



ECA SAFETYCONNECT PTY LTD

APPLICATION

FOR

MEMBERSHIP





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TERMS & CONDITIONS OF MEMBERSHIP

1. Application

- All applications to join the SafetyConnect Program shall be in writing, signed by the applicant and in the form required by SafetyConnect.
- An application will not be accepted unless a form of payment acceptable to SafetyConnect has been selected and all details provided.
- All applications must include a suitable completed application form for Business Practices Protection Insurance.
- It is a condition of membership that members will have available at all times a copy of the latest version of the legislation detailed in The Second Schedule.
- The contract commencement date is the date of the “setup” meeting.
- This document, together with the application for the SafetyConnect program, signed by the parties constitutes the entire agreement between the parties and supersedes all prior discussions, undertakings, and agreements.

2. Definitions

Within this document and the SafetyConnect Program:-

- “SafetyConnect” shall mean SafetyConnect Pty Ltd
- “ECA” shall mean the Electrical and Communications Association of Queensland Industrial Union of Employers.
- “Master Electricians” shall mean Master Electrician Australia Pty Ltd
- “Master Electrician” shall mean a member of the Master Electrician Australia Pty Ltd Program

3. Eligibility and Membership

Membership of SafetyConnect is available to Licensed Electrical Contractors that are:-

- Financial members of ECA Queensland, or
- Financial members of Master Electrician, or
- Such other applicants approved by SafetyConnect

Membership continues for financial members, who continue to comply with the requirements of membership, until written notice of termination, in accordance with Clause 7, is received by either party.

4. Payment

- Fees shall be as determined by SafetyConnect from time to time. All fees are quoted exclusive of GST.
- Current fees are displayed in the First Schedule.
- In the month in which we carry out the “setup” meeting, and on the annual anniversary of this date, we will send you a tax invoice showing the annual total amount. If you are paying monthly, the invoice will be marked, “Do not to pay on this invoice”, and noting that monthly payments are required.

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- From time to time we may send you a statement showing the details of your account.
- The preferred form of payment is monthly Direct Debit. Other forms may be approved.
- Direct debits are normally deducted from the nominated account on the 19th of the month.
- The first debit will be due in the month in which we carry out the “setup” or first “on-site” meeting for SafetyConnect.
- Where the “setup” meeting occurs prior to the 15th day of the month, you will be debited on, or after the 19th as in the item above.
- Where the “setup” meeting occurs after the 15th day of the month, you will be debited on the 19th of the following month. In this event you will have a dual debit, one debit for month one, and one debit for month two.
- Other forms of payment
 - Other forms of payment are available including:-
 - Credit cards (any additional fees are added)
 - Cheque
 - Annual payment

5. Acceptance or rejection of application

SafetyConnect will consider all completed applications and advise the applicant within 14 days from receipt of application.

Upon acceptance or rejection of an application, written notice shall be given to the applicant.

6. SafetyConnect Program

- All members are entitled to receive the SafetyConnect Program on an ongoing basis.
- The SafetyConnect Program shall be delivered as determined from time to time by SafetyConnect.
- SafetyConnect will constantly review the program and carry out such amendments and improvements as are considered necessary.

7. Termination of membership

- A Member may terminate this agreement by providing one month’s written notice to SafetyConnect provided that, a minimum of twelve months subscription fees have been paid. The balance of the annual Business Practices Protection Policy shall be a debt payable by the member.
- A Member who:-
 - is convicted of an indictable offence; or,
 - ceases to hold a current electrical contractor’s licence or other such qualification as approved by SafetyConnect; or,
 - is convicted of a serious (in the opinion of SafetyConnect) breach of law with respect to a safety or workplace or health issue in respect of the Member’s business operations; or,

TERMS & CONDITIONS OF MEMBERSHIP

- persistently fails to implement, perform or carry out their SafetyConnect responsibilities; or
- has subscription fees in arrears for a period of two months or more; or
- Conducts himself or herself in a manner considered to be injurious or prejudicial to the character or interests of ECA, SafetyConnect or Master Electricians,

...may be terminated from the program by written notice from SafetyConnect.

- SafetyConnect shall be entitled to terminate this agreement by written notice to the Member. In such circumstances, this agreement will be deemed to be terminated two business days after SafetyConnect has given notice in accordance with this agreement.
- In the event this agreement is terminated as it applies to a Member, the member must immediately cease to use any of the Intellectual Property, any part of the SafetyConnect Program and all materials, documents, systems and procedures provided to them as part of the SafetyConnect program and return to SafetyConnect all such things including all superseded versions, (paper, electronic and visual including any film or video recording) ("Program Materials"). They must also immediately remove all Program Material from their marketing material, including any signage, their website, yellow pages advertisements, and any other form of promotion whatsoever.

8. Nature of membership

Members acknowledge that notwithstanding the use of the term "Member" or "membership" or similar terminology, the arrangement between SafetyConnect and the Member is one of mere contract for the delivery of services by SafetyConnect to the Member and that being a "Member", does not give the Member any right of membership of any club, association, body or other entity. Members further acknowledge that in the event of termination of this agreement a Member shall have no right to and shall not allege or maintain that the Member is entitled to or has been denied natural justice in respect of the termination of the agreement. No proceedings can be commenced by a Member (other than for breach of contract) by SafetyConnect in respect of or arising out of or in any way connected with the termination of an agreement on these terms and conditions by SafetyConnect and the Member consents to this agreement being pleaded as a bar or estoppel to any such proceedings whatsoever.

9. Public acknowledgement of membership

So long as a member is a financial member, and is not in breach of this agreement, the member shall be entitled to promote itself as having the SafetyConnect program in operation of its business on the terms set out below.

SafetyConnect grants such Members a non-exclusive license to promote themselves as a participant in the SafetyConnect Program.

Members acknowledge that:-

SafetyConnect is the sole owner of, and is lawfully entitled to use the name "SafetyConnect" and all Intellectual Property in that name and the SafetyConnect program as it exists from time to time;

The Members' rights to use the Intellectual Property and the SafetyConnect program is derived solely from this agreement and is limited by it;

TERMS & CONDITIONS OF MEMBERSHIP

They may display the words "SafetyConnect" or any other SafetyConnect approved symbol;

At all times in all respects comply with the directions of SafetyConnect regarding any actions, or in pursuit of any proceedings arising out of any claim in respect of any association with the SafetyConnect Program, and assist SafetyConnect in any such actions. Members acknowledge that any damages or similar benefits arising out of any claim are exclusively those of SafetyConnect.

10. Indemnity

Members acknowledge that notwithstanding implementation and delivery of the SafetyConnect Program, members remain solely responsible for the operation of their own business, and that no member has a right of action against SafetyConnect.

11. Notices

A notice, request, consent or other communication to be given under this agreement must be in writing, delivered by hand, registered post, facsimile, or email.

12. Member Requirements

It is a condition of membership that each member will have available at all times, at least one copy of the latest version of the legislation detailed in The Second Schedule.

Note: *These documents are available from ECA and must be present at system install.*

13. SafetyConnect Manual

One copy of the manual is supplied on commencement of this contract. Additional copies when required are available for download from the Central Database.

Updates will continually become available on the Central Database for download.

14. Program Outline

The following services will be provided by SafetyConnect, and are included in the monthly fees:-

- A safety service to meet the members obligations under the relevant State and Territory Electrical and Workplace Health & Safety Legislation, suitable for use in the Electrical, and /or Communications Contracting Industry
- Coordination of all the activities involved in the Program
- Trained and qualified facilitators to implement and run the Program as designated
- SafetyConnect introduction meeting at member premises
- Training of the member's nominated administrative representative(s) in the system (setup meeting)
- Inducting and training for member's staff in suitable sized groups, (15 employees is regarded as a suitable size).
- Arranging, managing, providing documentation, and running safety meetings every two months

TERMS & CONDITIONS OF MEMBERSHIP

- Arranging, managing and providing documentation for tool box meetings every two months
- Annual audit of compliance
- Regulator audit and investigation assistance
- Continuous improvement of the Program
- Provision of a central database
- Business Protection Insurance

Additional activities can be included but may attract a fee.

The following services are the responsibility of the member:-

- Holding and recording bi-monthly tool box talks based on SafetyConnect documentation
- Recording of master details in the SafetyConnect central database
- Recording of activities generally
- Testing of equipment
- Induction of employees post the initial induction
- Training of staff
- Internal audits
- Use of and compliance with the requirements for work method statements

15. Flexibility

SafetyConnect is truly flexible and is able to modify many parts of the program to suit the requirements of your business.

16. Additional Capability

SafetyConnect is able to provide a wide range of additional, at cost, facilities. Below is a précis, but we encourage you to discuss your specific needs with us, and we will develop more details and a full costing for you.

- Smaller contractors who work alone can be catered for either in regional groups, or singly within a group via the SafetyConnect video meeting program. Within groups we will provide both safety and tool box meetings.
- Members with remote groups of workers, regardless of location can be catered for via the video meeting program also.
- Large contractors can replace SafetyConnect facilitators with their own specialist safety staff if they wish.
- Contractors with work remote from their office can arrange for SafetyConnect to represent them for all safety matters on remote sites.
- A Project QA manual is now available to support the QA requirements of larger jobs.
- SafetyConnect facilitators will prepare work method statements on an as required basis. Just contact ECA for details.



PAYMENT DETAILS

ACCEPTANCE OF TERMS AND CONDITIONS

17. Acceptance of Terms & Conditions

On behalf of this company I apply to join the SafetyConnect program. I acknowledge that I understand the requirements and conditions, and that I am empowered to sign this document.

Member	Please Print Name	Please Sign	Date
SafetyConnect (Office Use Only)	Please Print Name	Please Sign	Date

THIS APPLICATION IS ON BEHALF OF:-

Company Name: <small>The formal legal name of your organisation</small>	
Trading Name: <small>The name under which you trade with your customers</small>	<small>This name will appear at the top of each page in your SafetyConnect manual(s)</small>
Common Name: <small>This name will be used within the text of the manual.</small>	<small>This name will be used within the text throughout your SafetyConnect manual</small>
Directors	<small>These name/s will appear in your SafetyConnect Manual</small>
ABN:	
ECA Member Code:	<small>If you know what it is</small>
Master Electrician No.	<small>If you know what it is</small>
Business Address:	
Postal Address:	
Communication	Phone: Mob: Email:
Contractor's Licence	Lic No: Name on Licence:
Representative <small>This person will have access to the SafetyConnect central database</small>	Name: Mob: Email:



FEE SCHEDULE

18. Payment Format Request					
PREFERRED PAYMENT DETAILS					
ANNUAL INVOICE <input type="checkbox"/> ONE PAYMENT IN ADVANCE FOR THE YEAR	MONTHLY CHEQUE <input type="checkbox"/> YOUR RESPONSIBILITY TO PAY IN ADVANCE MONTHLY				
MONTHLY CREDIT CARD <input type="checkbox"/> PROVIDE US WITH DETAILS AND WE WILL DEDUCT MONTHLY	DIRECT DEBIT <input type="checkbox"/> PROVIDE US WITH DETAILS AND WE WILL DEDUCT MONTHLY				
DIRECT DEBIT REQUEST					
Insert name and address of the financial Institution at which your account is held:	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px;"></div>				
Bank Account Details or	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">BSB No.</td> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">Account No.</td> </tr> </table>	BSB No.	Account No.		
BSB No.	Account No.				
Credit Card Details	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="border-bottom: 1px solid black; padding: 2px 5px;">Name on Card</td> </tr> <tr> <td style="width: 70%; border-bottom: 1px solid black; padding: 2px 5px;">Card Number _ _ _ _ _</td> <td style="width: 30%; border-bottom: 1px solid black; padding: 2px 5px;">Expiry Date 00/00</td> </tr> </table>	Name on Card		Card Number _ _ _ _ _	Expiry Date 00/00
Name on Card					
Card Number _ _ _ _ _	Expiry Date 00/00				
Insert the name of your account in full:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; padding: 2px 5px;">Name of your Savings or Cheque Account if paying by Direct Debit</td> </tr> </table>	Name of your Savings or Cheque Account if paying by Direct Debit			
Name of your Savings or Cheque Account if paying by Direct Debit					
Customer Signature(s)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; height: 40px;"></td> </tr> </table>				
Setup Date	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; padding: 2px 5px;"><u>Commencement Date</u></td> </tr> <tr> <td style="padding: 2px 5px;">SafetyConnect Admin Use Only</td> </tr> </table>	<u>Commencement Date</u>	SafetyConnect Admin Use Only		
<u>Commencement Date</u>					
SafetyConnect Admin Use Only					

FEE SCHEDULE

19. The First Schedule

* "Number of employees" below in the schedule of fees means inclusion of the marked classes of workers. Please detail the quantity in each box below.

Directors & Partners (without electrical qualifications)		Do not include	
All staff with electrical qualifications (including any Directors and Partners qualified to engage in trade work)		Please insert number	
Apprentices, labourers etc		Please insert number	
Office staff		Do not include	
Total number taken to schedule below >>>		Please insert number	
Number of Employees (*from total above)	Monthly Fees (ex GST)	Monthly Fees (Inc GST)	Select Applicable Fee
0 – 3	\$221.40	\$243.54	<input type="checkbox"/>
4 - 6	\$301.35	\$331.49	<input type="checkbox"/>
7 – 10	\$425.38	\$467.91	<input type="checkbox"/>
11 – 20	\$559.65	\$615.61	<input type="checkbox"/>
21 - 50	\$1114.18	\$1255.60	<input type="checkbox"/>
51 – 100	\$2142.25	\$2356.48	<input type="checkbox"/>
101 - 200	\$3046.30	\$3350.93	<input type="checkbox"/>
201- 500	\$3723.83	\$4096.21	<input type="checkbox"/>
Negotiated Fee			<input type="checkbox"/>

SECOND SCHEDULE

20. The Second Schedule

Document No	Description	Copy Held	Please supply copies	
			Prices Ex GST	Prices Inc GST
AS3000:2007	Electrical Rules Wiring			
Either	<i>(Hard version) Cover</i>	<input type="checkbox"/>	\$124.36	<input type="checkbox"/> \$136.80
Or	<i>(Soft Cover Version)</i>	<input type="checkbox"/>	\$109.63	<input type="checkbox"/> \$120.60
AS4836:2001	Safe Work Low Voltage	<input type="checkbox"/>	\$91.82	<input type="checkbox"/> \$101
AS3017:2007	Testing & Inspection Guidelines	<input type="checkbox"/>	\$110.91	<input type="checkbox"/> \$122
Add for Postage & Handling				\$11.00
Total				\$
PAYMENT TYPE REQUEST FOR STANDARDS REQUESTED				
INVOICE		<input type="checkbox"/>	CHEQUE	
CREDIT CARD		<input type="checkbox"/>	Please enter payment details on page 9	



INSURANCE PROPOSAL

1. Business Practices Protection Insurance Policy

Company Name <small>The formal legal name of your organisation</small>	
Contact Person	
Head Office Location	
Inception Date	Please leave blank

Staff Employed (please list numbers)

Directors & Partners	
Electrical trade staff (excluding above)	
Apprentices, Labourers etc	
Office Staff	

Claims Information

Please list below any fines or government investigations or inquiries you have been involved with in the last 5 years where the loss has exceeded a total of \$2500:

Declaration

Note:
 It is important that the named Organisation and all Subsidiaries and/or controlled entities thereof, and the authorised Director/Executive Officer completing this declaration on their behalf, are fully aware of the scope of this insurance so that these questions are answered correctly. If in doubt, please contact the ECA for assistance as non-disclosure may affect an Insured's and/or the named organisation's right of recovery under the insurance.

I, the under named, being Director/Executive/Responsible Officer of the named Organisation, after suitable inquiry, do hereby declare that:

- I am authorised to complete this Proposal on behalf of the Named Organisation
- All answers to the Questions contained in this Proposal are, after enquiry, true to the best of my knowledge & belief
- I understand that submission of this Proposal does not bind either the Insurer or the Named Organisation or any subsidiary companies/controlled entities thereof, to enter into a binding contract of Insurance.
- I understand that this application for insurance will be submitted on my behalf by SafetyConnect staff

Name	<small>Name of completing Officer</small>	<small>Signature</small>
Position/Title	<small>Title of completing Officer</small>	Date