

## **Corporate Hospitality – Terms and Conditions**

These terms and conditions and the Booking Form constitute an agreement (Agreement) between the entity named on the Booking Form (the Client) and Perth Glory Football Club Pty Ltd (ACN 673 947 905) which owns and operates the sporting club trading as Perth Glory Football Club (the Club).

By signing the Booking Form, the Client agrees to be bound by this Agreement. The client must inform its guests, personnel, agents and subcontractors involved in or attending the Corporate Facilities of the terms of this Agreement.

### **1. CORPORATE HOSPITALITY PACKAGES**

- In consideration of the Package Fee, the club will provide to the Client its nominated Corporate Package during the event(s).
- To reserve a Corporate Package, the Client must complete and sign a Booking Form and return it to the Club. Submission of the Booking Form to the Club will only reserve the Corporate Facilities requested by the Client for 5 Business Days from the date of the Booking Form.
- If the Club receives more than one Booking Form from a prospective Client applying for the same Corporate Package, the Club reserves the right to allocate the Corporate Package to the prospective Client either;
  - one a “first in, first served” basis; or
  - otherwise at the Club’s sole discretion
- Corporate Packages including Event Tickets and Passes are only secured and dispensed to the Client upon the Client paying the Package Fee to the Club in full.
- The Corporate Package will include admission to the Stadium during the Event, the supply of a stipulated number of tickets, food and beverages and other benefits outlined in the Brochure.
- The client is responsible for ensuring its guests use the Corporate Facilities for the Permitted Use only and must not re-sell, sublet or re-hire the Corporate Facilities.
- Passes remain the property of the Club. It is the responsibility of the Client to take care of the Passes. The Passes are not transferrable or redeemable for cash.
- Passes must not be sold, misused for commercial use, or used for promotional purposes of marketing campaigns without the Club’s prior written permission.
- The club does not accept any responsibility for Tickets or Passes that are lost, stolen or destroyed. Lost or stolen Tickets or Passes should be immediately reported to Stadium or Club staff.
- The Club reserves the right to charge the Client a reasonable replacement fee for replacing lost or stolen Passes.
- The Client’s guests must wear Passes supplied to the Client at all times.

## 2. **STADIUM CATERING**

- When catering is expressly excluded in the Brochure, the Client will be provided details on ordering via the stadiums catering provider.
- The club reserves the right to remove any client (and guests from the Stadium, which is overdue on any payments to the Club in relation to any match day catering.

## 3. **SERVICE OF ALCOHOL**

- The Stadium and Corporate Facilities are managed in accordance with the Law and terms of License.
- The Club and the Stadium reserve the absolute right to determine whether the behaviour of a Client's guest whilst at the Stadium is contrary to any Law or the conditions of the Licence.
- Any guest who fails to observe the Law or the conditions of the Licence or who, in the Club's or Stadium's sole opinion, are conducting themselves in an inappropriate or ant-social manner may be removed from the Stadium without refund or appeal

## 4. **CODE OF CONDUCT**

- The Club is committed to ensuring the enjoyment and safety of corporate patrons attending the Event.
- In order to achieve this, the Client is required to abide by the following conditions of the Club's Code of Conduct:
  - The Club requests that all guests of the Client dress in a manner that is appropriate to the corporate nature of the corporate Facilities. The Club and the Stadium reserve the right to remove any guest deemed to be inappropriately dressed.
  - The Client is responsible for the conduct of their guests at all times whilst at the Stadium and using the Corporate Facilities.
  - The Client must ensure:
    - all activities conducted in the Corporate Facilities conform to the Permitted Use only;
    - that only the specified number of guests occupies the Corporate Facilities;
    - that strictly no alcohol is to be taken outside of the Corporate Facilities; and
    - that guests do not create any noise or disturbance, or behave in an offensive or antisocial manner in the Corporate Facilities or elsewhere in the Stadium.
  - The Club, Stadium or its staff retain the right to enter and inspect the condition of the Corporate Facilities at all times it is being occupied by the Client and its guests.

- The Client must not alter, add to or damage the fixtures, fittings, appointments, furniture and equipment contained within the Corporate Facilities. |
- A patron must not, at any time, abuse or harass an employee of the Club or the Stadium.
- No client, guest or visitor shall participate in illegal gambling on or near the Stadium.
- The Stadium is a no smoking venue.
- The Club and Stadium reserve the right to refuse admission, or remove and Client, guest or visitor from the Stadium at their sole discretion.

## **5. ARRIVAL AND DEPARTURE**

- Corporate Facilities will open and beverage service will commence 1 hour prior to the start of kick-off of the main Event. With the exception of the Chairmans Function, the Gareth Naven Room will open and service will commence 1 hour and 30 mins prior to the start of kick-off (at Gates Open).
- All patrons must leave the Stadium immediately when instructed by Stadium and Club staff. Drinks service will cease 15 mins after completion of the Event and Corporate Facilities will close 30 minutes after completion of the Event. With the exception of the nib member's lounge, drink service will cease 60 mins after final whistle and room will closure 30 mins thereafter.

## **6. MARKETING AND PROMOTIONS**

The Client must not use;

- the event name and logo;
- the club name and logo;
- the Team name or logo;
- the Season name or logo;
- the membership of the Club; or
- the Corporate Facilities, for any promotional or other commercial purposes (including trade promotions) without the prior written consent of the Club. Any such use must be strictly in accordance with the Club's written directions.

## **7. PAYMENT TERMS**

- The package fee will be invoiced by the Club following the Client's submission of this Booking Form
- 100% Payment of the Package Fee is required to secure your booking with the balance to be paid within 7 business days from the date of the valid tax invoice issued to the Client by the Club. Part payments are approved on a case by case basis and a request for part payment must be made direct to the corporate team.
- For bookings made less than 10 business days prior to an Event the full

payment is required upfront.

- The client will not be entitled to a refund for seats within the Corporate Facilities if the Event is rescheduled, postponed or cancelled.
- Where any part of the Package Fee payable by the client is due and unpaid, the Club may (in addition to its other rights and remedies under this Agreement or at Law):
  - prevent access by the client and guests to the Corporate Facilities and Stadium; and
  - recover the balance of the Package Fee from the Client as a debt immediately due and payable

#### **8. CANCELLATION POLICY**

- Up to 21 days prior to the date of the Event, the Client may cancel its booking and receive a credit for future matches.
- Bookings made less than 21 days prior to the date of the Event will receive no refund.
- Cancellation of a booking must be made via email to the Club Representative
- There will be no refund on catering with less than 10 days notice prior to an event

#### **9. GST**

If GST is imposed on any supply made by one party (Supplier) to the other party under this Agreement, the recipient of the supply (Recipient) must pay, in addition to any consideration payable under the Agreement for the supply, an additional amount for the supply calculated by multiplying the prevailing GST rate by the consideration for the relevant supply provided always that the Supplier issues a valid tax invoice to the Recipient within 7 days of the occurrence of an event that causes the GST Liability of the Supplier on any taxable supply supplied to the Recipient to be attributed to a particular tax period.

#### **10. WARRANTIES AND INDEMNITY**

- The Client warrants and represents to the Club that:
  - it will comply with all Laws in relation to this Agreement:
  - it and its guests will comply with all directions issued by club and/or Stadium staff whilst visiting the Stadium and using the Corporate Facilities; and
  - by entering into this Agreement, the Client will not breach any oral, or written agreement or arrangement that it is a party to
- The Client agrees to indemnify the Club and its related bodies Corporate, their offices, agents and employees from and against any liability, claim (including any third party claim), loss, liability, expense or damage whatsoever (whether

foreseeable or not and whether caused by an act or omission on the part of the club or its representatives) arising directly or indirectly as a result of, and all costs, charges or expenses incurred directly or indirectly as a result of:

- Its use of the Stadium or the Corporate Facilities (including without limitation the acts or omissions of its guests or its representatives attending the Stadium or Corporate Facilities pursuant to this Agreement);
- Any breach of the Agreement by the Client or a third party in connection with the Client's use of the Stadium or the Corporate Facilities.

#### **11. RELEASE**

- The client acknowledges and agrees that it (and its guests) uses the Stadium and Corporate Facilities at its own risk and has sole responsibility for any goods, equipment or materials brought into the Stadium by it or on its behalf.
- To the fullest extent permitted by Law, the Client (and its guests) release the Club and its Related Bodies Corporate from and against any loss, cost, claim, damage or expense incurred directly or indirectly in connection with;
- any personal injury suffered by the Client (or its guests) whilst in attendance at the Stadium or the Corporate Facilities; and
- the loss, or theft of the property brought into the Stadium or Corporate Facilities by the Client or its guests, agents, employees or contractors.

#### **12. INSURANCE**

The Client must fully insure itself against any risk, loss, damage or theft of property on the Stadium or Corporate Facilities arising as a result of its use of the Stadium, or Corporate Facilities for the Permitted use, including damage or loss caused to the Stadium or the Corporate Facilities including buildings, furniture, equipment and fittings.

#### **13. TERMINATION**

- The Club may terminate the Agreement at any time by written notice to the Client (Termination Notice). Termination of the Agreement will be effective on and from the date for termination nominated by the Club in the Termination Notice (Termination Date).
- If the Club terminates the Agreement:
  - by reason of the Stadium or Corporate Facilities being unfit for use or for any other cause beyond the Club's reasonable control, the Club will refund the Package Fee received for corporate hospitality services not already rendered by the Club (the Refund); and
  - save for payment of the Refund only the Club only in the above circumstances, the Client acknowledges and agrees that the Club is immediately released from

all its obligations under this Agreement without any further liability to the Client on and from the Termination Date.

#### **14. PRIVACY**

The privacy of the Client's personal information and that of its guests is important to the Club. The Club will take reasonable steps to ensure the Client's personal information collected by the Club in connection with this Agreement remains private. Such personal information will not be shared with any third party outside of the Club or its Related Bodies Corporate, unless the Club has the Client's written consent to do so.

#### **15. GENERAL**

- The Club may, in its sole discretion, subcontract the performance of any of its obligations under this Agreement to third parties. The client must not assign its rights under this Agreement without the club's written consent.
- This Agreement constitutes the entire agreement of the parties about its subject matter and any previous agreements, understandings and negotiations on that subject matter cease to have any effect.
- All notices between the parties under this Agreement must be issued in writing. Any notices from the Client to the Club (including change of address and other details) must be immediately issued to the Club Representative in writing.
- Nothing contained or implied in this Agreement constitutes a party the partner, agent or legal representation of another party for any purpose or creates any partnership, agency or trust and no party has any authority to bind another party in any way.
- Each release and indemnity in this Agreement is a continuing obligation, separate and independent from other obligations of each party and survives termination of this Agreement.
- To the full extent permitted by Law, all express and implied terms, conditions and warranties other than the ones set out in this Agreement are excluded.
- The Club may exercise a right, remedy or power in any way it considers appropriate. If the club does not exercise a right, remedy or power at any time, this does not mean that it cannot exercise it later.
- No rule of construction will apply to the disadvantage of a party on the basis that it put forward this Agreement.
- This Agreement is governed by the law in force in Western Australia, Australia and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia and courts of appeal from them determining any dispute.

## 16. DEFINITIONS AND INTERPRETATION

- In this Agreement:

**Brochure** means the brochure entitled, Perth Glory FC Corporate Hospitality 2024/25 Season

**Business Day** means a day when banks are ordinarily open for business in Western Australia excluding Saturdays and Sundays.

**Club Representative** means Corporate Sales Team whose email address is corporate@perthglory.com.au.

**Corporate Package** means the corporate hospitality package set out in the Corporate Package as nominated by the Client on the Booking Form.

**Event** means the event to be held at the Stadium as specified in the Brochure.

**Law** means any requirement of any statute, regulation, codes of practice, regulatory instrument, proclamation or common law present or future, whether state, federal or otherwise.

**License** means the Licensee's liquor license (Licence no 6260099838) in relation to the Stadium, the relevant conditions of which are attached to this Agreement.

**Licensee** means Spotless Facility Services Pty Ltd

**Package Fee** means the total package fee set out in the Brochure

**Permitted Use** means the use authorised by the Club as described in the Booking Form

**Related Body Corporate** has the meaning prescribed in the Corporations Act 2001 (Cth)

**Stadium** means HBF Park located on Pier Street, Perth.

**Season** means the Isuzu Ute A-League Season 2024/25

**Tickets** means tickets to the Event held at the Stadium issued by the Club to the Client as set out in the Booking Form.

- In this Agreement, unless the context indicates a contrary intention:
- headings are for convenience only and do not affect interpretation;
- the singular includes the plural and vice versa;
- a reference to a party to a document includes the party's successors, permitted assigns, administrators and substitutes;
- where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- the word 'include' in any form is not a word of limitation;
- no rules of construction apply to the disadvantage of one party on the basis that the Agreement or relevant part of the Agreement was prepared or put forward by that party;
- a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Perth, Western Australia even if the obligation is to be performed elsewhere;

- a reference to a year is a reference to twelve consecutive calendar months; and
- a reference to a month is a reference to a calendar month.

## ATTACHMENT A – RELEVANT CONDITIONS OF THE LICENSE

With alcohol being a component of corporate entertainment, the Stadium has responsibilities at Law in relation to consumption of alcohol and conduct of guests using private areas or corporate boxes at the Stadium pursuant to the conditions of the License. The following sections of the License are supplied to assist Clients and guests in understanding the relevant conditions of the License and the responsibilities and accountabilities Clients assume under the Agreement for use of a Corporate Facility. The Corporate Facilities are well monitored by the Club and Stadium staff and the Stadium or the Club will take action if Clients and their guests do not adhere to the conditions of the License.

### LICENSE CONDITIONS

- The licensee shall ensure that a permanent record is maintained which records the details of persons and companies that contract with the Club for hiring or use of private areas or corporate boxes.
- The licensee shall ensure that a copy of the conditions applicable to the licensee is supplied to any person or company that contracts with the Club for hiring or use of private areas or corporate boxes on the premises.
- The licensee shall ensure that liquor is served and consumed responsibly in the private areas and corporate boxes.
- The licensee shall ensure that the conduct of patrons utilising the private areas and corporate boxes of the premises, including their liquor consumption, is appropriately and adequately monitored to ensure that liquor is consumed responsibly and that liquor is not supplied to or consumed by minors.
- The licensee shall prevent intoxicated patrons being served further liquor by removing the person's access to liquor, or by other reasonable means. The licensee and Responsible Service of Alcohol (RSA) managers shall seek the assistance of the police, if necessary.
- The licensee shall ensure intoxicated patrons are removed from the premises and that patrons supplying to minors are reported to the police.
- The licensee shall ensure intoxicated patrons are removed from the premises and that patrons supplying to minors are reported to the police.
- The licensee shall ensure that the liquor service to the private and corporate areas is not provided outside of the duration of the function, occasion or event and that staff cease the supply of further liquor to any private or corporate area where further supply of liquor would be inconsistent with responsible serving and responsible drinking.



- The licensee shall implement measures to ensure that the supply of further liquor to any private or corporate area ceases where the licensee or RSA manager reasonable believes that the patrons in those areas have access to sufficient liquor for the remainder of the function, occasion or event.
- The licensee shall ensure that all persons are removed from the private and corporate areas within ninety (90) minutes of the function, occasion or event ceasing.
- The licensee shall implement reasonable and adequate measures to ensure that once the liquor service to the private and corporate areas has ceased, liquor is not removed from the premises by patrons.
- The licensee shall establish a system for providing credits or refunds in respect to the liquor purchased by persons and companies utilising the private areas or corporate boxes, but not consumed at a function, occasion or event.