



Motor Trade Association of WA
Your Business, Your Industry, Your Voice

TERMS AND CONDITIONS OF MEMBERSHIP

for the Motor Trade Association of WA

I. INTRODUCTION

By signing the MTA WA Membership Agreement you are agreeing to have been given a copy of this agreement and agree to abide by the rules of membership. You also acknowledge and agree that your business has all of the required licences and adheres to all applicable regulations to ensure that you are operating a legal automotive business.

This Agreement also relates to the Member's authority to Debitsuccess to directly debit the nominated bank account or credit card for all installments or fees due under the terms and conditions of this Agreement; where this payment option has been selected at the point of membership application.

II. DEFINITIONS

1. 'Agreement' means the Terms and Conditions of MTA WA Membership.
2. 'Member' means a financial member of the MTA WA being either Ordinary or Associate Member whose membership has been approved by the MTA WA Board of Management and operates the business under the registered business name in which the membership account has been created.
3. 'MTA WA' means the 'Motor Trade Association of Western Australia Incorporated' trading as the 'Motor Trade Association of Western Australia', PO Box 1060, BALCATTWA 6914.
4. 'Debitsuccess' refers to the appointed third party Direct Debit operator Debitsuccess Pty Ltd trading as 'Debitsuccess' ACN 095 551 581, APCA User ID Number 184534.
5. 'Business Partner' refers to any organisation that MTA WA has a valid partnership agreement contract to deliver products and services to MTA WA members.

III. RULES OF MEMBERSHIP OF THE MOTOR TRADE ASSOCIATION OF WA REQUIRES YOU TO:

1. Adhere to the member Code of Ethics.
2. Update your contact details when they change so that we can keep in touch.
3. Pay all agreed fees, ensure sufficient funds are available to cover all fees and advise us in advance if your bank account or credit card is closed or changed.
4. You acknowledge that it is your responsibility to advise MTA WA of your wish to cancel or terminate membership of the Association with a minimum of 30 days' notice prior to the scheduled direct debit withdrawal on your membership anniversary date.

IV. SPECIAL CONDITIONS REGARDING MEMBERSHIP ENTITLEMENTS

A. CONDITIONS

1. Membership entitlement will only be provided to applicants who have been approved by the MTA WA Board of Management and have paid the membership fees.
2. The Member agrees to be bound by the Constitution of MTA WA as amended from time to time.

B. CHANGES TO CONDITIONS

1. MTA WA reserves the right to change the conditions contained in Clause IV, A by providing you with one month advance written notice of any changes.

V. CANCELLATION/TERMINATION

A. DURING COOLING OFF PERIOD

1. Your membership is subject to a seven (7) day cooling off period. The cooling off period starts from the date the agreement is entered into (the "commencement date") and ends at close of business seven (7) days later and may be terminated under the following conditions.
 - (a) MTA WA requires a written request to terminate the membership within the timeframe specified as the cooling off period.
 - (b) All monies will be refunded with the exception of an administration fee as stated in the fee schedule (Schedule 1).
 - (c) You must remove any promotional material which declares your business a member of the MTA WA. This includes but is not limited to signage, advertising, brochures, stationery and website. If this is not done, MTA WA may refer your business to Department of Consumer Protection for misleading advertising and representation under the Australian Consumer Law.
 - (d) You will be required to pay for any services you consumed during the course of your membership at the 'non-member' rate this includes but is not exclusive to industrial relations, training, stationery, advertising, and occupational health and safety services.

B. CANCELLATION WITHIN MINIMUM 12 MONTH TERM

1. The Member may cancel this Agreement before the expiry of the minimum term of 12 months if:
 - (a) The Member provides MTA WA with a written cancellation request no less than 30 days prior to the date of cancellation;
 - (b) 12 months of fees have been paid in full and;
 - (c) all installments and fees due up to the date of cancellation are paid.
2. Any installments/fees due at the date of termination (including installments/fees which fall due during the notice period) will remain a debt owed to, and recoverable by, MTA WA.
3. This Agreement shall not be terminated until such time as this is confirmed in writing by the MTA WA (not more than 14 days after the termination date).
4. Termination of this Agreement will also terminate any Direct Debit Request Authority or Capricorn Account Payment Authority.
5. Upon termination, you must remove any promotional material which declares your business a member of the MTA WA. This includes, but is not limited to, signage, advertising, brochures, stationery and website. If this is not done, MTA WA may refer your business to Department of Consumer Protection for misleading advertising and representations under the Australian Consumer Law.

C. CANCELLATION AFTER MINIMUM 12 MONTH TERM

1. Where a member has chosen to pay their membership by Direct Debit or Capricorn:
 - (a) Unless cancelled in accordance with this clause, on the anniversary date of the commencement of the member's membership, the membership shall be automatically renewed for a period of 12 months from that date.
 - (b) Membership fees will continue to be debited until membership has been cancelled in accordance with this clause.

(c) the Member may cancel their membership, after the initial 12 month term, on the following conditions:

- (i) The Member provides MTA WA with a written cancellation request no less than 30 days prior to the anniversary of the commencement date of the Member's membership;
- (ii) 12 months of fees have been paid in full; and
- (iii) all installments and fees due up to the date of cancellation are paid

2. Where a member has not chosen to pay their membership by Direct Debit or Capricorn:

(a) An up-front annual membership fee will be charged annually as outlined in Section V (D), Annual Membership Renewal

(b) the Member may cancel their membership, after the initial 12 month term, on the following conditions:

- (i) The Member provides MTA WA with a written cancellation request no less than 30 days prior to the date of cancellation;
- (ii) 12 months of fees have been paid in full; and
- (iii) all installments and fees due up to the date of cancellation are paid.

3. The MTA WA will only refund cancelled membership fees which meet the requirements of the *Constitution of the Motor Trade Association of Western Australian Incorporated*. If these requirements are not met MTA WA will not refund fees paid, or part thereof, which have been made prior to date of termination. This includes annual membership fees.

4. Upon termination, you must remove any promotional material which declares your business a member of the MTA WA. This includes, but is not limited to signage, advertising, brochures, stationery and website. If this is not done MTA WA may refer your business to Department of Consumer Protection for misleading advertising and representations under the Australian Consumer Law.

5. Any installments/fees due at the date of termination (including installments/fees which fall due during the notice period) will remain a debt owed to, and recoverable by, MTA WA.

D. ANNUAL MEMBERSHIP RENEWAL

1. Memberships which are paid annually will be due to be renewed at the end of financial year. MTA WA will issue invoices for annual members at least eight (8) weeks prior to the date the fee is due.

2. If the fee to renew Annual Membership is not paid within 30 days of the invoice due date the membership shall be deemed 'un-financial' and suspended.

3. The membership shall remain suspended for 60 days after the date of suspension. If the membership fee is not paid within 60 days after the date of suspension the membership shall be terminated.

E. TERMINATION BY MTA WA

1. MTA WA reserves the right to terminate this membership agreement for failure to abide by any of the Conditions of Membership as outlined in Section III.

2. MTA WA may terminate the membership for non-payment of membership fees outstanding after 90 days.

3. The Member agrees to be bound by the Constitution of MTA WA as amended from time to time and in particular the provisions of the Constitution relating to disqualification, expulsion and suspension of members.

VI. PAYMENTS BY DIRECT DEBIT

1. If paying by Direct Debit the Member agrees to pay the installment amount at the agreed payment frequency until this Agreement is terminated in accordance with Section V. Should there be any arrears in payments the Member authorises MTA WA's direct debit service provider to debit the outstanding balance in order to bring the account up to date.
2. If the Member has chosen to pay fees by direct debit and the Member's automatic direct debit reverses or is returned to us by your financial institution Debitsuccess will attempt to contact you about retrying the debit.
3. If the debit remains outstanding it will be processed within 14 days of the reversal along with any associated reversal and late fees that apply, as set out in Schedule 1.
4. If the Member fails to pay the fees within 90 days of the due date, MTA WA may, by notice in writing, deem your membership 'un-financial' and refuse access to membership services. If the Member's membership remains outstanding; and after attempts by Debitsuccess or MTA WA to rectify the arrears, your membership may be forwarded to a collection agency for further action.
5. The Member agrees to pay Debitsuccess a debt collection fee amount equivalent to 4.0% of the full outstanding balance (being the expenses reasonably incurred in collecting the debt) upon initial referral to the debt collection/credit reporting agency.

VII. ADMINISTRATION FEE

1. The Member agrees to pay the administration fee as outlined in the fee schedule (Schedule 1) as an one-off joining fee payable to MTA WA on signing this Agreement.

VIII. PRIVACY

A. MEMBER SERVICE DELIVERY

1. By becoming a Member of the MTA WA you authorise the Association to share 'personal information' (as that term is defined in the Privacy Act 1988 (Cth)) with authorised third parties as detailed below in the course of delivering membership services:
 - (a) If you have chosen to pay membership fees by direct debit your information will be shared with Debitsuccess to provide you with services outlined in this agreement.
 - (b) MTA WA will provide Member's personal information to those organisations that are Business Partners of the MTA WA in the course of providing services and benefits to members.
 - (c) Personal information may also be collected to improve services through instruments such as, but not limited to, member satisfaction surveys. This information may also be shared with Business Partners.
 - (d) From time to time the MTA WA will send the Member information about the Association and its services or the services of Contracted Business Partners; this may include but is not exclusive to mail, email and phone calls.

B. ONLINE DATA COLLECTION

The MTA WA website uses cookies to provide members with services and to improve our website. Cookies and personal data are collected and used in the following ways:

1. Google Analytics is a web service provided by Google Inc. Cookies are used to generate data on website activity and usage. The cookies, which include IP addresses, are transmitted to and stored in Google servers in the United States where they are used to compile web-use reports. More information on Google's privacy policy can be found at: www.google.com.au/intl/en/policies/privacy. The Motor Trade Association of WA web servers automatically log information such as server address, date and time of visit and webpages accessed. No personal information is recorded These logs are used for website management and improvement.

IX. INCREASE IN FEES

1. If paying by Direct Debit, MTA WA may at any time AFTER the end of the minimum term (12 months), increase the installment amount by giving 14 days written notice to the Member's last known address.
2. If the Member wishes to terminate this Agreement as a result of the increase in the installment amount the Member must notify MTA WA in writing within 14 days of the written notice sent by MTA WA. The Agreement and membership will be terminated upon receipt of this notice. If the Member does not notify MTA WA of its intention to terminate this Agreement within the specified time period, then this Agreement will remain in force and the increase in the installment amount will be deemed to be accepted by the Member.

X. ENTIRE AGREEMENT

1. This Agreement, Direct Debit Service Agreement and Constitution of the Motor Trade Association of Western Australian Incorporated constitutes the entire agreement, understanding and arrangement (express and implied) between the Member, MTA WA and Debtsuccess relating to the subject matter of this Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.

XI. SCHEDULE 1 – FEES & CHARGES

	Fees (+GST)
Membership application fee	\$90.00
Direct Debit administration fee Percentage of membership fee	4.0%
Direct Debit one off administration fee	\$10



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