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PRINCIPAL SPONSOR

TERMS AND CONDITIONS

These Terms and Conditions and the Booking Form constitute an agreement (**Agreement**) between the Club and the Client.

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 at McDonald Jones Stadium (**Stadium**) provided by the Club (**Corporate Facilities**) of the terms of this Agreement.

1. Payment Terms – Seasonal and Multi-Game Bookings

- a) This clause 1 applies to seasonal and multi-game bookings (in the case of multi-game bookings, where the Total Amount exceeds \$10,000 or as otherwise determined by the Club).
- b) The Client is required to pay the Total Amount in accordance with the Payment Schedule. Payment can be made in full or in instalments (payment by instalments is subject to prior approval by the Club), as selected by the Client on the Booking Form. The Club will issue a valid tax invoice to the Client.
- c) Where any part of the Total Amount payable by the Client is due and unpaid, the Club may (in addition to its other rights and remedies under this Agreement or otherwise):
 - i. prevent access by the Client and guests to the Corporate Facilities and the Stadium; and
 - ii. recover the balance of the Total Amount from the Client as a debt immediately due and payable.
- d) If an instalment payment is declined for any reason, the Client must contact the Club immediately and arrange for payment of the relevant instalment within 5 days of the date that payment was due. If payment is not received during this time, the Club reserves the right in its absolute discretion to suspend this Agreement and tickets to any events scheduled during the period of suspension will be forfeited until payment has been received in full.
- e) Where the Term is for more than one year, the Client acknowledges and agrees:
 - i. the Club will pass on to the Client any increases in catering costs associated with the Event (including but not limited to food and beverage); and
 - ii. the Total Amount payable per annum is subject to annual increase by reference to Consumer Price Index (**CPI**) (All groups) for the quarter ending 30 September, as calculated by the Club and notified by the Club to the Client in writing.

2. Online Payment – Casual Bookings

- a) This clause 2 applies to casual bookings.
- b) The Client is required to pay the Total Amount through the Club's online payment system. Where the Total Amount is \$5,000 or less, payment is required by credit card. Where the Total Amount is more than \$5,000, payment is required by credit card or BPAY. On receipt of payment in full, the Club will send the Client a confirmation of the casual booking.
- c) Where the Client elects to pay by BPAY, the Club requires receipt of cleared funds within 72 hours of the Client's request for the casual booking. If the Club does not receive the cleared funds within 72 hours, the Client's request for the casual booking will automatically expire.
- d) Online sales for casual bookings will cease 7 days prior to the date the event is scheduled. If a Client wishes to purchase a casual booking within this 7 days prior to the event, the Client can



make an enquiry with the Club and a Club team member will communicate direct with the Client regarding the booking.

3. Hospitality Packages

- a) In consideration of the Total Amount paid by the Client, the Club will provide the Corporate Package to the Client.
- b) To reserve a Corporate Package, the Client must complete and sign this Agreement and return it to the Club.
- c) If the Club receives more than one Agreement from a prospective client applying for the same Corporate Package, the Club reserves the right to allocate the Corporate Package to one prospective client either:
 - i. on a “first in, first served” basis; or
 - ii. otherwise at the Club’s sole discretion.
- d) Corporate Packages are only secured and event tickets and passes dispensed to the Client upon the Club issuing a duly executed copy of this Agreement signed by the Club and the Client and the Client paying the Total Amount to the Club in accordance with the Payment Schedule.
- e) The Club reserves the right to cancel and revoke event tickets and passes if the Client is in default of the Payment Schedule or is otherwise in breach of this Agreement. The Client will not be entitled to a refund for seats within the Corporate Facilities that are unused at the Event.
- f) The Corporate Package will include admission to the Stadium during the Event and all other benefits as listed in the Corporate Package on the Booking Form.
- g) Tickets remain the property of the Club. The Client must take care of the tickets. They are not transferable or redeemable for cash.
- h) The Club does not accept any responsibility for tickets or passes that are lost, stolen or destroyed. The Client must immediately report any lost or stolen tickets or passes the Club.
- i) The Club reserves the right to charge the client a reasonable replacement fee for replacing lost or stolen passes.
- j) The Client’s guests must wear passes supplied to the Client at all times.

4. Permitted Use

- a) Re-sale of any partner benefits that comprise the Corporate Package is strictly prohibited.
- b) The Corporate Package must not be used for a prohibited commercial purpose without prior written approval from the Club. A prohibited commercial purpose is any activity with the intent to gain commercial advantage of any kind, including marketing, promotions, prizes or incentives, recruitment campaigns, public relations, brand promotion, market research or consumer data collection, fundraising or political or cause-related campaigns.
- c) Any Client found to be using the Corporate Package for a non-permitted purpose, or having granted a third party to use their membership for a non-permitted purpose, will have their membership immediately cancelled without offering a refund, and any future applications for membership refused.

5. Stadium Catering

- a) If a Client has a seasonal, multi-game or casual booking and they require any additional catering for an Event that is not included in the Corporate Package, the Client must order that catering directly from the Club. All catering is at the Client’s cost which must be paid in full prior to the Event.

- b) The Club or the Stadium reserves the right to remove any Client (and guests) from the Stadium, which is overdue on any payments to the Stadium in relation to any match day catering.

6. Code of Conduct

- a) The Club is committed to ensuring the enjoyment and safety of corporate patrons attending the Event.
- b) In order to achieve this, the Client is required to abide by the following conditions of the Club's Code of Conduct:
 - i. 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.
 - ii. The Client is responsible for the conduct of their guests at all times whilst at the Stadium and using the Corporate Facilities.
 - iii. The Client is responsible for the property and personal belongings of their guests at all times whilst at the Stadium and using the Corporate Facilities. The Club is not responsible in any way for any damage to, loss or theft of, that property or personal belongings.
 - iv. 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 anti-social manner in the Corporate Facilities or elsewhere in the Stadium.
 - v. 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.
 - vi. The Client must not alter, add to or damage the fixtures, fittings, appointments, furniture and equipment contained within the Corporate Facilities.
 - vii. A patron must not, at any time, abuse or harass an employee of the Club or the Stadium.
 - viii. No client, guest or visitor shall participate in illegal gambling on or near the Stadium.
 - ix. The Stadium is a no smoking venue.
- c) The Club and Stadium reserve the right to refuse admission, or remove any Client, guest or visitor from the Stadium at their sole discretion with no refund or appeal.

7. Marketing and Promotions

The Client must not use any intellectual property rights of the Club or the Stadium, such as names and logos for or in connection with the Event, the Club, the Stadium 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.

8. Changes

The Club reserves the rights to alter the Corporate Package, or any benefits that form part of the Corporate Package, at any time without prior notice. The Club will use its reasonable endeavours to offer a replacement benefit of comparable standard.

9. Cancellation

- a) By the Client: If the Client wish to cancel their tickets, please advise the Club in writing at least 10 Business Days before the Event. Cancellation of tickets inside the 10 Business Days will result in no refunds on tickets and the Club will charge the Client for all catering costs associated with the Event. Email corporate@newcastleknights.com.au or call the Club on 1300 465 644 for more information.
- b) By the Club: The Club may cancel par or all of an Event (in its absolute discretion) without notice, including if an event outside the Club's reasonable control occurs including fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, pandemic, government intervention, labour dispute, labour shortage, failure or delay in transportation and act or omission of any third person (including the NRL, subcontractors, customers or governments).

10. 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 this 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.

11. Indemnity

The Client agrees to indemnify the Club and its officers, agents, employees and representatives 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 Client or its officers, agents, employees and representatives) arising directly or indirectly as a result of, and all costs, charges or expenses incurred directly or indirectly as a result of:

- a) its use of the Stadium or the Corporate Facilities (including without limitation the acts or omissions of its guests or its representatives;
- b) any breach of this Agreement by the Client or its guests or representatives (including any warranties); or
- c) any claim, proceeding, suit, demand or action brought against the Club by the Client or a third party in connection with the Client's use of the Stadium or the Corporate Facilities.

12. Release

- a) 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 or on behalf of the Client.
- b) To the fullest extent permitted by law, the Client (and its guests) releases the Club from and against any loss, cost, claim, damage or expense incurred directly or indirectly in connection with:
 - i. any personal injury suffered by the Client (or its guests) whilst in attendance at the Stadium or the Corporate Facilities; and
 - ii. the loss, or theft of the property brought into the Stadium or Corporate Facilities by the Client (or its guests).

13. Image Release

- a) By signing this Agreement, the Client and its guests acknowledge and agree that the Club and its employees, licensees, agents and contractors may:
 - i. photograph, videotape or otherwise record the Client and its guests to produce photographic images, film recordings, sound recordings and other material incorporating a guest's appearance, likeness, voice, quotations, comments and name (**Images**); and
 - ii. use, reproduce, publish, broadcast, distribute, commercialise, adapt, modify, edit, sell, exhibit, store, dispose of, deal with or otherwise exploit in any media the Images or any part of the Images, for the purpose of the Club's marketing and promotional activities (**Image Rights**); and
 - iii. each attendee consents to the Images being taken by or on behalf of the Club and understands that they may be identifiable in those Images.
- b) Each attendee waives all rights (if any) to inspect or approve the Images or their use by the Club in exercising the Image Rights or control the use or disclosure of the Images.
- c) An attendee will not receive any financial payment or other compensation for the Images or Image Rights.
- d) Each attendee releases, discharges, and holds harmless, the Club from any and all liabilities, losses, damages, costs and expenses as a result of the Images and exercise of the Image Rights or use of the Images by any third party.
- e) If an attendee does not agree to the items set out in this clause 13, you must advise the Club by email to corporate@newcastleknights.com.au

14. 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.

15. Termination

- a) The Club may terminate this 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**).
- b) If the Club terminates the Agreement:
 - i. 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 Total Amount paid by the Client for the Corporate Package relating to hospitality services not already rendered by the Club (the **Refund**); and
 - ii. save for payment of the Refund by the Club only in the above circumstances, the Client acknowledges and agrees that the Club is immediately released from all of its obligations under this Agreement without any further liability to the Client on and from the Termination Date.

16. 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.

17. General

- a) 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 prior written consent.
- b) 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.
- c) 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.
- d) Nothing contained or implied in this Agreement constitutes or creates any partnership, agency or trust, and no party has any authority to bind another party in any way.
- e) 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.
- f) 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.
- g) This Agreement is governed by the law in force in New South Wales, Australia, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them determining any dispute.