R&CA Membership Agreement 2026/27

Terms and Conditions

Restaurant and Catering Industry Association of Australia Incorporated (ARBN 609 050 857) trading as Restaurant & Catering Australia ("R&CA") agrees to provide services to members in accordance with the terms and conditions outlined in this Agreement.

1. Definitions

Agreement means any Membership Agreement.

Application means the same as an Agreement.

Association means the Restaurant and Catering Industry Association of Australia Incorporated (ARBN 609 050 857) trading as Restaurant & Catering Australia ("R&CA").

Associate Member means a natural person, firm, partnership, or corporation engaged in the manufacture, production, distribution or provision of goods and services relating to the foodservice industry. Associate Members will not be entitled to vote at any General Meeting of the Association and shall not be eligible for election to the Management Committee.

Business Day means a weekday, excluding a public holiday in New South Wales.

Confidential Information means all confidential, non-public, or proprietary information, regardless of how the information is stored or delivered, exchanged between the parties before, on or after the Start Date of the Agreement relating to the business, technology, or other affairs of the Discloser of the information but does not include information:

1. which is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence owed to the Discloser;
2. which was already known to the Recipient at the time of disclosure by the Discloser (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
3. which the Recipient acquires from a source other than the Discloser or any of its representatives where the Recipient is unaware that that source is not permitted to disclose such information.

Discloser means the party disclosing the Confidential Information.

End Date means the expiry of any Term bound by any Agreement.

Fees means the total sum payable to the Association inclusive of GST, charged by the Association for any Services rendered, subject to any Agreement. Fees may change from time to time. Fees charged by the Association will be based on the class of membership and include but not be limited to the characteristics of the respective Member as disclosed by the Association. Fees may include, but are not limited to, the Membership Fee and any other fee disclosed to You at the time of Application.

GST means the goods and services tax defined in the GST Law. GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and associated regulations.

Insolvency Event means (a) an event where a party informs the other party or any of its creditors that it is insolvent or unable to pay its debts when due, and any action or step taken, or legal

proceedings started for: (b) winding up, dissolution, liquidation, or reorganisation of a company (other than a valid restructure of the entity); or (c) appointment of a controller, administrator, official manager, trustee or similar officer over any of its revenues and assets.

Intellectual Property means all intellectual property, including without limitation, copyright, designs, trademarks, service marks, business names, company names, moral rights, trade secrets, ideas, concepts, strategies, techniques, methodologies, materials, know how, source codes, tools, templates, reports, systems, and logos whether registered or registrable.

Life Member means a member of the Association who in recognition of outstanding services to the Association shall be elected to Life Membership by two thirds majority of members present and voting at any Annual or Special General Meeting of the Association of which proper notice of such election and the reason therefore have been given. A Life Member shall be entitled to all privileges of ordinary membership of the Association but shall not be liable for payment of an annual subscription.

Membership Application means the prescribed application by the applicant to the Association used for the sole purpose of membership to the Association. A Membership Application must be in writing, which includes an application submitted through the Association's website.

Membership Fee means the fee payable for Services rendered by the Association based on any Agreement and the characteristics of the respective Member.

Online Application means a Membership Application submitted and paid for through the Association's website.

Ordinary Member means a natural person, firm, partnership, corporation and incorporated and unincorporated entities who are engaged in a business or undertaking in Australia which consists wholly or substantially with the provision of food and beverage service. An ordinary membership shall not include any other membership class.

Payment Date means the date R&CA receives payment of the Fees for Your Application, or the first Direct Debit payment if You pay by Direct Debit.

Recipient means the party receiving the Confidential Information.

Renewal Date means the day after the End Date of the current Term. This is the anniversary of the Payment Date.

Rules means the Rules of the Restaurant & Catering Industry Association of Australia Incorporated.

Services means any services provided by R&CA to the class of Membership being Ordinary Members, Life Members, and Associate Members. Services may be subject to change.

Service Recipient means the Member of R&CA receiving the Services.

Start Date means the date R&CA accepts Your Application, provided payment of the Fees has been received or a Direct Debit arrangement is in place. Your membership and access to the Services begin on the Start Date.

Tax Invoice has the same meaning as in the GST Law.

Term means the period of 12 months starting on the Payment Date, and each following period of 12 months on renewal.

You means the person or entity (including employees, directors, officers, representatives, and agents) entering into this Agreement with the Association.

2. Interpretation

In these terms and conditions, unless the context indicates otherwise:

a) words importing the singular include the plural and vice versa;

b) headings will be ignored in construing these terms and conditions;

c) references to persons include corporations, entities, and other bodies;

d) the meaning of words is not limited by use of "including", "for example", "such as" or similar expressions;

e) nothing in these terms and conditions is to be interpreted against a party solely because that party drafted these terms and conditions or any part of it;

f) where an expression is defined, any other grammatical form has a corresponding meaning;

g) references to legislation and regulations include all legislation and regulations amending, consolidating, or replacing such legislation and regulations;

h) references to "$" or "dollars" are references to Australian dollars; and

i) references to "and/or" will mean either "and" or "or" as the Service Recipient determines at its sole and absolute discretion.

3. Application, Renewal and Termination of Membership

a) You acknowledge that this is the Membership Agreement between the Association, being the Restaurant and Catering Industry Association of Australia Incorporated (ARBN 609 050 857) trading as Restaurant & Catering Australia ("R&CA"), and You;

b) You acknowledge that an Application for Ordinary Membership or Associate Membership of R&CA is subject to Fees;

c) You acknowledge that an Application for Ordinary Membership or Associate Membership of R&CA is subject to the acceptance of the Application by R&CA in accordance with the Rules;

d) You acknowledge that the entitlement to Services for Ordinary Membership or Associate Membership is only available from the Start Date, once R&CA has accepted Your Application and the payment of Fees has been received by R&CA;

e) You acknowledge that only upon the acceptance of the Application and once the payment of Fees has been received by R&CA, You will have voting rights as an Ordinary Member;

f) You agree that Your membership will be for the Term, and Fees paid are for the Term. Where a Direct Debit arrangement exists, it is for the sum of the Fees for the Term;

g) You agree that Your membership will be subject to renewal at the conclusion of the Term. The Fees payable may be subject to change, and You agree that the Fees at the time of renewal at the end of the Term will form the consideration for renewal. Where You applied through an Online Application, Your membership renews automatically in accordance with clause 3A; and

h) You acknowledge that by entering into this Agreement, You accept that this Agreement may only be terminated by giving four (4) weeks written notice prior to the Renewal Date, notwithstanding any provisions in any Rules.

3A. Online Applications, Payment and Automatic Renewal

a) Online Applications are paid by credit or debit card at the time of Application. R&CA does not charge a card surcharge.

b) Payment at the time of Application does not make You a Member. Your membership begins on the Start Date, once R&CA accepts Your Application in accordance with the Rules. Your first Term starts on the Payment Date, so it includes the period while R&CA assesses Your Application.

c) If R&CA does not accept Your Application, R&CA will notify You in writing and refund the Fees paid in full. You may appeal the decision in accordance with the Rules.

d) By submitting an Online Application, You authorise R&CA to securely store Your card details with its payment provider and to charge the Fees for each new Term on the Renewal Date, until You cancel in accordance with clause 3A(f).

e) R&CA will email You a renewal notice at least 60 days before the Renewal Date, setting out the Fees for the next Term, the date Your card will be charged and how to cancel.

f) You may cancel automatic renewal by emailing membership@rca.asn.au at least four (4) weeks before the Renewal Date, in line with clause 3(h). Cancellation takes effect at the end of the current Term.

g) If a renewal payment is unsuccessful, R&CA will notify You by email. R&CA may suspend Services until payment is received, and Your membership will lapse if payment is not received within 30 days of the Renewal Date.

h) You are responsible for keeping Your card details current. R&CA will provide a secure link to update them on request.

4. Membership Fees

a) Membership of R&CA as an Ordinary Member or an Associate Member will be subject to the payment of Fees;

b) A Life Member of R&CA shall not pay the Fees for membership;

c) Fees for Ordinary Membership and Associate Membership are for Services provided by R&CA;

d) Fees for Ordinary Membership and Associate Membership are subject to change, and may change during Your membership;

e) Fees for Ordinary Membership and Associate Membership are fixed for each Term and will not change during that Term;

f) At the end of the Term and upon renewal, the Fees at the time of renewal will apply for the further Term; and

g) R&CA will issue a Tax Invoice for all Fees paid. R&CA does not charge a surcharge for payment by card.

5. Member Benefits

a) R&CA provides a range of services and benefits for members;

b) Details of the services are available on our website www.rca.asn.au or may be provided upon request;

c) R&CA discloses that services to members may be subject to change, due to circumstances beyond R&CA's control;

d) R&CA reserves the right to reasonably vary, suspend or cancel any Services at any time;

e) R&CA makes no warranties or representation that any Services offered, including via third parties, at the time of joining or upon the renewal of membership will be provided to members for the duration of the membership; and

f) R&CA will use its best endeavours to notify the member as soon as it becomes aware that any services agreed upon between R&CA and the member will be discontinued. R&CA in its sole discretion will attempt to find alternative services of a similar nature to the services intended to be provided.

6. Associate Members

a) The class for Associate Members does not provide for any voting rights in the Rules; and

b) Services offered to an Associate Member are available on our website www.rca.asn.au or may be provided upon request and are subject to change.

7. Member Rights and Obligations

a) You agree and acknowledge that any information provided or made available to You by R&CA is for Your use only, and not for commercial resale or redistribution. You further agree not to provide any such information to any third party for the use or benefit of that third party, without express written permission from a duly authorised representative of R&CA;

b) You will not use or disclose any access to resources or information provided to You by R&CA for the use of a third party (including any of Your subsidiaries or related entities who are not members of R&CA);

c) Any breach of Your obligations under this Agreement will automatically entitle R&CA to suspend or cancel Your membership, including the provision of Services to You, until You have remedied the breach to R&CA's satisfaction;

d) Should any breach of this Agreement occur by the Member, R&CA will not be required to refund any Fees paid or due as part of any Term;

e) If You do not want to receive R&CA communications from sponsors and Associate Members, which will include but are not limited to newsletters from us via email, You may use the unsubscribe link in any email, notify us by email at membership@rca.asn.au or phone 1300 722 878; and

f) You are responsible for ensuring that correct details are provided to R&CA, and that any changes to Your business details are provided to R&CA in a timely manner, to assist R&CA in continuing to provide Services to You in accordance with this Agreement.

8. R&CA Obligations

a) R&CA will deliver the Services to members with due care and skill and in accordance with any applicable state or federal legislation; and

b) As part of the Services, R&CA will send periodical communications from sponsors and/or Associate Members to Members via email newsletter updates.

9. Confidentiality

a) In relation to Confidential Information, from the time You have access to the Confidential Information or upon commencement of this Agreement, whichever is earlier, You must:

(i) keep it strictly confidential;

(ii) not disclose it to any person other than to Your employees who have agreed in writing to keep the Confidential Information confidential;

(iii) not make any copy of the Confidential Information other than as strictly necessary;

(iv) ensure it is secure against any unauthorised use, copying and disclosure;

(v) immediately notify R&CA in writing if You become aware of any unauthorised copying, use or disclosure in any form, or if You are required by law to disclose it;

(vi) in the event of a potential breach of this provision, comply with all instructions and directions given by R&CA; and

(vii) on expiry or termination of this Agreement, immediately return to R&CA all Confidential Information, including any copies in Your possession or control.

b) This clause 9 survives the termination or expiry of this Agreement.

10. Intellectual Property Rights

a) You acknowledge and agree that:

(i) Intellectual Property rights belonging to R&CA and made available to You as part of the Services will remain the property of R&CA, and You will not acquire any rights in them; and

(ii) any permitted use of Intellectual Property rights made available to You by R&CA as a sublicence, as part of the Services, will be used by You in strict conformance with its permitted use, as notified to You by R&CA from time to time.

11. Limitation of Liability

a) In relation to the Services delivered by R&CA, to the extent permitted by law, R&CA will not be liable to You for any loss or damage of any kind, including but not limited to any consequential loss, loss of profits, loss of revenue, loss of opportunity, reputational or other indirect loss suffered arising from or in connection with:

(i) any non provision of Services due to suspension, cancellation, or variation of Services;

(ii) provision of Services by any third party; and

(iii) incorrect information provided to R&CA by You.

b) To the extent permitted by law, R&CA's liability to You, whether because of a breach of this Agreement, or on any other ground or basis whatsoever (including but not limited to liability because of negligence), will be limited to the amount of Fees paid or payable by You in the preceding twelve (12) months.

c) Nothing in this Agreement excludes, restricts or modifies any right or remedy You have under the Australian Consumer Law that cannot lawfully be excluded, restricted or modified.

12. Counterpart Arrangements

a) By becoming a member of R&CA, or upon renewal of membership based on this Agreement, it is accepted and acknowledged that membership with R&CA will qualify for membership of equal status with a counterpart organisation, where disclosure of this membership is contained in this Agreement;

b) R&CA discloses that there is a counterpart arrangement with Restaurant & Catering Australia Industrial Relations (R&CAIR);

c) R&CA discloses that membership of R&CAIR is subject to the rules of governance for R&CAIR, and membership of R&CAIR as established by the counterpart arrangement will cease upon termination of membership with R&CA; and

d) Upon termination of R&CA membership and therefore termination of membership of R&CAIR, any membership thereafter would be directly related to R&CAIR and the governance of R&CAIR.

13. Privacy

a) By signing or submitting this Agreement, You consent to R&CA collecting, using, disclosing, storing, and dealing with Your personal information in accordance with the Australian Privacy Principles and our Privacy Policy. Our Privacy Policy is available at www.rca.asn.au.

b) Card details for Online Applications are collected and stored by R&CA's payment provider. R&CA does not store Your full card number.

14. Governing Law

a) Any disputes relating to this Agreement will be governed by the law of the Australian Capital Territory. The parties agree to the non exclusive jurisdiction of the courts of the Australian Capital Territory.

15. Acceptance

a) You agree that by submitting an Application to R&CA, including an Online Application, and/or making payment, including but not limited to the entire sum, a card payment or a Direct Debit arrangement, You accept these terms and conditions.