease to use any of the Intellectual Property and deliver up to us all documents containing such Intellectual Property, delete any electronic versions thereof from your computers and/or any other electronic device or electronic data storage device, and remove the same from any marketing material, signage, your website, any other website including any social media platform on which you advertise or promote your services, yellow pages advertisements and any other form of promotion whatsoever.

8. Indemnity

- 8.1. You remain solely responsible for the operation of your business including all matters relating to workplace health and safety, your business management systems, workmanship, and any workmanship guarantee offered by you.
- 8.2. You agree that you do not have a right of action, claim, demand or any other action against us in respect of any matters whatsoever related to your membership, Membership Services (including any Membership Services delivered or provided by a Business Partner) (Claim) and you agree that this agreement may be pleaded as a bar against any such Claim.
- 8.3. You agree and hereby indemnify us against any Claim by any third party, arising out of your membership or any Membership Services provided to you under this agreement and you expressly agree that the indemnities in this clause 8 are also for the benefit of any third party owned or controlled by us, pursuant to Section 55 of the Property Law Act 1974 (as amended).

9. Privacy

- 9.1. The Privacy Act 1988 (Cth) ('Privacy Act'), Privacy Regulation 2013 ('Regulations'), Credit Reporting Privacy Code ('CR Code') and registered privacy codes govern the way in which we must manage your personal information (including your credit related personal information and any sensitive information) (Personal Information).
- 9.2. Our obligations under Australia's privacy laws are reflected in our Privacy Policy. These documents explain how we handle your Personal Information and are available on our website or through requesting a copy from our office.
- 9.3. If you do not provide the Personal Information we request from you, we are not likely to be able to provide Membership Services to you.
- 9.4. We are conscious of the importance of maintaining the confidentiality of your Personal Information. You can be assured that we only collect Personal Information that is necessary or which might be of assistance for us or Business Partners to provide Membership Services to you or provide information to you. We also take all reasonably practicable steps to ensure that your Personal Information is not disclosed to, or accessed by, unauthorised persons.
- 9.5. Excepting the limited circumstances provided for in the Privacy Act, you are able to gain access to any personal information which we may hold about you. Should you wish to obtain access to such information please either telephone us or provide us with a written request.

- 9.6. You authorise us to disclose any information we hold about you at our discretion in connection with the provision of services to you, as well as additional products and/or services that we may think to be of benefit to you including to Business Partners. Disclosure of such information may also be compelled by law and you authorise us to disclose this information where we are lawfully obliged to do so.
- 9.7. Further, in certain circumstances, where you fail to meet your payment obligations to us, we may report or disclose your credit related personal information to a credit reporting body, such as Veda. You acknowledge you consent to us doing so.
- 9.8. We may also use your Personal Information to advise you of updates in our services through our newsletters or those of our Business Partners (including by email and/or short message service (SMS) or other similar forms of electronic communication) or other issues or services we believe you may be interested in and may ask you randomly to respond to surveys, to ensure we meet your requirements. You acknowledge you consent to the use of your Personal Information for these purposes. You may, however, at any time, unsubscribe from any of these communications by following the unsubscribe procedure detailed in the communication.
- 9.9. We may store or provide to third parties your Personal Information and other confidential information, including to overseas recipients who are not bound to observe the Privacy Act. You acknowledge that you consent to us doing so and release, discharge and hold us indemnified against or in respect of any claims, actions or liability together with any costs on an indemnity basis arising therefrom.

10. Notices

- 10.1. A notice given by a party under this agreement must be in writing and delivered by hand or registered post or sent by facsimile or email. A communication will be deemed to be received:
- (a) If hand delivered, on the next following business day;
 - (b) If posted, on the third business day after posting; or
 - (c) If sent and received by facsimile, when the sender obtains a clear transmission report;
 - (d) If sent and received by email, when the email is received in the recipient's email server.

11. Waiver

- 11.1. The failure, delay or omission by a party to exercise a power or right conferred on that party by this agreement will not operate as a waiver of that power or right, and any single exercise of a power or right will not preclude another exercise of that power, or the exercise of another power or right under this agreement.
- 11.2. A waiver of a provision of this agreement, or consent to a departure by a party from a provision of this agreement, must be in writing and signed by all parties.

12. Assignment

- 12.1. Any rights you have under this agreement are personal and may not be assigned.

13. Severability

- 13.1. If any term or part of a term of this agreement is or becomes legally ineffective, invalid or unenforceable in a Court of competent jurisdiction, it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

14. General

- 14.1. This agreement will be governed by the laws of Queensland and you agree to submit to this jurisdiction in all matters arising out of this agreement.
- 14.2. This agreement constitutes the entire agreement of the parties and supersedes all prior representations, undertakings and agreements.
- 14.3. Nothing in this agreement will constitute or be construed to constitute a party as the partner, agent, employee or representative of another party and the use by you of the Intellectual Property does not constitute a business or financial operation or venture involving us in any way.
- 14.4. A term which refers to a natural person includes a company, a partnership, an association, a corporation, a body corporate or a joint venture.
- 14.5. A reference to a party includes their respective successors, personal representatives and permitted assigns.
- 14.6. A reference to a document includes a reference to that document as amended, novated, supplemented, varied or replaced.
- 14.7. A reference to this agreement includes any schedule (if any) to this agreement as may be varied from time to time (for example, a schedule of membership fees).
- 14.8. In this agreement, unless the context requires otherwise:
- (a) A reference to a word includes the singular and the plural of a word and vice versa;
 - (b) A reference to a gender includes any gender;
 - (c) A term which refers to a natural person includes a company, a partnership, an association, a corporation, a body corporate or a joint venture;
 - (d) Headings are included for convenience only and do not affect interpretation;
 - (e) A reference to a document includes a reference to that document as amended, novated, supplemented, varied or replaced;
 - (f) A reference to this agreement includes any annexure and any schedule (if any) to this agreement.

15. Definitions

- 15.1. In these Term and Conditions:
- (a) "Application" means the online application form to which these terms and conditions apply.

- (b) “Business Partner” means the third party providers of the Membership Services as may be notified on our website or otherwise and as may be varied from time to time.
- (c) “Constitutions” means the Constitution of Master Electricians Association Limited ACN 163 222 642 or the Master Electricians Association, Queensland Industrial Organisation of Employers ABN 40 669 256 171, as the case may be.
- (d) “Intellectual Property” means all intellectual property of us relating to the membership and services including but not limited to any trade marks, marks, symbols, notifications, designations, documents, systems, procedures, educational material, drawings, technical details and processes, concepts not reduced to material form, product or service names, business names and marketing material together with all modifications and developments of all or any thereof.
- (e) “Membership Services” means any of the members services provided to our members from time to time by us or any Business Partner including as may be notified on our website from time to time.
- (f) “Membership Fees” means annual fees payable by you to be a member of us.
- (g) “Online Payment System” means the payment system operated by eWay used to make online credit card payments of service fees and Membership Fees or any other payment system adopted by us from time to time.