

AMA CLUBS MEMBERSHIP AGREEMENT

Schedule

AMA Clubs	AMA Operations Pty Ltd Trading as AMA Clubs and AMA Membership ABN 90 137 189 998 PO Box 6421 Yatala DC QLD 4207 Email: membership@amaclubs.com.au
Member's Details	As detailed within the online full membership application or the paper temporary membership application.
Member Benefits	To purchase a sport license from the Australian Motorcycle Association Ltd or the Australian Motorsport Association (the AMA) or to purchase a recreation licence from the Australian Motorcyclist Association Ltd or the Australian Motorist Association Ltd (the AMA) and participate in the activities and events advertised by them, or the Divisions, Groups, Branches and Promoters of the Association of Motorcycle and Automobile Clubs Ltd; and To receive event information, event invitations and participation opportunities through the AMA online media outlets, to receive product and service discounts as provided by the AMA Clubs partner organisations and to receive other benefits and services as offered by the AMA Clubs from time to time.
Fees	Financial/ Full Membership means membership is purchased for a specified period of 1 year. Solo and Family Membership is a Full/ Financial Membership. Temporary/ One Event Membership means membership is purchased for the duration of a specified AMA event only. Solo Membership Fees: 1 year = \$50 ex GST. Family* Membership Fees: 1 year = \$100 ex GST. Temporary Membership Fees: Solo Non Competitive = \$10, Family* Non Competitive = \$20, Solo Competitive = \$20, Family* Competitive = \$40. All Temporary Membership Fees include GST. * A Family includes all persons as detailed on the primary applicant's Medicare card, plus any other persons under 18 years of age, which the primary applicant may be the guardian of.
Payment Method	Payment for Full Membership may be made online by PayPal or eWay account or with Visa/ Mastercard using the PayPal or eWay payment gateways via the AMA Clubs website. Payment for Temporary Membership may also be made online or by cash and deposited directly to the AMA Clubs bank account.
Commencement Date	The date the AMA Clubs receives an electronic or physical signed copy of this Agreement and payment of the Fees, whichever is the later.

Acknowledgement and Agreement

This is an important document and you should read it carefully before signing it. Upon signing this membership application form, you acknowledge that you have read, understood and agree to be bound by this Membership Agreement.

You covenant and warrant that you are either 18 years of age or older or that you have agreed to this Membership Agreement as the parent(s) or legal guardian(s) of an applicant under 18 years of age.

Note if the applicant is under 18 years of age these terms and conditions must be agreed by the applicant's parent(s) or guardian(s).

In consideration of my application for membership being accepted I acknowledge and agree to the following:

Terms

1 Member Benefits

1.1 Membership entitles You to access the Member Benefits in accordance with these Terms.

2 Fees

Fees

- 2.1 You will pay the Fees when due as set out in the Schedule.
- 2.2 If you do not make any payment when it is due, your right to access the Member Benefits may be suspended until such time as all outstanding amounts have been paid.
- 2.3 The Fees may be increased, and the AMA Clubs will make all reasonable efforts to tell You of any changes to the Fees.

3 Term and termination

Term

3.1 These Terms commence on the Commencement Date and continue until terminated in accordance with this clause 3.

Termination by AMA Clubs

- 3.2 AMA Clubs may terminate this agreement by written notice to You, if You breach a term or condition of these Terms and fails to remedy that breach within 14 days of receiving notice from AMA Clubs requiring You to do so, and the termination will take effect from the date stated in the notice.
- 3.3 Subject to clause 3.2, AMA Clubs may terminate this agreement at any time by giving at least two weeks' written notice to You.

Termination by You

3.4 You may terminate this agreement by written notice to AMA Clubs any time:

- (a) during the Cooling Off Period;
- (b) due to permanent sickness or physical incapacity; or
- (c) unforeseen circumstances beyond Your control.

[Refunds]

- 3.5 If you terminate this agreement in accordance with clause 3.4 You may obtain a refund of Fees, subject to clause 3.6 and 3.7.
- 3.6 AMA Clubs may request evidence to verify the reason for termination and refund.
- 3.7 AMA Clubs will:
- (a) pay You any refunded Fees within 21 days of written notice of termination under clause 3.4;
 - (b) retain the costs of provision of any membership service supplied to You before the date of termination; and
 - (c) retain 10 percent of the Fees but not exceeding \$75 for administration costs.

4 Your obligations

- 4.1 You agree:
- (a) to comply with the Rules;
 - (b) to disclose to AMA Clubs any health conditions which could result in injury or loss of life from accessing or participating in the Member Benefits;
 - (c) not to participate in any activity or event forming part of the Member Benefits if suffering from any illness, diseases, injury or condition that could be a risk to other members and/or AMA Club's staff/s health and/or safety.

- 4.2 You warrant that You do not suffer from, or have not suffered from in the past, any health condition which could result in injury or loss of life from accessing or participating in the Members Benefits.

5 Access and security

- 5.1 When using any premises or facilities for the purposes of accessing Member Benefits, You must comply with all policies, procedures and rules, including those relating to security and to workplace health and safety in effect at the premises or in regard to the facilities advised by AMA Clubs and/or the owner/operator of those premises or facilities.

6 Confidential Information & Privacy

- 6.1 AMA Clubs will keep any information (including Your account details) confidential. AMA Clubs will make reasonable efforts to keep any such information that we have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 6.2 AMA Clubs will only disclose information that we have about you:
- (a) to the extent specifically required by law
 - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim)

7 Insurance and indemnity

Insurance

- 7.1 AMA Clubs will maintain, at all times during the Term the following insurance policies:
- (a) public liability insurance to the value of no less than \$10,000,000 for any one event and appropriate for the provision of the Services;
 - (b) if required by law, workers compensation insurance;
 - (c) any other insurance policy that AMA Clubs considers (in its discretion) appropriate.

Indemnity

- 7.2 Without limiting or excluding any rights You may have under any applicable laws, You will at all times indemnify and keep indemnified AMA Clubs, including its directors, officers, employees and agents ("the Indemnified Parties"), from and against any loss or liability incurred (including legal costs and expenses on a full indemnity basis) suffered by the Indemnified Parties arising from any claim, demand, suit, action or proceeding by You and/or any person through You, where such loss or liability arises out of, or in connection with, any act or omission by the Indemnified Parties and/or any act or omission of You and/or our breach of these Terms.

8 Limitation of Liability

- 8.1 Your participation in any activity or event forming part of the Membership Benefits is wholly at your own risk.
- 8.2 In no event will AMA Clubs or its agents or employees or contractors, be liable to you or anyone else for any injury or death or loss including any consequential, special or similar damages, even if AMA Clubs are advised of the possibility of such damages occurring from Your participation in any activity or event forming part of the Membership Benefits.
- 8.3 In addition, and separate to the matters stated in clauses 8.1 to 8.2, in no event will AMA Clubs or its agents or employees contractors, be liable:
- (a) for any physical or mental personal injury (including the aggravation, acceleration or recurrence of such an injury) to You or death as a result from Your participation in any activity or event forming part of the Membership Benefits;
 - (b) whether under tort (including negligence), contract or under statute (including under the Australian Consumer Law) including if caused by the negligence of the AMA or its agents or employees or contractors, unless due to the reckless conduct of the AMA or its agents or employees or contractors within the meaning of Section 139A of the *Competition and Consumer Act 2010* (Cth).

9 Other Services

- 9.1 There may be other services, activities or events, offered at by contractors, licensees and others which are offered separately and/or in

addition to the Member Benefits.

- 9.2 You will need to pay applicable fees directly to the providers of such services and agree to separate terms and conditions.
- 9.3 AMA Clubs are not responsible for these third party provided services including fees or any associated costs claims or refunds.

10 Consent to use Your image

- 10.1 You understand that photos, films, videos or audio recordings are sometimes taken of persons participating in activities or events for promotional purposes. You agree to allow your image, recording or likeness to be used for any legitimate purpose by AMA Clubs.

11 Force majeure

- 11.1 Neither party will be:
- (a) in breach of these Terms as a result of;
 - (b) liable for,
- any failure or delay in the performance of its obligations under these Terms to the extent that such failure or delay is wholly or partially caused, directly or indirectly, by a Force Majeure Event.

12 Changes to Terms and Complaints

- 12.1 AMA Clubs may make changes to these Terms and will make reasonable efforts to tell You of any change in advance and when it will take effect.
- 12.2 If You have a complaint, please contact AMA Clubs in writing.

13 General

- 13.1 The laws of Queensland, Australia govern these Terms.
- 13.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.
- 13.3 Where AMA Clubs may exercise any right or discretion or make any decision under these Terms, AMA Clubs may do so in its absolute discretion, conditionally or unconditionally, and without being required to give reasons or act

reasonably. This clause applies unless these Terms expressly requires otherwise.

- 13.4 A clause or part of a clause of these Terms that is illegal or unenforceable may be severed from these Terms and the remaining clauses or parts of the clause of these Terms continue in force.
- 13.5 To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, is withdrawn and has no effect except to the extent expressly set out or incorporated by reference in these Terms.
- 13.6 Each party acknowledges and agrees that, except as specified in these Terms, it does not rely on any prior conduct or representation by the other party in entering into these Terms.
- 13.7 The failure of a party to require full or partial performance of a provision of these Terms does not affect the right of that party to require performance subsequently.
- 13.8 A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- 13.9 A right under these Terms may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver.

14 Definitions and interpretations

Definitions

In these Terms:

Commencement Date means the commencement date specified in the Schedule.

Cooling Off Period is 2 days, starting on the Commencement Date and ending at 5pm on the final (2nd) day of the cooling off period.

Fees means the fees specified in the Schedule.

Force Majeure Event means any occurrence or omission outside a party's control and includes:

- (a) a physical natural disaster including fire, flood, lightning or earthquake;
- (b) war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency

- (whether in fact or in law) or declaration of martial law;
- (c) epidemic or quarantine restriction;
- (d) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel;
- (e) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any Government Agency;
- (f) law taking effect after the date of these Terms; and
- (g) strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors.

You, Your means the member named in the Schedule.

Government Agency means:

- (a) a government or government department or other body;
- (b) a government, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

Member Benefits means the benefits, activities or events specified in the Schedule.

Rules any policies, procedures and rules as advised by AMA Clubs and/or (without limitation), the Australian Motor Association Ltd, the Australian Motorist Association Inc, the Australian Motorcycle Association Inc, the Australian Motorsport Association Ltd, the Association of Motorcycle and Automobile Clubs Ltd (the AMA), and their divisions, groups, subsidiary/ child companies and promoters that apply to any activities or events provided as part of the Member Benefits.

Interpretation

In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;

- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexures;
- (e) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as notated, altered or replaced from time to time;
- (f) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (g) a reference to any legislation or statutory instrument or regulation is construed in accordance with the Acts Interpretation Act 1901 (Cth) or the equivalent State legislation, as applicable;
- (h) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency;
- (i) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
- (j) a reference to a party includes its executors, administrators, successors and permitted assigns.

