

ALOA Terms & Conditions of Service to Members

1. These terms and conditions set out the terms and conditions upon which ALOA agrees to provide to members services of a commercial nature.

Rules

2. ALOA is company limited by Guarantee. It operates subject to the Constitution of the organisation registered with the Australian Securities and Industry Commission ("the Constitution"). The Constitution is available upon request or on the ALOA website.
3. The Constitution binds both ALOA and members of ALOA and are hereby incorporated into this agreement. In the event of any inconsistency between these terms and conditions and the Constitution, the Rules prevail over these terms and conditions.
4. The Constitution contain provisions regarding:
 - a. ALOA's objects as an organisation are set out in the Rules.
 - b. Applications for membership;
 - c. Unfinancial members;
 - d. Resignation and termination of membership;
 - e. Member representatives;
 - f. Eligibility for office;
 - g. Election of the Board
 - h. Annual General Meeting;
 - i. Notices to members.

Duration of membership or subscription

5. Membership of ALOA is for a period of 12 months. Each renewal of membership is for a further period of 12 months.

Membership fees and subscription fees

6. ALOA's membership fee is set by the Board each year.
7. You agree to pay the amount due and payable on any additional membership fee invoice or amended renewal notice within 14 days of such notice.
8. Membership fees or subscription fees are not refundable.
9. Membership fees will be reviewed annually and may be subject to increase at ALOA's discretion. You will be given written notice of any change to the membership fees at least 7 days prior to date for renewal. You are deemed to have accepted such change unless you give written notice of cancellation of your membership within 7 days of notice of the change to the membership fees.

Renewal, suspension and cancellation of services

10. Prior to the renewal date for your membership each year a renewal of membership form will be sent to you at the last address you provided to us.

11. If your membership is not renewed by payment of the membership fees within 14 days of the due date on the renewal notice ALOA will suspend the provision of all services to you. If your membership is not renewed by payment of the membership fees within 60 days ALOA will cancel the provision of all services to you. If you have not paid any membership fees within three months of the due date for payment your membership of ALOA may also be cancelled.
12. If you resign your membership of ALOA any membership fees paid are not refundable. ALOA will cease to provide all services and information to you upon receipt of your resignation as a member.
13. Any unpaid membership fees that were due and payable at the time of resignation of your ALOA membership in relation to a period before your resignation remain due and payable to ALOA as a debt due.
14. Should you resign your membership after the due date for renewal of your membership the full amount of fees for the 12 month period remains due and payable as a debt due to ALOA.
15. Written notice of resignation of your membership should be sent to
Australian Landfill Owners Association Ltd
GPO BOX 1398
Melbourne VIC 3001

Member Benefits

16. ALOA provides its members with a range of information and service as part of its membership. The provision of such information is at all times at the absolute discretion of ALOA and is subject to change, variation or cancellation at any time. Details of ALOA's membership packages and the services and benefits offered by ALOA are provided on our website at www.ALOA.com.au and are subject to change. ALOA makes no representation or promise that the services offered at the time of joining or renewal of membership will continue to be provided to members.

Fair use of information and advice

17. You agree that any information or advice provided to you by ALOA is provided for the use of the member only. You agree not to use the information or advice for commercial resale or gain. You agree not to provide such information or advice to any third party for the use or benefit of the third party.
18. You agree not to use your access to ALOA information and advice to obtain information or advice for the use of a third party (including any subsidiaries or related companies that are not members of ALOA).
19. In the event that information or advice provided to you by ALOA is provided to any third party ALOA reserves the right to suspend or cancel the provision of further services to you until such time as it is satisfied that you have ceased to do so. No refund of any membership fee paid will be due. Any unpaid membership fee will remain due and payable as a debt due to ALOA.

Disclaimers

20. ALOA is not liable for any loss or damage caused to a member due to the non-provision of services to the member as a result of the suspension or cancellation of such services to the member as described in clause 18 or as a result of ALOA changing the services it provides or no longer offering services in the exercise of its discretion as described in clause 23.
21. Information provided by ALOA and its employees, officers and agents is of a general nature only and is not legal, accounting or other professional advice. While all reasonable endeavours are made to ensure the accuracy of information provided, ALOA accepts no liability for any action, or decision not to act, taken by you on the basis of the information provided to you, or for any error in or omission in the information provided by ALOA, or any loss or damage caused to you or any other person whether a member of ALOA or not, as a result of information provided by ALOA being inaccurate. Without limiting the generality of this disclaimer, no responsibility or liability is accepted by ALOA for any losses incurred in contract, tort, negligence, or any other cause of action, or for any consequential or other forms of loss. ALOA urges you to obtain advice from an appropriately qualified professional before acting, or deciding not to act, on the basis of the information provided by ALOA, its employees, officers and agents.
22. Any information or advice given by an ALOA employee whether over the telephone or in person or in writing is based on the facts and information provided to the ALOA employee by the member. If incomplete or inaccurate information or facts is provided by the member that may change the advice or information that would be given by the ALOA employee. ALOA accepts no liability for any action, or decision not to act, taken by you on the basis of the information or advice provided to you, or for any error in or omission in the information or advice provided by ALOA, or any loss or damage caused to you or any other person whether a member of ALOA or not, as a result of information or advice provided by ALOA being inaccurate. Without limiting the generality of this disclaimer, no responsibility or liability is accepted by ALOA for any losses incurred in contract, tort, negligence, or any other cause of action, or for any consequential or other forms of loss. ALOA urges you to obtain advice from an appropriately qualified professional before acting, or deciding not to act, on the basis of the information or advice provided by ALOA, its employees, officers and agents.
23. Any liability, including for consequential losses, in respect of any claim arising out of or in connection with the relationship established by your membership of ALOA shall not in any event (and whether or not such liability results from or involves negligence) exceed the amount of membership fees last paid by you.

Changes to ALOA's terms and conditions

24. You agree that ALOA may change these terms and conditions at any time. ALOA agrees to publish any change to its terms and conditions on its website. ALOA's terms and conditions as published on its website apply until the date of any change to the terms and conditions published on ALOA's website.

Notices

25. You agree that ALOA may send to you any notices with regard to your membership, membership fees, renewal or ALOA services to you by email at the email address you have provided us at the time of joining ALOA or renewing your membership.