

TERMS & CONDITIONS

Terms and conditions

All persons meeting the requisite criteria may apply to the Perth Centre for Energy and Resources Arbitration Ltd ABN 61 159 113 194 (**PCERA**) for membership. By applying, all persons agree to be bound to these terms and conditions.

PCERA consists of the following classes of members: Founders; Corporates; Associates; and such other classes as the directors of PCERA may determine.

All decisions on membership, including rejection and cancellation, are in the absolute discretion of the board of directors of PCERA.

PCERA may vary these terms and conditions by notice in writing or publication on the PCERA web-site.

Entitlements of members

Different entitlements, dependent upon category of membership, will include:

- The right to nominate persons to PCERA Advisory Committee and inclusion on PCERA website (Founders).
- Five (5) free attendances at PCERA CPD events annually (Founders, Corporate).
- One (1) free attendance at PCERA CPD event annually (Associates).
- Additional annual publications (Founders, Corporate).
- Reduced rates for PCERA CPD events (All categories).
- Access to PCERA website materials including appointment clauses, rules and practice directions (All categories).
- Quarterly PCERA publication (All categories).
- Early invitations to PCERA CPD events (All categories).
- Invitation-only annual PCERA social event (All categories).
- Entitlement to advertise PCERA membership status (All categories).
- Such other entitlements as the directors of PCERA may, from time to time, determine.

Acknowledgments, transparency and best practice

By joining PCERA, members acknowledge that PCERA is a not-for-profit arbitration institution.

Further, by joining PCERA, members and their officers, employees, agents, related entities and parties, privies and assigns will have due regard to the need for:

- integrity,
- transparency,
- reputation and
- efficiency,

of Australian domestic and international commercial arbitration and dispute resolution.

Term and fee

The term of the membership is for a calendar year from 1 November to 31 October. Members will be liable for the amount of fees provided for in the applicable membership form (except for the Founder fee which is upon invitation by the PCERA directors). No refunds or extensions can be offered under any circumstances.

No incorporation

Any person or entity that is a member is not a member under the *Corporations Act 2001* (Cth) in the law of associations or otherwise. Any person who is accepted as a member of PCERA will only enjoy the entitlements in this document at the absolute discretion of the directors of PCERA.

For the avoidance of doubt, a member of PCERA shall not have the right to attend, vote or be heard at any general, board or special meeting of PCERA and has no right to receive notices of any such meeting or other PCERA corporate communications or documents.

Use of PCERA materials

Members agree not to distribute materials generated by PCERA, for the benefit of members, to non-members.

No advice and exclusion of liability

PCERA is a not for profit arbitration institution. It does not give legal or other advice. Members should seek independent advice for specific matters and verify any information or material they may obtain from PCERA, its website or otherwise. PCERA does not warrant its accuracy, reliability or completeness.

By joining, members agree not to hold PCERA responsible or liable in contract, negligence, equity, general law or under statute (to the maximum extent permitted by law) for any information, materials, act or omission attributable to PCERA and or its directors, officers, employees, agents and affiliates.

Privacy

PCERA reserves the right to provide access to any information it holds about members in their capacity as members to a third party if required by law. If so required, PCERA will make reasonable endeavours to inform the member before providing access.

Entire agreement, no variation and governing law

This document constitutes the sole and entire agreement between the parties with respect to PCERA membership. No variation occurs other than expressly in writing by the board of PCERA.

This agreement is governed by the laws of Western Australia.