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# MEMBERSHIP

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## 2023 Terms and Conditions

**NETBALL WA INC. t/a WEST COAST FEVER**  
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membership@westcoastfever.com.au | 1300 540 233  
[www.westcoastfever.com.au](http://www.westcoastfever.com.au)



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## WEST COAST FEVER MEMBERSHIP - 2023 TERMS AND CONDITIONS

### 1. INTRODUCTION

In these Terms, references to “we”, “us” and/or “our” are references Netball WA INC ABN 36 657 982 648 (on behalf of West Coast Fever Netball Club (West Coast Fever)).

The word “you” refers to you individually. The completed Membership Application (“Membership Application”), Netball Australia Privacy Policy, available at <https://netball.com.au/privacy-policy> (“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 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 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.

### 2. DEFINITIONS

In these Terms & Conditions:

“Access Memberships” are Memberships that entitle the Membership holder to game access

“Business Day” means a day that is not a Saturday, Sunday or Public holiday in the state of Western Australia

“Companion Card” means a card issued by the State or territory the card holder resides in, entitling the card holder, who requires attendant care support, to a second Membership for their companion at no charge.

“Finals Match” means any match designated by Netball Australia limited as a West Coast Fever home finals match played at a Venue.

“Home Match” means any of the matches designated as a West Coast Fever home match during the League Season and excludes any Finals Matches.

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

“League Season” means the period of each League season, as determined by Netball Australia Limited, and usually commencing on or around March 2023 and ending on or around July.

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

“Membership Application” means the Member’s application to purchase a Membership.

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

“Next Season Renewal Period” means the 28-day period commencing 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”.

“Non Access Memberships” are a memberships that do not provide in Venue game access to WCF match days

“Part Payment Plan” is an arrangement to pay membership off in instalments, completed prior to the next season launch

“Renewal Date” means the date we notify Members of the availability of renewal Memberships to be purchased for the next League Season.

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

“West Coast Fever Membership” and/or “Membership” means Corporate Membership, Floor Seating, Centre Circle Legacy, Captain’s Club Membership, Green Zone Boxes, Emerald Membership, Green Zone Membership, Silver Membership, Bronze Membership, Reduced Game, Fever Supporter or Fever Supporter Plus Membership, together with any other category of Membership of the West Coast Fever (as determined from time to time by the West CoastFever), which Membership packages are available to view on the Membership tab at [www.westcoastfever.com.au](http://www.westcoastfever.com.au).



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### **3. MEMBERSHIP APPLICATION AND PURCHASE**

#### **3.1. Membership Applications**

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

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

#### **3.2. Confirmation and Acceptance**

Once you submit your Membership Application and pay your Membership Fee (in accordance with clause 4.3), 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 and reserved seat location(s), where applicable, for the relevant League Season. 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.

#### **3.3. Membership Card**

Access Memberships will receive a Membership card which provides access to Venues for Home Matches, excluding Finals Matches. Non-Game access may receive a Members' pack; however, this does not include access to Home Matches, except for Fever Supporter Plus Members during the 2023 League Season, who will gain access to one Home March during the 2023 League Season at a game of their choice.

Members who purchase a Membership after the commencement of the League Season may receive a digital ticket for Venue entry, rather than a printed Membership card. West Coast Fever will advise Members via the Membership website ([www.westcoastfever.com.au](http://www.westcoastfever.com.au)) when Membership cards are no longer available.

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

#### **3.4. Refund**

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

#### **3.5. Right to refuse**

Subject to all applicable laws, West Coast Fever reserves the right to refuse Membership to any person at its absolute discretion.

### **4. MEMBERSHIP FEES**

#### **4.1. 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.

#### **4.2. Season**

Membership shall only apply for the relevant League Season for which Membership Fees have been paid.

#### **4.3. Payment**

When a Member submits their Membership Application, unless otherwise agreed, all Memberships are to be paid in full or by a Member selecting the Monthly Payment Plan option (the Monthly Payment Plan is not available for Corporate Memberships). Terms and conditions apply to the Monthly Payment Plan as set out in clause 15.2 of this Agreement. All dishonoured cheques will result in the affected Member incurring a dishonour fee charge from their financial institution and West Coast Fever will not be liable for this cost.

#### **4.4. Full Payment Fees and charges**

4.4.1. Membership Fees are GST inclusive.



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- 4.4.2. All Membership Fees are deducted by a third-party ticketing agency, Ticketek (the agency). The agency sets all additional fees and charges as listed in clause 4.4.3 below, these fees and charges can be amended by the agency or West Coast Fever at any time without notice.
- 4.4.3. Additional fees and charges are as follows:
- Card/ticket service fee - \$4.00 per transaction
  - Service and handling fee - \$3.95 per transaction
- 4.4.4. Full Payment charges relating to West Coast Fever Memberships will appear on Member's credit card statements as 'Member Link Ticketek Sydney'.
- 4.4.5. For the avoidance of doubt, the Member is responsible for any third-party fees and charges applicable to payment (or default in payment) of their Membership Fee, including bank, interest, credit or debit card fees and charges, and West Coast Fever may recover such fees and charges from the Member, including by deducting the amount from the account/credit card details supplied by each Member to West Coast Fever on their Membership Application.
- 4.4.6. Payment failure - If any amount payable by a Member to 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 may be cancelled at the discretion of West Coast Fever.

## **5. FURTHER CONDITIONS OF MEMBERSHIP**

### **5.1. Conditions of holding a West Coast Fever Annual Membership**

- 5.1.1. West Coast Fever reserves the right to change all or any of the Membership benefits included in the West Coast Fever Membership offers from time to time, prior to payment of your Membership Fee. If after payment of your Membership Fee, any component included in a Membership cannot be provided at any time by the West Coast Fever, due to an event beyond the reasonable control of West Coast Fever, then the West Coast Fever reserves the right to substitute an event / item / offer of equal value into the Membership without prior notice and/or liability to the Member.
- 5.1.2. The number of games played at the West Coast Fever home ground is governed by Netball Australia as well as State and Federal Government regulations, and as such, is beyond the reasonable control of West Coast Fever.
- 5.1.3. West Coast Fever reserves the right to offer additional Membership categories, on such Terms and Conditions as it sees fit. West Coast Fever has the ability to introduce new promotions and offers to Members. Any Member who has purchased a Membership prior to these offers will not be able to request a refund solely on this basis.
- 5.1.4. West Coast Fever Memberships expire following the completion of the Grand Final for the relevant League 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. The Member agrees that this is reasonable and is a genuine pre-estimate of the loss suffered by West Coast Fever, as West Coast Fever may not be able to re-sell or re-supply the cancelled Membership.
- 5.1.5. Pursuant to clause 13 of these Terms and Conditions, a Membership is not inclusive of Finals Matches which are owned and operated by Netball Australia.
- 5.1.6. Tickets to West Coast Fever Matches may not, without the prior written consent of 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.
- 5.1.7. West Coast Fever reserves the right to offer discounted Memberships and/or single game tickets at any given time.
- 5.1.8. West Coast Fever reserves the right to alter Member seating at its Home Matches in line with any state or federal mandated Venue capacity requirements or regulations, State of emergency declarations, social distancing guidelines, due to seating category amendments and to maximise seating opportunities in each category.



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## **6. MEMBERSHIP CATEGORIES**

### **6.1. Adult**

Any Member aged seventeen (17) or over, inclusive, that does not meet the requirements of a Concession Membership in the case of Match Day Access Memberships, will be classified as an adult ("Adult").

### **6.2. 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 when submitting a Membership Application. Concession identification must also be available for presentation when requested upon entry to the Venue at Matches.

### **6.3. Junior**

Junior Members with a game day admittance included must be 16 years (as at 1 January 2023) or under when attending a West Coast Fever Home Match and provide proof of age when requested. West Coast Fever does not provide, nor is it responsible for, supervision of Junior Members.

### **6.4. Family Membership**

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

### **6.5. Fever Supporter Membership**

Fever Supporter Membership does not gain entry to Home Matches.

### **6.6. Fever Supporter Plus Membership**

Fever Supporter Plus Membership includes access to one (1) Member nominated Home Match during the regular season as best available seating, excluding Captain's Club, Corporate and Emerald seating categories. This excludes Finals Matches. Should capacity not be able for the nominated game, West Coast Fever may substitute seating into a different category, or an alternative game.

West Coast Fever will provide information and timelines to redeem your ticket prior to the League Season commencing.

### **6.7. Memberships including Hospitality**

There are a range of Memberships that include per game hospitality as a benefit. These Memberships include (but are not limited to); Floor Seating, Courtside Seating, Centre Circle Legacy Memberships, Captains Club Memberships and Green Zone Box Memberships. Such Memberships include premium seating for all seven (7) Home Matches, (excluding Finals Matches) Catering is pre ordered in advance and menu is pre-set by Netball WA in advance of the game, Members will be given the opportunity to submit any dietary requirements but any late changes on game day may incur a fee. These tickets are transferable to another individual. Parking is not a benefit of these Memberships. These Memberships are not applicable to finals which are run by Netball Australia.

### **6.8. Corporate Membership**

Corporate Membership includes box seating for all seven (7) Home Matches, (excluding Finals Matches) and access to the pre-game function in the Green Room. Catering is pre ordered in advance and menu is pre-set by Netball WA in advance of the game, Members will be given the opportunity to submit any dietary requirements but any late changes on game day may incur a fee These tickets are transferable to another individual. Parking is not a benefit of these Memberships.

### **6.9. Full season Membership**

Full Season Membership includes reserved seating for all seven (7) Home Matches, excluding Finals Matches. Membership cost and fees can be located under the Membership tab at [www.westcoastfever.com.au](http://www.westcoastfever.com.au)



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## **6.10. Reduced Game (less than 7) Memberships**

Reduced game Membership entitles the Member to a designated number of games in the 2023 Home and Away season, for example a 3 Game Member has access to 3 Home games at RAC Arena in the 2023 Membership season. Should a member not utilise all matches tickets in their package they are forfeited. Tickets must be used 1 (one) per game. Member Access is not guaranteed and will be subject to venue capacity. Membership cost and fees can be located under the Membership tab at [www.westcoastfever.com.au](http://www.westcoastfever.com.au)

## **6.11. Additional Categories**

West Coast Fever may add new categories of Membership at any time and without notice.

## **6.12. Removal of Membership Categories**

Each season West Coast Fever performs a Membership review, and some categories may be removed for the upcoming League 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.

## **6.13. 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. This Membership category is only available in Emerald, Green Zone and Silver categories. Carer's do not receive a Membership pack. A digital pass may be issued for the carer.

# **7. MEMBERSHIP CARDS**

## **7.1. Issue of Membership cards**

Membership cards (either printed or digital) shall be provided to Members as stipulated in Section 2.3. A Member's Membership card is issued for identification and seat allocation purposes.

## **7.2. Use of Membership cards**

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

## **7.3. Property of West Coast Fever**

The Membership cards 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

## **7.4. Lost or stolen Membership cards**

7.4.1. A Member must immediately report a lost or stolen card to West Coast Fever.

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

7.4.3. A new Membership card will be issued to the Member upon payment of the replacement fee of \$20.00 and payable to West Coast Fever at time of request.

7.4.4. 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.

## **7.5. 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.

## **7.6. 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.



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## **7.7. Invitee use/temporary transfer of Membership**

- 7.7.1. 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. Concession or junior holders who transfer their Membership(s) to an adult must pay an 'Upgrade fee' at the Box Office on the day of the event.
- 7.7.2. The Member acknowledges that their Membership may be cancelled or terminated due to a breach of this agreement or misconduct by the Invitee.

## **8. VENUE**

### **8.1. Match Venue**

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

### **8.2. Right to impose additional rules**

The organisation in control of a Venue used for a West Coast Fever Match, or State or Federal Government, 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).

### **8.3. 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. Please refer to the website of the host venue to view entry their entry Terms and Conditions. The RAC Arena terms can be viewed at: <https://www.racarena.com.au/Venue-Info/Conditions-of-Entry>.

### **8.4. 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 at the Venues and Members must not do anything to cause West Coast Fever to breach any obligations of West Coast Fever to any Venue or to the League.

## **9. USE OF MEMBER INFORMATION AND CHANGES TO MEMBER INFORMATION**

### **9.1. Member Communications**

Members who are registered to receive communication from West Coast Fever throughout the duration of their Membership(s) are required to provide a valid email address in their 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 <https://netball.com.au/privacy-policy>

### **9.2. 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 clicking on the Members tab at [www.westcoastfever.com.au](http://www.westcoastfever.com.au) and logging in to their account on their member portal or calling 1300 540 233.

## **10. NO ADDITIONAL RIGHTS**

### **10.1. Entitlements**

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





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## **10.2. 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, except as required by law). Nothing in these terms and conditions is intended to limit, restrict or exclude rights available to you under Australian Consumer Law.

## **11. SEATING**

### **11.1. Renewing Member Seating Allocation (Current Season)**

Members must renew their Membership with the corresponding Membership type on or before the date notified to Members via the annual Renewal notification, to retain the 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 League Season. Should a Member's seat be impacted by changes upon renewal, the Member will be renewed into the next best seat(s) available.

### **11.2. Membership seating**

Subject to clause 11.1, West Coast Fever shall allocate a Member's seat on a "best available seat basis" at the time of the Member's request.

### **11.3. 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 Membership Application/renewal or as directed by West Coast Fever. 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.

### **11.4. 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.

### **11.5. Group seating requests**

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.

### **11.6. Restricted Viewing**

Whilst West Coast Fever have taken due care to notify Members of areas of restricted viewing, some seats may be slightly restricted by match day signage or other operational requirements as directed by the Venue, the League or the State and Federal Government in light of COVID-19 regulations.

### **11.7. Seating at alternative venue's**

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

## **12. PRE-MATCH AND POST-MATCH FUNCTIONS**

### **12.1. Corporate Membership**

Corporate Members receive access to the pre-game green Room function on game days of Home Matches (excluding Finals Matches). The capacity of the pre-game function is subject to COVID-19 venue capacity restrictions as outlined by the State and Federal Governments at the time of the function.

### **12.2. Memberships inclusive of hospitality**

A benefit of Courtside Membership, Floor seating is that Members receive access to the pre-game Green Room function on





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game days of Home Matches (excluding Finals Matches). The capacity of the pre-game function is subject to COVID-19 venue capacity restrictions as outlined by the State and Federal Governments at the time of the function.

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, under 18 years of age, 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. Minors must not occupy a seat without a valid ticket.

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.

## **13. SUNCORP SUPER NETBALL FINALS MATCHES**

### **13.1. Ticketing**

13.1.1. Finals Matches and ticketing pricing are administered by Netball Australia. In the event West Coast Fever qualify for the League Finals Series, West Coast Fever Members will be granted an opportunity to purchase tickets within a West Coast Fever Members pre-sale. Members shall be advised when tickets will be available for purchase. West Coast Fever cannot guarantee ticket availability for Finals Matches.

13.1.2. West Coast Fever is not responsible for the management of finals ticketing and cannot guarantee that a Member will have access to their same reserved Home Match seat(s).

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

## **14. MEMBER MERCHANDISE**

Any Member Merchandise items available for inclusion, as stipulated for inclusion in certain Membership packages are subject to change and West Coast Fever will advise Members on confirmed pack inclusions prior to the League Season commencing. If the Membership card is replaced by a Membership pass, this will be sent electronically.

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

## **15. MEMBERSHIP PAYMENT**

### **15.1. Annual Renewal Payment Plan (Auto-Renewal)**

15.1.1. By agreeing to pay your Membership Fee 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.

15.1.2. 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.

15.1.3. 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 League 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.

15.1.4. You acknowledge that Membership Fees may increase from League Season to League Season. West Coast Fever will provide reasonable prior notice of any changes to Membership Fees, with an option for you to opt out of the Annual Renewal Payment Plan prior to it automatically renewing.

15.1.5. Participation in the Annual Renewal Payment Plan is only available if the same category of Membership is available



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for the Member to renew for the following League 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.

- 15.1.6. 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 15.1.9) if you do not wish to roll over your Membership into the next League 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.
- 15.1.7. 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 League Season.
- 15.1.8. 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 by visiting [www.westcoastfever.com.au](http://www.westcoastfever.com.au) and clicking on the Members tab to log in to your Member account or contact the Membership Team on 1300 540 233.
- 15.1.9. 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 visiting the Members tab at [www.westcoastfever.com.au](http://www.westcoastfever.com.au) and logging into your Membership account and changing your preference in the 'Manage Renewals' Tab.
- 15.1.10. 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.
- 15.1.11. West Coast Fever or associated third parties will debit your account within twenty 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.
- 15.1.12. Any junior Member who no longer meets age restrictions is required to advise West Coast Fever prior to the end of the Next Season Renewal Payment and upgraded to a concession Member. This also applies to junior Members in family Memberships.
- 15.1.13. 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 number. You must ensure all contact details are up- to-date and notify West Coast Fever of any changes.
- 15.1.14. 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.
- 15.1.15. 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.
- 15.1.16. 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.
- 15.1.17. Members with outstanding debt will be unable to renew their Membership until all outstanding money owed is paid in full.
- 15.1.18. West Coast Fever accepts no liability for any matter arising from your use of the Annual Renewal Payment Plan.
- 15.1.19. If you believe that a withdrawal has been initiated incorrectly, please contact the Membership Team on 1300 540 233.
- 15.1.20. 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



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their payment preference, they will need to opt-out of the Annual Renewal Payment Plan and manually purchase their Membership for the relevant season.

**15.2. Part Payment Plan Instalment and Fees Members who purchase their Memberships through a Part Payment Plan must finalise their Membership payment prior to the commencement of the upcoming League Season.**

15.2.1. In addition to the Membership Fees, Members on a Part Payment Plan agree to pay the additional fees and charges listed in clause 15.2.3.

15.2.2. Part Payment Plans incur additional fees and charges as follows:

- Administration Fee on each order (one off) - \$5
- Credit Cards (Visa, MasterCard, Amex and Diners) – 3.75%
- Reversal Fee (in the event of an unsuccessful payment attempt) - \$10.00

15.2.3. The administration fee will be debited on the day that the Membership is processed; every subsequent payment will be deducted on the 2nd of the month. Should the 2nd of any month fall on a weekend or public holiday, the instalment will be deducted on the next business day.

15.2.4. 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.

15.2.5. If a Membership part 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.

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

## **16. REFUND POLICY**

### **16.1. Refund Request**

Any person seeking a refund must do so in writing, addressed to the West Coast Fever Membership & Ticketing Manager. Refunds will not be issued due to change of mind and will be at the sole discretion of the Membership & Ticketing Manager and only granted in exceptional circumstances or otherwise as required by law. Should any refund request be approved, the Member would receive a refund less the value of any goods and services already delivered to that Member. Nothing in these terms and conditions is intended to limit, restrict or exclude rights available to you under Australian Consumer Law

### **16.2. Use of Membership**

A request for Membership refund may 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.

### **16.3. Cancellations**

West Coast Fever is not liable to Members for any loss or damage Members suffer as a result of the League Season 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 Netball Australia, the Venue or State and Federal Governments, and is outside the reasonable control of West Coast Fever.

### **16.4. Credits and Partial Refunds**

Should the number of Home Matches not proceed as planned or are significantly changed (due to Covid-19 or other circumstances beyond the control of West Coast Fever), Members with seating entitlements will be provided with the option of a credit, or refund. This credit or refund applied would exclude an administration and Membership pack fee for the value of any benefits delivered to you already (such as servicing your Membership pack items and card) and Ticketek service costs. Refer to clause 23, COVID-19 Specific Terms and Conditions for information regarding options to Members for disruption due to COVID-19.



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## 17. BEHAVIOURAL STANDARDS – CODE OF CONDUCT POLICY

All Members must at all times comply with the Netball Australia Conditions of Entry and any additional Venue Terms and Conditions.

West Coast Fever reserves the right to refuse entry to any person (including Members) for any breach of the applicable Conditions of Entry. Members who breach these conditions may face Membership penalties, including cancellation without refund. 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 [Netball Australia Conditions](#) of Entry.

## 18. TERMINATION

Membership may be terminated by West Coast Fever for failure to comply with the terms of this Agreement. Membership may also be cancelled due to the misconduct of a Member or their invitee at any Match, Venue, function or event of West Coast Fever.

## 19. LIABILITY AND INDEMNITY

### 19.1. Responsibility for damage

A Member is responsible for any damage which the Member, their guests or any Invitee may cause at any Match, Venue, function or event of West Coast Fever if such damage is caused by the Members' (or their guest or Invitee's) wilful act or negligence, and the Member indemnifies West Coast Fever against any liability or claim West Coast Fever suffers or incurs in relation to such damage.

### 19.2. Limitation of liability

To the extent permitted by law, the maximum aggregate liability of West Coast Fever to a Member (or their guest or invitee) 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, to the total amount payable under a Member's annual Membership.

Where West Coast Fever's liability cannot be excluded under any law, West Coast Fever's 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 (other than West Coast Fever and its employees, officers and agents ) or any indirect or consequential loss or damage howsoever described or claimed, including lost profit or revenue, exemplary damages, deletion or corruption of electronically or digitally stored information.

To the extent permitted by law, each Member unconditionally releases West Coast Fever (and its employees, officers, and agents) from any loss or claim for any or consequential loss or damage howsoever described or claimed for any reason relating to use of a Membership or attendance at any Match, event or function run by West Coast Fever.

## 20. WARRANTIES

To the extent permitted by law, 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 to the extent permitted by law 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.

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.



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## 21. 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 <https://netball.com.au/privacy-policy>

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 when you log in to the Members portal on the Members tab at [www.westcoastfever.com.au](http://www.westcoastfever.com.au)

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  
West Coast Fever  
PO Box 930, Subiaco WA 6904  
1300 540 233  
08 9380 3700

## 22. OTHER TERMS

### 22.1. General terms and conditions

- 22.1.1. Unless otherwise specified in these Terms and Conditions, West Coast Fever Membership does not provide access to additional events or activities unless these are offered to Members at a later stage.
- 22.1.2. 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.
- 22.1.3. 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.
- 22.1.4. Membership under this Agreement does not of itself make the Member a member under the constitution of West Coast Fever Netball Club Limited.
- 22.1.5. 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.
- 22.1.6. 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.
- 22.1.7. 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.

### 22.2. Covid-19 specific terms and conditions

- 22.2.1. If you are attending a Membership event as part of a group, as the primary account holder, you are responsible for knowing the contact details of all attendees in your group and for ensuring those attendees, are adhering to the federal and WA government regulations. In the event you are contacted directly by the Government, including the



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Department of Health for the purposes of contact tracing, you must: (a) make the contact details of your group available to the Government (if you have the consent of each group member to do so); or (b) contact each member of your group, and request that they provide their contact details to the Government directly.

- 22.2.2. All attendees in your group, including yourself, must commit to stopping the spread of COVID-19. If at the time of the event, either you, or any other Members of your group are feeling unwell or are subject to a self-quarantine or self-isolation period, you agree not to attend the event.

## **23. SUPPLEMENTARY TERMS AND CONDITIONS FOR MEMBERSHIPS IMPACTED BY COVID-19**

### **23.1. Application of Terms**

- 23.1.1. These supplementary terms and conditions apply to the 2023 and future League Seasons and will be reviewed annually.
- 23.1.2. In the event where a Members' League Season Match entitlements have been negatively impacted with Home Matches which did not take place due to COVID-19, eligible Membership categories will be offered either a Credit or Refund for the games which did not proceed.
- 23.1.3. Selection of an option will be considered acceptance of the relevant terms and conditions and the decision is final.

### **23.2. Option #1 – Credit (default option)**

- 23.2.1. This is the default option and requires no action if you wish to apply credit to your 2024 Membership renewal.
- 23.2.2. This credit applied will include the total value (rounded to the nearest dollar) of the game portion of your 2023 Membership which could not be delivered during the League Season. It does not include the Administration and Pack fee.
- 23.2.3. Your renewing 2024 Membership price will be the 2024 Membership price for your category, minus your credit from the 2023 season, to the value outlined by West Coast Fever for the game day portion not delivered.
- 23.2.4. Credit can only be applied to the following League Season, therefore should a Member who holds credit choose not to renew for the following League Season, this un-used credit will be forfeited. For example, available credit from the 2023 Season can only be applied to your 2024 Membership renewal.
- 23.2.5. There is no need to take action if a credit is your preferred option; your credit(s) will be automatically applied to your 2024 Membership renewal.
- 23.2.6. In future seasons, West Coast Fever reserves the right to offer alternative credit value in the form of events, merchandise credit or other alternatives, if game value cannot be delivered due to COVID-19.

### **23.3. Option #2 – Refund**

- 23.3.1. West Coast Fever will retain the Administration and Package fee portion of your Membership.
- 23.3.2. All refund requests must be completed by the payment plan deduction date. If you do not submit a refund request by this date, then your Membership will be automatically credited to the 2024 League Season.
- 23.3.3. If you select a refund option, you will not be able to participate in the Auto-Renewal payment plan. If you wish to renew your Membership at a later date, your renewal will need to be completed manually by contacting the West Coast Fever Membership team.
- 23.3.4. Existing seating entitlements cannot be held beyond the seat renewal time frame with date determined by the Club and communicated to all Members.
- 23.3.5. Members who select a refund and re-purchase their Membership in the future will be subject to an additional waiting period to be eligible for loyalty or renewal pricing.
- 23.3.6. If you select a refund, the balance of your 2023 Membership fee will be refunded in the same method as payment was made. This balance is equal to the game day portion of your Membership not delivered by the West Coast Fever. If payment was made by credit card, and that card has since been cancelled, please specify this within your request form and the club will contact you to obtain new details. If you did not pay via credit card, the club will contact you to arrange your refund.



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23.3.7. Please note that it may take up to 30 business days to process refund requests. Once processed, any refund may take up to three to five business days to appear in your account.

#### **23.4. Fever Supporter Plus Members**

Fever Supporter Plus Memberships who did not receive game day entitlements are only entitled to receive a refund for the value of the game portion of their Membership which could not be delivered due to COVID-19.

#### **23.5. Fever Supporter Members**

Fever Supporter Memberships (those with no match access entitlements forming part of their benefits), are not eligible to activate credit or refund options as they have received their 2023 entitlements and therefore these entitlements have been fulfilled.

### **24. ADMINISTRATION AND PACK FEE**

In instances where all/some Home Matches are unable to proceed, an Administration and Pack Fee is retained by West Coast Fever as these Membership services and/or products have already been provided to Members, such as servicing your Membership, any events or functions you have received as part of your Membership, Membership pack items and your Membership card.

Any Postage and Handling fees paid per transaction cannot be credited or refunded as these are costs which have been incurred by West Coast Fever. West Coast Fever reserves the right to review administration fees and Membership pack fees annually.

Credits or refunds must be made at an order level. If you have several Memberships which sit under the same order, your preference will apply across all Members which reside under your Membership order. i.e., in a family Membership, all Members must select either option 1 credit, or option 2 refund. The preferences cannot be different.

### **25. GOVERNING LAW**

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