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# MEMBERSHIP TERMS AND CONDITIONS

## INTRODUCTION

In these Terms, references to “we”, “us” and/or “our” are references West Coast Fever Netball Club Limited ACN 617 497 702 (“West Coast Fever”).

The word “you” refers to you individually. The completed Membership Application (“Membership Application”), Netball Australia Privacy Policy, available at <http://netball.com.au/about-netball-australia/governance/privacy-statement/> (“Privacy Policy”) these Terms and Conditions together form a legally binding contract (“Agreement”) between the person named on the Membership Application (“Member”) and West Coast Fever.

The Member acknowledges and agrees that their Membership with the West Coast Fever is subject to the terms of the Agreement and entitle the Member to the rights and benefits described in these Terms and Conditions only. If a Member does not agree to the terms of the Agreement, they must not submit a completed Membership Application to the West Coast Fever. In addition to the terms of the Agreement, each Member must comply with any rules and regulations imposed by the venue on Members from time to time.

## 1. DEFINITION

In these Terms & Conditions:

“Home Match” means any of the matches designated as a West Coast Fever home match during the Suncorp Super Netball home and away season, and excludes any Finals Matches.

“Finals Match” means any match designated as a West Coast Fever home finals match played at a venue.

“League” means the Suncorp Super Netball Competition conducted by Netball Australia Limited, ABN 66 003 142 818.

“Matches” means Home Matches and Finals Matches (as appropriate).

“Membership Fee” means the fee payable by a Member to the West Coast Fever on the terms set of the Agreement.

“West Coast Fever Membership” and/or “Membership” means Centre Circle Membership, Emerald Membership, Green Zone Membership, Middle Tier Membership, Country Membership, Fever Supporter Membership, together with any other category of Membership of the West Coast Fever (as deemed appropriate from time to time by the West Coast Fever).

“Renewal Date” means the date we notify members of the availability of renewal memberships to be purchased for the next season.

“Next Season Renewal Period” is the 28-day period after the Renewal Date during which members can determine whether they wish to opt out of the Annual Renewal Payment Plan, unless they have already opted out”.

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“West Coast Fever Application” means the Member’s submission to purchase a Membership offer.

“West Coast Fever Membership Offer” means the West Coast Fever Membership packages at [www.westcoastfever.com.au](http://www.westcoastfever.com.au) or <http://westcoastfever.ticketek.com.au/>

“Venue” means RAC Arena, HBF Stadium and any other stadium where a West Coast Fever Home Match is played.

## 2. MEMBERSHIP APPLICATION AND PURCHASE

### 2.1 Membership Applications

Membership Applications may be submitted through any of the following means:

- a. Online at [www.westcoastfever.com.au](http://www.westcoastfever.com.au)
- b. Calling 1300 540 233
- c. Stipulated West Coast Fever events with Membership staff present.

### 2.2 Confirmation and Acceptance

Once you submit your Membership Application and Membership Fee, West Coast Fever shall consider your Membership Application. If your Membership Application is accepted or you purchase your membership online, West Coast Fever will send you an email confirming your Membership. Members are required to provide a valid email address in their Membership Application in order to receive confirmation (or otherwise) of the acceptance of their Membership Application and other notices or communications we send you.

### 2.3 Membership Card

Where applicable, West Coast Fever will determine the annual Membership categories. A West Coast Fever Membership card shall be issued to the following Membership categories;

- a. Centre Circle;
- b. Emerald;
- c. Green Zone;
- d. Middle Tier;
- e. Country;
- f. Fever Supporter.

Members who purchase a membership after the commencement of the Suncorp Super Netball Season may receive a digital ticket for Venue entry, rather than a printed membership card. West Coast Fever will advise via the membership website when membership cards are no longer available.

Only Emerald, Green Zone and Middle Tier members will receive membership cards which provide access to venues for Home Matches, excluding Finals. Centre Circle Members and Country Members may receive separate tickets for entry into venues, instead of a membership card. Fever Supporters receive a membership card; however, this does not include access to Home Matches.

West Coast Fever may introduce a digital membership card in the future to replace a printed membership card.

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## 2.4 Refund

Once a completed Membership Application is sent to the West Coast Fever the application is considered final and refunds and exchanges are only permitted as expressed in the "Refund Policy" of these Terms & Conditions.

## 2.5 Incomplete forms

The West Coast Fever shall not process a Membership Application that is incomplete and shall not provide a refund if a Membership Application is incomplete.

## 2.6 Right to refuse

West Coast Fever reserves the right to refuse Membership to any person at its absolute discretion.

# 3. MEMBERSHIP FEES

## 3.1 Annual Membership

Where applicable, West Coast Fever will set the annual Membership fee each year and give members notice of the change before or at the start of the Next Season Renewal Period.

## 3.2 Season

Membership shall only apply for the relevant season for which Membership fees have been paid.

## 3.3 Payment

When a Member subscribes to West Coast Fever, unless otherwise agreed, all memberships are to be paid in full or by selecting the Monthly Payment Plan. Terms and conditions apply to the Monthly Payment Plan. Please refer to clause 14 of this agreement. All dishonoured cheques will result in the affected Member incurring a dishonour fee charge from the financial institution.

## 3.4 Full Payment Fees and charges

**3.4.1** All Membership prices are GST inclusive.

**3.4.2** All fees are deducted by a third-party ticketing agency, Ticketek (the agency). The agency sets all additional fees and charges as listed in clause 3.4.3 below, these fees and charges can be amended by the agency or West Coast Fever at any time without notice.

**3.4.3** Additional fees and charges are as follows:

Fees	Amount
Postage & Handling Fee	\$4.00 per transaction
Service & Handling Fee	\$3.95 per transaction

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**3.4.4** Full Payment charges relating to West Coast Fever Memberships will appear on Members' credit card statements as 'West Coast Fever Membership'.

**3.4.5** For the avoidance of doubt, all monies outstanding for any activities conducted by West Coast Fever from time to time, in respect of which the Member participates (or has agreed to participate, whether as part of their Membership or otherwise) may be automatically deducted from the account/credit card details supplied by each Member to West Coast Fever on their Membership Application, if not paid and without further notice required to the Member.

### **3.5 Payment failure**

If any amount payable by a Member to the West Coast Fever (whether in respect of their Membership or otherwise) is not paid on the due date, access to all West Coast Fever functions, Home Matches and other events will be blocked at the discretion of West Coast Fever.

## **4. FURTHER CONDITIONS**

### **3.1 Annual Membership**

Conditions of holding a West Coast Fever Memberships are as follows:

1. West Coast Fever reserves the right to change all or any of the Membership details enclosed in the West Coast Fever Membership offer from time to time, prior to payment of your Membership Fee. If any item included in a Membership cannot be provided at any time by the West Coast Fever, then the West Coast Fever reserves the right to substitute an item of equal value into the Membership without prior notice and/or liability to the Member.
2. The number of games played at the West Coast Fever home ground is governed by Netball Australia.
3. West Coast Fever reserves the right to offer additional Membership categories, on such Terms and Conditions as it sees fit. The West Coast Fever have the ability to introduce new promotions and offers to Members. Any member who has purchased prior to these offers will not be able to request a refund.
4. West Coast Fever Memberships expires following the completion of the Grand Final for the relevant Suncorp Super Netball season, unless cancelled or surrendered earlier under these Terms & Conditions. West Coast Fever reserves the right to cancel a Membership without refund if the Member breaches the Agreement or any rules & regulations imposed by the venues on Members.
5. Pursuant to clause 12 of these Terms and Conditions, a Membership is not inclusive of Finals Matches.
6. Tickets to West Coast Fever Matches may not, without the prior written consent of the West Coast Fever, be resold at a premium nor used for advertising, promotion or other commercial purposes (including competitor or trade promotions) or to enhance the demand for other goods or services. If a ticket is sold or used in breach of this condition, then the ticket may be cancelled and the bearer of the ticket may be denied admission.

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## 5. MEMBERSHIP CATEGORIES

### 5.1 Concession

Concession Membership fees apply to holders of a current Pensioner Concession Card, Veteran Affairs, WA Seniors Card, Companion Card, or a student holding a current full-time Student Card. Concession rates do not apply to those unemployed and on West Coast Fever family membership packages.

You must notify West Coast Fever of your concession type and relevant card number on submitting a Membership Application. Concession identification must also be available for presentation when requested upon entry to the venue at matches.

### 5.2 Junior

Junior Members with a game day admittance included must be 16 years or under when attending a West Coast Fever home game and provide proof of age when requested. West Coast Fever does not provide, nor is it responsible for, supervision of Junior Members.

### 5.3 Family Membership

Family Membership includes 2 adults and 2 juniors (16 years or under).

### 5.4 Fever Supporter Membership

Fever Supporter Membership does not gain entry to Home and Away season matches.

### 5.5 Centre Circle Membership

Centre Circle membership includes premium corporate seating for all seven (7) Suncorp Super Netball home games, (excluding finals) and access to the Green Room VIP function. Please refer to Section 11 "Pre-Match and Post-Match Functions" for further information.

### 5.6 Emerald Membership

Emerald membership includes reserved seating for all seven (7) Suncorp Super Netball home games, excluding finals.

### 5.7 Green Zone Membership

Green Zone membership includes reserved seating for all seven (7) Suncorp Super Netball home games, excluding finals.

### 5.8 Middle Tier Membership

Middle Tier membership includes reserved seating for all seven (7) Suncorp Super Netball home games, excluding finals in upper tier seating.

### 5.9 Country Membership

Country Membership includes access to watch one (1) Home Match at RAC Arena in the Green Zone seating category, subject to seating availability. Should capacity not be able for the nominated game, West Coast Fever may substitute seating into a different category, or alternative game. Country members must nominate their preferred game when purchasing their membership.

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### 5.10 Additional Categories

West Coast Fever may add new categories of membership at any stage and without notice.

### 5.11 Removal of Membership Categories

Each season West Coast Fever performs a membership review and some categories may be removed for the upcoming season. Renewing members will be informed of any categories which are no longer available and provided with an opportunity to purchase a new membership category.

### 5.12 Carer Membership

If a Member has special needs, and holds a state issued Companion card, the Member is eligible to receive a second Membership of the same category at no charge for use by a carer when attending with the paying Member. The Companion card must be presented at the time of purchase and upon request at the venue to ensure validity.

## 6. MEMBERSHIP CARDS

### 6.1 Issue of Membership Cards

Membership cards shall be provided to all Members. A Member's Membership card is issued for identification and seat allocation purposes.

### 6.2 Use of Membership cards

Membership cards contain Member details, seating allocation and entry barcode. Membership cards are to be used as tickets for the West Coast Fever Home Match (excluding Fever Supporter Members, or other non-ticketed categories). On entry to the venue Membership card's will be scanned and (supporting concession identification, where applicable) must be presented upon request.

### 6.3 Property of West Coast Fever

The Membership card remains the property of West Coast Fever. Membership cards may not be sold, exploited for commercial use, or used for promotion purposes or campaigns without the permission of West Coast Fever.

### 6.4 Lost or stolen Membership cards

**6.4.1** A member must immediately report a lost or stolen card to the West Coast Fever.

**6.4.2** Lost or stolen Membership cards will be cancelled upon notifying West Coast Fever.

**6.4.3** A new Membership card will be issued to the Member upon payment of the replacement fee of \$15.00 and payable to West Coast Fever at time of request.

**6.4.4** A new Membership card will be issued prior to the next home match where possible, alternatively digital tickets or printed tickets will be issued and to be collected at the ticket office at the venue.

### 6.5 Misuse of Membership cards

The misuse of a Membership card(s), shall result in the Members' rights being suspended and/or the Membership may be cancelled at the discretion of West Coast Fever.

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## 6.6 Faulty Membership cards

Should a Member advise the West Coast Fever of a faulty Membership Card; West Coast Fever shall issue a replacement Membership card free of charge.

## 6.7 Invitee use/temporary transfer of Membership

**6.7.1** Where a Member is unable to attend a home match, the Member may transfer their Membership card to another person (“Invitee”), provided that the Membership being transferred is at an equivalent level to the Invitee. To avoid doubt, concession or junior holders who transfer their Membership(s) to an adult will be refused entry and their ticket confiscated at the gate.

**6.7.2** The Member acknowledges that their Membership may be cancelled or terminated due to a breach of this agreement or misconduct by the Invitee.

## 7. VENUE

### 7.1 Match Venue

All dates, times, participating teams and venues of matches will be specified on the official Suncorp Super Netball website, <https://supernetball.com.au> and may change from time to time without notice to Members.

### 7.2 Right to impose additional rules

The organisation in control of each venue used for a West Coast Fever Match has the right to impose on Members additional rules and regulations and other operational decisions as may be directed by those organisations from time to time in its discretion (and such rules and regulations may differ between Membership categories of the West Coast Fever).

### 7.3 Compliance

Members must comply with the rules and regulations imposed by the organisation in control of the venues, where Home matches are played. If any of these Terms and Conditions or rules and regulations are breached, West Coast Fever and the venue reserves the right to refuse entry or to remove Members from the venues. Terms of entry for respective venues are available below;

[RAC Arena Conditions of Entry](#)

[HBF Stadium Conditions of Entry](#)

### 7.4 No liability

West Coast Fever shall not be liable to Members for any matters arising as a result of the implementation of any such rules and regulations and Members must not do anything to cause West Coast Fever to breach any obligations of West Coast Fever to any venue or the league.

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## 8. USE OF MEMBER INFORMATION AND CHANGES TO MEMBER INFORMATION

### 8.1 Member Communications

Members who are entitled to receive weekly communication from West Coast Fever during the Suncorp Super Netball home and away season are required to provide a valid email address in the Membership Application. All communication made by West Coast Fever to a Member will be carried out in accordance with the Netball Australia Privacy Policy available at <http://netball.com.au/about-netball-australia/governance/privacy-statement/>

### 8.2 Change of information

Members must notify West Coast Fever, in writing, as soon as possible of any change in circumstance including but not limited to the issuing or withdrawing of concession status; Member contact details; or other details that could affect the Membership held with the West Coast Fever. Members can update their contact information online by logging into their member account at <http://westcoastfever.ticketek.com.au/memberhome> or calling 1300 540 233.

## 9. NO ADDITIONAL RIGHTS

### 9.1 Entitlements

West Coast Fever Membership does not entitle the member to any other right except as expressly set out in the Agreement and the West Coast Fever Membership offer.

### 9.3 Surrender

A member may surrender Membership at any time by notice in writing to West Coast Fever (although any surrender of Membership does not entitle a Member to a refund of some or their entire Membership fee).

## 10. SEATING

### 10.1 Renewing Member Seating Allocation (Current Season)

Members must renew their membership with the corresponding membership type ending before (on the last day of the date notified to members via the Renewal Date) to retain same seating. Members who do not renew on or before this date will be allocated a member's seat on a "best available seat basis" at the time of purchase.

Changes to membership seating and categories may apply each season. Should a member's seat be impacted by changes upon renewal, the member will be renewed into the next best seat(s) available.

### 10.2 Membership seating

West Coast Fever shall allocate a member's seat on a "best available seat basis" available at the time of the Member's request.

### 10.3 Reserved seating requests

If a Member would like to request a particular location for their reserved seat(s), or a Member would like to request a change to their existing seat(s), they are required to note their request in the Seating Preference section of their application/renewal. West Coast Fever will allocate new seating and change requests in date order of receipt after expiry of the closing date notified to members as part of the Renewal Date.

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#### 10.4 Seating request unavailability

Membership Applications are not subject to confirmation of seating requests. West Coast Fever shall make all efforts to accommodate seating requests made at the time of receipt of the Membership Application, however in the event a seating request is unable to be allocated to the Member then West Coast Fever shall not provide a refund.

#### 10.5 Group seating requests

**10.5.1** For group seating, Membership applications should be purchased in one transaction at the time of booking, to ensure the group seating allocation is together.

When booking seats, Members may request that a group of fellow Members be seated together. Names of fellow or new members must be identified at the time of booking.

If Membership Applications are not submitted together, West Coast Fever cannot guarantee Members will be seated together in accordance with any requests.

#### 10.6 Restricted Viewing

Whilst the West Coast Fever have taken due care to notify Members of areas of restricted viewing, additional seats may be slightly restricted by match day signage or other operational requirements as directed by the venue or the League.

#### 10.7 Seating at alternative venue's

In the event that a Home Match is played at an alternative venue, due to the different seating configuration available, the same seat allocations will not be available.

### 11. PRE-MATCH AND POST-MATCH FUNCTIONS

#### 11.1 Centre Circle Membership

Centre Circle Members receive access to the pre-game Green Room function on game days (excluding finals).

**11.2** Additional Pre & Post Match Functions may be offered to members and available to purchase at an additional cost to the member.

**11.2.1** Additional post-match functions will be at the discretion of West Coast Fever and will be communicated to the eligible Members. Additional costs will be promoted at the time of purchase and must be paid in full prior to attending any function.

**11.2.2** Pre-match and post-match functions will be fully licensed events unless otherwise communicated to Members. Minors are permitted entry to pre and post-match functions when accompanied by an adult. Minors must be supervised by an adult at all times at pre and post-match functions. West Coast Fever does not provide, nor is it responsible for, supervision of minors and liability is not incurred by West Coast Fever under any circumstances.

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**11.2.3** Access to pre and post-home match functions is limited to stadium function room capacities. Once the designated room at the relevant venue is full, West Coast Fever may refuse entry to any other Member, regardless of whether their entitlements include the ability to access such pre and post home match functions.

## 12. SUNCORP SUPER NETBALL FINALS MATCHES

### 12.1 Ticketing

**12.1.1** Finals Matches are administered by Netball Australia. In the event West Coast Fever qualify for the Suncorp Super Netball Finals Series, West Coast Fever Members will be granted priority access to purchase ticket(s) to Finals Matches prior to tickets going on sale to the general public. Members shall be advised when tickets will be available for purchase.

**12.1.2** West Coast Fever cannot guarantee that a Member will have access to their same reserved Home Match seat(s). Members may request the same Home Match seat(s) with the ticketing agency at the time of purchasing their Finals Match ticket(s) however seat requests are subject to availability.

**12.1.3** The priority order of Member ticket purchases for Finals Matches is as follows:

1. Centre Circle and Emerald Members
2. Green Zone, General Admission, Middle Tier Members
3. Country and Fever Supporter Members

**12.1.4** Final ticket access must be purchased during the designated booking period and process as determined by Netball Australia.

## 13. MEMBER MERCHANDISE

Scarfs (Adult and Concession members), hats (junior members) and keyrings, offered as part of membership packs for Centre Circle, Emerald, Green Zone and Middle Tier Memberships will be available to collect from West Coast Fever match days via redemption, and selected events (where communicated to members). These items will not be posted to members.

If any item merchandise included in a Membership package cannot be provided at any time by the West Coast Fever, (eg: due to the item being sold out or out of stock), then the West Coast Fever reserves the right to substitute an item of equal value without prior notice.

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## 14. MEMBERSHIP PAYMENT

### 14.1 Annual Renewal Payment Plan (Auto-Renewal)

By agreeing to pay your membership via the West Coast Fever Annual Renewal Payment Plan, you authorise West Coast Fever, or associated third parties, to debit from your nominated Credit Card or Debit Account as set out in your membership application. Additional fees (including credit card fees) may apply.

**14.1.1** The Annual Renewal Payment Plan enables you to automatically renew your membership from year to year. The West Coast Fever Annual Renewal Payment Plan is open to all members who elect to pay for their season membership online or by credit or debit card.

**14.1.2** If you pay your membership fees by credit or debit card online, unless you elect to opt out of the Annual Renewal Payment Plan in accordance with directions issued by West Coast Fever from time to time, you authorise West Coast Fever to automatically renew your membership each season into the same seat and package and to deduct the applicable membership fees from the credit or debit card used to purchase your previous membership.

**14.1.3** You acknowledge that membership fees may increase from season to season. West Coast Fever will provide reasonable prior notice of any changes to membership fees.

**14.1.4** Participation in the Annual Renewal Payment Plan is only available if the same category of membership is available for the member to renew for the following season. If a category of membership is removed by West Coast Fever, the member will be required to purchase a new membership category and will be notified via email that they have the option to purchase a new category of membership.

**14.1.4** If you participate in the Annual Renewal Payment Plan, West Coast Fever will contact you before processing any renewal. That contact may be by e-mail at or before the start of the Next Season Renewal Period. West Coast Fever may send additional notices during the Next Season Renewal Period. You will have until the end of the Next Season Renewal Period to advise West Coast Fever of any changes or upgrades you wish to make to your membership package, or to notify West Coast Fever (by opting out under clause 14.1.7) if you do not wish to roll over your membership into the next season. Strict timeframes apply. If you do not notify West Coast Fever that you do not wish to roll over your membership during this period, you will be taken to have agreed to your membership being rolled over.

**14.1.5** By joining the Annual Renewal Payment Plan, you authorise West Coast Fever to arrange a transfer of funds from your nominated credit or debit card or debit card in the amount applicable to your membership type and at the intervals which applied in relation to the preceding season.

**14.1.6** If you wish to change your nominated credit or debit card from which payments are deducted at any time, or e-mail address, you will need to log into your member account and change these details online at; <http://westcoastfever.ticketek.com.au/memberhome> or contact the Membership Team on 1300 540 233

**14.1.7** You can also opt-out of the Auto-renewal 'Annual Renewal Payment Plan' at any time before the end of the relevant Next Season Renewal Period by logging into your membership account and changing your reference in the 'Manage Renewals' Tab at: <http://westcoastfever.ticketek.com.au/memberhome>

**14.1.8** West Coast Fever or associated third parties will debit your account within five business days following the end of the relevant Next Season Renewal Period nominated payment date. If that debit is dishonoured by your financial institution any associated dishonoured fees incurred by West Coast Fever, or associated third parties will be passed on to the Member.

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**14.1.9** You must ensure that the account details you have provided are correct and you notify West Coast Fever immediately should any of the details change prior to the expiration of the Next Season Renewal Period. You must ensure that you have sufficient clear funds in your nominated credit/debit card on the scheduled instalment date.

**14.1.10** Any junior member who no longer meets age restrictions will automatically be upgraded to a concession member. This information will be outlined in the renewal roll-over communication. This also applies to junior's members in family memberships.

**14.1.11** Before the Annual Renewal Payment Plan begins, members must provide West Coast Fever with their full address details, an email address and mobile or home 1300 540 233 number. You must ensure all contact details are up-to-date and notify West Coast Fever of any changes.

**14.1.12** Any person who holds a concession membership (including as a result of an upgrade), must provide proof of concession. Your concession card must be valid for the whole season. New concession details are to be provided on your application and again when the card expires. Failure to do so may result in application automatically being processed as an adult membership or refusal of entry at the gates.

**14.1.13** If your debit is returned or dishonoured by your financial institution, West Coast Fever will contact you to request immediate payment. Any fees levied to you by your financial institution will be payable by you.

**14.1.14** If your membership is suspended or cancelled due to non-payment of dues, your membership barcode will be blocked and you will not be able to gain access to any games.

**14.1.15** Members with outstanding debt will be unable to renew their membership until all outstanding money owed is paid in full.

**14.1.16** West Coast Fever accepts no liability for any matter arising from your use of the Annual Renewal Payment Plan.

**14.1.17** If you believe that a withdrawal has been initiated incorrectly, please contact the Membership Team on 1300 540 233.

**14.1.18** Members who participate in the Annual Renewal Payment Plan and pay their membership via a Monthly Payment Plan will automatically renew into a Monthly Payment Plan for the following season. Should a member wish to change their payment preference, they will need to opt-out of the Annual Renewal Payment Plan and manually purchase their membership for the relevant season.

## **14.2 Monthly Payment Plan Instalment and Fees**

**14.2.1** Members who purchase their Memberships through a part payment plan must finalise their membership payment prior to the close off date of 31<sup>st</sup> March, before the commencement of the upcoming Suncorp Super Netball Season.

**14.2.2** West Coast Fever shall engage in a third-party service provider, Debit Success to collect all part payment fees.

**14.2.3** The \$5.00 administration fee will be debited on the day that the Membership is processed; every subsequent payment will be deducted on the **22nd of the month**. Should the 22nd of any month fall on a weekend or public holiday, the instalment will be deducted on the next business day.

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#### 14.2.4

Part Payment Plans incur additional fees and charges these are as follows:

Fees	Amount
Administration Fee	A one-off fee of \$5 will be applied to each order used in part payment transactions. This \$5 fee will be charged when the membership is processed.
Direct Debits	3%
Credit Cards (Visa, MasterCard, Amex and Diners)	3%
Reversal Fee (in the event of an unsuccessful payment attempt)	\$10.00

**14.2.5** In addition to the Membership Fees, Members on a part payment plan agree to pay the additional fees and charges listed in clause 14.2.4

**14.1.2** Instalment payments shall incur a direct debit or credit card transaction fee. Instalment frequency will be as per information provided by Debit Success to the member.

**14.3** In the event that a Membership payment is not processed for any reason, West Coast Fever and or Debit Success shall inform the Member, the member may be liable to pay the Reversal Fee if the failure to process payment is due to an unsuccessful payment attempt which arises as a result of an act or omission of the Member.

## 15. REFUND POLICY

### 15.1 Refund Request

Any person seeking a refund must do so in writing, addressed to the West Coast Fever General Manager – Brand, Communications and Events. Refunds will not be issued due to change of mind and will be at the sole discretion of the General Manager and only granted in exceptional circumstances. Should any refund request be approved, the Member will need to return their Membership pack and Membership card to West Coast Fever (at their cost) before a refund can be processed. All items returned must also be in a good state of repair (or the cost of repair or replacement may be deducted from the amount of the agreed refund).

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### 15.2 Use of Membership

A request for Membership refund shall not be considered by West Coast Fever if the relevant Member has utilised their Membership for entry to any Home Match (or any other event or function included in their Membership) prior to making any refund request.

### 15.3 Cancellations

West Coast Fever is not liable to Members for any loss or damage Members suffer as a result of the Suncorp Super Netball Competition or any match being cancelled, postponed or changed and the Member acknowledges that any such change or postponement will be at the sole direction of the league or the venue.

## 16. BEHAVIOURAL STANDARDS – CODE OF CONDUCT POLICY

All Members must at all times comply with the Venue Terms and Conditions of Entry and the behavioural standards and code of conduct of West Coast Fever (“Spectator Code of Conduct”). All Members must refrain from using offensive language or making racist remarks.

West Coast Fever reserves the right to refuse entry to any person (including Members) for any breach of the applicable Spectator Code of Conduct and Members who breach the Spectator Code of Conduct may face Membership penalties, including cancellation without refund as more particularly described in the relevant Spectator Code of Conduct. The West Coast Fever reserves all its rights to remove any person, including Members or Member guests, from the venue on Match Day for any breach of the applicable Spectator Code of Conduct.

[Click here to view the Spectator Code of Conduct](#)

## 17. TERMINATION

### 17.1 Breach

Membership may be terminated by West Coast Fever for failure to comply with the terms of the Agreement. A Membership may also be cancelled due to the misconduct of a Member or their invitee in accordance clause 18 below.

## 18. LIABILITY AND INDEMNITY

### 18.1 Responsibility for damage

A Member is responsible for any damage which the Member, their guests or any Invitee may cause at any match, function or event of West Coast Fever if such damage is caused by the Member’s (or their guest or Invitee’s) wilful act or negligence.

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### 18.2 Limitation of liability

The maximum aggregate liability West Coast Fever for all proven losses, damages and claims arising out of this agreement including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to an aggregate of all claims of the total amount payable under a Member's annual Membership.

Where West Coast Fever' liability cannot be excluded under any law, West Coast Fever' liability will be limited to, at its discretion, either re-supplying the Membership to you or paying you the cost of re-supplying the Membership to you. Notwithstanding any other clause, West Coast Fever is not liable to you or to any other person for any losses or damages of any kind caused by or resulting from any wrongful, wilful or negligent act or omission by any person or any direct or indirect lost profit or revenue, exemplary damages, deletion or corruption of electronically or digitally stored information, or without limiting the foregoing, any indirect or consequential loss or damage howsoever described or claimed. Each Member unconditionally releases West Coast Fever (and its employees, officers and agents) from any loss or claim which a Member might otherwise have against West Coast Fever or its employees, officers or agents for any:

- a. injury or loss suffered by any person, regardless of the cause;
- b. damage or theft to or loss of the Member's property, regardless of the cause; or
- c. damage or theft to, or loss of, any property, regardless of the cause

for any reason relating to use of a Membership or attendance at any match, event or function run by West Coast Fever.

### 18.3 Indemnity

You agree to indemnify West Coast Fever and its employees, officers and agents in respect of all losses, claims and damages that may be brought against West Coast Fever or its employees, officers or agents as a direct or indirect result of use of the Member's Membership or attendance at any match, event or function.

## 19 WARRANTIES

**19.1** West Coast Fever makes no representations or warranties of any kind, express or implied as to the operation of their Memberships. Each Member expressly agrees that their use of West Coast Fever Membership is entirely at their own risk. However, nothing in this Agreement excludes, restricts or modifies any condition, warranty, right or remedy conferred on a party by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified by Agreement.

**19.2** To the fullest extent permitted by law, West Coast Fever disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose or warranties concerning accuracy, currency or completeness. West Coast Fever will not be liable for any damages of any kind arising from the use of a Member's Membership or attendance at any match, event or functions run by the West Coast Fever.

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## 20. PRIVACY NOTIFICATION

West Coast Fever respects the privacy of the individuals on whom West Coast Fever collects, uses, discloses and holds personal information. West Coast Fever complies with the Netball Australia Privacy Policy in accordance with the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**).

This Privacy Policy is available to view at <http://netball.com.au/privacy>

West Coast Fever uses the personal information it collects on the Membership Application for the limited purpose of processing and administering your Membership and providing you with information, materials and promotions relating to West Coast Fever, its sponsors and Netball Australia, and will be applied in accordance with these Terms & Conditions.

By agreeing to become a Member of West Coast Fever, you agree that your personal information pertaining to your Membership may be disclosed to Netball Australia. Subject to the preceding paragraph, you may be contacted by Netball Australia and West Coast Fever sponsors during the life of your Membership in connection with their special offers and other information about their services and products. If you do not wish to receive any such information please tick the relevant box on the Membership Application or member account at <http://westcoastfever.ticketek.com.au/memberhome>

In some circumstances, you may be entitled to gain access to the information West Coast Fever holds about you. If you wish to do so, please contact West Coast Fever in writing at the address below:

General Manager – Brand, Communications and Events  
West Coast Fever Pty Ltd  
PO Box 930, Subiaco WA 6904  
1300 540 233: 08 9380 3700

## 21. GENERAL

**21.1** Unless otherwise specified in these Terms and Conditions, West Coast Fever Membership does not provide access to additional events or activities for West Coast Fever, Netball WA and its associated entities. West Coast Fever membership does not include access to the West Australian Netball League (WANL) competition.

**21.2** If there is any inconsistency between information in West Coast Fever Membership offer or the Membership Application and these Terms & Conditions, then these Terms & Conditions will prevail to the extent of that inconsistency.

**21.3** Failure by West Coast Fever to enforce any of its rights under this Agreement at any time for any period will not be construed as a waiver of those rights.

**21.4** Membership under this Agreement does not of itself make the Member a member under the constitution of West Coast Fever Netball Club Limited.

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**21.5** Where a provision in the Agreement is deemed to be invalid or unenforceable by a Court of Law in Western Australia, the provision will be deleted from the Agreement but such deletion will not affect the validity and enforceability of the remaining provisions in the Agreement.

**21.6** West Coast Fever may send notices and correspondence to your last e-mail address or postal address known to us unless you have notified us of a change of the relevant address before we send the notice or correspondence.

**21.7** We may change any provision of this Agreement if we give you at least 28 days' notice of the change and an opportunity to terminate your membership before the change takes effect. Other than as provided elsewhere in this Agreement, we won't make a change to this Agreement that takes effect during the current Season unless it relates to a matter over which we have little or no control.

## **22. GOVERNING LAW**

The Agreement is governed by the law in force in Western Australia.

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