

Bankwest Club – Term and Conditions

VenuesLive Management Services (WA) Pty Ltd operates Perth Stadium (the “**Stadium**”) and the Stadium Park as agent for and on behalf of the Western Australian Sports Centre Trust trading as VenuesWest (“**Operator**”). The Operator accepts applications for Club Seats at Bankwest Club (“**Club Membership**”) on these Terms and Conditions. By submitting an Application each Applicant agrees to be bound by these Terms and Conditions.

1. Applications, Offer and Acceptance

- (a) Applications will constitute an offer by the Applicant and will only be accepted in accordance with these Terms and Conditions if the Applicant:
 - i. completes and submits the Application Form; and
 - ii. pays the Deposit.
- (b) Club Membership is subject to availability and the Operator may accept or reject an Application at its sole discretion.
- (c) If the Deposit is paid by EFT it must be received in the Operator’s nominated bank account within 48 hours of the Applicant’s submission of the Application. Applications will be processed when received (in accordance with the first come first served basis), but will be treated as incomplete and the Club Seat allocation released if the Deposit is not received within the stipulated time frame.
- (d) The Operator will notify in writing via a Confirmation Letter:
 - i. Successful Applicants; and
 - ii. unsuccessful Applicants and refund the Deposit within 14 days after the Operator provides notice of the non-acceptance of the Application.
- (e) The receipt of a completed Application Form and the applicable Deposit does not constitute acceptance of an Application by the Operator.
- (f) Applications from any persons who have been banned from any venue, or who have been banned by any sporting club, will not be processed until the applicable ban has been lifted or expired.
- (g) Club Membership remains subject at all times to payment of the balance of the Annual Fee less the Deposit paid in the first year of the Term, and thereafter payment of the Annual Fee in each remaining year of the Term.
- (h) The Annual Fee for the year ended 31 December 2018 is \$6,000 (including GST). For each subsequent year the Annual Fee will be adjusted for CPI on the CPI Review Date, using the CPI published as at 30 September in the previous year.
- (i) Subject to clause 1(j), the Annual Fee less any Deposit paid for the year ended 31 December 2018 will be payable on or before 15 December 2017. In each subsequent year, the Annual Fee will be payable on or before 1 December.
- (j) Club Members will be able to elect to pay the Annual Fee by monthly instalments by written notification to the Operator prior to 15 December 2017, or (ii) in any subsequent year of the Term, by written notification to the Operator on or before 1 December of the preceding year. Should a Club Member elect to pay the Annual Fee by monthly instalments, the Club Member authorises the Operator to deduct twelve (ten for the year ended 31 December 2018 as the Deposit will be taken as the first two instalments) equal monthly instalment amounts plus a Processing Fee, on the first day of each month, during each year from the credit/debit card details provided by the Club Member. Should payment of a monthly instalment amount be declined from the Club Member’s credit/debit card, the Club Member will be notified and required to make the payment immediately. If the monthly instalment has not been paid within 5 days of notification, all Club Membership Benefits will be suspended until payment of the monthly instalment is received in full. Should a monthly instalment amount remain unpaid for more than 14 days, then the provisions of clause 11 shall apply. The Operator shall continue to deduct monthly instalments for each remaining year of the Term, until such time that the Club Member notifies the Operator that they wish to cease paying by monthly instalments.
- (k) Upon acceptance by the Operator of the Application in accordance with clause 1(d), the completed Application Form, the Confirmation Letter and these Terms and Conditions, constitute the Agreement between the Club Member and the Operator.
- (l) Further to clause 1(k), the Club Member acknowledges that they will be liable to pay the Annual Fee for each Club Seat held, in each year of the Term.

2. Club Membership Benefits

For each Club Seat held, a Member will receive the right to:

- (a) access one of the 1,385 Member Seats in the area shown on the Seating Plan;
- (b) attend and use one Club Seat for each of the Regular Events, at no additional charge. For Concerts, access to the Member Seats may be unavailable due to the position of the stage, and therefore the Member will be allocated an alternative reserved seat in the Stadium, except for the 2 March 2018 Ed Sheeran Concert where Club Members will be provided a ticket to the arena for each Club Seat held;
- (c) subject to paying the applicable ticket fee as determined by the AFL, attend and use one Club Seat for each AFL Finals Series Match;
- (d) attend and use one Club Seat for each Special Event, upon booking in advance in accordance with the relevant procedures and payment of the applicable ticket price. For Special Events, the Club Member may be allocated their regular Club Seat or may be allocated an alternative seat in the Stadium;
- (e) access to and use of the Club Hospitality during the Regular Events, AFL Finals Series Matches and Special Events (where access is secured by the Operator), however access to Club Hospitality for Concerts and Special Events may not be available where Club Members are allocated seats in a different location in the Stadium to the location of their Club Seats;
- (f) membership of each of the AFL Clubs, and the associated benefits received by the equivalent AFL Club members, which includes the right to purchase one ticket to any AFL Finals Series Match held at the Stadium for each Club Seat held in accordance with clause 2(c); and
- (g) membership benefits equivalent to those of a Perth Scorchers standard member.

3. Term

The Term commences on the 1 January 2018 and concludes on 31 December 2022. The Operator may offer you a renewal of the Club Membership in the final year of the Term, but is not obliged to do so. Any offer to renew your Club Membership may include changes to these Terms and Conditions, including the Club Membership Benefits, the Annual Fee and the location of Club Seats.

4. Authorised use of Club Membership, Club Member Associates and Transferability

- (a) Where a Club Member holds multiple Club Seats under the one Club Membership, the Club Member may nominate, by notice to the Operator in writing, one person per Club Seat who will be entitled to exercise the Club Member Benefits in relation to that Club Seat (**Club Member Associate**). Club Member Associates will be bound by the obligations set out in these Terms and Conditions, except for payment of the Annual Fee and Additional Costs in relation to each Club Seat, which remains the sole liability of the Club Member in accordance with clauses 1(i), 1(l) and 6.
- (b) A Club Member or Club Member Associate may allow an Authorised Person to use their Club Membership to attend an Event, but the Club Member remains responsible for the conduct of the Authorised Person at the Event and their compliance with these Terms and Conditions. An Authorised Person must not be a person who, at the time of the Event, is banned from attending any venue by any venue or sporting club.
- (c) A Club Member Associate or Authorised Person may be under the age of 18, however any Club Member Associate or Authorised Person under the age of 18 must be accompanied by an adult.
- (d) A Club Member may not transfer ownership of any Club Seats without the Operator's prior approval, which if approved will be subject to payment of the Transfer Fee and may be subject to conditions.

5. No Guarantee of Events

- (a) The Operator does not guarantee the number or type of Events to be held at the Stadium in any year of the Term, or that the number or type of Events will be the same as those held in previous years of the Term.
- (b) The Operator is not liable for the cancellation, postponement or abandonment of any of the Events and no Annual Fee refund or other compensation is payable by the Operator in those circumstances.
- (c) The Operator is not responsible if the Club Seats are not used for an Event and no Annual Fee refund or other compensation is payable by the Operator in those circumstances.
- (d) Excluded Events do not form part of the Club Membership.

6. Annual Fee and Additional Costs

- (a) The Annual Fee for each Club Seat must be paid in accordance with clause 1(i).
- (b) The Club Member must pay any costs incurred by us in replacing, repairing or making good any damage to the Stadium or the Stadium Park ("**Additional Costs**"), due to an act or omission of the Club Member, Club Member Associate or any Authorised Person, within 14 days of a tax invoice issued by us.
- (c) If a Club Member fails to pay the Annual Fee or Additional Costs (if any) in any year of the Term, the Operator may, at its discretion, cancel the Club Membership or refuse the Club Member access to and use of the Club Membership Benefits until the outstanding Annual Fee (including interest and late charges) or Additional Costs have been paid.

7. Damage or Loss

The Club Member bears the risk of loss or damage to any personal items brought into the Stadium or Stadium Park by the Club Member, Club Member Associate or an Authorised Person.

8. Compliance with Regulations and Directions

- (a) The Club Member must, and must ensure that any, Club Member Associate or Authorised Person must, at all times:
 - i. comply with the Regulations, including the Conditions of Entry and any specific regulations or conditions for an Event;
 - ii. comply with all directions from the Operator personnel and customer service staff, in particular directions in relation to the responsible service of alcohol; and
 - iii. observe and make themselves familiar with the security procedures and all emergency evacuation procedures of the Stadium and the Stadium Park.
- (b) The Operator may refuse any person admission to the Stadium, or direct any person to leave, the Stadium, including the Club Member, Club Member Associate or an Authorised Person, if the Operator believes the behaviour of any such person is inappropriate.
- (c) The Club Member must not, and must ensure that any Club Member Associate or Authorised Person does not, engage in any Ambush Marketing in its use of the Club Membership.
- (d) The Club Member must not sell or offer for sale any individual element of the Club Membership Benefits. This includes, without limitation, selling the use of the Club Membership Benefits for an Event, or selling of any of the Sporting Club Memberships provided under the Club Membership Benefits. The Club Member must not allow any person to use any of the Club Membership Benefits as part of any hospitality programme or package, offer any of the Club Membership Benefits for resale on the internet or via any other medium, or use or allow any of the Club Membership Benefits for any advertising, promotion, competition or other commercial purpose.

9. Privacy

- (a) The Operator generally collects information (including personal information) for the purposes of processing the Applications and payment of the Deposit and Annual Fee, as well as administering Perth Stadium products and services (including the Bankwest Club). Unless the Applicant requests otherwise, the Operator also provides information and offers related to being a Bankwest Club Member, including information of upcoming events at Perth Stadium. Please refer to the Operator's Privacy Policy (www.perthstadium.com.au) for further information.
- (b) In order for Club Members or Club Member Associates to use the Sporting Club Memberships, the Operator is required to disclose personal information of the Club Member or Club Member Associate to the AFL Clubs and Perth Scorchers.
- (c) The Operator may disclose the Applicant's information to hirers, promoters, sponsors and/or companies associated with the Operator, the Stadium or the Stadium Park, to provide the Applicant with offers and information, unless the Club Member opts out of receiving such additional information. In the event that a Club Member or Club Member Associate opts out of receiving such additional information from an AFL Club, the Club Member or Club Member Associate (as applicable) will not be entitled to purchase a ticket to attend and use the Club Seat for the relevant AFL Finals Series Match (to which the AFL Club has qualified) in accordance with clause 2(c).

10. Liability

- (a) The Club Member and any Club Member Associate or Authorised Person uses the Club Member Benefits at their sole risk.
- (b) Subject to any liability arising from the Operator's own negligent acts or omissions, the Operator is not liable to the Club Member, Club Member Associate or any Authorised Person in respect of any loss or damage the Club Member, Club Member Associate or any Authorised Person may incur from using the Club Membership, including any failure or omission on the part of a third-party, or other Club Members, Club Member Associates, Authorised Persons or any other patrons of the Stadium and you release the Operator from any such liability.
- (c) To the extent permitted by law, the Operator's liability (if any) under the Terms and Conditions is limited, to refunding the Annual Fee to the Club Member, in respect of which the infringement has occurred.
- (d) If at any time any term or condition forming part of the Terms and Conditions is or becomes illegal or unenforceable in any respect, it will not affect the legality or enforceability of any other term or condition in the Terms and Conditions.

11. Cancellation and Suspension of Club Membership

- (a) The Operator may cancel a Club Membership if:
 - i. the Annual Fee or Additional Costs (if any) remain unpaid;
 - ii. the Club Seats are used by any person who has been banned from any venue, or who has been banned by any sporting club;
 - iii. the Club Member, Club Member Associate or any Authorised Person does not comply with any of these Terms and Conditions, including any of the Regulations;

- iv. the Club Member, the Club Member Associate or any Authorised Person commits an offence at the Stadium (such as theft, public nuisance, drunk and disorderly conduct); or
 - v. the conduct of the Club Member, Club Member Associate or any Authorised Person has adversely affected the enjoyment of other attendees of the Stadium or any of the participants of the Events.
- (b) Cancellation of the Club Membership results in cancellation of all Club Membership Benefits, including the Sporting Club Memberships.
 - (c) Upon cancellation by the Operator, no part of the Annual Fee(s) will be refunded and no compensation is payable to the Club Member.
 - (d) Any unpaid balance of the Annual Fee (including interest and late charges) and Additional Costs (if any) remain payable by the Club Member, if the Club Membership is cancelled by the Operator and the Operator may take further action to recover such sums without further notice to the Club Member.
 - (e) Club Seats granted to a Member in a personal capacity will be cancelled on the death of the Club Member. In the event of cancellation for death any unpaid balance of the Annual Fees (if any) will be waived.
 - (f) Cancellation of the Club Membership is without prejudice to any right of the Operator to recover the Annual Fee(s) otherwise payable over the remainder of the Term of the Agreement.
 - (g) If the Club Membership is cancelled by the Operator, the outstanding balance of the Annual Fee(s) due over the Term will become immediately due and payable by the Club Member.
 - (h) This clause 11 survives termination or expiration of this Agreement.

12. General

- (a) These Terms and Conditions may be updated by us from time to time.
- (b) Any notices must be given in writing, and may include an email where an email address is provided.
- (c) We may assign or novate our rights and obligations under these Terms and Conditions to the State, or any other person (providing that the other person controls and/or manages the Stadium and is able to perform all of our obligations under this Agreement), without the consent of the Applicant.
- (d) To the extent that a Force Majeure Event prevents us from performing our obligations under this Agreement the performance of such obligations will be suspended for the period of the delay due to such a Force Majeure Event. We will not be liable to the Applicant for any delay or failure to perform its obligations if such failure or delay is due to a Force Majeure Event.
- (e) This Agreement is governed by the laws of Western Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of Western Australia and the courts thereof.

13. Definitions

Agreement has meaning given in clause 1(k).

AFL Clubs means the Fremantle Football Club and the West Coast Eagles Football Club.

AFL Premiership Season Matches means the home and away matches of the AFL Clubs, when played at the Stadium, but excluding any AFL Finals Series Matches.

AFL Finals Series Matches means matches played during the AFL final series involving the AFL Clubs, played at the Stadium.

Ambush Marketing means any marketing, promotion or advertising relating to the Stadium or the Stadium Park that has not been authorised by us, including any activity or circumstance where a party attempts to associate, market or display that party's name, logo, brand, products or services with the Stadium or the Stadium Park.

Annual Fee means the fee payable for each Club Seat for each year of the Term as set out in clause 1(h).

Applicant means a person or body corporate completing the Application Form.

Application means an offer for Club Membership made by an Applicant pursuant to these Terms and Conditions.

Application Form means the online application form accessed via the Perth Stadium website.

Authorised Person means a person authorised by a Club Member or the Club Member Associate to use the Club Seats for an Event.

BBL Matches means those matches of the T20 Big Bash League (BBL) designated by Cricket Australia as a "home match" for the Perth Scorchers, including any BBL match that forms part of the BBL finals series, when played at the Stadium.

Club Member or Member means an Applicant who is allocated a Club Seat or Club Seats by the Operator in accordance with this Agreement.

Club Member Associate has the meaning given in clause 4(b).

Club Membership Benefits means the rights and benefits set out in clause 2.

Club Seats means the seats located in the area as shown on the Seating Plan.

Club Hospitality means the hospitality facilities located at the Club Terrace on Level 3 of the Southern Stand of the Stadium.

Conditions of Entry mean the terms of entry to the Stadium, located at www.perthstadium.com.au and updated by the Operator from time to time.

Concert mean a musical performance held at the Stadium or Stadium Park.

Confirmation Letter means the written notification provided by the Operator in accordance with clause 1(d).

CPI means the Consumer Price Index for Perth; Capital City; all groups 6401.0 as compiled and published by the Australian Bureau of Statistics.

CPI Review Date means 1 January in each Year of the Term commencing from and including 2019.

Deposit means \$1,000 (including GST) per Club Seat.

Events mean the Regular Events and Special Events but do not include the Excluded Events.

Excluded Events means the Major Events, private events, and any event where the Operator is unable to provide access to, or the right to purchase a ticket to a Club Seat for Club Members.

Major Events means (a) a major international sporting event, such as the Olympic Games, Commonwealth Games, FIFA World Cup, the ICC Cricket World Cup and T20 World Cup, the IRB Rugby World Cup, Rugby League World Cup or the World Athletics Championships, and all the respective equivalent disability sports, or any similar event which is introduced by any international sport governing body; (b) a major civic event that utilises the seating bowl or pitch which is, in the State's opinion (acting reasonably), of significant importance from an international, national or state perspective; or (c) any other event which is designated or identified as, or covered by the definition of, a major or similar event, under any applicable law relating to major events (or similar).

One Day International Match means a cricket match of one day's scheduled duration played between two international teams under the sole control of Cricket Australia, when played at the Stadium.

Other Sporting Events means rugby league, rugby union, football or other sports, played at the Stadium where the Operator has secured access for Club Members to their Club Seats without additional charge.

Processing Fee means a fee of \$10 payable by Members who elect to pay by monthly instalments in accordance with clause 1(j).

Regular Events means regular sporting events (including AFL Premiership Season Matches, Test Matches, One Day International Matches, T20 International Matches and BBL Matches), Other Sporting Events and Concerts held at the Stadium, but does not include Special Events or Excluded Events.

Regulations mean any regulations, guidelines, terms and conditions, policies and procedures as developed and updated by or on behalf of the Operator from time to time, including those relating to codes of conduct, dress codes, health and safety matters, quality, security and environment matters, and access to the Stadium and the Stadium Park.

Seating Plan means the seating plan of the Bankwest Club on Level 3 South of the Stadium, as shown in the plan accompanying these Terms and Conditions.

Special Events means motor-sport entertainment shows, mixed martial arts events, boxing and Major Events held at the Stadium, where the Operator using reasonable endeavours has secured for Club Members the right to purchase a ticket to the Event in a Club Seat, or elsewhere in the Stadium, but does not include Regular Events or Excluded Events.

Sporting Club Memberships means the membership rights referred to in clause 2(f) and (g).

Stadium means the stadium currently known as Perth Stadium, or such other name as advised by us from time to time, and located at 333 Victoria Park Drive, Burswood WA 6100.

Stadium Park means the parkland precinct surrounding the Stadium.

Successful Applicants means an Applicant whose Application has been accepted by the Operator in accordance with clause 1(d)(i).

T20 International Match means a cricket match involving twenty scheduled overs per team played between two international teams under the sole control of Cricket Australia, when played at the Stadium.

Test Match means a cricket match of five days scheduled duration played between two international teams under the sole control of Cricket Australia, when played at the Stadium.

Term means the period described in clause 3.

Terms and Conditions means the terms and conditions set out herein.

Transfer Fee means a fee of \$250, as increased by the Operator from time to time.