



DENNIS LILLEE CLUB

WACA Dennis Lillee Club Hospitality Terms & Conditions

1. GRANT OF LICENSE

The WACA grants the Member/Company access to the Bradman Room (Area) for the relevant match day, subject to payment of the Fee and subject to the Member/Company observing and performing the terms, covenants and conditions contained in this Agreement.

2. PAYMENT TERMS

- 2.1 The Member/Company must pay the Fee by EFT, cheque or credit card (MasterCard, Visa, American Express) made payable to the WACA by the designated time. Credit card fees will be on charged at 1.5% for MasterCard & Visa and 4.5% for American Express.
- 2.2 No tickets will be issued until full payment of the Fee is received by the WACA.
- 2.3 In the event of the issued tickets being lost by the Member/Company, these will be replaced by the WACA and subject to an administration fee of \$30 per time.

3. USE OF THE AREA

- 3.1 The WACA is entitled, without incurring any liability whatsoever, to remove the Member/Company or any of its guests from the Event and the WACA Ground for any conduct which the WACA considers in its absolute discretion to be unsatisfactory.
- 3.2 The Member/Company must pay the WACA's normal charges for beverages supplied to the area and consumed by the Member/Company.
- 3.3 Under no circumstances may food or beverages other than those provided by WACA caterers, Delaware North Companies Australia, be consumed within the premises.
- 3.4 The tickets are issued on the conditions that; they are not resold or offered for resale at a premium to the fee paid to the WACA; they are not used for advertising, promotions, competitions or other commercial purpose without the WACA's prior written authorisation. Any breach of these conditions will entitle the WACA to cancel the tickets.

4. NO LIABILITY

- 4.1 The WACA shall not be liable for any loss, injury or damage to property or persons whatsoever (whether caused by negligence or otherwise) including, but not limited to, illness, death or injury suffered by the Member/Company or by any third party arising from use of the area or the provision of the Member/Company Benefits.
- 4.2 The Member/Company acknowledges and agrees that it is responsible for the provision of its own security arrangements during the relevant match day.

5. DRESS STANDARDS

Men - Smart casual, long trousers and shirt with a collar as minimum, jeans and denim are not acceptable. Enclosed shoes, smart sandals or fashionable leather slip-ons.

Women - Smart casual dress, skirt or trousers, modest blouse or top, jeans and denim are not acceptable. Enclosed shoes, smart sandals or leather footwear.

6. INDEMNITY

The Member/Company shall indemnify the WACA and keep the WACA indemnified from and against all actions, claims, demands, notices, losses, damages, costs and expenses of any kind which the WACA becomes liable for in respect of any loss or damage to property of any nature or the death or injury of any person however or wherever sustained that results from any reckless act, negligence or default on the part of the Member/

Company or any reckless act or negligence of the Member/Company's representatives or guests.

7. TERMINATION

- 7.1 This Agreement may be terminated by the WACA immediately, without notice, in the event that the Member/Company fails to pay the Fee in accordance with the terms of this Agreement and the Member/Company shall then be deemed to forfeit any right to the Member/Company Benefits.
- 7.2 In addition to and without prejudice to any of the WACA's other rights or remedies under this Agreement or at law or in equity, the WACA may terminate this Agreement immediately, without notice, in the event that the Member/Company fails to pay any part of the Fee in accordance with the terms of this Agreement and the Member/Company shall then be deemed to forfeit any right to the Member/Company Benefits.
- 7.3 If the Member/Company terminates this Agreement it shall not be entitled to a refund of any part of the Fee under any circumstances.
- 7.4 In the event that this Agreement is terminated pursuant to the provisions of this clause, the WACA shall be at liberty to re-allocate the tickets to the Dennis Lillee Club and to grant the Member/Company Benefits to another party on such terms and conditions as the WACA in its absolute discretion considers appropriate.
- 7.5 Termination by the WACA pursuant to this clause shall not release the Member/Company from liability in respect of any act, omission, negligence or default which has occurred at or prior to termination.

8. STAMP DUTY

The Company shall pay all stamp duty (if any) assessed in relation to this Agreement.

9. GOODS AND SERVICES TAX

The parties agree and acknowledge that the Fee payable under this Agreement has been calculated on a GST inclusive basis.

10. SAFEGUARD YOUR VALUABLE PRIVILEGES

Your Dennis Lillee Club privileges are structured in a manner to enable them to be transferred to others of your choosing on the occasions when you are unable to attend certain match days. We encourage you to take advantage of that flexibility. However that flexibility is not to be confused with the privileges accorded to those of you who also hold a personal WACA Membership where the Member card that is issued to the designated Member has no transportability and can only be used by the designated WACA Member. **Specifically this Member card cannot be lent to or used by any other person on match days.** The WACA have procedures in place to ensure that those by laws are not breached and has mechanisms to penalise identified breaches that include exclusion from the ground on the day in question and beyond that, the potential loss of all Membership privileges. These by laws are in place to ensure that the Members enclosure and its facilities are there for the use of the Members and a Members legitimate guest. (ie. the bearer of a valid guest pass) It is only fair and proper that WACA Members who have paid their annual subscriptions for match day privileges and amenities, deserve in as much as is possible, for them not to be overcrowded and not used by ineligible persons. Your awareness of the above and your cooperation in adhering to it is appreciated.