

Membership Agreement (The fine print)



Dated the date set out in the Schedule

Parties

The member whose details are set out in the Schedule (“Member”) Treasury (WA) Pty Ltd (ACN 167 213 407) of Level 3, 338 Barker Road, Subiaco WA 6008 (“Mello House”)

Background

- A. Mello House intends to grant Memberships to certain persons of its choosing who pay the required Fees and comply with this Agreement including its attached Policies.
- B. In consideration for being a Member, the Member will make certain payments to Mello House.
- C. The object of the Premises known as Mello House is for Mello House to provide facilities and amenities similar to those of a club, run on commercial principles, for the purpose to facilitate dialogue between a diverse range of people with a common interest in the advancement of the Western Australian community.
- D. The parties wish to record their agreement in the terms and conditions set out in this Agreement.

Operative Provisions

1. Definitions and interpretation

1.1 Definitions

In this Agreement the following expressions have the following meanings, unless the context otherwise requires:

Business Day means any day which is not a Saturday, Sunday or public holiday in the State of Western Australia.

Commencement Date means the date on which Mello House grants the Member Membership.

Fees means the payments due to Mello House as set out in clause 4 pursuant to this Agreement.

Joining Fee means the initial Joining Fee set out in the Schedule to become a Member for the category of Membership.

Member means a person who is granted a Membership.

Membership includes a licence granted from time to time by Mello House or other nominee of Mello House to a person which gives that person the non-exclusive right to attend with others the Premises at specific times, and with other associated rights. Mello House will categorise Memberships into Life, Full, Young, Partner and Out of Town and such other categories as it sees fit.

Membership Year is initially the 12 month period from the Commencement Date and then each consecutive year after the first 12 months.

Partner means a spouse, defacto or partner of a Member living at the same address as the Member.

Payment Date means:

- (a) the date for payment of the Fee which is payable on the Commencement Date; and then
- (b) annually after that date; and
- (c) any other expenses or items purchased by the Member from Mello House or its nominees.

Policies means the Policy attached to this Agreement as amended from time to time.

Premises means the Mello House premises which will initially be situated at State Buildings, 1 Cathedral Avenue, Perth, Western Australia 6000 or such other premises as Mello House may provide from time to time.

Related Body Corporate has the same meaning as in the Corporations Act 2001.

Subscription Fee is an annual subscription fee set by Mello House from time to time with the initial Subscription Fee set out in the Schedule.

Termination Date means the date after the Commencement Date that the Member’s Membership terminates.

1.2 Interpretation

In this Agreement unless the context indicates a contrary intention:

- (a) headings are for convenience only and do not affect interpretation;
- (b) a reference to any party includes that party’s executors, administrators, successors, substitutes and assigns, including any person taking by way of novation; and
- (c) words importing the singular include the plural (and vice versa), words denoting a given gender include all other genders, and words denoting individuals include corporations (and vice versa).

1.3 Payment on non-Business Day

Where any payment which is to be made under this Agreement falls due on a day which is not a Business Day, the payment will be deemed to fall due on the next Business Day which follows that non-Business Day.

2. Membership

2.1 Membership Levels

Mello House reserves the right to alter the specific Membership Fees to Members generally in its sole discretion. Currently Mello House offers five levels of Memberships:

- (a) Full Member: to people thirty six years of age or above on 1st January in any given year;
- (b) Young Member: to people thirty five years of age or younger on 1st January in any given year;
- (c) Out of Town Member: primary residential address must be greater than 100km from the Premises;
- (d) Life Member: upon request, may be of any age.
- (e) Partner Member: any person being a Partner residing at the same residential address as a Member in another category in this clause 2.1.
- (f) Honorary Members: any person invited by Mello House to be an Honorary Member due to the person being a distinguished Member of the community or for such other service to Mello House as Mello House sees fit.

2.2 Benefits

Mello House and the Member agree that as from the Commencement Date and upon payment of the Fee to Mello House by the Member, the Member will be entitled to the benefits of Membership which will include (without limitation) the following:

- (a) the right to attend Mello House’s Premises at the times set out in the attached Policies; and
- (b) equivalent ancillary rights, privileges or special offers offered by Mello House with membership packages from time to time which, at the date of this Agreement, include:
 - (i) the Member receiving a membership pack, which will include a Membership card and current Membership information; and
 - (ii) the specific benefits associated with each category of Membership as advised by Mello House from time to time. The benefits that apply at the date of this Agreement can be found in the Membership Benefits Guide provided with the Membership Pack. Mello House reserves the right to alter the specific benefits available to Members generally or to any category of Membership, from time to time in its sole discretion.

2.3 Transferability and assignment

Mello House and the Member agree that the Member may not assign his or her Membership to any person at any time.

2.4 Right to refuse entry

The Member acknowledges that Mello House has the right to refuse access or entry to any person to any of its Premises or venues, including, without limitation, for misconduct or failure to comply with the terms and conditions of this Agreement, including the Policies.

2.5 Duration

The initial duration of the Membership is one (1) year from the Commencement Date and is then renewable pursuant to clause 6.

2.6 Terms and conditions

The Member agrees and acknowledges that the Member’s Membership will be subject to the terms and conditions of this Agreement, including the General Policies.

3. Right to grant Memberships

3.1 Grant of memberships

The Member acknowledges that Mello House (or Mello House’s nominee) have the right to provide as many Memberships as it sees fit.

3.2 Termination rights by Mello House

The Member acknowledges that Mello House has the right:

- (a) in any circumstances to prematurely terminate a Membership; or
- (b) terminate all Memberships of Mello House. In the event that all Memberships are prematurely terminated by Mello House then Mello House agrees that Mello House will repay the proportionate Subscription Fee for the balance of the Membership Year to the Member.

4. Fees and Payments to the Mello House

Initial payment

4.1 The Member will pay to Mello House the Fees including the initial Joining Fee and initial Annual Subscription Fee being the amounts set out in the Schedule.

4.2 The Member must pay Mello House the amount set by Mello House annually as the Subscription Fee for that category provided that the Member can terminate their Membership if they are unwilling to pay the new amount of any Subscription Fee set by the Mello House, by giving written notice before the due date for payment. Mello House may immediately terminate the Membership if the Member does not pay by the due date for payment.

4.3 The initial Joining Fee must be paid in full before the Commencement Date. The annual Subscription Fee for each of the various categories can be payable annually in advance or by equal instalments in advance, quarterly or monthly, as elected by the Member.

4.4 Mello House may charge an additional administration fee or surcharge for collection of Fees other than by Direct Debit.

4.5 If a Member for any reason ceases to be a Member, except in the case of the member’s death or the circumstances set out in clause 3.2(b), before the whole of the Annual Subscription Fee for the current year has been paid, then the unpaid balance becomes payable, or if paid in full, the Member is not entitled to be reimbursed for any part of that annual Subscription Fee.

4.6 Mello House however, may, at its discretion, waive or reduce the annual Subscription Fee of any Member or former Member.

4.7 A Member that is for a period of no less than 3 months residing interstate or overseas may apply in writing to Mello House’s Manager to place a temporary hold on their Membership for a period of no greater than 12 months. During this time, no additional periodic payments are to be made until the date of the Members’ return, beyond the collection of any outstanding balance owing at the time of their departure which become immediately payable. Any Member not returning within 12 months of placing their Membership on hold may have their Membership terminated.

4.8 In the event of a former Member applying to rejoin Mello House may waive the Joining Fee and may apply only the current Annual Subscription Fee applicable.

4.9 The current rates of subscription for each of the various categories of Membership will be available upon request from Mello House’s Manager.

4.10 If a Member fails to pay any amount due to Mello House within 30 calendar days from the due date for payment, then Mello House has the right to suspend or terminate the Membership.

5. Payment Procedures for Charges

5.1 Each Member will be provided with a personal account for the settling of food, beverage and other charges incurred within the Premises or outlets within the State Buildings where a charge back privilege is extended to Members.

5.2 Mello House will keep a record of all purchases made by the Member.

5.3 Member’s accounts will be subject to a credit limit which will be determined by Mello House and may be subject to change at any time. Credit Limit details will be advised by Mello House.

5.4 Upon the completion of each calendar month, the Member will receive a statement of their account, setting out the purchases and the balance of their account (“Statement”).

5.5 Within 7 days of the Statement being issued to the Member, Mello House will process the necessary payment either by direct debit or credit card payment as nominated by the Member at the commencement of Membership or renewal year in order to bring the balance of their account to zero.

5.6 The Member will be immediately notified of any failed payments at which time the Member must take all necessary steps to rectify the failed payment or immediately provide an alternate method of payment. Any further failure to pay, may result in termination of the Membership and any amount due on the Members account including any portion of the whole of the Annual Subscription Fee for the current year that remains unpaid will become immediately payable.

5.7 Mello House may cancel a Member’s personal account at any time, in its sole discretion, by providing 30 days written notice to the Member.

6. Renewals

6.1 Renewal dates occur annually from the Commencement Date.

6.2 Renewals are not automatic and are reviewed annually by Mello House. Mello House’s decision is final and may not be appealed. No reason for a terminated Membership is required to be given.

6.3 If a Member fails to pay any amount due to Mello House within 30 days from the due date for payment, then Mello House will reserve the right to suspend or terminate the Membership.

7. Resignation, Suspension & Termination

7.1 A Member may resign their Membership at any time by letter or email delivered to Mello House’s Manager at the Premises.

7.2 Mello House may terminate the Membership of any Member if:

- (a) in the view of Mello House, the Member has breached this Agreement or any of the Policies;
- (b) at the end of the Membership Year, it decides, in its sole discretion, not to renew the Membership;
- (c) it is satisfied that the Member has engaged in any conduct that would adversely affect the reputation of Mello House; or
- (d) the Member engages in dishonest or criminal conduct of any kind.

7.3 Nothing in this Agreement prevents Mello House’s Manager, from requesting a Member to resign and if such a request is complied with by the Member within 14 days of the request, then no expulsion will proceed.

7.4 Upon resignation or termination, the Member forfeits all the privileges of Membership without claim for any refund of Fees and the Member becomes liable for any amount due on the Members account and any portion of the Fees for the current year that remains unpaid will become immediately payable.

8. Death or Partners of Members ceasing to be Partners

8.1 All Memberships terminate upon the death of the Member. No further Fees are payable after the death of the Member has been notified except for purchases incurred before death.

8.2 Any Partner Member who ceases to be a Partner of the Member that entitled them initially to be a Partner Member, must apply to be a Member under another category and pay the Fees relevant to that category.

9. Policies

9.1 Mello House may make Policies for the regulation and management of the Premises and Membership and may amend or revoke any Policy so made but no Policy will be inconsistent with this Agreement.

10. Alteration of Agreement

10.1 This Agreement may be revoked, supplemented or altered by Mello House at any time by giving notice to the Member, but in doing so, if a Member is dissatisfied with the revocation, supplement or alternation the Member may terminate their Membership without penalty but must pay all outstanding amounts up to that time.

10.2 Members will be notified by written notice 14 days prior to any such changes taking affect.

11. Discontinuance of Memberships

11.1 In the event that Mello House discontinues all Memberships, then Members have no right to, or claim upon, any property of the Mello House.

12. Liability

To the extent permitted by law:

- 12.1 Mello House excludes all liability to Members arising out of or in connection with participation in this Agreement or use of the Premises, or any purchases or on any account whatsoever;
- 12.2 any implied warranties, including any warranties implied under statute, are excluded;
- 12.3 Mello House limits its liability to the Member, in respect of any claim, however it arises, whether in breach of contract, in tort (including negligence) or under statute, to the monetary value of the Fees paid by the Member at the time the claim is made against Mello House; and
- 12.4 Mello House excludes all liability to the Member for any consequential or indirect loss or damage, or for any loss of income, revenue or goodwill, however it arises.

13. Notices

Any notice or other communication which must be given, served or made under or in connection with this Agreement must be in writing in order to be valid and will be deemed to be served, given or made:

- (a) (in the case of prepaid post) on the second Business Day after the date of posting to the party at their address set out in this Agreement;
- (b) (in the case of facsimile or email) on receipt of a transmission report or email read receipt confirming successful transmission; and
- (c) (in the case of delivery by hand) on delivery to the party at their address set out in this Agreement.

14. General

14.1 Governing law

This Agreement is governed by and is to be construed according to the laws of Western Australia. The parties submit unconditionally to the non-exclusive jurisdiction of the courts of Western Australia and courts with jurisdiction to hear appeals therefrom.

14.2 Amendments

This Agreement may not be modified, amended or otherwise varied except by a document in writing signed by or on behalf of each of the parties.

14.3 Waiver

No waiver or indulgence by any party to this Agreement is binding on the parties unless it is in writing. No waiver of one breach of any term or condition of this Agreement will operate as a waiver of another breach of the same or any other term or condition of this Agreement.

14.4 Assignment or novation

- (a) The Member agrees that Mello House may assign or novate any or all of the Mello House's rights or obligations under this Agreement to any Related Body Corporate, or to any other person without the prior written consent of the Member provided that the assignment or novation is to an entity that can reasonably comply with Mello House's obligations under this Agreement.
- (b) The Member may not assign or novate any or all of its rights or obligations under this Agreement.

14.5 Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together constitute one and the same document.

14.6 Expenses

Each party will be responsible for all costs and expenses incurred by that party in connection with the preparation, execution and enforcement of this Agreement, and any subsequent consent, agreement, approval, waiver or amendment to this Agreement.

Executed as an agreement

Executed by Treasury (WA) Pty Ltd by its directors pursuant to section 127 of the Corporations Act 2001

DIRECTOR _____

DIRECTOR/SECRETARY _____

MEMBER

NAME _____ SIGNATURE _____

Executed by the Member in the presence of:

WITNESS

NAME _____ SIGNATURE _____