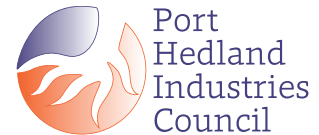


PHIC Associate Membership Application/Renewal Form



Contact information

Name:	Position:	
Business address:		
Suburb:	State:	Postcode:
Phone:	Mobile:	
Email:	Secondary email:	
Website:		

Please Note: Associate Member websites will be linked via PHIC website. Please provide logo.

Accounts department details:

PHIC Associate Membership

PHIC Associate member is available to mining and Port related supply chain companies, training and educational institutions and small service providers and suppliers.

Associate Membership Fees

\$10,000 (ex GST) per annum

Associate Core Benefits

- Strong Industry Associations
- Industry and Community Brand Awareness
- PHIC Industry & Community event participation
- Industry Information
- Industry Reporting

Business/Organisation Category - Please tick relevant categories

<input type="checkbox"/> Community Organisation <i>(please specify)</i>				
<input type="checkbox"/> Industry Association	<input type="checkbox"/> Port	<input type="checkbox"/> Mining	<input type="checkbox"/> Marine	<input type="checkbox"/> Other <i>(please specify)</i>
<input type="checkbox"/> Supplier/service provider	<input type="checkbox"/> Port	<input type="checkbox"/> Mining	<input type="checkbox"/> Marine	<input type="checkbox"/> Other <i>(please specify)</i>
<input type="checkbox"/> Small Business	<input type="checkbox"/> Port	<input type="checkbox"/> Mining	<input type="checkbox"/> Marine	<input type="checkbox"/> Other <i>(please specify)</i>
<input type="checkbox"/> Training Provider	<input type="checkbox"/> Port	<input type="checkbox"/> Mining	<input type="checkbox"/> Marine	<input type="checkbox"/> Other <i>(please specify)</i>
<input type="checkbox"/> Other <i>(please specify)</i>				

PHIC Associate Membership Criteria - Please outline eligibility for PHIC Associate Membership

a) Demonstrate a bona fide interest in PHIC's goals and activities, as set out on the PHIC website.

b) Core business activity relevant to the Port Hedland supply chain.

c) Business activities within the Port Hedland region.

d) A genuine commitment to the Port Hedland community.

Signed

Signature:	Date:
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What happens next?

Submit your application form to **Port Hedland Industries Council, PO Box 415, Port Hedland WA 6721** or email **admin@phic-hedland.com.au**. This will be reviewed by PHIC. Once accepted you will receive a tax invoice and payment details. If you have any queries, please contact **admin@phic-hedland.com.au**

PHIC Associate Membership Terms and Conditions

1 Background and eligibility

- 1.1 The Port Hedland Industries Council Pty Ltd (**PHIC**) was established to provide a collaborative approach to address industry issues and community concerns and to ensure that both the Port of Port Hedland and the Port Hedland community can continue to grow and prosper.
- 1.2 These terms and conditions (**Terms and Conditions**) apply to associate memberships granted by PHIC (**Associate Membership**).
- 1.3 To be eligible for Associate Membership you must have:
 - (a) a bona fide interest in PHIC's goals and activities, as set out on the PHIC website, as amended, from time to time;
 - (b) a core business activity relevant to the Port Hedland supply chain;
 - (c) business activities within the Port Hedland region; and
 - (d) a genuine commitment to the Port Hedland community, (**Associate Membership Criteria**).
- 1.4 PHIC will determine whether you meet the Associate Membership Criteria in its sole discretion after receiving an application for Associate Membership from you.
- 1.5 By applying for and being granted Associate Membership by PHIC, you agree to be bound by and comply with these Terms and Conditions.

2 Associate Membership Fee

- 2.1 A membership year for Associate Membership commences on the date you join PHIC and ends on the 12 month anniversary of joining (**Membership Year**).
- 2.2 You agree to pay the annual membership fee as set out on the PHIC website at the time of joining (**Associate Membership Fee**).
- 2.3 The Associate Membership Fee for each financial year will be determined by PHIC prior to the end of each financial year and the updated Associate Membership Fee will be set out on the PHIC website.
- 2.4 Associate members will be notified in writing of the Associate Membership Fee that will apply if their Associate Membership is renewed, prior to the expiry of the Membership Year.
- 2.5 The Associate Membership Fee is used to fund PHIC's activities.
- 2.6 You agree to an automatic renewal of your Associate Membership from year to year unless you elect to terminate your Associate Membership in accordance with clause 12.2. Renewal is taken to have occurred on the first day after the 12 month anniversary of joining and each 12 month anniversary after that (**Date of Renewal**).
- 2.7 PHIC will not be obliged to refund any Associate Membership Fee in any circumstances.

3 Associate Membership Fee payment

- 3.1 For new applications for Associate Membership, PHIC will issue an invoice for the Associate Membership Fee for the first Membership Year after receiving and approving the application. The Associate Membership Fee must be paid in full within [30] days after the invoice is issued.
- 3.2 For renewals of Associate Membership, PHIC will issue an invoice for the Associate Membership Fee for the new Membership Year after the Date of Renewal. The due date for the Associate Membership Fee is [30] days after the invoice is issued.

4 Default in payment

- 4.1 If an Associate Membership Fee account remains outstanding at any time after the due date, you have [14] days from the due date to remedy the non-payment.
- 4.2 Failure to remedy the non-payment within time will result in PHIC at its discretion, suspending or cancelling your Associate Membership and any associated services.

5 Your obligations

- 5.1 You undertake to ensure that all information including your contact details, company name, ABN/ACN provided to PHIC remain up to date at all times.
- 5.2 You undertake to notify PHIC of any changes that affect your ability to meet the Associate Membership Criteria set out in clause 1.3.

6 Associate Membership benefits and services

- 6.1 PHIC provides a range of services and benefits as part of your Associate Membership including:
 - (a) strong industry associations;
 - (b) industry and community brand awareness;
 - (c) industry and community event participation;
 - (d) industry information; and
 - (e) industry reporting, (Membership Benefits).
- 6.2 The provision of Membership Benefits is at all times at the absolute discretion of PHIC and is subject to change, variation or cancellation at any time by PHIC.
- 6.3 A full list of Membership Benefits can be accessed from the PHIC website, as varied, from time to time.

7 Not legal or professional advice

The contents of PHIC's publications are provided as general guides only and are not designed to be comprehensive or to provide advice and should not be relied upon as such.
Formal and specific legal and/or other professional advice should be sought to address your individual circumstances.

8 No liability for publications

- 8.1 PHIC takes reasonable care in preparing its publications. PHIC publications are intended to provide general information in summary form, current at the time of first publication.
- 8.2 You acknowledge and agree that PHIC gives no warranties or assurances and makes no representations about its publications, including in respect of its relevance, reliability, accuracy or completeness. PHIC gives no assurances that its publications are suitable for your intended use.
- 8.3 You acknowledge and agree that PHIC does not accept any liability for any claim which may arise from any person acting or refraining from acting based on information contained in a PHIC publication. To the fullest extent permitted by law, PHIC, its employees and/or any other person involved in the preparation of PHIC publications exclude all liability including for any direct, indirect or consequential loss or damage suffered by any person acting or refraining from acting as a result of any PHIC publication, or otherwise in connection with it.

9 No liability for events

You acknowledge and agree that PHIC does not accept any liability for any claim which may arise in connection with any events organised by PHIC. To the fullest extent permitted by law, PHIC, its employees and/or any other person involved in organising PHIC events exclude all liability including for any direct, indirect or consequential loss or damage suffered by any person in connection with any events organised by PHIC.

10 Promotion

- 10.1 By applying for and being granted Associate Membership, you acknowledge and consent to being publicly associated with PHIC and you agree that you may be referred to and tagged in various PHIC promotional materials and on social media platforms, including but not limited to Instagram, Twitter, Facebook and LinkedIn.
- 10.2 If you do not consent to your organisation being associated with PHIC in PHIC promotional materials and on social media platforms, you must provide written notice of this to PHIC.

11 Intellectual property

- 11.1 PHIC owns the intellectual property, including copyright, in all content of its publications.
- 11.2 Reproduction of any PHIC publication is not permitted without prior written authorisation from PHIC.

12 Termination

- 12.1 PHIC has the right to terminate your Associate Membership with immediate effect by giving written notice to you if:
 - (a) you are in default of an Associate Membership Fee payment;
 - (b) you no longer meet the Associate Membership Criteria as set out in clause 1.3; or
 - (c) you go into liquidation, receivership, administration, bankruptcy, enter an arrangement or compromise with creditors or have any form of insolvency administrator appointed.
- 12.2 You may terminate your Associate Membership by written notice to PHIC no less than [1] month before the end of the relevant Membership Year.
- 12.3 If you provide notice to PHIC of your intention to terminate less than [1] month before the end of any Membership Year, the Associate Membership Fee for the subsequent year will be payable in full and the termination will not take effect until the following Membership Year.

13 Privacy

Any use or disclosure of personal information by PHIC will be in accordance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles, as amended from time to time.

14 General

- 14.1 From time to time, PHIC may update these Terms and Conditions. The updated Terms and Conditions will apply to all Associate Memberships from the time of posting on the PHIC website.
- 14.2 Notices given in connection with these Terms and Conditions must be in writing. Notices sent to PHIC by the associate member must be sent by email to admin@phic-hedland.com.au. Notices sent by PHIC to the associate member will be sent either to the email address or postal address which have been most recently provided by the associate member to PHIC. Notices will be deemed to be received:
 - (a) if delivered by email, at the time of sending, or if the email is sent after 5pm or on a day other than a business day, at 9am the following business day; or
 - (b) if delivered by post, 48 hours after posting.
- 14.3 Any provision of, or the application of any provision of, these Terms and Conditions which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or other jurisdictions.
- 14.4 Associate Membership, and the rights of being a PHIC associate member, are personal to the associate member and are not transferable.
- 14.5 These Terms and Conditions are governed by the laws of Western Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia.