

TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1. Definitions

In these terms and conditions the following definitions apply unless the context requires otherwise: **“Application Form”** means a Chinawhite standard application form for Tickets, whether an application form for a Full Day Ticket, Polo Day and Evening Ticket or an Evening Party Ticket, (or such other document/s as may be acceptable to Chinawhite or to any of Chinawhite’s Authorised Ticket Sellers from time to time); **“Authorised Ticket Sellers”** means Chinawhite’s agents or Committee Members or any third party authorised by Chinawhite to sell or to accept requests for Tickets; **“Caterer”** means the persons or organisations appointed by or approved by Chinawhite to provide catering, food and beverage services in the Chinawhite Area; **“Car Park”** means the Guards Polo Club’s parking area or any other area, on, adjacent to or within walking distance from the Premises, designated as a parking area for the duration of the Cartier International Polo Day; **“Car Park Ticket”** means a ticket which entitles the holder to park a car or motor cycle in the Car Park; **“Cartier International Polo Day”** means the Cartier International Polo Day from 12.00 to 23.00 on Sunday 26 July 2009 inclusive (or part thereof) including, without limitation, all the events taking place in the Chinawhite Area; **“Client”** means a person who applies for one or more tickets in terms of clause 3.1 and to whom one or more Tickets have been issued; **“Client Party”** means the Client and/or any guest, employee, officer, representative, agent or contractor of the Client who has a Ticket as well as (without prejudice to clause 9) any person to whom the Client transfers one or more Tickets; **“Committee Member”** means an individual on the advisory committee established by Chinawhite for the event at the Cartier International Polo Day; **“Evening Party Ticket”** means a ticket which grants the holder those rights listed in clause 4.3; **“Event Pack”** means the set of documents accompanying these terms and conditions whether by post, email or otherwise; **“Evening Party”** means the party held in the Chinawhite Area (or part thereof) from 1800 on Sunday 26 July 2009 to 2300 on Sunday 26 July 2009; **“Full Day Ticket”** means a ticket which grants the holder those rights listed in clause 4.1; **“Grandstand Seat”** means an uncovered seat in the North Grandstand at the Guards Polo Club; **“Guards Polo Club”** means Guards Polo Club Holdings Limited (a company registered in England and Wales with number 4393415 and having its registered office at Smith’s Lawn, Windsor Great Park, Egham, Surrey TW20 0HP and trading as ‘Guards Polo Club’); **“Guest”** means a Client, Client Party or Ticket Holder; **“Polo Day and Evening Ticket”** means a ticket which grants the holder those rights listed in clause 4.2; **“Premises”** means the premises of the Guards Polo Club and including Smiths Lawn, Windsor Great Park, Egham, Surrey and includes the Chinawhite Area and the Car Park; **“Chinawhite”** means Whiteclub Limited (a company registered in England and Wales with number 04691557) whose registered office is at 180 Wardour Street, London W1F 8LB; **“Chinawhite Area”** means that area on the Premises under the control of Chinawhite during the Cartier International Polo Day; **“Table”** means 10 Full Day Tickets which allow a Client Party of not more than 10 people to sit at the same table for the three course lunch at 1300 in the Chinawhite Area; **“Terms and Conditions”** means these standard terms and conditions of business; **“Ticket”** means a ticket, voucher or other form of pass issued by Chinawhite (whether it is a Full Day Ticket, a Polo Day and Evening Ticket, or an Evening Party Ticket) permitting access to the Premises (or part thereof) during the Cartier International Polo Day; **“Ticket Fee”** means the price (inclusive of VAT) of a Ticket as indicated on the relevant Application Form; **“Total Fee”** means the aggregate Ticket Fee payable to Chinawhite or to any of Chinawhite’s agents for one or more Tickets; **“Ticket Holder”** means any person who has a Ticket but who is not a Client or Client Party; and **“Wristband”** means a wristband given to each Guest at the entrance to the Chinawhite Area upon presentation of and in exchange for a Ticket.

1.2. Interpretation

In these Terms and Conditions unless the context otherwise requires:
1.3. the singular includes the plural and vice versa and reference to any gender includes the other genders;
1.3.1. reference to persons includes bodies corporate, unincorporated associations and partnerships;
1.3.2. references to “clauses” are to clauses or sub-clauses of these Terms and Conditions;
1.3.3. any reference to any statute or statutory instrument or any section or part thereof includes any enactment replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced;
1.3.4. headings are for reference purposes only and shall not affect the construction of anything in this agreement.
1.3.5. reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing;
1.3.6. where there are two or more persons named as a Client, a reference to a right or obligation of the Client confers that right, or imposes that obligation, as the case may be, jointly and severally.

2. Acceptance of Terms and Conditions

2.1. A person shall be deemed to have unconditionally agreed to these Terms and Conditions by:
2.1.1. applying for one or more Tickets in terms of clause 3.1; or
2.1.2. at any time, holding one or more Tickets.
2.2. The Client shall:
2.2.1. inform every person to whom the Client wishes to transfer a Ticket of the applicability of these Terms and Conditions and, in particular, of clause 2.1.2;
2.2.2. provide every such person with a copy of these Terms and Conditions; and
2.2.3. (without prejudice to clause 9) not transfer any Ticket to any person who does not agree to be bound by these Terms and Conditions in their entirety.

3. Application for Tickets

3.1. A person who wishes to be eligible to receive one or more Tickets shall apply for one or more Tickets by completing an Application Form and returning it to Chinawhite (if that person has obtained the Application Form from Chinawhite) or to that Authorised Ticket Seller from whom the person who wishes to be eligible to receive one or more Tickets has obtained the Application Form at the address shown on the Application Form together with the Total Fee.
3.2. An application for Tickets shall not be considered by Chinawhite unless the application is accompanied by the Total Fee.
3.3. Notwithstanding anything elsewhere contained in these Terms and Conditions, Chinawhite reserves the right exercisable in its absolute discretion without giving reasons therefore to determine whether or not to accept any application made in terms of clause 3.1.
3.4. Where only part payment of the Total Fee is received by Chinawhite, Chinawhite may, in its absolute discretion, provide to the Client that number of Tickets which equates to the pro rata portion of the Total Fee received.
3.5. In the event that Chinawhite or an Authorised Ticket Seller advises a Client that it is unable (or there is not sufficient space or availability) to provide the Client with the number and/or type of Tickets for which payment of the Total Fee has been made, Chinawhite or, if a Client has dealt with an Authorised Ticket Seller, such Authorised Ticket Seller as the Client has dealt with shall, within 30 days of advising the Client, refund to the Client an amount equal to the price paid by the Client for such of the Tickets as Chinawhite shall not be providing and Chinawhite and such Authorised Ticket Seller as the Client has dealt with shall have no further liability or obligation in respect of the provision of such Tickets.

4. Ticket Holder Rights

4.1. A Full Day Ticket shall entitle the holder to the following:
4.1.1. a Champagne reception in the Chinawhite Area at 12.00;
4.1.2. a three course lunch at 1300 in the Chinawhite Area;
4.1.3. an open bar (excluding champagne) in the Chinawhite Area between 12.00 and 1800;
4.1.4. a Grandstand Seat for all Polo matches during the Cartier International Polo Day;
4.1.5. afternoon tea served in the Chinawhite Area at 17.00;
4.1.6. entrance to the Evening Party; and
4.1.7. upon a Client’s request, one Car Park Ticket for every two members of the Client Party provided that where a Client has purchased one or more Tables that Client shall not be entitled to request more than three Car Park Tickets for every ten persons.
4.2. A Polo Day and Evening Ticket shall entitle the holder to the following:
4.2.1. upon the Client’s request, one Car Park Ticket for every two members of the Client Party;
4.2.2. a Grandstand Seat for all Polo matches during the Cartier International Polo Day; and
4.2.3. entrance to the Evening Party.
4.3. An Evening Party Ticket shall entitle the holder to entry to the Evening Party.
4.4. Entry to the Premises or any part thereof may, and entry to the Chinawhite Area or any part thereof shall, be denied during the Cartier International Polo Day to persons not holding a Ticket.

5. Age

5.1. Entry to the Chinawhite Area shall be prohibited to persons under 18 years of age.
5.2. Chinawhite reserves the right to refuse entry to the Chinawhite Area to any person who it considers may be under 18 years of age and who is unable to prove otherwise to the satisfaction of Chinawhite.

6. Security Precautions

6.1. For reasons of security and safety, Chinawhite reserves the right in its absolute discretion:
6.1.1. to refuse suitcases, bags and/or other objects being brought in to the Chinawhite Area whether before, during or after the Cartier International Polo Day;
6.1.2. to inspect any bag or other item which any person wishes to bring in to or remove from the Chinawhite Area, whether before, during or after the Cartier International Polo Day; and
6.1.3. to use security devices including, without limitation, metal detectors and x-ray machines at entrances to the Chinawhite Area. Persons with a pacemaker or other delicate electronic equipment should contact security officials before approaching an entrance to the Chinawhite Area.

7. Dress/Etiquette/No Pets

7.1. The dress code for the Cartier International Polo Day is smart casual, no jeans, trainers or sports wear.
7.2. Notwithstanding anything to the contrary in the Terms and Conditions Chinawhite reserves the right to refuse or restrict entry to the Chinawhite Area at its sole discretion, and may request the departure from the Chinawhite Area of any person not complying with these Terms and Conditions.
7.3. The Client is responsible for the good behaviour of each Client Party.
7.4. No pets are allowed within the Chinawhite Area.

8. Lost Tickets

8.1. Lost Tickets shall not be refunded or replaced.

9. No on-selling

9.1. No Guest shall and the Client shall procure that no Client Party shall offer to sell, on-sell, exchange (for fee, reward or other valuable consideration), assign, sublet, encumber, licence, sub-licence, transfer, dispose of or otherwise deal with any of the rights, benefits or obligations contained in these Terms and Conditions (including, without limitation, the sale of any Ticket(s)) without the prior written consent of Chinawhite which consent shall be exercisable in its absolute discretion and may include such conditions as Chinawhite thinks fit.

10. Wristbands not Transferable

10.1. No Guest shall and the Client shall procure that no Client Party shall offer to transfer any Wristband to any other person (whether for valuable consideration or otherwise).

11. Nature and Location of the Chinawhite Area

11.1. The nature and location of the Chinawhite Area are matters agreed between Chinawhite and the Guards Polo Club but Chinawhite reserves the right to determine in its absolute discretion any dedicated areas within the Chinawhite in all respects.

12. Advertising and Promotions

12.1. Except with Chinawhite’s prior written consent a Guest shall not undertake advertising or promotional activity in the Chinawhite Area, including, without limitation the displaying of any corporate signage or corporate identification or the distribution of any promotional or marketing material within or outside the Chinawhite Area.

12.2. Tickets may not without the prior written consent of Chinawhite be used for advertising or other promotional purposes (including without limitation, prizes, contests or sweepstakes).

12.3. No Guest shall and the Client shall procure that no Client Party shall, without the prior written consent of Chinawhite, and, if appropriate the owner of the relevant intellectual property right, use in any advertising, promotional or other literature or material (in any media) the name of Chinawhite or Cartier International Polo Day so as to imply or give the impression that that Guest or that Guest’s activities are connected to or endorsed by Chinawhite or that any Guest is a sponsor of or supplier to Chinawhite or in some other way connected to the Cartier International Polo Day.

13. Names and Logos

13.1. No Guest is entitled to and the Client shall procure that no Client Party shall use any of the trade marks (whether registered or unregistered) or logos used on the Tickets, on any of the literature in the Event Pack, on www.chinawhite.com, www.chinawhite.co.uk or any other intellectual property right owned by Chinawhite or by any third party except with the prior written consent of Chinawhite or the relevant owner or licensee of such trade mark or other intellectual property right.

14. Catering

14.1. Chinawhite is the only person entitled to procure or authorise the provision of all catering, food and beverage services in the Chinawhite Area and may appoint the Caterer and such other persons as it in its absolute discretion thinks fit to provide such catering, food and beverage services (or part thereof). No Guest shall and the Client shall procure that no Client Party shall bring food or beverages of any description in to the Chinawhite Area.

14.2. Without prejudice to clause 14.1 Guests may bring food into the Premises but barbecues or any other form of outdoor cooking is strictly prohibited.

15. Display of Tickets

15.1. Each Guest shall and the Client shall procure that each Client Party shall comply with all security arrangements including wearing a Wristband when in the Chinawhite Area. Chinawhite and/or its representatives reserve the right to refuse entry to the Chinawhite Area to any Guest or other person who does not comply with the security arrangements or who does not hold a Ticket and/or is not wearing a Wristband, and Chinawhite and the Caterer each reserve the right to refuse service to a person who is not wearing a Wristband within the Chinawhite Area.

16. Compliance with directions

16.1. Each Guest shall comply with and the Client shall procure that each Client Party complies with:
16.1.1. any security arrangements, directions or notices displayed or given by officers, employees or agents of The Guards Polo Club and/or Chinawhite including, without limitation, notices, directions or other requirements relating to access and security at the Cartier International Polo Day or the conduct of a Guest at the Cartier International Polo Day;
16.1.2. any conditions of entry displayed at the entrances to the Guards Polo Club and/or the Premises and/or the Chinawhite Area; and
16.1.3. all applicable laws and regulations.
16.2. Any person behaving in contravention of the law, including without limitation, any person found to be in possession or making use of any prohibited drugs or substances shall be immediately asked to leave the Chinawhite Area and Chinawhite reserves the right to promptly report any such occurrence to the relevant authorities.

17. Client Liability

17.1. Save for death or personal injury caused by the negligence of Chinawhite, the Guest shall be responsible for and shall indemnify Chinawhite against any loss (including any indirect loss, consequential loss or loss of profit), damage, injury, costs or expenses arising out of his acts or omissions at the Cartier International Polo Day or arising out of any failure to comply with these Terms and Conditions provided that, where the Guest is a Client Party, the Client shall be responsible for and shall indemnify Chinawhite against any loss (including any indirect loss, consequential loss or loss of profit), damage, injury, costs or expenses arising out of any act or omission of any Client Party or arising out of any failure to comply with these Terms and Conditions.

18. Client acknowledgments

18.1. The Guest acknowledges and accepts and the Client shall procure that each Client Party acknowledges and accepts that:
18.1.1. certain activities associated with the Cartier International Polo Day are dangerous and that some personal risk may be involved in attending the Cartier International Polo Day and therefore attendance is entirely at the Guest’s own risk;
18.1.2. save for death or personal injury caused by the negligence of Chinawhite, to the fullest extent permitted by law the Guest hereby excludes, releases and forever discharges Chinawhite from all liability for claims, loss (including any indirect loss, consequential loss or loss of profit), damage, injury, costs or expenses (whether arising under statute, from negligence, personal injury, death, loss or damage to property, infringement of third party rights or otherwise) arising from or connected with the Cartier International Polo Day including without limitation any occurrence of fire or theft;
18.1.3. the copyright and any other intellectual property rights in any film, or other form of moving picture originated at the Cartier International Polo Day shall not be used by the Guest for any form of public advertisement or display or for any other purposes (except for the non commercial use/private enjoyment of the person making the film) without obtaining the prior written consent of the owner of those intellectual property rights;
18.1.4. Chinawhite reserves the right at its absolute discretion not to allow professional still or moving picture camera equipment to be taken into or used respectively at or within the Chinawhite Area and the remainder of the Premises, and, that still pictures, photographs, moving picture images and/or still pictures which are derived from moving picture images originated or recorded within the Premises shall only be used for the private enjoyment of the person filming or recording such still pictures, photographs or moving picture images and not for any commercial purpose;
18.1.5. by attending the Cartier International Polo Day the Guest will be deemed to have:
18.1.5.1. consented to the use by Chinawhite (and by any third party approved by Chinawhite) for the purposes of or in connection with its publication, exhibition or broadcast (including any advertising or promotional literature, campaign or material) in any media worldwide and approved by Chinawhite, of any still or moving image taken at the Cartier International Polo Day, where such image includes any image of the Guest; and
18.1.5.2. waived his personality rights and/or privacy rights to the extent necessary to permit such use.
18.2. The Guest unconditionally and irrevocably constitutes and appoints Chinawhite as the Guest’s attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign any rights in or to such still or moving images, referred to in Clause 18.1.4 above, to give effect to the same and (if requested by Chinawhite to do so) shall provide Chinawhite with a written power of attorney in a form acceptable to Chinawhite.

19. Liability for loss or damage to property

19.1. The Guest acknowledges and accepts and the Client shall procure that each Client Party acknowledges and accepts that:
19.1.1. any property brought into the Premises by any Guest (or at the Guest’s direction) shall be at the Guest’s own risk; and
19.1.2. Chinawhite shall not be responsible for any loss of or damage to, whatsoever caused (including without limitation any loss or damage caused by fire or theft), any property of the Guest or any property within the possession of the Guest which is lost or damaged within the Premises.

20. Force Majeure Event

20.1. Chinawhite shall not be in breach of this agreement, nor liable for any failure or delay in performance of any of its obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (Force Majeure Event), including but not limited to any of the following: (a) Acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster; (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; (c) any communicable disease or threat or fear of communicable disease (whether actual or perceived) which leads to (i) the imposition of quarantine or restriction in movement or gathering of people or animals by any national or international body or agency or (ii) any travel advisory or warning being issued by a national or international body or agency; (d) terrorist attack, civil war, civil commotion or riots; (e) nuclear, chemical or biological contamination or sonic boom; (f) voluntary or mandatory compliance with any law (including a failure to obtain any licence or consent needed or any change in the law or interpretation of the law); (g) fire, explosion or accidental damage; (h) adverse weather conditions; (i) collapse of building structures, failure of plant machinery, machinery, computers or vehicles; (j) any labour dispute, including but not limited to strikes, industrial action or lockouts; (k) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); (l) interruption or failure of utility service, including but not limited to electric power, gas or water; (m) a decision taken by the Guards Polo Club; (n) the death of a member of the British royal family; and (o) the failure to make an appearance at or to participate in the Cartier International Polo Day of any polo player, star guest, artist or performer.
20.1.1. Where Chinawhite is unable to perform its obligations under these Terms and Conditions it shall use its reasonable endeavours to notify the Guest of the nature and extent of the Force Majeure Event causing its failure or delay in performance.

21. Breach

21.1. If any Guest commits any breach of these Terms and Conditions, then on the giving of notice by Chinawhite to the Guest at any time after the occurrence of such breach:
21.1.1. the Guest shall be deemed to have forfeited its rights but not its obligations under these Terms and Conditions;
21.1.2. Chinawhite will be free to re-sell any Ticket(s) held by the Guest who is in default;
21.1.3. Chinawhite shall be entitled to demand that the Guest unconditionally and irrevocably constitutes and appoints Chinawhite as its attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign the rights, benefits and entitlements of the Guest who is in default; and
21.1.4. the forfeit by the Guest of any monies pursuant to this clause shall not preclude any other rights which Chinawhite may have under these Terms and Conditions.

22. Entire agreement

22.1. These Terms and Conditions constitute the entire agreement between Chinawhite and the Guest in respect of any Tickets purchased or otherwise acquired (whether or not for valuable consideration) by the Guest and in respect of the Guest’s attendance at the Event.

23. Amendment/Consents

23.1. No amendment or variation of these Terms and Conditions is valid or binding unless made or confirmed by Chinawhite in writing.

24. No Waiver

24.1. No failure by Chinawhite to exercise nor any delay in exercising any right, power or remedy by Chinawhite operates as a waiver of such right. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

25. Severability

25.1. Each of the provisions of these Terms and Conditions is severable from the other(s). If any such provision or part thereof is or becomes invalid, unenforceable or illegal in any respect, such provision or part thereof shall, to the extent that such term is invalid, be deemed not to form part of these Terms and Conditions but the validity, unenforceability or legality of the remaining provisions hereunder shall not in any way be affected or impaired thereby. Nothing in these Terms and Conditions shall in anyway limit or avoid Chinawhite’s liability for death or personal injury caused by its negligence.

26. Assignment

26.1. Chinawhite may assign its rights under these Terms and Conditions to any third party and may perform its obligations under these Terms and Conditions through any third party without the Guest’s consent. The Guest’s rights under these Terms and Conditions are personal to the Guest and may not be assigned or sub-licensed or otherwise transferred by the Guest.

27. Third Party Rights

27.1. These Terms and Conditions do not create any right enforceable by any person other than a Client or Chinawhite except for a transferee, successor or assignee in terms of clause 26.

28. Governing Law

28.1. This contract is governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising hereunder.