



*Updated October 2017*

## **Membership Application Terms and Conditions**

### **Membership Application**

I HEREBY make application for membership of the Holstein-Friesian Association of Australia Incorporated (Holstein Australia).

I AGREE to pay the membership fee at joining and annually at the beginning of each financial year according to the Associations credit policy and terms of trade including paying for monies owed for any products and services supplied by the Association.

I AGREE to keep complete and accurate records of the breeding of Holstein cattle in my possession, including consecutive dates of all services with positive identification of females bred and sires used, and of all dates of calving, with the sex and identification of each calf and I further acknowledge the right of the Association to have access, through the relevant herd recording organisations, to all milk production/herd recording data relating to the cattle in my possession.

I AGREE to be bound by the Rules of the Association and the Bylaws governing the registration and recording of Holstein cattle, the requirements for participation in the Type Classification Scheme and the Code of Ethical Sales Practice.

YOUR membership name will appear on all certificates of registration to identify the breeder/s and owner/s of each animal, who shall be the exclusive holders of the Herd Prefix allocated to the membership.

I/WE declare that this application represents the persons identified in the application and agree to notify the Association within 30 days of any change by the deletion or addition of a partner in the membership.

ALL Ordinary (breeder) members of the Association are required to register and use a herd prefix to identify the cattle which they breed. A prefix may not exceed 4 words and 30 letters. Any meaningful word may be used or you may create one from parts of names that relate to your family or farm. Your own name may be suitable if not too common. Short and uncommon names or words make the best prefixes.

### **Provision of Credit and Terms of Trade**

1. Holstein Australia will provide credit facilities for the provision of services to approved existing members and non-member customers. Most Ordinary (breeder) members are provided credit without limit however Holstein Australia may impose a credit limit in its discretion. When deciding to impose a credit limit, Holstein Australia will consider prior knowledge of the member, previous

trading history and credit worthiness. Final credit approval rests solely with the CEO.

2. To be eligible for credit applicants must submit an '*Application for Membership*' form and agree to be bound by Holstein Australia's rules and by-laws including the credit policy terms and conditions.

3. Should the '*Application for Membership*' form not be completed or the applicant fails to submit the form a maximum credit limit of \$300 will apply.

4. Credit limits will be based on the type of business, the anticipated level of credit required, credit reference checks, applicants' financial statements, any security offered or other information deemed necessary to be obtained from the applicant upon request.

5. If the application requires the inclusion of a Guarantor, a Deed of Guarantee and Indemnity should be submitted by the applicant and completed by both the applicant and the Guarantor.

6. All credit limits are subject to regular review by the CEO and may be changed from time to time, based on changing levels of credit worthiness.

#### *Non-member customers*

7. Customers who wish to access Holstein Australia's services while not participating in membership can apply for credit. An '*Application for Membership*' form may not be required however an '*Application for Credit - Industry*' form must be submitted.

8. For all non-member credit applications establishing a trading account and the provision of credit is at the sole discretion of the CEO.

#### *Credit Reports*

9. Holstein Australia might obtain reports from credit reporting agencies that can help assess the risk of payment default of applicants. Such a report should be obtained when the applicants' history is unknown and the risk of default is considered high.

10. A credit report must be obtained when the request for credit is from an individual, company, partnership or trust wishing to engage the services of Holstein Australia but does not seek membership.

11. Submission to Holstein Australia of an Application for Membership and/or an Application for Credit constitutes consent to Holstein Australia accessing credit reports.

#### *Members*

12. Trading terms for membership fees, products and services supplied by Holstein Australia to members are strictly 30 days from date of invoice for the minimum net amount owing including GST.

13. Payment methods can include cash, bank or personal cheque, postal order, EFT and BPay.

14. Interest will be charged on overdue accounts at the prevailing standard credit card rate and will commence at the beginning of the 60+ days overdue period and will be calculated daily until payment is received.

#### *Non-member customers*

15. Where a non-members credit application has been approved without exceptions standard credit policy terms of trade apply. Terms for non-member customers outside the credit policy are at the discretion of the CEO.

#### *Live cattle exporters*

16. Where a member or non-member conducts a live cattle export business the terms of trade are as follows:

- 1<sup>st</sup> shipment and no previous trading history– terms are strictly cash in advance
- Subsequent shipments – CEO approved credit terms only

#### *Exceptions*

17. Any exceptions to the terms of trade including extended credit terms or 'cash in advance' are at the discretion of the CEO and must be agreed to prior to opening an account (or extending credit where an account is already opened). Trading accounts with credit term exceptions are to be reviewed by the corporate accountant monthly and variations immediately advised to the CEO.

#### *Membership Fees*

18. Annual membership fees are recurring as at July 1 and payable on 30 day terms on receipt of a tax invoice

#### *Non payment*

19. In the event of non-payment of invoices, Holstein Australia reserves the right to recover monies owed to it by engaging a 3<sup>rd</sup> party collection agency to act on its behalf and may include enforcing reimbursement of all collection costs from the debtor.

#### *Late payment*

20. At its discretion Holstein Australia may take action to protect itself from bad debts. The severity of the action will depend on individual circumstances including the amount and the period of payment default. Actions include suspending membership, ceasing services, charging interest on the portion of the account overdue and taking other actions it considers appropriate including commencing legal proceedings.

#### *Acceptance*

21. Submission to Holstein Australia of an Application for Membership and the Application for Credit constitutes acceptance of Holstein Australia's Credit Policy.