

# TERMS AND CONDITIONS FOR VENUE HIRE

## OUR RESPONSIBILITIES

We are a fully serviced function venue. Subject to the terms of this Agreement, we will provide to you the selected venue/room, between the stated start and finish times, together with the agreed catering, beverages, staffing and equipment as indicated on the Contract.

## CONTRACT PRICE AND EXPENDITURE

Fees and prices will be as outlined in the confirmation agreement. Any subsequent requests for goods or services will be added to your final invoice, with full payment due no later than 7 days after the booking.

## YOUR RESPONSIBILITIES

To ensure the venue is respected, the hirer is responsible for:

- » The behaviour of the guests at all times,
- » Ensuring the safety of the guests and ensuring the hirer's guests conduct themselves so as not to expose themselves to risk of harm.
- » Ensuring the venue facilities and equipment are not left abused or in a damaged condition.
- » Ensuring the function (and any packing down that must be done) finishes within the designated venue hire period and that any decorations and hire equipment are removed at the conclusion of the function.
- » Any damage to the venue property incurred during the hire period is to the cost of the hirer.
- » Any lost, broken or missing equipment will be charged at a replacement cost and is to the cost of the hirer.

## HEALTH AND SAFETY

Under the Health and Safety regulations we are required to exercise our obligations to keep others and ourselves safe from harm. Prior to and /or on arrival our staff will provide our Health and Safety induction brief. As the person organising this event, for your company YOU are the person responsible for ensuring your onsite representatives (and any sub-contractors) are also made aware of these obligations. Your main contact person on premise, is then responsible for ensuring all your guests/delegates are aware of the Health & Safety Policy, hazards and evacuation processes. We may end your function before the function end time in the case of an emergency, or if there is a case of serious disorder, or where you materially breach any of your obligations under this agreement.

## YOU MAY PROVIDE CERTAIN EQUIPMENT AND MATERIALS

You will be responsible for the delivery, collection, safety, insurance of, any damage or loss caused by any equipment, materials or facilities you bring to The Venue. You will not bring into The Venue or permit or allow to be brought into The Venue, dangerous or hazardous substances, or objects of such weight that may cause overloading or strain to the flooring or walls of The Venue. Nor may you add to, alter, or attach equipment, fixtures or fittings to The Venue (including stands and other structures) without prior written consent. Use of smoke or dry ice machines are prohibited unless previously arranged.

## SUPPLY OF LIQUOR

The Venue has a liquor license and licensed bar staff. Intoxicated people are not permitted on the licensed premises. It is an offence to allow persons to become intoxicated at our venue. It is also an offence to serve an intoxicated person. Accordingly, intoxicated people will be asked to leave. A current NZ driver's license, a passport, or Hospitality NZ 18+ card are the only types of ID that we can accept. If a patron looks under 25, they may need to provide proof of age. Food, low and non-alcohol drinks and free drinking water are available at all times.

## DISRUPTIVE OR INTOXICATED PERSONS

We may require any persons who are intoxicated, violent, quarrelsome, insulting or disorderly (or persons who are likely to become so), or any persons causing a nuisance to other persons at The Venue, to leave the premises.

## FEE'S AND PAYMENT

We reserve the right to request a deposit and/or a refundable bond at our complete discretion. Full payment of the total venue and equipment hire charge is required at least seven (7) days prior the event. We reserve the right to charge an administration fee on all accounts which are not settled and require attention. Payment is currently accepted by cash or bank deposit (details provided on request).

## BOOKING CONFIRMATION

No booking is confirmed until we notify you in writing that we have received and signed the **thehub** Hire Agreement. Until such time as a booking is confirmed, the venue will be available for hire by third parties during the Hire Period (or part thereof). In the event that a third party wishes to hire the venue during the hire period (or part thereof) before your booking has been confirmed, we will use reasonable endeavours to contact you to request that you provide us with a signed copy of the **thehub** Hire Agreement.

## CANCELLATION

All cancellations must be received in writing and the following terms are applicable;

- » Between 7 and 14 days' notice; you may be required to pay a cancellation fee of 25% of the total venue and equipment hire charge.

- » Less than 7 days' notice; you will be required to pay 25% of the total venue and equipment hire charge.
- » We, at our discretion may waive part of the cancellation fee if the venue is rebooked.
- » Catering charges may also be payable, subject to the terms and conditions agreed with the caterer.

## CANCELLATION AND TERMINATION BY US

We may cancel your booking and thereby terminate this agreement at any time when incidents occur which are deemed outside our control and effect the venues ability to provide the services for which it was contracted to. Any deposits paid will be refunded to you. However, should we cancel or stop the event for any of the following reasons, no deposits will be refunded. If you, your guests or any other persons permitted entry into The Venue by you or someone on your behalf do not comply with any of the conditions, requirements or restrictions referred to in this contract. If you materially breach this agreement

## CANCELLATION AND TERMINATION BY YOU

If for any reason other than due to the default of our company, any expenses and fees incurred by us will be properly chargeable. Tentative bookings not confirmed in writing within 10 days of the initial enquiry, may be released at our discretion.

## YOUR LIABILITY

You will be liable for all liabilities, losses and costs which we may incur directly or indirectly as a result of a breach by you of this agreement, your actions or equipment or the actions or equipment of any of your guests or any persons permitted entry into the venue by you or someone on your behalf, including the death of or injury to any person and the damage to any property (including property owned by the venue). To the maximum extent permitted by law, we will not be liable to you or your guests or any other persons permitted entry into the venue by you or by someone on your behalf, for any loss, cost, injury or damage suffered or incurred by you or such other person in connection with or arising out of:

- » Any act, omission, error, default or delay by our employees, agents or subcontractors.
- » Any cause beyond our reasonable control or
- » Any act or omission by you or any other third party; except to the extent that such loss, cost, injury or damage is caused by our negligence or wilful default. Without limitation, this includes any loss or damage to property brought into or left at the venue prior to, during or after your function and any loss or damage arising out of the catering services or your equipment (or the equipment of your guests or any other persons permitted entry into The Venue by you or someone on your behalf, whether the damage or loss is suffered before during or after your function.

## PRIVACY ACT 1993

You authorise us to make credit references and other enquiries as may be required for the purpose of this Agreement and you authorise any person to disclose to us any personal information for that purpose. You also authorise us to disclose personal information about you to anyone that we may appoint, to collect an outstanding debt.

## FORCE MAJEURE

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, storm or other event beyond the control of either party.