



Northernners Membership Terms and Conditions

1. **CONTRACT FORMATION** - a contract arises between the Northernners Inc ABN 17 093 868 544 (**Northernners**) and each member (**you**) once your application for membership has been submitted (either on the Northernners website located at www.northernners.com.au) (**Site**) or by any other means) and the Northernners Committee has accepted your application. A membership to the Northernners will also provide you with a membership to the North Melbourne Football Club Limited (**NMFC**) and accordingly you must also abide by its membership terms and conditions available at www.kangaroos.com.au. Your membership is subject to the terms of these terms and conditions, the Northernners privacy policy on the Site, the terms and conditions of use of the Site and any additional terms set out in the membership packages or application (**Contract**). If you do not agree to the terms of the Contract, you must not subscribe to be a member of the Northernners.

2. **ACCEPTANCE BY THE NORTHERNERS COMMITTEE OF THIS CONTRACT** If there is any conflict between what is set out in this Contract and anything you have been told by a member of the Northernners Committee or the NMFC (or their employees, agents or contractors) over the telephone, the terms in this Contract will prevail. Failure by the Northernners to enforce any of our rights at any time for any period will not be construed as a waiver of those rights.

3. **MEMBER ETIQUETTE** - You must comply with the Rules of Association of the Northernners at all times and you agreed to be bound by those Rules. You must ensure you read, understand and abide by the Rules (a copy of which is available on the Site or on request to admin@northernners.com.au).

4. **MEMBERSHIP ENTITLEMENTS** - Memberships are non-assignable, non-transferable and non-refundable unless otherwise permitted in by this Contract (or any applicable law).

5. **MINIMUM AGE** - Adult membership is limited to persons who are at least 15 years of age as at 1 January 2010. All junior members of the Northernners who are less than 15 years of age must be supervised by an adult member when attending any functions of the Northernners or the NMFC and must be "Junior Northernner" members unless otherwise agreed by the Northernners Committee. You will be responsible for the safety and care of any junior members or children that attend Northernners functions with you (or your guests) and will be responsible for ensuring appropriate behaviour is exhibited at all times.

6. **MEMBERSHIP CARDS** - You will be issued with an agreed number of NMFC membership cards (as set out in your package entitlements) when joining the Northernners. You must not loan your membership cards or permit their use by anyone other than you. If your membership card is lost or mislaid, we will arrange for a replacement card to be issued to you at a nominal charge (which will be the amount charged by the NMFC to replace that card).

7. **CONSEQUENCES OF MISCONDUCT** - We reserve the right to refuse entry to any person, including members to game day or other events hosted by the Northernners for serious inappropriate behaviour.

8. **PAYMENT OF SUBSCRIPTION FEES** - All memberships are to be paid in full when you subscribe to the Northernners. A merchant service fee of 3.5% is applicable to payments made from American Express and Diners Club International credit card accounts. If any instalments are not paid on the due date, you agree that we may debit your nominated credit/debit account (as provided on your application form) with the total amount due without further notice to you (including any late fees prescribed by section 11). We will use reasonable endeavours to give written notice to the most current email address you have supplied at least 3 days prior to this occurring. Notice may also be given via telephone or face to face. Please note: should we debit an account where we have no authority, we agree to refund these debits plus any overdrawn charges proven you. Additional terms and conditions apply to direct debit arrangements, as set out in any direct debit request service agreement between you and the Northernners.

9. **MONEY OUTSTANDING/NO ACCOUNT DETAILS** - If any amount payable for your membership, a function (of the Northernners or NMFC) or otherwise, is not paid on the due date, access to all Northernner and NMFC functions (and associated AFL matches, if applicable) will be suspended until such time as payments are up to date. Late fees of up to \$35.00 per transaction, as outlined by your relevant bank, and recovery costs of up to \$50 may also be charged. Any monies outstanding for other activities conducted by the Northernners or the NMFC may be automatically deducted from the supplied account/credit card details if not paid.

10. **CANCELLATION/TERMINATION** - Your membership will be for a period of 12 months and can cannot be cancelled or terminated within that term. If you

purport to cancel or terminate within that period, you acknowledge that any amounts paid on your membership are non-refundable.

11. **CHANGE OF DETAILS** - You must keep the Northernners informed of any change of address, email address, contact numbers, bank account and credit card details for payment and any other information relevant to your membership that is reasonably requested by the Northernners Committee from time to time.

12. **RESPONSIBILITY FOR DAMAGE** - You are responsible for any damage which you or your guests may cause to at any Northernners function, if such damage is caused by your (or their) wilful act or negligence.

13. **UNENFORCEABLE CLAUSES** - Where a provision is deemed to be invalid or unenforceable by the courts the provisions will be deleted from the Contract but such deletion will not affect the validity and enforceability of the remaining provisions.

14. **WARRANTIES** - The Northernners makes no representations or warranties of any kind, express or implied as to the operation of the membership. You expressly agree that your use of the Northernners membership is entirely at your sole risk. However, nothing in this Contract excludes, restricts or modifies any condition, warranty, right or remedy conferred on a party by the *Trade Practices Act 1974 (Cth)* or any other applicable law that cannot be excluded, restricted or modified by agreement. To the fullest extent permitted by law, the Northernners disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose or warranties concerning accuracy, currency or completeness. The Northernners will not be liable for any damages of any kind arising from the use of your membership or attendance at functions run by the Northernners or the NMFC.

15. **LIMITATION OF LIABILITY** - The maximum aggregate liability of the Northernners for all proven losses, damages and claims arising out of this Contract, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to an aggregate of all claims of \$100. Where the Northernners' liability cannot be excluded under any law, the Northernners' liability will be limited to, at its discretion, either re-supplying the membership to you or paying you the cost of re-supplying the membership to you. Notwithstanding any other clause, the Northernners is not liable to you or to any other person for any losses or damages of any kind caused by or resulting from any wrongful, wilful or negligent act or omission by any person or any direct or indirect lost profit or revenue, exemplary damages, deletion or corruption of electronically or digitally stored information, or without limiting the foregoing, any indirect or consequential loss or damage howsoever described or claimed. You release the Northernners and the Northernners Committee from any loss or claim which you might otherwise have against the Northernners or the Northernners Committee for any:

(a) injury or loss suffered by any person, regardless of the cause;
(b) damage or theft to or loss of your property, regardless of the cause; or
(c) damage or theft to, or loss of, any property, regardless of the cause,
for any reason relating to use of your membership or attendance at functions run by the Northernners or the NMFC. Further, you agree to indemnify the Northernners and the Northernners Committee in respect of all losses, claims and damages that may be brought against the Northernners or the Northernners Committee as a direct or indirect result of your use of your membership or attendance at functions run by the Northernners or the NMFC.

16. **VARYING CONTRACT** - The Northernners reserves the right to change this Contract at any time and will post a notice on the Site giving notice of any change of the terms of this Contract. Any subsequent access to, or use of the entitlements of your membership following the change will constitute an acceptance of those changes.

17. **WAIVER** - The failure of the Northernners to insist upon a strict performance of any of this Contract will not be deemed a waiver of any subsequent breach or default or subsequent breach of default of this Contract.

18. **SEVERANCE** - Each provision of this Contract is severable from the others and no severance of a provision will affect any other provision.

19. **ENFORCEMENT** - Related parties of the Northernners (including NMFC) may enforce this Contract in accordance with the Northernners' rights and obligations under this Contract.

20. **GOVERNING LAW** - This Contract is governed by the law in force in Victoria, and the parties submit to the exclusive jurisdiction of the courts in Victoria.