



Terms and Conditions of Membership



Supported by the Code of Practice for Enforcement on Private Land

The Accredited Operator Scheme (AOS) is owned and operated by Parking Australia Ltd

The AOS is a non-profit making, fee-based scheme and the management and operation of the scheme is directly funded by the fee revenue.

About the Accredited Operator Scheme (AOS)

The Accredited Operator Scheme (AOS) was launched in May 2016 and, was designed specifically for those members of Parking Australia that are involved in parking enforcement services on private land. The AOS is supported by a Code of Practice for Enforcement on Private Land.

Membership Fees

Membership fees are based on the total “parking related turnover” which is provided by the applicant on the application form. Membership fees are annual fees which fall due on the anniversary of joining. Upon applying to join the scheme there is a \$1000.00 once off application fee. Then, once the application process is complete the annual membership fee is payable. All quoted membership fees include the **initial verification** (head office) Audit or the Annual (head office) Audit for existing members. Should there be areas of non-compliance which require further audits an additional fee payable by the member will be required. It is the intention however to work with members to achieve compliance and avoid the need for additional costs.

Parking Australia will audit your procedures as indicated in the Code of Practice guidelines document. This will require an audit of all sign types that form the basis of parking charges and, all sites that are operated by you. Upon joining, all new members will receive a free audit of up to **25 sites and 25 sign types**. Additional sites and signs will be charged at the rate included in the **Schedule of Fees**.

Parking Australia will also audit your standard documents. Each new member will be provided with one complimentary audit of each document type and thereafter each iteration of new document audit will be charged at the rate included in the **Schedule of Fees**.

The auditing of signage and sites is of fundamental importance to ensure that each of your procedures are lawful and that the Code of Practice is being adhered to.

Procedures for application

An applicant for the AOS must have:

- 1) Read and understood the criteria and guidelines associated with the Code of Practice for Enforcement on Private Land
- 2) Completed the Application Form and remit the \$ 1000.00 application fee
- 3) Read and understood the AOS membership Terms and Conditions

Schedule of Fees.

FEES	Parking related turnover \$ 2.0m plus	Parking related turnover \$ 1.2m - \$2.0m	Parking related turnover \$500,000 - \$ 1.2m
	TIER 1	TIER 2	TIER 3
Application Fee	\$ 1000.00	\$ 1000.00	\$ 1000.00
Annual AOS membership (includes 25 sites & 25 sign audits)	\$ 15,000.00	\$ 10,000.00	\$ 7500.00
TOTAL	\$ 16,000.00	\$ 11,000.00	\$ 8500.00
Desktop site audit *	\$ 4.00 per site		
Desktop sign- type audit*	\$ 4.00 per sign type		
Document audit**	\$ 4.00 per document		

(all fees exclusive of GST)

*upon joining all new members will receive a free audit of up to 25 sites and 25 sign types, additional fees are charged at the rate in the schedule

** one complimentary audit of each document type and thereafter each iteration of new document will be charged the rate in the schedule

NB: Separate charges will be incurred for the Independent Appeals Service (IAS) to be launched in 2017.

Application Checklist and Steps to Accreditation:

1. Download and read the [Code of Practice for Enforcement](#) on Private Land
2. Complete the [application form](#)
3. Read the Terms and Conditions for AOS Membership
4. Attach any other relevant statements as requested
5. Remit the \$ 1000.00 application fee
6. Verification (head office) audit is completed
7. Membership status is now "live"
8. Remit Membership Fees as per Schedule of Fees
9. Site audits commence and AOS status awarded at successful completion of each audit

TERMS AND CONDITIONS FOR MEMBERSHIP

The following Terms and Conditions outline the obligations you should be aware of as an AOS member. All members are bound by both the Terms and Conditions of the AOS and the Parking Australia Ltd Constitution and by any specific Terms and Conditions imposed under the Constitution. A complete copy of the Parking Australia Ltd Constitution can be obtained via Parking Australia Website [here](#):

Membership General

This document is to be read in conjunction with the Application Form annexed to it and the Schedule of Fees, which together form the terms of the Agreement between Parking Australia Ltd and You, the Applicant.

Parking Australia agrees to provide services to you as a member of the AOS and will provide and maintain the Code of Practice for Enforcement on Private Land ("the Code") and provide the services relating to your membership.

Membership Subscriptions

1. Membership is activated when we receive from you, a completed application form and application fee. A receipt will be issued upon remittance of payment.
2. Membership will only be considered as "live" when you have passed the Initial Verification (Head Office) Audit.
3. Individual sites will be designated as Accredited as each site audit is completed.
4. Membership is for one (1) year commencing on the date your application is accepted
5. All membership fees must be paid annually in advance.
6. An invoice will be sent to you before your member renewal date which is payable prior to your renewal date for membership fees paid annually.
7. The application fee is a once off administration charge and is not refundable.
8. Membership fees are calculated in accordance with your "parking related turnover" as you have declared on the application form. This includes all incomes from charges or any other monies of whatever nature that are derived directly or indirectly from acts relating to the parking of vehicles on land.
9. Renewal/re-admission to membership must be completed and paid within thirty (30) days or membership will be terminated and you will be considered a new member and will incur a full application fee.
10. Parking Australia membership must be current at all times for AOS membership compliance
11. Services provided by as part of the AOS in relation to membership are only available to members and designated representatives. It is the responsibility of the member to ensure the details of assigned representatives are up to date. Parking Australia takes no responsibility for the provision of services to assigned representatives.
12. You must notify us of changes to your contact details in writing (or via the member portal) otherwise we may not be able to make our services available to you.
13. Any variations made to these Terms and Conditions may be made by Parking Australia without express written notice to existing members and will be effective from when they are posted on the Parking Australia (AOS) website.

Renewal and Cancellation

A member may cancel their (AOS) membership at any time by providing written notification to Parking Australia. Once written notification is received the membership will be terminated within thirty (30) days. Cancellation of membership cannot be back dated and you will not be reimbursed or refunded any portion of membership fee.

No Refund Policy

Parking Australia does not refund or reimburse any portion of the membership fee. The AOS application fee is a once off administrative charge and is not refundable.

Termination/Suspension of Membership

Membership ceases only by giving us written notice or if payment is not received.

Memberships are automatically terminated 30 days after the member becomes non- financial.

Terminated members who wish to re-join are considered to be new members and will incur a further application fee and be subject to a verification audit.

If we are unable to locate you and subscriptions are overdue, we may notify you of termination of your membership by writing to your last recorded registered address or email address as deemed appropriate.

Change of Owner Details

You must promptly notify us in writing regarding changes to your owning entity, legal name, ABN details, registered address or billing address or principal contact details since changes may impact upon our ability to deliver your AOS services.

Membership verification/validation.

All members are issued with a personal, unique membership login. Your membership login details and identification will allow you access to an AOS member only portal. In circumstances where you forget or lose your login details, they can be reset. You will need to contact Parking Australia immediately before a secondary login and change of details are processed.

Information Collection and Use

Primary Purpose:

- Information exchange and the transaction of business between the member and Parking Australia, including application for membership and areas associated with the AOS, general administration and marketing purposes, statistical analysis and reports.

Secondary Purpose:

- Website directory listings and logos of member's contact information for contact by phone, mail or website
- Direct mail by Parking Australia for newsletters information updates

For the secondary purposes, the only information allowed for publication is the contact and specialty data. The specific information is:

- Business name
- Address
- Phone/fax/email
- Logo display
- Special services as advised by the member
- Accredited sites(location)

Confidentiality

Parking Australia will not collect personal information unless the information is necessary to enable us to undertake our activities in providing member services and benefits. We will advise you when we are collecting information from you, for what purpose we are collecting it, and how we will use it.

At the members' written/emailed request, any information will be withdrawn from the AOS website. If a member would prefer not to be included in such disclosures, we herewith confirm the opportunity to exercise this right, now or at any time in the future. If you wish to exercise this right, please contact Parking Australia.

Advisory Services

Any verbal advice provided by our advisers/consultants/directors and staff:

- Is given in good faith
- Is given on the basis that you have fully and accurately disclosed all relevant facts to us; and
- Relates only to the facts which you have disclosed to us

Verbal advice may not represent the only or definitive solution to your enquiry or contain all the detail required to answer your enquiry fully, as the nature of the communication is instantaneous and prevents extensive deliberation. You should carefully consider the extent to which our verbal advice suits your objectives, financial situation or needs before acting on it as we may not be able to take them fully into account during a brief telephone conversation or initial meeting.

Parking Australia is not liable for the provision and use of advice to designated representatives of any member where that advice is used to the detriment of the related member.

Parking Australia will hold no liability over any third party advice given to its Members or representatives.

Compliance with the Code

By signing this agreement, you agree:

To comply with any reasonable request that we make of you in connection with your membership

To comply with the terms of the applicable Code of Practice for Enforcement on Private Land including any amendments or revisions as they are published and as they apply to you at any particular time.

That if you do not adhere to the Code of Practice of the terms of this agreement you may be subject to the appropriate sanctions scheme as provided for within the Code.

To keep and maintain appropriate records in order to demonstrate full and effective compliance with the Code of Practice and allow Parking Australia to examine such records upon request. We will keep a record of any complaint/feedback about you and that we will investigate all allegations on non-compliance and you agree to make appropriate changes as required by Parking Australia.

To appraise yourself and those acting on your behalf, with any applicable laws.

Intellectual Property

All logo's trademarks and other intellectual property belonging to Parking Australia shall remain so at all times. You may use such property only with express permission and in line with the Style Guide which can be found on the Parking Australia (AOS) website.

Disclaimer and Warranties

Parking Australia shall not be liable for any delay or failure to perform any of its obligations if the failure results from events or circumstances outside its reasonable control.

Parking Australia shall not be liable to any person for any circumstances which arise as a consequence of a decision of any third party and which materially effects the operations of Parking Australia or its members.

You agree to indemnify Parking Australia against all claims that might arise against us due to negligent acts or omissions of you or your representatives.

Parking Australia will not be liable for any direct or consequential losses that you or any third party incurs as a result of complying or not complying with the Code.

Miscellaneous

Parking Australia shall retain the right to amend any term of this agreement without notice. In the agreement unless the context otherwise requires, words in the singular include the plural and visa versa. "You" means the Applicant named herein and "We" or "Us" means the owner of the AOS – Parking Australia.

This Agreement shall be governed by the laws of New South Wales and any dispute concerning it or its interpretation shall be adjudicated in that jurisdiction.