

REGULAR VENUE BOOKING GENERAL TERMS AND CONDITIONS

Please ensure you have fully read and understood the following Terms & Conditions.
These are your responsibilities as the Hirer when booking a Christchurch City Council Recreation and Sport space.

By confirming your booking you agree to adhere to these terms and conditions as follows:

1. DEFINITIONS/INTERPRETATION

1.1 Unless the context otherwise requires:

“Activity” means the Activity for which the Venue is hired as described in the Specific Terms;

“Agreement” means the Recreation and Sport Venue Booking Policy (if applicable) and the Venue Hire Agreement between the Council and the Hirer, 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 Council in terms of clause 7.0 of the Terms and Conditions;

“Council” means the Christchurch City Council being the legal owner and operator of the Venue and also referred to as “we” and “us” in these Terms and Conditions;

“Estimated Services Fee” means the fee for Services to be provided estimated in the Services Schedule or communicated otherwise (including via email or telephone) by the Council, pending determination of the actual Services Fee following completion of the Activity;

“Hire Period” means that period during which the Hirer will hire the Venue as specified in the Specific Terms;

“Hirer” means the person named as Hirer in the 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 Agreement;

“Recreation and Sport Venue Booking Policy” means the current Christchurch City Council venue hire booking policy as updated from time to time;

“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 8.1.4;

“Services” includes services (if any) to be provided by the Council 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 Agreement;

“Specific Terms” means that part of the Agreement referred to as “Specific Terms” setting out the terms for each hire of the Venue for an Activity and will include the Payment Schedule and the Services Schedule (if any);

“Terms and Conditions” means these General Terms and Conditions;

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

“Venue Hire Fee” means the fee to be paid by the Hirer to hire the Venue as detailed in the Specific Terms;

“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 in Christchurch.

2. THE ACTIVITY AND HIRE OF THE VENUE

2.1 Activity Description: The Hirer warrants and agrees that the Activity is accurately described in the Agreement and has been accurately described to the Council during any pre-contractual correspondence and negotiations. Should the Hirer wish to change any details about the Activity, this will be subject to the Council’s prior consent and the Council may impose further charges, terms, and/or conditions before accepting any proposed changes.

2.2 Hire of Venue: The Council agrees to allow the Hirer to use the Venue for the Activity 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 10). If there is any likelihood of objectionable content of any kind then the Hirer must disclose this to the Council as soon as practicable after becoming aware of this, in which case clause 16.2.2 may apply.

3. BOOKING CONFIRMATION AND POLICY

- 3.1 Confirmation:** No booking for hire of the Venue is confirmed until the Hirer has received the booking confirmation and the Hirer has paid a deposit, if any. 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 Recreation and Sport Venue Booking Policy will apply.

4. DEPOSIT

- 4.1 Deposit may be required:** On entering into this Agreement, the Hirer may be required to pay a specified sum as a deposit ("Deposit"). The Council staff member taking the Hirer's booking will advise if a deposit is required and the amount.
- 4.2 Payment of deposit:** The Hirer must pay the Deposit specified at the time and in the manner specified by the Council staff member making the booking.
- 4.3 Part payment:** The Deposit will be a payment on account of the Venue Hire Fee and subject to clause 5.1 below, may be fully or partly non-refundable.

5. VENUE HIRE FEE

- 5.1 Venue Hire Only:** The Venue Hire Fee covers hire of the Venue only. Any Services provided by the Council will be included in the Services Fee, to be paid in addition to the Venue Hire Fee.
- 5.2 Payment:** The Hirer will pay the Council the Venue Hire Fee for the hire of the Venue in accordance with clause 5.3.
- 5.3 Due Date for Payment:** The Venue Hire Fee is to be paid to the Council 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 Venue Hire Fee to the Council 10 Working Days prior to commencement of the Hire Period.

6. SERVICES AND SERVICE FEE

- 6.1 Services:** The Council will provide the Hirer with the Services (if any) in accordance with the provisions of this Agreement.
- 6.2 Services Fee:** The Hirer will pay the Council the Services Fee for provision of the Services.
- 6.3 Payment:** The Hirer will pay the Services Fee (if any) in

accordance with the Payment Schedule. Where there is no Payment Schedule, the Hirer will pay the Estimated Services Fee 7 days prior to the commencement of the Hire Period. As soon as practicable following the end of the Hire Period, the Council will provide the Hirer 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 Council within 10 Working Days of the date of the invoice. Where the Services Fee is less than the Estimated Services Fee a refund of the difference will be paid to the Hirer as soon as practicable.

7. BONDS

- 7.1 Bond Payment:** The Council 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 Council a Bond of an amount and on the date specified (if any) in the Specific Terms and the Payment Schedule.
- 7.2 Return of Bond:** Where the Hirer has properly complied with all its obligations under the Agreement then within a reasonable time following the conclusion of the Activity and the Hire Period, the Council will refund the Bond to the Hirer.
- 7.3 Retention of Bond:** Where in the reasonable opinion of the Council the Hirer has not properly complied with its obligations under the Agreement the Council will notify the Hirer of any amounts to be deducted from the Bond to meet any additional charges incurred in accordance with clause 7.1.

8. OTHER CHARGES

- 8.1 Additional Charges:** In addition to the Venue Hire Fee and the Services Fee, the Hirer will be charged for any:
- 8.1.1** damage to the Venue or theft of any of the Council's property from the Venue during the Hire Period caused by the Hirer (or the Hirer's invitees) 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 Council prior to the commencement of the Hire Period to take note of any existing damage;
 - 8.1.2** extra cleaning, rubbish removal, repair or reinstatement of the Venue that the Council reasonably considers is required after the Activity;
 - 8.1.3** services provided by the Council in addition to the Services that the Hirer requires or uses or which the Council considers necessary for the safe and

efficient conducting of the Activity;

8.1.4 hour or part thereof that it continues to occupy the Venue after the End Date of the Hire Period at the Run-on Rate, whether or not it has obtained the Council's consent and without prejudice to the Council'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;

8.1.5 costs, expenses or losses incurred by the Council as a result of a breach or non-observance of these Terms and Conditions by the Hirer, its employees, contractors, agents or invitees; and

8.1.6 fees or costs incurred by the Council in the Activity that the Hirer or any invitee of the Hirer causes an attendance at the Venue by the New Zealand Fire Service.

8.2 Repair of damage: Except where in the opinion of the Council any damage referred to in clause 8.1.1 is the result of normal wear and tear, the Council will arrange for the damage to be repaired and the repair costs will be charged to the Hirer in accordance with clause 8.1.1.

8.3 Recovery of additional charges: If the amount of the additional charges incurred in accordance with clause 8.1 exceeds the Bond, the Hirer will be liable for the additional amount and must pay that amount as a debt due to the Council on demand.

9. OVERDUE AND UNPAID AMOUNTS

9.1 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 Council may cancel the Hirer's future bookings and this Agreement in which case clause 16.1 will apply as if the Hirer had cancelled the Activity. This is based on a genuine pre-estimate of loss to the Council as the Council may not be able to replace the Hirer's booking at the same or any other price and all or some of the Services may have already been arranged.

9.2 Recovery Costs: Without limiting clause 9.1 the Council may recover from the Hirer all costs and expenses (including debt collection fees and legal fees) the Council incurs trying to recover any overdue amount from the Hirer.

9.3 Cap on administrative costs: Any administrative costs recovered under clause 9.2 will be no more than either 15% of the overdue amount or \$300.00, whichever is

the lesser.

10. USE AND CARE OF THE VENUE

10.1 Rules of Use: Hirer must adhere to the conditions of entry to the facility which are available on the Council's website (<https://www.ccc.govt.nz/rec-and-sport/rec-and-sport-centres/memberships-and-fees/memberships/rules-of-use/>). This includes the supervision ratio for pool users under the age of 16.

10.2 Restrictive Use: Without limiting clause 2.1 the Hirer may only use the Venue to stage the Activity as described in the Agreement and approved by the Council and may only use any part of the Venue (such as fittings, fixtures and heating or ventilation systems) for their designed and intended purpose.

10.3 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 Council or damage the reputation of the Venue or the Council. The Hirer acknowledges that the Council 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 Council to the fullest extent permitted by law for any claims that may be made against the Council as a result of such action.

10.4 Security: The Hirer must adequately supervise and control all patrons at the Activity and ensure that only persons subject to the discretion and control of the Hirer (including but not limited to its employees and Activity patrons) are given access to the areas of the Venue that form part of the Activity. The Council may require the Hirer, at the Hirer's sole cost, to engage additional security or the assistance of the New Zealand Police to achieve these standards or levels of supervision.

10.5 Entertainment: Any entertainment prior to or during the Activity must first be approved by the Council in writing.

10.6 Licences, Permits, Consents and Authority: The Hirer must at the Hirer's expense obtain all licences, permits and consents that may be required for the Activity and the Hirer will provide the Council with copies of these documents pursuant to clause 11.1.7. 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.

10.7 Music Licensing: Without limiting clause 10.5, the Hirer acknowledges and agrees that the Council does not provide, and the Venue Hire Fee does not include, a licence for the public performance or communication of music at the Venue or the Areas. The Hirer is solely responsible for acquiring any licences or other authorisations required for the public performance or communication of music during the Hire Period and will indemnify the Council to the fullest extent permitted by law in respect of any liability or expense it incurs as a result of a breach of this clause or any breach of copyright in any musical works or sound recording.

10.8 Compliance with Laws and Council's Directions: During the Hire Period, the Hirer shall ensure that its employees, contractors and agents comply with all applicable permits, consents, statutes, orders, regulations, bylaws and rules of conduct for the Activity and the Venue, including but without limitation the *Resource Management Act 1991*, the *Building Act 2004*, the *Health and Safety at Work Act 2015*, the *Sale of Liquor Act 2012* and the *Christchurch City Plan*, and any directions of the Council 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 licences held in relation to the Venue.

10.9 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 of the Hire Period. 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 Council.

10.10 Notification of damage: The Hirer must immediately notify the Council of any damage to the Venue or to the Council's furniture or fittings at the Venue during the Hire Period. If damage does occur it is essential that the Hirer make detailed notes and take photographs of the damage. Repair of the damage will be completed in accordance with clause 8.

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

10.11.1 Dangerous goods: Neither the Hirer nor any of its

employees, invitees, contractors or agents bring to or into the Venue any plant, machinery, furniture, 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 Council and then only in accordance with the conditions of that consent. Notwithstanding any such consent, the Hirer will indemnify the Council to the fullest extent permitted by law in respect of any liability or expense it incurs as a result of any damage;

10.11.2 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 Council and then only in accordance with applicable laws;

10.11.3 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 Activity at the Venue, without the prior written consent of the Council;

10.11.4 Prohibited Goods: The Hirer will not, nor allow or permit any person, to:

10.11.4.1 bring any vehicle of any kind into the Venue without the prior approval of the Council; or

10.11.4.2 where the Venue is a sports hall:

10.11.4.2.1 bring glass bottles into the Venue, although wine bottles may be allowed on corporate tables with the prior approval of the Council; or

10.11.4.2.2 bring stilettos into the Venue, and;

10.11.5 Illegal Use: The Hirer will not, nor allow or permit any person to, use the Venue in any noisy, noxious, illegal or offensive manner or for any illegal purpose.

10.12 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.

10.13 Plumbing: The Hirer will not, nor allow or permit any person to, deposit any substance or matter in the toilets, sinks and drains of the Venue which could cause damage or blockage.

10.14 Electrical **Use and Installation:** The Hirer:

10.14.1 must not bring or permit any electrical devices to be brought into the Venue unless suitable evidence is first provided to the Council 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 Council to such connection or installation and provided always that such installation or connection approved by the Council is carried out by a suitably qualified and certified 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; and

10.14.2 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 the Council in respect of any liability or expense incurred as a result of the Hirer failing to comply with this clause 10.13.

10.15 **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 Council. It shall be a condition of any such approval that such work be carried out by a suitably competent or qualified person.

10.16 **Repairs and Reinstatement:** Upon completion of the Hire Period the Hirer shall leave the Venue in the same condition as it was at the commencement of the Hire Period and in a clean and tidy condition. In particular, but without limitation, the Hirer must ensure that:

10.16.1 All rubbish and garbage in excess of the Venue's normal capacity is removed from the Venue and yards and that any rubbish bins or containers are left in a tidy condition; and

10.16.2 All of the Hirer's items and equipment brought into the Venue are removed from the Venue by the end of the Hire Period or by prior written arrangement with the Council.

The cost of any repairs and additional cleaning required by the Council 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.

10.17 **Return items to storage room:** If any items owned by the Council are used by the Hirer which are usually stored in a storage room within the Venue that the Hirer will, prior to the expiry of the Hire Period, return those items to the storage room and, if the Hirer does not comply with that requirement, that the Council will be entitled to charge the Hirer a fee of \$100.00 plus GST in addition to the Venue Hire Fee and any Other Charges, such fee to be payable as a debt due to the Council upon demand.

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

11.1 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 Council in writing, and to the level and detail required by the Council, the Activity and Venue set up requirements and responsibilities requested for the Activity, based at a minimum on the following information:

11.1.1 The Hirer's health and safety plan for the Activity and any other information required by the Venue Operator under clause 15.3.3;

11.1.2 Venue layout;

11.1.3 Activity programme/timetable (noting that the Venue Operator has the right to play a pre-recorded emergency and evacuation audio message prior to commencement of the Activity and may require or play other health and safety announcements as it considers necessary for the Activity or the Venue from time to time (acting reasonably));

11.1.4 Equipment and technical requirements.

11.1.5 Equipment being brought to the Venue, subject to clauses 10.10.1 and 10.13;

11.1.6 All requirements as to the Services to be provided by the Council;

11.1.7 A copy of all licences, permits and consents required for the Activity (see clause 10.5); and

11.1.8 Proof of public liability cover and evidence that all premiums due are fully paid as required by clause 18, provided that all such matters remain conditional upon the Hirer's requests and information being acceptable to the Council in all respects at its sole discretion.

11.2 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 11.1

has been complied with to the Council's satisfaction in all respects, time being of the essence. Without limiting any other rights it may have under this Agreement the Council 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 11.1.

11.3 Removal/Storage: Unless it is agreed in advance that pack-down services will be provided by the Council, all equipment and supplies relating to the Activity must be removed at the end of the Hire Period. The Council may dispose of any equipment and supplies that have not been removed within a reasonable time after the Hire Period (provided that the Council 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 Council. The Council accepts no responsibility for equipment left in the Venue by the Hirer.

12. SERVICES

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

12.2 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 Activity, the scope of those Services and the Estimated Services Fee and will be signed by both parties as acceptance of the Services.

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

12.4 Delivery Services: The Council will not accept any deliveries for the Activity outside of the Hire Period and outside of the Venue's usual operating hours. All anticipated deliveries to the Venue for the Activity are to be clearly labelled for the courier/freight company. The Council will not be responsible for any items left or delivered before the commencement of the Hire Period. All items must be accepted and signed for by the Hirer.

13. CATERING (FOOD AND BEVERAGE)

13.1 Alcohol: If alcohol is supplied or sold during the Activity, the Hirer must obtain and comply with all conditions and requirements of any applicable liquor licence and obtain any additional licences that may be required for the Activity. The Council 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.

13.2 Council consent: The Hirer will not, nor allow or permit any person to, supply or sell food, beverages or alcohol within the Venue without first obtaining the written consent of the Council, which consent may be granted or withheld in the absolute discretion of the Council.

14. STAFF/PERSONNEL

14.1 The Council may upon request from the Hirer, provide staff to assist with the running of the Activity, including front of house staff, fire safety officers 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. HEALTH AND SAFETY

15.1 Compliance: The Hirer will comply at all times with the Council'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:

15.1.1 not obstruct or interfere with any Venue signage, wayfinding signage, walk ways, entrances, exits, or common areas;

15.1.2 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 Council (if any). If the Council 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

15.1.3 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.

15.2 Notification: The Hirer will immediately notify the Council of any risk or hazards which the Hirer observes

or becomes aware of at the Venue and/or any near miss, notifiable Activity, incident, injury, illness, or accident it becomes aware of at the Venue whether or not the same involves any equipment or any of the Council's employees. The Hirer will provide the Council with such assistance as may be necessary to conduct any health and safety review or investigation.

15.3 Hirer Responsibility: The Hirer will:

- 15.3.1** consult, cooperate and coordinate activities and facilitate engagement with the Council 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
- 15.3.2** 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:
 - 15.3.2.1** the Council'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
 - 15.3.2.2** all of the Council's directions; and
- 15.3.3** without limiting anything else in this clause 15 or in clause 11.1.1, provide its health and safety policy and a detailed health and safety plan for the Activity (including all Activity risk assessments) that is acceptable to the Council in all respects as soon as possible after this Agreement is signed and in any Activity 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 15.3.3 has been complied with to the Council's satisfaction and clause 16.2.1 may apply.

16. CANCELLATION

16.1 Cancellation by Hirer: If the Hirer cancels the booking, the following cancellation provisions will apply. The full hire fee will be payable to Council where cancellation occurs within:

- 16.1.1** Seven days of the commencement of the Hire Period, in respect of single court hire; and
- 16.1.2** Two weeks of the commencement of the Hire

Period, in respect to all other bookings.

16.2 Cancellation by Council: The Council may cancel the Hirer's booking and terminate this Agreement by immediate notice in writing to the Hirer if:

- 16.2.1** the Hirer has not complied with clause 11.1; or
- 16.2.2** the Hirer has not complied with either clause 2.1 or 2.3, or new information about the Activity supplied to the Council is not acceptable to the Council; or
- 16.2.3** the Council considers that the staging of the Activity or the nature of the Activity 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 Activity provided by the Hirer, the cancellation will be deemed to be a cancellation by the Hirer and clause 16.1 will apply; or
- 16.2.4** the Council reasonably considers that the management control of the Activity by the Hirer is deficient or inadequate and/or the behaviour of the guests or attendees of the Activity is such that it would lead to danger or injury to any person or material damage to any property, including the Venue itself; or
- 16.2.5** the Hirer fails to pay any sum of money payable to the Council pursuant to this Agreement, on the due date for payment; or
- 16.2.6** 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 Council in its sole discretion taking into account the circumstances) from the date the Council has notified the default and requested the Hirer to remedy such default; or
- 16.2.7** 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

- 16.2.8** the Hirer enters into any arrangement, composition or assignment under the *Insolvency Act 2006* or becomes unable to pay debts as they fall due, clause 16.1 will apply as if the Hirer had cancelled the Activity, and the Hirer will immediately remove all the Hirer's property, vacate the Venue and immediately deliver to the Council all property belonging to the Council. The Hirer will have no entitlement to claim compensation or damages from the Council on account of any inconvenience or loss to the Hirer as a result of termination under clause 16.2. Such termination shall be without prejudice to the Council'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; or
- 16.2.9** any emergency management situation arises where the Venue is required for response or recovery purposes, as determined by the Council; or
- 16.2.10** any maintenance requirements arise in relation to the Venue which are determined by the Council to take precedence; or
- 16.2.11** any official national, international or Council Activities for the purpose of promoting Christchurch region conflict with the Hire Period.

17. POSTPONEMENT OR REDUCTION IN HIRE PERIOD

- 17.1** If for any reason whatsoever the Hirer postpones the date on which the Activity 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 16.1 of this Agreement will apply, except where the Activity is still to be held but the Hire Period reduced, in which case the amounts payable under clause 16.1 shall be prorated in accordance with the reduced Hire Period.

18. INSURANCE

- 18.1 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.
- 18.2 Policy:** The public liability policy will be with an insurer acceptable to the Council and on terms acceptable to the Council and shall have a minimum policy limit of

\$2,000,000 (two 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 Council with proof of public liability cover and evidence that all premiums due are fully paid.

19. LIABILITY AND INDEMNITY

19.1 Indemnity: The Hirer indemnifies the Council in respect of all costs (including legal costs), claims, liabilities, losses, damage and expenses suffered or incurred by the Council as a direct or indirect consequence of any unlawful, negligent, tortious, criminal, reckless or dishonest errors, acts or omissions of the Hirer in the performance of its obligations under this Agreement. The Hirer's liability in terms of this clause shall be for the duration of this Agreement and for a further period of 6 years from the date of expiry or termination of this Agreement.

19.2 Hirer's Property: The Hirer acknowledges and agrees that the Council is 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 Council's negligence.

19.3 Indirect/Consequential Loss: The Council 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.

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

20. NOTICES

20.1 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 Agreement or to such other addresses as agreed between the parties.

20.2 Delivery: Notices will be deemed to be given:

- 20.2.1** Where served personally, upon delivery;
- 20.2.2** Where served by post, 5 Working Days after posting;
- 20.2.3** 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.

21. FORCE MAJEURE

21.1 If the Council is unable to perform or discharge its obligations under this Agreement by reason of any fire, flood, earthquake or similar catastrophic Activity, 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 Activity") which is beyond the reasonable control of the Council, then the Council's rights and obligations shall be suspended and the Council shall be relieved of its obligations during the Force Majeure Activity, provided always that the dates and times for the Activity and Hire Period shall not be varied or extended as a result of such Force Majeure Activity, except with the written agreement of both parties.

22. INCONSISTENCY

22.1 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.

23. NO TENANCY RIGHTS

23.1 Nothing in the Agreement will be deemed to constitute a grant of a lease or a licence from the Council to the Hirer.

24. NO WAIVER

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

25. ENTIRE AGREEMENT

25.1 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.

26. ASSIGNMENT

26.1 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 Council, which consent may be withheld in the Council's absolute discretion.

27. SEVERABILITY

27.1 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 effect the parties' intent, and the remainder of the Agreement will continue in full force and effect.

28. RELATIONSHIP

28.1 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. Neither party shall have authority to make any statements, representations or commitments nor to take any action binding the other except as provided in this Agreement or as authorised in writing by the other.

29. COSTS

29.1 Subject to clause 19.1, 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.

30. APPLICABLE LAW

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

31. GOODS & SERVICES TAX

31.1 Where the Council 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 Council 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.

32. INDEMNITIES AND EXCLUSIONS

32.1 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Council and the Hirer and survives termination of this Agreement. It is not necessary for the Council to incur expenses or make payment before

enforcing a right of indemnity conferred by this Agreement, except that where an Activity occurs that may lead to the Council enforcing a right of indemnity conferred by this Agreement the Council will use its best endeavours to mitigate any damages, costs, loss or expenses incurred by them.

33. DISPUTE RESOLUTION

33.1 In the Activity of any dispute or difference between the parties in relation to or arising out of this Agreement, then it will be determined by a single arbitrator. The arbitrator will be agreed between the parties or, failing agreement, will be appointed by the President for the time being of the Canterbury Branch of the New Zealand Law Society. The arbitration will otherwise be conducted in accordance with the *Arbitration Act 1996* or any statute enacted in substitution for the time being in force.

34. DESPITE ANYTHING ELSE CONTAINED IN THIS AGREEMENT

- 34.1** The Council does not warrant or represent that the Venue is suitable for the Activity or the Hirer's specific purposes in holding the Activity, 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;
- 34.2** The parties agree and acknowledge that they are both in trade, and the goods and services supplied by the Council 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;
- 34.3** Unless this Agreement expressly provides otherwise, to the fullest extent permissible by law all warranties, conditions or other terms implied by law are excluded;
- 34.4** For the purposes of this clause 34 the Hirer acknowledges that the Hirer had a reasonable opportunity to review this Agreement, discuss it with the Council, and receive advice from the Hirer's legal advisor, if the Hirer wished to do so;
- 34.5** The Hirer acknowledges that the Agreement relates only to the Venue and the Council will at all times be entitled to use, occupy and deal with the remainder of the Venue and its property without reference to the Hirer and the Hirer will have no rights in relation thereto other than the rights of use herein provided; and
- 34.6** The Council and the Council's employees, contractors and invitees may at all reasonable times during the Hire Period enter the Venue to view its condition.

35. PERSONAL INFORMATION

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

- 35.1** collection of such personal information;
- 35.2** use of such personal information for the purposes of enabling the Hirer to hire the Venue; and
- 35.3** disclosure of the personal information to such third parties as is necessary for the purposes of enabling the Council 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 Council.

36. COUNCIL ACTING AS A TERRITORIAL AUTHORITY

The Hirer acknowledges that:

- 36.1** The Council, in its capacity as a territorial authority, is required to carry out its statutory functions under the *Resource Management Act 1991* and the *Local Government Act 2002* in accordance with the provisions of those statutes.
- 36.2** The granting by the Council of any consent or approval by the Council as territorial authority under either of those Acts will not of itself be deemed to be a consent or approval by the Council under this Agreement.
- 36.3** The Council is bound by statutory obligations to exercise its powers, including discretionary powers and duties under either of those Acts without regard to any relationship it may have with the Hirer under this Agreement.