



**THE  
KIA  
OVAL**

Surrey County Cricket Club  
The Kia Oval  
Kennington  
London SE11 5SS

T: 0203 946 0100  
www.KiaOval.com

Surrey County Cricket Club Ltd  
Registered in England  
Company Registration No 27896R  
VAT Registration No 236 148 272



## KOL AND OEL HOSPITALITY BOOKING TERMS AND CONDITIONS

### 1. INTERPRETATION

In these terms and conditions, the following words shall have the following meanings:

“Conditions” means the standard terms and conditions of sale set out in this document;

“Contract” means a legally binding contract made in accordance with Condition 2 of the Conditions;

“Customer” means the purchaser of the Hospitality Package;

“KOL” means Kennington Oval Limited or Oval Events Limited

“Deposit” means the deposit payable as detailed on the Seller<sup>1</sup>s invoice or as otherwise notified by the Seller in writing;

“Event” means the event to which the Hospitality Package relates;

“Factsheet” means the information concerning Hospitality Packages available from KOL as detailed in KOLs marketing literature and/or on the KOL’s website;

“Hospitality Package” means the hospitality package to be sold to the Customer by KOL which may include without limitation; a ticket to the Event together with catering at the Event within the facilities at or in the vicinity of the Venue;

“Price” means the price of the Hospitality Package detailed on the KOL’s invoice or as otherwise notified by KOL in writing;

“Proposal” means a proposal issued by KOL to the Customer detailing the Hospitality Package;

“Request” means a written request by the Customer to KOL of the Hospitality Package; Venue means the Kia Oval.

1.1. The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3. Where the context dictates in these Conditions, the singular shall include the plural and vice versa and any gender includes the other gender.

### 2. BASIS OF SALE

2.1. KOL may issue a Proposal to the Customer detailing the Hospitality Package on offer or the Customer may issue a Request to KOL detailing the Hospitality Package required.

2.2. The acceptance by KOL of a confirmation of requirements for the booking of a Hospitality Package by the Customer shall supersede any Proposal or Request (neither of which shall have any contractual force or effect), and the acceptance of such a confirmation shall constitute an offer by KOL to sell the Hospitality Package to the Customer subject to these Conditions.



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- 2.3. Subject to the availability of the relevant Hospitality Package at the time of such receipt by KOL, the receipt by KOL of an email booking confirmation, the receipt of a posted/faxed booking confirmation, or the receipt of the Deposit from the Customer (whichever event shall occur sooner) shall constitute acceptance of the booking by KOL and shall create a Contract subject to these Conditions.
- 2.4. These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Customer in the form of a Proposal, or upon which the Request is accepted or purported to be accepted by KOL.
- 2.5. Subject to Condition 3.1 of these Conditions, no variation of the Contract shall be binding unless agreed in writing by an authorised representative of KOL.
- 2.6. Any typographical, clerical or other error or omission in any Factsheet or other sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by KOL shall be subject to correction without any liability on the part of KOL.

### 3. VARIATION

- 3.1. Whilst every reasonable effort will be made to ensure that the Hospitality Package is in accordance with the details as set out on the Factsheet, KOL reserves the right in KOLs absolute discretion to make any changes to the Hospitality Package which do not in the opinion of KOL materially affect the quality of the Hospitality Package.
- 3.2. In the event that it is necessary for KOL to make any material change to the Hospitality Package (other than use reasonable endeavours to offer the Customer the option of an alternative Hospitality Package of comparable standard or, where such alternative Hospitality Package is not available or is unacceptable to the Customer, will repay to the Customer the Deposit and any additional Price already paid by the Customer.

### 4. TERMS OF PAYMENT

- 4.1. Where applicable the Deposit shall be paid by the Customer within 10 days of receipt by the Customer of KOLs invoice and shall (save as expressly provided in these Conditions) be non-refundable.
- 4.2. On receipt of an email booking confirmation, a faxed booking confirmation, or the receipt of the Deposit from the Customer the Hospitality Package shall deemed to be booked, subject to payment of the Price in full.
- 4.3. Where payment has not been made in full in advance, an invoice detailing the amount of the Price outstanding shall be sent by KOL to the Customer prior to the Event and the Customer shall pay the remainder of the Price in full (including any additional amount added after the Price was initially quoted to



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the Customer) no later than 12 weeks prior to the Event (time for payment being of the essence).

- 4.4. The Price in respect of any bookings made within 12 or fewer weeks of the relevant Event must be paid in full by the Customer at the time of booking and the Price in respect of any bookings made within 7 days of the relevant Event must be paid in full by an authorised credit card.
- 4.5. Any additional fees or charges for any additional goods or services provided by or on behalf of KOL for the Customer at the Event at the Customer<sup>1</sup>s request which are not included in the Hospitality Package shall be paid for in full by the Customer by an authorised credit card.
- 4.6. If the Customer fails to pay the Price in full by the due date as detailed on the invoice, or the Customer gives the Seller notice in writing of its intention to cancel the Hospitality Package then, without prejudice to any other right or remedy available to KOL, KOL shall be entitled to cancel the Contract and suspend provision of the Hospitality Package and any further Hospitality Packages to the customer and; the Customer shall be liable to the Seller for the below cancellation fee save where otherwise agreed in writing by the Seller:

<u>Period to the commencement of the Event</u>	<u>Cancellation Fee</u>
From Confirmation of the booking to 12 weeks	25% of contracted amount
12 weeks or less	100% of contracted amount

- 4.7. In the event that the Contract is cancelled in accordance with Condition 4.6 and KOL is able to re-sell the Hospitality Package for the full Price after payment by the Customer of the Price, the Seller shall reimburse to the Customer the full Price.
- 4.8. In the event that the Contract is cancelled in accordance with Condition 4.6 and the Customer has made payment exceeding the due cancellation fee, KOL shall reimburse to the Customer the overpaid amount.
- 4.9. All payments made by credit card will be subject to a 2 per cent service charge.

**5. DELIVERY**

- 5.1. Delivery of the Tickets shall be deemed to be made on the earliest occurrence of either; collection of the Tickets by the Customer from KOL, or delivery of the Tickets by KOL to the Customer, or delivery of the Tickets by KOL to a third party carrier for delivery to the Customer.
- 5.2. Any dates quoted for delivery of the Tickets are approximate only and KOL shall not be liable for any delay in delivery of the Tickets however caused. Time for



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delivery shall not be of the essence unless previously agreed by an authorised representative of KOL in writing.

- 5.3. Tickets will not be issued to the Customer prior to receipt and bank clearance of payment in full of the Price in respect of the relevant Hospitality Package.
- 5.4. The Customer can be refused entry to the ground on the day of the game if they arrive without full prior payment of their Hospitality Package.

## 6. RISK AND PROPERTY

- 6.1. Risk of damage to or loss of the Tickets shall pass to the Customer: (a) in the case of Tickets collected from KOLs premises, at the time when KOL notifies the Customer that the tickets are available for collection; or (b) in the case of Tickets to be delivered to the Customer<sup>1</sup>s premises by KOL, when KOL leaves KOLs premises to make such delivery; or (c) at the time of posting, if the Tickets are to be posted by KOL to the Customer; or (d) at the time of KOL handing the Tickets to a third party, if the Tickets are to be delivered by a third party carrier.
- 6.2. Once risk of damage to or loss of the Tickets has passed to the Customer in accordance with Condition 6.1 KOL shall not be liable to replace any lost or damaged Tickets.
- 6.3. Notwithstanding delivery and the passing of risk in the Tickets, or any other provision of these Conditions, the property in the Tickets shall not pass to the Customer until KOL has received in cash or cleared funds the payment in full of the Price and all other sums due to KOL from the Customer.
- 6.4. Until such time as property in the Tickets passes to the Customer, the Customer shall hold the Tickets as KOLs fiduciary agent and bailee, and shall keep the Tickets properly stored, protected, insured and identified as KOLs property.
- 6.5. Until such time as property in the Tickets passes to the Customer, the seller shall be entitled at any time to require the Customer to deliver the Tickets to KOL.
  - 7.6 All Tickets are non-transferable and the Customer shall not be entitled to sell or to pledge or in any way transfer, or charge by way of security for any indebtedness any of the Tickets.
- 6.6. KOL reserve the right to provide alternative seats at an Event to those specified on the Ticket if the staging of the Event reasonably requires, provided that they are of no less value to that stated on the Ticket.
- 6.7. Ownership or possession of a Ticket does not confer any rights (by implication or otherwise) on the Customer to use, alter, copy or otherwise deal with any symbols, trade marks, logos and/or intellectual property appearing on the Ticket.

## 7. WARRANTIES AND LIABILITY



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- 7.1. Subject as expressly provided in these Conditions, and except where the Hospitality Package is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.2. Where the Hospitality Package is sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.
- 7.3. Any complaints concerning the Hospitality Package must be notified to KOL in writing as soon as reasonably practicable after the Event.

## 8. LIMITATION OF LIABILITY

- 8.1. Notwithstanding anything to the contrary contained in the Factsheet or these Conditions, KOL shall not be liable to the Customer for any indirect or consequential loss or damage (including, without limitation, loss of revenue, loss of profits or loss of anticipated savings) arising out of or in connection with the performance or any breach of the Contract and the maximum liability of KOL to the Customer in aggregate for any and all claims made against KOL in contract, tort or otherwise under or in connection with the subject matter of the Contract shall not exceed the total Price paid for the Hospitality Package by the Customer to KOL in respect of the Contract.
- 8.2. Nothing in this Condition 8 shall operate to exclude liability for death or personal injury resulting from the negligence of KOL.

## 9. FORCE MAJEURE

- 9.1. KOL shall not be liable to the Customer or be deemed to be in breach of the Contract or these Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract or to these Conditions if the delay or failure is due to any act beyond KOLs reasonable control, including but not limited to; any Act of God, explosion, flood, tempest, fire or accident; war or threat of war, terrorist activity or threat of terrorism, sabotage, insurrection, civil disturbance or requisition, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or local authority, import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes, power failure or postponement or cancellation of the Event.

## 10. CUSTOMER DEFAULT

- 10.1. KOL may without prejudice to any rights or remedies which it may have against the Customer defer or cancel the Contract if:



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- (a) the Customer commits a material breach of any of its obligations under the Contract which is not capable of remedy; or
- (b) the Customer has committed a material breach of any of its obligations under the Contract which is capable of remedy but which has not been remedied within a period of 10 days following receipt of written notice to do so; or
- (c) the Customer enters into any compromise or arrangement with its creditors, or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other party<sup>1</sup>s undertaking or assets; or
- (d) the Customer (if in business) ceases or threatens to cease to carry on its business; or
- (e) the Customer (if an individual) is made bankrupt; or
- (f) the Customer fails to pay the Price in full with less than 8 weeks remaining prior to the Event following the issue of an invoice requesting payment of the Price.

## 11. INDEMNITY

- 11.1. The Customer shall indemnify KOL in full against and hold KOL harmless from all claims, costs, damages, liabilities, expenses (including but not limited to legal expenses) demands and judgements awarded against or incurred or paid by KOL as a result of or in connection with any and all acts or omissions of the Customer, its guests, employees, agents or subcontractors including but not limited to acts or omissions at the Event and damage caused to the Venue by the Customer or its guests.

## 12. VENUE CONDITIONS

- 12.1. The Customer is responsible for its guests and will procure that its guests comply with these Conditions (where relevant) and with any rules, regulations and directions set down by KOL, without limitation, any and all conditions of sale applicable to Tickets.
- 12.2. The Customer will not resell or otherwise transfer or offer for sale or transfer any part of a Hospitality Package without the prior written consent of KOL.
- 12.3. The Customer will not use any or part of a Hospitality Package (including, for the avoidance of doubt, any Tickets) as prizes in competitions, sweepstakes, raffles, draws or for other similar commercial, promotional or charitable purposes without KOL's prior written consent.
- 12.4. The Customer will not display any signage, promotional material or other such items anywhere at the Venue without KOLs prior written consent.



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- 12.5. The Customer shall be responsible for ensuring the good and orderly behaviour of its guests whilst at the Venue and shall ensure that any person behaving in an unruly or abusive manner shall leave the Venue if requested to do so by KOL
- 12.6. As a minimum, smart casual attire is required in the facilities at the Venue and KOL reserves the right to refuse admission to any person wearing inappropriate items of clothing and/or footwear or to require any such person to leave the premises. Specific advice in relation to dress code will be included in the event information section of any hospitality documentation sent to the Customer.
- 12.7. Where drinks are bought on a consumption basis, returns of open bottles of wine, spirits, and part kegs of draught beer and lager cannot be accepted.
- 12.8. KOL accepts no responsibility for personal possessions brought into the Venue by the Customer or its guests.
- 12.9. A breach by the Customer of paragraph 13.2 or 13.3 shall entitle KOL to terminate the Contract without refund to the Customer.
- 13.9(a). Under no circumstances may any person at the ground use a mobile telephone, computer or other kind of communication device either (i) to communicate or in any way transmit any form of commentary, data or other material in relation to a cricket match taking place at the ground for any kind of improper betting or other corrupt or unlawful purpose; or (ii) to conduct betting activity in a public pitch-facing part of the ground in a way which, in [the Club's] (or its appointed nominee's) opinion, otherwise brings the game or [the Club] into disrepute or which offends (or is likely to offend) other spectators.

### 13. GENERAL

- 13.1. The Contract is personal to the Customer and the Customer shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract. The Seller shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Contract to third parties.
- 13.2. Notices shall be deemed to be served on delivery when delivered by hand, on receipt of a printout confirming due transmission when transmitted by electronic mail or facsimile, or 5 days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective party at the address made known by each party prior to entering into the Contract. If a party changes its address for notification purposes, then it shall give the other party written notice of the new address and the date on which it shall become effective.
- 13.3. No waiver by the Seller of any breach of the Contract or these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.



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- 13.4. Nothing in the Contract or these Conditions shall constitute or be construed as constituting a partnership or joint venture between the Seller and the Customer or shall authorise either party to enter into contractual relationships or incur obligations on behalf of the other party.
- 13.5. An entity which is not expressly a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.
- 13.6. If any provision of these Conditions or the Contract is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the invalidity or unenforceability of that provision will not affect the validity or enforceability of the remainder of these Conditions and the Contract shall continue in full force and effect.
- 13.7. The Seller will use the data supplied by the Customer in order to inform the Customer of future Events and offers.
- 13.8. If Condition 7.1 of these Conditions is deleted (which shall be indicated on the invoice issued to the Customer) separate Conditions (in lieu of Condition 7.1) will be attached to these Conditions.
- 13.9. These Conditions and the Contract shall be governed by and construed in accordance with the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.

#### 14. REFUND

If play is restricted or does not take place at the Ground on the day for which your hospitality package was valid, you will be issued a refund equalling the face value of the highest general admittance ticket price only for that particular event (see [kiaoval.com](http://kiaoval.com) for ticket prices) - Claims for refunds are subject to there being:

##### Test Match

Days 1 to 4 of the Test Match:

(a) **15 overs or less because of adverse weather conditions or completion of the match** - a full refund; of the highest general admittance ticket price for that particular day.

(b) **15.1 overs to 29.5 overs because of adverse weather conditions or completion of the match** - a 50% refund of the highest general admittance ticket price for that particular day.

Day 5 of the Test Match:

(a) No play because the match has been completed – a full refund (of the highest general admittance ticket price for that day). - **Please be aware that no refund will be given should any play occur on the last day of the Test Match at The Kia Oval.**

##### One Day International

If play is restricted or does not take place at the Ground on the day for which your hospitality package was valid, you will be issued a refund equalling the face value of





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the highest general admittance ticket price only for that particular event (see [kiaoval.com](http://kiaoval.com) for ticket prices) - Claims for refund are subject to there being:

- a) **15 overs or less because of adverse weather conditions and no result is obtained** - a full refund for the sum of the highest general admittance ticket price;
- b) **15.1 overs to 29.5 overs because of adverse weather conditions and no result is obtained** - a 50% refund for the sum of the highest general admittance ticket price.

#### Domestic Cricket

If play is restricted or does not take place at the Ground on the day for which your hospitality package is valid, you may claim a refund equalling the face value of the highest general admittance ticket price only for that particular event (see [kiaoval.com](http://kiaoval.com) for ticket prices) The price of the hospitality part of the package is non-refundable - Claims for a refund are subject to there being:

#### **T20 BLAST HOSPITALITY REFUND SCHEME**

24.5 overs or less because of adverse weather conditions on the day for which your package is valid and no result is achieved – a full refund\* equalling the face value of the highest general admittance ticket price only for that particular event

#### **ONE DAY CUP**

- 10 overs or less are bowled on the day – a full refund\* equalling the face value of the highest general admittance ticket price only for that particular event
- More than 10 but less than 25 overs are bowled on the day – a 50 % refund\* equalling the face value of the highest general admittance ticket price only for that particular event

#### **COUNTY CHAMPIONSHIP DIVISION 1**

19.5 overs or less because of adverse weather conditions – a full refund\* equalling the face value of the highest general admittance ticket price only for that particular event

\*In no other circumstances can money be refunded.

#### **THE HUNDRED**

If there are 100 balls or less of play and no result, due to adverse weather, on the day for which the Ticket is valid, an automatic full refund of the Match Ticket value only (i.e. excluding any hospitality element of any Match Hospitality Ticket) will be made to the original Ticket Purchaser. In no other circumstances will a refund be issued.

**Please note that all claims for refunds or other queries must be directed to the original point of purchase.**