



**ANZ Test BLACKCAPS v South Africa**  
**University of Otago Oval, Dunedin 8 – 12 March 2017**

**TERMS AND CONDITIONS OF PURCHASE**

**OFFICIAL HOSPITALITY CONDITIONS**

**1. GENERAL**

- 1.1 All Hospitality Packages are issued subject to these Dunedin Venues Management Limited 2016-17 Official Hospitality Conditions (**Official Hospitality Conditions**) which forms a binding Agreement between Dunedin Venues Management Limited (**DVML**) and the Customer.
- 1.2 In addition to these Official Hospitality Conditions, Hospitality Ticket bearers are bound by the terms and conditions contained in or published on tickets and New Zealand Cricket's terms and conditions of ground entry for international cricket (as amended by New Zealand Cricket from time to time) as published at [www.blackcaps.co.nz/international/matches-and-tickets/terms-and-conditions](http://www.blackcaps.co.nz/international/matches-and-tickets/terms-and-conditions), exhibited at the Venue or provided upon request, which (subject to clause 4.6) form part of this Agreement.
- 1.3 Any person who fails to comply with the New Zealand Cricket's terms and conditions of ground entry for international cricket shall be refused admittance to or ejected from the Venue and denied the ability to purchase tickets or Hospitality Packages for future matches.
- 1.4 Subject to the terms of this Agreement, DVML grants the Customer and Guests the right to use and access the Hospitality Facility during the Designated Times in accordance with this Agreement for the purpose of watching the Match and the Customer providing hospitality services to Guests.

**2. CUSTOMER PAYMENT**

- 2.1 The total price of the Hospitality Package (**Total Price**) must be paid by the Customer either
- a) up front in full within 30 days of receipt of the Invoice, or
  - b) a 20% deposit made within 30 days of receipt of the invoice and the remaining 80% paid by 1 February 2017.
- 2.2 If payment is not made in accordance with clause 2.1, DVML reserves the right to cancel the booking and sell the Hospitality Package to a third party and retain all (or, in its absolute discretion, part) of any payments that have been received.
- 2.3 No Hospitality Tickets will be provided to the Customer until the total Invoice amount has been received in full.

- 2.4 Subject to clause 4, all Hospitality Packages are non-refundable.
- 2.5 A postage and handling charge, if applicable, set out on the Invoice is non-refundable.
- 2.6 In the event that, on request of the Customer, DVML orders food and beverages over and above any included within the Hospitality Package on behalf of the Customer, the Customer must pay all costs and charges for such food and beverages.

**3. HOSPITALITY PACKAGES**

- 3.1 Subject to the Total Price being received by DVML, DVML will send to the Customer at least 2 weeks prior to the Match a Hospitality Ticket for each Guest, unless the booking is made after that time in which case the Hospitality Tickets will be issued as soon as reasonably practicable or be retained for collection at the Venue on the date of the Match. Customers must provide a New Zealand address in order for DVML to send the Hospitality Tickets. A postage and handling charge may apply at DVML discretion and will be detailed on the Invoice.
- 3.2 The Customer shall be responsible for distributing the Hospitality Tickets to their Guests. No person will be admitted to the Hospitality Facility without a valid Hospitality Ticket. No liability is accepted by DVML in the event that a Guest is denied entry to the Hospitality Facility or any other part of the Venue as a result of the Customer's or any Guest's failure to comply with this Agreement.
- 3.3 The Customer shall be responsible for the acts and omissions of the Customer and the Guests while at the Venue, and the Customer will ensure that the Guests understand and comply with all terms of this Agreement (including clause 7) at all times.
- 3.4 DVML may exercise all of or any of its powers under or in relation to this Agreement itself or through any authorised agent, representative, or contractor.
- 3.5 Customers must not, and must ensure that Guests do not advertise, auction, or otherwise offer for sale, use as a competition prize, exchange for valuable consideration, assign, licence, bundle with other goods or services or otherwise commercially deal with any of the rights benefits and entitlements contained in this Agreement (including, without

limitation the Hospitality Tickets or without the prior written consent of DVML's Chief Executive Officer or their nominee).

- 3.6 Any Hospitality Ticket acquired in breach of this Agreement shall be null and void. DVML is entitled to confiscate, cancel or invalidate any Hospitality Ticket or Match tickets offered for sale, sold or acquired in breach of this Agreement.
- 3.7 The Customer agrees to provide DVML or the catering provider (as directed) with a dietary requirements list, including details of any food allergies, the name and contact number of the Customer's Guests, and any other relevant information at least 2 weeks prior to the Match. DVML does not guarantee that any of the food or drink products served at each Venue are free from nuts, wheat, lactose or any other allergens.
- 3.8 The Customer acknowledges that DVML does not guarantee:
- (a) whether the Match or any play will take place on the Match date;
  - (b) the length of play of the Match;
  - (c) the identity of the players who will appear in the Match; or
  - (d) any other characteristic associated with the completion of the Match

#### **4. CANCELLATION OR RESCHEDULING**

- 4.1 Subject to clause 4.2, in the event of cancellation of the Match prior to the day of the Match or cancellation of the Hospitality Package (other than as a result of any act or omission of the Customer or Guests), DVML will refund any part of the Total Price that has been paid by the Customer (less an administration fee) and this Agreement shall be deemed to be terminated.
- 4.2 In the event the Match is rescheduled, DVML will, at its election (in its sole and absolute discretion):
- (a) refund to the Customer any part of the Total Price that has been paid (less an administration fee); or
  - (b) provide the Customer with the Hospitality Package at the rescheduled Match.
- 4.3 The Customer acknowledges that:
- (a) the commencement and/or duration of any cricket played on the Match date and the ability of DVML to deliver every element of the Hospitality Package (e.g. on ground experience) is dependent upon the weather and other factors that are outside the control of DVML; but
  - (b) the hospitality facilities at the Venue are not dependent upon the weather on the Match date and, subject to clause 4.5, will be available for use irrespective of whether a Match is interrupted, suspended or cancelled.
- 4.4 The Customer agrees once access to the Venue is given or made available to persons, the full Hospitality Package will be deemed to have been provided by DVML and received by the Customer and the Guests, and accordingly the Customer and the Guests will not be entitled to any refund of the Hospitality Package if access is given and poor weather (or any other factor) causes cancellation or limited play of the Match or results in DVML not being able to deliver some elements of the Hospitality Package (e.g. on ground experience). No refund will be provided for Hospitality Packages which cover more than one Match day in the event of any cancellation of any Match day.
- 4.5 In the event that DVML is obliged to make any material change to a Hospitality Facility or cancel that facility for any reason, DVML will use alternative arrangements which are of at least equal or a superior standard.

- 4.6 The New Zealand Cricket 2016-17 Refund Terms and Conditions does not apply to this Agreement.

#### **5. LIABILITY**

- 5.1 To the fullest extent permitted by law DVML excludes all warranties, terms, conditions or undertakings of any nature and in any form (whether express or implied, written, oral, statutory or otherwise) in relation to the Hospitality Package.
- 5.2 Subject to clause 5.6, DVML shall not be liable to the Customer, Guest, or any other person in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement for (i) any loss of revenues, loss of profits, loss of business or anticipated savings, loss of goodwill and/or reputation or loss arising out of business interruption (whether such losses are direct or indirect) or (ii) any indirect or consequential loss or damage.
- 5.3 Subject to clause 5.6, DVML shall not be liable for:
- (a) any injury whatsoever to the Customer or any Guests, nor for any loss or damage to or theft of their property regardless of how such injury, loss or damage may be caused; or
  - (b) any damage, loss, delay or expense incurred by the Customer owing to any event beyond DVML's control. Subject to clause 5.4, DVML's total liability if such an event arises shall be to use reasonable endeavours to make alternative arrangements.
- 5.4 DVML's maximum liability to the Customer under, or in connection with, this Agreement (whether in contract, tort, negligence or otherwise) shall be limited to the amount actually paid by the Customer to DVML for the Hospitality Packages.
- 5.5 The Customer shall be responsible for and reimburse DVML for any loss, damage, costs and expenses (including, without limitation, loss of profits), that the Customer or its Guests cause, whether within the Hospitality Facility or elsewhere within the Venue. In the event that the Customer causes such damage or loss, DVML shall be entitled to invoice the Customer and the Customer shall pay such Invoice immediately.
- 5.6 Nothing within this Agreement shall limit or exclude either party's liability for any loss, damage, costs and expenses caused by an act of fraud or which may not lawfully be excluded.

#### **6. SIGNAGE, ADVERTISING AND PROMOTIONS**

- 6.1 The Customer must not use New Zealand Cricket or DVML logo's or intellectual property without the prior written consent of DVML, such consent to be granted in DVML's absolute discretion.
- 6.2 No advertising or promotion by a company will be permitted within the Venue without the prior written consent of DVML, such consent to be granted in DVML's absolute discretion.
- 6.3 No promotional items coordinated by a company in direct conflict with any of New Zealand Cricket's sponsors or official suppliers will be permitted within the Venue.
- 6.4 Promotional items that corporate Customers wish to provide their Guests will not be permitted unless DVML provides its

consent in writing, such consent to be granted in DVML's absolute discretion.

## 7. BEHAVIOUR AND CONDUCT

- 7.1 The Customer will, and will procure that all Guests dress smartly and otherwise comply with the dress code applicable to their Hospitality Package.
- 7.2 The Customer shall be responsible at all times for the conduct of the Guests.
- 7.3 DVML reserves the right to refuse admission to a Venue in accordance with the New Zealand Cricket's terms and conditions of ground entry for international Cricket, Entry to a Venue and Attendance at a Match, which includes that all persons must agree to be searched on entry to the Venue.
- 7.4 The Customer will not, and will procure that all Guests do not, engage in any conduct (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any other person (including any player, match official, other official or other patron) on the basis of their race, religion, gender, culture, colour, sexual orientation, descent or national or ethnic origin. If a Hospitality Ticket holder fails to comply with this condition, they may be refused admission to, or evicted from, the Venue without refund or compensation of any kind; and the Hospitality Ticket holder must deliver up any and all tickets in their possession. In addition, each Hospitality Ticket Holder acknowledges that the failure to comply with this condition may result in the imposition of other sanctions (such as being banned from the Venue in the future) and possible further action including criminal prosecution.
- 7.5 All unauthorised persons are prohibited from entering the playing area at all times.
- 7.6 The Customer acknowledges that, pursuant to relevant laws, DVML may (or may procure that third parties):
- terminate liquor service at the Hospitality Facility at a certain hour, or at a certain time after completion of the Match on any specific day (notwithstanding that such time may be during the Designated Times);
  - require all Guests to vacate the premises within a certain time after completion of the Match on a specific day (notwithstanding that such time may be during the Designated Times);
  - terminate liquor service at the Hospitality Facility and require the vacation of the Hospitality Facility at an earlier time where it is reasonable to do so (notwithstanding that such time may be during the Designated Times);
  - remove intoxicated and/or disruptive persons (including the Customer's Guests) from the Hospitality Facility and the Venue (including persons causing the Customer to breach this Agreement); and
  - refuse to serve liquor to a person (including a Guest) under the age of 18 or a person that is intoxicated.
- 7.7 Under no circumstances is the Customer or Guests permitted to bring their own food or drink into the Hospitality Facility.

## 8. TERMINATION AND EXPIRATION

8.1 DVML may terminate this Agreement (including refuse entry to you and your Guests to the Match, the Hospitality Facility or the Venue or remove you and your Guests from Match, the Hospitality Facility or the Venue) immediately, without refund, if you breach any term of this Agreement.

8.2 Termination or expiration of this Agreement will not affect the rights or obligations of the parties which have accrued up to the date of expiry or termination or any other rights and obligations which under the terms of this Agreement are expressed to survive or are capable of surviving such expiry or termination.

## 9. Miscellaneous

- 9.1 This Agreement sets out the entire understanding between DVML the Customer in respect of the subject matter of this Agreement.
- 9.2 No failure or delay of DVML in insisting on the strict performance, or to exercise any right under this Agreement will operate as a waiver of those matters. A waiver will not be effective unless it is in writing. A waiver of any breach will not be a waiver of any other breach.
- 9.3 The Customer may assign the right and obligations under this Agreement only with DVML's prior written consent, such consent not to be unreasonably withheld in the case of an assignment to a respectable, responsible, solvent and suitable assignee.
- 9.4 Any unlawful or voidable provision under this Agreement will be severed from the Agreement without affecting the validity, legality, or enforceability of the remaining provisions.
- 9.5 This Agreement may be executed in counterparts (which may include electronic copies) all of which together will constitute one agreement.

## 10. DEFINITIONS

- 10.1 All capitalised terms in this Agreement shall have the following meanings:
- Agreement** means the agreement between the Customer and DVML as described in clause 1.1.
- Customer** means the person or company specified as the customer on the first page of this Agreement
- Designated Times** means the times for the Hospitality Package nominated by DVML in writing.
- Guest** means the Customer and any person attending the Match using a Hospitality Ticket issued in relation to the Hospitality Package.
- Hospitality Facility** means the shared or private corporate hospitality facility designated by DVML to provide the Hospitality Package.
- Hospitality Package** means the hospitality package specified on the first page of this Agreement.
- Hospitality Ticket** means any ticket, pass, lanyard, wristband or other document issued by DVML allowing entry to the relevant Hospitality Facility at a particular Venue in accordance with the details indicated thereon.
- Invoice** means the invoice issued by DVML to the Customer including the details of the Customer, Hospitality Package and payment and other details.
- Match** means the cricket match, or relevant day of a Test match, the particulars of which are indicated on the Hospitality Ticket.
- Venue** means the entire premises of a ground or stadium where a match is scheduled to take place and to which a Hospitality Ticket is required to gain access.