



## **TERMS AND CONDITIONS – 2022/2023 MEMBERSHIP**

The completed Membership application form (**Form**) and these terms (including any incorporated terms) form a valid, binding and enforceable legal agreement (**Agreement**) between the person named on the Form (**you**) and the Western United Football Club Limited ABN 876 312 862 38 (**Club**).

By applying for Membership of the Club you agree to be bound by and comply with the Agreement and all applicable laws and regulations.

### **1. PURCHASE OF MEMBERSHIP**

#### **1.1 Acceptance of applications**

After your application for Membership is processed, the Club will send you an acceptance letter to your nominated email address confirming your Membership and the Membership benefits available to you.

#### **1.2 Fulfilment package**

As a Member, you will receive a welcome letter delivered to your address. Your Membership fulfilment items will be available for collection at nominated Western United Home matches. Membership fulfilment packages may be posted to Members unable to collect their packages. You may need to cover the postage charges incurred by the Club if your fulfilment package contains additional Club merchandise.

#### **1.3 Refusal of application**

The Club reserves the right not to accept any Club Membership application form in its absolute discretion. It will exercise this discretion in good faith and in accordance with the objects of the Club.

#### **1.4 Renewal**

1.4.1 The Club may automatically renew your Membership for the 2023/2024 season if you have opted-in for automatic renewal during the membership application process for the 2022/2023 season or at any time after that.

1.4.2 If you have opted-in for automatic renewal, in June 2023 you will be notified by email that your Membership will be automatically renewed for the 2023/2024 season. At this time, you will be given the opportunity to cancel your Membership by a prescribed deadline. That deadline will be not less than two weeks after we issue the automatic renewal notification to you.

1.4.3 If you do not cancel your Membership by the prescribed deadline, then your Membership will automatically renew, and we will charge your account with the membership fee for the new season. UNLESS YOU NOTIFY US BY THE PRESCRIBED DEADLINE SET FORTH IN OUR NOTIFICATION TO YOU OF THE IMPENDING RENEWAL THAT YOU WISH TO CANCEL ANY AUTOMATICALLY RENEWING MEMBERSHIP, YOU UNDERSTAND YOUR MEMBERSHIP WILL AUTOMATICALLY RENEW AND YOUR ACCOUNT WILL BE CHARGED WITH THE NEW MEMBERSHIP FEE.



1.4.4 At any time during a season you may contact the Club and explicitly remove yourself from automatic renewal. If you choose to opt-out during a season, your Membership will expire at the end of the season in which you're subscribed.

1.4.5 Upon renewal of your Membership you will be taken to have agreed to the Membership Terms that apply for that Membership Year.

## **2. TERM OF MEMBERSHIP**

Subject to the Terms and Conditions, your Club Membership will entitle you to the benefits of the relevant Club Membership from receipt by the Club of your Club Membership payment to 30 June 2023.

## **3. MEMBERSHIP CATEGORIES**

### **3.1 Club Membership Categories and Entitlements**

#### **3.1.1 Ticketed Membership categories**

Platinum

Premium

General

Active

All the above membership categories include tickets for the 13 Home Matches (as defined in clause 10.3) for 2022/2023 A-League Men season. A full description of the features and entitlements of above categories can be found on the Western United Website at the membership home page.

#### **3.1.2 Flexi Membership categories**

Premium 7

General 7

Premium 3

General 3

Ballarat 3

Tasmania 3

Flexi packages can be used at Home Matches (defined in clause 10.3) for the 2022/2023 A-League Men season where attendance is permitted. The number of Home Matches you can attend depends on your package as indicated by the suffix in the name of the package ("7" means 7 Home Matches, "3" means 3 Home Matches). These tickets will admit one (1) person, per match.

Additional fees and charges may apply to Flexi Memberships. Members' access to matches is not guaranteed. Access is subject to capacity and the Club recommends that members reserve a seat in



order to guarantee entry, particularly at high demand matches. Ticket agencies may charge a booking fee which is to be covered by the member.

A full description of the features and entitlements of the above categories can be found on the Western United Website at the membership home page.

### **3.1.3 Non Ticketed Membership categories**

Club Supporter

Baby Membership

Interstate Member

A-League Women Membership

A full description of the features and entitlements of the above categories can be found on the Western United Website at the membership home page.

### **3.1.4 TICKET CONDITIONS**

In respect of all Tickets you receive as part of your Membership, you must comply with, and must ensure that each subsequent holder of any of your Tickets complies with:

- (a) this Agreement;
- (b) the ticketing conditions as set out on the back of the Tickets; and
- (c) the rules and regulations of the venue at which a Match is played, including terms of entry and rules about restricted prohibited items.

## **3.2 Concessional Membership Classifications**

### **3.2.1 Family**

A family membership comprises of 2 adults and either 1, 2, 3 or 4 juniors (aged 4 – 14 years) depending on the package you have purchased. A junior must be 14 years as of 1/1/2023 for the 2022/23 membership year. Additional children under 15 years of age will be required to purchase an individual junior membership.

### **3.2.2 Junior**

4 to 14 years (age tested as of 1/1/2023 for the 2022/2023 membership year) (children 3 years and under are free unless they are occupying a seat).

### **3.2.3 Student**

Full time tertiary and secondary school students (valid ID required).

### **3.2.4 Pensioner**

Pension card, healthcare card or proof from Centrelink or the Department of Veteran Affairs.

## **4. RESERVED SEATING**



#### **4.1 Reserved seat areas**

In the reserved seating areas, all seat members will have access to a seat in that area but not one chosen by them and the seat they have may change from Match to Match. This is at the discretion of Western United and venue ticketing requirements.

### **5. ACTIVE BAYS**

#### **5.1 Active Support Seating**

In accordance with FFA's Active Support Policy and Club Code of Conduct, you must hold an Active Supporter Membership to access the bay reserved for Active Support Members on match days. However, at its sole discretion, the Club may permit General Members to enter the Active Bays.

### **6. TRANSFER OF MEMBERSHIP**

#### **6.1 Transfer of Membership**

So long as you are not doing so for financial gain, you may transfer your membership card (or individual Match tickets) to a family member or friend. You can only do this if the other person is at the equivalent level of entry. This means that if you have a concessional membership under clause 3.2 you cannot transfer your card or tickets to people who are not within the applicable concessional categories. For example, a Student or Junior Membership card cannot be used for an adult to gain entry to a Match.

### **7. MEMBERSHIP ON-SELLING**

#### **7.1 Prohibition on resale**

Club Memberships or individual match tickets may not, without prior written consent of the Western United, be on-sold (including via online auction sites) either by the original purchaser or any subsequent bearer.

#### **7.2 Prohibition on advertising**

Western United Memberships or individual match tickets may not, without prior written consent of the Western United, be used for commercial purposes (including advertising, promotion, competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or subsequent bearer.

#### **7.3 Cancellation of ticket**

The Western United bear the right to cancel without refund, any ticket which is deemed to be in breach of conditions 7.1 or 7.2. The bearer of the ticket may subsequently be refused admission. Further penalties will apply (including cancellation of any offending member's Western United Membership without a refund).

### **8. PAYMENT**

#### **8.1 Payment options**



Payment of your Club Membership fee may be made either as an upfront payment in full or via direct debit on a payment plan in accordance with this clause 8.

## **8.2 Full Payment**

Your full Club Membership fee can be paid via any one of the following methods: VISA, MasterCard, cash or EFTPOS.

## **8.3 Payment Plan**

Your Club Membership fee payments via payment plan are managed as follows:

**8.3.1** By agreeing to pay your membership via the Western United FC Payment Plan, you authorise Western United FC, or associated third parties, to debit from your nominated Credit Card or Debit Account as set out in the membership application process. Additional fees (including credit card fees) may apply.

**8.3.2** Fees associated with the instalment plan until 30 June 2022 will be a 3.09% administration fee to each instalment. There will also be a \$5.00 set-up fee that must be paid directly to DebitSuccess upon selecting the instalment option.

From 1 July 2022, the administration fee per each instalment will be 3.79% and the account set-up fee will be \$12.00.

Members should be aware that additional fees apply for cancellations and missed payments.

**8.3.3** Instalments will be withdrawn monthly. Payments will be the total amount of the membership (including additional fees as in point 8.3.2) divided by the remaining months. For example, if you sign up in November you will pay a deposit and then the remainder of your payment/s will be the total divided over 4 months. A deposit payment will be taken on purchase of your membership.

**8.3.4** It is your responsibility to ensure that enough funds are available in your nominated account for payments to be processed. Any fees levied to you by your financial institution for a dishonoured payment will be payable by you. Any fees incurred by Western United FC for a dishonoured payment will be added to the next instalment.

**8.3.5** Western United FC reserves the right to suspend or cancel your membership if on two consecutive occasions your payment cannot be processed due to insufficient funds in your nominated account. We will notify you in writing if we suspend or cancel your payment plan arrangement.

**8.3.6** If your membership is suspended, your membership barcode will be blocked, and your membership entitlements will be suspended until such a time that the overdue payments have been received.

**8.3.7** If you believe that a payment has been withdrawn incorrectly, please contact Western United on 1300 46 86 48 33. You will receive a full refund of the withdrawn amount if we cannot substantiate the reason for the withdrawing.



**8.2.8** You must advise us in writing if you close your nominated account and supply us with a substitute account for your payments to continue.

## **9. GST AND LEVIES**

Except where expressly noted, all prices include GST and any applicable venue levy.

## **10. REFUND POLICY**

### **10.1 General policy**

Subject to this clause 10 and a member's Consumer Law Rights references in clause 12.1 or otherwise at law, Club Membership payments are non-refundable.

### **10.2 "Change of mind" refunds**

Subject to clause 11.3, if a member wishes to cancel their Club Membership due to a "change of mind", any refunds of Club Membership payments are at the sole discretion of the Club. Requests for refunds must be made in writing to the Club's Membership Manager. Should a refund be granted by the Club, an administration fee in the amount of \$50.00 will be payable by the member.

### **10.3 Home Matches**

A "Home Match" means a match played at any venue that is taken to be a home venue for the purposes of the A-League Men. This home venue may be located in any Australian State or Territory or in New Zealand. The venue of a Home Match may be changed at any time. You acknowledge and agree that the change of a venue of a Home Match will not entitle you to a refund.

## **11. COVID-19 CANCELLATION POLICY AND REFUNDS**

Considering COVID-19 and subsequent government restrictions relating to mass gatherings and crowds, the below terms relate specifically to membership cancellations or refunds for the 2022/2023 A-League Men season. These terms should be read together with clause 12.3.

11.1 The 2022/2023 Full Season membership prices presented on the Western United membership website (as at 1 June 2022) are based on eleven regular season Home Matches.

11.2 In the event that the 2022/2023 A-League Men season is either cancelled in full or all games are played without crowds, all ticketed members will be downgraded to a Supporter Membership with the remaining balance to be refunded to the member.

11.3 In the event that full crowd attendance (or partial crowd attendance due to social distancing, with a ticketed member having the opportunity to be in that partial crowd) is possible for less than 13 Western United Home Matches for the 2022/2023 A-League Men season, ticketed members (or ticketed members who don't have the opportunity to be part of a partial crowd) will be entitled to a partial refund on a pro-rata rate, after the cost of a Supporter Membership is deducted from the amount that you paid us. For example, if you pay \$250 for a ticketed membership including 13 Home Games and you are entitled to a pro-rata refund for 7 games, the refund you will receive will be calculated like this: the amount paid by you (say \$250) minus the cost of a supporter package (say \$50), will be divided by 13 and then multiplied by 7 = \$107.70.



11.4 In the event that the start of the 2022/2023 A-League Men season is delayed, the Western United regular refund policy will apply in accordance with clause 10.

11.5 In the event that attendance at games for Western United members is not prevented by the restrictions mentioned in clauses 11.2 and 11.3, the Western United regular refund policy will apply in accordance with clause 10.

11.6 Western United Members entitled to a refund calculated in accordance with clause 11.2 or clause 11.3 will be provided with the option of obtaining all or part of that refund or alternatively obtaining a membership credit, merchandise credit, or donating all or part of that refund to the Club.

11.7 In the event that government-imposed crowd regulations require that Western United to make amendments to their seating category configuration, Western United reserves the right to refund any memberships which cannot be fulfilled as per the original terms. The Western United reserve the right to make any amendments to their current seating category configuration and pricing, as a consequence of government-imposed crowd regulations.

## **12. LIMITATION OF LIABILITY, FORCE MAJEURE**

12.1 Nothing in this clause 12 affects your rights under the Competition and Consumer Act 2010 (Cth) (CCA) or similar legislation under which the Club's liability may not be excluded, restricted or modified by private agreement (Consumer Law Rights). Without limiting your Consumer Law Rights, nothing in this Agreement (including in this clause 12) is intended to have the effect of excluding restricting or modifying:

- (a) the applications of all or any of the provisions of Part 5-4 of Schedule 2 of the CCA (the ACL) dealing with remedies for breach of consumer guarantees;
- (b) the exercise of a right conferred by such a provision; or
- (c) any liability we have in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.

12.2 If the Club is liable to you for any:

- (a) breach by the Club of any express term of this Agreement;
- (b) breach by the Club of any term implied into this Agreement under the general law; or
- (c) any tort committed by the Club (including negligence by not including fraud), the Club's liability to you is limited (at the Club's election) to the Club repaying any amounts paid by you under this Agreement or supplying or resupplying any Tickets to which you are entitled in accordance with the terms of this Agreement. This clause 12.2 does not apply to the extent that our own wilful or negligent acts or omissions cause your loss or damage.

12.3 The Club, reserves the right to reasonably vary your membership benefits (including benefits as already varied in clause 11) if existing membership benefits cannot be provided due to a Force Majeure Event, including if this impact of COVID-19 result in limited seating availability due to social distancing requirements, prohibitions on member attendance at games or adjustments to the length



of the season or location of games. The Club will use reasonable endeavours to advise members of any material changes to the membership benefits as soon as practicable.

### 13. GENERAL

13.1 The Club may choose not to enforce a term of this Agreement in some cases in its absolute discretion without affecting its rights to enforce that term in other cases, including by replacing tickets (except forged tickets) if you can demonstrate proof of purchase and identity acceptable to the Club.

13.2 All dates, times, participating teams and venues of Matches are as specified at <https://keepup.com.au/> from time to time and may change without notice to you.

13.3 This Agreement:

13.3.1 is governed by the law applicable in the state of Victoria and each party submits to the jurisdiction of the courts of that state; and

13.3.2 is the entire agreement between Club and you in respect of its subject matter (subject to clause 12.1) and supersedes any prior agreement, representation or promotional material.

### 14. DEFINITIONS

In this Agreement:

**A-League Men** means the national club men's competition to be staged by the APL known as the A-League Men (or a name otherwise notified by APL).

**APL** means Australian Professional Leagues, which is the governing body of the A-Leagues.

**Force Majeure Event** means, in respect to a party, any event or circumstance or combination of events or circumstances which is beyond the reasonable control of that party, including an act of God, fire, lightning, explosion, flood, subsidence, insurrection, epidemic, pandemic, or civil disorder or military operations.

**Mailing Address** means the mailing address as nominated by you on your Form or as varied by written notification to the Club.

**Match** means a match in the A-League Men in which the Club's team participates in at the date, time and venue and against the opposing team as specified on <https://keepup.com.au/> from time to time, but excludes the Finals Series and any other match, competition or tournament staged or sanctioned by FA.

**Tickets** mean any ticket allocation to Matches that form part of the Membership benefit.