

MEMBERSHIP TERMS AND CONDITIONS

Please read these terms and conditions carefully prior to accepting membership at the Croatian Sports Centre Gold Coast Inc.

These terms and conditions are valid from 1 July 2023 and supersede any previous terms and conditions relating to memberships.

The following definitions apply to the terms and conditions:-

- (a) **Club** means the Croatian Sports Centre Gold Coast Inc and where the context permits, may include a committee or person having authority under the Constitution to make a decision on behalf of or for the Club, including but not limited to the Management Committee;
- (b) **Constitution** means the constitution of the Club in force and effect at the relevant time;
- (c) **Management Committee** means the management committee established pursuant to the Constitution;
- (d) **Member** means an individual that has been granted Membership by the Club, via the management committee or otherwise, has paid the Prescribed Fee and is not otherwise suspended or banned by or from the Club or is in breach of the Membership Terms and Conditions or the Constitution or any other rules or terms and conditions prescribed by the Club from time to time;
- (e) **Member Rewards** means the rewards prescribed from time to time by the Management Committee for the benefit of the Members, which will be viewable at the Club and may include discounts available to Members with respect to venue hire. These conditions are available online via social media or are available on our pinboard in front of the clubhouse;
- (f) **Membership** means a membership of the Club permitted under the Constitution, which may include but is not necessarily limited to an ordinary membership, a social membership, a founding membership and a perpetual membership;
- (g) **Membership Card** means a card issued by the Club to a Member, and such card confirms the Membership of that Member and is personal to the Member to whom it is issued (the card is not capable of assignment, transfer, sale or exchange by the cardholder without the express approval of the Management Committee);
- (h) **Prescribed Fee** means the fee prescribed by the Management Committee for Membership, and such fee may be different for each tier of Membership; and
- (i) **Terms and Conditions** means the terms and conditions relating to Membership as prescribed by the Management Committee from time to time and are contained in this document titled 'Membership Terms and Conditions', which may be updated by the Management Committee from time to time upon due notice by the Management Committee to the

The Croatian Sports Centre Gold Coast Inc. reserves the right to update and change the terms and conditions at any given time at the discretion of the management committee.

Members and any such updated versions must be made available to the Members upon request and genuine prospective members upon request.

By accepting to be a Member of the Club and paying the Prescribed Fee for the Membership, you accept and are bound by the following Terms and Conditions:

1. Members must be 18+ years old;
2. Member Rewards are set out in the "Club Membership & Rewards";
3. The Member Rewards obtained by a Member are only permitted to be used or redeemed by the Member that earned the Member Rewards and the Member Rewards are not capable of being assigned, sold, transferred or exchanged for cash or payment, except where permitted under clause 11 below or expressly approved by the Management Committee.
4. A current Membership Card must be produced to redeem Member Rewards. Please note, if a current Membership Card cannot be produced, staff are not able to manually apply the Member Rewards.
5. The Club accepts no responsibility for lost or stolen Membership Cards.
6. If a Membership Card is lost or stolen, a Member may contact the Club's secretary to receive a replacement Membership Card at the cost prescribed by the Club (for the year ending 31 December 2024, the prescribed cost is \$20).
7. All foundation members and perpetual member's Member Rewards that are set with option B with levy, expire annually on 31 December, and revert to the option A Member Rewards (the Club will not be required to compensate Members for any such reversion and the Club will not be liable for any such reversion, and it is the Member's sole responsibility to use the Member Rewards prior to the reversion, if the Member wishes to do so).
8. All social and ordinary Memberships and related Member Rewards expire annually on 31 December. The Membership and Member Rewards attaching to any person that becomes a Member during the period 1 November – 31 December (inclusive of these dates), will not expire until the end of the following calendar year.
9. Member Rewards can only be redeemed at events hosted by the Club. Please refer to clause 14 for further explanation.
10. Member Rewards may only be redeemed on premises at the Club.
11. Member Rewards are not transferrable or assignable unless permitted for that Member class under the Constitution.
12. Member Rewards are only for personal use and must not be used for commercial purposes and are not able to be accrued or used by a commercial entity.
13. Member Rewards are subject to change from time to time. All decisions of the Management Committee with respect to Member Rewards are final and such decisions are at the discretion of the Management Committee. Notice will be given to all Members.
14. For events held by another organisation, Members are only able to redeem Member Rewards in relation to food and drink (where the Club is not the event host, notwithstanding an event being hosted at the premises of the Club, the other event host sets the ticketing costs and therefore Member Rewards are not capable of being applied toward ticket door entry except where the Club is the host);
15. For private events when hiring the Club (or part thereof) as a venue, please refer to the events matrix in the appendix attached hereto, which sets out the

applicability of the Discounts to Members and Members' families with respect to such venue hire.

16. These Terms and Conditions are to be read in conjunction with the Constitution, which each Member acknowledges and agrees that they have read and understood prior to becoming a Member, and where there is a contradiction between these Terms and Conditions and the rules of the Constitution, then:-
 - o Where the rule is permitted or intended to be superseded by Terms and Conditions created by the Management Committee with respect to Memberships, then the term and condition created by the Management Committee herein that contradicts the rule in the Constitution will prevail over the rule in the Constitution; or
 - o Where the rule is not permitted or intended to be superseded by Terms and Conditions created by the Management Committee with respect to Memberships, then the rule in the Constitution that is being contradicted by the Terms and Conditions herein will override that contradicting term or condition.
17. Each of these Terms and Conditions are severable and in the event a Term or Condition is unenforceable or invalid at law or invalid under clause 16 above, then that unenforceable or invalid clause will be severed or read down but so as to maintain and uphold, so far as possible, the remaining terms and conditions herein.

Appendix

Events Matrix for hiring the venue:

| Type of Event | Relationship to the Member | Does the discount apply? |
|--|--------------------------------------|--------------------------|
| Celebrations (Wedding, Christening, Birthday etc.) | Spouse, Child, Parent | Yes |
| | Cousin, Sibling, Godparents, In-laws | No |
| Funerals | Spouse, Child, Parent | Yes |
| | Cousin, Sibling, Godparents, In-laws | No |