



PERTH GLORY ACADEMY

PERTH GLORY FC PAYMENT TERMS AND CONDITIONS

The following terms apply to each payment made to an applicable Perth Glory entity and/or its successors or assigns (“us”, “we”, “our”), in respect of registration for the Programs, through our Payment Processor.

1. Definitions

1.1 In this Authority, the following expressions will, unless the context otherwise requires, have the following meanings:

Perth Glory means Perth Glory Football Club, PGFC, the Club

Fee means the online registration fee payable by you in respect of the Services.

Instalments means the amount of instalments in which you have agreed to pay the Fee, which you have selected on the Webpage, which includes a minimum payment of \$1 per Instalment.

Participant means the person who receives the Services.

Purchaser means the person who pays for the Services

Payment Details means your preferred credit or debit card details for payment of the Fee, as provided by you on the Webpage.

Payment Processor means the third-party payment processor used by us from time to time to process payments for the Services.

Payment Authority means the payment authority you give us when you agree to these Terms.

Programs means the junior and senior pathway programs, Clinics and Memberships run under the auspices of Perth Glory FC

Services means the provision of access by Perth Glory to the Participant to the applicable Program that they are registered for.

Terms means these recurring payment authority terms. It also includes each paragraph above under the heading ‘Recurring Payment Authority’.

You means the person who gives this recurring payment authority by agreeing to these Terms.

Webpage means the payments authority webpage within the Website, within which you entered your Payment Details, selected your preferred instalments, and agreed to these Terms, which is located on the Website.

Website means the Perth Glory website, located at <https://premier.sportsubs.com.au/aleague/perthglory/> through which you completed the online registrations for the Programs, and which includes the Webpage.

2. Payment Authority and operation

2.1 You acknowledge that:

(a) you have registered the Participant for the Services through the Website;

(b) we are entitled to receive the Fee in respect of such registration; and

(c) as part of the registration process, on the Webpage you were required to provide your Payment Details and select the Instalments in which you wished to pay the Fee.

2.2 Subject to section 3.2 below, you confirm that you are 18 years or older and the card holder (or have the card holder's authority to enter into these Terms) in respect of the Payment Details.

2.3 You agree that:

(a) in respect of the Fee, we are authorised by you to charge the Payment Details in the Instalments selected by you on the Webpage, and that no further consent or authority is required from you in respect of such payment.

(b) the Instalments will be deducted in the number specified by you on a monthly/fortnightly basis from the date the Payment Authority was given by you; and

(c) you will not dispute the transactions associated with the Payment Authority with my bank or credit card company, so long as the transactions correspond to the Terms of the Payment Authority as specified by you.

2.4 Once you have paid the total amount of the Fee to us, we will not debit or charge the Payment Details in respect of any further amounts. The Payment Authority is given when you accept these Terms on the Webpage and continues until it is cancelled in the manner outlined in section 7.

3. Authority

3.1 If you have accepted these Terms on behalf of the card holder in respect of the Payment Details, including where you are signing as parent or legal guardian on the Participant's behalf because the Participant is under 18 years old, you:

(a) confirm you are authorised to accept these Terms on their behalf;

(b) declare that you have read, understood, acknowledge and agree to, and have fully explained to the card holder, the Terms and effect of this Payment Authority; and

(c) acknowledge and declare that the card holder has read the Terms and, together with your explanation, the card holder has, to the best of your belief, understood the Terms and effect of the Terms.

4. Payment Processor

4.1 We use a Payment Processor to process the Fee for the Services. You authorise our Payment Processor to charge the Payment Details on our behalf in respect of the Fee.

4.2 We are not responsible for any act or omission of the Payment Processor or the performance or non-performance of any service by it.

4.3 The processing of payments will be subject to the terms and conditions and privacy policies of the Payment Processor in addition to these Terms.

4.4 All transactions are processed by the Payment Processor in Australian dollars.

5. Obligations

5.1 There must be a sufficient limit available or sufficient funds in the relevant account (as applicable) for the applicable Instalment to be debited from the Payment Details.

5.2 If there is an insufficient limit on the card or insufficient funds available in the account (as applicable) linked to the Payment Details in respect of an Instalment, a failed instalment fee of \$10.00 will be automatically added to your outstanding amount and we will make two (2) further attempts to deduct from or charge the Payment Details as follows:

(a) three (3) days after the initial attempt; and

(b) seven (7) days after the initial attempt.

5.3 If, following the process set out in section 5.2 we still have not been able to obtain payment, and/or have had no contact from the registered purchaser, the relevant Perth Glory entity will be notified and will seek payment from you directly. In these circumstances, we reserve the right to cancel the Participant's access to the Services at our discretion.

5.4 In respect of each attempt to obtain payment that is made pursuant to section 5.2, the Payment Processor and/or the relevant financial institution may charge a fee and/or interest in relation to payment of an Instalment.

5.5 You acknowledge that it is your responsibility to review the account statement for the Payment Details to verify that the amounts charged by the Payment Processor and/or the relevant financial institution in relation to the Fee are correct.

5.6 If we are liable to pay goods and services tax ("GST") on a supply made in connection with this Payment Authority, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5.7 You agree to indemnify us for any costs incurred by us as a result of us being provided with incorrect Payment Details.

6. Dispute

6.1 If you believe that there has been an error in debiting or charging your Payment Details, you should notify us directly by e-mail to academy@perthglory.com.au, and confirm that notice in writing with us as soon as possible so that we can resolve your query efficiently.

6.2 If we conclude as a result of our investigations that the card has been incorrectly debited or charged, we will respond to the query by providing you with reasons and any evidence for this finding and arrange for a refund to be charged to the Payment Details that were debited in error.

6.3 If we conclude as a result of our investigations that the card has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding.

7. Privacy and Confidentiality

7.1 The Payment Details and any other personal information provided to us by you in relation to this Payment Authority (Information) is collected and held in accordance with the Privacy Act 1988 (Cth) and our Privacy Policy and Collection Statement.

7.2 You agree to us providing all Information to our Payment Processor that is required for the Payment processor to process the Fee on our behalf, including without limitation the Payment Details.

7.3 We will make reasonable efforts to keep any such Information secure.

7.4 We will keep any information in the Payment Authority confidential, except where disclosure of the Information is required:

(a) to our Payment Processor.

(b) to the bank, credit card company or other financial institution associated with the payment details.

(c) to the extent specifically required by law; or

(d) for the purposes set out in these Terms (including without limitation disclosing information in connection with any query or claim by you).

8. Suspension or Termination

8.1 We reserve the right to cancel or suspend the Payment Authority at any time. This may occur, for example, in the instance of dishonoured or rejected payments or if we have a reasonable suspicion that fraudulent information has been provided by you in relation to the Payment Authority. In the event that the Payment Authority is cancelled, the Participant's right to receive the Services will also be cancelled.

8.2 Any eligibility for a refund payable to you following cancellation will be determined by Perth Glory in accordance with its refund terms and conditions.

8.3 Once the Fee has been paid to Perth Glory FC, you may cancel this Payment Authority by notifying us of this request at academy@perthglory.com.au.

8.4 We may cancel this Payment Authority, without notice, if the Participant has not received Services from us for a period of 12 months.

9. Notice

9.1 If you wish to notify us in writing about anything relating to this Payment Authority, you should write to us by e-mail at academy@perthglory.com.au

9.2 We will notify you by sending a notice to the address(es) you have provided to us as part of the registration process for the Services.

9.3 Any notice will be deemed to have been received two business days after it is sent.

10. General

10.1 The laws of Western Australia govern this document. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State in connection with the matters concerning this document.

10.2 Any provision of this document that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this document or affect the validity or enforceability of that provision in any other jurisdiction.

10.3 We may from time to time, vary or modify these to reflect changes in or requirements of the law or modifications or updates to these services.