



national  
electrical and  
communications  
association

# NECA WA MEMBERSHIP APPLICATION FORM

Member & Associate Member -----○



Legal services

**NECA  
WA Legal**



Safety

**OSH  
Products  
and  
Services**



SPONSOR DISCOUNTS

**Sponsor  
discounts**



neca NEWS

**NECA  
News  
magazine**



Technical Update

**Technical  
Support**



neca eNews

**NECA  
eNews**



Electrical Group Training discounts

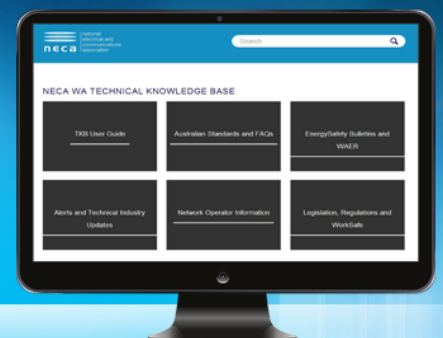
**Electrical  
Group  
Training  
discounts**



College of Electrical Training discounts

**College of  
Electrical  
Training  
discounts**

## Technical Knowledge Base (TKB)



[www.neca.asn.au/wa](http://www.neca.asn.au/wa)

# NECA WA MEMBERSHIP APPLICATION FORM

## 1. BUSINESS DETAILS

Full entity name of sole trader/ trustee company/ Company Name (as per ABN/ACN)

Registered Trading Name

ABN

ACN

Date business commenced

## 2. LICENCE DETAILS (PLEASE SPECIFY YOUR LICENCE NUMBER/S)

Electrical Contractors Licence

Air Conditioning and Refrigeration

ACA Cabling Licence / CPR Registration

I employ or contract Electrical Workers

Yes

## 3. BUSINESS CONTACT DETAILS

Telephone Number

Mobile

Website

### POSTAL ADDRESS

Street Number / Name / PO Box

Suburb

State

Postcode

**STREET ADDRESS** same as postal address

Street Number / Name

Suburb

State

Postcode

## 4. MEMBERSHIP CATEGORY

**Please note:** Team members include proprietors, partners, directors, sole traders, managers, estimators, tradespersons, supervisors, foreperson, trade assistants, cable security installers and all non-EGT apprentices etc. Prices below include GST.

GROUP	ANNUAL	MONTHLY	GROUP	ANNUAL	MONTHLY
1. Individual Contractor	\$540	\$45	7. 16 - 20 in team	\$3,168	\$264
2. Contractor + Apprentice	\$636	\$53	8. 21 - 30 in team	\$4,236	\$353
3. 2 - 3 in team	\$888	\$74	9. 31 - 40 in team	\$5,688	\$474
4. 4 - 6 in team	\$1,200	\$100	10. 41 - 50 in team	\$7,668	\$639
5. 7-10 in team	\$1,800	\$150	11. 50 + in team	\$9,960	\$830
6. 16 - 20 in team	\$2,388	\$199			

## 5. BUSINESS ACTIVITIES

RESIDENTIAL		COMMERCIAL	
Digital TV / Computer Cabling		Defence	Instrumentation
Ecosmart Electrician		Ecosmart Electrician	Manufacturing
Electrical		Electricity Supply	Mining
Home Automation		Energy Audit / Efficiency	Refrigeration / Air Conditioning
Lighting		Fire Detection	Security
Refrigeration / Air Conditioning		General Commercial	Services / Maintenance
Security		General Industrial	Solar / PV
Solar / PV		Hazardous Locations	Switchboard Manufacturer
Voice / Data Communications		High Voltage	Voice / Data Communications

Please add me to the Find an Electrician register on the NECA WA website

**KEEP UPDATED:** To ensure that important information is distributed widely and effectively in your organisation, please let us know the contact details of the most relevant people below so that we can keep them informed. Contact us to add more staff members.

## 6. CONTACT DETAILS

FULL NAME	POSITION	MOBILE NUMBER	EMAIL ADDRESS	I WANT TO RECEIVE ELECTRONIC COMMUNICATIONS (CHECK THE BOXES)					
				TKB	eNews	eAlerts	Events	Services	Accounts
				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**TKB:** Free access to the online Technical Knowledge Base - Australian Standards, WAER, WADCM, WorkSafe, EnergySafety Energy Bulletins and more

**eNews:** Fortnightly email newsletter covering important news and safety, technical and legal information relevant to the WA electrical industry

**eAlerts:** Urgent email alerts regarding important information that may impact the immediate operations of an electrical contractor

**Events:** Information about NECA WA events including our annual Excellence and Apprentice Awards, conference, golf day and free seminars

**Services:** Updates from NECA WA's Legal, Technical, OSH and Membership teams designed to assist you and your business

**Accounts:** Select this if you wish to receive NECA WA invoices and receipts

## 7. NECA WA BENEFITS

NECA WA sponsors provide a range of exclusive offers to members. Tick the relevant box(es) if you would like assistance from:

**Bupa** Get 6 weeks free cover when you switch to Bupa hospital and extras cover (conditions apply)

**WFI** receive mates rates from WA's trusted insurer. They cover the electrical trade with PI, commercial, and home and contents cover.

**WEX Motorpass** is a fuel card that saves you time and money at the pump. Exclusive NECA offer - 6 cents per litre off Unleaded, Premium and Diesel fuel at all PUMA Energy branded sites\*

**Energy Super** is the leading super fund in the electrical industry. Benefit from their exclusive income protection cover for NECA WA members.

**Electrical Group Training** get 5% off the charge out rate for electrical apprentices. Tick the box for a FREE sign up today.

**College of Electrical Training** members get discounts off courses across the Joondalup and Jandakot campuses.

## 8. NECA WA PUBLICATIONS

Please specify below if you would like to purchase any of the following NECA WA stationery:

DESCRIPTION	MEMBER PRICE	QUANTITY	TOTAL PRICE	POSTAGE	DESCRIPTION	MEMBER PRICE	QUANTITY	TOTAL PRICE
Red Book (the perfect health and safety induction booklet and ideal as a field reference manual as it fits easily into the shirt pocket)	\$11.00			Express Post A4 [1 Book]	\$7.00			
NECA Legal Minor Works Quote Book	\$82.50			Express Post 3Kg [2-3 Books]	\$14.00			
Site Diaries [Each]	\$38.00			Express Post 5Kg [6 Books]	\$22.00			
Job Sheet [100]	\$13.50			Pick up from NECA office	FREE			
<b>STANDARDS</b>				<b>TOTAL PRICE (ITEMS + POSTAGE)</b>				
AS/NZS 3000:2007 (Wiring Rules Spiral Amdt 1 & 2)*	\$171.50			All prices include GST				
AS/NZS 3000:2007 Amdt 2 only*	\$44.00			* Available in electronic form on TKB				
AS/NZS 3008.1.1:2009*	\$194.70							
AS/NZS 3760:2010*	\$128.70							
AS/NZS 3017:2007*	\$151.80							
AS/NZS 3012:2010*	\$151.80							
<b>SUB-TOTAL</b>								



### NECA WA PUBLICATIONS

NECA WA offers a catalogue of stationery and publications to assist with the administration of your business. Items are available to both members and non-members, however NECA WA members receive up to 10% off on all stationery. Visit <http://neca.asn.au/wa/content/stationery> for a complete list of available items.

## 9. PAYMENT OPTIONS

**Please note:** Your NECA WA membership will be renewed annually on your anniversary date (i.e. the date you commit to pay by instalments or make full payment). You may elect to pay your annual membership fees by monthly instalments or annually in advance.

### Where you elect to pay your membership fees annually in advance:

1. A tax invoice will be issued to you on receipt and acceptance of your membership application.
2. Invoices are payable within 14 days after the invoice date.

### Where you elect to pay your membership fees by monthly instalments:

1. A tax invoice will be issued to you on receipt and acceptance of your membership application and signed direct debit request.
2. You must complete the Direct Debit Request on page 4 and review the Direct Debit Service Agreement on pages 7-8 of this form.
3. Your first direct debit will be due and debited on or about the 14<sup>th</sup> of the month in which your application is accepted. If your application is accepted after the 14<sup>th</sup> the first direct debit will be due and debited on or about the 14<sup>th</sup> of the following month.
4. Your second and subsequent monthly direct debits will be due and debited on or about the 14<sup>th</sup> of each month.

Membership Fee (see page 1): \$

NECA WA Publications (see page 2): \$

**TOTAL OWING: \$**

### Payment via monthly instalments

Bank account (please complete the Direct Debit Request and Agreement)

Credit card (incurs a 1% surcharge - please complete your credit card details below)

**OR**

### Payment in full

Bank deposit - NECA WA | BSB: 016498 | ACC NO: 4237 28351 | Reference: Your company name

Cheque (make payable to the Electrical and Communications Association of WA)

Credit card as per the details below (incurs a 1% surcharge)

### Credit card details

VISA

Mastercard

Credit card number

Expiry date

Security (CCV) code

Card holder name

Signature

## 10. DECLARATION / TERMS & CONDITIONS

1. I am applying for Membership or Associate Membership of the Electrical and Communications Association of Western Australia (Union of Employers) ("NECA WA") and hereby certify and agree to the following clauses:
  - a) That all of the above information is a true and correct record;
  - b) That as a condition of acceptance of this application, agree, if approved as a Member or Associate Member, to adhere to and be bound by the current Rules (as applicable to Members and Associate Members), Technical Knowledge Base ("TKB") User Agreement (see page 9 of this form), Constitution and Code of Conduct of NECA WA, which may be modified or varied in any extent in the future;
  - c) That in the event of resignation or becoming a non-financial member, agree not to act in any way that could give a misleading impression to others that I am still a member of NECA WA;
  - d) That I consent to NECA WA using my personal information, subject to the NECA WA Privacy Policy as amended from time to time; and
  - e) That I consent to NECA WA contacting me by means of electronic communications in relation to services and/or promotional material.
2. Membership and Associate Membership is for a minimum period of 12 months from the date you commit to payment (Anniversary Date) and will automatically continue from year to year, unless written notice of your intention to resign is received by NECA WA.

Name

Position

Signature

Date

Office use only: First membership transaction date

Request and Authority to debit the account named below to pay The Electrical and Communications Association of Western Australia

## REQUEST AND AUTHORITY TO DEBIT

Your surname or company name

Your given names or ABN / ARBN

“You” request and authorise **The Electrical and Communications Association of Western Australia, Direct Debit User ID: 479259**, to arrange, through its own financial institution, a debit to Your nominated account any amount **The Electrical and Communications Association of Western Australia**, has deemed payable by You.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from Your nominated account held at the financial institution You have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

## INSERT THE NAME AND ADDRESS OF FINANCIAL INSTITUTION AT WHICH ACCOUNT IS HELD

Financial institution name (e.g. ANZ)

Address

## INSERT DETAILS OF ACCOUNT TO BE DEBITED

Name(s) on account

BSB number (Must be 6 digits)

Account number

## ACKNOWLEDGMENT

By signing and/or providing us with a valid instruction in respect to Your Direct Debit Request, You have understood and agreed to the terms and conditions governing the debit arrangements between You and **The Electrical and Communications Association of Western Australia** as set out in this Request and the attached Direct Debit Request Service Agreement.

## INSERT YOUR SIGNATURE AND ADDRESS

Signature

*(If signing for a company, sign and print full name and capacity for signing e.g. director)*

Address

Date

## SECOND ACCOUNT SIGNATORY (IF REQUIRED)

Signature

*(If signing for a company, sign and print full name and capacity for signing e.g. director)*

Address

Date

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## Industry Cash

\$250 Uniquip voucher (no catch - use on anything in-store) and special offers at L&H for members who open a new L&H account.



Good people to know.

## Mates rates

on insurance products.



**ELECTRICAL  
GROUP  
TRAINING**

national electrical and communications association

## 5%

discount of Apprentice Charge out rates – save thousands!



## NECA CORPORATE RATES



**COLLEGE OF  
ELECTRICAL  
TRAINING**

national electrical and communications association

## 5%- 10%

discount on selected post-trade courses.



## FUEL OFFER

6 cents off per litre at Puma Energy sites

This is Your Direct Debit Service Agreement with **The Electrical and Communications Association of Western Australia**, ABN: 19 295 806 769. 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.

## 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 Request** means the Direct Debit Request between us and You.

**Us or We** means **The Electrical and Communications Association of Western Australia**, (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.

## 1. 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 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.

or

We will only arrange for funds to be debited from Your Account if we have sent to the address nominated by You in the Direct Debit Request, a billing advice which specifies the amount payable by You to Us and when it is due.

1.3 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.

## 2. AMENDMENTS BY US

2.1 We may vary any details of this Agreement or a Direct Debit Request at any time by giving You at least fourteen (14) days written notice.

## 3. 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 writing to PO Box 782, Balcatta WA 6914 or by telephoning Us on 08 6241 6100 during business hours; or arranging it through Your own Financial Institution, which is required to act promptly on Your instructions.

\*Note: in relation to the above reference to 'change', Your Financial Institution may 'change' Your debit payment only to the extent of advising Us of Your new account details.



## 4. 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.

## 5. DISPUTE

- 5.1 If You believe that there has been an error in debiting Your account, You should notify Us directly on (08) 6241 6100 and confirm that notice in writing 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.

## 6. 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.

## 7. 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).

## 8. NOTICE

- 8.1 If You wish to notify Us in writing about anything relating to this Agreement, You should write to Us at PO Box 782, Balcatta WA 6914.
- 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.

The Electrical and Communications Association of Western Australia (Union of Employers) ABN (19 295 806 769) of Units 18-20, 199 Balcatta Road, Balcatta WA 6021 ("NECA WA") is engaged in the business of providing advice and services to its members in the electrical and communications contracting industry for a fee. The TKB User pays an annual membership fee to NECA WA ("Membership Fee"), and seeks access to Technical Information for general use. NECA WA has agreed to provide access to Technical Information in the electrical and communications contracting industry by way of a password protected online Technical Knowledge Base ("TKB"), which access is subject to the terms and conditions set out in this Agreement.

## 1. DEFINITIONS & INTERPRETATION

### 1.1. Definitions

In these terms and conditions unless the contrary intention appears the following expressions shall have the following meanings:

**Agreement** means this Agreement between NECA WA and the TKB User.

**Commencement Date** means the date this Agreement is signed by both parties.

**Confidential Information** means all information and knowledge (however sourced) concerning any of the procedures, services or customers, existing or future, of NECA WA; Ideas and concepts and all business confidences of NECA WA but excluding any such information, knowledge, ideas and concepts or confidences to the extent that the same are or become public knowledge through no act or failure on behalf of the TKB User, or which the TKB User can show was already in the possession of the TKB User at the time of disclosure to the TKB User and was not acquired directly or indirectly from NECA WA or from any third party under an obligation of confidence;

**Copyrighted Material** means information available on the TKB which is subject to copyright owned by either NECA WA or a third party.

**Force Majeure** means any act, omission or circumstance over which either party could not reasonably have exercised control;

**Membership Fee** means the fee paid to NECA WA for access to services provided by NECA WA.

**Operational Date** means the date on which NECA WA provides the TKB User with access to the TKB.

**Technical Information** may include but is not limited to articles, links to legislation and bulletins, Network Operator information, information about Australian Standards, and responses by NECA WA to questions submitted by TKB Users seeking clarification of technical legislation, standards, codes and guidelines, as well as EnergySafety and licensing issues.

**Term** means the period of time that NECA WA agrees to provide the TKB User with access to the TKB; and

**TKB** means the Technical Knowledge Base service to be provided by NECA WA to TKB Users pursuant to this Agreement.

**TKB User** means a person or an entity permitted to access the TKB by NECA WA pursuant to this Agreement.

## 2. AGREEMENT FOR PROVISION OF ACCESS TO THE TKB

### 2.1. Agreement

The TKB User agrees to subscribe to access the TKB and NECA WA shall provide the TKB User with access to the TKB upon the terms and conditions contained in this Agreement.

2.2. NECA WA will provide access to the TKB for up to ten (10) employees of the member's business at any time during the Term.

### 2.3. Term

This Agreement shall commence on the Commencement Date and remain in force for as long as the TKB User is a financial NECA WA member, unless the TKB User's access to the TKB is cancelled or suspended in accordance with this Agreement, or if written notice of termination of the Agreement on 14 days' notice is served by one party on the other party in the interim period.

## 3. BREACH OF AGREEMENT BY MEMBER

- 3.1. NECA WA reserves the right to monitor the use of the TKB to ensure compliance with this Agreement. If the TKB User breaches one or more of their obligations pursuant to this Agreement or breaches the terms of their NECA WA membership, then NECA WA may in its sole discretion, and without notice, cancel or suspend the TKB User's access to the TKB.

## 4. CONSIDERATION

- 4.1. NECA WA shall be responsible for providing the Technical Information on the TKB and maintaining the TKB for the Term. In consideration of NECA WA providing access to the TKB to the TKB User, the TKB User shall ensure that the Membership Fee has been paid to NECA WA and the TKB User agrees to comply with the Conditions contained in Clause 5 below. NECA WA reserves the right to charge a fee for access to the TKB, and agrees to give the TKB User fourteen (14) days' notice of any fee to be charged.

## 5. CONDITIONS

- 5.1. The TKB User agrees with NECA WA that they shall:
- 5.1.1. take all reasonable steps to protect access codes and/or passwords for access to the TKB.
  - 5.1.2. take all reasonable steps to ensure that they do not:
    - (a) use the TKB for the purpose of sharing obscene, abusive, threatening, intimidating, fraudulent or defamatory language, ideas or images.
    - (b) use any Confidential Information;
    - (c) sell, reproduce or distribute any of the Copyrighted Material available on the TKB;
    - (d) infringe the intellectual property rights of third parties in relation to the Technical Information.
  - 5.1.3. allow access to the TKB only to employees of the NECA WA member's business permitted to access the TKB by this Agreement.
  - 5.1.4. take all reasonable steps to ensure that each of the NECA WA member's employees uses their own access information to access the TKB.
  - 5.1.5. notify NECA WA within ten (10) days of an employee of a NECA WA member with current access to the TKB ceasing employment with the NECA WA member, so that NECA WA can cancel that former employee's access to the TKB.
- 5.2. The obligations set out in clause 5.1, shall be continuing obligations and shall survive the expiration or termination of this Agreement.
- 5.3. The TKB User acknowledges that the Technical Information is provided as general information and as a guide only and does not constitute legal advice.

## 6. INDEMNITY

- 6.1. The TKB User shall be responsible for and shall indemnify and keep indemnified NECA WA and its directors, officers and employees from and against liability for all loss, including but not limited to direct loss, indirect loss, consequential loss, loss of profit, reputation or otherwise, damage or injury to persons or property caused wholly or in part by the TKB User or its servants, employees, agents (including any loss, damage or injury which may be suffered by the TKB User or any of its employees, agents) arising directly or indirectly out of the TKB User's use of the TKB.

## 7. INTELLECTUAL PROPERTY

- 7.1. The TKB User agrees that any Technical Information or information of whatever nature produced or developed by NECA WA pursuant to or in the course of providing access to the TKB, shall remain the sole and complete property of NECA WA. The TKB User does not acquire any interest, property, rights, title or licence in respect of Technical Information provided by NECA WA on the TKB.

## 8. DISPUTES

- 8.1. In the event of any dispute arising between the parties relating to the provision of services under this Agreement or the interpretation or application of this Agreement, then such matter shall:-
- 8.1.1 In the first instance be referred by one party to the other and the party shall use all reasonable endeavours to resolve the difference or dispute without resort to future process; and
- 8.1.2 If the difference or dispute cannot be resolved in such a manner within seven (7) days of the difference or dispute arising then it shall be referred to mediation and if the parties cannot agree as to the appointment of a mediator then the Law Society of Western Australia shall appoint a mediator and the parties shall share the costs of same. The mediator shall act as a mediator and not as an arbitrator. If, after the mediation conference, the parties fail to reach a negotiated outcome, only then the parties are free to utilise all other legal courses of action to resolve the dispute.

## 9. NOTICES

- 9.1. Any notice required to be given by one party to the other party must be in writing and delivered by hand, ordinary post, email or fax to the address of the addressee set out in this Agreement or the other address (if any) notified by the other party to be the address for service of notices.

## 10. VARIATION OF AGREEMENT

- 10.1. This Agreement shall not be modified or changed subsequent to its execution except in writing signed by NECA WA and the TKB User.

## 11. NON WAIVER AND SEVERABILITY

- 11.1. The failure by NECA WA to insist upon strict performance of any of the covenants in this Agreement or any delay by NECA WA in exercising any of its remedies or rights shall not constitute or be deemed a waiver by NECA WA. If a court determines that a provision of this Agreement is unenforceable, illegal or void then the remaining provisions shall nevertheless be unaffected and shall continue in full force and effect.

## 12. ENTIRE AGREEMENT

- 12.1. This Agreement contains the entire agreement between the parties and both parties agree that there are no other terms, representations or understandings except those set out in this Agreement.

## 13. GOVERNING LAW

- 13.1. This Agreement is governed by the law of the State of Western Australia and the parties agree to submit to the jurisdiction of the courts of that State for any proceedings arising out of this Agreement.

## 14. COSTS

- 14.1. Each of the parties shall bear their own costs and expenses of and incidental to the preparation and execution of this Agreement.

## 15. FORCE MAJEURE

- 15.1. The parties shall not be liable for any delay or failure to perform its obligations under this Agreement (other than the obligation to pay money) if such failure or delay is due to Force Majeure.