

**SEAT ACQUISITION PROGRAM
TERMS AND CONDITIONS
ISSUED BY BLAKE STREET HEBREW CONGREGATION INC.**

1 **DEFINITIONS**

Annual Fees means the fees payable each year by Members to Blake Street including, but not limited to the membership fee, the seat rental fee, the COSV levies.

Blake Street means Blake Street Hebrew Congregation Inc.

Contract means these Terms and Conditions.

Installation Date means 15 August 2014 or the date when the Seats are installed at Blake Street, whichever is the later.

Member means a member of Blake Street.

Seat means one hand crafted wooden seat manufactured in Israel by Kibbutz Lavi, which, subject to demand will be installed in Blake Street by the Installation Date.

words importing one gender shall include all genders and words importing the singular shall include the plural and vice versa.

2 **USE OF SEATS**

Blake Street is offering to its Members the exclusive use of a Seat subject to the following terms and conditions.

3 **PRICE AND PAYMENT**

- (a) The exclusive use of each Seat is being offered in return for a donation of \$5,000 being made to Blake Street.
- (b) The donation of \$5,000 may be made to Blake Street by way of:
 - i. a lump sum payment; or
 - ii. monthly instalments.
- (c) Members who choose to make donations to Blake Street by instalments are suggested to make a minimum monthly donation of \$83 (i.e. over a 5 year term), however Blake Street will accept lower monthly donations, to be agreed between Blake Street and each Member on a case by case basis.
- (d) Members who donate the full amount (i.e. \$5,000) prior to the Installation Date will receive a 10% discount (i.e. \$500).
- (e) Members are still required to pay their Annual Fees in addition to any donation made in relation to the Seat.
- (f) Blake Street reserves the right on a case by case basis to accept donations from third parties affiliated with a Member in return for the exclusive use of a Seat by that Member.

4 **USE OF SEAT**

- (a) Members who agree to use a Seat in accordance with the terms of this Contract will:
 - i. be entitled to have their name (or the name of a family member if under the age of 18) engraved on a plaque which will be fixed and displayed at the front of the backrest of the Seat;
 - ii. be allowed to choose the location of their Seat (subject to compliance with Halachic laws and Blake Street's Constitution).
- (b) On the condition that a Member pays his/her Annual Fees, he/she will be entitled to enjoy the exclusive use of their Seat in its designated location.

- (c) Notwithstanding clauses 4(a) and 4(b), Blake Street reserves the right to relocate a Member's Seat if it is reasonably necessary to do so (i.e. to accommodate families who want to sit with each other).

5 **TERMINATION OF MEMBERSHIP**

- (a) Due to the cost and expense associated with the manufacture and importing of the Seats:
 - i. Blake Street regrets that it cannot refund any donations it receives (in full or in part) in relation to the use or anticipated use of a Seat; and
 - ii. subject to exceptional circumstances and clause 5(b), Members who commit to making ongoing monthly donations in accordance with clause 3, acknowledge they are required to continue to make monthly donations to Blake Street for the Seat, until the full donation of \$5,000 has been made, notwithstanding that the Member may discontinue his/her membership with Blake Street before the Seat is paid for in full.
- (b) If a Member passes away who had agreed to make donations for the exclusive use of a Seat by way of monthly instalments, then that Member's family has the right to transfer the Seat to another family member of the same sex who is (or becomes) a Member (the **Incoming Seat User**), subject to the Incoming Seat User:
 - i. making the balance of the donation associated with the Seat to Blake Street by monthly instalments or in a lump sum; and
 - ii. paying his or her Annual Fees to Blake Street.
- (c) If a Member passes away who has made a donation of \$5,000 for the use of a Seat, then that Member's family may transfer the Seat to another family member of the same sex who is or becomes a Member, subject to the Incoming Seat User making ongoing payments of Annual Fees to Blake Street.
- (d) If a Member's family does not notify Blake Street within 1 year of the Member's passing of its intention to transfer the Seat to another family member in accordance with clauses 5(b) or 5(c) then Blake Street may:
 - (i) remove the engraved plaque from the Seat; and
 - (ii) offer the exclusive use of the Seat to another Member.

6 **TITLE**

For the avoidance of doubt Blake Street will always maintain ownership of the Seats notwithstanding the donations made to Blake Street.

7 **TERMINATION**

- (a) If a Member who agrees to make (or direct) monthly donations to Blake Street and stops making such monthly donations after 3 months, Blake Street may at its discretion terminate this Contract by giving written notice to the Member.
- (a) If Blake Street terminates this Contract in accordance with clause 7(a), the Member agrees that any donations previously made to Blake Street are non-refundable and are to be treated as donations.
- (b) If the Contract is terminated pursuant to the terms of the Contract or otherwise at law, Blake Street shall at its discretion be entitled to:
 - (iii) remove the engraved plaque from the Seat; and

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- (iv) offer the exclusive use of the Seat to another Member.

8 ENTIRE AGREEMENT

The Contract sets out the entire agreement and understanding between Blake Street and its Members with respect to its subject matter and supersedes all prior agreements, understandings and representations.

9 GENERAL

- (a) The law governing the Contract and its interpretation is the law of the State of Victoria.
- (b) If any provision of the Contract is invalid, void, illegal or unenforceable, then that provision:
 - (i) shall be read down to the extent possible in order to preserve the validity, legality and enforceability of the other provisions and the Contract; or
 - (ii) if reading down that provision does not preserve the validity, legality and enforceability of the other provisions of the Contract, then that provision shall be excised,

so that the validity, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- (c) In no circumstances whatsoever shall Blake Street have any liability to a Member for any indirect or consequential loss and/or expense (including but not limited to loss of use or loss of reputation) suffered by the Member arising out of a breach by Blake Street of the Contract.

I agree to be bound by the terms and conditions set out above.

Signed: _____

(signature of Member)

Name: _____

(please print)

**IF THE DONATIONS ARE BEING MADE BY A THIRD PARTY,
THESE TERMS MUST BE PROVIDED TO THE THIRD PARTY
AND SIGNED BY THE THIRD PARTY.**