

2018/19 Leigh Whicker Room Standard Terms and Conditions of Access

1. The Customer will, and will procure that all Guests dress smartly (smart casual attire is the minimum standard required).
2. The Customer shall be responsible at all times for the conduct of its Guests and must instruct its Guests on the appropriate conduct on their part necessary to avoid a breach of these Standard Conditions.
3. The Customer will not and will procure that all Guests do not engage in any riotous, disorderly, drunken, improper or unlawful conduct. The Customer agrees that SACA and/or AOSMA (and their respective employees and agents) may refuse admission to or remove any person from the Adelaide Oval (including Guests) at any time, regardless of whether a Match is in progress.
4. The Customer and all guests must be aged 18 years and over.
5. The Customer and its Guests are prohibited from entering the playing area at Adelaide Oval (and any other areas at Adelaide Oval determined by SACA in its sole discretion) at all times.
6. The Customer must not (and will procure that its Guests do not):
 - (a) resell (or attempt to resell) any tickets or rights of access to the Leigh Whicker Room; or
 - (b) commercialise the Customer's tickets or rights of access to the Leigh Whicker Room in any way (including, without limitation, through any ticket "giveaway" or promotion);
7. The Customer acknowledges that, pursuant to licensing laws, SACA may (or may procure that AOSMA or third parties):
 - (a) terminate liquor service at the Leigh Whicker Room at a certain hour, or at a certain time after completion of the Match on any specific day (notwithstanding that such time may be during the Designated Times);
 - (b) require all Guests to vacate the Leigh Whicker Room within a certain time after completion of the Match on a specific day (notwithstanding that such time may be during the Designated Times);

- (c) terminate liquor service at the Leigh Whicker Room and require the vacation of the Leigh Whicker Room at an earlier time where it is reasonable to do so (notwithstanding that such time may be during the Designated Times);
 - (d) remove intoxicated and/or disruptive persons (including the Customer's Guests) from the Leigh Whicker Room and the Adelaide Oval; and
 - (e) refuse to serve liquor to a person (including a Guest) under the age of 18 or a person that is intoxicated.
8. The Customer must pay the call out and any other fee, cost or expense charged by the Metropolitan Fire Service (MFS) if the MFS attends the Adelaide Oval by reason of a false activation of a fire alarm caused by the Customer or its Guest.
9. The Customer must not use (and must ensure that its Guests do not use) the Leigh Whicker Room:
- (a) for any other purpose other than for the purpose of attending the Match; or
 - (b) for any purpose which in SACA's opinion constitutes a nuisance or a danger to any other person.
10. The Customer and its Guests must comply with all AOSMA terms and conditions of entry to Adelaide Oval. No liability is accepted by SACA in the event that the Customer or any Guest is denied entry to the Leigh Whicker Room or any other part of the Adelaide Oval as a result of the Customer's and/or its Guest's failure to comply with these terms.
11. The Customer must not (and must ensure that its Guests do not):
- (a) bring into the Adelaide Oval (including, without limitation, the Leigh Whicker Room) any firearms, explosives, inflammable liquids, hazardous materials, drugs, food or alcoholic beverages;
 - (b) bring into the Adelaide Oval (including, without limitation, the Leigh Whicker Room) any smoke machines, misters, hazers, foggers, foamers, oilcrackers, dry ice or fluid, dry density machines, pyrotechnics or similar atmospheric altering equipment, confetti, glitter, powder dust or other such substances, whether manually dispersed or by a discharge mechanism;
 - (c) install or use or bring into the Adelaide Oval (including, without limitation, the Leigh Whicker Room) any equipment, fittings or electrical installation; or
 - (d) bring into the Adelaide Oval (including, without limitation, the Leigh Whicker Room) any equipment or item which by reason of its weight or vibration resulting

from its operation could in the opinion of SACA cause damage to the floor the roof or other parts or services of the Adelaide Oval.

12. The Customer acknowledges and agrees with SACA that the Adelaide Oval is a non smoking venue and smoking is only permitted in designated smoking areas outside of the Adelaide Oval.
13. The Customer must, and must ensure that its Guests:
 - (a) use the Leigh Whicker Room in a safe and proper manner so as not to create any risk of injury or damage to person or property;
 - (b) comply with all reasonable directions of SACA and AOSMA in connection with the safe and proper use of the Leigh Whicker Room;
 - (c) not mark, paint, drill into or otherwise deface any part of the Leigh Whicker Room or make any alteration or fix any item to the structure, fittings, decorations or furnishing of the Leigh Whicker Room;
 - (d) do not cause any damage whatsoever to the Leigh Whicker Room (including, without limitation, the structure, windows, walls and ceiling) and any fittings, decorations, furnishings and furniture in the Leigh Whicker Room;
 - (e) do not block or obscure any emergency exits, emergency lights or fire protection equipment; and
 - (f) do not exceed the floor loading.
14. The Customer is responsible for all equipment it brings into the Adelaide Oval and SACA shall have no liability to the Customer for any loss or damage to such equipment unless such loss or damage is caused by SACA.
15. The Customer must report to SACA any damage to the Leigh Whicker Room sustained to the Leigh Whicker Room during use by the Customer or its Guests (immediately upon becoming aware of the damage).
16. The Customer must pay to SACA the cost of repairing and making good any damage sustained to the Leigh Whicker Room during use by the Customer or its Guests (unless caused by the negligence of SACA, its employees or agents) including, without limitation, the cost of labour and materials and replacement equipment and must, if required by SACA, itself repair and make good any such damage.
17. The Customer must leave the Leigh Whicker Room in a clean, safe and proper condition.
18. If the Customer fails to remove its equipment or other personal belongings at the end of the Designated Time, SACA may store the equipment and personal belongings at the

Customer's cost and dispose of them if the Customer fails to collect its equipment and personal belongings within a reasonable period of time (as determined by SACA).

19. Where the Customer fails to vacate the Leigh Whicker Room by the end of the Designated Time, the Customer must pay such additional licence and usage fee determined by SACA in its sole discretion.

20. Cancellation Of Event

- (a) If prior to the time when the gates at Adelaide Oval are open on the day of the event specified in the relevant booking form ("Event"), the Event is cancelled and not re-scheduled for any reason whatsoever, the parties shall be relieved from their respective obligations to each other pursuant to this Agreement in respect of the Event without any liability and SACA shall return to the Customer the proportion of any money already paid by the Customer for access to the Leigh Whicker Room for that Event ("Licence Fee"), subject to clause 20(b).
- (b) SACA may deduct an administration fee of \$30 per person that is booked, per day, from any refund.
- (c) If prior to the time when the gates at Adelaide Oval open on the day of an Event, the Event is cancelled, and rescheduled, SACA will, at its election (in its sole and absolute discretion) either:
 - i. refund to the Customer any part of the Licence Fee already paid by the Customer in respect of that Event (less the administration fee in clause 20(b)) and this Agreement shall terminate with immediate effect; or
 - ii. provide the Customer with tickets and access to the Leigh Whicker Room in accordance with this Agreement at the rescheduled Event.
- (d) The Customer acknowledges that:
 - i. the commencement and/or duration of any cricket played on the Event date is dependent upon the weather and other factors that are outside the control of SACA; and
 - ii. this Agreement and access to the Leigh Whicker Room are not dependent upon the weather on the Event date and, subject to clause 20(a), the Leigh Whicker Room will be provided in accordance with this Agreement whether the Event is interrupted, suspended or cancelled.
- (e) Once gates are open on any day of an Event to which this Agreement relates, access to the Leigh Whicker Room in accordance with this Agreement for that day will go ahead, and the Customer and its Guests will not be entitled to any refund of the Licence Fee (or any part of the Licence Fee) if access is given and poor weather (or any other factor) causes limited or no play of the cricket match at the Event.

- (f) In the event that SACA is obliged to make any material change to the Leigh Whicker Room provided or cancel the facility for any reason, SACA will use its reasonable endeavours to ensure that alternative arrangements are offered which are of at least equal standard. In the event that the alternative arrangement offered by SACA is not of at least equal standard, then the Customer may elect to:
- i. accept the alternative arrangement offered by SACA and receive a refund of the difference in the cost between the original Leigh Whicker Room and the alternative arrangement; or
 - ii. receive a refund of the part of the Licence Fee that the Customer has paid to SACA in which case this Agreement will terminate with immediate effect.

21. The Customer occupies and uses the Leigh Whicker Room at its own risk and agrees to release, indemnify, keep indemnified and hold harmless SACA, its employees and agents from and against all Claims which may be incurred directly or indirectly by reason of or in relation to the use of the Leigh Whicker Room by the Customer or its Guests including, without limitation, Claims arising out of or in connection with any accident, damage or injury occurring to any person or property in or about the Leigh Whicker Room (except to the extent that any Claim arises wholly out of any act or omission of SACA).
22. SACA shall not be liable to the Customer for any loss of life, personal injury or damage to or loss of property which may be suffered or sustained at Adelaide Oval (including, without limitation, the Leigh Whicker Room) for any cause whatsoever, save where any such death, injury or damage results wholly from a negligent act or omission of SACA, its employees or agents.
23. All capitalised terms in these Standard Conditions shall have the following meanings:

Adelaide Oval means the sporting ground and venue located at North Adelaide known as the “Adelaide Oval” and all buildings, structures and facilities, together with all associated and adjoining land and facilities under the control of AOSMA from time to time.

AOSMA means Adelaide Oval SMA Ltd ACN 141 259 538.

Claims means all claims, demands, actions, damages, costs, losses and expenses of any nature whatsoever.

Customer means the person or persons, or (if applicable) company or organisation specified in the relevant booking form or online booking form for the Leigh Whicker Room.

Designated Times means the hours beginning one (1) hour before the start of play of the Match and ending half an hour after the conclusion of play of such Match.

Guests means the Customer and any person attending the Match as an invitee of the Customer (including, without limitation, the Customer's employees, agents or contractors).

Match means the cricket match, the particulars of which are indicated on the ticket.

Leigh Whicker Room means the room of the same name located on level 3 of the Western Stand at Adelaide Oval.

SACA means the South Australian Cricket Association Limited ABN 44 623 135 393.

Standard Conditions means these Leigh Whicker Room Standard Terms and Conditions of Access.