

## TERMS & CONDITIONS

### 1 PURCHASE AND SALE

Beluga Marketing (Pty) Ltd ("Beluga") hereby agrees to sell to the Buyer, who agrees to purchase the hospitality packages as per the sales proposal / offer presented by Beluga to the Buyer, on the terms and conditions contained in this agreement.

### 2 PAYMENT OF PURCHASE PRICE

The Buyer shall:

- 2.1 Pay to Beluga the total purchase price no more than 48 hours after receipt of an appropriate Tax Invoice from Beluga.
- 2.2 Be liable for the total cost inclusive of vat upon signature of the booking form.
- 2.3 Only have the hospitality packages reserved once this signed agreement together with the total purchase price has been received by Beluga;
- 2.2 Only be entitled to physical possession of the Hospitality packages once the full purchase price has been paid to Beluga.
- 2.3 Collect the packages on the date advised by Beluga and should payment not be made by the Buyer, Beluga shall have the right, without prejudice to any of its rights in law, to cancel this Agreement without notice to the Buyer and to retain any and all payments received in terms of this Agreement as a genuine pre-estimate of the liquidated damages suffered by it, and to act with the Hospitality packages as Beluga may deem fit, and may elect to proceed against the Buyer for the entire Cost as per the booking form.
- 2.4 Be aware that the hospitality packages are subject to availability at the time of booking and subject to restrictions from a commercial rights perspective that may be imposed from time to time by the applicable federation, stadium or union.
- 2.5 Hereby acknowledge that the Seller hereby gives its best endeavours to find the Buyer a suitable alternative hospitality package should the said hospitality package not be available at the time of booking for whatsoever reason including restrictions in terms of 2.4 above.

### 3 CANCELLATION OF AGREEMENT BY BUYER

Should the Buyer cancel this agreement for any reason whatsoever:

- 3.1 The Buyer agrees that BELUGA may retain the full purchase price.
- 3.2 The Buyer agrees that BELUGA is entitled in its sole and absolute discretion to deal with the hospitality packages as it may deem fit and the Buyer will not be entitled to the use of any such hospitality package or hospitality facility, and nor will any Hospitality services be provided to the Buyer.

### 4 CANCELLATION OR POSTPONEMENT OF EVENT

Should the event:

- 4.1 Be cancelled for any reason whatsoever more than 30 calendar days prior to the scheduled date of the Event, the Buyer agrees that he/she shall be liable to pay BELUGA the amount equivalent to 50% of the Purchase price or part thereof, BELUGA may retain such amount and refund the balance, if any, to the Buyer. The authority responsible for issuing the Entrance tickets may agree to refund the cost of such tickets in which event the Buyer shall be refunded in full.
- 4.2 Be cancelled for any reason whatsoever less than 30 calendar days prior to the scheduled date of the Event, the Buyer agrees that he/she shall be liable to pay BELUGA the amount equivalent to 75% of the Purchase price or part thereof, BELUGA may retain such amount and refund the balance, if any, to the Buyer. The authority responsible for issuing the Entrance tickets may agree to refund the cost of such tickets in which event the Buyer shall be refunded in full.
- 4.3 Be postponed less than 7 days prior or on the day of the event, the Buyer agrees that Beluga may retain the full purchase price (inclusive of VAT). The authority responsible for issuing the Entrance tickets may agree to make such tickets valid for an allocated new date on which the event is to take place. Hospitality services shall be provided on the allocated new date of the event if the event takes place within 3 days of the original date scheduled subject to an additional nominal fee for catering services.
- 4.4 Be postponed more than 7 working days before the event date, full hospitality will be provided to the Buyer at no additional cost on the new date.

### 5 TRANSFER OF HOSPITALITY PACKAGES AND HOSPITALITY PASSES

- 5.1 The Buyer acknowledges and agrees that it shall not be entitled to transfer the Hospitality packages acquired by it in terms of this agreement to any other party.
- 5.2 The Buyer acknowledges that it shall be specifically prohibited from reselling Hospitality package/s and/or granting Hospitality package/s as prizes. In the event that this takes place, Beluga shall be entitled to cancel these tickets.
- 5.3 The Buyer acknowledges that it shall not permit the transfer of Hospitality passes on the day of the event to unauthorized persons (i.e. persons who would otherwise not be permitted access to the Hospitality area).
- 5.4 Any transfer of Hospitality packages and/or Hospitality passes in contravention of the above shall put at risk the bearer of such Hospitality package/s and/or Hospitality pass/es who may be denied access to the Hospitality area.

### 6 FORCE MAJEURE

- 6.1 Beluga shall not be considered in breach of this agreement to the extent that performance of its obligations is prevented by an Event of Force Majeure.
- 6.2 Extenuating weather conditions is not a valid reason for refund or cancellation of packages and/or tickets. The Buyer accepts all risks associated with ticket seat locations which will be communicated by Beluga to the Buyer at the time of booking.
- 6.3 Despite the above, the onus rests on the Buyer to obtain information regarding ticket location and should there be adverse weather conditions on event day, the risk and responsibility pertaining to the ticket's location lies with the Buyer.

### 7 GENERAL

- 7.1 Beluga shall use its best endeavours to ensure that the package inclusions per the hospitality sales proposal are delivered on, however, in the event that they are unable to do so and this is out of their control (e.g. guest speaker unavailable for whatever reason), they shall take such reasonable steps to ensure that a reasonable equivalent or replacement is made.
- 7.2 Should the purchase price be paid by credit card, then an additional 3% service fee shall be payable in addition to the original invoiced amount.
- 7.3 Courier fees incurred by Beluga on behalf of the Buyer will be for the Buyer's account.
- 7.4 Beluga shall be entitled to charge interest, from time to time, on all overdue amounts at the rate of 2% above the prime rate (quoted by First National Bank Limited) per month, calculated from due date to date of payment.
- 7.5 Beluga shall be entitled, but not obliged, to institute proceedings against the Buyer out of the Magistrate's Court; notwithstanding the amount owing exceeds the jurisdiction of the Magistrate's Court. The Buyer agrees to be liable to Beluga for all legal costs on the attorney and own client scale.
- 7.6 A certificate signed by a director or manager of Beluga reflecting the amount of the Buyer's indebtedness to it, including the amount of interest accrued thereon shall be prima facie proof of the contents and correctness thereof.
- 7.7 This agreement constitutes the entire agreement between the parties and no variation or amendments to any term or condition hereof shall be valid or binding on Beluga unless reduced to writing and signed by an authorised representative of Beluga.
- 7.8 Any annexure signed by the Buyer shall form an annexure to this agreement, and the Buyer undertakes to be bound thereto.
- 7.9 The address inserted on Beluga's official quotation shall be the domicilium address nominated by the Buyer in terms of this agreement for the purpose of serving legal notices.
- 7.10 The Buyer shall have no advertising or sponsorship rights or association with the event.
- 7.11 Whilst every effort will be made to ensure the accuracy of the information contained on Beluga's website, brochure or quote, such information is subject to change at any time without prior notice and Beluga shall not be held liable for any inaccuracies on any website, brochure or quote supplied by it nor will Beluga be held liable for any damage or loss arising out of such incorrect or amended information.

### 8 INDEMNITY

Beluga, its employee/s, officer/s, agent/s and/or invitee/s shall under no circumstances be held liable for any damages or loss suffered by the Buyer or any third party bearer of the Hospitality package sold to the Buyer, arising from any act or omission by Beluga, its employee/s, officer/s, agent/s and/or invitee/s and the Buyer hereby irrevocably indemnifies Beluga against such claims.

I, \_\_\_\_\_, in my capacity

as \_\_\_\_\_ of the Buyer, do hereby confirm that I have read and understood these Terms and Conditions, and I hereby agree to abide by these Terms and Conditions. The signatory hereby personally accepts liability as a surety for the payment of the total cost as displayed on the booking form.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date