

# Membership & Subscription Terms and Conditions

In these terms and conditions, 'Master Electricians Australia' and 'MEA' is a reference to Master Electricians Association Limited ACN 163 222 642 (MEAL) and/or Master Electricians Association, Queensland Industrial Organisation of Employers ABN 40 669 256 171 (MEAQ), as the context permits.

By submitting the membership application form, the applicant confirms that they have read and agree to be bound by:

- these membership Terms and Conditions;
- the [Code of Ethics](#) attached to the application form and set out on the Master Electricians Australia webpage;
- the MEA [rules](#)<sup>^</sup>, any by-laws and regulations;
- applicable Certification Rules for Australian trade mark Nos 2141755, 2141756, 2141757, as set out on the Master Electrician Australia webpage; and
- any agreements with MEA,

as may be amended from time to time.

The applicant / member agrees to be bound by all decisions that are now in place or may be adopted by MEA in the future from time to time.

Provided an accepted applicant remains a financial member of MEA in good standing ('member'), the member acknowledges that MEA allows access to MEA's goods and services, as relevant to the member's level of membership obtained, and permits members to display MEA's logo (including bronze, silver or gold logo as applicable to the member's level of membership) to promote their membership (in accordance with the rules and regulations of MEA).

The applicant / member warrants that all the information provided in the membership application is true and correct.

## Membership

On acceptance of a membership application, the member agrees to become a member of MEAQ (Queensland based contractors) or MEAL (contractors based in all Australian states & territories except Queensland), each referred to as 'MEA'. Acceptance of a membership application constitutes a contract of membership between MEA and the member. Members guarantee a payment of \$10 to MEA should MEA be wound up.

## Services

MEA will provide membership services to the member while the member is a financial member of MEA. At its sole discretion MEA may provide some membership services for a period while the member is not a current financial member.

If you are applying to participate in additional services offered by MEA or its partners then you agree to the following:

- The member is entering into a contract with the relevant service provider/s named in the application form or other offering.
- The fees for MEA services are as set out in the membership application form, on MEA's website or in a written MEA pricing guide.
- MEA may reasonably vary the fees for each service at any time.

<sup>^</sup>Means the MEA Constitution, as available on the website.

- Provision of any service is for a minimum period of 12 months and will automatically continue from year to year.
- The member may terminate a service after the end of each 12 month period, provided the member has given 60 days written notice of their wish to terminate such service to MEA and further provided that all fees payable to the end of the current 12 month period are paid.
- MEA may reasonably vary the nature of any service at any time.
- MEA may reasonably vary acceptance or accreditation requirements at any time.
- MEA is not a party to any agreement between a member and a product or service partner of MEA.

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

Master Program [terms and conditions](#) can be accessed [here](#) and on the MEA website.

## Payment for Services and membership Fees

You may elect to pay annual membership by 12 equal monthly instalments or annually in advance. All one-off fees are payable in advance.

Where you elect to pay annual fees in advance:

- a tax invoice will be issued to you on receipt of your application and payment;
- your first membership payment may be on the basis of a part-year at MEA's election, in which case you agree you are paying monthly instalments in advance for that first part-year (or year if you do not commence an annual subscription);
- for subsequent years, annual membership will commence on the nominated date by MEA, as the nominated date of admission to annual membership, and will renew annually thereafter, unless MEA advises in writing of a change in renewal date;
- MEA may in its sole discretion apply a discount for annual fees paid by a nominated date.

Where you elect to pay your annual fees by 12 monthly instalments:

- a direct debit / credit card agreement must be submitted with the application.
- in the month in which your agreement is signed and annually, an advice will be issued to you to support your monthly claim for input tax credits.
- your first direct debit will be due on application and will be debited on receipt of your application. This is refundable if your application is rejected for any reason.
- your second and subsequent monthly direct debits will be due and debited on a nominated date each month. MEA will inform you of the approximate monthly date.
- in the event that your membership is terminated for any reason during the 12 month period commencing from your anniversary date, the balance of the annual fees not yet paid as at the date of termination must be paid (and may be recovered as a debt due and payable to us).

## Privacy and Credit Reporting

MEA is committed to ensuring compliance with the Australian Privacy Principles when handling personal information in accordance with relevant privacy laws. The member acknowledges that it has read, understood and agrees to terms and conditions of MEA's privacy policy, a copy of which is available on our [website](#).

MEA makes every effort to keep personal information accurate and up-to-date. The member agrees to inform MEA of changes to information as soon as possible.

MEA treats all personal information as confidential and takes all reasonable steps to protect the personal information we hold from misuse, interference and loss, and from unauthorised access, modification or disclosure.

MEA does not disclose personal information to any third parties without the member's consent. The member consents to disclosures set out in these Terms and Conditions and our Privacy Policy.

The member agrees that MEA may collect, use and disclose personal information collected by MEA, including for purposes noted in MEA's Privacy Policy or these Terms and Conditions, to other related entities of MEA and partner associations, and product and service partners of MEA for marketing, research or other uses, including without limitation:

- the provision of improved services such as:
  - a. Billing and account management;
  - b. Business planning and product development; and
  - c. To provide you with information about promotions, as well as the products and services of MEA partner organisations;
- the distribution of regular publications; and
- in conjunction with MEA's website for the display of contact details (for example on the 'Find a Master Electrician' online tool where a member has opted to participate in that service).

MEA will cooperate with all law enforcement bodies in providing information where required by law.

Members may access their own personal information upon request in writing to MEA. The member making the request may be asked for proof of identity. MEA will comply with the Privacy Act in responding.

Under the Privacy Act, if you engage MEA's services you may be viewed as applying for credit from MEA, in the form of us providing services and/or products to you and allowing you more than 7 days to pay the debt for such services and/or products. If you apply for credit from MEA or a related entity we may collect and use all types of 'credit information', as that term is defined in the Privacy Act, being personal information that has a bearing on credit that you have applied for or obtained from us. It also extends to information about you as a guarantor of any credit provided by us.

In certain circumstances permitted by the Privacy Act, we may disclose this information to a credit reporting body.

The credit information we hold about you may be stored as follows: a) Electronically on servers located in Australia and overseas; b) On computers located at our premises; and c) In hardcopy files located at our premises. Your credit information is protected by various physical and electronic security measures, such as locks and passwords. We also train our employees to maintain the security of your information.

If you wish to make a complaint about how we manage your information please email us at [info@masterelectricians.com.au](mailto:info@masterelectricians.com.au) or phone on [1300 889 198](tel:1300889198).

We will acknowledge your complaint in writing, within 7 days of receipt. At this time, we will advise you if we require any further information. We will then conduct an investigation into your complaint. We may consult with relevant third parties to resolve your complaint. We will provide you with our decision within 30 days from the date of your complaint (unless you consent to a longer time frame in writing). If you are

unhappy with the outcome and our decision you may complain to the Office of the Australian Information Commissioner about the way we handled your credit related personal information: Office of the Australian Information Commissioner: GPO Box 5218 Sydney NSW 2001 Phone: 1300 363 992  
Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au) [www.oaic.gov.au](http://www.oaic.gov.au)

The Credit Reporting Privacy Code requires us to notify you of certain matters simultaneously or prior to the time of collecting personal information that is likely to be disclosed to a credit reporting body, namely: **a)** the credit reporting body may include the credit related personal information we provide to it in reports, which it then provides to other credit providers to assist those other credit providers to assess your credit worthiness; **b)** If you fail to meet your payment obligations in relation to credit or commit a serious credit infringement, we may be entitled to disclose this to a credit reporting body; **c)** You can request a copy of these Terms and Conditions by written request to us or obtain it directly from our website; **d)** You can request a copy of a credit reporting body's credit reporting policy: **i.** From its website; or **ii.** By writing to it directly, using the details provided to you; **e)** You can request a credit reporting body not to use your credit related personal information for the purposes of pre-screening for direct marketing by credit providers; **f)** You can request a credit reporting body not to use or disclose your credit related personal information if you believe on reasonable grounds that you have been, or are likely to be, the victim of fraud.

## Intellectual Property

If as a member you are entitled 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.
- acknowledge 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.
- agree to only use the Intellectual Property in the manner directed by us from time to time.
- will notify us at the earliest opportunity if you become aware of any infringement of our Intellectual Property by any third party.
- 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.
- 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.
- will not provide MEA's Intellectual Property to any other person and will not represent MEA's Intellectual Property as your own.
- agree that upon termination of your membership of MEA 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.

"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.

## Complaints

If you are not satisfied with MEA's conduct or provision of services you can contact us online at <https://www.masterelectricians.com.au/contact-us/> or by phone 1300 889 198 and we will respond to your concerns within 14 days.

## Termination

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

- ceases to provide the services unless there is a permitted reason.
- has a receiver or manager appointed or are placed in liquidation.

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

- have a receiver or manager appointed, are placed in liquidation or are 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.

In the event of the termination of membership or any service for any reason, the member agrees that it will not be entitled to claim or receive any damages for the loss of such services or resulting from termination of membership, other than a pro-rata refund of fees paid if the termination is necessary due to failure on MEA's part.

## General

The member acknowledges and agrees that it is operating an electrical services or related business within the electrotechnology industry in Australia and that it holds all necessary licences, certifications, permits and authorities to conduct such a business.

MEA reserves the right to accept or reject any application for membership or services at its sole discretion.

MEA reserves the right to withdraw credit or services to a member and to cancel a member's membership at any time. MEA may in its sole discretion, without prior notice and for its own convenience cancel any trading arrangements with the member.

Upon cancellation of the member's membership or credit with or without notice, all liabilities incurred by the member become immediately due and payable to MEA.

MEA reserves the right not to honour any incorrect offers represented made by genuine human or system error. If an order made by a member is affected by an error (or e.g., in a description, an image, price or otherwise), MEA may reject that part of the order affected by the error. The member will be refunded the value of that part of the order affected by the error and MEA will fulfil the remainder of the order.

Except as expressly provided in these Terms and Conditions, all express and implied warranties and conditions under statute or general law as to description, quality, suitability, or fitness of any goods or services for any purpose or as to design, assembly, installation, materials or workmanship or otherwise, are hereby expressly excluded. MEA shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, installation or operation of any goods or services, or arising out of contract or negligence or in any way whatsoever.

MEA's liability for trade and non-consumer sales for a breach of condition or warranty implied by the Competition and *Consumer Act 2010* (Cth) (**Act**) is limited to any one or more of the following:

- a. where the supply is for goods:
  1. the replacement of the goods or the supply of equivalent goods;
  2. the repair of the goods;
  3. the payment of the cost of replacing the goods or acquiring equivalent goods; or
  4. the payment or the cost of having the goods repaired.
- b. where the supply is for services:
  1. supplying the services again; or
  2. providing for the cost of having the services supplied again.

MEA is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the member.

If the member is a consumer for the purposes of the Australian Consumer Law the following statement applies:

*Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:*

- 1. to cancel your service contract with us; and*
- 2. to a refund for the unused portion, or to compensation for its reduced value.*

*You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.*

Nothing in this Agreement will be read or applied so as to exclude, restrict or modify any condition, warranty, guarantee, right or remedy implied by the law (including the Act) and which by law cannot be excluded, restricted or modified.



The member agrees that MEA may make all reasonable investigations from time to time into member's financial standing and credit worthiness, including but not limited to the following:

- a. Obtaining a credit report from a credit or commercial reporting agency containing personal or commercial credit information about the member and their credit worthiness, standing, history or capacity;
- b. Giving to, and obtaining from, the member's trade references, any credit provider, or anyone MEA may reasonably consider necessary, information about the member's personal or commercial credit status; and
- c. Obtaining information from a financial professional for purposes connected with the business, trade or profession of the member.

The member acknowledges and agrees that the member is only a member of MEA and does not have any right to speak on behalf of MEA or bind MEA to any agreement. Where the member is approached by media in respect of matters concerning MEA the member must refer the matter to MEA. The member agrees to indemnify MEA and keep MEA indemnified against any claim, loss, damage or expense related to the member's breach of this clause.

The member acknowledges that they will treat all MEA staff, volunteers, members, and other stakeholders with respect.

An unpaid invoice of MEA is proof of the monies owing by the member as at the date of the invoice unless the member proves to the contrary.

Any rights a member has under these Terms and Conditions are personal and may not be assigned without our prior written consent of MEA.

MEA may change or vary these Terms and Conditions by giving the member reasonable notice in writing. Continued use of the Association's services after notification of the changes is subject to those changes. Where the member does not agree to changed Terms and Conditions the member may terminate their membership prior to the date those changes are given effect as noted in the notice given to the member.

Failure to exercise, or delay in exercising, any right under these Terms and Conditions shall not constitute waiver of that or any other right, nor shall it prelude or restrict any further exercise of that or any other right or remedy. Any waiver by MEA must be in writing.

A party claiming that a dispute has arisen under these Terms and Conditions or MEA's rules or regulations shall give written notice to the other party providing particulars of the dispute and nominating a person with authority to settle the dispute.

- a. The authorised persons shall within ten (10) business days of giving the notice of the dispute will discuss the dispute with the other party, in good faith and without prejudice, and seek to resolve the dispute.
- b. If the dispute is not resolved within twenty (20) business days of giving the notice of the dispute, a party may refer the dispute to the Resolution Institute for conciliation, expert determination or arbitration.
- c. If any dispute resolution outcome is in favour of MEA, the member shall pay MEA's legal costs on a solicitor / own client basis.

If the member becomes insolvent, the member remains liable for payment of all liabilities incurred pursuant to these Terms and Conditions.

Members remain solely responsible for the operation of their 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. Members do not have a right of action, claim, demand or any other action against MEA in respect of any such matters whatsoever and agree that these Terms and Conditions may be pleaded as a bar against any such proceedings. The member indemnifies MEA against any right of action, claim, demand or any other action whatsoever, including by any third party, arising out of the member's breach of these Terms and Conditions and expressly agrees that this indemnity is for the benefit of any third party owned or controlled by MEA.

The member acknowledges and agrees that these Terms and Conditions will be governed by the laws of Queensland and the laws of the Commonwealth of Australia which are in force in Queensland, and the member submits to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.

These Terms and Conditions constitutes the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this Agreement are merged in this Agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this Agreement or constitutes any collateral agreement, warranty or understanding.

#### Force majeure

- a. MEA is not liable for any loss caused to the member by reason of strikes, government restrictions, pandemics, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond MEA's control.
- b. Notwithstanding anything contained in this agreement, if MEA is unable to trade due to strikes, government restrictions, pandemics, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond MEA's control, then MEA's obligations under these Terms and Conditions are suspended until the date MEA is able to trade again.

A notice given by the member to MEA 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 fifth 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).

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 person 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.