

WAM Membership Terms and Conditions

1. Application for Membership

By signing up to a WAM membership on this site, you acknowledge you have read and understood and accept these terms.

Any person who supports the objects or purpose of WAM is eligible to apply to become a member of WAM as defined in these terms and conditions. By completing the registration form on this site, you acknowledge that an application is made in writing to the Board of WAM under clause 4.2 of the WAM Constitution and that all information provided is true and correct. Applications become for membership are considered active when the Board reviews and accepts the application, and the membership fee is paid in full.

The Board of WAM reserves the right to accept or reject applications subject to clause 4.3 of the WAM constitution.

2. Membership Classes and Subscriptions

Membership classes are defined in accordance with the WAM Constitution. WAM offers different levels of subscription under each class. Your choice of membership subscription will determine the fees that you pay and any restrictions that may apply under the WAM Constitution. Membership subscriptions within each class may change at the discretion of the WAM board.

Membership Class: Ordinary or financial members

All ordinary or financial members have the right to cast one (1) vote in board elections and when voting on matters at the Annual General Meeting or Special General Meetings in accordance with the WAM constitution. This membership class includes the following subscriptions:

- Individual/Artist (paid subscription)
- Business (paid subscription)
- Lifetime membership

Membership Class: Associate or non-financial members

Associate or non-financial members carry no voting rights in board elections or for matters at the Annual General Meeting. This membership class includes the following subscriptions:

- Free subscribers
- School age members (free subscribers)

3. Membership Fees

All ordinary or financial members as defined in section (2) agree to pay an annual fee in advance for its membership subscription. Membership fees may be subject to change.

Membership is non transferrable.

Members will not:

- Defame, harass or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Distribute or disseminate any inappropriate, defamatory, infringing, indecent or unlawful topics, names, materials or information; and
- Violate the WAM constitution. Any contravention may be subject to suspension or expulsion under clause 19 of the WAM constitution.

WAM provides its members with a range of membership services and benefits as part of its membership. The provision of membership services is at all times at the absolute discretion of WAM and is subject to change, variation or cancellation at any time.

4. Membership Renewals and Resignation

You authorise us to directly charge your nominated method of payment for your membership renewal payment. All automatic renewals are subject to review. All members will be given at least one (1) months' notice of the membership fee payable and the date by which the amount is due.

Membership fees are due annual as at the date on which you joined. Failure to pay your membership fee for more than three (3) months, means that you will cease to become a member and your membership benefit will be restricted to those of a non-financial or associate member.

A member can resign from membership at any time by giving written notice of the resignation to the Secretary or at WAM's registered office. The resignation takes effect when the notice is received or if a later time is stated in the notice, at that later time.

A person who has resigned from WAM membership is liable for any fees that are owed to WAM at the time of resignation.

5. GST

All fees are quoted inclusive of Goods and Services Tax unless otherwise stated.

6. Copyright

This site and its contents are subject to copyright. The site material copyright is owned by The West Australian Music Industry Association Inc, or in the case of some material, a third party.

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7. No Liability for Third Party Products and Services

Membership services may include access to third party products and services. The provision of third-party services and products may be included in your Annual Membership Fee or as a separate paid subscription service. By accessing and using third party products and services, you acknowledge that you have read and understood the terms and conditions of that third party and agree to be bound by them. To the fullest extent permitted by law, WAM excludes all liability for any direct, indirect, or consequential loss or damage suffered by any person accessing or using third party products and services.

8. Not Legal or Professional Advice

The contents of WAM's website, publications and news are provided as a general guide only and are not designed to be comprehensive or provide legal advice. Formal and specific legal and/or professional advice should be sought to address your individual circumstances.

9. Changes to Terms and Conditions

From time to time, WAM may change or update these Terms and Conditions. The updated Terms and Conditions will apply to all membership applications from the time of posting on our website and onwards.

10. Inconsistency

In the event of any inconsistency between these Terms and Conditions and the WAM Constitution, the Constitution prevails.

11. Governing Law

These Terms and Conditions are governed by the law of Western Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia.

