



ASSOCIATE MEMBERS

Restaurant
& Catering

Membership Application/Renewal Form

NEW SOUTH WALES / AUSTRALIAN CAPITAL TERRITORY / VICTORIA / TASMANIA /
QUEENSLAND / NORTHERN TERRITORY

RETURN COMPLETED FORMS:

Restaurant & Catering

PO Box 121

SURRY HILLS NSW 2010

T: 1300 722 878

F: 1300 722 396

E: restncat@restaurantcater.asn.au

New Member Existing member wishing to renew (member #: RCAM _____)

Contact Information

Name: _____ Position: _____

Email: _____ Phone: _____

Additional Contacts:

Name: _____ Position: _____ Email: _____

Name: _____ Position: _____ Email: _____

(The following details will appear on the R&CA website as part of your FREE Directory web listing)

Trading Name: _____

Company Name: _____

ABN: _____ Phone: _____

Mobile: _____ Fax: _____ Email: _____

Trading Address: _____

Suburb: _____ State: _____ Postcode: _____

Postal Address (if different): _____

Suburb: _____ State: _____ Postcode: _____

Website: _____

Description of Products/Services provided (approx. 100 words - this will be displayed on your FREE directory web listing). Please include a special offer of discount if it applies. Please attach a separate sheet if you require more space.

Please tick the relevant category

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Accommodation | <input type="checkbox"/> Coffee & Tea—Wholesale | <input type="checkbox"/> IT & POS Equipment | <input type="checkbox"/> Publications |
| <input type="checkbox"/> Accountants | <input type="checkbox"/> Commercial Design | <input type="checkbox"/> Legal Services | <input type="checkbox"/> Reservation Booking Systems |
| <input type="checkbox"/> Advertising/Marketing/Comms | <input type="checkbox"/> Consultants & Services | <input type="checkbox"/> Local Government Bodies | <input type="checkbox"/> Staffing Agencies |
| <input type="checkbox"/> Bank & Financial Institutions | <input type="checkbox"/> Equipment Sales & Suppliers | <input type="checkbox"/> Meat & Poultry—Wholesale | <input type="checkbox"/> Seafood—Wholesale |
| <input type="checkbox"/> Beverages | <input type="checkbox"/> Foodservice Distributors | <input type="checkbox"/> Music & Entertainment | <input type="checkbox"/> Superannuation |
| <input type="checkbox"/> Business Brokers, Auctioneers | <input type="checkbox"/> Hire Services | <input type="checkbox"/> Printing & Stationery Supplies | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Cleaning, Repairs & Pests | <input type="checkbox"/> Hospitality Furniture | <input type="checkbox"/> Promotional Products, Uniforms | _____ |

Membership Rates & Payment Options (all rates include GST)

- | | |
|--|---|
| <input type="checkbox"/> Single Associate Membership \$880.00 | <input type="checkbox"/> Gold Associate Membership \$4,100.00 |
| <input type="checkbox"/> Multi-State Associate Membership \$2,470.00 | <input type="checkbox"/> National Associate Membership \$3,820.00 |

Please select the states for your multi or national state membership : NSW/ACT VIC/TAS QLD/NT WA SA

Payment Details

Membership rate for 12 months \$ _____ PLUS joining fee of \$115 TOTAL: \$ _____

I wish to pay by: EFT (BSB#: 032008 ACC#: 115298) Visa Mastercard Amex Cheque (payable to Restaurant & Catering)

Please fill in if paying by EFT; Payment Date: _____ Reference: _____

Card Number: ____ / ____ / ____ / ____ Expiry: ____ / ____ CVN: _____

Card Name: _____ Signature: _____

Confirm here your acceptance of the terms and conditions overleaf Signature: _____ Date: _____

RESTAURANT & CATERING INDUSTRY ASSOCIATION MEMBERSHIP TERMS AND CONDITIONS

Restaurant and Catering Industry Association of Australia Incorporated (ARBN 609 050 857) trading as Restaurant & Catering Australia ("R&CA") agrees to provide services to members in accordance with the terms and conditions outlined in this Agreement.

1. Definitions:

- Agreement** means this Membership Agreement;
- Associate Member** means a natural person, firm, partnerships or corporation engaged in the manufacture, production, distribution or provision of goods and services relating to the Food service industry. Associate Members will not be entitled to vote at any General Meeting of the Association or and shall be not eligible for election to the Management Committee;
- Business Day** means a week day, excluding a public holiday in Sydney, New South Wales;
- Confidential Information** means all confidential, non-public or proprietary information, regardless of how the information is stored or delivered, exchanged between the parties before, on or after the Start Date of the agreement relating to the business, technology or other affairs of the Discloser of the information but does not include information:
- which is in or becomes part of the public domain other than through breach of this agreement or an obligation of confidence owed to the Discloser;
 - which was already known to the Recipient at the time of disclosure by the Discloser (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
 - which the Recipient acquires from a source other than the Discloser or any of its representatives where the Recipient is unaware that that source is not permitted to disclose such information;
- Direct Debit Agreement** is an agreement with R&CA that You may enter into, should you wish to pay your membership subscription fees via direct debit;
- Discloser** means the party disclosing the Confidential Information;
- End Date** means the expiry of the Initial Term, or extended term of this Agreement;
- Fees** means the total fees payable by Service Recipient from the Start Date to the End Date, and the fixed amount or method of calculation is specified in the "Fees" section of the Details;
- GST** means the goods and services tax defined in the GST Law;
- GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and associated regulations;
- Initial Term** means twelve (12) months from the Start Date;
- Insolvency Event** means
- an event where a party informs the other party or any of its creditors that it is insolvent or unable to pay its debts when due, and any action or step taken, or legal proceedings started for;
 - winding-up, dissolution, liquidation, or re-organisation of a company (other than a valid restructure of the entity); or
 - appointment of a controller, administrator, official manager, trustee or similar officer over any of its revenues and assets.
- Intellectual Property** means all intellectual property, including without limitation, copyright, designs, trade marks, service marks, business names, company names, moral rights, trade secrets, ideas, concepts, strategies, techniques, methodologies, materials, know-how, source codes, tools, templates, reports, systems, and logos, whether or not registered or registrable;
- Member** means any member of the Association but shall not include an Associate Member, an affiliate member or subscriber or honorary member;
- Membership Application** means the application form on the front part of this document, which forms part of this Agreement;
- Services** means any services provided by R&CA to the members as outlined in clause 4 of these terms;
- Start Date** is the date stated on the front page of this Agreement;
- Recipient** means the party receiving the Confidential Information;
- Tax Invoice** has the same meaning as in the relevant GST Act;
- Term** means the duration of the membership indicated on the front section of this Agreement;
- You** means the person or entity (including employees, directors, officers, representatives and agents) named on the front section of this Agreement.

2. Interpretation

- In these terms and conditions, unless the context indicates otherwise:
- words importing the singular include the plural and vice versa;
 - headings will be ignored in construing these terms and conditions;
 - references to persons include corporations, entities and other bodies;
 - the meaning of words is not limited by use of "including", "for example", "such as" or similar expressions;
 - nothing in these terms and conditions is to be interpreted against a party solely because that party drafted these terms and conditions or any part of it;
 - where an expression is defined, any other grammatical form has a corresponding meaning;
 - references to legislation and regulations include all legislation and regulations amending, consolidating or replacing such legislation and regulations;
 - references to "\$" or "dollars" is a reference to Australian dollars; and
 - references to "and/or" will mean either "and" or "or" as Service Recipient determines at its sole and absolute discretion.

3. Duration of Membership or Subscription

Membership of R&CA is for an initial period of twelve (12) months with subsequent annual subscription renewal. Termination can only be effected by giving four (4) weeks written notice prior to renewal date.

4. Member benefits

- R&CA provides its members with a range of services and benefits for the duration of the membership. Details of R&CA's membership packages and the services and benefits offered by R&CA are provided on our website at www.rca.asn.au and may be subject to change, due to circumstances beyond R&CA's control.
- R&CA reserves the right to reasonably vary, suspend or cancel any Services at any time.
- R&CA makes no warranties or representation that any services offered, including via third parties, at the time of joining or renewal of membership will be provided to members for the duration of the membership. R&CA will use its best endeavours to notify the member as soon as it becomes aware that any services agreed upon between R&CA and the member will be discontinued. R&CA in its sole discretion will attempt to find alternative services of a similar nature to the services intended to be provided.

5. Associate Members

- Associate Members agree and acknowledge that they will not be entitled to the full range of services available to members. A summary of services provided to Associate Members are provided on our website at www.rca.asn.au and may be subject to change, due to circumstances beyond R&CA's control.
- Associate members may obtain additional services, including workplace relations advisory services on a fee for service basis.

6. Intellectual Property Rights

- You acknowledge and agree that:
 - Intellectual Property Rights belonging to R&CA and made available to you as part of the Services, will remain the property of R&CA, and You will not acquire any rights in them;

- any permitted use of Intellectual Property Rights made available to you by R&CA as a sublicensee, as part of the Services, will be used by you in strict conformance with its permitted use, as notified to You by R&CA from time to time.

7. Member Obligations

- You agree and acknowledge that any information or advice provided, or made available to you by R&CA is for your use only, and not for commercial resale or redistribution. You further agree not to provide any such information or advice to any third party for the use or benefit of that third party, without express written permission from a duly authorised representative of R&CA.
- You will not use or disclose any access to resources or information, provided to you by R&CA for the use of a third party (including any of your subsidiaries or related entities who are not members of R&CA).
- Any breach of your obligations under this Agreement will automatically entitle R&CA to suspend or cancel your membership, including the provision of services to you, until you have remedied the breach to R&CA's satisfaction. Should any breach of this Agreement occur, R&CA will not be required to refund any fees already paid.
- If you do not want to receive R&CA communications from sponsors and Associate members, which will include but are not limited to newsletters from us via postal mail, email and/or fax, you may notify us by email at: restncat@restaurantcater.asn.au and/or by phoning 1300 722 878.
- You are responsible for ensuring that correct details are provided to R&CA, and that any changes to your business details are provided to R&CA in a timely manner, to assist R&CA in continuing to provide Services to you in accordance with this Agreement.

8. Confidentiality

- In relation to Confidential Information, You must from the commencement of this Agreement:
 - keep it strictly confidential;
 - not disclose it to any person other than to your employees who have agreed in writing to keep the Confidential Information confidential;
 - not make any copy of the Confidential Information other than as strictly necessary;
 - ensure it is secure against unauthorised any use, copying and disclosure;
 - immediately notify R&CA if the You become aware of any unauthorised copying, use or disclosure in any form, or if you are required by law to disclose it;
 - in the event of a potential breach of this provision, comply with all instructions and directions given by R&CA; and
 - on expiry or termination of this Agreement, immediately return to R&CA all Confidential Information, including any copies in your possession or control.
- This clause 8 survives the termination or expiry of this Agreement.

9. RCA Obligations

- R&CA will deliver the Services to members with due care and skill and in accordance with any applicable state or federal legislation.
- As part of the Services, R&CA will send periodical communications from sponsors and/or Associate Members to Members via email newsletter updates.

10. Limitation of Liability

- In relation to the Services, to the extent permitted by law, R&CA will not be liable to You for any loss or damage of any kind arising from or in connection with:
 - any non-provision of services due to suspension, cancellation or variation of services;
 - provision of services by any third party;
 - incorrect information provided to R&CA by you, or your representative in accordance with clause 7(e), which results in incorrect advice being given to You.
- To the extent permitted by law, R&CA's liability to You, whether as a result of a breach of this agreement, or on any other ground or basis whatsoever (including but not limited to liability as a result of negligence) will be limited to the amount of membership fees paid or payable by you in the preceding twelve (12) months.

11. Fees and Payment

- Applicable membership fees are outlined on the front section of this Agreement and is inclusive of GST. The fees payable to RCA is for an annual term of twelve (12) months.
- You may indicate your agreement to subscribe for either a fixed term membership subscription, or an ongoing membership subscription, subject to the termination provision in clause 13 of this Agreement, by ticking the appropriate box on the front section of this document.
- If you agree to be an ongoing member, you must indicate on the front section of this Agreement, your preferred payment interval and method (annual or monthly payments) of the applicable membership fees, either by direct debit, or credit card payment.
- If you choose to pay via direct debit, You must complete a Direct Debit Agreement, which will be provided to You by R&CA upon request.
- Upon successful payment of your membership fees, R&CA will issue a tax invoice in accordance with GST Law.
- You must notify us in writing immediately to dispute payment of any membership fees. R&CA may agree to grant a full or partial refund of your membership fees in the event that R&CA is not able to offer or provide the Services to You.

12. Privacy

- By signing this Agreement, you consent to R&CA collecting, using, disclosing, storing and dealing with your personal information in accordance with the Australian Privacy Principles and our Privacy Policy. Our privacy policy is available at <http://www.rca.asn.au/rca/privacy-policy>

13. Termination

- This agreement commences on the Start Date and will remain in force until the expiry of the Initial Term and any renewed term, unless terminated earlier in accordance with this clause 13, or clause 11 (d).
- On expiry of the Initial Term and any further renewed term, will continue on the same terms of this Agreement, until terminated by either party on one (1) months written notice.
- Without limiting the obligation in clause 8(vii), upon termination or expiry of this Agreement, You must immediately cease using the Services, any Intellectual Property Rights, and Confidential Information.
- Any unpaid membership fees upon termination or expiry of this Agreement will be immediately payable to R&CA. R&CA reserves the right to recover any outstanding membership fees as it sees fit.
- This Agreement will automatically terminate upon the occurrence of an Insolvency Event affecting either party.

14. Governing Law

- Any disputes relating to this Agreement will be governed by the law of New South Wales. The parties agree to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia, and of courts entitled to hear appeals from those courts.