

**ADELAIDE STRIKERS
2021/2022 NOVA DECK (GRAHAM CORNES DECK)**

**BOOKING
CONDITIONS**

Licensee: For the purposes of this Agreement, the Licensee means the purchaser specified in the relevant booking form (which may be an online form) ("**Licensee**").

The South Australian Cricket Association Limited ABN 44 623 135 393 ("**SACA**") grants the Licensee and its nominated guests ("**Guests**") a licence to use the Nova Deck at Adelaide Oval as specified in the relevant booking form ("**Hospitality Area**") on the conditions set out below. These Booking Conditions together with the relevant booking form constitute an agreement ("**Agreement**") between SACA and the Licensee.

1. *Access to Hospitality Area:*
 - 1.1 Subject to the terms of this Agreement (including, without limitation, clause 9), access to the Hospitality Area will be given to the Licensee and its Guests from one hour before the scheduled commencement of play of the relevant Adelaide Strikers cricket match at Adelaide Oval until 30 minutes after the conclusion of play on the Event date(s) specified in the relevant booking form, each match being an "**Event**".
 - 1.2 It is understood the Nova Deck is an open-air facility.
2. *Licence Fee:* The licence fee payable by the Licensee is specified in the relevant booking form ("**Licence Fee**") and is payable at time of booking.
3. *Payment:* No tickets will be issued until full payment of the Licence Fee is received by SACA.
4. *Use*
 - 4.1 The maximum number of Guests permitted in the Hospitality Area shall be the number of Guests specified in the relevant booking form.
 - 4.2 The Licensee will use the Hospitality Area only to view the Event.
 - 4.3 At the conclusion of the Event, the Licensee shall vacate, surrender and deliver the Hospitality Area to SACA in a state of repair and condition that is consistent with the state of repair and condition prior to access by the Licensee under clause 1 and consistent with the Licensee having fully complied with all of its obligations pursuant to the terms of this Agreement.
 - 4.4 The Licensee will pay to SACA on demand all damages, losses and costs suffered or incurred by SACA in respect of any damages or losses of or to SACA's property caused by the Licensee or its Guests, employees, contractors, or agents.
 - 4.5 In addition to the Licence Fee, the Licensee must pay SACA's or the venue operator's charges for food and beverages supplied to the Hospitality Area and consumed by the occupants in the Hospitality Area immediately as required by SACA (except and to the extent otherwise specified in the booking form).
 - 4.6 Under no circumstances may any food or beverages other than those provided by the Adelaide Oval caterers, be consumed within the Hospitality Area.
 - 4.7 The Licensee will, and will procure that all Guests dress smartly (smart casual attire is the minimum standard required).
 - 4.8 The Licensee will not, and will procure that its Guests do not, engage in any conduct (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any other person (including any player, match official, other official or patron) on the basis of their race, religion, gender, culture, colour, sexual orientation, descent or national or ethnic origin.
 - 4.9 The Licensee shall be responsible at all times for the conduct of its Guests, and for informing its Guests on the appropriate conduct on their part necessary to avoid a breach of this Agreement.
 - 4.10 In addition to this Agreement, the Licensee and its Guests must comply with all terms and conditions of entry to Adelaide Oval.
 - 4.11 The Licensee must not (and shall ensure that its Guests do not) make any alterations, additions to the Hospitality Area or display any decorations in or on the Hospitality Area without the prior written consent of SACA.

- 4.12 The Licensee 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.
5. Personal Use Only
- 5.1 *No reselling*: the Licensee will not, and will procure that its Guests do not, resell (or attempt to resell) any rights under this Agreement (including, without limitation, any ticket(s)), without prior written consent from SACA.
- 5.2 *No promotional use*: the Licensee will not, and will procure that its Guests do not, commercialise the Hospitality Area in any way including, without limitation, through any ticket "giveaway", without prior written consent from SACA.
- 5.3 Any Hospitality Area tickets acquired in breach of this Agreement shall be null and void, and SACA shall be entitled to confiscate, cancel or invalidate any Hospitality Area tickets offered for sale, sold or acquired in breach of this Agreement.
6. *Termination*:
- 6.1 SACA may terminate this Agreement (including refusing entry to the Licensee and its Guests to the Event, the Hospitality Area or Adelaide Oval or removing the Licensee and its Guests from the Event, the Hospitality Area or Adelaide Oval) immediately if the Licensee or its Guests breach any term of this Agreement.
- 6.2 Where this Agreement is terminated, SACA reserves the right to deny the Licensee the ability to purchase tickets and/or book Nova Deck tickets at future Adelaide Strikers matches.
- 6.3 Termination or expiration of this Agreement will not affect the rights or obligations of the parties which have accrued up to the date of expiry or termination or any other rights and obligations which under the terms of this Agreement are expressed to survive or are capable of surviving such expiry or termination.
- 6.4 Payment is required in full at the time of booking. The Licensee has no right to cancel the booking or otherwise terminate this Agreement at any time. 100% of the Licence Fee is payable for a "no show".
7. *No Liability*: To the full extent permitted by the law, SACA shall not be liable for and the Licensee releases SACA to the extent permitted by law from any liability for any loss, injury or damage to property or persons whatsoever (whether caused by negligence or otherwise) including, but not limited to, illness, death or injury suffered by the Licensee, its employees, agents or Guests or by any third party arising from use of the Hospitality Area during the period of the Licence.
8. *Indemnity*: The Licensee will occupy and use the Hospitality Area at the risk of the Licensee and shall indemnify SACA and keep SACA indemnified from and against all actions, proceedings, claims, demands, notices, losses, damages, costs and expenses of any kind in respect of any loss or damage to property of any nature or death or injury to any person caused or contributed to by the use or occupation of the Hospitality Area by the Licensee or its Guests, except to the extent caused by any negligent act or omission of SACA.
9. *Cancellation Of Event*
- 9.1 If prior to the time when the gates at Adelaide Oval are open on the day of an 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 Licensee the proportion of the Licence Fee already paid by the Licensee in respect of that Event, subject to clause 9.2.
- 9.2 SACA may deduct an administration fee of \$30 per person that is booked, per day, from any refund.
- 9.3 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:
- (a) refund to the Licensee any part of the Licence Fee already paid by the Licensee in respect of that Event (less the administration fee in clause 9.2) and this Agreement shall terminate with immediate effect; or
- (b) provide the Licensee with tickets and access to the Hospitality Area in accordance with this Agreement at the rescheduled Event.

- 9.4 The Licensee acknowledges that:
- (a) 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
 - (b) this Agreement and access to the Hospitality Area are not dependent upon the weather on the Event date and, subject to clause 9.6, the Hospitality Area will be provided in accordance with this Agreement whether the Event is interrupted, suspended or cancelled.
- 9.5 Once gates are open on any day of an Event to which this Agreement relates, access to the Hospitality Area in accordance with this Agreement for that day will go ahead, and the Licensee 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 a cancellation or limited play of the cricket match at the Event.
- 9.6 In the event that SACA is obliged to make any material change to the Hospitality Area 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 Licensee may elect to:
- (a) accept the alternative arrangement offered by SACA and receive a refund of the difference in the cost between the original Hospitality Area and the alternative arrangement; or
 - (b) receive a refund of the part of the Licence Fee that the Licensee has paid to SACA in which case this Agreement will terminate with immediate effect.

10. *General*

- 10.1 Without limiting clause 5, the Licensee will not assign, on sell, sublet, mortgage, charge, or dispose of any of its rights under this Agreement, without the prior written consent of SACA.
- 10.2 The Licensee acknowledges that SACA or the venue operator is entitled, without incurring any liability whatsoever, to refuse admission or cause to be removed from the Hospitality Area to any person:
- (a) guilty of misconduct or of any behaviour which SACA or the venue operator considers in its absolute discretion to be unsatisfactory (including, without limitation, a breach of the Adelaide Oval conditions of entry); or
 - (b) who has taken any action or displayed any behaviour which may expose SACA or the venue operator to liability under liquor licensing laws (including but not limited to laws prohibiting supply or consumption of liquor to intoxicated persons or to persons under the age of 18 years).
- 10.3 The Licensee must at all times assist SACA and the venue operator in enforcing action required in accordance with this clause and upon failure to do so the Licensee acknowledges that SACA or the venue operator may close the Hospitality Area and remove all persons from the Hospitality Area.
- 10.4 The Licensee acknowledges that, pursuant to licensing laws the following shall apply in respect of the Hospitality Area in which case the Licensee and any other persons in occupation of the Hospitality Area must promptly comply with any such requirement of SACA (and/or the venue operator) pursuant to this clause 10.4:
- (a) liquor service in the Hospitality Area shall cease at the conclusion of play of the Event and the Hospitality Area must be vacated within 30 minutes after the conclusion of play of the Event. SACA or the venue operator may terminate liquor service and require the vacation of the Hospitality Area at an earlier stage where it is reasonable to do so;
 - (b) no alcohol is to be removed from the Hospitality Area;
 - (c) intoxicated persons shall be removed and persons under the age of 18 shall not be served liquor; and
 - (d) any other requirements imposed on SACA or the venue operator pursuant to any liquor license issued under any licensing laws with respect to the Hospitality Area.
- 10.5 The Licensee shall pay on demand all costs (including legal costs on a solicitor and own client basis) and expenses incurred by SACA in relation to any breach of this Agreement by the Licensee.

- 10.6 If the whole or any part of a provision of this Agreement is void, unenforceable or illegal it shall be read down to the extent necessary to avoid that result and if that cannot be done the offending clause(s) shall be severed and the remainder of this Agreement shall have full force and effect. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.
- 10.7 SACA and the Licensee acknowledge that this Agreement is entered into immediately upon written acceptance of the relevant booking form by or on behalf of SACA.
- 10.8 The Licensee acknowledges that SACA does not guarantee:
- (a) whether the Event or any play will take place on the Event date;
 - (b) the length of play of the Event; or
 - (c) the identity of any players who will appear in the Event.
11. **GST**
- 11.1 All terms and phrases used in this clause have the meaning given to those terms and phrases in A New Tax System (Goods and Services Tax Act) 1999.
- 11.2 The Licence Fee is inclusive of GST.
- 11.3 All other amounts payable under this Agreement are exclusive of GST.
- 11.4 Except for the Licence Fee, to the extent that any amount payable under this Agreement relates to a taxable supply, the recipient of that supply (Recipient) must pay, in addition to, at the same time and on the same terms as, the amount payable, or amount equal to the amount payable, for that supply multiplied by the prevailing GST rate, on account of GST. The Recipient is not required to pay the amount equal to the GST until a valid tax invoice has been issued by party entitled to receive payment to the Recipient in respect of that amount.
12. *Privacy*: SACA may collect personal information about the Licensee and its Guests necessary for it to perform its obligation under this Agreement and to help promote the Event and future matches and similar events. SACA will use, disclose and manage all personal information in the manner set out in SACA's privacy policy. To view SACA's privacy policy go to www.saca.com.au.
13. **COVID-19**
- 13.1 The Licensee acknowledges and agrees that entry to the Adelaide Oval and access to the Nova Deck, may be varied, restricted or otherwise limited by, and will be strictly subject to, SACA and/or Adelaide Oval SMA Ltd (**AOSMA**) ensuring or facilitating compliance with any applicable:
- (a) COVID-19 related declarations, directions, limitations, recommendations, restrictions, regulations, mandates or requirements;
 - (b) directions issued by the State Coordinator/Commissioner of Police for South Australia or any other relevant authorised person or authority under the *Emergency Management Act 2004 (SA)* or any other relevant public health, biosecurity or emergency management legislation (or like legislation);
 - (c) physical ("social") distancing principles and/or density requirements;
 - (d) Adelaide Oval capacity or attendance limits;
 - (e) advice or recommendation(s) of the Chief Public Health Officer for SA Health, Deputy Chief Public Health Officers for SA Health or other relevant public health official or authority;
 - (f) any other determination(s) made by SACA and/or AOSMA in their absolute discretion, having regard to health, safety or security risks or other exceptional circumstances or requirements, and notified to the Licensee.
- 13.2 The Licensee must (and ensure that its Guests must) at all times, adhere to, and comply with, the conditions of entry, including any capacity or other COVID-19 restrictions or requirements in force at the time.

- 13.3 The Licensee acknowledges that events at Adelaide Oval may be cancelled or postponed, and/or individual entry tickets may be cancelled at any time due to COVID-19 related capacity restrictions or requirements. Notwithstanding any other clause within this agreement, if a Licensee's ticket is cancelled in these circumstances, SACA will refund to the Licensee the proportion of any money already paid by the Licensee for access to the Nova Deck for the affected event. SACA may deduct an administration fee of \$30 per person that is booked, per day, from any refund.
- 13.4 AOSMA, working in consultation with SACA, SA Health and SA Police authorities prioritises the health and safety of Adelaide Oval attendees. Patrons will be denied entry to Adelaide Oval should they have or show symptoms that may place persons at risk, or endanger, or impact on public health. By purchasing or accepting tickets to an Adelaide Oval event, patrons acknowledge that, even with control measures in place at Adelaide Oval, there remains an unquantifiable risk of transmission of viral illness including COVID-19. By attending Adelaide Oval, patrons acknowledge that they have considered those risks and their own personal circumstances, including any health condition or vulnerability that patrons may have, and the circumstances of persons with whom patrons will be in close contact following attendance at Adelaide Oval. Patrons acknowledge that, for a small number of people, COVID-19 has very serious health consequences. AOSMA and SACA expressly rely on patrons to bring this health issue waiver to the attention of any guest(s) of the Patron. AOSMA and SACA will rely on this health issue waiver and proceed on the basis that all patrons (including the Licensee and its Guests) acknowledge and accept these risks to enter Adelaide Oval.