

TERMS & CONDITIONS

INTERPRETATION

For the purposes of these terms and conditions:

"Agent" means **conestanleyEvents** Limited.

"Company" means New Zealand Fashion Week Limited.

"Customer" means the customer referred to on the Reservation Form

"Event" and "Event Date" means the Event and Event Date detailed on the Reservation Form.

"Hospitality" means the Hospitality package to be provided by the Company at the venue for the Event on the Event Date on these terms and conditions and as detailed on the website (www.conestanleyevents.co.nz).

"Invoice" means the Agent's GST invoice for the provision of the Hospitality.

"Organisers" means New Zealand Fashion Week Limited.

"Reservation Form" means the reservation form attached to these terms and conditions.

1. Price

- (a) The price quoted for the Hospitality is detailed on the reservation form and on the website (www.conestanleyevents.co.nz)
- (b) GST at the rate of 15% (or as may be varied by law from time to time) has been excluded in the prices quoted.

2. Bookings

- (a) Bookings shall be made by each potential Customer completing a Reservation Form.
- (b) Bookings will be confirmed and accepted upon the Company issuing the Invoice and sending it to the Customer.
- (c) The Company reserves the right to accept or reject any Customer bookings at its discretion.
- (d) The Company reserves the right to cancel a Customer booking should payment of the Invoice not be received within 14 days of the date of the invoice. The Customer will be notified by the Company in writing of any cancellation.
- (e) Bookings are only accepted on these terms and conditions and the Customer by signing the Reservation Form shall have accepted these terms and conditions.
- (f) The Customer acknowledges that the person signing the Reservation Form has the power and authority to bind the Customer.
- (g) The Customer on signing the Reservation Form agrees to be bound and shall comply with the terms and conditions of issue of the tickets to the Event and any other requirements and conditions as otherwise may be required by the Organisers of the Event.

3. Payment

- (a) Full payment is due within 14 days of the date of the invoice to the Agent **conestanleyEvents**.
- (b) **conestanleyEvents** accepts Visa & MasterCard as valid forms of payment for invoices.
- (c) This fee is imposed by the individual merchant as a transaction fee which ranges between 2% - 5% depending on which card is used.
- (d) **conestanleyEvents**, as Agent advises and the client acknowledges that a credit card fee will apply to all credit card transactions. The credit card fee (which is payable on the portion of the invoice which is paid by credit card) is: Visa & Mastercard

4. Ticket Distribution

- (a) Tickets and final documentation will be sent to the Customer at least 14 days prior to the Event.
- (b) Tickets and final documentation will not be released prior to payment in full for Hospitality.

5. Hospitality

- (a) The Company shall organise and provide the Hospitality as detailed in the flyer or on the website (www.conestanleyevents.co.nz) and selected by the Customer on the Reservation Form and in doing so will use reasonable care and skill.
- (b) In providing the Hospitality the Company will not be liable for any loss or damages, whether direct, or special, or indirect, or consequential, howsoever arising, whether or not the Company had

knowledge that such damages might be incurred, including but not limited to loss of income, profits, interest, opportunity, or loss of market.

- (c) The Company is not liable to exercise control over services that it does not supply in providing the Hospitality or which are additional to the Hospitalities and selected by the Customer on the Reservation Form.

6. Cancellations (bookings)

If the Customer wishes to cancel its reservation the Customer must notify the Agent and the Company in writing. If a notice of the cancellation is received by the Company and/or Agent:

- (a) Within 14 days of the date of the Invoice and before 28 days prior to the Event then the Company, or the Agent, as the case may be if collected the monies, will refund any payment made by the Customer, less a 10% service fee, and any credit card fee.
- (b) After 14 days of the date of Invoice and before 28 days prior to the Event the Customer, will be obliged to pay half of the total price, but net of any credit card fee (plus GST) and the Company or the Agent as the case may be if collect the monies, shall be obliged to refund any payment received from the Customer in excess of that amount.
- (c) Within 28 days of the Event the Customer will be obliged to pay the full purchase price (plus GST) and no refund will be given.

7. Non-use of services or facilities

If the Customer either through its own choice or because it is unable to do so (through no default on the part of the Company) does not use part or parts of the Hospitality, the Customer will not be entitled to a refund from the Company provided that the Company has provided the Hospitality.

8. Enjoyment of others

The Company and the Agent retain the right to require any person to leave the premises at which Hospitality is being provided or the Event if he or she:

- (a) Engages in conduct which unreasonably interferes with other persons wishing to enjoy the Hospitality provided by the Company or the Event.
- (b) Hampers or impedes the provision of Hospitality by the Company to other customers and/or the conduct of the Event; or
- (c) Breaches any bylaws or orders applicable to the venue and the Event. Any breach of the above conditions shall automatically revoke the Customer's right and/or any ticket holder's licence to remain at the premises where the Hospitality is being provided and/or at the venue for the Event.

9. Business use

The Customer agrees that where the Company's services are acquired for business purposes, or the Customer holds itself out as acquiring the Company's services for business purposes, the Consumer Guarantees Act 1993 will not apply to any supply of goods or services made under these terms and conditions, and the Company will not be liable or responsible for any loss or damage of any kind to the Customer, including any consequential loss or damage howsoever it may be caused (except as required by law).

10. Cancellation/Postponement (Event)

In the event that the Organiser of the Event deems it necessary to cancel the Event due to force majeure circumstances, the Company shall be liable to refund any monies paid by the Customer to the Customer. The Company, or the Agent, as the case may be if it collected the monies, will refund any payment made by the Customer, less any credit card fee.

In the unlikely circumstance the Organiser of the Event deems it necessary to cancel the Event for any other reason other than force majeure, notice will be given of the cancellation no later than 7 days prior to the Event and the Company or the Agent as the case may be if it collected the monies, shall offer alternative options, or refund any monies to the Customer less any credit card fee.

11. The Agent is an agent for the Company only and accepts no liability in any circumstance for delivery of any component of the Event.

12. Tickets will become void if on sold, scalped, or traded without prior written approval from the Company.

13. Disclaimer and Indemnity

The Customer agrees to waive and release the Company from and indemnify and hold the Company harmless against all action, cost, proceedings, claims or damages which arise in connection with the Hospitality or the Event and for the avoidance of doubt it is specifically agreed that the Company has no liability with respect to any act or omission by any third party with respect to either the Hospitality or the Event.