



**THE
KIA
OVAL**

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

T: 0203 946 0100
www.KiaOval.com

Kennington Oval Ltd
Registered in England
Company Registration No 4865918
VAT Registration No 832 604 741



Kennington Oval Limited & Oval Events Limited

Hospitality Booking Terms and Conditions

Effective from: 21 August 2023

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’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.

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

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.

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

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, or the receipt of the Deposit from the Customer (or payment received online) shall constitute acceptance of the booking by KOL and shall create a Contract subject to these Conditions.

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.

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.



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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.

KOL will view all bookings are provisional until full payment has been received. The Hospitality experience is subject to availability and these terms and conditions, as well as General Ground Regulations, including any relevant Covid or Public Health policies. KOL will not release any tickets until all funds have been received. Customers who have booked an experience will receive either a booking confirmation, or an invoice. At this point a legally binding contract is in place between KOL and the customer. If a booking is made 12 weeks before the game the customer must pay in full. KOL reserves the right to update and amend the content of the hospitality package, and to provide the package at a different part of the ground in order to accommodate touring team requirements.

3. VARIATION

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 to make any changes to the Hospitality Package which do not in the opinion of KOL materially affect the quality of the Hospitality Package.

4. BOOKING VIA A RESELLER

Bookings made via an appointed 3rd Party shall be in accordance to the resellers terms and conditions as advised by the reseller.

KOL advises the customer that only purchases made through official approved resellers will be valid for entry to the ground.

5. PAYMENT TERMS

Where applicable a 50% deposit must be paid within 10 working days of receiving the invoice from KOL. The Balance must be paid 12 weeks prior to the match day. Deposits are strictly non refundable unless for reasons mentioned in the terms and conditions.

On receipt of an email booking confirmation, or the receipt of the Deposit (or full payment if booked online) from the Customer the Hospitality Package shall deemed to be booked, subject to payment of the Price in full.

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.

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's request which are not included in the Hospitality Package shall be paid for in full by the Customer by an authorised credit card.

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. KOL will give the customer 24 hours notice to remedy in writing before cancelling.



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6. CANCELLATION

KOL reserve the right to offer alternative facilities if required.

KOL will use reasonable endeavours to ensure that the experience is delivered as advertised, however KOL reserves the right to vary an experience without further notice or liability to the customer as long as the variation does not impact the quality.

If the match day is to differ from the original date, KOL shall notify the customer via e-mail and the website as soon as possible.

If the customer can no longer attend the new date, or if the game is played behind closed doors, the customer has the right to cancel the contact by e-mail at hopsitality@kiaoval.com within 5 days of the announcement.

KOL will refund the customer within 30 working days.

All bookings remain the property of KOL.

7. WARRANTIES AND LIABILITY

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.

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.

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

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.

Nothing in this Condition 8 shall operate to exclude liability for death or personal injury resulting from the negligence of KOL.

9. FORCE MAJEURE

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 KOL's 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.



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10. CUSTOMER DEFAULT

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

- 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'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

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 & OBLIGATIONS

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.

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.

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.

The Customer will not display any signage, promotional material or other such items anywhere at the Venue without KOL's prior written consent.

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 as per ground regulations: <https://www.kiaoval.com/kia-oval-ground-regulations/>

Any breaches of the Venue Conditions KOL withhold the right to terminate the contract without refund to the customer.

13. GENERAL



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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.

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.

The seller will use the data supplied by the customer to deliver the purchase, and the customer agrees that KOL may contact the customers with details of future fixtures and events.

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.

The Kia Oval does not permit Smoking and vaping within the main bowl of the stadium. The customer is permitted to smoke in dedicated areas only. Failing to comply will result in ejection.

The Kia Oval has a zero tolerance policy on drugs. Anyone found using or in possession of drug will be ejected and may be handed over to the police.

The Kia Oval operates a challenge 25 policy. ID will be required for service. The venue has the right to refuse clients service, as well as ejecting those that are deemed intoxicated.

Under 18's are welcome in all hospitality areas for domestic matches, but must be accompanied by an adult and will require a ticket.

Under 2's are classed as 'Babe in Arms'. Clients are kindly asked, where possible, not to bring pushchairs into the venue due to a lack of storage capacity.

The Kia Oval is a safe and welcoming venue. KOL will not tolerate any abuse towards staff or other guests.

Hospitality Bars will close 30 minutes after last ball.
All facilities close 1 hour after close of play.

Any person who makes abusive or threatening comments, or who acts in an inappropriate manner is subject to ejection.

It is the customers responsibility to ensure all dietary requirements are supplied to the venue 2 weeks in advance of the fixture. However KOL does not guarantee that any food or drink products are free from allergens.

Any property left at the venue is at risk of owner.

The customer agrees to inform KOL staff on the day of any issues. KOL, where possible will aim to rectify issues on the day.

14.ANTI SLAVERY POLICY

KOL abides by all relevant and applicable laws and regulations, including but not limited to:

The Bribery Act 2010 and all other applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption;
The Equality Act 2010 and all other applicable laws, regulations, codes and sanctions relating to anti-discrimination;
the Modern Slavery Act 2015 and all other applicable laws, regulations, codes and sanctions relating to anti-slavery and human trafficking.



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15. SAFEGUARDING

The customer agrees to be responsible for carrying out their own safeguarding risk assessment for the event, and to be responsible for the duty of care, activities, behaviour and supervision of the children , young people and or adults considered at risk within those groups when hiring and or using the venues facilities.

The customer shall be responsible for providing any accessibility requirements or allergen information for children and young adults.

16. REFUND

INTERNATIONAL MATCHES:

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 for ticket prices). Should play finish before lunch on Days 1-4, KOL will serve all scheduled food and keep bars open for up to 2 hours after close of play. Claims for refunds are subject to there being:

TEST MATCH

Days 1 to 4:

(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 30 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.

(C) Should the match be completed the day before you are due to attend – the customer will be offered either a credit for an alternative fixture for the same season, or a full refund.

Day 5 of the Test Match:

(a) No play because the match has been completed – a full refund of your entire hospitality package- 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.

ODI

If play is restricted 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 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 30 overs because of adverse weather conditions and no result is obtained - a 50% refund for the sum of the highest general admittance ticket price.

IT20

9.5 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. If a result is achieved, no refund will be given.



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DOMESTIC MATCHES:

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 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

9.5 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. If a result is achieved, no refund will be given.

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

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

Double-Header Match Day: if 100 balls or less are bowled in respect of *both* Matches on the day for which the Ticket is and no result is obtained in respect of both Matches, a full refund of the highest general admittance ticket will be made.

Double-Header Match Day: if 100 balls or less are bowled in respect of *one* of the two Matches on the day for which the Ticket is valid and no result obtained in respect of such Match, a partial refund equal to 50% of the highest general admittance ticket will be made.

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