



TERMS & CONDITIONS OF YOUR SITE BOOKING AT THE ASB AUCKLAND MARATHON EVENT VILLAGE, VICTORIA PARK:

Throughout these Terms and Conditions the Event Organiser is referred to as the “Ironman New Zealand Limited” or “Event Organiser”, and the site holder is referred to as “I”, “We”, “You” and “Site Manager”. The site which you have hired will be referred to as the “Site”. You acknowledge that these terms and conditions are subject to change from time to time at the discretion of the Event Organiser and without notice to you.

WAIVER and INDEMNITY RELEASE

By purchasing a Site at the event I/We agree with each of the Indemnified Parties (as defined herein) and declare that:

1. I/WE HEREBY WAIVE, RELEASE AND DISCHARGE from any and all liability for death, disability, personal injury, property damage, property theft and all other foreseeable risks, claims or actions of any kind (including negligence) whatever and however occurring which may arise, at any time, from or in connection with, directly or indirectly, my/our use of the Site and the erection, use of, and removal of any structure on that Site at Victoria Park before during and after the 2018 ASB Auckland Marathon, the following persons or entities: Ironman New Zealand Limited, the Event Organisers, Event Officers and personnel, land managers and/or owners, event sponsors, supporters, Auckland Council (or other area or district Councils or local bodies of whatever nature in which the event may be staged), New Zealand Police, New Zealand Transport Agency and all of the above respective officers, directors, employees, independent contractors, representatives, agents and volunteers including medical and paramedical personnel involved or otherwise engaged in promoting, staging, administering, running or controlling the Event.
2. I/WE HEREBY INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in (a) above from any and all liabilities, claims or actions (including negligence) whatever and however caused which may arise, at any time, as a result of or in connection with, directly or indirectly, the use of the Site and the erection, use of, and removal of any structure on that Site at Victoria Park before, during and after the 2018 ASB Auckland Marathon.
3. Force Majeure. I/WE HEREBY INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in (a) above from any and all liabilities sustained directly or indirectly attributable to the cancellation, suspension, rescheduling or reduction of the Event from the period advertised for reasons beyond the Event Organiser’s reasonable control including without limitation acts of war, strikes, lockouts, military activity, municipal, statutory or civil authority requisition, any act of nature, fire, flood, tempest, volcano, inclement weather, earthquake, or combinations of any of the foregoing, or damage caused by an aerial object or aircraft.

I/We agree to adhere by the following terms and conditions:

1. We agree to abide by all Event terms and conditions. I understand that We must follow the Event Rules and Regulations as provided by the Event Organisers and obey all directions and instructions given by Event officials and the police.
2. That We are liable for the cost of any damages caused by anyone using the Site and will pay in full the necessary repairs or replacement of damaged marquee and/or ground of the Site occupied by the applicant. I understand that spray paint cannot be used, with the exception of a small amount of spray paint to mark peg locations.
3. That the Site purchased will not at any time either contain or display signage that promotes any products or services or company, branding or logos that compete in any way with the sponsors, samplers and/or partners of the 2018 ASB Auckland Marathon, or any third party outward facing branding. Note: product/brand restrictions are subject to change without notice.



4. That We are responsible for all equipment and belongings left in the Site overnight. I discharge the Event Organisers of any responsibility from any equipment or belongings that We may leave at the Site overnight.
5. That We will not promote, sample or sell product from the Site or on-sell, or sublet the Site to any third parties.
6. That We will not erect any additional structures of any kind outside the perimeters of the Site size agreed at the time of booking.
7. That We, if erecting our own infrastructure, will appropriately secure the equipment and understand and accept all risks of erecting the infrastructure in an unsecured public area which is open to the natural elements.
8. That We acknowledge that there will not be water supplied to the site.
9. That We acknowledge that there will not be electricity supplied to the site unless order prior to the event through the official Event Electrical provider.
10. That the Site Manager is responsible for the behaviour of guests, responsible service of alcohol and the closing down of the Site on event day.
11. That We hold a current Public Liability Insurance Policy for the event weekend.
12. That the Event Organisers reserve the right to remove You and your guests from the Site if they deem, in its sole and absolute discretion, (a) any activity or presentation to be inappropriate, offensive or abusive, (b) to prevent damage to any property, (c) on medical or health and safety grounds (including to prevent possible harm or injury to myself or other persons) or (d) any activity that is detrimental to the Event, the Event Organisers, sponsors, other site holders, the public, consumers, athletes, employees, contractors, or the professional nature of the Event.
13. That We will abide by and not dispute all pack in and pack out procedures and requirements for the 2018 ASB Auckland Marathon as advised from time to time by the Event Organisers.
14. That We acknowledge that it is responsible for the Compliance with Laws and shall comply with all applicable health, fire, electrical, safety, noise, and all other applicable laws and regulations in connection with its participation in the Event.
15. That We acknowledge that We are responsible for the safety of our employees, contractors and other individuals attending the Marquee and/or Site during the Event and my Company acknowledges our responsibilities under the Health and Safety in Employment Act 1992 and the Health and Safety at Work Act April 4th 2016 and will take all practicable steps to ensure our compliance with the legislation.
 - a. We will ensure work is carried out in a safe manner and at all times comply with and ensure that its employees adhere to:
 - i. Applicable New Zealand legislation, regulations and relevant local bylaws, particularly the Health & Safety in Employment Act (the "Act") 1992, the Health and Safety at Work Act April 4th 2016 and any applicable Amendments and Regulations.
 - ii. Applicable national standards and codes of practice.
 - b. We shall be responsible for any actions or inactions by itself or its employees affecting the safety of any persons on the Site.
 - c. We shall ensure that its employees are in a fit state and are competent to perform the required tasks at all times.
 - d. We shall have primary responsibility for:
 - i. Administering first aid to its employees, contractors and guests
 - ii. Providing first-aid supplies for its employees, contractors and guests
 - e. Where a breach of these Rules occur or is likely to occur the Event Organiser shall assess the gravity of the breach or potential breach and may suspend the activity in such circumstances pending a final determination.



- f. If the breach or potential breach is the result of the action or inaction of your employee(s), contractors or guests, the Event Organiser may require the employee(s), contractors or guests involved to be suspended from the Site either as a final action or pending resolution of the issue. Any consequential costs incurred by this action will be met by the You.
- 16. That We, should we wish to supply alcohol to our site, will be required to adhere to the Alcohol Management Plan that is in place for this event. This includes advising the Event Organisers of our intention to supply alcohol, and confirming the details of the nominated host.
- 17. That the bond applicable to all bookings will be refunded once inspection of the allocated site has been completed and no damage is found.
- 18. That cancellations received before 5pm 29th August 2018 are refundable for 75% and after 5pm 29th August 2018 will be non-refundable.
- 19. That refunds for the downsizing of the Site is non-refundable after 5pm 1th August 2018.
- 20. That if payment has not been received by the due date We will not be able to access the Site.
- 21. That all information supplied upon purchasing the Site is true and correct.