



## 2023/2024 Membership Application Form

Membership Types		
Type of member	Description	Price
<input type="checkbox"/> <b>Full Member</b>	A business, company or other entity which is the primary importer or manufacturer of goods in the Sector in Australia and New Zealand.	<b>Australia</b> \$5,176.88 (Excluding GST) <b>New Zealand</b> \$1,237.94 AUD
<input type="checkbox"/> <b>Associate Member</b>	A person, business, company or other entity that acts as a Distributor of goods or services for Full Members or is allied with the Sector in Australia and New Zealand.	<b>Australia</b> \$519.00 AUD (Excluding GST) <b>New Zealand</b> \$563.80 AUD
Please note New Zealand fees are transitional and GST applies only to Australia.		

Company Details							
Company Name			Trading Name				
Type of Business			Country				
ABN			NZBN				
Postal Address		Suburb		Postcode			
Street Address		Suburb		Postcode			
Representative Name			Position				
Business Phone			Mobile Number				
Email							
Website							

<i>Please outline in a few sentences your motivation for joining the CAAA and expectations of the Association.</i>	<i>Please outline key products, brands and markets, including parent companies (if applicable)</i>

## FOREIGN INFLUENCE TRANSPARENCY SCHEME

Applicants are required to disclose information about the ownership and control of their company relating to the Scheme. The Scheme compels members to disclose if their company is 15% or more foreign state ownership or control. The Executive Officer can act on your behalf when speaking with government officials but will need to register under the Foreign Influence Transparency Act. This includes the relationship with the foreign principal in your company, and the activities being undertaken on behalf of the foreign principal.

A foreign principal includes:

- a foreign government
- a foreign political organisation
- a foreign government related entity
- a foreign government related individual.

**IT IS YOUR RESPONSIBILITY TO CONFIDENTIALLY ADVISE THE EXECUTIVE OFFICER IF YOUR COMPANY IS EXPOSED TO THE FOREIGN INFLUENCE TRANSPARENCY ACT**

## Declaration

I confirm that the information provided in the application is true and correct and warrant that I have the authority to sign this application on behalf of the company.

**Full Name**

**Title**

**Signature**

**Date**

/ /

# COMPRESSED AIR ASSOCIATION OF AUSTRALASIA MEMBERSHIP AGREEMENT

## RATIONALE

The Air and Mine Equipment Institute of Australasia ACN 068 107 586 (**AMEIA**), trading as Compressed Air Association of Australasia (**CAAA**) ABN 33 068 107 586 represents the compressed air and related equipment industry in Australia and New Zealand to consumers, governments and other industries. To do this, it relies on its reputation and the reputation of all Members to improve the air compressor and related equipment market.

Members agree to operate with integrity in the marketplace, including complying with relevant laws, regulations and standards.

Capitalised terms other than proper nouns that are not defined in this Membership Agreement have the meaning provided in the AMEIA Constitution (Constitution).

## GENERAL TERMS

1. All Members agree to comply with this Membership Agreement.
2. The terms of this Membership Agreement may be amended from time to time by notice to Members where the Board deems it necessary or desirable for the proper conduct and management of CAAA.
3. Paying the subscription fee and signing this Membership Agreement constitutes agreement with the terms and conditions of Membership.
4. Members are required to post or email a signed copy of this Membership Agreement together with a signed copy of the CAAA Confidentiality Agreement (rule 27 of this Membership Agreement) to the CAAA with the Membership Application Form.

## CODE OF PRACTICE

5. Members of the CAAA agree to:
  - 5.1. comply with all relevant State, Territory and Australian laws, including Minimum Energy Performance Standards (MEPS) and the Australian Competition and Consumer Act 2010;
  - 5.2. improving the image and integrity of the compressed air industry through best practice and compliance with air compressor standards and regulations - federal and state;
  - 5.3. encourage other manufacturers, assemblers, and importers to join the CAAA;
  - 5.4. continually improve industry standards by regular Member communication, representation, and regularly attend CAAA meetings;
  - 5.5. where the Member distributes piston compressors of pump displacement less than 2400L/minute the Member agrees to:
    - a) use the Australian Standard 4637 to test each compressor model according to the Free Air

Delivery method (**FAD**) (**Note:** references to Australian Standard 4637 means the last published version of it, regardless of it ceasing to be updated);

- b) use the Australian Standard's FAD measure to display units' performance via FAD or FAD and Pump Displacement (**PD**) via the CAAA proprietary labels affixed to each unit;

(**Note:** The Australian Standard requires the PD and FAD be displayed in litres/min.);

- c) ensure that all advertising and promotional collateral accurately reflects the FAD of the machine; and
- d) promote FAD as the best measure of a compressor's performance to its suppliers and customers;

5.6. where the Member is part of the Industrial Division of the CAAA, additional requirements may apply, including but not limited to:

- a) compliance with noise performance measures in accordance with either ISO 2151 or a relevant Australian Standard to suit the products' intended application, and their updates; and
- b) compliance with an independent third-party standard for measuring and reporting FAD, for example Pneurop/CAGI acceptance test codes PN2CPTC1, PN2CPTC2 or PN2CPTC3, or ISO 1217, and their updates; and

5.7. notwithstanding the above, the provisions of ISO 1217 (Displacement compressors – Acceptance tests) will prevail where required, and be acceptable under this Membership Agreement.

## USE OF CAAA LABELS

6. The CAAA is the owner of registered Trade Mark: 1257712, the "Compressed Air Australasia The Smarter Energy Source Protocol 2000+ Code of Practice" (**CAAA Trade Mark**).

Eligible Members can apply a label bearing the CAAA Trade Mark and the performance specifications required by the Membership Agreement in the form provided or approved by the CAAA from time to time (**labels**) for approved reciprocating air compressors of pump displacement less than 2400L/minute and less than 15 bar of output pressure.

Subject to a Member's ongoing Membership with the CAAA and compliance with its obligations under this Membership Agreement, the Constitution and any relevant legislation, the CAAA grants the Member a revokable, non-exclusive licence authorising the Member to affix the labels to its products subject to the following rules 7 to 13.

7. The Member shall:

- 7.1. ensure that the label displays accurate rating figures regarding FAD only or both FAD and PD (**Performance Rating**) ; and the Performance Rating must be strictly calculated according to AS 4637 and may be amended from time to time;
- 7.2. ensure the labels are located on an external surface of the compressor which will be readily visible in its assembled form, preferably on the front or top of the machine near the product branding; not to be placed on the underside or underneath another part - such as a guard; and

- 7.3. undertake to display an image of the label on both the external point of display packaging and in the instruction manual.
8. The Member warrants to the CAAA as a continuing warranty, that the Performance Rating printed on the labels have been and shall always be calculated strictly in accordance with AS 4637. The Member indemnifies and holds harmless the CAAA in respect of any and all liability for costs, claims, damages or losses suffered by the CAAA as a result of any breach of the above warranty or in any way arising by reason of the application of the labels on compressors manufactured and/or sold by the Member.
9. The Member shall ensure that neither it nor its supplier(s) shall provide labels to any unauthorised third party or otherwise allow any improper use of the CAAA Trade Mark or labels.
10. It is expressly agreed between the CAAA and the Member that the process of calculating and publishing the Performance Rating is compliant with the Australian Standards and nothing in this Membership Agreement shall be construed or shall be taken to imply any guarantee or warranty that the Member's compressors are capable of achieving any particular performance level, nor that the Performance Rating has any application to components of the compressor package including but not limited to the motor, pump or air receiver (pressure vessel).
11. If the CAAA Member ceases to be a Member for any reason, the Member (or former Member as the case may be) undertakes to immediately remove labels from all unsold products and shall immediately destroy all labels (blank or printed).
12. In the event of any serious or persistent breach of this Membership Agreement by a Member - the CAAA shall be entitled (but not obligated) to expel the Member from the CAAA without prejudice to any other right(s) and the CAAA may seek financial or other remedy in respect of such breach.

#### **BREACH OF USE OF LABELS TERMS**

13. Should a Member observe or otherwise become aware of a suspected breach of the Performance Rating in either the advertising material or printed label by another Member, the suspected breach will be reported to CAAA's Secretary and should include photos; catalogues; marketing collateral; and any other evidence demonstrating a breach. The identity of the Member in breach will remain anonymous to other Members.

#### **TESTING OF MEMBERS' UNITS**

14. If there is a question regarding the Performance Rating of a compressor, the CAAA will arrange for testing of the suspect product.
- 14.1. Members in suspected breach will supply a new unit at their cost for testing.
- 14.2. The unit will be tested by another Member according to AS4637.
- 14.3. The test will be witnessed by a Board representative or nominated delegate of the CAAA.
- 14.4. Any costs associated with the transport and testing of the unit will be the responsibility of the Member who owns the unit being tested.
- Where a product is falsely reported and test results are vindicated, costs will be the responsibility of the complainant.
15. The CAAA will retain the test results and update its records if necessary.

#### **GRIEVANCE PROCEDURE AND DISCIPLINARY ACTION**

16. If a Member has a complaint or is in dispute with another Member, the CAAA or Committee regarding the Member's rights or obligations under any Regulations or Constitution, the Member may give notice in writing to the Board stating the grounds of his or her complaint.
17. Either party to the dispute may invoke the following grievance procedure:
- the parties to a dispute must attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party;
  - where the parties are unable to resolve the dispute, a mediator can be jointly appointed to resolve the issue;
  - if the parties cannot agree on the mediator within 7 days, either party may apply to the Resolution Institute to nominate a mediator; and
  - should the parties not reach a mutually acceptable outcome through mediation then the matter must be sent to the Board (or a Committee nominated by the Board) for a final determination.
18. Notwithstanding the grievance procedure set out in rules 16 and 17 above, the Board may by its own initiative or in response to the complaint take disciplinary action against a member.
19. The CAAA may take disciplinary action against a Member if in the opinion of the Board the Member:
- has failed to rectify a breach; or
  - has failed to comply with this Membership Agreement; or
  - refuses to support the purposes of the CAAA; or
  - has engaged in conduct prejudicial to the CAAA.
- Disciplinary action may include the cancellation of the Member's license to use CAAA labelling and/or the CAAA Membership suspended or cancelled or the Member expelled.
20. If the Member is expelled, the Member will:
- 20.1. notify any manufacturer or supplier engaged by it of the termination of this Membership Agreement;
  - 20.2. destroy all unused labels;
  - 20.3. remove any labels applied to any unsold air compressors in its possession or control; and
  - 20.4. provide a statutory declaration that these requirements have been complied with.
21. Potential disciplinary actions will be discussed and documented at meetings of the Board and issued to Members through meeting minutes.
22. The Member has no right to appeal against the disciplinary action of the CAAA.
23. Members can access the grievance procedure provided that disciplinary action has not been taken.

## TESTING OF NON-MEMBERS' UNITS

24. If there is a question regarding the stated output of a compressor from a non-member, the unit can be to procured and tested subject to Board authorization.
25. The results will be provided to the Board.

26. Where the unit is falsely labelled:

26.1. a letter will be sent to the manufacturer/supplier including evidence and documentation to:

- a) inform them that the unit is potentially misleading; and
- b) seek a resolution.

26.2. If the manufacturer/supplier does not respond satisfactorily, the CAAA will forward the test results and any other documentation to the relevant Office of Consumer Affairs (or equivalent) of the relevant State, and/or the ACCC or other relevant regulatory body.

## **MARKET STATISTICS SERVICES**

27. A key function of the CAAA is the provision of reliable market statistics of Member products. All Full Members agree to participate in the strictly confidential market statistics service which is managed through a third party provider ensuring valuable quality data is produced. All Members agree to execute the CAAA Confidentiality Agreement in relation to the provision of market statistics.

28. It is important that CAAA's statistical services are as comprehensive as possible, and that cross- participation between the Industrial and Commercial Divisions is ensured wherever possible. Therefore:

28.1. Should a Member of the Industrial Division also distribute piston compressors of pump displacement less than 2400L/minute, that Member will be assigned to the Commercial Division and must participate in the market statistics service for the Commercial Division.

28.2. Should a Member of the Commercial Division also be the sole distributor of a brand of screw compressors, that Member will be assigned to the Industrial Division and must participate in the market statistics service for the Industrial Division.

## **MARKETING**

29. By entering this Membership Agreement, a Member grants CAAA a non-exclusive licence to use any one or more of the Member's business names or trade marks for the sole purpose of reproducing the trade marks on CAAA's website and identifying the Member's Membership of CAAA.

30. CAAA agrees to comply with the Member's reasonable directions and specifications as to the manner of use of the trade marks and business names.

## **NEW MEMBERS**

31. New Members must comply with this Membership Agreement, and shall comply with the AS 4637 within 6 months of joining. Where compliance is not achieved, a renewal of Membership will not be offered after 12 months.

32. On receipt of supporting information to evidence the new Member's compliance to AS 4637, the Board will grant full Membership.

## CONFIRMATION

I agree to comply with the terms of the CAAA Membership Agreement and warrant my authority to enter into the Membership Agreement (including on behalf of the Company named below)

Name .....

Position .....

Company .....

Signature .....

Date .....