



## CORPORATE BOX TERMS AND CONDITIONS

### 1. Definitions

1.1. In these terms and conditions

**Member** – means a financial member of The W.A. Sporting Car Club Inc

**Corporate Box** – Means a garage with attached first floor viewing balcony on the main straight

### 2. General

2.1. Subject to these terms and conditions The W.A. Sporting Car Club Inc grants the member and their guests access to the Corporate box in accordance with these terms and conditions.

2.2. All corporate boxes are issued subject to these terms and conditions, which together with the application and the invoice form a binding contract.

2.3. These terms and conditions incorporate:

- a) The W.A. Sporting Car Club Inc Constitution
- b) Any terms and conditions contained in or published on tickets for an event not held by the club

2.4. The W.A. Sporting Car Club Inc reserves the right to amend these terms and conditions from time to time

### 3. Payment

3.1. The total price of the Corporate Box must be paid by the member within 30 days of receipt of an invoice

3.2. If payment can not be made in accordance with clause 3.1, WASSC may discuss with the member bespoke payment schedules based on individual member circumstances.

3.3. Payment for the Corporate Box or any part payment thereof shall be non-refundable.

### 4. Use of the Corporate Box

4.1. Capacity

The Member shall comply with the occupancy numbers permitted by law of the Corporate Box being 12 persons with a limit of 12 persons on the spectator balcony at any time.

4.2. Food and Beverages

Outside food and beverages are not permitted in the corporate box unless prior consent is given by The W.A. Sporting Car Club Inc in writing. Consent shall not be unreasonably withheld by the club.

4.3. Advertising Material

Display of advertising material on the Corporate box without the prior consent of The W.A. Sporting Car Club Inc in writing is forbidden. Consent shall not be unreasonably withheld by the Club. The Member shall be responsible for:

- a) Ensuring that the erection of any advertising material has the prior approval of any relevant authorities; and
- b) The removal of signs at the expiration of the contract entered by agreeing to these terms and conditions and the making good of any damage caused by such removal.

4.4. Insurance

The W.A. Sporting Car Club Inc accepts no responsibility to any contents whatsoever and suggests the Member source their own contents and or worker's compensation insurance if applicable.

4.5. Not to Alter or Damage the Corporate Box

Not to make or allow being made any addition or alteration to the Corporate Box except in accordance with express approval from The W.A. Sporting Car Club Inc.

4.6. Not to damage dismantle or destroy the Corporate Box.

This refers to the structure of the building, plumbing arrangements, ventilation, and electrical configuration. The W.A. Sporting Car Club Inc reserves the right to make good any unauthorised alterations and charge the cost of such work to the member.

4.7. Electrical Appliances

To comply with our Risk Management commitments, it is essential that all electrical appliances including fridges, kettles, etc must have a current Australian Standards tag.

4.8. Access by the Club

The W.A. Sporting Car Club Inc reserves the right to enter any allocated Corporate Box for reasons of (but not limited to) audit, security, safety, or general maintenance. Access will be constrained by all respect, care, and security for the member's property within the Corporate Box.

4.9. No Liability

The W.A. Sporting Car Club Inc shall not be liable for, and the Member shall indemnify and hold harmless the Club against any actions, proceedings, claims or demands made by any person arising out of the use of the Corporate Box.

**5. Corporate Box Conduct**

5.1. The Member shall always be responsible for the conduct of its Guests.

5.2. Guest under the age of 18 must be supervised at all times whilst attending the corporate Box.

5.3. The Member acknowledges that, pursuant to any Applicable Law, WASCC may (or may procure that third parties):

- a) require all Guests to vacate the premises within a certain time after completion of the event on a specific date;
- b) remove intoxicated and/or disruptive persons (including the Customer's Guests) from the Hospitality Facility and the Venue (including persons causing the Customer to breach these Terms and Conditions

**6. Special Conditions**

6.1. Race Vehicles may be stored in the Corporate Box but cannot be operated from the Corporate Box during any event

6.2. All Storage of parts and/or tools within the Corporate Box must comply with the WASCC Garage terms and conditions

**7. Term**

7.1. Corporate boxes will be invoiced annually, and agreements will expire on the 30<sup>th</sup> of November.

7.2. Securing tenure for the following year is conditional on clause 3 otherwise the club will reserve the right to terminate the members tenure as per clause 7.3.

**8. Termination**

8.1. Notwithstanding anything else herein contained any Corporate Box agreement shall be terminated without any compensation being payable by the WA Sporting Car Club to the Member upon the termination of the Venue Lease however so occurring.

8.2. The WA Sporting Car Club reserves the right to terminate any Corporate Box agreement immediately, without refund, if the member breaches any of these terms and conditions.

8.3. The WA Sporting Car Club reserves the right to re-assign a Corporate Box to the next person on the Corporate Box waiting list, should the conditions laid down in clause 3 of these terms and conditions not be met.

8.4. If The W.A. Sporting Car Club Inc decides to redevelop or relocate the Corporate Box during an agreement it will without any compensation being payable by the Club to the member then enter the members name onto the top of the waiting list and the member will have first right of refusal to the redeveloped or relocated Corporate Box for the term of this original licence agreement at the total discretion of the Club.