

VENUE HIRE AGREEMENT

Welcome to the Exchange Christchurch (XCHC) where collaborating to present events that showcase and celebrate creativity is how we engage the wider community with our purpose – ‘cultivating a creative ecology’. It is important to us that your event meets your expectations and the expectations of the XCHC community. Our intentions in this respect are included in these Terms & Conditions of Venue Hire, which we encourage you to read carefully before signing the Venue Hire Summary Agreement.

Terms and Conditions of Venue Hire

These Terms and Conditions apply to the hire of XCHC facilities and services for the purpose of facilitating an event as described in an Event Hire Agreement Summary between XCHC and a Hirer.

1. EVENT

It is important to the XCHC community that the event is conducted in a way that enhances the reputation of XCHC as a community centre for exploring, developing and showcasing the potential of creative capacity.

1.1 The Hirer warrants that:

1.1.1 the purpose and nature of the event are properly described in the Venue Hire Agreement Summary including any event brief attached thereto;

1.1.2 the Venue Space¹ and any associated XCHC facilities² will not be used for any activity that is illegal, of an offensive nature, in breach of acceptable standards of public decency or is likely to create a nuisance prior to, during, or after the Event;

1.1.3 the level of participation in the event will not exceed the venue capacity³; and

1.1.4 any equipment supplied by the Hirer, or on their behalf, for use within the Venue Space and/or associated XCHC facilities is fit for purpose and does not present any unmitigated health and safety risks including but not limited to the provision of any electrical equipment⁴

1.2 **XCHC agrees to** use its best endeavours to assist the facilitation of the event by providing the agreed facilities and services to a high standard and in a professional and timely manner.

¹ Venue Space means the area defined as available to the Hirer in the Event Space Map in the Venue Hire Agreement Summary

² XCHC facilities means all of the property, plant and equipment situated at Wilson Road Christchurch

³ The XCHC venue capacity is 85 persons due to toilet count; additional toilets can be brought on site to increase the capacity up to 350, which is limited by the fire regulations.

⁴ All electrical equipment, including (music players, speakers, disco equipment, etc.) must be UL Certified. XCHC reserves the right to withdraw the use of this equipment should it be deemed unsafe for use.

2. FEES & CHARGES

By deciding to present your event at XCHC you are making a valuable contribution to the purpose of XCHC. Your event may be showcasing the potential of creative endeavour, which is core to our purpose; contributing income that enables the provision of low-cost creative space for our resident community; and/or supporting the development of the XCHC community. XCHC is committed to enabling and supporting its event partners by negotiating venue hire rates and arrangements that, as far as practicable, acknowledge the circumstances of the Hirer and their contribution to our purpose.

2.1 The **Venue Hire Fees** as described in the Venue Hire Summary Agreement are payable 10 days in advance of the Venue Hire Period with payment evidenced by a tax invoice/receipt issued by XCHC.

2.2 Catering and any other agreed facility or service charges not included in the Venue Hire Fees, including but not limited to the provision of bar or catering staff, event management, event security or health and safety compliance, will be payable within 10 days of the end of the Venue Hire Period subject to the provision of a tax invoice detailing the charges with appropriate supporting information.

2.3 Any **Other Costs** incurred by XCHC relating to any of the following situations are payable within 10 days of the end of the venue Hire Period subject to the provision of a tax invoice including details of the costs incurred with appropriate supporting information:

2.3.1 Repair or reinstatement of the venue facilities, plant or equipment including extra cleaning and rubbish removal that XCHC considers can be reasonably attributed to the conduct of the Event;

2.3.2 Theft of any venue equipment or effects;

2.3.3 Security call-out fees relating to the conduct of the Event

2.3.4 Fines or charges incurred relating to any breach of regulations pertaining to the conduct of the Event including but not limited to breaches of the liquor licensing regulations or exceeding the event capacity;

2.3.5 Costs related to any breach of these terms and conditions.

2.4 If the Event duration exceeds the Event Hire Period XCHC may at their discretion elect to charge the Hirer an additional fee calculated on an hourly rate equivalent of the Venue Hire Fee.

3. EVENT MANAGEMENT

XCHC is committed to ensuring that events presented within its venue spaces are successful. This means enabling and co-hosting events that are welcoming and engaging experiences that meet the expectations of the host-presenter, audience and participants and the wider XCHC community. This intention is assured by enabling the positive collaboration of the XCHC venue team and the event production and presentation team. This collaboration depends on the goodwill and cooperation of team members and positive acceptance of the following interdependent responsibilities.

3.1 **The Hirer accepts responsibility** for:

3.1.1 The accurate and timely communication of the Event information, including the information provided in the Event Hire Agreement Summary, any requirements that require the provision of XCHC services and/or the approval of XCHC, and any subsequent variations to those requirements;

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3.1.2 Arranging for, and complying with, any Event consents and/or licenses that may be required to host the Event including but not limited to the provision of any licenses for the sale of liquor and the related appointment of a suitably qualified Duty Manager;

3.1.3 Ensuring that any event marketing collateral advertising or promoting the event refers to the venue as the “XCHC”;

3.1.4 Ensuring that the conduct of the event does not unnecessarily disrupt the operations of XCHC including the effective occupancy of the XCHC Maker Space and Café-bar except as otherwise agreed as part of the Event arrangements⁵;

3.1.5 Ensuring that the event does not exclude public and/or Resident⁶ access to XCHC facilities except as otherwise agreed with XCHC;

3.1.6 Ensuring that the operation of any event activities and the behaviour of the event participants does not present any serious health and safety or security risks, breach any licensing laws, or is indecent or offensive to event participants, the XCHC community or the public;

3.1.7 Taking good care of the Venue Space and associated facilities during the setting up, operation and packing out of the event including any XCHC equipment provided for the Event and any tenant property within or proximate to the Venue Space;

3.1.8 Timely reporting to XCHC of any damage to the Venue or any XCHC or tenant equipment or property and enabling access for, and assistance with, any necessary remedial action;

3.1.9 Assisting XCHC with the preparation of the Venue Space and ensuring that the Venue Space is returned to its pre-event state within the Event Hire Period, including but not limited to:

- Removal and storage of any XCHC furniture and/or equipment not required within the Event Space and returning such furniture and/or equipment to its pre-event position.
- Ensuring that all XCHC equipment including any XCHC-hired equipment is left in good working order and returned to its proper storage space within the Venue and that all Hirer equipment is removed from the Venue;
- Removing all Venue Space presentation collateral including props, displays and decorations and repairing (filling and painting) and damage to the event wall and/or floor surfaces caused by installing any props, displays and decorations;
- Collecting, removing and properly disposing of all rubbish and waste generated by the Event;
- Returning any security access keys to XCHC.

3.2 XCHC accepts responsibility for:

3.2.1 Ensuring that any facilities or services that XCHC has agreed to provide to the Hirer are delivered professionally, in a timely manner, and to a standard that meets the expectations of the Hirer and the event participants;

⁵ The Café-Bar and Maker Space areas are defined on the Venue Space Map in the Venue Hire Summary Agreement

⁶ Resident means a person or organisation that enjoys occupancy within the XCHC maker Space

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3.2.2 Ensuring that the Venue Space is made available on time and presented in a manner that enables the Event; assisting the Hirer to set up any event equipment provided by XCHC; and generally supporting the Hirer to establish the Event;

3.2.3 Ensuring that the Hirer has appropriate entry to the Venue, including security keys, to enable the effective set up, operation and pack-out of the Event;

3.2.4 Providing the Hirer with a single point of contact for all matters relating to the provision of the Venue Space and the provision of any agreed XCHC facilities and services for the Event;

3.2.5 Where appropriate, providing the Hirer and their event management team with a pre-event briefing to introduce key XCHC team members and ensure familiarity with the Venue facilities and operations and the XCHC, Health and Safety, Security and Emergency Management (including Fire) policies and protocols;

4. HEALTH, SAFETY & SECURITY

It is clearly in the best interests of XCHC and the Hirer to do everything possible to avoid any injury to any person attending the Event and to minimise the risk of such injury by accepting a joint responsibility to co-implement effective health and safety and emergency management protocols.

4.1 XCHC and the Hirer acknowledge that they are jointly responsible for using their best endeavours to ensure the health and safety of all Event participants.

4.2. XCHC and the Hirer will appoint specific team members to be their health and safety representatives and will ensure that those people:

4.2.1 are familiar with the relevant health and safety regulations and emergency management protocols relating to the Event;

4.2.2 conduct a review of the Event activities to identify any health and safety risks; formulate appropriate risk management plans; and agree the accountability for implementing those plans;

4.2.3 prepare a brief post-event report on any Event-related health and safety incidents.

4.3 The Hirer will provide appropriate event security to ensure that event participants do not enter the XCHC Maker Space except where that space, or any part of it, is designated in the Venue Summary Agreement as part of the Venue Space.

5. REFUSAL OF ADMISSION

XCHC accepts that it has a joint reputational interest and responsibility with the Hirer for ensuring the 'good behaviour' of all Event participants. However, XCHC believes that as the Venue provider it enjoys a level of independence from the Event and is often in the best position to help 'manage' 'difficult participants' whilst acknowledging that the co-operation of the Hirer will also make this task much easier.

5.1 Notwithstanding any other provisions of these terms and conditions, XCHC may, at the sole discretion of any XCHC Team Member⁷, refuse admission of any person to the Venue, or require any person attending the Event to leave the Venue, if that XCHC Team Member reasonably believes that any person:

⁷ XCHC Team member means any person employed or contracted by XCHC or any XCHC volunteer.

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5.1.1 is affected by drugs or alcohol;

5.1.2 is behaving in an indecent or disorderly manner;

5.1.3 is offensive to any other person at the Event including any XCHC Team Member;

5.1.4 willfully damages or destroys any part of the Venue or any property or equipment within the Venue;

5.1.5 presents, in the opinion of XCHC, a risk to the safety of others or the safety or security of the Venue.

5.1.6 fails or refuses to comply with any lawful and reasonable request of a XHCH member.

5.2 XCHC will generally support and assist the Hirer in seeking the removal any person attending the Event for any of the reasons stated in clauses 6.1.1 – 6.1.5 above but XCHC also reserves the right of any XCHC Team Members, at their sole discretion, to refuse any Hirer request for the removal of any persons from the Event or the Venue.

6. SERVING ALCOHOL

XCHC and the Hirer share a public and reputational interest in ensuring that the provision of alcohol for an Event is strictly in accordance with the applicable laws and regulations and that it does not result in any behaviours that could endanger the health and safety of Event participants, the XCHC community or the public. XCHC has the capacity to provide the Hirer with a professionally managed and regulatory-compliant bar service for their Event.

6.1 In the event that XCHC agrees to provide a bar service for the Event, the Hirer will be required to reimburse XCHC for the costs of providing any Duty Manager or Certified Security services.

6.2 In the event that the Hirer intends to serve alcohol at the Event and XCHC is not engaged to provide that service, it is the responsibility of the Hirer to arrange for:

6.2.1 an appropriately qualified Duty Manager to be on-site for the duration of the Event period during which alcohol is served;

6.2.2; an XCHC-approved security organisation to provide Certified Security for the Event.

6.3 The Hirer accepts responsibility for all costs, fees and charges incurred as a result of serving alcohol at the Event and agrees to indemnify XCHC in respect of any such costs including any fines, costs or actions resulting from any breaches by the Hirer of the Licensing laws.

7. LIMITED LIABILITY

The expectation is that XCHC and the Hirer will work collaboratively to make the Event a success. However, XCHC cannot take any responsibility for event activities or outcomes that are clearly beyond its control. The Hirer is encouraged to consider the following particular limitations of liability and ensure that they have adequate measures in place (e.g. insurance cover) to ensure that any potential losses are minimised.

7.1 XCHC is not liable to the Hirer, under contract or the law or otherwise, for any indirect or consequential loss arising under or in connection with this Venue Hire Agreement. In particular XCHC is not liable for:

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7.1.1 any consequences resulting from activities planned and executed by the Hirer and/or their guests and/or event participants during the Venue Hire Period;

7.1.2 any loss or damage to any of the Hirer's property within the Venue or proximate to the XCHC site at 376 Wilsons Road, Christchurch;

7.1.3 any loss or expense that is incurred by the Hirer in the event that the Venue becomes unavailable for hire as a result of fire, flood, earthquake, failure or unavailability of venue services or any other event beyond XCHC's reasonable control.

7.2 The Hirer will indemnify XCHC, and XCHC's staff and agents against all claims, demands, losses, damages, costs and expenses arising from the Hirer's use or hire of the Venue or any breach of the terms and conditions of this Venue Hire Agreement.

7.3 The extent of XCHC liability to the Hirer under or in relation to this Venue Hire Agreement for any loss, damage, claim, or expense (whether due to XCHC's negligence or otherwise) is limited to the Venue Hire Fee.

8. CANCELLATION AND REFUND POLICY

It is important to XCHC that the Event not only meets the expectations of the Hirer but that it also supports and promotes the purpose of XCHC. Accordingly XCHC shares with the Hirer an ongoing interest beyond the signing of this hire agreement in the nature and staging of the Event.

8.1 Provided the Venue Hire Agreement Summary has been signed by XCHC and the Hirer the Hirer is committed to hire the Venue Space including any facilities or services as described in the Venue Hire Agreement Summary.

8.2 If the Hirer cancels the Event, XCHC reserves the right to charge the Hirer with the following Cancellation Fees:

8.2.1 25% of the total Venue Hire Fees if cancelled within 10 business days of the event;

8.2.2 50% of the total Venue Hire Fees if cancelled within 7 days of the event

8.3 XCHC reserves the right to cancel any Event at any time if they consider in their absolute discretion that the nature of the Event or the staging of the Event including the management and/or control of the Event:

8.3.1 will or might, contravene any statute, order, regulation, bylaw, rule of law or any other requirements of a public or local authority, or otherwise be in breach of these terms and conditions or reasonable standards of public decency; or

8.3.2 is inconsistent or unaligned in with the published purpose and/or ambition of XCHC or is in conflict with any XCHC project, activity or undertaking.

8.3.2 the behaviour of the guests or attendees of the Event is such that could present danger or cause injury to any person or material damage to any property, including the Venue itself.

8.4 If XCHC cancels the Event:

8.4.1 for any of the reasons in 8.3 above, XCHC may retain all or part of any Event Hire Fees paid by the Hirer;

8.4.2 due to the unavailability of the Venue as described in 8.1.3 above, any Event Hire Fees paid by the Hirer will be fully refunded to the Hirer.

9. GENERAL

9.1 As XCHC is a community venue, we kindly ask that you promote XCHC and its website xchc.co.nz and support its events through your networks.

9.2 XCHC reserves the right to add to or change these Terms & Conditions and Hire Fees at any time at their discretion.