

SuperRugby 2018

BOOKING FORM

Forms to be completed and returned to SAIL via email scan to bookings@sail.co.za

Company Name _____

Person First Name and Surname _____

Day Time Telephone Number _____

Cell Number _____

Fax Number _____

Email address _____

Company VAT Number _____

Company Registration Number _____

Company Order Number _____

Postal Address _____

Postal Code _____

Accountant's Name _____

Accountant's Telephone Number _____

Accountant's Email Address _____

Industry

Banking

Automotive

Telecommunications

Media & Advertising

IT

Please Indicate the Following

Loftus Versfeld Stadium – VIP Hospitality

<input type="checkbox"/> 24 February 2018	R1950.00 p/p excl. VAT	No. of packages	<input type="text"/>
<input type="checkbox"/> 3 March 2018	R1950.00 p/p excl. VAT	No. of packages	<input type="text"/>
<input type="checkbox"/> 31 March 2018	R1950.00 p/p excl. VAT	No. of packages	<input type="text"/>
<input type="checkbox"/> 21 April 2018	R1950.00 p/p excl. VAT	No. of packages	<input type="text"/>
<input type="checkbox"/> 28 April 2018	R1950.00 p/p excl. VAT	No. of packages	<input type="text"/>
<input type="checkbox"/> 12 May 2018	R1950.00 p/p excl. VAT	No. of packages	<input type="text"/>
<input type="checkbox"/> 26 May 2018	R1950.00 p/p excl. VAT	No. of packages	<input type="text"/>
<input type="checkbox"/> 7 July 2018	R1950.00 p/p excl. VAT	No. of packages	<input type="text"/>

Please note that all packages are excluding VAT

Dietary Requirements

Subject to a surcharge

<input type="checkbox"/> Kosher	No. of packages	<input type="text"/>
<input type="checkbox"/> Halaal	No. of packages	<input type="text"/>
<input type="checkbox"/> Vegetarian	No. of packages	<input type="text"/>
<input type="checkbox"/> Other (Please Specify) _____	No. of packages	<input type="text"/>

Please note: No booking will be accepted without a signed TERM & CONDITIONS

Thus signed and duly agreed on

Signature _____ Date _____

Signed by (Name and Surname) _____

HOSPITALITY BOOKING - TERMS AND CONDITIONS

1. Booking and confirmation

- 1.1 Incomplete booking forms will not be processed by SAIL. The Client warrants to SAIL that all information supplied in the booking form is true and correct.
- 1.2 All completed booking forms must either be hand delivered or emailed (the Client shall ensure that the scanned copy of the hospitality booking form is legible) to SAIL at the address or email addresses stipulated in the hospitality booking form.
- 1.3 **On return of the completed hospitality booking form by the Client to SAIL, it shall constitute an offer by the Client to purchase the Hospitality Packages from SAIL, which offer shall valid for a period of 30 (thirty) Days, calculated from the date of that the booking form is received by SAIL.**
- 1.4 It is the obligation of the Client to ensure that SAIL is in receipt of the hospitality booking form.
- 1.5 No provisional bookings will be considered by SAIL.
- 1.6 There are a limited number of packages available for each Event and bookings will be assigned and reserved on a first come first booked basis. All sales of Hospitality Packages are subject to availability before confirmation by SAIL.
- 1.7 Upon receipt of the booking form, SAIL will consider the Client's application. SAIL reserves the right to refuse to sell Hospitality Packages to any person / entity.
- 1.8 **If SAIL, in writing, informs the Client that its application for Hospitality Package(s) has been unsuccessful, due to insufficient capacity or for any reason whatsoever, which decision is entirely at SAIL's sole discretion, then the offer for a period of 30 (thirty) days, shall immediately lapse and the Client shall have no claim for damages (direct or consequential damage), against SAIL as a result of SAIL's decision not to sell any Hospitality Packages to Client.**

2. Confirmation

- 2.1 SAIL is deemed to have accepted the Client's application for Hospitality Packages by sending the Client an invoice for payment by the Client.

3. Invoicing and payment

- 3.1 On receipt of the invoice from SAIL in terms of clause 2.1, the Client shall pay the full amount reflected in the invoice as per the bank details reflected on the invoice, as follows:
 - 3.1.1 If the Event is being hosted 30 (thirty) Days or more from the date of invoice, then the Client shall pay the full purchase price within 14 (fourteen) Days of receipt of invoice.
 - 3.1.2 If the Event is being hosted less than 29 (twenty nine) Days but more than 14 (fourteen) Days from the date of invoice, then the Client shall pay the full purchase price within 7 (seven) Days of receipt of invoice;
 - 3.1.3 If the Event is being hosted less than 13 (thirteen) Days but more than 5 (five) Days from the date of invoice, then the Client shall pay the full amount within 5 (five) Days of receipt of invoice.
 - 3.1.4 If the Event is being hosted less than 4 (four) Days from the date of invoice, then the Client shall pay the full purchase price on receipt of invoice.
- 3.2 The Client shall ensure that it furnishes SAIL with proof of payment. Payment is only deemed to have been received by SAIL upon clearance of the funds by the relevant bank into the account of SAIL. No cheques will be accepted.

4. Collection and release of Hospitality Packages

- 4.1 Once the full purchase price for the Hospitality Packages is reflected into SAIL's banking account, SAIL will inform the Client, of the date, time and location where the Hospitality Packages can be collected.
- 4.2 Collection must be made by the Client personally or, if the Client is a company, the Hospitality Package may be collected by its duly authorized representative. It is the obligation of the Client to inform SAIL of the name and identity number of such representative.
- 4.3 When collecting the Hospitality Package, the Client shall ensure that the necessary identification document is provided and presents such identifying document to SAIL for purposes of confirming that he / she is the person reflected in the hospitality booking form.
- 4.4 For security reasons, SAIL does not post / courier any Hospitality Packages to any Client, nor does SAIL deliver any Hospitality Packages to any Client, unless otherwise agreed by SAIL. If the Client has specifically requested SAIL, in writing, to post / courier the Hospitality

packages to the address provided by the Client, then SAIL will not be liable for any damages/ loss and will be absolved of any responsibility or fault should such parcel / mail containing the Hospitality Package be misplaced by the postal office or the courier company. The Client shall be responsible for the costs of posting / couriating the Hospitality Costs and must be paid immediately upon request by SAIL, failing which SAIL will not post / courier the parcel to the Client.

- 4.5 SAIL will not replace any general access tickets that have been lost, destroyed or misplaced by the Client, for any reason whatsoever.

5. Information and pricing

- 5.1 Whilst every effort will be made to ensure the accuracy of the information contained in the website or brochure, such information is subject to alteration at any time without prior notice and SAIL will not be bound to comply exactly therewith. **SAIL shall not be held liable for any inaccuracies in any websites or brochures supplied by it and SAIL shall not be held liable for damages or loss arising out of such faulty information.**
- 5.2 SAIL shall be entitled, in its sole discretion, to determine the pricing for the Hospitality Package and may adjust the price in accordance with the prevailing market conditions without prior notice. No price change will be implemented once an invoice as referred to in clause 2.1 is received by the Client.

6. Catering and special dietary requirement

- 6.1 SAIL will provide and offer catering as well as a variety of alcoholic and non alcoholic beverages in the suite and hospitality areas. All food and alcoholic beverages must be consumed within the hospitality area.
- 6.2 It is the Client's obligation to ensure that SAIL is notified on the hospitality booking form, of any special dietary requirements (Vegetarian, Halaal or Kosher) whether for himself / herself or for any its guests and invitees at an additional cost, failing which it shall be deemed that no special dietary requirements is necessary.

7. Access to suites and hospitality area

- 7.1 To gain access to the suite or the hospitality area, the Client shall ensure that the necessary accreditation pass is worn and presents such accreditation pass together with the general access ticket to the security guard at the Event. No access to the suite or hospitality area will be granted, without the necessary accreditation pass or general access ticket being presented at the security check point.
- 7.2 The Client shall ensure that the accreditation pass is worn in an appropriate way (i.e. wrapped around the bearer's wrists or worn around the bearer's neck) and must be shown to any of SAIL's staff upon request, failing which, SAIL may evict the Client or any of its guests or invitees from the suite or the hospitality area / from the stadium or venue.
- 7.3 Rights of admission to the hospitality areas are reserved by SAIL.

8. Cancellation or postponement of Event

- 8.1 Should the Event, due to force majeure event or for any reason beyond SAIL's reasonable control:
 - 8.1.1 be cancelled more than 7 (seven) Days prior to the Event, then SAIL undertakes to refund the full purchase price of the Hospitality Package to the Client;
 - 8.1.2 be cancelled less than 7 (seven) Days but 3 (three) Days prior to the scheduled date of the Event, then SAIL will refund 50% (fifty percent) of the full purchase price of the Hospitality Package to the Client.
 - 8.1.3 be cancelled 2 (two) Days prior to the Event, then SAIL will refund 25% (twenty five percent) of the full purchase price of the Hospitality Package to the Client;
 - 8.1.4 be cancelled less than 48 hours prior to the Event, then SAIL shall not refund any part of the purchase price.
 - 8.1.5 be postponed, then the Hospitality Package will remain valid and redeemable on the postponed date. If, however, on the postponed date, the Event is again postponed or cancelled for any reason whatsoever, then it shall be deemed that the Event has been cancelled and SAIL will refund 25% (twenty five percent) of the full purchase price of the Hospitality Package to the Client.

9. Non Payment and cancellation by the Client

- 9.1 **If the Client fails or omits to pay the full amount reflected in the invoice and within the time stipulated in clause 3.1, it shall constitute a cancellation by the Client and SAIL shall be entitled to claim cancellation fees on the same basis as set out in clause 9.2.**
- 9.2 **If the Client wishes to cancel the Hospitality Package, after SAIL has confirmed the booking in of clause 2, then SAIL shall be entitled to charge cancellation fee as follows:**
 - 9.2.1 **if the Client notifies SAIL of the cancellation, more than 14 (fourteen) Days prior to the Event**

then SAIL shall levy a cancellation fee of 25% (twenty five percent) of the total purchase price (inclusive of VAT) of the Hospitality Package (without interest);

9.2.2 if the Client notifies SAIL of the cancellation more than 7 (seven) Days prior to the Event, then SAIL shall levy a cancellation fee of 50% (fifty percent) of the total purchase price (inclusive of VAT) of the Hospitality Package (without interests);

9.2.3 if the Client notifies SAIL of the cancellation, less than 7 (seven) Days prior to the Event, then SAIL shall levy a cancellation fee of 100% (one hundred percent) of the total purchase price (inclusive of VAT) of the Hospitality Package (without interests).

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9.3 All cancellation of the Hospitality Package by the Client in terms of clause 9.2 must be given in writing to SAIL.

9.4 Should the Client fail or omits to pay the full amount and within the time period required in terms of clause 3.1 or if the Client elects to cancel the Hospitality Package in terms of clause 9.2, then SAIL shall be entitled in its sole and absolute discretion to deal with the Hospitality Packages as it may deem fit..

9.5 Should the Client wish to reverse the cancellation in terms of clause 9.3, alternatively pays the full amount due and wishes to proceed with the booking, then this shall be in the sole operational discretion of SAIL.

10. Restrictions

10.1 The Client shall not be entitled to transfer the Hospitality Packages acquired by it to any third party. The Client is prohibited from advertising and on selling Hospitality Packages and/or host a competition wherein the Hospitality Packages is included as a prize, unless otherwise agreed by SAIL, in writing, which decision is within SAIL's sole and absolute discretion.

10.2 Any contravention of clause 10.1 by the Client (whether intentionally or otherwise), SAIL shall be entitled to withdraw the Hospitality Package and evict the Client, its guests, invitees as well as the person who have gained access to the hospitality area illegally.

10.3 The Client is prohibited from selling any item, merchandise or goods within the suite or hospitality area, unless otherwise agreed by SAIL, in writing which decision is within SAIL's sole and absolute discretion. Offenders will have their item, merchandise or goods removed without compensation and the Client, its guests, invitees will be evicted from the suite or hospitality area.

10.4 The Client is prohibited from smoking in the suite or in the hospitality areas. The Client hereby indemnifies SAIL against any prosecution or penalties that may be instituted or imposed by any competent authority as a result of contravening the Tobacco Control Act (as amended) by the Client.

10.5 SAIL abides and adheres to the Liquor Control Act (as amended), accordingly is prohibited by law to serve alcohol to any person under the age of 18 (eighteen). The Client and any of its guests and invitee's shall exercise control and ensure responsible drinking. SAIL will refuse to serve any alcoholic beverages to any person, should the Client or any of its guests and invitees fail to produce an identity documents (or any other form of identification). The Client or any of its guests and invitees shall be prohibited from knowingly (or reasonably should of known) serving, giving or allowing any person under the age of 18 (eighteen) to consume alcoholic beverages. The Client or any of its guests and invitees hereby indemnifies the venue owner, the suite owner and SAIL, its employees, agents, representatives or suppliers, (i) against any prosecution or penalties that may be instituted or imposed by any competent authority as a result of the Client or any of its guests and invitees contravening the provisions of the Liquor Control Act (as amended) (ii) against any injury or death suffered by any third party as a result of assault or physical altercation by the Client or any its guests and invitees intoxicated by alcohol and (iii) against loss of income or damages suffered as a result of the Liquor Control Board revoking, cancelling / withdrawing the venue owner, the suite owner or SAIL's existing liquor license or as a result of the Liquor Control Board's refusal to grant the venue owner, the suite owner or SAIL any liquor license in the future due to the Client or any of its guests and invitees contravening the Liquor Control Act (as amended).

10.6 The Client is prohibited from advertising the Hospitality Package through any medium for financial gain or to acquire any form of commercial exposure which would otherwise misrepresent or give a false impression to the general public that the Client is in any way associated with the Event, SAIL or the promoters of the Event, unless otherwise agreed by SAIL, in writing, which decision is within SAIL's sole and absolute discretion.

10.7 The Client shall have no right to use the official logo, official designations or name of the Event, SAIL or the Promoter, unless otherwise agreed by SAIL, in writing, which decision is within SAIL's sole and absolute discretion.

10.8 The Client is further prohibited distributing or exhibiting any promotional materials or commercial items of whatever nature during the Event, unless otherwise agreed by SAIL, in writing, which decision is within SAIL's sole and absolute discretion. Offenders will have their promotional materials or commercial items removed without compensation and the Client, its guests, invitees will be evicted from the suite or hospitality area.

11. Parking

If the Hospitality Package includes a parking ticket, then the Client acknowledges that he / she / it parks their vehicles at their own risk.

12. Children and minors

12.1 The Client or any of its guests and invitees shall ensure that any children and minors that accompany them to the Event are well supervised at all times.

12.2 The Client shall at all times be responsible for the safety of the children and minors that accompanying the Client or any of its guests and invitees. SAIL shall not be held liable for any or death of any minor or child, irrespective of whether such injury or death is caused by the negligence, omission or fault of SAIL or any of its employees, agents, representatives, suppliers or sub contractors.

13. Risk and indemnity

13.1 The Client and its guests and invitees enter the suite or the hospitality area entirely at his / her / its own risk.

13.2 SAIL, its employees, officers, agents shall under no circumstances be held liable for any injury, death, damages or loss of property suffered by the Client or any of his / her / its guests or arising from any act, or omission by SAIL, its employees, officers, agents and the Client hereby irrevocably indemnifies SAIL against such claims, loss or damages.

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14. Damages

14.1 The Client undertakes to pay all costs of repairing, restoring or replacing any proven damage to any part of the suite or hospitality area caused by any act, default, omission or neglect of the Client, his / her / its guests and invitees, within 7 (seven) Days of receipt of an invoice from SAIL.

15. Force Majeure

If SAIL is prevented by force majeure from complying with its obligations in terms of these Terms and Conditions, then the Client shall have no claim of any nature whatsoever against SAIL arising out of its consequent failure to provide hospitality services. For the purposes of this clause, a force majeure shall, without limitation of the generality of the foregoing, be deemed to include any act of God, strikes, lock outs, any labour / industrial actions, fire, explosions, terrorist attacks, war (whether declared or not), civil war, coup d'etat, invasion, any hostile acts of foreign enemies, riot, civil insurrection, military uprising, insurrection, rebellion, revolution, military or usurped power, flood, earthquake, lightning, action, intervention or decree of local or national government, interruption of services, such as water and electricity or any other cause beyond the reasonable control of the party affected.

16. General

16.1 This Terms and Conditions together with the hospitality application form constitutes the entire agreement between the parties and no terms, conditions representations, warranties or variations not contained herein shall be binding upon the parties unless agreed by the parties in writing.

16.2 Should SAIL institute action against the Client pursuant to a breach of the Client of this Terms and Conditions, then without prejudice to any other rights which SAIL may have, SAIL may recover from the Client all proven legal costs incurred by it, including party and party costs, tracing fees and such collection commissions as SAIL is obliged to pay its attorneys.

16.3 SAIL may cede and assign its right and obligations under these Terms and Conditions or in terms of the hospitality booking form. The Client shall not be entitled to cede any of its rights or delegate any of its obligations under this Terms and Conditions or in terms of the hospitality booking form, to any third party, without the prior written consent of SAIL.

I, _____ in my capacity as _____ of the Client, do hereby confirm that I have read and understood these Terms and Conditions and I hereby agree to abide by these Terms and Conditions as set out above.

DULY AUTHORISED: _____ DATE: _____