



2018 Tennis Hospitality Agreement
Daily Box Sale Women's ASB Classic – 1st to 6th January 2018
ASB Tennis Arena, Auckland



CONTACT INFORMATION

Name (Box Holder):

Contact Name (if a company):

Postal Address:

Postcode:

Phone:

Mobile:

Email:

Signature:

I hereby acknowledge that I have read & accept the box ticket General Terms & Conditions that have been provided (together with the Conditions of Purchase below).

Please insert the word Yes alongside your selection (costs for six person box)

Session	Umbrella Box	Yes to select	Non-Umbrella Box	Yes to select
Monday Day 1 st January	\$800+GST		\$700+GST	
Monday Evening 1 st January	\$650+GST		\$650+GST	
Tuesday Day 2 nd January	\$800+GST		\$700+GST	
Tuesday Evening 2 nd January	\$650+GST		\$650+GST	
Wednesday Day 3 rd January	\$850+GST		\$750+GST	
Wednesday Evening 3 rd January	\$700+GST		\$700+GST	
Thursday Day 4 th January	\$1150+GST		\$1000+GST	
Thursday Evening 4 th January	\$950+GST		\$950+GST	
Friday Day Scheduled for Semi Finals 5 th January	\$1250+GST		\$1100+GST	
Saturday Day Scheduled for Finals 6 th January	\$1250+GST		\$1100+GST	

Conditions of Purchase:

1. Play at the event cannot be and is not guaranteed.
2. Play may be cancelled or rescheduled due to weather or circumstances beyond the promoter's control. Such actions shall not entitle a single session box holder to make any claim for refund of the package price except as outlined below.
3. A refund of 100% of the ticket portion only will be given if there is less than one hours play during the session that your ticket is valid for, according to the official time sheet of the tournament referee.
4. The package is valid only for the date & session of play for which the box has been issued, not for any particular match.

General Terms & Conditions

By signing the Hospitality Agreement, the Box Holder agrees to purchase a daily box at the ASB Classic (**Event**) on the terms set out herein. The purchase will be confirmed by Tennis Auckland on issuing an invoice with details of the Box to be provided (Agreed Box).

1. Termination, warranty and compliance

- (a) Tennis Auckland reserves the right to terminate this Hospitality Agreement should payment of the invoice not be received within [14] days of the date of the invoice. Tennis Auckland will notify the Box Holder in writing of any termination.
- (b) The Box Holder warrants that the person signing this Hospitality Agreement has the power and authority to bind the Box Holder.
- (c) The Box Holder on signing this Hospitality Agreement agrees to be bound and shall comply with the terms and conditions of issue of the tickets to the Event and any other requirements and conditions as otherwise may be required by Tennis Auckland.

2. Ticket Distribution

- (a) Upon receipt of payment, Tennis Auckland will provide the Box Holder with entrance tickets & access to the Agreed Box for six people selected by the Box Holder for the date and individual sessions of the Event specified in the Hospitality Agreement.
- (b) Tickets and final documentation will be sent to the Box Holder at least 14 days prior to the Event.
- (c) Tickets and final documentation will not be released prior to payment in full for the Agreed Box.

3. Hospitality

- (a) Tennis Auckland will organise and provide the Agreed Box using reasonable care and skill.
- (b) The Box Holder will have access to the VIP Legends Lounge for each ticket provided to the Agreed Box for the date and individual sessions of the Event.
- (c) Tennis Auckland reserves the right to substitute the Agreed Box offered for another hospitality box or hospitality package of a similar standard.
- (d) The Box Holder agrees that it will use and occupy the Agreed Box at its own risk in all respects.

4. Non-use of Hospitality Box.

If the Box Holder either through its own choice or because it is unable to do so (through no fault on the part of Tennis Auckland) does not use the Agreed Box, the Box Holder will not be entitled to a refund.

5. Enjoyment of others

Tennis Auckland reserves the right to require any person to leave the venue of the Event if that person:

- (a) engages in conduct which unreasonably interferes with other persons enjoyment of the Event;
- (b) hampers or impedes the provision of hospitality services by Tennis Auckland to other patrons of the Event; or
- (c) breaches any rules or bylaws applicable to the venue and the Event.

Any breach of the above conditions shall automatically revoke the Box Holder's right and/or any ticket holder's licence to the use of the Agreed Box and may result in the Box Holder (and its guests) being removed from the venue of the Event.

6. Business use

The Box Holder agrees that where Tennis Auckland's services are acquired for business purposes, or the Box Holder holds itself out as acquiring Tennis Auckland's services for business purposes, the Consumer Guarantees Act 1993 will not apply to any supply of goods or services made under these terms and conditions, and Tennis Auckland will not be liable or responsible for any loss or damage of any kind to the Box Holder, including any consequential loss or damage howsoever it may be caused (except as required by law).

7. Cancellation/Postponement (Event)

- (a) Play at the Event (if applicable) cannot be and is not guaranteed.
- (b) In order to ensure the best presentation of the Event to the Box Holder, Tennis Auckland reserves the right to change the dates and sessions of day/night play should the need arise.

8. No on-sale, scalping, trading, assignment or transfer

- (a) The Box Holder's right to use the Agreed Box during the Event will become void if on sold, scalped or traded without prior written approval from Tennis Auckland and the Box Holder will have no right of compensation or redress.
- (b) The Box Holder agrees not to assign or transfer the right to use the Agreed Box during the Event without prior written approval of Tennis Auckland.

9. Indemnity and liability

The Box Holder agrees to indemnify and hold Tennis Auckland harmless against all action, cost, proceedings, claims or damages which might arise as a result of the Box Holder's acts of omissions in using the Agreed Box. Further, it is specifically agreed that Tennis Auckland will have any liability to the Box Holder for the acts or omissions of any third party that may cause loss or damage to the Box Holder in respect of the Event.