

AEGON International Hospitality

Devonshire Park, 18th - 23rd June 2012



Hospitality Booking Form

Contact Details

Client

Address

.....

Booking Contact Postcode

Telephone..... Host Name.....

Email

Hospitality Details

Event Date	No. of Guests	Hospitality Price	Total Price (ex VAT)
Monday 18th June			
Tuesday 19th June			
Wednesday 20th June			
Thursday 21st June			
Friday 22nd June			
Saturday 23rd June			

Payment Details

Accounts Payable Address (if different from above).....

Purchase Order Number (if applicable).....

The total price (plus any VAT due) must be paid within 30 days of the date of invoice.
Any bookings made after 16th May 2012 will require payment at the time of booking by credit card.

Terms & Conditions

This booking is subject to the LTA's Terms and Conditions. Your attention is drawn in particular to clauses 3, 4 and 8. Please sign and return this form to us to indicate that you (the Client) have read and agree to be bound by the LTA's Terms and Conditions.

Signature On Behalf of

Position Date

In order to secure your booking, please return signed form to:

Email: hospitality@aegoninternational.co.uk
Fax: 01323 411050
Post: The Hospitality Team
PRG Limited
The Point
College Road, Eastbourne
East Sussex BN21 4JJ

AEGON International Hospitality Terms and Conditions

These terms and conditions, the Booking Form and the Confirmation of Booking (usually sent by email) form the Agreement between the Client and LTA Events Limited ("the LTA") for the provision of Hospitality at the AEGON International ("The Event").

Any terms defined in the Booking Form and used in these terms and conditions shall have the meanings attributed to them in the Booking Form.

1. Acceptance of Booking

- 1.1 A booking shall be considered provisional when the Client has returned a signed Booking Form to the LTA indicating its acceptance of these terms and conditions. For bookings made on or before 31 December 2011 a deposit of 50% of the Hospitality Price (plus any VAT due) ("the Deposit") is required to secure your booking and is subject to Clause 3.2, non-refundable.
- 1.2 The Client acknowledges that the availability of hospitality packages cannot be guaranteed and a booking will be subject to availability at the time the signed Booking Form is received by the LTA.
- 1.3 A booking shall only be considered confirmed and this contract shall only become effective upon the issue by the LTA of a "Confirmation of Booking". The LTA may (at its discretion) issue the Confirmation of Booking by email, post or fax.

2. Payment Terms

- 2.1 Subject to clause 2.2 below, in the case of bookings made on or before 31 December 2011 the balance of the Total Price (plus VAT) must be paid by 31 January 2012 and for bookings made after 31 December 2011 the Total Price (plus any VAT due) must be paid within thirty (30) days of the date of invoice. Payment must be made by one of the methods indicated on the invoice.
- 2.2 If the booking is made within four (4) weeks of the first day of the Event, the Total Price (plus VAT) must be paid by credit card at the time of booking.
- 2.3 If payment of the Total Price (plus VAT) is not made in full by the relevant date as specified in clauses 2.1 and 2.2 above, the LTA reserves the right to cancel the booking and sell the hospitality packages to a third party and retain all (or part) of the Deposit.
- 2.4 The LTA reserves the right not to release documents, passes or event tickets unless payment has been received in full.
- 2.5 All prices are exclusive of VAT (unless otherwise stated) which is payable in addition by the Client.
- 2.6 Prices are inclusive of food other than any food supplied to meet Clients' special dietary requirements (as notified to the LTA in accordance with clause 4.3). The LTA shall invoice the Client for any additional costs for supplying food meeting special dietary requirements within 40 days of the last day of the Event. The Client shall pay the LTA the amount due and invoiced within 30 days of receipt of the invoice.

3. Cancellations by the Client

- 3.1 Cancellations must be notified to the LTA in writing. In the event of cancellation by the Client at any time after the LTA has issued a Confirmation of Booking the Client shall compensate the LTA for any damage or loss suffered by it as a result of the cancellation. Subject to clause 3.2 the LTA shall charge the following cancellation fees:

Cancellation	Fee
Cancellation after Confirmation and before 31 December	50% of Hospitality Price (plus VAT) of Booking
Cancellation after 31 December	100% of Hospitality Price (plus VAT)

- 3.2 In the event of cancellation by the Client after the LTA has issued a Confirmation of Booking, if the LTA is able to obtain a suitable replacement client the LTA shall be entitled to retain a handling fee of 10% of the Hospitality Price (plus VAT) and the balance shall be refunded to the Client. The LTA will only seek to obtain a replacement client once the hospitality available in the booked area on the relevant day is otherwise at full capacity.

- 3.3 The LTA is entitled to retain the Deposit and/or the Hospitality Price in full or part payment of any cancellation or handling fees incurred under this clause 3.

4. Tickets and Passes

- 4.1 Subject to payment of the Total Price having been received by the LTA, the LTA shall send to the Booking Contact at least 2 weeks prior to the start of the Event a hospitality pass for each guest of the Client ("Guest").
- 4.2 The Booking Contact shall be responsible for distributing the hospitality passes to the Guests. No person will be admitted to Devonshire Park grounds without a valid hospitality pass. No liability is accepted by the LTA in the event that a Guest is denied entry to the Edgbaston Priory Club.
- 4.3 The Client agrees to provide the LTA with a dietary requirements list including details of any food allergies and the name of the Client's nominated "Host" and the Client's Guests at least two weeks prior to the first day of the Event. The LTA will pass on details of any dietary requirements to its caterer. However the LTA does not guarantee that any of the food or drink products served in the Grounds are free from nuts, wheat, lactose or any other allergens. There may be an additional cost for supplying food which meets the Client's dietary requirements.
- 4.4 The Centre Court tickets will be made available for collection by the Client's Host at Devonshire Park on the Event Date.
- 4.5 The LTA will, so far as is possible given the constraints of issuing tickets, try to seat Guests together on the Centre Court and guarantees that each Guest will be seated adjacent to at least one other Guest from the same booking. However, the LTA cannot guarantee that all of the Guests of one booking will have Centre Court tickets for adjacent seats.
- 4.6 The Client acknowledges that the LTA cannot guarantee:
 - (a) whether any play will take place on the Centre Court on the Event Date;
 - (b) the length of play on the Centre Court on the Event Date;
 - (c) the stage in the tournament which will be played on the Event Date; or
 - (d) the identity of the players who will appear on the Centre Court on the Event Date.

5. Rules and Regulations

- 5.1 The Client agrees to notify all the Guests of the AEGON Classic Rules and Regulations annexed to this Agreement and to ensure that the Guests comply with the said Rules and Regulations.
- 5.2 The Client agrees to ensure that its Guests abide by any rules imposed by the Event and any terms and conditions attached to the hospitality passes and the Centre Court tickets.

6. Cancellation and Alternative Arrangements

- 6.1 The Client acknowledges that:
 - (a) the duration of any tennis played is dependent on the weather on the Event Date and is controlled by the Event referee and not the LTA; and
 - (b) the hospitality facilities of the Event are not dependent on the weather on the Event Date and will be available for use irrespective of whether tennis on Centre Court is interrupted, suspended or cancelled.
- 6.2 In the event that the LTA makes any material changes to the hospitality facilities to be provided at the Event or cancels them for any reason other than an event of force majeure, the LTA will use its reasonable endeavours to ensure that alternative arrangements are offered which are of at least equal or a superior standard. For the purpose of this clause, "force majeure" shall mean any event which the LTA or the supplier of the service in question could not, even with all due care, foresee or avoid including (without limitation) war and threat of war, civil strife, terrorist activity, natural or nuclear disaster, fire, industrial dispute, epidemic, pestilence, adverse weather or all other events outside the LTA's control.

7. Miscellaneous

- 7.1 We welcome Guests who are wheelchair users or who have other specific physical access requirements. Our health and safety requirements mean that the number of such visitors at any one time is limited. We recommend that you inform our Hospitality Team of any wheelchair access requirements and obtain confirmation that such requirements can be met before confirming your booking.

8. Liability

- 8.1 Subject to clause 8.4, the liability of the LTA to the Client for any loss, damage, costs and expenses (including, without limitation, loss of profits), whether direct or indirect and howsoever caused resulting from the acts or omissions of the LTA and its employees, agents and representatives in connection with the provision of the Hospitality and breach of this Agreement shall be limited to the Total Price (plus VAT).

- 8.2 The LTA accepts no liability for any possessions of the Guests left unattended or in any cloakroom within Devonshire Park grounds.

- 8.3 The Client accepts liability for any loss, damage, costs and expenses (including, without limitation, loss of profits), whether direct or indirect, howsoever caused, and whether arising from any dispute, contractual, tortious or other claims or proceedings or otherwise resulting from the acts or omissions of the Client and its employees, agents and representatives or the acts and omissions of any of its Guests while in Devonshire Park grounds or resulting from a breach of this Agreement and the Client agrees to indemnify the LTA against all and any such liability, loss, damage, costs and expenses suffered by LTA or by any third party.

- 8.4 Nothing within this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence or for any loss, damage, costs and expenses caused by an act of fraud or which may not lawfully be excluded.

9. General

- 9.1 The Booking Form, Confirmation of Booking and the AEGON Internationals Hospitality Rules and Regulations shall be incorporated into this Agreement.
- 9.2 The Client shall not assign or otherwise transfer or sell its rights and obligations under this Agreement or the benefits of any of the hospitality packages or tickets to any third party.
- 9.3 This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement. The Client acknowledges that it has entered into this Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in this Agreement and, save as expressly set out in this Agreement, the LTA shall have no liability in respect of any representation, warranty or promise made prior to the date of this Agreement unless such representative, warranty or promise was made fraudulently.
- 9.4 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, be left at, or sent by prepaid first class post, or fax to the LTA office at the National Tennis Centre, 100 Priory Lane, Roehampton, London, SW15 5JQ or to the address of the Client set out on the Booking Form (as applicable).
- 9.5 No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.
- 9.6 No failure or delay by the LTA to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that (or any other) remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise or that (or any other) right or remedy.
- 9.7 No term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 9.8 This Agreement shall be governed by the laws of England and Wales and each of the parties irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales.

AEGON International Hospitality Rules and Regulations

The following rules and regulations apply to the use by Guests of the hospitality areas at the Event:

1. A valid hospitality pass is required for entry into Devonshire Park Grounds and the relevant hospitality area at the Event ("the Hospitality Area"). To avoid embarrassment, Official Guests should not invite non-official guests to join them in the Hospitality Area.
2. No liability is accepted by the LTA for any possessions or belongings which are left unattended at any time.
3. The rules of Devonshire Park prohibit any branded merchandise from being brought into the Championship grounds without prior consent. For this reason, Guests are not permitted to bring any branded promotional goods or other merchandise into, or distribute such goods or merchandise within the Hospitality Areas, without prior written agreement from the LTA.
4. The Hospitality Areas are intended to be used as a social venue and should not be used for business meetings or for conducting promotional events without the prior written consent of the LTA.
5. Aggressive, violent or abusive behaviour will not be tolerated. The LTA shall have the right to remove any person from the Hospitality Areas who demonstrates such behaviour.
6. It is not permitted for any Client or Guest to re-sell or transfer (whether for money consideration or otherwise) any hospitality tickets or packages that he/she may have purchased or acquired or to act as an agent in the sale of such hospitality tickets or packages.