



NAPIER
war memorial
CONFERENCE CENTRE

NAPIER WAR MEMORIAL CONFERENCE CENTRE VENUE HIRE AGREEMENT

(To be completed once a booking has been provisionally made)

I, *Name of Hirer* (the "hirer") on behalf of *Hirer's Company/Organisation*

The hirer's representative is: Refer to **Schedule B** (Booking Report)

Wish to apply to hire the venue outlined in the schedule below.

SCHEDULE A

The Napier War Memorial Conference Centre, 48 Marine Parade, Napier ("the venue").

It is agreed and acknowledged that the Napier War Memorial Conference Centre Foyer areas are shared facilities and all rooms must be hired separately.

Reason/Event: Refer to **Schedule B** (Booking Report)

Hire Dates: Refer to **Schedule B** (Booking Report)

The hirer wishes to occupy the venue areas as per the attached booking report(s) forming part of this agreement, refer **Schedule B** attached.

The hirer understands and accepts in full the following terms and conditions of hire as defined in the following sections:

1. Definitions
2. Payment of hire fees, cancellation and penalty conditions
3. Other charges
4. Default interest and charges
5. Hirers representative
6. Venue representative
7. Access to the venue area(s)
8. Safety of the venue
9. Patrons or guests
10. Emergency procedures and safety compliance
11. Public liability insurance
12. Liability for damage
13. Indemnity
14. Catering
15. Venue Set up Requirements
16. Retailing
17. Fire Earthquake, etc
18. Limitation of Liability
19. Copyright
20. Consumers Guarantees Act
21. Assignment
22. Disputes
23. The Venues Commitment

1 DEFINITIONS

- 1.1 "Council" is the Napier City Council.
- 1.2 "Hirer" "You", "Your" and "I" refers to the organisation, or individual wishing to hire the Venue and includes its employees, contractors, agents and invitees.
- 1.3 "Hire Contract" means this contract, including the Booking Report (Schedule B) and any attached Appendices.
- 1.4 The "Venue" refers to the Napier War Memorial Conference Centre and "Venue Areas" to the area specified in the Booking Report.



- 1.5 "Safe" means: in relation to a person, that they are not exposed to any hazards, in every other case, free from hazards.
- 1.6 The "Centre Management" are the representatives of the Council who manage the day to day operation of the venue.
- 1.7 "Working day" means when registered banks are open for over the counter business in Napier - 8.00am – 5.00pm, Monday to Friday.
- 1.8 "Booking Report" is the schedule of requirements created when a booking is requested.

2 PAYMENT OF HIRE FEES, CANCELLATION AND PENALTY CONDITIONS

- 2.1 The charges for hiring the Venue Areas for the hire period are as set out in the attached Booking Report ("the venue hire charges").
- 2.2 This contract is to be returned signed by the hirer within 14 days of this contract being sent out.
- 2.3 On receipt of the signed contract, the booking will be deemed to be confirmed. If a deposit is required, a deposit invoice will then be sent.
- 2.4 If the signed contract is not received by the Venue within 14 days (refer clause 2.2), the booking will be cancelled without further notice to the hirer.
- 2.5 If the deposit payment (if any) is not received by the Napier War Memorial Conference Centre within 14 days of receiving the deposit invoice, the booking will be cancelled without further notice to the hirer. Unless, and until this clause is satisfied (time being of the essence), any booking made shall be provisional only.
- 2.6 If a booking is cancelled after the Hire Agreement has been signed and, if applicable a deposit payment made, an administration charge will be applied. The administration charge will be deducted from the deposit payment and any outstanding amount will be invoiced to the hirer and any surplus paid to the hirer. If a deposit was not applicable, the administration charge will be invoiced to the hirer. For meetings/seminar single room type bookings and when a deposit hasn't been applicable cancellation within 3 weeks of the hire date, 75% of the standard total hire charge will be invoiced to the hirer. For larger corporate functions, conferences, trade shows, weddings and multiple room bookings, cancellation within 6 months of the hire, 75% of the standard total hire charge will be invoiced to the hirer. This includes elimination of rooms/spaces from the initial booking requirements.
- 2.7 The venue hire charges, less the deposit payment (if any) and any other charges imposed by the Council pursuant to clause 3 of this contract, shall be paid by the hirer within 14 days of the date of the invoice rendered ("the payment due date").

3 OTHER CHARGES

- 3.1 Other charges will apply in the event of any of the following:
 - 3.2.1 All catering, linen, audio-visual equipment and equipment or services sourced on behalf of the hirer.
 - 3.2.2 If there is any damage to the Venue or any of its contents and any items removed from the Venue.
 - 3.2.3 The Centre Management Team determines that extra staffing, cleaning, rubbish removal, repair or reinstatement of the Venue is required as a result of the Hirer's use of the Venue.
- 3.2 The Napier War Memorial Conference Centre will invoice the Hirer for any damage, services, losses, expenses or costs that are or may be incurred.
- 3.3 The Napier War Memorial Conference Centre will also (without limiting any of its other remedies at law or under this Hire Contract) deduct part or all of those costs or expenses from the deposit as payment or compensation.

4 DEFAULT INTEREST AND CHARGES

- 4.1 If payment is not made within 14 days of the date of the invoice rendered, the Napier War Memorial Conference Centre will charge:
 - 4.1.1 Interest calculated daily at a rate of 15% per annum on all overdue amounts from time to time outstanding from the payment due date until the date payment is made in full.
 - 4.1.2 All costs and expenses (including debt collect fees and legal fees on a solicitor/ client basis), incurred by the Napier War Memorial Conference Centre in the recover of the overdue amount.
 - 4.1.3 A default fee of either 10% of the invoiced amount or \$300.00 (whichever is less) towards the Napier War Memorial Conference Centre internal administrative costs incurred in seeking to recover the overdue amount.

5 HIRER'S REPRESENTATIVE

- 5.1 The Centre Management Team requires every event to be under the control of a Manager, or hirer's representative. The Hirer must supply, in writing, the name of the person who has authority to direct all and any of the Hirer's employees, contractors, sub-hirers, exhibitors or other invitees using the Venue during the Hire period. That person must ensure the safety of:
- 5.1.1 Members of the public or other people lawfully visiting the centre; and
 - 5.1.2 The hirer's employees, contractors, sub-hirers exhibitors and invitees; and
 - 5.1.3 The Venue employees and contractors.
- 5.2 The Hirer's representative or a named deputy must be on duty at the Venue at all times during the Hire period.
- 5.3 The Hirer's representative must check in at reception both on arrival and departure of the venue.

6 VENUE'S REPRESENTATIVE

- 6.1 The Centre Management Team will provide the Hirer or hirers representative with the name of its representative/s and contact details on arrival at the venue ("the Venue's Representative").

7 ACCESS TO THE VENUE AREA(S)

- 7.1 The Hirer is permitted to use the Venue area(s) outlined in the Booking Report which forms part of this Hire Agreement.
- 7.2 The Hirer will be given access to the Venue area(s) during the hire period and shall vacate the Venue area(s) at the dates and times specified in the Booking Report.
- 7.3 The Napier War Memorial Conference Centre will charge the hirer penalty charges should the venue area not be vacated by the date and time specified in the schedule to this booking report.
- 7.4 The Centre Management team shall have the right of access to all parts of the Venue at all times for the purpose of inspection.
- 7.5 Access to the venue outside our working day hours are to be arranged with the venue staff prior to the hire and are charged for.
- 7.6 As the Napier War Memorial Conference Centre is a multi purpose venue, consideration needs to be taken for other events within the venue.

8 SAFETY OF THE VENUE AREA(S)

- 8.1 Should the Venue's representative consider that there are any unsafe conditions or activities in the Venue area(s) that person will inform the Hirer or the Hirer's representative and request that necessary action is taken to promptly make the Venue area(s) safe.
- 8.2 Should the Venue's representative consider that the action taken is not adequate they will, at the Hirer's expense, take whatever action they consider to be necessary to make the area safe.
- 8.3 The terms of this Hire Agreement and any additional instructions given by the Venue's representative, the Venue staff or the Venue Management Team during the hire period must be complied with by the Hirer to ensure the safety of all persons within the Venue area(s).

9 PATRONS OR GUESTS

- 9.1 The Centre Management Team requires the hirer, hirer's representative and all people in the venue to comply with all current liquor licensing laws.
- 9.2 The Centre Management Team will require any person(s) to leave a function or will terminate a function if, in the Centre Management Team's opinion, that person or a group of people are intoxicated or behaving in a manner which:
- 9.2.1 Impedes or adversely affects the enjoyment of other people in the Venue or puts those other people at risk; or
 - 9.2.2 Has caused loss or damage or increases the risk of loss or damage to the Venue or any property; or
 - 9.2.3 Breaches any term of this Hire Agreement or any legislation or regulation; or
 - 9.2.4 Is likely to do any of the things outlined in paragraphs 9.2.1 to 9.2.3
- 9.3 The hirer must indemnify the venue and the Council for any act taken by the Centre Management Team under this clause.

10 EMERGENCY PROCEDURES AND SAFETY COMPLIANCE

- 10.1 The hirer or the hirer's representative will be given written copies of the emergency procedures for the venue before the hire period commences. The emergency procedures for the venue are attached.
- 10.2 It is the hirer's responsibility to make available to all of its employees, contractors, sub-hirers, exhibitors or invitees using the Venue, copies of those emergency procedures.
- 10.3 The Centre Management Team will instruct the hirer's representative in respect of the emergency procedures in the Venue at the start of the Hire Period. If any emergency occurs during the Hire Period, the venues emergency procedures take priority over all other arrangements.
- 10.4 The hirer must ensure that all practical steps are taken during the course of the hire period to ensure compliance with the requirements of the Health and Safety in Employment Act 1992. **The hirer may be asked to provide its Health and Safety document to the Centre Manager.**
- 10.5 The hirer must comply with the provisions of all statutes, advances, regulations and by-laws as they relate to the use, occupation, prevention of fire, safety and security of the venue. In particular not exceeding designated room capacity as provided by Napier War Memorial Staff.
- 10.6 The venue has adopted the Safety Guidelines for the NZ Theatre and Entertainment Industry. The hirer must comply with these guidelines that are set out in www.evanz.etnz.GuidetoSafeWorkingPractices.
- 10.7 The use of any key risk hazard such as candles, smoke, explosive device etc outlined in the Guide to Safe Working practices is prohibited without the written approval of the Centre Management Team. Any application must be made to the Venue 14 days prior to the commencement of the hire period.
- 10.8 The venue is strictly a no smoking venue and the hirer must strictly enforce this ban at all times.
- 10.9 All electrical equipment used by the hirer must comply with electrical standard NZS3760-2001.
- 10.10 The Council will monitor sound levels using the Department of Labour, Health & Safety Service sliding table for noise exposure for unprotected ears.
- 10.11 The Council will monitor sound levels at its discretion and the hirer agrees to reduce sound levels if required by the Council.

11 PUBLIC LIABILITY INSURANCE

- 11.1 The hirer is required to take out a Public Liability Insurance Policy with an approved company in the hirer's name and the venue's name for a sum of \$5,000,000 by the Centre Management Team for the Hire Period. The hirer must provide written proof of the policy and its contents at least seven days before the Hire Period commences.
- 11.2 Should the hirer wish the Council's insurer to provide insurance cover for the Hire Period this can be arranged for a fee specified by the Centre Management

12 LIABILITY FOR DAMAGE

- 12.1 The hirer:
 - 12.1.1 Is responsible for making good any loss or damage to property, furniture, fittings, fixtures, appliances and apparatus in or about the Venue arising directly or indirectly from the hire contract or use of the Venue irrespective of whether the hirer caused the loss or damage. The hirer may, after making prior arrangement, inspect the Venue with the venue representative and list any existing damage immediately prior to the Hire Period commencing.
 - 12.1.2 Acknowledges that the Centre Management Team will undertake an after hire inspection of the venue on the next working day following the end of the hire period. The hirer may with prior arrangement be present during the inspection.
 - 12.1.3 Accepts all responsibility in respect of any claims arising or loss, damage or injury sustained and arising out of the hirer's negligence and or the hirer's representatives, in connection with the hire of the Venue.
 - 12.1.4 Agrees that the venue is not responsible for loss or damage to any property within the venue, except where that loss or damage is caused by the negligence of the venue or its agents.

- 12.1.5 Agrees to indemnify the venue for any damage to the Venue resulting directly or indirectly from the hire or use of the Venue irrespective of whether the hirer caused that loss or damage; and the hirer agrees that the loss or damage may be remedied by the venue at the hirer's cost.
- 12.1.6 May not drive nails, tacks, screws or pins into walls, furnishings or the stage floor area. No writing, decorating, attachment of posters or disfigurement of any kind will occur to any wall or ceiling surfaces, by any means. The hirer must protect all floors, walls and doors during the packing in, installation and removal of all displays, exhibits and equipment, etc. Cellotape may not be used on doors or walls to place notices as it may damage paintwork, please use blue- tack.
- 12.1.7 Is responsible for ensuring that all the hirer's employees, contractors, sub-hirers and exhibitors are aware of these conditions.

13 INDEMNITY

- 13.1 The hirer agrees that the use of the Venue is totally at the hirer's risk in all respects and agrees to indemnify the venue (and all of the Council employees or agents) from and against all claims, demands, losses, damages, costs and expenses in respect of or arising from the hire of the Venue and/or of any condition of this Hire Agreement.

SALE OF LIQUOR AND CONSUMABLES

- 13.2 The venue has the sole right to sell liquor and consumables for all events held within the venue and its environs.

14 CATERING

- 14.1 The hirer agrees to use the venue's caterers to provide all food and beverage for any event the hirer has within the venue. No food may be taken from the venue unless prior arrangements have been made. We take no responsibility for the condition of the food once it has left the venue.
- 14.2 Statutory holidays will incur the following surcharges: 0-100 guests \$500.00, over 100 guests 15% of the total catering account.
- 14.3 All numbers attending an event as well as any specific dietary requirements need to be with the venue 3 working days prior to the hire. Any cancellation of booked catering requirements within the 3 days prior or during the event will be subject to the full catering charge.
- 14.4 The hirer agrees the alteration of numbers attending the event directly alters the catering numbers unless the hirer specifically requests in writing a limited catering budget.

15 VENUE SET UP REQUIREMENTS

- 15.1 The hirer must ensure that all set up requirements, technical and catering requirements for the Venue and a timetable for the hirer's Event is received by the Centre Management Team at least seven days before commencement of the hire period. Set up and break down times are charged at 50% of standard rental rates. Any areas that have been hired and are not used but hold equipment associated to the hire will be charged at 50% of standard rental rates.
- 15.2 The delivery, receipt and custody of all equipment and decorations required at the venue for the event are the hirer's sole responsibility. The Venue does not have storage and cannot accept delivery of such gear prior to the commencement of the hire.
- 15.3 The hirer must ensure removal including liaison with courier services, of all equipment, rubbish and decorations at the time of the conclusion of the hire period, as per the booking report.
- 15.4 The hirer must read and approve the event file notes before the commencement of the hire period.

16 RETAILING

- 16.1 Under section 105 of the Resource Management Act 1991 the Napier War Memorial Conference Centre has been granted **limited** retailing associated with and ancillary to conferences, trade shows, exhibitions or similar events. More details are available via Centre Management.

17 FIRE, EARTHQUAKE ETC

- 17.1 The hirer agrees that if the use of the venue is rendered impractical by fire, flood, earthquake, failure or other unavailability of any building services or any other event beyond the venue's reasonable control, the venue is

not obliged to perform any of its obligations under this Hire Contract and the Council is not liable for any damages, loss or expense incurred by the hirer.

18 LIMITATION OF LIABILITY

- 18.1 The hirer agrees and acknowledges that the Council's liability to the hirer for any direct or indirect loss, damage, claim or expense (whether due to the negligence or otherwise of the venue) arising out of this Hire Contract is limited to the amount of the Venue Hire Charge.

19 COPYRIGHT

- 19.1 Under section 19 of the Copyright Act (1994) the venue holds current APRA and NZ Phonographic Performance licence.

20 CONSUMER GUARANTEES ACT

- 20.1 The hirer agrees that the supply under this Hire Contract is, in terms of the Consumer Guarantees Act 1993, a supply for business purposes and therefore the provisions of that Act do not apply.

21 ASSIGNMENT

- 21.1 The Hirer shall not sublet the venue without the written consent of the Napier War Memorial Conference Centre Management Team.

22 DISPUTES

- 22.1 The dispute resolution procedures in clauses 22.2 - 22.5 shall apply to any dispute arising between the parties under this hire contract.

- 22.2 Should any dispute arise between the parties touching any matter under this hire contract, then such dispute shall be defined by written notice by the party raising it to the other party and shall forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably.

- 22.3 If the discussions referred to in 22.2 fail to resolve the relevant dispute, either party may (by written notice to the other) require that the dispute be submitted for mediation by a single mediator to be agreed by the parties, and, failing agreement, as appointed by the then President of the Hawkes Bay Law Society.

- 22.4 In the event of any such submission to mediation:

22.4.1 The mediator will be deemed to be not acting as an expert or an arbitrator;

22.4.2 The mediator will determine the procedure for the mediation provided that the mediation process shall be concluded within two months of the date of the notice referred to in clause 22.3;

22.4.3 The cost of the mediation will be shared equally between the parties.

- 22.5 If the dispute cannot be resolved by mediation in accordance with Clause 22.4, or if the dispute remains unresolved for any reason whatsoever for more than two months from the date of the notice referred to in clause 22.4.2, then the matter in dispute shall be decided by a single arbitrator to be agreed between the parties, or if the parties cannot agree, an arbitrator to be nominated by the then President of the Hawkes Bay Law Society. The reference to arbitration shall be in accordance with the Arbitration Act 1996 and the decision in the arbitration shall be final and binding on the parties.

23 THE VENUE'S COMMITMENT

- 23.1 The Centre Management Team will deliver the Venue that the hirer has contracted for, set up to the specifications that the hirer has supplied, no later than half an hour before the hire period commences, if all specifications have been received within a reasonable timeframe as outlined in this contract.

- 23.2 Once this contract is signed the Centre Management Team will only accept changes authorised by the hirer or the hirer's representative.

- 23.3 The Centre Management Team will liaise with the hirer on an ongoing basis prior to and throughout the hire period to ensure that the best possible outcome is achieved for the hirer's event.

Signature of Hirer or authorised representative:

_____ Date (/ /)

Name and address of (Individual/Organisation)

Name of Hirer's Representative:

Name of Venue Representative:

Signature of the Venue Representative:

_____ Date (/ /)
(Signed for and on behalf of the venue)