

HOSPITALITY FORM

**ONE DAY INTERNATIONAL
IRELAND – ENGLAND
May 3, 2019, Malahide Cricket Club**



PURCHASER / COMPANY NAME:

CONTACT PERSON:

COMPANY ADDRESS:

TEL NO:

MOBILE:

EMAIL ADDRESS:

PACKAGE TYPE:

PACKAGE DATE:

NUMBER OF TABLES OF 10:

TOTAL PRICE OF THE PACKAGE:

PLEASE PROVIDE THE ADDRESS AT WHICH YOU WISH YOUR HOSPITALITY PACKAGE SENT:

As provided above; or

Alternative address:

*Please note all lines above are mandatory and if any of them should remain blank, the reservation will not be processed.

PAYMENT TERMS:

Upon receipt of a completed Booking Form Cricket Ireland will issue an invoice addressed to the Purchaser. Payment of this invoice must be made by bank transfer

to the Cricket Ireland nominated bank account within 14 days of the date of the invoice or by valid credit or debit card. Cricket Ireland reserves the right to charge administration fees on payments made using certain payment methods/cards. Information of any such charges will be made available by Cricket Ireland and it is the responsibility of the Purchaser to check payment information carefully. A booking using the Booking Form is not confirmed until a written acknowledgement of the booking has been issued by Cricket Ireland and payment in full of the Fee has been received in cleared funds by Cricket Ireland.

A Booking Form provided to Cricket Ireland less than 30 days prior to the Event must be accompanied by immediate payment in full otherwise no booking or reservation will be accepted.

By signing the Booking Form, you (the Purchaser) acknowledge that you have carefully read, understood and agree to adhere to and be bound by the terms of the Booking Form and the Hospitality T&Cs appended below.

Signature:

Date:

Please return this booking form by email to: hospitality@cricketireland.ie or post to Cricket Ireland at: Unit 22, Grattan Business Park, Clonsaugh, Dublin 17, Ireland.

CRICKET IRELAND HOSPITALITY TERMS & CONDITIONS

1 Definitions and interpretation

In these Hospitality T&Cs, the following definitions apply:

Booking Form: the booking form signed by the Purchaser in accordance with clause 2.1 of Section 2;

Cricket Ireland: The Irish Cricket Union Company Limited by Guarantee (company number 452651 whose registered address is at Unit 22, Grattan Business Park, Clonsaugh, Dublin 17), being the governing body for cricket in Ireland and Northern Ireland;

Conditions of Entry: the Rules and the Ground Regulations;

Event: the One Day International Ireland – England Cricket match or part of a match event to be held at the Ground on 3 May 2019;

Facilities: the dedicated area located at the Ground at which hospitality is to be provided;

Fee(s): any and all fees set out in the Booking Form payable by a Purchaser to Cricket Ireland in relation to a Hospitality Package and any fees or other monies due pursuant to these T&Cs;

Force Majeure Event: any event or circumstances outside the reasonable control of Cricket Ireland including, without limitation, acts or threatened acts of terrorism, strikes, lockouts, industrial disputes or other restraints or stoppages of labour, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule or direction, rules or instructions of any regulatory body (including, without limitation, the Rules), inability to obtain supplies, inclement weather or weather unsuitable for the game of cricket, accident, breakdown of equipment, plant or machinery, fire, flood or storm;

Ground: Malahide Cricket Ground;

Ground Regulations: the ground regulations issued by Cricket Ireland that set out the terms and conditions upon which spectators are granted entry to the Ground;

Guest(s): any person(s) whom the Purchaser is authorised to invite to attend the Ground under that Purchaser's Hospitality Package;

Hospitality Package: a package allowing admission to the Event together with hospitality;

Purchaser: the purchaser of a Hospitality Package;

Rules: the Ground Regulations and any rules or regulations issued by Cricket Ireland including the terms and conditions attaching to general admission tickets for the Event;

Ticket(s): any ticket, voucher, booklet, card or other such entry materials which are provided by Cricket Ireland to the Purchaser to enable the Purchaser to exercise the benefits of the relevant Hospitality Package; and

Website: the Cricket Ireland website at www.cricketireland.ie

2 Purchase and payment

- 2.1 A contract shall be created, upon the Purchaser signing the Booking Form, providing same to Cricket Ireland by post or email and written confirmation of receipt by Cricket Ireland.
- 2.2 The purchase of a Hospitality Package grants the Purchaser and their Guests the right to use the Facilities at the Event.
- 2.3 Hospitality Packages are sold subject to availability and in Cricket Ireland's sole discretion and Cricket Ireland expressly excludes all liability for any loss, expense or other type of claim arising as a result of any unsuccessful attempt to purchase a Hospitality Package.
- 2.4 Purchasers must pay the Fee(s) in accordance with the payment terms set out in the Booking Form and / or any invoice issued to the Purchaser by Cricket Ireland.
- 2.5 The requirements under clauses 2.1 and 2.4 must be satisfied before any Tickets shall be released to the Purchaser.
- 2.6 Tickets shall be delivered to Purchasers before the date for use or shall be made available for collection at the Ground (whichever is agreed between the parties).
- 2.7 In the event that a Purchaser fails to pay the Fee on the relevant date to Cricket Ireland or where any payments are dishonoured, Cricket Ireland reserves the right to:
 - a) suspend or withdraw the relevant Hospitality Package and/or refuse entry to the Ground to the relevant Purchaser and their Guests;
 - b) prohibit the Purchaser from purchasing a Hospitality Package for any future event or match;
 - c) charge the Purchaser an administration fee and/or a sum equal to any bank charges incurred by Cricket Ireland as a result of the refused or dishonoured payment; and/or
 - d) take such action as it deems necessary to recover sums due to Cricket Ireland, and Cricket Ireland reserves the right to appoint a third party to recover any such sums.
- 2.8 Purchasers must be aged 18 or over at the time of purchase of a Hospitality Package.
- 2.9 The purchase of a Hospitality Package shall entitle a Purchaser and their Guests to receive the relevant tickets and to attend the event and to use the seat or seats and any associated facilities applicable to the Hospitality Package purchased.
- 2.10 All Purchasers and their Guests must present the relevant Hospitality Ticket and a wristband at entry or upon request.

3 Cancellation and withdrawal

- 3.1 Unless otherwise stated in these Hospitality T&Cs, once booked and/or purchased, no Purchaser shall be entitled to obtain any refund if they then wish to cancel their purchase of a Hospitality Package in whole or part and Cricket Ireland shall be entitled to seek full payment in respect of all Hospitality Packages booked. Cancellation or part cancellation of a Hospitality Package booking by the Purchaser must be made by post to Cricket Ireland - Unit 22, Grattan Business Park, Clonsaugh, Dublin 17 or by email to hospitality@cricketireland.ie.
- 3.2 Any Purchaser intending to cancel a booking must notify Cricket Ireland in writing immediately. Cancellations more than four weeks prior to the date of the Event will make the Purchaser liable to a cancellation charge of 40% of the amount invoiced to the Purchaser by Cricket Ireland. If cancellation occurs less than four weeks prior to the date of the Event, the cancellation charge will be 100% of the amount invoiced to the Purchaser by Cricket Ireland and no monies shall be refunded to the Purchaser. Should the event be cancelled due to circumstances beyond the control of Cricket Ireland (i.e. weather), Cricket Ireland will supply the elements of the Hospitality Package which they have not been rendered unable to supply. The Purchaser will be entitled to a refund only to the value of cost of the general admission tickets to the Ground forming part of the Ticket, and will not be entitled to any compensation or damages, or to claim any refund in relation to the balance of the cost of the Hospitality Package.
- 3.3 Cricket Ireland reserves the right to cancel or suspend any Hospitality Package, in whole or part, at any time, if allowing the Purchaser (or any of their Guests) to use the Hospitality Package could, in the opinion of Cricket Ireland, prejudice or be detrimental to the reputation of Cricket Ireland and/or if the Purchaser (or any of their Guests) is in breach of these Hospitality T&Cs. If a Hospitality Package is suspended or cancelled under this clause 3.3, the Purchaser shall not be entitled to a refund and no refund will be granted in relation to any person who is refused access to the Ground or ejected from the Ground under these Hospitality T&Cs, the Rules and/or the Conditions of Entry.
- 3.4 Cricket Ireland reserves the right to vary or change the date of the Event and/or commencement times. Cricket Ireland shall use reasonable endeavours to publicise any such change as far in advance as possible (including on the Website). In the event of a change in date or time of fixtures, Cricket Ireland will not be liable for any additional costs incurred by the Purchaser such as travel or accommodation costs but the Purchaser (and their Guests) shall be entitled to attend the rearranged Event (if any).
- 3.5 Cricket Ireland reserves the right to withdraw or amend any Hospitality Package in the event of any delays for any reason in the completion and availability of the Facilities. Cricket Ireland may, in its sole discretion,

allocate alternative seats, rooms, facilities or services to Purchasers. In the event of such a change, Cricket Ireland shall endeavour to provide a suitable replacement of equal or greater value than the Hospitality Package purchased.

4 Standards of behaviour and dress

- 4.1 The Purchaser and their Guests shall act in an orderly, proper and lawful manner, shall abide by the Rules, these Hospitality T&Cs and the Conditions of Entry and agree to conduct themselves at all times in a manner befitting a representative of Cricket Ireland and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of Cricket Ireland into disrepute.
- 4.2 The Purchaser and their Guests shall not:
 - a) cause any damage to the Ground;
 - b) treat Cricket Ireland staff or any person at the Ground in a threatening or abusive manner;
 - c) engage in any abusive, dangerous or other unacceptable behaviour (including, for the avoidance of any doubt, any homophobic, sexual, sectarian, racial or discriminatory behaviour in any form, whether physical, verbal or other) in or around the Ground;
 - d) bring into the Ground any food, drink (including alcohol) or dangerous or illegal substances.
- 4.3 Smoking on the ground is only allowed in designated areas.
- 4.4 Children under the age of 18 are permitted within hospitality areas; however, they must be accompanied by a responsible adult at all times.

5 Rearranged or abandoned Event

- 5.1 If the Event is rearranged for reasons outside Cricket Ireland's control, Cricket Ireland shall inform the Purchaser in writing as soon as is reasonably possible. If the Purchaser wishes to cancel or otherwise change their Hospitality Package booking, they must inform Cricket Ireland in writing as soon as possible and in any event no later than 7 days after the date of the notice of the rearranged Event.

6 Event day

- 6.1 Where possible, Tickets will be forwarded to Purchasers no later than approximately 20 working days before the Event, provided that full cleared payment has been received by Cricket Ireland. It is the Purchaser's responsibility to check that all Tickets are complete and correct when received. If any items are missing from the Tickets, the Purchaser should contact Cricket Ireland immediately. The Tickets will consist of a Hospitality wallet with: Admission Tickets, Hospitality wristbands, running order and welcoming letter. No person will be admitted to the Hospitality Facility without a valid Admission Ticket and a Hospitality wristband. No liability is

accepted by Cricket Ireland in the event that a Guest is denied entry to the Facilities or any other part of the Ground as a result of any Guest failure to comply with this Agreement.

- 6.2 It is the responsibility of the Purchaser to check:
 - a) that Cricket Ireland holds the correct details for them/their Guests and that the correct details appear on the Tickets; and
 - b) the dates and time of the Event, which may be subject to alteration.
- 6.3 Only one person will be admitted to the Ground in respect of each Ticket and seat.
- 6.4 Cricket Ireland reserves the right in its sole discretion to allocate alternative seats, rooms, facilities or services to Purchasers (for example where relocation is necessary in order to comply with the Rules or for operational reasons). In the event of such a change, Cricket Ireland shall endeavour to provide a suitable replacement of equal or greater value than the Hospitality Package purchased.
- 6.5 If a Purchaser and their Guests number fewer than 10 people, they may be required to share a table with other hospitality guests not in their party.

7 Tickets

- 7.1 Cricket Ireland is not responsible for any Ticket which is lost, stolen, forgotten, damaged, defaced or destroyed (whether a Ticket is damaged, defaced or destroyed shall be determined by Cricket Ireland acting reasonably in its sole discretion). Purchasers must notify Cricket Ireland immediately in the event that any Ticket is lost or stolen. Cricket Ireland may, in its absolute discretion, provide duplicate Tickets and reserves the right to charge a fee for the issue of any such replacement.
- 7.2 Purchasers are prohibited from using Hospitality Packages for promotional, advertising or marketing purposes unless expressly authorised in writing by Cricket Ireland.
- 7.3 Hospitality Packages are personal to Purchasers and Tickets are personal to Purchasers and their Guests. Hospitality Packages and Tickets are not transferable and shall not be transferred or resold in any circumstances.
- 7.4 Cricket Ireland reserves the right to suspend or withdraw with no refund any Hospitality Package purchased by any person who is convicted of a criminal offence related to the illegal sale of tickets or is reasonably suspected by Cricket Ireland of committing such an offence.
- 7.5 Cricket Ireland shall have the following rights in relation to any Purchaser or Guest (or anyone in possession of the Ticket belonging to a Purchaser or Guest) who breaches clauses 7.2 to 7.4:
 - a) confiscation of Tickets (with no right to refund);
 - b) ejection from or refusal of access to the Ground; and/or

d) banning from the Ground/purchasing a Hospitality Package, and any Tickets belonging to such a person shall be null and void.

8 Liability

- 8.1 Cricket Ireland will not be liable for any failure to provide or delay in providing facilities, services, food or beverages as a result of:
- a) any delays for any reason in the completion and availability of the Facilities;
 - b) events or matters outside its control, including for the avoidance of any doubt a Force Majeure Event;
 - c) the alteration of the dates and time of the Event; and
 - d) the postponement, abandonment or cancellation of the Event.
- 8.2 Cricket Ireland shall not have any liability to any Purchaser/Guest for any non-delivery or late delivery of Tickets, Passes, documents or other materials dispatched by Cricket Ireland to the Purchaser resulting from the actions, omissions, malfunctions or interruptions of any postal services (or other third party) or incomplete or inaccurate personal details or address provided to Cricket Ireland by the Purchaser. Cricket Ireland's responsibility for any Tickets, documents or other materials ends from the moment they are posted to the address nominated by the Purchaser.
- 8.3 Cricket Ireland shall take all reasonable precautions for the security of the property of Purchasers and Guests, but property is left unattended at the owner's risk.
- 8.4 To the fullest extent permitted by law, Cricket Ireland, its officers or employees shall not be liable for, whether in tort, contract or otherwise and howsoever caused:
- a) any loss, damage or injury to the Purchaser's and/or the Guests' property; or
 - b) any loss of profit, loss of use, loss of opportunity or any indirect, economic or consequential losses whatsoever.
- 8.5 Cricket Ireland takes every care to ensure that the descriptions of events are accurate but recognises that errors do sometimes occur and that amenities may be modified or withdrawn. Cricket Ireland has no responsibility for any such errors or modifications.
- 8.6 Nothing in these Hospitality T&Cs shall limit either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation.

9 Data Protection

- 9.1 Each Purchaser and Guest acknowledges and agrees that the personal data provided by them to Cricket Ireland in the purchase and use of a Hospitality Package shall be collected, stored and used by Cricket Ireland in accordance with the Data Protection Acts 1998 to 2018. Any personal

data received pursuant to the Booking Form is processed in accordance with the applicable data protection legislation.

- 9.2 While we will aim at all times to respect your privacy, all persons who enter the Ground under a Hospitality Package acknowledge that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used in televised coverage of Matches, Events and/or for promotional of the hospitality offering or marketing purposes by Cricket Ireland and use of a Ticket to enter the Ground constitutes consent to such use. If you have any concerns or wish to not be filmed or photographed, please speak to a Cricket Ireland staff member or the photographer/videographer.

10 Force Majeure

- 10.1 Cricket Ireland shall not be deemed to be in breach of these Hospitality T&Cs or otherwise liable to any Purchaser or Guest as a result of any delay or failure in the performance of its obligations under these Hospitality T&Cs if and to the extent that such a delay or failure is caused by a Force Majeure event.

11 Indemnity and Costs

- 11.1 The Purchaser and Guests shall, on a joint and several basis, indemnify and keep indemnified Cricket Ireland against any losses (of whatever nature and however caused or incurred), damages, liability, costs (including legal fees) and expenses incurred by Cricket Ireland as a result of or in connection with the any damage caused by the Purchaser or their Guest(s) to the Ground or any property, equipment or facilities at the Ground (other than reasonable wear and tear).

12 Audio visual equipment

- 12.1 While mobile telephones can be used for personal and private use only, holders of Tickets shall not bring into (or use within) the Ground any equipment that is capable of recording or transmitting any audio, visual or audio-visual material or any information or data in relation to any Match or Event or any aspect thereof. Any person acting in breach of this clause 12.1 may have such equipment confiscated and/or will be required to deliver up any tapes, films, disks or other recordings or data to Cricket Ireland and the copyright in any such recording or transmission is hereby assigned to Cricket Ireland and / or the relevant third party entitled to those rights.

13 General

- 13.1 In the event that any of these Hospitality T&Cs are declared void, ineffective or unenforceable by any competent court, the remainder of the Hospitality T&Cs shall remain in effect as if such void, ineffective or unenforceable condition or conditions had not been included.

- 13.2 Cricket Ireland reserves the right to make amendments to these Hospitality T&Cs from time to time. Up to date versions of the Hospitality T&Cs will be sent to the Purchaser at the email address provided on the Booking Form.
- 13.3 Cricket Ireland's failure to exercise, or delay in exercising, any right, power or remedy provided by these Hospitality T&Cs or by law shall not constitute a waiver of that right, power or remedy.
- 13.4 These Hospitality T&Cs shall be governed by and interpreted in accordance with the laws of Ireland and are subject to the exclusive jurisdiction of the courts of Ireland.
- 13.5 The Booking Form including these Hospitality T&Cs and the Conditions of Entry, comprise the entire agreement between Cricket Ireland and Purchasers and Guests in relation to the purchase and use of Hospitality Packages.