



## APPLICATION FOR MEMBERSHIP 2023/24

I/We, the undersigned, hereby apply for membership of the Refrigeration and Air Conditioning Contractors Association, South Australian Chapter.

Legal Name of Business:			
Trading Name (if different to Legal Name):			
Is your business a constitutional corporation (i.e. Pty Ltd company):		Yes <input type="checkbox"/>	No <input type="checkbox"/>
ABN:	ACN:		
Date Company Commenced Business:			
Street Address:			
Suburb/Town:	State:	NT <input type="checkbox"/> SA <input type="checkbox"/>	Postcode:
Postal Address:			
Suburb/Town:	State:	NT <input type="checkbox"/> SA <input type="checkbox"/>	Postcode:
Office Phone:	Fax:	Mobile:	
Email:			
<i>(all correspondence will be sent to this address)</i>			
Website:			
Contractor Licence Number:		Expiry Date:	
Builder's Licence Number:		Expiry Date:	
ARC - RTA Number:		Expiry Date:	

### Nominated Representative to RACCA (to represent member as required by the Rules):

Name:	Position Held:
Email:	

### Name of Proprietors, Partners and Directors:

	Given Name	Family Name	Position Held
1.			
2.			

### Please tick below to indicate your main business activities:

	AIR CONDITIONING		REFRIGERATION		SALES
	Install	Service	Install	Service	
Domestic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commercial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Specialised Services: (Please explain)					

## EXPLANATION NOTES: for Completing Membership Application

1. The annual subscription is based on the number of persons, including partners and working Directors, engaged in or in connection with the electrical contracting industry. It is important for the purpose of our membership register that the number of employees in respect of whom subscriptions are payable is accurately stated.
2. Membership applications are to be accompanied by payment of the application fee and full payment in accordance with your requested payment option (Note: all options require a 1 year subscription).
3. Membership subscriptions are for the financial year July to June. Applications approved during the financial year will receive a rebate calculated on a monthly basis on the **following** year's subscription fee.
4. All applications must be endorsed at a RACCA SA Committee meeting, following receipt of this form.
5. RACCA SA is a division of the National Electrical and Communications Associations (NECA) SA/NT Branch and as such, RACCA utilises many communication tools, including the newsletter, e-news, website, etc. to deliver information to members.

### State the number of persons currently employed in or in connection with your business:

Working Directors	
Refrigeration/Air Conditioning Trades	
Apprentices (including Group Training)	
Clerical	
Sub-contractors (include all persons normally employed in day-to-day operations)	
Other	
<b>TOTAL</b>	

### Membership Categories for 2023/2024 (please select the appropriate category):

**Full membership** is available to licensed contractors whose principal business is electrical and/or communications contracting. Fees are based on the number of employees and include the proprietor, refrigeration and/or air conditioning employees, apprentices (including group scheme), casuals and administration staff. Full members have voting rights.

**Industry Supplier membership** is available to businesses and industry organisations that are associated with the industry, but who are not contracting businesses or employing refrigeration or air conditioning skilled workers to perform refrigeration or air conditioning work. This includes manufacturers, wholesalers, registered training organisations, etc. Industry Suppliers receive the NECA NEWS Magazine, general communications and two logins to our Technical Knowledge Base (TKB).

Full Member	Fee (inc. GST)	Amount
Business – No employees	\$760.00	
Business – Employing between:		
1 – 2	\$890.00	
3 – 4	\$1,175.00	
5 – 9	\$1,735.00	
10 – 14	\$2,255.00	
15 – 20	\$2,645.00	
21 – 30	\$3,600.00	
31 – 40	\$4,415.00	
41 – 50	\$6,210.00	
51+	\$8,755.00	
Industry Supplier	\$680.00	
Application Fee	\$45.00	\$45.00
<b>Total Payable:</b>		



# STATUTORY INFORMATION

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The National Electrical Contractors Association is a Registered Organisation under the Workplace Relations Act 1996.

**Section 195(1) (d) of the Act requires the Association to inform applicants for membership in writing of:**

- (i) the financial obligations arising from membership; and
- (ii) the circumstances, and the manner, in which a member may resign from the Association.

The Association's Constitution and Rules provide as follows:

## **“43. Entrance Fees, Subscriptions and Levies”**

The following fees shall be paid by members;

- a) On admission to membership of the Organisation an entrance fee of an amount as determined from time to time by the Executive to be payable by all new members; provided that where the member has been re-admitted after having previously been a member the Executive may at its discretion waive payment of the entrance fee or alter its amount;
- b) An annual subscription as determined from time to time by the Executive on the basis of the number of persons employed by the member in or in connection with the electrical contracting industry as at the commencement of the financial year of the Chapter. The Executive may determine differing amounts of subscriptions for various categories of members;
- c) Such levies not exceeding in any one year the subscription payable by the member in that year as the Executive shall direct."

## **“11. Resignation from Membership”**

- a) A member may resign from membership by written notice addressed and delivered to the Secretary.
- b) A notice of resignation from membership takes effect:
  - (i) where the member ceases to be eligible to become a member:
    - 1) on the day on which the notice is received by the Organisation; or
    - 2) on the day specified in the notice which is a day not earlier than the day when the member ceases to be eligible to become a member; whichever is later; or
  - (ii) in any other case at the end of two weeks after the notice is received by the Organisation; or on the day specified in the notice; whichever is later.
- c) Any dues payable but not paid by a former member, in relation to a period before the member's resignation from the Organisation took effect may be sued for and recovered in the name of the Organisation in a court of competent jurisdiction as a debt due to the Organisation.
- d) A notice delivered to a Chapter Secretary shall be taken to have been received by the Organisation when it was delivered.
- e) A notice of resignation that has been received by the Organisation is not invalid because it was not addressed and delivered in accordance with sub-rule (a).
- f) A resignation from membership of the Organisation is valid even if it is not effected in accordance with this rule if the member is informed in writing by or on behalf of the Organisation that the resignation has been accepted.

## **“12. Termination of Membership”**

A member shall cease to be a member when:-

- a) he/she resigns
- b) he/she dies
- c) he/she is expelled from the Organisation in accordance with the Rules of the Organisation or
- d) he/she is notified in writing by the Secretary of the Organisation that he is no longer eligible to be a member of the Organisation under the conditions of eligibility thereof".

## **“47. Assignment, Transfer or Succession”**

Within 14 days after:-

- a) The business or part of the business of a member is assigned or
- b) Such a person succeeds to the business or part of the business of the member;  
the member shall notify the Secretary in writing of the assignment transfer of succession.



# DIRECT DEBIT REQUEST SERVICE AGREEMENT

This is Your Direct Debit Service Agreement with the **National Electrical and Communications Association SA/NT Branch** (ABN 63 173 936 711). It explains what Your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to You as Your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of Your Direct Debit Request (DDR) and should be read in conjunction with Your DDR authorisation and Direct Debit Fee Schedule.

## DEFINITIONS

**Account** means the account held at Your financial institution from which we are authorised to arrange for funds to be debited.

**Agreement** means this Direct Debit Request Service Agreement between You and us.

**Banking Day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**Debit Day** means the day that payment by You to us is due.

**Debit Payment** means a particular transaction where a debit is made.

**Direct Debit Fee Schedule** means the agreed Direct Debit Fee Schedule provided by Us to You and as varied from time to time.

**Direct Debit Request** means the Direct Debit Request between Us and You.

**Us or We** means the National Electrical and Communications Association SA/NT Branch, (the Debit User) You have authorised by requesting a Direct Debit Request.

**You** means the customer who has signed or authorised by other means the Direct Debit Request.

**Your Financial Institution** means the financial institution nominated by You on the DDR at which the account is maintained.

## DEBITING YOUR ACCOUNT

**1.1.** By signing a Direct Debit Request or by providing us with a valid instruction, You have authorised us to arrange for funds to be debited from Your Account. You should refer to the Direct Debit Request, Direct Debit Fee Schedule and this Agreement for the terms of the arrangement between Us and You.

**1.2.** We will only arrange for funds to be debited from Your Account as authorised in the Direct Debit Request. We will only arrange for funds to be debited from Your Account in accordance with your Direct Debit Fee Schedule, which specifies the amount payable by You to Us and when it is due.

**1.3.** The first of Your monthly Direct Debit payments will be debited from Your Account within one week upon receipt of Your Direct Debit Request form. Following this, all payments will be debited from Your Account on the 15th of every month.

**1.4.** If the Debit Day falls on a day that is not a banking day, We may direct Your Financial Institution to debit Your Account on the following Banking Day. If You are unsure about which day Your Account has or will be debited You should ask Your financial institution.

## AMENDMENTS BY US

**2.1.** We may vary any details of this Agreement, the Direct Debit Fee Schedule or a Direct Debit Request at any time by giving You at least fourteen (14) days written notice, subject to Clause 4.4 of this Agreement.

## AMENDMENTS BY YOU

**3.1.** You may change, stop or defer a debit payment, or terminate this Agreement by providing Us with at least 14 days notification by way of email to [neca@necasa.asn.au](mailto:neca@necasa.asn.au) or post to PO Box 47, Fullarton SA 5063, subject to Clause 4.4 of this Agreement.

## YOUR OBLIGATIONS

**4.1.** It is Your responsibility to ensure that there are sufficient clear funds available in Your account to allow a Debit Payment to be made in accordance with the Direct Debit Request.

**4.2.** If there are insufficient clear funds in Your Account to meet a Debit Payment:

(a) You may be charged a fee and/or interest by Your Financial Institution;

(b) You may also incur fees or charges imposed or incurred by Us; and

(c) You must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in Your account by an agreed time so that We can process the Debit Payment.

**4.3.** You should check Your account statement to verify that the amounts debited from Your account are correct.

**4.4.** You are obligated to pay *at least* the amount of a one-year membership as stipulated on the Debit Request Form prior to terminating this agreement. Prior to renewal of your membership you will be provided 28 days' notice, by way of an invoice. During that 28-day period you have the opportunity to change your membership category (if applicable) or to terminate this agreement. If the agreement is not terminated, you begin another year of membership, under which this agreement cannot be terminated until the full year of membership has been paid.

## DISPUTE

**5.1.** If You believe that there has been an error in debiting Your account, You should notify Us directly on (08) 8272 2966 and confirm that notice in writing (via email or post) with Us as soon as possible so that We can resolve Your query more quickly. Alternatively, You can take it up directly with Your Financial Institution.

**5.2.** If We conclude as a result of our investigations that Your Account has been incorrectly debited We will respond to Your query by arranging for Your Financial Institution to adjust Your account (including interest and charges) accordingly. We will also notify You in writing of the amount by which Your account has been adjusted.

**5.3.** If we conclude as a result of our investigations that Your Account has not been incorrectly debited We will respond to Your query by providing You with reasons and any evidence for this finding in writing.

## ACCOUNTS

You should check:

(a) with Your Financial Institution whether direct debiting is available from Your Account as direct debiting is not available on all accounts offered by financial institutions.

(b) Your Account details which You have provided to Us are correct by checking them against a recent account statement; and

(c) with Your Financial Institution before completing the Direct Debit Request if You have any queries about how to complete the Direct Debit Request.

## CONFIDENTIALITY

**7.1.** We will keep any information (including Your account details) in Your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that We have about You secure and to ensure that any of Our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.

**7.2.** We will only disclose information that we have about You:

(a) to the extent specifically required by law; or  
(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

## NOTICE

**8.1.** If You wish to notify Us in writing about anything relating to this Agreement, You should do so via email to [neca@necasa.asn.au](mailto:neca@necasa.asn.au) or write to Us at PO Box 47, Fullarton SA 5063.

**8.2.** We will notify You by sending a notice via ordinary post to the address You have given Us in the Direct Debit Request.

**8.3.** Any notice will be deemed to have been received on the third Banking Day after posting.