



MEMBERSHIP & SUBSCRIPTION TERMS AND CONDITIONS

Parties

In these Terms and Conditions:

- “we”, “us” and “our” are used to refer to Master Electricians Association Queensland Industrial Organisation of Employers (**MEAQ**) ABN 40 669 256 171 and/or Master Electricians Association Limited ACN 163 222 642 (**MEA**) as the context permits.
- “You” and “your” are used to refer to the applicant referred to in the Application Form attached.

Membership of MEA / MEAQ

By completing and signing this Application Form, you agree to become a member of MEAQ (Queensland based contractors) or MEA (contractors based in all Australian states & territories except Queensland). You further agree that you will be bound by the relevant Constitution of MEA/MEAQ and your rights and responsibilities contained in that Constitution. A copy of both Constitutions is available from MEA. The MEAQ Constitution is also available from the Queensland Industrial Relations Commission.

If you are applying to be a Member of MEA, you guarantee the payment of \$10 by you to MEA should MEA be wound up.

Services

If you are applying to participate in any of the services itemised in the Application Form then you agree to the following:

- By applying for that service, you are entering into a contract with the relevant service provider/s named in the Application Form attached to deliver that service on these terms and conditions.
- The fees for each service are as set out in the Application Form, on MEA's website or in the MEA Pricing Guide.
- We may reasonably vary the fees for each service at any time.
- Provision of any service, other than the Master Program service, is for a minimum period of 12 months and will, at the end of each 12 month period, automatically continue for another 12 months and you will be liable to pay the associated fees unless you have validly terminated the service in accordance with this document.
- Provision of the Master Program service is for a minimum period of 36 months. Prior to the end of any 36 month period of receiving the Master Program service, you may elect to receive the Advantage Program service or the Base Membership Program service by giving us 60 days written notice of your wish to terminate the Master Program service in which event you will be liable to pay the associated fees. In the absence of any such notice, at the end of each 36 month period of receiving the Master Program service, you will automatically continue to receive the Master Program service in which event you will be liable to pay the associated fees, unless you have validly terminated the Master Program service in accordance with this document.
- You may terminate a service other than the Master Program service after the end of each 12 month period, provided you have given 60 days prior written notice of your wish to terminate such service to us and further provided that you have paid all fees payable to the end of the current 12 month period.
- You may terminate the Master Program service, after the end of each 36 month period, provided you have given 60 days prior written notice of your wish to terminate such service to us and further provided that you have paid all fees payable to the end of the current 36 month period.
- We may reasonably vary the nature of any service at any time.
- We may reasonably vary acceptance or accreditation requirements at any time.
- If you have subscribed to ME Safety, you may be eligible to apply for Management Liability Insurance through Comsure at a discounted premium. Such discount will only apply during the period in which you hold a valid ME Safety Subscription. MEA will not be a party to any insurance policy entered into between you, Comsure and the Insurer.

The details of each service are as published on our website from time to time.

Payment for Services and Membership Fees

All one-fees are payable in advance. Otherwise, you may elect to pay fees annually in advance or by equal monthly instalments (totalling the fees payable for the relevant service).

Where you elect to pay fees annually in advance, a tax invoice will be issued to you on receipt of your application and payment. If you elect in following years to pay fees annually in advance, the due date for payment each year is the anniversary of the date that tax invoice was issued.

Where you elect to pay your fees by equal monthly instalments:

- A direct debit / credit card agreement must be submitted with the application.
- In the month your agreement is signed and on each anniversary thereof, an advice will be issued to you to support your monthly claim for input tax credits.
- Your first direct debit or credit card charge will be due at the time we receive your application and will, at that time, be debited to your account or charged to your card. This is refundable if your application is rejected for any reason.
- Your subsequent monthly direct debits or credit card charges will be due and debited or charged to your card on or about the 19th of each month or the first business day thereafter.
- In the event that your membership is terminated for any reason the balance of the fees payable by you for any service you were receiving not yet paid, must be paid (and may be sued for and recovered as a liquidated debt due and payable to us).

Result of Application

We reserve the right to accept or reject any application for services at our sole discretion and you will have no right to object to our decision or appeal therefrom.

Termination

You may terminate this agreement in respect to any service if we:

- Cease to provide the service for any reason; or
- Are placed under external administration,

in which event, other than any payments already due, you will not be required to make further payment for that particular service.

We may terminate and/or suspend this agreement in respect to any service without notice if you:

- Are placed under external administration or declared bankrupt.
- Fail to pay any fees by the due date for payment.
- If for any reason we are unable to supply the service as a result of any action by you or any other cause beyond our control.
- Fail to meet the acceptance or accreditation requirements for the service.
- Are convicted of an indictable offence.
- Breach the terms of this agreement.
- Bring us or our name or brand into disrepute.
- Fail to hold any relevant licence or other qualification.
- Are convicted of a serious (in our sole opinion) breach of law in respect to a safety, workplace or health issue in respect to your business operations.

Intellectual Property

If you are accepted for membership of MEAQ and/or MEA or for any service and such membership or acceptance entitles you to use any of our Intellectual Property then:

- You acknowledge that we are the legal and beneficial owner of the rights associated with the Intellectual Property.
- Your right to use the Intellectual Property is a non-exclusive licence within Australia for the period you continue to be a member or accepted service receiver.
- You agree to only use the Intellectual Property in the manner directed by us from time to time.
- You will notify us at the earliest opportunity if you become aware of any infringement of our Intellectual Property by any third party.
- 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.
- 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.
- Upon termination of your membership of MEA/MEAQ or acceptance for any service, the licence granted to you to use our Intellectual Property associated with such membership or acceptance for any service 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 remove the same from any marketing material, signage, your website, yellow pages advertisements and any other form of promotion whatsoever.

Nature of Rights

In the event of the termination of your membership or any service for any reason, you agree that you will not be entitled to claim or receive any damages for the loss of such services or resulting from your termination of membership, other than a pro-rata refund of fees paid if the termination is caused by failure on our part.

Indemnity

You remain solely responsible for the operation of your business including all matters relating to safety including, but not limited to, workplace health and safety, your business management systems and any workmanship guarantee offered by you. You do not have a right of action, claim, demand or any other action against us in respect of any such matters whatsoever and agree that this agreement may be pleaded as a bar against any such proceedings. You also indemnify us against any right of action, claim, demand or any other action whatsoever, including by any third party, arising out of this agreement and you expressly agree that this indemnity is for the benefit of any third party owned or controlled by us, pursuant to Section 55 of the Property Law Act 1974 (as amended).

Privacy

MEA/MEAQ complies with the Australian Privacy Principles. A copy of our Privacy Policy is available on request. MEA/MEAQ makes every effort to keep personal information and sensitive information (as defined under the Privacy Act) accurate and up-to-date. Information is promptly updated when errors or changes are brought to our attention. MEA/MEAQ treats all personal information as confidential.

MEA/MEAQ takes reasonable steps to protect the personal information we hold from misuse, interference and loss and from unauthorised access, modification or disclosure.

MEA/MEAQ does not disclose personal information to any third parties without the member's consent. The member acknowledges that any personal information or sensitive information it provides to MEA/MEAQ has been collected with the member's consent and that any use of it by MEA/MEAQ or any Partner is not for a secondary purpose except to the extent that it is directly related to the primary purpose of collection of that information and the member acknowledges that it is within the member's reasonable expectations that this information will become collected and disclosed in accordance with this agreement and consents to MEA/MEAQ disclosing some or all of the member's personal information and/or sensitive information to the Partners of MEA/MEAQ. "Partners of MEA/MEAQ" means third parties with which MEA/MEAQ has an agreement, arrangement or understanding in relation to the offer of or the provision of services by that third party intended to be for the benefit of the member and/or MEA/MEAQ, for example but not limited to entities which are involved in the Master Program.

Subject to the foregoing, MEA/MEAQ does not provide mailing lists to other organisations except for the purpose of providing information or delivering services of MEA/MEAQ or entering into arrangements intended to benefit members and then only subject to the recipient agreeing to treat the mailing list as confidential and only deal with it in accordance with the instructions of MEA/MEAQ as the case may be.

MEA/MEAQ will cooperate with all law enforcement bodies in providing information if required.

Members are able to access their personal information upon request in writing to MEA/MEAQ. A reason for the request need not be given. However, the member making the request may be asked for proof of identity. This is necessary to ensure that personal information is provided only to the correct party and that the privacy of others is not undermined. Following such a request MEA/MEAQ will provide a printed copy of any personal information held within fourteen (14) days. Access will be denied if:

- The request does not relate to the personal information of the person making the request.
- Providing access would create an unreasonable impact on the privacy of others.
- The request is frivolous and vexatious.
- The request relates to existing or anticipated legal proceedings.
- Providing access would prejudice negotiations with the individual making the request.
- Access would be unlawful.
- Denial of access is authorised or required by law.
- Access would prejudice law enforcement activities.
- Access discloses a "commercially sensitive" decision making process or information.
- There are any other reasons provided for in the Privacy Act.

Notices

A notice given by a party under this agreement must be in writing and delivered by hand or registered post or sent by email. A communication will be deemed to be received:

- If hand delivered, on the next following business day.
- If posted, on the seventh business day after posting.
- If sent by email, at the time shown in the delivery confirmation report generated by the sender's email system (unless an answerback code is received by the sender which indicates the email transmission has not been successful).

Waiver

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.

A waiver must be in writing and signed by all parties.

Assignment

Any rights you have under this agreement are personal and may not be assigned without our prior written consent.

General

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. This agreement constitutes the entire agreement of the parties and supersedes all prior representations, undertakings and agreements. 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.

A term which refers to a natural person includes a company, a partnership, an association, a corporation, a body corporate or a joint venture.

A reference to a party includes their respective successors, personal representatives and permitted assigns.

A reference to a document includes a reference to that document as amended, novated, supplemented, varied or replaced.

A reference to this agreement includes any annexure and any schedule (if any) to this agreement.

Definitions

In these Term and Conditions:

“Application Form” means the form which you have completed to become a member of MEA/MEAQ or subscribe to any MEA/MEAQ service. This form may be online or a hard copy version.

“Intellectual Property” means all intellectual property of us relating to the membership and services referred to in the Application Form including but not limited to any trademarks, 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.

“Services” means any of the services provided by us as referred to in the Application Form.



Master Electricians Association Queensland Industrial Organisation of Employers ABN 40 669 256 171 (MEAQ)
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