

## Event Certification Agreement

**IMPORTANT:** THIS AGREEMENT BETWEEN THE EVENT ORGANISER ('YOU', 'EVENT ORGANISER', 'YOUR') AND CYCLING NEW ZEALAND ('CNZ') SETS OUT THE BASIS ON WHICH YOU CAN USE THE CYCLING NEW ZEALAND EVENT CERTIFICATION. PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE ACCEPTING THIS AGREEMENT. BY SIGNING THE APPLICATION FORM, YOU AGREE TO BE BOUND BY THIS AGREEMENT. CNZ RESERVES THE RIGHT TO AMEND THE TERMS OF THIS AGREEMENT AT ANY TIME. ANY USE OF THE EVENT CERTIFICATION BY YOU CONSTITUTES YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT AND ANY AMENDMENTS.

THESE TERMS AND CONDITIONS ARE TO BE READ WITH AND APPLY ALSO TO THE LICENCE AGREEMENT FOR USE OF THE CYCLING NEW ZEALAND EVENT CERTIFICATION.

DEFINITIONS IN THE LICENCE AGREEMENT APPLY ALSO TO THIS AGREEMENT.

### 1. General Terms and Conditions

You agree that:

- certification of the Named Event by Cycling New Zealand is valid for the **Named Event only** (as per issued the application form) and must be carried out in accordance with this Agreement and Licence
- certification of the Named Event by Cycling New Zealand is subject to consistency with Cycling New Zealand's funder's and sponsors' requirements
- certification of the Event does not in any way render Cycling New Zealand liable to any party for the success of the event, and is not a guarantee to any party of its delivery in a safe and fair manner
- that the Event will not automatically be accepted or approved based on application but will be accepted when the minimum requirements have been demonstrated and the Event Organiser has demonstrated support for Event Certification programme's objectives and any required Cycling New Zealand's Policies
- that the event must permit CNZ and/or its agents, at all reasonable times and on reasonable advance notice before, during or after the event(s), to attend any events and have access to any premises or site an event is taking place, at which a CNZ Certified event is being run, for the purpose of verifying that the event organiser is running the Event(s) in accordance with the terms of the CNZ Certification.
- that any subsequent certification of the Named Event is subject to the satisfactory delivery of key requirements which includes feedback from key stakeholders
- that Cycling New Zealand will not audit or review any documents for compliance (such as, but not limited to, Traffic Management Plan and Safety Management Plan) and this responsibility is solely with the Event Organiser who agrees that all plans and the delivery of the event meet all legislative requirements including the Health and Safety at Work Act 2015 and all local and regional laws, regulations and byelaws
- delivery of the Event shall be the responsibility in all matters of the Event Organiser
- neither the Event Organiser, nor any other party shall by this agreement has any authority to commit Cycling New Zealand to any expenditure or liability of any kind
- the Event Organiser, as a condition of this agreement, shall use their best endeavours to deliver a fair and safe event, and will represent the reputation and uphold Cycling New Zealand and its Member Organisations in a good, fair and professional light and in accordance with this agreement

- that certification may be withdrawn by Cycling New Zealand at any time, if Cycling New Zealand has reasonable grounds for believing that this agreement is not likely to be complied with, and
- the Event will not be confirmed or cannot be promoted as a Sanctioned or Recognised event until the payment of the associated fees have been made in full to Cycling New Zealand.

## **2. Use of Cycling New Zealand Certification criteria**

2.1 You may only use the Cycling New Zealand Certification for the Named Event if you:

- a. have agreed in writing to these Terms and Conditions
- b. have a Licence from Cycling New Zealand to use the Certification.

2.2 Cycling New Zealand may occasionally alter the criteria for use of Cycling New Zealand Certification at your Named Event, and you will be advised of any required changes.

## **3. Acceptance of application**

3.1 Consideration and acceptance of your application to Cycling New Zealand Event Certification is at the sole discretion of Cycling New Zealand. Cycling New Zealand is under no obligation to provide you with any reasons for its acceptance or rejection of your application.

3.2 If at any time following confirmation of your application, Cycling New Zealand reserves the right, at any time, to cancel your acceptance for your Named Event if you no longer fulfil the criteria for participation at a specific Event (as determined by Cycling New Zealand in its sole discretion).

## **4. Fees and payment**

4.1 You agree to pay all applicable Fees and taxes in connection with the Event. Fees for Event Certification are set out on Cycling New Zealand's website.

4.3 You are responsible for all your costs associated with your application for your Named Event including, without limitation, travel and accommodation costs, advertising costs, exhibition and promotional materials, including freight costs. Cycling New Zealand will not be responsible for any costs or disbursements that you incur as a result of your application or your Named Event generally.

## **5. Cancellation and Withdrawals**

The following provisions apply in addition to the cancellation provision of the Licence Agreement.

5.1 If, at any time following acceptance of your application but prior to the Named Event:

a. Cycling New Zealand considers that you cease to satisfy any of the criteria or have otherwise breached these terms and conditions; or

b. Cycling New Zealand reasonably considers that it is no longer appropriate for you to organise and run the Named Event; or

c. you fail to pay the Fee to Cycling New Zealand by the due date for payment specified by Cycling New Zealand.

Cycling New Zealand may, in its sole discretion, by notice in writing, withdraw its acceptance of your application and cancel your right to run your Named Event as a Certified Event without incurring any liability to you or any third party. Cancellation of your participation in the Event by Cycling New Zealand will have immediate effect on receipt of such notice. If Cycling New Zealand cancels for the reason set out in clause 5.1(b) above, any Fee already paid by you will be refunded. In all other cases the Fee will not be refunded.

## **6. Privacy and Confidentiality**

6.1 Cycling New Zealand may collect personal information from you for the Named Event for facilitating your organisation running your Named Event as a Certified Event.

6.2 You agree that Cycling New Zealand may retain and use such personal information for the above purposes, and for the purposes of advising you of changes or additions to its activities and providing you with information on related services provided by Cycling New Zealand or third parties. Your personal information may be provided to other event related organisations or entities for the purpose of event management or Cycling New Zealand may use it to contact you in the future for purposes relating to the Named Event.

6.3 Cycling New Zealand will keep personal information confidential except where disclosure is necessary for the purpose of organising or running the Named Event or where disclosure is required:

a. by law enforcement or other Government agencies in connection with the conduct of any investigation of criminal activities; or

b. by court order.

6.4 Such personal information does not extend to information that:

a. was known to Cycling New Zealand prior to the submission of your application;

b. is, or becomes, public knowledge without the fault of Cycling New Zealand;

c. is, or becomes, available to Cycling New Zealand from a source other than you; or

d. is required to be disclosed by law.

6.5 Any Confidential Information (as defined in the Licence Agreement) must only be used by you for the purposes of the Named Event and must be kept confidential by you. Such confidential information must not be provided to a third party without the prior consent of Cycling New Zealand.

6.6 Any personal information that you provide will be collected and held by Cycling New Zealand at its Cambridge office. Under the Privacy Act 1993, you may at any time have access to any personal information about you held by Cycling New Zealand by submitting a request to Cycling New Zealand in writing. Cycling New Zealand will update and correct such information upon receipt of a written request from you. The address for such requests is: [events@cyclingtonewzealand.nz](mailto:events@cyclingtonewzealand.nz)

## **7. Electronic messages**

By applying for Event Certification for the Named Event, you give your consent for Cycling New Zealand to contact you by way of electronic messages in relation to your application and/or Named Event, as well as for marketing and promotional purposes. You can unsubscribe from these messages by using the "Unsubscribe" function on the message or by replying to the email with "Unsubscribe" in the subject line.

## **8. Warranties**

- 8.1 You undertake and warrant that your Named Event, and any information provided by you in respect of your Named Event will not:
- a. be offensive to generally accepted community standards or otherwise unlawful, or
  - b. breach or otherwise infringe any intellectual property rights, including copyright and trademarks, of any third party.

## **9. Liability and indemnity**

- 9.1 Cycling New Zealand will not be liable for any loss or damage (including consequential loss or damage, loss of profits, loss of revenue or loss of savings) which may be suffered or incurred, or which may arise directly or indirectly in respect of your application and/or the Named Event or any failure or omission on the part of Cycling New Zealand to comply with its obligations under these terms and conditions.
- 9.2 If, for any reason, Cycling New Zealand cannot rely upon the limitations, the maximum aggregate liability that Cycling New Zealand will have to you in respect of the subject matter of these terms and conditions is the total Fee payable or paid by you under these terms and conditions.
- 9.3 You will indemnify Cycling New Zealand against any costs, losses and damages and will, at your cost, defend or settle any claim suit, action or proceeding brought against Cycling New Zealand arising from:
- a. any breach of the Agreement and/or the Licence by you, or
  - b. your actions before and during the Named Event, or
  - c. any third-party claim of intellectual property rights infringement in respect of the Named Event.

## **10. Insurance**

- 10.1 It is your responsibility to ensure that you have and maintain adequate insurance to cover the risks associated with you organising and running the Named Event.
- 10.2 If requested by Cycling New Zealand, you will send an insurance certificate showing your insurance cover.

## 11. Privacy

The Licensee agrees that any personal information obtained from the Licensor pursuant to this Licence may only be collected, held, used and distributed in accordance with the Privacy Act 1993 and its amendments.

## 12. Confidentiality

Each party will maintain as confidential at all times, and will not at any time, directly or indirectly:

- a. disclose or permit to be disclosed to any person;
- b. use for itself to the detriment of the other party; or

any Confidential Information (as defined in the Licence Agreement) except:

- a. as required by law;
- b. as is already or becomes public knowledge, otherwise than:
  - i. as a result of a breach, by the party disclosing, of any provision of this agreement; or
  - ii. through an unauthorised disclosure by a third party;
- i. as authorised in writing by the other party; or
- ii. to the extent reasonably required in order to give effect to this Agreement.

## 13. Notices

Any notices which are to be sent under this Licence must be in writing and be sent by e-mail to the following address (or as changed from time to time):

### **To The Licensor:**

Contact person: Janette Douglas, Events Director

Email: [Janette.douglas@cyclingnewzealand.nz](mailto:Janette.douglas@cyclingnewzealand.nz)

### **To the Licensee:**

Contact person: *As per Event Certification Application*

Email: *As per Event Certification Application*

## 14. Dispute Resolution

14.1 In the event of any dispute between the Parties arising out of the Agreement and Licence, the Parties agree to the following process to obtain a resolution to such dispute:

- a. the Party initiating the dispute will provide written notice to the other Party of the dispute;
- b. the Parties will attempt to negotiate an agreed resolution in good faith within 20 Business Days after receipt of the written notice referred to in Clause 14.1a;

failing resolution in Clause 14.1b, the Parties shall appoint a mediator by agreement and shall submit the matter in dispute to the mediator. All discussions in mediation shall be without prejudice and shall not be referred to in any later proceedings. Each Party shall bear its own costs in the mediation, and shall each pay half of the costs of the mediator; and

Pending resolution of the dispute, the Parties will continue to perform their respective obligations under these terms and/or conditions or the licence agreement.

- c. Nothing in these Terms and Conditions and/or Licence will preclude either Party from taking immediate steps to seek equitable relief before an appropriate court.

## 15. Other terms

15.1 *Assignment*: You may not, without Cycling New Zealand's prior written consent, assign, novate, sub-contract, pledge or transfer any or all of your rights, duties or obligations under the Agreement and Licence. Cycling New Zealand shall have the right to assign, novate, sub-contract, pledge or transfer any or all of its rights or obligations under these terms and conditions without your consent.

15.2 *Waiver*: Failure by Cycling New Zealand to enforce at any time any of the terms, conditions or provisions of these terms and conditions shall not be construed to be a waiver of Cycling New Zealand's rights, or in any way affect the validity of the whole or any part of these terms and conditions, or to otherwise prejudice Cycling New Zealand's right to take subsequent action. Any waiver by Cycling New Zealand in respect of any right provided for in these terms and conditions shall not be construed to be a waiver of any further or future rights arising under these terms and conditions.

15.3 *Compliance with law*: You will ensure that you, and each of your employees, contractors and volunteers, comply with all applicable New Zealand law at all times during the Named Event.

15.4 *Variation*: No variation or amendment to the Agreement or Licence will be effective unless it is in writing and signed by both you and Cycling New Zealand.

15.5 *Severability*: In the event that part or all of any provision of these terms and conditions is illegal or unenforceable, such provision will be interpreted as may be necessary to ensure it is not illegal or unenforceable. If any provision (or part of it) cannot be interpreted in that way, the provision (or part of it) will be severed from these terms and conditions and the remaining provisions will continue in full force and effect.

15.6 *Force Majeure*: neither Party will be liable for any act, omission, or failure to fulfil its obligations under the Agreement and Licence if such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the date of this Licence, fire, communication line failures, power failures, earthquakes or other disasters (called "Force Majeure"). The Party unable to fulfil

its obligations due to Force Majeure will immediately notify the other in writing of the reasons for its failure to fulfil its obligations and the effect of such failure and use all responsible endeavours to avoid or remove the cause and perform its obligations under the Agreement and Licence.

15.7 *Governing law:* This agreement and Licence shall be governed by New Zealand law.