

## TERMS AND CONDITIONS

---

### 1. OVERVIEW

This Agreement consists of the Party Details and Signatures, the Agreement Details, these Terms and Conditions and the Terms of Use published on our Website.

Through the Website, we provide information about clubs, venues and other advertisers, including special events, and offer discount or promotional vouchers for use with these advertisers as well as job advertisements. We may also provide other services from time to time.

We agree to provide you with membership to the Website, and you accept the membership, on the terms of this Agreement.

### 2. MEMBERSHIP ENTITLEMENTS AND FEES

We will provide you with the Membership Entitlements in consideration for payment of the Fees. We reserve the right to vary the Membership Entitlements and Fees at any time by giving you at least 30 days notice in writing.

### 3. YOUR OBLIGATIONS

You must:

- 3.1 provide Discount Terms for inclusion in vouchers to be printed from the Website;
- 3.2 ensure that the Discount Terms and any Member Content complies with your warranties in clause 4 of these Terms and Conditions;
- 3.3 consult with us about the Discount Terms as soon as reasonably practicable after we ask you to do so (and in any case within 3 days);
- 3.4 give us at least 3 business days notice of any change to the Discount Terms if you require us to update them on the Website;
- 3.5 comply with all applicable laws (including in the case where you are a Club, all laws relating to Clubs).

You must honour the voucher and the Discount Terms unless you reasonably believe that:

- 3.6 a voucher is invalid because it has been printed in error, falsified, or is being used incorrectly. It is your responsibility to determine, on presentation, whether the voucher is valid;
- 3.7 the person presenting the voucher has not abided by the rules and regulations of your Club or venue.

We may, in our absolute discretion, immediately withdraw, suspend or refuse publication of the Discount Terms or Member Content if we consider that they are unlawful, do not provide a genuine benefit to the User or are inappropriate for any other reason. In such a case, we will advise you as soon as reasonably practicable.

You acknowledge that;

- 3.8 in relation to the Discount Terms, while we may make suggestions, they are published by you on a commercial basis as finally determined at your sole discretion and without reliance on any statement made by us (or our officers, employees and agents);
- 3.9 in relation to any Job Advertisements, we do not vet information provided by candidates and we are not responsible for Losses you may incur by relying on the information.

### 4. MEMBER CONTENT

By submitting Member Content to us, you grant us a non-exclusive licence, during the term of your membership, to use the Member Content throughout the world: (a) on the Website and (b) for the purposes of promoting the Website in any media without restriction and free of charge.

You warrant in relation to the Member Content you submit that at all times during the Agreement Period it will be accurate and up to date and will;

- 4.1 not be defamatory, offensive or abusive or infringe any third party's intellectual property rights or other rights;
- 4.2 comply with the *Privacy Act 1988* (Cth) including the National Privacy Principles;
- 4.3 comply with the *Trade Practises Act 1974* (Cth) including but not limited to s.53B which requires that advertisers that are companies not mislead persons seeking employment as to the availability, nature, terms or conditions or, any other matter relating to the employment opportunity being offered;
- 4.4 be true, correct and not misleading or deceptive and comply with *Fair Trading Acts* in all applicable States and Territories and any other applicable laws.

## TERMS AND CONDITIONS (CONT'D)

---

### 5. TERM OF MEMBERSHIP

This Agreement starts when both parties agree to it or we first make the Membership Entitlements available to you and will continue unless properly terminated earlier in accordance with this Agreement.

### 6. TERMINATION OF THIS AGREEMENT

We can immediately terminate or suspend your membership and this Agreement at any time by notice in writing to you. You will be entitled to a pro rata refund or credit for any Fees you have paid in advance unless we terminate your membership because you have breached any term or warranty of this Agreement.

Failure to pay the Fees may result in your membership being suspended until payment is received.

You may terminate your membership and this Agreement:

- 6.1 by giving us at least 30 days notice in writing that you wish to end the Agreement at the end of the Minimum Agreement Period or at any later time;
- 6.2 by prior notice in writing to us with effect from the date of variation if we notify you that we intend to vary the Membership Entitlements and Fees; or
- 6.3 immediately at any time if we breach a material term of this Agreement and fail to rectify the breach after receiving a notice in writing from you requiring us to rectify the breach within 30 days.

Termination of this Agreement by either party will not affect any rights granted under this Agreement or the parties' accrued rights

### 7. INDEMNITY

You must continually indemnify us against any claim or proceeding that is made, threatened or commenced, and any Loss (including legal costs on a full indemnity basis) we incur or suffer, as a direct or indirect result of a breach by you of a term or warranty in this Agreement or anything you may do or fail to do in relation to a User or other third party. You must also indemnify our employees, agents and contractors on the same terms.

### 8. LIMITATION ON LIABILITY

To the maximum extent permitted by law, we provide you with the Membership Entitlements on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect.

We do not exclude any rights and remedies available to you under the *Trade Practices Act (Cth)* or any similar state or territory legislation that cannot be excluded, restricted or modified. Our liability for any breach in relation to our supply of the Membership Entitlements or any other services to you is limited, at our option, to supply of the services again or payment of the cost of supplying the services again.

You expressly agree and understand that in no circumstances will we be liable to you for Losses howsoever arising including, without limitation, any Losses which result from; any act or omission by us, the use of or access to the Website, any error, interruption or non-availability of the Website or our services due to down time of the server or any other reason, unauthorised access to or alterations of your transmissions including the Member Content or any other data or statements or conduct of any third party on the Website.

Subject to the above, our liability to you for any cause whatsoever, regardless of the form of action, will at all times be limited to the amount of Fees you pay us during the Minimum Agreement Term.

### 9. GST

Terms which are defined or have a special meaning in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (**GST Act**) have the same meaning in this document, when used in relation to GST, unless indicated to the contrary. The parties must comply with the GST Act.

If a party is required to pay any consideration by way of an indemnity, reimbursement or contribution to a cost, expense or liability incurred by another party, the calculation of the consideration must be reduced by the amount of any input tax credit entitlement that would reduce the cost, expense or liability.

### 10. NOTICES

A notice given under this Agreement must be in writing and will be treated as properly served if sent to a party's address or fax number stated in the Party Details. A party may notify the other party of a change to that address or fax number.

## TERMS AND CONDITIONS (CONT'D)

---

### 11. CREDIT REPORTING

You acknowledge that we may give a credit reporting agency personal information about you for the purposes of obtaining a report about your consumer or commercial credit worthiness and for the purposes of collecting any overdue payments.

### 12. GENERAL

Your Membership Entitlements are non-exclusive.

12.1 You must not assign your rights and obligations under this Agreement without our consent in writing. We may assign or novate our rights and obligations under this Agreement by notice in writing to you at any time

12.2 This Agreement and our Website content contains the entire understanding between the parties regarding the subject matter it deals with. We may vary this Agreement from time to time by publishing an amended version on the Website.

12.3 The laws of New South Wales govern this Agreement. The parties submit to the exclusive jurisdiction of its courts.

12.4 In this Agreement, a reference to a person includes a firm, partnership, joint venture, association, corporation or other corporate body; and includes the legal personal representatives, successors and assigns of that person.

12.5 If any provision of this Agreement is held to be invalid or unenforceable for any reason, it will be taken to be removed and will not affect the rest of this Agreement.

### 13. DEFINITIONS

In this Agreement:

**Club** refers to a registered club or provider of entertainment facilities as classified in the *Registered Clubs Act NSW 1976* and the *Registered Clubs Regulations NSW 1990*.

**Discount Terms** includes the terms and conditions which apply to any discount voucher.

**Fees** means the fees specified in the Agreement Details and on the Website.

**Loss** includes any indirect, special and/or consequential loss, liability, damage, cost or expense.

**Member Content** includes any job or other advertisements, vouchers, descriptions of your organisation or other content you submit to us for publication on the Website.

**Membership Entitlements** means your entitlements as specified in the Agreement Details and as varied by us in accordance with these Terms and Conditions.

**Minimum Agreement Period** means the minimum period of this Agreement as set out in the Agreement Details.

**User** means a person who uses, or obtains rights through a person who uses, the Website.

**We, Our** and **Us** refers to Day Turner Enterprises Pty Ltd ABN 18 121 496 606 trading as Sensational Hospitality Solutions.

**Website** means the Internet site(s) located at [www.clubsational.com.au](http://www.clubsational.com.au) and [www.clubsational.com](http://www.clubsational.com) including myClub and any other pages at these url's.

**You and Your** refers to the party named in the "Your details" section of the Party Details.