



Membership Terms and Conditions for Treater Members

By completing this application for a unique brand, you are also applying for membership of the Timber Preservers' Association of Australia (TPAA) and you agree to the terms and conditions that may be found on this form and here: www.tpaa.com.au (the Terms and Conditions)

1) Application

- (a) You agree to pay the membership fee (the Fee) applicable to you based on the number of brands issued to you.
- (b) Membership is offered at our complete discretion and you acknowledge that we have the right to accept or reject any membership application as we deem appropriate.
- (c) You agree that you will advise us of any change of name, address, or other details relevant to your membership as soon as the change occurs.
- (d) Membership will be for 12 months, starting on the date your application is accepted by TPAA.
- (e) To renew your membership you will need to pay the Fees when requested to do so in 12 months time.

2) Unique Brand

- (a) Where this application is accepted and we have received the Fee, you will be granted membership to TPAA (Member).
- (b) Once you are a Member, we will (unless exempted or not otherwise required by law) issue you with a unique brand that must be applied to the timber products that you produce in accord with the requirements of AS/NZS1604 and the requirements of the Australian Pesticides and Veterinary Medicines Authority. The requirements will be determined based on the nature and level of treatment for those timber products (Brand).
- (c) You may be issued with more than one Brand where you produce timber that has been subjected to different levels and types (e.g. CCA, ACQ, LOSP etc) of treatment.

3) Fees

- (a) Members of TPAA must pay the Fee annually to TPAA.
- (b) The Fees will be published on our Website and updated from time to time.
- (c) Upon expiry of your annual membership, we will automatically renew your membership for a further 12 month period. The Fee for subsequent membership periods will be charged to you using the billing and account information that you provide to us at the time of submitting your membership application.

- (d) If you do not wish for your membership to automatically renew, you must notify us in writing at least one month prior to the expiration of your annual membership.

4) Membership

By becoming a Member, you acknowledge and agree:

- (a) TPAA does not inspect or test, or undertake any form of quality control, in terms of the timber products that you produce;
- (b) You warrant to TPAA that you will comply at all times with specifications acceptable to the Building Code of Australia as may be amended, changed or replaced from time to time
- (c) You will at all times comply with all laws, regulations and other directives from any government or regulatory authorities relating to your production, your conduct and the sale of treated timber products;
- (d) TPAA does not warrant, endorse or approve your goods or services or the goods and services of any other Members;
- (e) To the extent that we provide information to you through our website or any other medium, such information is provided on an “as is” basis with no guarantee as to accuracy, correctness or completeness and must not in any way be construed as advice;
- (f) You will not engage in conduct that is detrimental or damaging to TPAA and will make no public disparagement of TPAA; and
- (g) You will not represent or hold yourself out as able to bind TPAA, or as a representative or spokesperson for TPAA.

5) Termination

- (a) We reserve the right to cancel your membership and delist any Brand issued to you at any time where we consider:
 - i. You have or are likely to engage in fraudulent or unlawful conduct of whatsoever nature;
 - ii. You have engaged in, or are likely to engage in, conduct that either has or is likely to bring TPAA into disrepute or damage the reputation of TPAA;
 - iii. You have engaged in, or are likely to engage in, conduct that would cause TPAA to suffer loss or damage;
 - iv. Your Fees have not been paid; or
 - v. You are in breach of these Terms.
- (b) Where we have terminated your membership in accordance with clause 5(a) you will not be entitled to a refund of any Fees.
- (c) We may terminate your membership at any time upon the provision to you of thirty (30) days' notice. Where we terminate your TPAA Membership by way of notice, we will provide you with a refund of the Fees you have paid, calculated on a pro-rata basis.
- (d) You may terminate your membership at any time upon the provision to us of written notice. Where you elect to terminate your membership, you will not be entitled to a refund of any Fees.

- (e) Upon the termination of your membership for any reason your allocated brand will be removed from the TPAA list

6) Liability

- (a) Except as provided in any law which cannot be excluded or modified by agreement, we do not accept any liability whatsoever, including for negligent acts and omissions, with respect to any claim arising as a result of:
 - i. The breach of the Terms and Conditions or any term implied into them by law (including statute), by any person;
 - ii. Your failure to comply with any Law or the relevant Australian Standard;
 - iii. Our termination of your membership, including without notice, as permitted by these Terms;
 - iv. Your interaction with any other Member; or
 - v. Any product or service that you offer.
- (b) You acknowledge that TPAA may discontinue its membership program, including management of the issuing of Brands, at any time where in our reasonable opinion it becomes infeasible, impractical, or uncommercial for TPAA to continue offering memberships or managing the administration of Brands.
- (c) You acknowledge that where we discontinue membership or brand administration in the circumstances contemplated in 6.1(b), we will not be liable to you for the repayment of any fees.

7) Indemnity

You hereby indemnify us and hold us harmless in respect of all loss, damage, expense or cost that we may suffer or incur as a result of any claim, action, suit, proceeding or ruling that results from:

- (a) Any liability we incur as described in clause 6.1, or otherwise incurred either directly or indirectly from your conduct or your failure to act, which has led directly or indirectly to our liability;
- (b) Your breach of these Terms and Conditions;
- (c) Your failure to comply with any Law or the relevant Australian Standard; or
- (d) Any product or service that you offer.