

Version Date: November 2024

ACCEPTANCE of EVANZ Venue Hire General Terms and Conditions

By signing this document we accept and agree that these EVANZ Venue Hire General Terms & Conditions as amended from time to time, will apply to the Hirer's hire of the Venue.

Hirer: _____ **Venue:** _____

Dated: / /

Dated: / /

Signature of the Hirer : (authorised officer)	Signature for Venue Operator : (authorised officer)
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Print Name :	Print Name :
& Position Held:	& Position Held:

EVANZ 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 EVANZ Venue Hire Booking Policy (if applicable), Venue Hire Agreement, including the Specific Terms, these General 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;

“Artist” means, if applicable, each and any of the Artist(s) named in the Specific Terms;

“**Bond**” means the bond payment (if any) detailed in the Specific Terms required by the Venue Operator in terms of clauses 6.1-6.3 of the General 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;

“Estimated Services Fee” 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;

“EVANZ” means the Entertainment Venues Association of New Zealand Incorporated;

“EVANZ Venue Hire booking policy” means the current venue hire booking policy as standardised by EVANZ from time to time;

“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; and includes:

- (a) those persons for whom the Hirer is responsible, being, by way of example only the Hirer's Representatives, any Artists, employees, agents, volunteers, contractors, exhibitors, promoters, invitees, Patrons, performers, participants; and
- (b) the Hirer's successors and assigns.

"Information Bond" means the payment (if any) specified in the Specific Terms required by the Venue Operator in terms of clause 6.4 of the General Terms and Conditions;

"Intellectual Property Rights" means any and all trademarks, service marks, trade or business names, domain names, rights in get-up, rights in goodwill or to sue for passing-off, unfair competition rights, copyright (including rights in software), performers' rights, database rights, design rights, patents, rights in confidential information and any other intellectual property rights whatsoever, in each case whether registered or unregistered and including all applications (and rights to apply) for protection of such rights and all similar or equivalent insights or forms of protection which new, or in the future, Subcontract in any jurisdiction;

"Major Event" means an event which the Governor General by order in Council on the recommendation of the Economic Development Minister (after consultation with the Commerce Minister and the Sports Minister), declares to be a Major Event in accordance with the powers contained in Section 7 of the Major Events Management Act 2007;

"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;

"Significant Event" means an event determined by the Venue Operator in its sole discretion as significant and will be based on such criteria as determined by the Venue Operator, including but not limited to importance to the city, value, economic impact, reputation or attendance;

"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;

"Run on Rate" means the rate per hour set out in the Specific Terms that is payable by the Hirer in addition to the Venue Hire Fee if the Venue or any Areas are accessed or used outside of the Hire Period pursuant to clause 7.1(d);

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

"Ticketing Code" means the EVANZ Ticketing Code of Practice comprising the Consumer Code and the Industry Code available at www.evanz.co.nz;

"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; and

“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:** The Hirer warrants and agrees that the Event is accurately described in the Venue Hire Agreement and has been accurately described to the Venue Operator during any pre-contractual correspondence and negotiations. Should the Hirer wish to change any details about the Event, this will be subject to the Venue Operator's prior consent and the Venue Operator may impose further charges, terms, and/or conditions before accepting any proposed changes.
- 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:** Without limiting clause 2.1 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 then the Hirer must disclose this to the Venue Operator as soon as practicable after becoming aware of this, in which case clause 17.2(b) may apply.

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. 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 standard booking policy for the Venue will apply. Where there is no standard booking policy for the Venue the current EVANZ Venue booking policy will apply.
- 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 will be included in the Services Fee, to be paid in addition to the Venue Hire Fee.
- 4.2 **Payment:** The Hirer will pay the Venue Operator the Venue Hire Fee for the hire of the Venue.
- 4.3 **Balance:** The balance of the Venue Hire Fee is to be paid by the Hirer in accordance with the Payment Schedule, or where there is no Payment Schedule or payment dates are not specified, the Hirer will pay the balance of the Venue Hire Fee 10 days prior to commencement of the Hire Period.
- 4.4 **Discount for provision of information:** Where applicable a discount on the Venue Hire Fee is available to the Hirer in the amount set out in the Specific Terms for the timely provision of the information listed in clause 10.1 and any additional information listed in the Specific Terms and Conditions. If the information is submitted to the Venue Operator by the due date set out in the Specific Terms in a full and accurate form and to the standard required by the Venue Operator, then the discount will be applied to the Balance of the Venue Hire Fee as set out in the Specific Conditions. If the information is not submitted by the due date (time being of the essence) or is incomplete or otherwise unacceptable to the Venue Operator, then the discount will not be available to the Hirer.

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. Where there is no Payment Schedule, then the Hirer will pay an Estimated Services Fee 7 days prior to the Commencement Date for the Hire Period. As soon as practicable after the End Date for the Hire Period, the Venue Operator will provide you with a tax invoice for the actual Services Fee. Where the amount of the Services Fee is greater than the Estimated Services Fee, the Hirer will pay the balance to the Vendor Operator within 10 Working Days of date of invoice. Where the Services Fee is less than the Estimated Services Fee a refund of the difference will be paid as soon as practicable after the End Date of the Hire Period.

6. BONDS

- 6.1 **General 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 Specific Terms.
- 6.2 **Use of General Bond:** 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 without limiting the Venue Operator's rights under the Venue Hire Agreement or at law, and without limiting the Hirer's obligations under the Venue Hire Agreement, 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 General Bond:** 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 General Bond to the Hirer.
- 6.4 **Information Bond:** The Venue Operator may require an Information Bond to be paid to ensure the due and proper performance by the Hirer of its obligations under clause 10.1. This Information Bond is in addition to any other fees or charges payable under this Agreement. The Information 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 clause 10.1, the Information Bond will be forfeited without limiting the Venue Operator's rights under the Venue Hire Agreement or at law.

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 continue to occupy the Venue after the End Date of the Hire Period at the Run on Rate, whether or not it has obtained the Venue Operator's consent and without prejudice to the Venue Operator's other rights under this Agreement or at law, together with any other Services Fee or Other Charges that it incurs during this period. During the run on period, the Hirer will otherwise continue to occupy the Venue and/or common areas on the terms of this Agreement.; and
 - (e) Costs, expenses or losses incurred by the Venue Operator as a result of a breach or nonobservance of these Terms and Conditions by the Hirer, its employees, contractors, agents or invitees.

- 7.2 **Change:** Without limiting clause 2.1 if the Hirer wishes to add to or change 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.
- 7.4 **Additional Security Staff or measures:** The Venue Operator may require the Hirer to use additional security staff or security measures for the Event where any unexpected or heightened risks are identified or perceived by the Venue Operator (acting reasonably). The cost of all such additional security staff or measures shall be met by the Hirer.

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 in which case clause 17.1 will apply as if the Hirer had cancelled the Event. This is based on a genuine pre-estimate of loss to the Venue Operator as the Venue Operator may not be able to replace the Hirer's booking at the same or any other price and Services may have already been arranged.
- 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:** Without limiting clause 8.1 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:** Without limiting clause 2.1 the Hirer may only use the Venue to stage the Event as described in the Venue Hire Agreement or to the Venue Operator 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 reject 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 to the fullest extent permitted by law 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 the Hirer will provide the Venue Operator with copies of these documents pursuant to clause 10.1(h). 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. The Hirer will obtain and comply with the terms of any licences from APRA/AMCOS or One Music NZ (or any successor organisations) which are necessary or required for the Event and will pay all fees, royalties or other payments due to those organisations. The Hirer will provide to the Operator copies of such licences if requested by the Operator. The Hirer will indemnify the Operator if the Operator suffers losses as a result of the Hirer or any person for whom the Hirer is responsible breaching the terms of this clause.

- 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 Event and 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 required of the Hirer to comply with the requirements of and preserve the continuity of all licenses held in relation to the Venue. Without limiting the scope of this clause the Hirer shall:
- (a) comply with the fire safety evacuation scheme for the Venue;
 - (b) comply with the Health & Safety at Work Act 2015 and any regulations made under it and any policies of the Operator related to Health and Safety;
 - (c) obtain as necessary and comply with any resource consent(s) required or issued for the Event;
 - (d) obtain as necessary and comply with any building consent(s) required in relation to the Event;
 - (e) comply with the District Plan guidelines for noise during the Event and any noise restrictions which apply to the Venue;
 - (f) comply with any relevant hygiene and care requirements where animals are involved in the Event;
 - (g) comply with copyright laws; and
 - (h) comply with the terms of the Ticketing Code.

The Hirer is liable for all costs and expenses of complying with this clause 9.

- 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 shall not 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, invitees, contractors or agents bring to or into the Venue any firearms, explosives, flammable liquids or other hazardous or dangerous substances (including dry ice, smoke machines, fireworks or pyrotechnics) which may cause damage or pose a health and safety risk, 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 to the fullest extent permitted by law in respect of any liability or expense it incurs as a result of any damage;
 - (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.
 - (d) **Gang Insignia:** Neither the Hirer nor any of its employees, invitees, contractors or agents wear or display any gang insignia at any time at the venue.

The Hirer must strictly adhere to and enforce the requirements set out in this clause 9.6 and where necessary may be required to use additional security staff to adhere to these requirements. Pursuant to clause 7.4, the cost of the additional security staff shall be met by the Hirer.

- 9.7 **No Smoking:** The Venue is a strictly 'no smoking' Venue (including electronic cigarettes or any other artificial cigarettes or smoking devices) 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 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:

- (a) must not bring or permit any electrical devices to be brought into the Venue unless suitable evidence is first provided to the Venue Operator that such device has been inspected by a suitably qualified electrician or trained person and 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 at the Hirer's cost. Any equipment not tagged as being tested is not permitted at the Venue;
- (b) will be liable for any costs or damages that arise out of the use of electrical devices or any electrical installation or connection that has not been approved and inspected in accordance with this Agreement, and to the fullest extent permitted by law the Hirer will indemnify both the Venue Operator and the Venue Owner in respect of any liability or expense either incurs as a result of the Hirer failing to comply with this clause 9.8.

9.9 Temporary Structures: The Hirer 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.

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.

10. INFORMATION REQUIRED FROM HIRER AND CONSEQUENCES OF NON-SUPPLY

10.1 Information Requirements: Unless agreed otherwise in the Specific Terms the Hirer will no later than 10 Working Days prior to the commencement of the Hire Period provide to the Venue Operator in writing, and to the level and detail required by the Venue Operator, the Event and Venue set up requirements and responsibilities requested for the Event, based at a minimum on the following information:

- (a) the Hirer's health and safety plan for the Event and any other information required by the Venue Operator under clause 16.3(c);
- (b) Venue layout ;
- (c) Event programme/timetable including all breaks/meals requirements (noting that the Venue Operator has the right to play a pre-recorded emergency and evacuation audio message prior to commencement of the Event and may require or play other health and safety announcements as considers necessary for the Event or the Venue from time to time (acting reasonably));
- (d) equipment and technical requirements including tech riders and any requirement for a back line;
- (e) equipment being brought to the Venue, subject to clauses 9.6(a) and 9.8;
- (f) food and beverage requirements including all riders and catering requirements of any kind;
- (g) all requirements as to the Services to be provided by the Venue Operator;
- (h) a copy of all licenses, permits and consents required for the Event (see clause 9.3); and

- (i) proof of public liability cover and evidence that all premiums due are fully paid as required by clause 19 –

provided that all such matters remain conditional upon the Hirer's requests and information being acceptable to the Venue Operator in all respects at its sole discretion.

- 10.2 **Consequences of Information not being supplied:** The Hirer will not be permitted to access the Venue during the Hire Period until such time as clause 10.1 has been complied with to the Venue Operator's satisfaction in all respects, time being of the essence. Additionally, clauses 4.4, 6.4, and clause 17.2 may apply. Without limiting any other rights it may have under this Agreement the Venue Operator may charge the Hirer additional costs if additional or further administrative time or other arrangements are incurred due to the Hirer's failure to comply with clause 10.1.
- 10.3 **Advance Deliveries:** Without limiting clause 9.6(a) 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 before the Hire Period between the Venue Operator and the Hirer (for which purpose the Hirer must notify the Venue Operator in writing of any hazardous or dangerous goods or equipment that may form part of an advance delivery shipment). Acceptance and/or storage of advance deliveries is at the Venue Operator's discretion and subject to fees and availability.
- 10.4 **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 to the fullest extent permitted by law the Venue Owner and the Venue Operator have no liability for loss or damage to any equipment or supplies, before, during or 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.
- 10.5 **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. The Venue Operator may dispose of any equipment and supplies that have not been removed within a reasonable time after the Hire Period (provided that the Venue Operator has given reasonable written notice to the Hirer to remove such equipment and supplies) and apply any proceeds to discharge the costs of disposal and/ or any money owing to the Venue Operator. The Venue Operator accepts no responsibility for equipment left in the Venue by the Hirer.

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 the Venue Operator's nominated ticketing company, at the Hirer's cost.
- 12.2 **Ticket sales:** Tickets to the Event will not go on sale until the Venue Operator has received the Venue Hire Agreement signed by the Hirer together with the Confirmation Fee and Bond (if any).
- 12.3 **Refund Policy:** For the avoidance of doubt, the ticketing company will be the agent of the Hirer. The Hirer must have a clear, legally compliant refund policy where an Event is cancelled and this policy must be clearly communicated to both the Venue Operator and purchasers of tickets for the Event.

The refund policy must comply with the Ticketing Code, including informing consumers about refund options, the steps to request a refund, and any associated deadlines. Refund requests should be processed within a reasonable timeframe, complying with the timeframes for offering refunds under section 23 of the Ticketing Code.

- 12.4 **Ticketing Agent Authorisation:** 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 before settlement any amounts that the Venue Operator advises the ticketing company as being payable by the Hirer to the Venue Operator under this Agreement. For the avoidance of doubt any amounts payable by the Hirer to the Venue Operator and not covered by proceeds of ticket sales remain payable by the Hirer in accordance with this Agreement.

13. CATERING (FOOD AND BEVERAGE)

- 13.1 **No Food or Beverage:** The Hirer must not bring any food or drink into the Venue and must not remove any food or drink from the Venue except where prior arrangements have been made with the Venue Operator. In any event the Venue Operator will not be liable in relation to any food once it has been removed from the Venue.
- 13.2 **Venue Caterer:** If the Hirer wishes to serve any food or drink then the Hirer must use one of the caterers nominated by the Venue Operator for all the Event catering at the Venue, unless the parties agree otherwise in writing or where the Venue Operator does not nominate any caterer.
- 13.3 **Other Approved Caterer:** The Hirer may use an alternative caterer for the Event, but only with the prior written approval of the Venue Operator (which approval may be given or refused in the Venue Operator's absolute discretion and may be subject to conditions).
- 13.4 **Special Dietary Needs:** The Hirer must as soon as possible, but in any case at least 3 days prior to the Event, provide the caterer with any specific dietary requirements (including any allergies) for guests attending an Event.
- 13.5 **Numbers:** The Hirer may amend catering numbers at any time in accordance with the Specific Terms. If no timeframe is stated in the Specific Terms then the Hirer may amend catering numbers up to 3 Working Days prior to the Event. After this time catering numbers become final numbers and will determine the minimum catering charge payable by the Hirer should the actual number be lower than final numbers advised.
- 13.6 **Alcohol:** If alcohol is supplied or sold during the Event, the Hirer must comply with all conditions and requirements of any applicable liquor licence and obtain any additional licenses that may be required for the Event. The Venue Operator may close any bar and/or cease any supply of alcohol if it considers that a breach of the Sale and Supply of Alcohol Act 2012 or any other legislation, regulation, licence, permit or consent is likely or it is otherwise concerned as to the safety of any person or the security of the Venue or any other property without any liability arising to the Hirer or any person claiming through the Hirer.

14. STAFF/PERSONNEL

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:** Subject to clause 15.3 the Hirer will be responsible for all aspects of promotion of the Event, unless agreed otherwise.
- 15.2 **Advertising Material:** All advertising and promotional material must comply with section 17 of the Ticketing Code, including:
- (a) Any changes to main attraction(s) or performer(s), temporary or permanent, must be communicated to consumers, especially at the Event. Promoters need not notify Consumers of temporary substitutions online but must advertise permanent changes;
 - (b) Support act(s) or performer(s), where known, should be disclosed to consumers, with changes or finalisations updated prior to the Event;

- (c) The promoter's identity, where possible, should be accessible for ticket verification and complaints;
- (d) Venue configuration variations must be disclosed in advertising if significantly different from the norm;
- (e) Any restricted viewing limitations must be clear before ticket purchase; and
- (f) Authorised Sellers and advance booking options should be identified.

15.3 **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, Event description, use of the Venue name and logo and contact details and the overall look and feel. Materials may not be published or released without the prior approval of the Venue Operator.

15.4 **Preferred Suppliers and Sponsors:** The Venue may have arrangements with preferred suppliers and sponsors, including but not limited to exclusive goods or services arrangements and/or naming rights to 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 proposed suppliers or proposed sponsors for the Event ("Event Sponsors") and obtain the written consent of the Venue Operator to such Event Sponsors, such consent being at the sole discretion of the Venue Operator. 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 Operator's health and safety policies and procedures for the Venue as advised to the Hirer from time to time and the requirements of the Health and Safety at Work Act 2015 (and any amendments). In particular, the Hirer will:

- (a) not obstruct or interfere with any Venue signage, wayfinding signage, walk ways, entrances, exits, or common areas; and
- (b) not park any vehicle or moving plant in any place including any car parking area forming part of the common areas other than those designated by the Venue Operator (if any). If the Venue Operator becomes aware of any vehicle or moving plant parked in breach of this sub clause it may immediately and without notice have the vehicle towed away or the moving plant removed and the cost of removal and recovery will be paid by the Hirer; and
- (c) be prepared for an emergency evacuation, evacuate the Venue if there is a fire or other emergency and direct all persons to the assembly area, keep fire and emergency exit doors clear from obstruction at all times, provide first aid facilities during the Hire Period, and provide a cell phone for emergency purposes.

16.2 **Notification:** The Hirer will immediately notify the Venue Operator of any risk or hazards which the Hirer observes or becomes aware of at the Venue and/or any near miss, notifiable event, incident, injury, illness, or accident it becomes aware of at the Venue whether or not the same involves any equipment or any of the Venue Operator's employees. The Hirer will provide the Venue Operator with such assistance as may be necessary to conduct any health and safety review or investigation.

16.3 **Hirer Responsibility:** The Hirer will:

- (a) consult, cooperate and coordinate activities and facilitate engagement with the Venue Operator and any other persons (including without limitation all other hirers, users, suppliers, service providers, and contractors to the Venue) to the extent that the parties have overlapping duties in relation to health and safety, including in relation to ticket holders and invitees to the Venue; and
- (b) ensure that during the Hire Period it, and 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:

- i. the Venue Operator's "house rules" and policies and procedures regarding health and safety and building security and access, including but not limited to evacuation procedures, maximum number of persons at the Venue, no smoking policy, etc; and
- ii. all of the Venue Operator's directions; and
- (c) without limiting anything else in this clause 16 or in clause 10.1(a), provide its health and safety policy and a detailed health and safety plan for the Event (including all Event risk assessments) that is acceptable to the Venue Operator in all respects as soon as possible after this Agreement is signed and in any event no later than 10 Working Days prior to the commencement of the Hire Period. The Hirer will not be permitted to access the Venue during the Hire Period until such time as this clause 16.3(c) has been complied with to the Venue Operator's satisfaction and clause 17.2(a) may apply.

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.

17.2 **Cancellation by Venue Operator:** The Venue Operator may cancel the Hirer's booking and terminate this Venue Hire Agreement by immediate notice in writing to the Hirer if-

- (a) the Hirer has not complied with clause 10.1; or
- (b) the Hirer has not complied with either clause 2.1 or 2.3, or new information about the Event supplied to the Venue Operator is not acceptable to the Venue Operator; or
- (c) 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; or
- (d) the Venue Operator 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; or
- (e) the Hirer fails to pay any sum of money payable to the Venue Operator pursuant to this Agreement, on the due date for payment; or
- (f) 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; or
- (g) 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; or

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

and in these circumstances clause 17.1 will apply as if the Hirer had cancelled the Event, and 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 17.2. 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.

- 17.4 The Venue Operator reserves the right at its discretion to cancel the Event or to move the Event to an alternative location should the Venue Operator require the Venue (or any part of it) for a Major Event or a Significant Event. The Venue Operator will use its reasonable commercial endeavours to relocate the Event to a suitable alternative venue owned or managed by the Venue Operator (as determined by the Venue Operator acting reasonably) or with the agreement of the Hirer, may transfer the Event to an alternate suitable date. Where this clause 17 applies, no compensation is payable by the Venue Operator, but any payments made on account of the Venue Hire Fee or Service Charges shall be either:

- (a) applied by the Venue Operator towards the cost of an alternative location as arranged for the Event; or
- (b) refunded to the Hirer if the Event is cancelled.

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 prorated in accordance with the reduced Hire Period.

19. INSURANCE

- 19.1 **Public Liability Insurance:** The Hirer must 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.
- 19.2 **Policy:** The public liability policy will be with an insurer acceptable to the Venue Operator and on terms acceptable to the Venue Operator and shall have a minimum policy limit of \$5,000,000 (five million dollars) for any one occurrence but be unlimited in aggregate unless agreed otherwise and specified in the Specific Terms. The Hirer will upon request provide the Venue Operator with proof of public liability cover and evidence that all premiums due are fully paid.

20. GUARANTEE

In consideration of the Venue Operator hiring the Venue to the Hirer for the Event on the terms of this 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.

21. LIABILITY AND INDEMNITY

- 21.1 **Indemnity:** To the fullest extent permitted by law 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 legal fees on a solicitor and client basis) however arising out of any breach of the Hirer's obligations under this Agreement or the termination of this Agreement, including without limitation any claim, loss or damage caused or contributed to by the Hirer or any of its employees, contractors, performers, invitees, or agents to the Venue or any property or facilities located or stored in the Venue, including the Areas.
- 21.2 **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.

- 21.3 **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.
- 21.4 Despite anything else contained in this Agreement, the extent of the Venue Operator's and the Venue Owner's total aggregate liability to the Hirer under this Agreement for any loss, damage, claim, or expense (whether due to the Venue Operator's negligence or otherwise) is limited to the amount of the Venue Hire Fee.

22. INTELLECTUAL PROPERTY RIGHTS

- 22.1 The Hirer, and any person for whom the Hirer is responsible, will not use (or authorise the use of) the Venue Operator's Intellectual Property Rights except in accordance with this Agreement. The Operator will not, use (or authorise the use of) any Hirer or Artist Intellectual Property Rights other than as set out in in this clause 22.
- 22.2 The Venue Operator hereby authorises the Hirer and any person for whom the Hirer is responsible to use its Intellectual Property Rights as necessary for the promotion, marketing, delivery and operation of the Event. The Hirer will not use the Venue Operator's Intellectual Property except as approved by the Operator (acting reasonably) and in accordance with any brand guidelines provided to the Hirer by the Venue Operator.
- 22.3 Without prejudice to any use in accordance with this clause 22, neither party acquires any right, title or interest in or to the Intellectual Property Rights of the other party or any Artist (if applicable) as a result of using such Intellectual Property Rights whether pursuant to this Agreement or otherwise.
- 22.4 If applicable, the Hirer hereby grants to the Venue Operator the right to use the Artist's Intellectual Property Rights as necessary for the Venue Operator to do the following using collateral provided by the Hirer:
- (a) support the Hirer's marketing of the Event (through email banners, the Venue Operator's website and the Venue Operator's social media channels and accounts); and
 - (b) assist with the ticketing of the Event, including, as necessary, the right to sublicense those rights to the relevant ticketing agent for the purposes of ticketing the Event, and the Hirer warrants it is authorised to grant such rights to the Operator.

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, 5 Working Days after posting;
 - (c) Where served by facsimile or email, upon confirmation of the facsimile being successfully transmitted by the sender, or the email leaving the information system of the sender provided that no error or delay message is received by the sender in relation to that email, as the case may be.

24. FORCE MAJEURE

- 24.1 If the Venue Operator is unable to perform or discharge its 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 Venue Operator, then the Venue Operator's rights and obligations shall be suspended and the Venue Operator shall be relieved of its 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.

24.2 The Venue Operator will use reasonable endeavours to remove or mitigate any Force Majeure Event at the earliest possible time. If the Event cannot be held on the agreed Event date at the Venue because of a Force Majeure Event, then the Hirer may elect to either postpone or cancel the Event, in which case the following will apply:

- (a) If the Event can be rescheduled to a date when the Force Majeure Event no longer applies (but at all times subject to availability of the Venue), then the Venue Operator will retain all money received from the Hirer under this Agreement up to the date of the postponement, and will apply such money towards the Venue Hire Fee and Service Fee including those contemplated by clause 24.2(b)(ii) below, as applicable, for the postponed Event; or
- (b) If the Event is cancelled for any reason (including lack of availability of the Venue) then:
 - (i) The Venue Operator will, subject to receiving payment of the third-party costs under clause 24.2(b)(ii), refund all Venue Hire Fees paid to the Operator as at the date of termination; and
 - (ii) The Hirer will be liable for, and must pay to the Operator on demand, any third party costs or invoices that the Operator has incurred in carrying out its obligations under this Agreement up to the date of cancellation, including, but not limited to, any catering, security, or audio visual charges.

25. INCONSISTENCY

Where these General 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

Subject to clause 2.1, 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. 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.

35. INDEMNITIES AND EXCLUSIONS

35.1 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.

35.2 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 and Commercial Law Act 2017. 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.

35.3 Despite anything else contained in this Agreement:

- (a) the Venue Operator does not warrant or represent that the Venue is suitable for the Event or the Hirer's specific purposes in holding the Event, and the Hirer acknowledges that he/she/it has relied on his/her/its own enquiries and judgement in selecting the Venue and the Services and entering into this Agreement;
- (b) the parties agree and acknowledge that they are both in trade, and the goods and services supplied by the Venue Operator and acquired by the Hirer under this Agreement are supplied or acquired in trade, and that the provisions of the Consumer Guarantees Act 1993 will not apply to this Agreement;
- (c) unless this Agreement expressly provides otherwise, to the fullest extent permissible by law all warranties, conditions or other terms implied by law are excluded; and
- (d) for the purposes of this clause 35.3 the Hirer acknowledges that the Hirer had a reasonable opportunity to review this Agreement, discuss it with the Venue Operator, and receive advice from the Hirer's legal advisor, if the Hirer wished to do so.

36. 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; and

- (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.

