



2020 ASB Classic –ATP250 Tier Men’s Tennis  
Legends Lounge Hospitality Agreement  
ASB Tennis Arena, Auckland



**CONTACT INFORMATION**

Name (Customer):

Contact Name (if a company):

Postal Address:

Postcode:

Phone:

Mobile:

Email:

Signature:

By signing this I acknowledge that I have read & accept the General Terms & Conditions that have been provided.

Session	Per Person Cost (\$)	Number of Guests	Total Cost (\$)
Monday 13 <sup>th</sup> January Day Session	\$320 + +GST		
Monday 13 <sup>th</sup> January Evening Session	\$295 + GST		
Tuesday 14 <sup>th</sup> January Day Session	\$320 + GST		
Tuesday 14 <sup>th</sup> January Evening Session	\$295 + GST		
Wednesday 15 <sup>th</sup> January Day Session	\$355 + GST		
Wednesday 15 <sup>th</sup> January Evening Session	\$330 + GST		
Thursday 16 <sup>th</sup> January Day Session	\$390 + GST		
Thursday 16 <sup>th</sup> January Evening Session	\$365 + GST		
Friday 17 <sup>th</sup> January Twilight Session (Scheduled for Semi Finals)	\$410 + GST		
Saturday 18 <sup>th</sup> January Day Session (Scheduled for Finals)	\$425 + GST		

## General Terms & Conditions

By signing the Hospitality Agreement, the Customer agrees to purchase a hospitality package at the ASB Classic (**Event**) on the terms set out herein. The purchase will be confirmed by Tennis Auckland on issuing an invoice.

### **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 Customer in writing of any termination.
- (b) The Customer warrants that the person signing this Hospitality Agreement has the power and authority to bind the Customer.
- (c) The Customer 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 Customer with entrance tickets & access to the Event for the number of guests selected by the Customer for the date and individual sessions of the Event specified in the Hospitality Agreement.
- (b) Tickets and final documentation will be sent to the Customer at least 14 days prior to the Event.
- (c) Tickets and final documentation will not be released prior to payment in full for the Event.

### **3. Hospitality**

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

### **4. Non-use**

If the Customer either through its own choice or because it is unable to do so (through no fault on the part of Tennis Auckland) does not attend the Event, the Customer 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 another person's 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 Customer's right and/or any ticket holder's access to the Event and may result in the Customer (and its guests) being removed from the venue of the Event.

### **6. Business use**

The Customer agrees that where Tennis Auckland's services are acquired for business purposes, or the Customer 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 Customer, including any consequential loss or damage howsoever it may be caused (except as required by law).

### **7. Booking Cancellation**

If the Customer wishes to cancel their booking the Customer must notify Tennis Auckland in writing. If a notice of cancellation is received by Tennis Auckland:

- (a) A 2% administration fee for the full price will apply if you cancel more than 60 days prior to the Event, which is due for payment within 14 days unless the invoice has already been paid, in which case a refund for the balance will be made within 14 days of Tennis Auckland receiving valid bank account details.
- (b) If the customer cancels within 60 days of the Event then, if Tennis Auckland manage to resell the hospitality packages then a 2% administration fee will be deducted and the balance refunded, but if Tennis Auckland do not resell the hospitality packages then there is no refund due to the Customer.

### **8. Cancellation/Postponement (Event)**

- (a) Play at the Event (if applicable) cannot be and is not guaranteed.
- (b) Play may be cancelled or rescheduled due to weather or circumstances beyond Tennis Auckland's control.
- (c) The package is valid only for the date & session of play purchased, not for any match

### **9. No on-sale, scalping, trading, assignment or transfer**

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

### **10. Indemnity and liability**

The Customer agrees to indemnify and hold Tennis Auckland harmless against all action, cost, proceedings, claims or damages which might arise as a result of the Customer's acts of omissions in using the Event. Further, it is specifically agreed that Tennis Auckland will not have any liability to the Customer for the acts or omissions of any third party that may cause loss or damage to the Customer in respect of the Event.

### **11. Refund**

Play may be cancelled or rescheduled due to weather or circumstances beyond Tennis Auckland's control. If a session is cancelled and there has been less than one hour of play, then Customers will be entitled to a refund for the ticket portion of the hospitality package price. The ticket portion of the hospitality package price is based on the cost of an Adult ticket in the Redwood stand for the corresponding date and session for which the hospitality package was purchased. Refunds will not be made automatically. Where applicable, the Customer will be provided with a refund application form within 5 days of a cancellation occurring. The application form must be completed by or on behalf of the Customer and returned to Tennis Auckland within 15 days of the cancellation.