

# TERMS & CONDITIONS

This Compost Australia Membership Application Form (MAF) is an agreement between:

The Business Member Applicant (BMA); and

Waste Management Association of Australia Ltd which operates the Division of Compost Australia (ABN 78 071 897 848), Suite 4D, Level 4, 5 Belmore Street, Burwood NSW 2134 (WMAA)

## Background

WMAA, a not-for-profit limited liability company and the national body for the Recycled Organics Industry, has prepared an industry and business development program (the Program) for the Recycled Organics Industry.

If the Program Conditions are satisfied WMAA wishes to offer tailored business and industry development services to businesses within the Recycled Organics Industry.

If the Program Conditions are satisfied the BMA wishes enter into a Compost Australia Business Membership (CABM), as recorded on the Application Form.

## Definitions

*Recycled Organics Industry* means the organisations involved in or associated with the recycling of organic materials to create saleable products.

*Jurisdiction* means a state of Australia or the country of New Zealand.

*Business Membership Benefits* means the services provided by WMAA to Compost Australia Business Members.

*Application Form* means the membership application form attached to these terms and conditions.

*Compost Australia Committee* means the membership elected management committee as defined by the Board of WMAA.

*Compost Australia Executive Positions* means the Chairperson, Deputy Chairperson, Treasurer and Secretary of Compost Australia, and any other executive position created and appointed by the Compost Australia Committee.

## Interpretation

The singular includes the plural and vice versa and words importing a gender include the other gender.

A reference to a document or agreement, including this agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time.

Headings are for ease of reference only and do not affect the meaning of this agreement.

Nothing in this Agreement may be construed as creating a relationship of partnership, joint venture, of principal and agent or of trustee and beneficiary between BMA and WMAA.

Amendments to Agreement – No party may vary, or add to, any part of this Agreement, except by means of a written instrument properly executed by both parties.

The laws of New South Wales govern this agreement and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

## Program Conditions

WMAA receives CABM applications from organizations representing greater than 75% of the recycled organic material processed in the jurisdiction where the BMA has indicated its business is located.

WMAA enters into a memorandum of understanding with the government in the jurisdiction where the BMA has indicated its business is located to provide:

- A) A minimum commitment of \$80,000 (or equivalent staff time) towards implementation of the industry and business development program.
- B) An indication that the government jurisdiction intends to support the Program for an additional 2 years.

CABM applications are valid until 5pm on 31 December 2008.

## Program Commencement

The Program shall commence on the day that all the Program Conditions have been reached to the satisfaction of the WMAA (Commencement Date).

WMAA shall provide 30 days notice in writing to all BMA's indicating the date when the Program Conditions have been reached to WMAA's satisfaction.

BMA shall be a member for 3 years from the Commencement Date.

## Payment

In entering this Agreement, the BMA agrees to pay CA:

- A) 1 month of its membership rate; or
- B) 1 year of its membership rate.

Within 30 days of the Commencement Date, the BMA agrees to pay WMAA:

- A) its membership rates on a monthly direct debit arrangement;
- B) yearly membership rates within 30 days of each anniversary of the Commencement Date.

If the Program Conditions are not satisfied by 31 December 2008, the WMAA agrees to refund the BMA any membership payments made (but not any interest).

The BMA may elect to make payment by credit card or annual payment (or part thereof) subject to the reasonable approval of the WMAA at any time.

## Program Operation

WMAA shall convene a Compost Australia Annual Members Meeting (AMM) within 60 days of the Program commencing.

WMAA shall invite nominations from the Compost Australia Membership for the Compost Australia Committee and the Executive not less than 14 days prior to the AMM.

WMAA may vary the Business Membership Benefits at its discretion but with reasonable consideration of the value of the Business Membership Benefits to Compost Australia Business Membership.

The Compost Australia Committee may vary the Business Membership Benefits with the approval of the WMAA Board of Directors or their delegated officer.

## Termination

WMAA shall provide notice in writing to the BMA that the Program Conditions have not been reached to WMAA's satisfaction by 31 January 2009.

If the Program Conditions have not been satisfied by 31 January 2009, then this Agreement terminates unless otherwise agreed by the Parties.

The BMA may terminate this Agreement subject to 90 days notice in writing to the WMAA.