



TERMS AND CONDITIONS Dean Lonergan Events Ltd Bookings



For the purposes of these terms and conditions:

“Customer” means the customer referred to on the Order Form.

“Event” and “Event Date” mean the Event and Event Date described in the Proposal Document.

“Hospitality” means the Hospitality package or event tickets to be provided by the Company at the venue for the Event on the Event Dates on these terms and conditions and as described in the Proposal Document.

“Invoice” means the Company’s GST invoice for the provision of the Hospitality.

“Order Form” means the order form attached.

“The Company and Organiser” means Dean Lonergan Events Ltd.

1. Price

(a) The price quoted for the Hospitality is as stated in the brochure plus GST at the rate of 12.5% (or as may be varied by law) is to be added to the Hospitality price.

2. Bookings

(a) Bookings shall be made by the Customer completing the Order 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) Bookings are only accepted on these terms and conditions and the Customer by signing the Order Form shall have accepted these terms and conditions. (e) The Customer acknowledges that the person signing the Order Form has the power and authority to bind the Customer. (f) The Customer on signing the Order 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) Corporate Bookings: (La Disco Du Cirque Ball, Bledisloe Footy Luncheon, Stock Car Racing, Thunder Cat Racing, Corporate Boxing League) Full payment is due within 14 days of receipt of the Invoice.

(b) Public Bookings: (La Disco Du Cirque, Rock n’ Roll Christmas) Deposit due within 14 days of receipt of the Invoice.

4. Ticket Distribution

(a) Tickets and final documentation will be sent to the Customer at least 10 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 selected by the Customer on the Order Form and in doing so will use reasonable care and skill. (b) The Company reserves its right to substitute the form of Hospitality offered for similar products of a similar standard. (c) 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. (d) 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 Hospitality and selected by the Customer on the Order Form.

6. Cancellations (Bookings)

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

(a) Within 14 days of the date of the Invoice and before 28 days prior to the Event then the Company will refund any payment made by the Customer. (b) After 14 days of the date of Invoice and before 28 days prior to the Event the Customer will be obliged to pay 20% of the total price (plus GST) and the Company shall be obliged to refund any payment received by the Customer in excess of that amount. (c) Within 28 days prior to the Event and before 14 days prior to the Event the Customer will be obliged to pay half of the total price (plus GST) and the Company shall be obliged to refund any payment received from the Customer in excess of that amount. (d) Within 14 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 retains the right to require any person to leave 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; (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)

(a) Should the organiser of the Event decide that the Event be postponed or rescheduled the Company shall not be liable to refund any monies to the Customer. But if the Event is cancelled all monies would be refunded. The “Corporate Stock Car Racing” race dates may be changed due to weather, and the organiser shall not be liable to refund any monies to the Customer. The Event will be run on the Monday or Tuesday following the original date, or date specified by the Organiser.

11. Stock Car and Thunder Cat Racing Waiver

The Customer must sign a waiver before engaging in the “Corporate Stock Car Racing” or “Thunder Cat Racing” Events.

Thank you for your booking.

TUA VS CAMERON

All proceeds from this event will be deposited into Dean Lonergan Events account. Upon clearance the proceeds will be forwarded (less commissions) to Duco Events Ticket Trust account.

The customer acknowledges this is not a Dean Lonergan event. Dean Lonergan events will use best endeavours to ensure all of the properties purchased are delivered in a timely manner, however, ultimate responsibility for the event is the promoter Duco Ltd and any and all complaints will be forwarded to Duco Events.

In the event David Tua VS Shane Cameron does not go ahead on the scheduled date Duco Ltd reserves the right to reschedule the event at any time for any reason.

If the David Tua VS Shane Cameron fight does not take place within 12 months from June 6th 2009 the customer will have their full monies refunded by Duco Ltd.

There are no exchanges or refunds except as required by law. If you are unable to attend, you can provide a substitute. If a refund is made, Duco Limited may retain an administration fee. Duco Limited reserves the right to add, withdraw, reschedule or substitute speakers and/or vary advertised programmes. Privacy: The information supplied on the registration form will be shared and used by the Organising Committee. Unless you advise the Organisers otherwise, your name and contact details will be included in the list of event participants distributed to sponsors of the event. By registering for this event you are automatically subscribed to our database. You will be given the opportunity to opt out of future email communications from us after the post event survey has been concluded.