

**Lead.Connect.**
**Applicants details**

Member number \_\_\_\_\_ ABN \_\_\_\_\_

Entity/ Company name \_\_\_\_\_

Registered business/ Trading name \_\_\_\_\_

I / We \_\_\_\_\_ being eligible to do so hereby apply for membership of Master Electricians Association Limited (MEA) and/or admission to the selected services below and confirm that I/We have read and will comply with the terms and conditions.

Website \_\_\_\_\_ Phone \_\_\_\_\_

Postal address \_\_\_\_\_ Postcode \_\_\_\_\_

Street address \_\_\_\_\_ Postcode \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

**Prime contact**

Title \_\_\_\_\_ First name \_\_\_\_\_ Last name \_\_\_\_\_

**Staff breakdown** (only count individuals once)

Directors/partners \_\_\_\_\_ Office staff (not included for invoicing purposes) \_\_\_\_\_ Trades persons \_\_\_\_\_

Apprentices \_\_\_\_\_ Labourers \_\_\_\_\_ Total Staff (excluding Office Staff) \_\_\_\_\_ Vehicles for signage \_\_\_\_\_

Directors name/s (if applicable) \_\_\_\_\_

Qualified technical person \_\_\_\_\_

Contractor licence number \_\_\_\_\_ Name on licence \_\_\_\_\_

**Other representatives**

Name \_\_\_\_\_ Email \_\_\_\_\_ Mobile \_\_\_\_\_

Name \_\_\_\_\_ Email \_\_\_\_\_ Mobile \_\_\_\_\_

Name \_\_\_\_\_ Email \_\_\_\_\_ Mobile \_\_\_\_\_

Name \_\_\_\_\_ Email \_\_\_\_\_ Mobile \_\_\_\_\_

**Services required**

Service Provider	Service
MEA	<input type="checkbox"/> Core membership <input type="checkbox"/> Associate membership <input type="checkbox"/> Industry supplier
MEA	<input type="checkbox"/> Core membership <input type="checkbox"/> Associate membership <input type="checkbox"/> Industry supplier
MEA	<input type="checkbox"/> Master Electricians Accreditation
MEA	<input type="checkbox"/> ME Safety <input type="checkbox"/> Safety Assessment
MEA	<input type="checkbox"/> Master Electricians Energy Efficiency course (separate enrolment form must be completed)

**Accreditation Program**

<input type="checkbox"/> 12 month workmanship guarantee	<input type="checkbox"/> Trade experience
Active safety system: <input type="checkbox"/> ME Safety	<input type="checkbox"/> Safety system assessment
Energy efficiency qualifications: <input type="checkbox"/> Master Electricians Energy Efficiency course	<input type="checkbox"/> Other

Fees	Annual fees**	One-off cost*	Monthly Instalment**
MEA Membership			
Master Electricians Membership			
ME Safety			
Safety system assessment			
Master Electricians Accreditation			

\*Includes GST. \*\*Refer to Terms and Conditions.

 Annual Payment scheduling  Monthly instalments  Up-front payment Payment options  Direct debit  Credit card

 I have completed the direct debit authorisation agreement.

 I have read and agree to the Terms and Conditions overleaf and acknowledge that I have had the opportunity to read any further documents referred to in such terms and conditions.

 I warrant the information above is correct and acknowledge that it will be relied on by third parties including by an insurer where I am applying for ME Safety.

 I have completed the ME Safety insurance application form, if applicable.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

(Authorised representative of member)

## TERMS AND CONDITIONS

### Parties

In these Terms and Conditions “we”, “us” and “our” are used to refer to such of the following as the context permits Master Electricians Association Limited ACN 163 222 642 (“MEA”).

“You” and “your” are used to refer to the applicant referred to in the Application Form attached.

### Membership of MEA.

By completing and signing this Application Form, you agree to become a member of MEA and you further agree that you will be bound by the Constitution of MEA and your rights and responsibilities contained in the Constitution. A copy of the constitution is available from MEA or the Queensland Industrial Relations Commission.

### Membership of MEA

By ticking the box regarding MEA Membership on the application form, you agree to become a member of MEA and be bound by the Constitution of MEA and your rights and responsibilities contained in the Constitution. If you are applying to be an Accredited Member of MEA, you guarantee the payment of \$10 by you to MEA should MEA be wound up. A copy of the Constitution is available from MEA.

### Services

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

- You are entering into a contract with the relevant service provider/s named in the Application Form attached
- The annual fees for each service are as set out in the Application Form
- We may reasonably vary the fees for each service at any time
- Provision of any service is for a minimum period of 12 months and will automatically continue from year to year
- You may terminate a service at any time after 12 months upon giving 60 days written notice to us provided that you have paid all fees payable to the end of the current yearly period
- We may reasonably vary the nature of any service at any time
- We may reasonably vary acceptance or accreditation requirements at any time.

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

### Payment for Services and Membership Fees

You may elect to pay annual fees by monthly instalments or annually in advance. All one-off fees are payable in advance. ME Safety payments are on a monthly instalments basis only. Where you elect to pay annual fees in advance, a tax invoice will be issued to you on receipt of your application and payment; and thereafter, on or before your anniversary date each year. Your subsequent anniversary dates are your due date for payment of annual fees.

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

- A direct debit agreement must be submitted with the application
- In the month in which your agreement is signed and on your anniversary date each year, 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 or about the 19th of each month or on or about the first business day after the 19th of each month.

### 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.

### Accreditation

If you are applying to be an Accredited Member of MEA you are required to provide to us evidence that you meet the accreditation requirements particulars of which are set out on our website.

In order to ensure that you continue to meet accreditation requirements you hereby authorise us to conduct an assessment of your business each year.

We have the right to terminate your accreditation at any time and without notice in the event that we are satisfied that you have failed to meet the accreditation requirements, have failed to pay the requisite fees by their due date, have breached these terms and conditions in any way or have brought us or our name or brand into disrepute.

### Termination

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

- Cease to provide the service for any reason
- Have a receiver or manager appointed or is 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.

### Intellectual Property

If you are accepted for membership of 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 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 prorata 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 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 makes every effort to keep personal information accurate and up-to-date. Information is promptly updated when errors or changes are brought to attention.

MEA treats all personal information as confidential.

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

MEA does not disclose personal information to any third parties without the member's consent.

MEA does not provide mailing lists to other organisations.

MEA 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. 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 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, or

- 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 facsimile. A communication will be deemed to be received:

- If hand delivered, on the next following business day
- If posted, on the third business day after posting, or
- If sent and received by facsimile, on the next following business day.

### 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 to which this Terms and Conditions is the overleaf
- “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.