



## CORPORATE SUITE TERMS AND CONDITIONS

### 1. Definitions

1.1. In these terms and conditions

**Member** – means a financial member of the WA Sporting Car

**Corporate Suite** - means a first floor room with adjoining toilet and balcony structure situated above McCrackan House

### 2. General

2.1. Subject to these terms and conditions the WA Sporting Car Club Inc. grants the member and their guests access to the Corporate suite in accordance with these terms and conditions.

2.2. All corporate suites 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 WA 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 WA 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 Suite 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 Suite or any part payment thereof shall be non-refundable.

### 4. Use of the Corporate Suite

4.1. Capacity

The Member shall comply with the occupancy numbers permitted by law of the Corporate Suite being 25 persons.

4.2. Food and Beverages

Outside food and beverages are not permitted in the corporate suite unless prior consent is given by the WA Sporting Car Club in writing. Consent shall not be unreasonably withheld by the club.

4.3. Advertising Material

Display of advertising material on the Corporate Suite without the prior consent of the WA Sporting Car Club 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 WA Sporting Car Club 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 Suite

Not to make or allow being made any addition or alteration to the Corporate Suite except in accordance with express approval from the WA Sporting Car Club.

#### 4.6. Not to damage dismantle or destroy the Corporate Suite.

This refers to the structure of the building, plumbing arrangements, ventilation, and electrical configuration. The WA Sporting Car Club 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 WA Sporting Car Club reserves the right to enter any allocated Corporate Suite 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 Suite.

#### 4.9. No Liability

The WA Sporting Car Club 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 Suite.

### 5. Corporate Suite 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 suite.

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. Term

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

6.2. 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.

### 7. Termination

7.1. Notwithstanding anything else herein contained any Corporate Suite 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.

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

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

7.4. If the WA Sporting Car Club decides to redevelop or relocate the Corporate Suite 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 Suite for the term of this original licence agreement at the total discretion of the Club.