



Terms and Conditions of Corporate Bookings

(1) The West Australian Football Commission (WAFC), as landlords for Subiaco Oval, rent the facilities at Subiaco Oval to the Fremantle Football Club for the specified number of AFL home matches as determined by the AFL fixtures on a yearly basis. The club has the right to market and sell the facilities as determined by the WAFC and outlined in the Subiaco Oval Facilities Agreement. The Client acknowledges and accepts that the terms and conditions outlined in the Subiaco Oval Facilities Agreement shall form part of the Terms and Conditions of the Fremantle Football Club 2009 Corporate Packages Booking Confirmation. A copy of the Subiaco Oval Facilities Agreement is available upon request.

(2) Payment Terms are strictly thirty (30) days from invoice date.

(3) Termination

3.1 Cancellation Policy – The Client understands that:

- a) Prior to 1 March 2009, should the Client wish to cancel part or whole of the booking and such cancellation is advised in writing to the Fremantle Football Club within 30 days of signing the 2009 Corporate Packages Booking Confirmation, the Fremantle Football Club Ltd will refund the unused package in full, less the initial deposit paid.
- b) After 1 March 2009, should the Client wish to cancel part or whole of the booking and such cancellation is advised in writing to the Fremantle Football Club within seven days of signing the 2009 Corporate Packages Booking Confirmation and without the Fremantle Football Club providing any one of the benefits of the Corporate Package itemised in the 2009 Corporate Packages Booking Confirmation, the Fremantle Football Club will refund the unused package in full, less the initial deposit paid.
- c) For any cancellations not covered by parts (a) and (b) the Fremantle Football Club Ltd will charge 100% of the cancelled tickets, and no refund will be issued.

3.2 Default of Client – In respect of any event, if any of the payment terms are not met by the Client, or if the

Client commits any breach of the agreement, the Fremantle Football Club Ltd may terminate the agreement by giving seven days notice to the Client (if such notice is issued prior to seven days before the event), or one days notice by the Fremantle Football Club Ltd to the Client (if such notice is issued during the event) and if the breach is not remedied or is not capable of being remedied by the Client within the specified time period, and unless otherwise agreed in writing by the Fremantle Football Club Ltd, the Client agrees that upon termination:

- a) the Client will forfeit all monies paid to the Fremantle Football Club Ltd prior to termination
- b) the Fremantle Football Club Ltd will be free to enter into an agreement with any third party covering any or all of the rights, benefits and entitlements under the agreement.

(4) Any costs, expenses or disbursements incurred by the club in the maintenance of the Client's account, including finance charges relating to dishonoured payments, debt collection agency fees and legal costs arising will be borne by the Client.