Venue Hire General Terms and Conditions

The Venue Operator and the Hirer agree as follows:

1. **DEFINITIONS/INTERPRETATION**

1.1 Unless the context otherwise requires:

"**Agreement**" means the venue hire booking policy (if applicable), Venue Hire Agreement, including the Specific Terms, these Terms and Conditions and any Schedules;

"Areas" means those areas within the Venue or any area surrounding or adjacent to the Venue to be hired or used by the Hirer either exclusively or in common with others, as detailed in the Venue Site Plan;

"Bond" means the bond payment (if any) detailed in the Specific Terms required by the Venue Operator in terms of clause 6 of the Terms and Conditions;

"Confirmation Fee" means the initial non-refundable payment to be made by the Hirer as part of the Venue Hire Fee, to confirm the booking, as detailed in the Specific Terms;

"Cost Estimate" means the fee for Services to be provided estimated in the Services Schedule or otherwise by the Venue Operator, pending determination of the actual Services Fee following completion of the Event;

"Event" means the event for which the Venue is hired as described in the Specific Terms;

"Venue Hire booking policy" means the current venue hire booking policy as standardised within this agreement;

"Guarantor" means the person or persons specified as Guarantor in the Venue Hire Agreement, guaranteeing the obligations of the Hirer;

"Hire Period" means that period during which the Hirer will hire the Venue as specified in the Specific Terms from the Commencement Date to the End Date;

"Hirer" means the person named as Hirer in the Venue Hire Agreement and also referred to as "you" in these Terms and Conditions;

"Other Charges" means the charges payable by the Hirer in addition to the Venue Hire Fee and Services Fee;

"Payment Schedule" means the schedule (if any) detailing payment arrangements attached to the Venue Hire Agreement;

"Services" may include those catering (food and beverage), technical, security, supply of equipment, parking, ticketing and other services (if any) to be provided by the Venue Operator as detailed in the Specific Terms or as otherwise agreed between the parties;

"Services Fee" means the fee to be paid by the Hirer for the Services;

"Services Schedule" means the schedule of Services (if any) attached to the Venue Hire Agreement;

"**Specific Terms**" means that part of the Venue Hire Agreement referred to as 'Specific Terms' setting out the terms for each hire of the Venue for an Event and will include the Payment Schedule and the Services Schedule;

"Terms and Conditions" means these General Terms and Conditions;

"Ticketing System" means a system for selling tickets for an Event or otherwise offering entry to an Event, either to the general public or a selected group of persons;

"Venue" means the venue specified in the Specific Terms and includes the Areas;

"Venue Hire Agreement" means the Agreement. The terms 'Agreement' and 'Venue Hire Agreement' are used interchangeably throughout;

"Venue Hire Fee" means the fee to be paid by the Hirer to hire the Venue as detailed in the Venue Hire Agreement;

"Venue Operator" means the person or entity named as Venue Operator in the Venue Hire Agreement, and also referred to as 'we' and 'us' in these Terms and Conditions;

"Venue Owner" means the legal owner of the Venue.

"Venue Site Plan" means the plan of the Venue and Areas (if applicable) outlining the area of the Venue being hired;

"Working Day" means any day other than a Saturday, Sunday or a public holiday applying in the city where the Venue is located.

2. THE EVENT AND HIRE OF THE VENUE

2.1 **Event Description**: By signing the Venue Hire Agreement the Hirer warrants and agrees that the Event is accurately described.

2.2 **Hire of Venue**: The Venue Operator agrees to allow the Hirer to use the Venue for the Event during the Hire Period in accordance with the terms of this Agreement.

2.3 **Performance Standard**: The Hirer warrants and agrees that the Venue will not be used for any performance or activity that is of an objectionable nature, is in breach of reasonable standards of public decency or is likely to create a nuisance (see also clause 9). If there is any likelihood of objectionable content of any kind, in the Event, then the Hirer must disclose this to the Venue Operator prior to signing the Agreement or as soon as practicable after becoming aware of this and ensure that this is clear in all marketing and promotional material.

3. BOOKING CONFIRMATION AND POLICY

3.1 **Confirmation**: No booking for hire of the Venue is confirmed until both the Hirer and the Venue Operator have signed the Venue Hire Agreement and the Hirer has paid the Confirmation Fee (if requires). A booking may be subject to challenge by other prospective hirers, until it has been confirmed.

3.2 **Venue Booking Policy:** Where a Hirer fails to confirm a booking in accordance with Clause 3.1 above, and another person wishes to hire the Venue for the Hire Period or any part thereof, then the venue will notify the hirer in writing requesting payment of the required confirmation fee to be paid within 7 working days to confirm the booking. Failure to pay by the due date will result in the hire period being forfeited allowing other hirers to book that period.

3.3 **Confirmation Fee**: Subject to Clause 3.1, the Confirmation Fee is payable by the Hirer on the Payment Date detailed in the Specific Terms or where no Payment Date is specified, then 10 Working Days following signing of the Venue Hire Agreement. The Confirmation Fee is non-refundable.

4. **VENUE HIRE FEE**

4.1 **Venue Hire Only**: The Venue Hire Fee covers hire of the Venue only. Any Services provided by the Venue Operator or equipment required will be included in the Services Fee, to be paid in addition to the Venue Hire Fee.

4.2 **Payment**: The total account (less confirmation fee paid) is required to be paid in full before the hire period begins (this will be specified if required), or within one calendar month from receipt of the account. A surcharge of 10% may be charged on accounts not paid within the time prescribed above.

5. **SERVICES AND SERVICE FEE**

5.1 **Services**: The Venue Operator will provide the Hirer with the Services in accordance with the provisions of this Agreement.

5.2 **Services Fee**: The Hirer will pay the Venue Operator the Services Fee for provision of the Services.

5.3 **Payment**: The Hirer will pay the Services Fee in accordance with the Payment Schedule.

6. **BOND**

6.1 **Bond Payment**: The Venue Operator may require a Bond to be paid to ensure the due and proper performance by the Hirer of its obligations under this Agreement. This Bond is in addition to any other fees or charges payable under this Agreement. The Hirer agrees to pay the Venue Operator a Bond of an amount and on the date specified (if any) in the Venue Hire Agreement.

6.2 **Use of Bond Moneys**: The Bond will be held in trust by the Venue Operator and should the Hirer breach or fail to properly perform the Hirer's obligations under this Agreement, the Bond will be forfeited and the Venue Operator may use the Bond to carry out the Hirer's obligations and deduct from the Bond any moneys payable to the Venue Operator under the Venue Hire Agreement.

6.3 **Return of Bond Moneys:** Where the Hirer has properly complied with all its obligations under the Venue Hire Agreement then within a reasonable time following the conclusion of the Event and the Hire Period, the Venue Operator will refund the Bond moneys to the Hirer.

7. **OTHER CHARGES**

7.1 **Additional Charges**: In addition to the Venue Hire Fee and the Services Fee, the Hirer will be charged for any:

(a) Damage to the Venue or theft of any of the Venue Operator's property from the Venue during the Hire Period caused by the Hirer or arising from the Hirer's lack of care or any other breach of these Terms and Conditions. The Hirer may inspect the Venue with the Venue Operator prior to the Commencement Date of the Hire Period to take note of any existing damage;

(b) Extra cleaning, rubbish removal, repair or reinstatement of the Venue that the Venue Operator reasonably considers is required after the Event;

(c) Services provided by the Venue Operator in addition to the Services that you require or use or which the Venue Operator considers necessary for the safe and efficient conducting of the Event;

(d) Hour or part thereof that you, your employees, contractors, agents or invitees continue to occupy the Venue after the End Date of the Hire Period; and

(e) Costs, expenses or losses incurred by the Venue Operator as a result of a breach or non-observance of these Terms and Conditions by the Hirer, its employees, contractors, agents or invitees.

7.2 **Change**: If the Hirer adds or changes the Specific Terms during the 5 Working Days before the commencement of the Hire Period, the Hirer may be charged an additional amount to cover the Venue Operator's administrative costs in making this change. Any such administrative cost will be charged in addition to any hire charges and other costs that may apply as a result of the changes the Hirer has made.

7.3 **Merchandise Service Fee**: If the Hirer wishes to sell any goods at the Venue the Hirer must first obtain the Venue Operator's approval. A merchandise service fee of an amount detailed in the Specific Terms is to be paid to the Venue Operator plus any associated costs of services provided by the Venue in relation to sale of merchandise. The Hirer must provide the Venue Operator with certified evidence of the gross sales of goods for the Hire Period, in order to enable the Venue Operator to assess the actual amount of the merchandise service fee.

8. **OVERDUE AND UNPAID AMOUNTS**

8.1 **Payment by Due Date**: The Hirer must pay all invoices on the dates indicated and where the Hirer fails to pay all amounts on time, the Venue Operator may cancel the Hirer's booking and this Agreement.

8.2 **Default Interest**: The Venue Operator may charge interest for late payment on all amounts due under this Agreement, calculated daily at the rate specified in the Specific Terms, from the due date until the date that the Venue Operator receives payment in full of those amounts.

8.3 **Recovery Costs**: The Venue Operator may recover from the Hirer, all costs and expenses (including debt collection fees and legal fees) the Venue Operator incurs trying to recover any overdue amount from the Hirer including administrative costs of either 15% of the overdue amount or $300.00 whichever is less.

9. **USE AND CARE OF THE VENUE**

9.1 **Restrictive Use**: The Hirer may only use the Venue to stage the Event as described in the Venue Hire Agreement or as amended and approved by the Venue Operator.

9.2 **Proper Conduct**: During the Hire Period the Hirer shall conduct and manage its use of the Venue in an orderly and lawful manner, and shall remain responsible for the conduct of its employees, contractors, agents, invitees and ticket holders and shall ensure that none of them behave in any riotous, offensive or disorderly manner (including drunken behaviour) or in such a manner that is likely to cause danger or annoyance to other members of the public, the Venue Operator or damage the reputation of the Venue or the Venue Operator. The Hirer acknowledges that the Venue Operator may eject or refuse admission to any person who fails to behave in accordance with the standards required by this clause, in which case the Hirer indemnifies the Venue Operator for any claims that may be made against the Venue Operator as a result of such action.

9.3 **Licenses, Permits, Consents and Authority:** The Hirer must at the Hirer's expense obtain all licenses, permits and consents that may be required for the Event and upon request the Hirer will provide the Venue Operator with copies of these documents. In addition, the Hirer will obtain the relevant authorisation in relation to use of any third party intellectual property and will not use the Venue for the public performance of any literary, dramatic, musical or other work or entertainment in breach of copyright.

9.4 **Compliance with Laws and Venue Operator's Directions:** During the Hire Period, the Hirer shall ensure that its employees, contractors and agents comply with all applicable statutes, bylaws and rules of conduct for the Venue and any directions of the Venue Operator and that they do not do or omit to do anything that may cause the Hirer to be in breach of the Hirer's obligations under this Agreement. The Hirer shall also take all steps reasonably required of the Hirer to comply with the requirements of and preserve the continuity of all licenses held in relation to the Venue.

9.5 **Reasonable Care Required**: During the Hire Period, the Hirer shall ensure that all reasonable care is taken in the use and occupation of the Venue so that, with the exception of fair wear and tear, the Venue will be left in the same condition upon completion of the Hire Period, as it was at the commencement. In this regard the Hirer, the hirers contractors, agents & exhibitors shall not affix to any walls, doors or windows, permanently mark, paint, drill or otherwise deface any part of the Venue or make any alteration to the

structure, fittings decorations or furnishings of the Venue (in particular, where there is a sports floor that requires special care), without the prior written consent of the Venue Operator.

9.6 **Prohibited Goods/Activities**: During the Hire Period the Hirer must ensure that:

(a) Neither the Hirer nor any of its employees, contractors or agents bring to the Venue any firearms, explosives, flammable liquids or other dangerous substances (including fireworks or pyrotechnics) which may cause damage or injury to property or persons, except with the prior written consent of the Venue Operator and then only in accordance with the conditions of that consent. Notwithstanding any such consent, the Hirer will indemnify the Venue Operator and the Venue Owner in respect of any liability or expense it incurred as a result of any such damage or injury;

(b) **Gaming**: No lottery, raffle, betting, gambling or game of chance of any kind is conducted in the Venue without the prior written consent of the Venue Operator and then only in accordance with applicable laws;

(c) **Broadcasting and Recording**: No radio or television broadcast or films, recordings or video tapes or any type of electronic or digital recording of any kind whatsoever are made for the Event at the Venue, without the prior written consent of the Venue Operator.

9.7 **No Smoking**: The Venue is a strictly 'no smoking' Venue and the Hirer must strictly adhere to and enforce this policy and the requirements of the Smoke Free Environments Amendment Act 2003 and amendments at all times. For the avoidance of doubt 'No Smoking' means that any form of smoking on stage as part of a performance is not permitted. Where designated outdoor smoking areas are required for an Event, the Hirer must specifically discuss this requirement with the Venue Operator.

9.8 **Electrical Use and Installation**: The Hirer will:

(a) Not permit any electrical devices into the Venue unless evidence is provided to the Venue Operator that such device has been inspected by a suitably qualified electrician or trained person has a current electrical test tag which complies with New Zealand standards. Further the Hirer shall not connect any electrical installation or equipment or fitting to the electricity supply of the Venue without obtaining the prior approval of the Venue Operator to such connection or installation and provided always that such installation or connection as approved by the Venue Operator is carried out by a suitably qualified and certificated person as required by current New Zealand legislation;

(b) Be liable for any costs or damages that arise out of the use of electrical devices or any electrical installation or connection that have not been approved and inspected in accordance with these Terms and Conditions and will indemnify the Venue Operator and the Venue Owner in respect of any liability or expense it incurred as a result.

9.9 **Temporary Structures**: The Hirer or its contractors shall not construct or erect any rigging, scaffolding or other temporary structure or suspend any object or thing from the ceiling of the Venue without obtaining the prior approval of the Venue Operator. It shall be a condition of any such approval that such work be carried out by a suitably competent or qualified person complying at all times with current health and safety regulations.

9.10 **Repairs and Reinstate**: Upon completion of the Hire Period the Hirer shall leave the Venue in the same condition as it was on the Commencement Date of the Hire Period and in a clean and tidy condition. The cost of any repairs and additional cleaning required by the Venue Operator to reinstate the Venue to such clean and tidy condition will be charged to the Hirer in addition to the Venue Hire Fee and any Other Charges.

9.11 **Fire Alarms:** The complex is fitted with sensitive smoke and heat detectors that are connected directly to the fire service. Accidental or malicious triggering of the fire alarms will result in the hirer being charged for any costs incurred by the fire service or associated services.

9.12 **Key responsibility**: Upon booking confirmation the hirer will be informed of open and lock up procedures through a site induction. The hirer must insure the complex is securely locked; all heating and

lights are turned off before leaving the complex. Access to the complex is not permitted outside of booking times. Lost keys will incur a replacement key charge of $50.

10. **VENUE SETUP**

10.1 **Set up Requirements**: Unless agreed otherwise in the Specific Terms the parties will within 5 Working Days prior to the commencement of the Hire Period agree in writing, the Venue set up requirements and responsibilities for the Event, based on the following information:

(a) Venue layout
(b) Event programme/timetable including all breaks/meals requirements;
(c) Equipment and Technical requirements;
(d) Equipment being brought to the Venue;
(e) Food and beverage requirements;
(f) Safety Plan; and
(g) All requirements as to the Services to be provided by the Venue Operator.

10.2 **Advance Deliveries**: The Hirer must agree in advance with the Venue Operator, in relation to any delivery to the Venue of equipment or supplies for the Event before the Hire Period. Such advance deliveries must be clearly marked for the Event and may only be received at the Venue after prior negotiation and agreement between the Venue Operator and the Hirer, before the Hire Period and subject to suitable storage being available at the Venue.

10.3 **Receipt of Advance Deliveries**: Any advance deliveries to the Venue are entirely at the risk of the Hirer and will only be received by the Venue Operator on the basis that the Venue Operator has no liability for loss or damage to any equipment or suppliers, before, during and after the Event. To facilitate advance deliveries to the Venue, the Venue Operator may sign delivery receipt documentation on behalf of the Hirer, provided always that the Venue Operator accepts no liability in relation to the deliveries and the Hirer will fully indemnify the Venue Operator and the Venue Owner in this regard.

10.4 **Removal/Storage**: Unless it is agreed in advance that pack down services will be provided by the Venue Operator, all equipment and supplies relating to the Event must be removed at the end of the Hire Period. Failure to do so may result in the Venue Operator relocating the equipment and supplies to another facility which will incur to the Hirer additional costs.

11. **SERVICES**

11.1 **Services Offered**: In addition to providing the Venue the Venue Operator is able to provide other Services, on the terms to be agreed between the parties.

11.2 **Services Schedule**: Any Services to be provided should where possible prior to the commencement of the Hire Period be recorded in the Services Schedule. The Services Schedule will set out the Services required by the Hirer in relation to the Event, the scope of those Services and the Estimated Services Fee and will be signed by both parties as acceptance of the Services.

11.3 **Additional Services**: Any Services requested by the Hirer (including any agent, employee or contractor of the Hirer) and provided by the Venue Operator and not detailed in the Services Schedule shall be paid for by the Hirer (whether or not such request was verbal or in writing).

12. **TICKETING**

Where the Event is marketed to the public with tickets publicly available and the Hirer uses a Ticketing System:

12.1 **Ticketing Agent**: Unless otherwise agreed by the Hirer or the Venue Operator, all tickets must be printed and sold through a Venue Operator's nominated ticketing agent, at the Hirers cost.

12.2 **Ticket sales**: Tickets to the Event will not go on sale until the Venue Operator has received the signed Venue Hire Agreement and a copy of the ticketing contract signed by the Hirer together with the venue Confirmation Fee and Bond (if any).

12.3 **Ticketing Agent Authorisation**: Unless otherwise agreed in writing, by signing this Agreement the Hirer authorises the ticketing agent to deduct from proceeds of ticket sales for the Event and pay directly to the Venue Operator, any amounts payable by the Hirer to the Venue Operator under this Agreement. Any amounts payable by the Hirer not covered by proceeds of ticket sales will be paid by the Hirer in accordance with this Agreement.

12.4 **Complimentary Tickets:** The Venue shall be provided by the hirer with the number of tickets as detailed in the Specific Terms attached for use by its officers, employees and invitees.

13. **CATERING (FOOD AND BEVERAGE)**

13.1 **Food or Beverage**: Can be brought into the Venue with the permission of the Venue Operator. Bins are provided for the rubbish. Excess rubbish that does not fit into the bins provided needs to be removed by the Hirer or additional rubbish removal charges will apply. All food brought into the Venue needs to be removed after the Hirer Period. The Venue Operator takes no responsibility for food left in the venue before or after the Hire Period. Food served for your event needs to meet the requirements of the Food Act 2014.

13.2 **Venue Caterer**: The Hirer is responsible in arranging their own caterer for the event unless otherwise agreed between the Hirer and the Venue Operator. The Caterer will need a Food Control Plan or have a Registered Programme under the Food Act 2014. The hirer will need to inform the Venue Operator of the Caterer been used for the event.

13.3 **Alcohol**: If the Hirer wishes to have alcohol available for the Event, then the Hirer must advise the Venue Operator and comply with all conditions and requirements of the Local Council liquor license.

14. **STAFF/PERSONNEL**:

The Manager shall have access to the complex at all times. The Venue Operator may upon request from the Hirer, provide staff to assist with the running of the Event, including front of house staff, fire safety officers, security personnel, technicians and cleaners as agreed. Where the cost of all such staff is not included in the Venue Hire Fee or Services Fee, then such cost will be an additional charge paid by the Hirer and based on the Venue's applicable rates.

15. **PROMOTION AND ADVERTISING**

15.1 **Promotion**: The Hirer will be responsible for all aspects of promotion of the Event, unless agreed otherwise.

15.2 **Approval**: Unless agreed otherwise between the parties, the Hirer will provide the Venue Operator with the opportunity to approve all advertising for an Event prior to publication, particularly in relation to sponsor acknowledgement, use of the Venue name and logo and contact details and the overall look and feel.

15.3 **Sponsors:** The Venue may have arrangements with sponsors, including but not limited to naming rights sponsors for the Venue and/or parts of the Venue ("Venue Sponsors"). The Venue Operator will inform the Hirer of any Venue Sponsors and any restrictions that may apply during the Hire Period in relation to the Venue as a result of such sponsorship arrangements. The Hirer will prior to the Event, advise the Venue Operator of any sponsors or proposed sponsors for the Event ("Event Sponsors") and obtain the consent of the Venue Operator to such Event Sponsors. The Hirer will not do anything to put the Venue Operator in breach of its obligations to Venue Sponsors.

16. **HEALTH AND SAFETY**

16.1 **Compliance**: The Hirer will comply at all times with the Venue's health and safety policies and procedures as advised to the Hirer from time to time and the requirements of the Health and Safety at Work Act 2015 (and any amendments).

16.2 **Notification:** The Hirer must notify the Venue of any risks to health and safety arising from their Event and shall advise of any risks to health and safety which may affect the safety of any persons within the Areas.

16.3 **Elimination:** The Hirer agrees to take all reasonably practicable steps to ensure risks to health and safety are eliminated, if the risk cannot be eliminated then minimised, and it shall have due regard to any risks that may arise in performing its obligations under this agreement.

16.4 **The Hirer Must:**

(a) Upon the request at any time submit to, and fully co-operate with any safety process reasonably required by the venue and provide documentation relating to the Hirer's own safety policies and procedures;

(b) Notify the Venue in the event of any incident involving workers, agents and representatives of the Hirer or the Venue occurring in the performance of this agreement where that incident causes any personal injury or damage to property which could reasonably be expected to give rise to personal injury;

(c) Asses all reasonably foreseeable risks to health and safety that may affect the Venue or any third party arising out of or in any way connected with the performance of this agreement, and provide a copy of such assessments to the venue upon request, and promptly take all reasonably practicable steps to eliminate or minimise such risks. The Hirer must notify and co-operate with the Venue accordingly;

(d) Fully co-operate with the venue and any other parties as necessary to ensure that all reasonably foreseeable risks to health and safety are eliminated or minimised; and

(e) Take all reasonably practicable steps to ensure that no act or omission is a breach of any duty or obligation of the Hirer under the Health and Safety at Work Act 2015 and associated regulations or any safety requirements as may reasonably be required by the Venue.

16.5 **Hirer Responsibility**: The Hirer will ensure that every employee, contractor, performer, agent or invitee of the Hirer working or otherwise at the Venue during the Hire Period acts in accordance with and at all times complies with:

(a) The Venue's "house rules" and policies and procedures regarding health and safety, including but not limited to evacuation procedures, contractor and exhibitor induction requirements, maximum number of persons at the Venue etc;

(b) Any applicable safety programme including without limitation the "Guide to Safe Working Practices in New Zealand Theatre and Entertainment Industry" which is available at www.etnz.co.nz or at the Venue;

(c) The obligations and duties under the Health and Safety at Work Act 2015; and

(d) The Venue's "no smoking policy" and the Hirer's obligations under the Smoke Free Environments Amendment Act 2003.

16.5 **Notification**: The Hirer will immediately notify the Venue Operator of any hazards which the Hirer observes or becomes aware of at the Venue. The Hirer must also immediately notify the Venue Operator of any incident or accident it becomes aware of at the Venue involving any equipment or any of the Venue Operator's employees and the Hirer will provide the Venue Operator with such assistance as may be necessary to conduct any incident or accident investigation.

16.6 **Indemnity**: The Hirer will indemnify the Venue Operator and the Venue Owner against any loss or damage suffered due to its failure, or that of the Hirer's employees, contractors, performers or agents to comply with its obligations under this Agreement. In particular the Hirer will indemnify the Venue Operator and Venue Owner in relation to any incident or accident involving the Hirer or any of its employees, contractors, performers or agents where the Venue Operator and/or Venue Owner is prosecuted or a fine, penalty or levy is imposed on the Venue Operator (including court costs and any legal costs reasonably incurred by the Venue Operator and/or Venue Owner in defending, or seeking advice on, any incident or accident)

17. **CANCELLATION**

17.1 **Cancellation by Hirer**: If the Hirer cancels the Event, the Venue Operator will retain the non-refundable Confirmation Fee and unless specified in writing, otherwise, the following cancellation provisions will apply. Where cancellation occurs within:

(a) 3 months of the Event, 50% of the Venue Hire Fee is payable to the Venue Operator,

(b) 10 Working Days of the Event, the full Venue Hire Fee is payable, and

(c) 7 days of the Event, 50% of the estimated cost of catering on numbers advised and any Services Fee will be payable, and

(d) 3 days of the Event, 100% of all estimated Event costs will apply.

(e) If the Hirer has a regular ongoing weekly booking the Hirer must give at least 7days notice in writing from the booking day to cancel or 48hours to amend a booking or full booking charges apply.

17.2 **Cancellation by Venue Operator**: The Venue Operator may cancel the Hirer's booking and this Agreement if-

(a) The Venue Operator considers that the staging of the Event or the nature of the Event will, or might contravene any statute, order, regulation, rule of law or any other requirement of a public or local authority or otherwise be in breach of reasonable standards of public decency.
Where this contravention is not apparent from the description of the Event provided by the Hirer, the cancellation will be deemed to be a cancellation by the Hirer and clause 17.1 will apply;

(b) It reasonably considers that the management control of the Event by the Hirer is deficient or inadequate and/or the behaviour of the guests or attendees of the Event is such that it would lead to danger or injury to any person or material damage to any property, including the Venue itself. In these circumstances clause 17.1 will apply.

(c) If the Hirer has a Regular Booking and are being charged at the Local Rate the Booking may be subject to cancellation/change if another Major Event requires that area or whole complex on your booked date. Should this occur, you will be advised well before the Event and if possible alternative dates will be offered.

18. **POSTPONEMENT OR REDUCTION IN HIRE PERIOD**

If for any reason whatsoever the Hirer postpones the date on which the Event is to be held and/or alters or reduces the Hire Period, then unless agreed otherwise between the parties, the cancellation provisions set out in clause 17.1 of this Agreement will apply, except where the Event is still to be held but the Hire Period reduced, the amounts payable under clause 17.1 shall be pro-rated in accordance with the reduced Hire Period.

19. **INSURANCE**

19.1 **Public Liability Insurance**: The Hirer is recommended to maintain and keep in force during the Hire Period, adequate public liability insurance cover providing indemnity against loss, damage, costs and expenses for which the Hirer may become liable under this Agreement.

20. TERMINATION

20.1 **Termination by the Venue Operator:** The Venue operator may at any time terminate this Agreement by notice in writing to the Hirer with immediate effect, in any of the following circumstances:

(a) The Hirer is in default in the observance or performance of any of its obligations under this Agreement and such default is not remedied within a reasonable time (as determined by the Venue Operator in its sole discretion taking into account the circumstances) from the date the Venue Operator has notified the default and requested the Hirer to remedy such default;

(b) If the Hirer fails to pay any sum of money payable to the Venue Operator pursuant to this Agreement, on the due date for payment;

(c) If any secured creditor of the Hirer goes into possession of any business or undertaking of the Hirer either by itself or by any agent or any receiver is appointed over any business or undertaking of the Hirer, if the Hirer (being a natural person) has an order of bankruptcy made against him or her, if an application for the liquidation of the Hirer (being a company) is made or if a resolution is passed by the creditors or members of the Hirer (being a corporation) resolving or requiring that the Hirer be put into liquidation;

(d) If the Hirer enters into any arrangement, composition or assignment under the Insolvency Act or becomes unable to pay debts as they fall due.

20.2 **Obligations on Termination**: Upon termination under clause 20 the Hirer will immediately remove all the Hirer's property, vacate the Venue and immediately deliver to the Venue Operator all property belonging to the Venue Operator. The Hirer will have no entitlement to claim compensation or damages from the Venue Operator on account of any inconvenience or loss to the Hirer as a result of termination under clause 20.

20.3 **Without Prejudice**: Such termination shall be without prejudice to the Venue Operator's right to recover the Venue Hire charges and other money payable by the Hirer under this Agreement and the rights of either party against the other in respect of an earlier breach of any of the provisions contained or implied in this Agreement.

21. GUARANTEE

In consideration of the Venue Operator hiring the Venue to the Hirer for the Event on the term of the Agreement, The Guarantor guarantees the due and punctual payment by the Hirer of all monies owed under the Agreement together with the due and punctual performance by the Hirer of its obligations under this Agreement.

22. LIABILITY AND INDEMNITY

22.1 **Indemnity:** The Hirer indemnifies the Venue Operator and the Venue Owner from and against all claims,, damages, liabilities, costs, fines, levies, penalties, losses and expenses (including reasonable legal fees) arising out of any breach of the Hirer's obligations under this Agreement or the termination of this Agreement, including any loss, damage or injury caused or contributed to by the Hirer or any of its employees, contractors, performers or agents to:

(a) Any persons; or

(b) The Venue or any property or facilities located or stored in the Venue, including the Areas.

22.2 **Hirer's Property:** The Hirer acknowledges and agrees that the Venue Operator and Venue Owner are not responsible for loss or damage to any of the Hirer's property in the Venue, except where that loss or damage is caused by the Venue Operator's negligence.

22.3 **Indirect/Consequential Loss**: The Venue Operator and the Venue Owner shall not be liable to the Hirer under contract or tort or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement. The extent of the Venue Operator's and the Venue Owner's liability to the Hirer under this Agreement (collectively) for any loss, damage, claim or expense (whether due to the Venue Operator's negligence or otherwise) is limited in aggregate to the amount of the Venue Hire Fee

23. NOTICES

23.1 **Form:** Any notice under this Agreement between the parties must be made in writing and may be personally delivered, posted, faxed or emailed to the addresses set out in the Venue Hire Agreement or to such other addresses as agreed between the parties.

23.2 **Delivery:** Notices will be deemed to be given:
(a) Where served personally, upon delivery;

(b) Where served by post, 3 Working Days after posting;

(c) Where served by facsimile or email, upon receipt of the correct facsimile or email receipt confirmation.

24. FORCE MAJEURE

In the event that the Venue Operator or the Hirer is unable to perform or discharge their respective obligations under this Agreement by reason of any fire, flood, earthquake or similar catastrophic event, outbreak of state of emergency, Act of God, warlike hostilities, an Act of Parliament, regulation or direction or any strike or industrial action or epidemic (together "Force Majeure Event") which is beyond the reasonable control of the party affected, then the parties' respective rights and obligations shall be suspended and each of the parties shall be relieved of their respective obligations during the Force Majeure Event, provided always that the dates and times for the Event and Hire Period shall not be varied or extended as a result of such Force Majeure Event, except with the written agreement of both parties.

25. INCONSISTENCY

Where these Terms and Conditions and the Specific Terms are inconsistent, the terms of the Specific Terms will prevail to the extent of the inconsistency.

26. NO TENANCY RIGHTS

Nothing in this Agreement shall create any tenancy rights in respect of the Venue.

27. NO WAIVER

No waiver or any breach, or failure to enforce any provision of this Agreement at any time by either party shall in any way effect, limit or waive such party's right to enforce and compel strict compliance with the provisions of this Agreement.

28. ENTIRE AGREEMENT

This Agreement, including each document, policy or Schedule attached to this Agreement from time to time constitutes the entire Agreement, understanding and arrangement (express or implied) between the parties and supersedes all prior and contemporaneous communications and any prior agreements between the parties regarding a subject matter of this Agreement.

29. **ASSIGNMENT**

The Hirer shall not be entitled to directly or indirectly assign or otherwise dispose of (including by way of subcontract) any of its rights or interests in, or any of its obligations or liabilities under, or in connection with or arising out of this Agreement, except with the prior written consent of the Venue Operator, which consent may be withheld in the Venue Operator's absolute discretion.

30. **SEVERABILITY**

If at any time any part of this Agreement is held by a court of competent jurisdiction to be unreasonable, illegal, invalid or unenforceable for any reason whatsoever, that term will be enforced to the maximum extent permissible so as to affect the parties' intent, and the remainder of the Agreement will continue in full force and effect.

31. **RELATIONSHIP**

Nothing contained in this Agreement shall be construed as creating an employer-employee relationship, a partnership, an agency or a joint venture between the parties. Either party shall have authority to make any statements, representations or commitments or to take any action binding the other except as provided in this Agreement or as authorised in writing by the other.

32. **COSTS**

Each party shall bear its own costs relating to the negotiation and preparation of this Agreement and related documentation and any issue arising out of this Agreement.

33. **APPLICABLE LAW**

The laws of New Zealand shall govern this Agreement and both parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.

34. **CONSUMER GUARANTEES ACT**

The Hirer acknowledges that the hiring of the Venue is in terms of the Consumer Guarantees Act 1993 a supply for business purposes and as such the provisions of that Act do not apply.

35. **GOODS & SERVICES TAX**

Where the Venue Operator is obliged to account for goods and services tax ("**GST**") imposed under the Goods and Services Tax Act 1985 on any goods and services supplied under this Agreement, the Venue Operator will render a GST invoice to the Hirer and the Hirer will be obliged to pay GST in addition to the consideration for those supplies at the same time as that consideration is payable.

36. **INDEMNITIES**

36.1 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Venue Operator and the Hirer and survives termination of this Agreement. It is not necessary for the Venue Operator or the Venue Owner to incur expenses or make payment before enforcing a right of indemnity conferred by this Agreement, except that where an event occurs that may lead to the Venue Operator or Venue Owner enforcing a right of indemnity conferred by this Agreement the Venue Operator and the Venue Owner will each use its best endeavours to mitigate any damages, costs, loss or expenses incurred by them.

36.2 The Hirer unconditionally and irrevocably undertakes that each indemnity in this Agreement that has been given by the Hirer in favour of the Venue Owner under this Agreement constitute a promises that are for the benefit, and are enforceable at the suit, of the Venue Owner pursuant to the Contracts (Privacy) Act 1982. Despite this clause, this Agreement may be altered, modified or added to by agreement between the Hirer and the Venue Operator, without the consent of the Venue Owner.

37. **PERSONAL INFORMATION**

Where the Venue Operator collects any personal information in relation to the Hirer, the Hirer authorises the:

(a) Collection of such personal information,

(b) Use of such personal information for the purposes of enabling the Hirer to hire the Venue, and
(c) disclosure of the personal information to such third parties as is necessary for the purposes of enabling the Venue Operator to administer and manage the hire of the Venue by the Hirer, including but not limited to recovery of any monies owed by the Hirer or costs incurred by the Venue Operator.

38. **COVID -19**

The hirer will comply with the venue's rules and regulations under the New Zealand Covid-19 Protection Framework and work within the required regulations at the time of the event/booking. The hirer is also responsible for making sure their attendees follow these guidelines. Management can at any time spot check that the hirer is complying with these requirements.

(a) Hirers that hold events that include access to the public both ticketed and non-ticketed entertainment/sporting/markets must have a management plan to control the entry into the Complex. This must be provided to management before the start date of the booking.

(b) Hirers may request that their event/booking runs under the vaccine mandate where valid vaccine passports are required. If so, additional requirement will be required and discussed with management before the event/booking.

37.1 Cancellations under the Covid-19 Protection framework will stand as per Cancellation 17.1, 17.2. in Green and Orange. Cancellations within the Red protection Framework will be in line with the government's requirements.