



MANFEILD VENUE HIRE TERMS AND CONDITIONS

Please complete all sections of this form and read the Terms and Conditions attached to the back of this form.

I certify that the below information is true and correct. I also certify that I have read and understood the Terms and Conditions attached to this form and I agree to be bound by them. Where I am acting on behalf of the Hirer, I certify that I have authority to enter these Terms and Conditions on behalf of the Hirer and bind the Hirer to the Terms and Conditions.

I and the Hirer also agree to receive commercial electronic messages from Manfeild Park Trust as defined in the Unsolicited Electronic Communication Act 2007.

I agree that in consideration for Manfeild Park Trust agreeing to provide the Venue to me, I will be personally liable for the performance of the Hirer's obligations under these Terms and Conditions.

ACCEPTANCE of Manfeild Venue Hire Terms and Conditions	
By signing this agreement and initialling each page, the Parties accept and agree that these Manfeild Venue Hire Terms and Conditions will apply to the Hirer's hire of the Venue until 31 December 2021 .	
HIRER: "I"	VENUE OPERATOR: "Manfeild Park Trust"
Full name:	Full name:
Email Address:	Email Address:
Phone No: Mobile No:	Phone No: Mobile No:
Signature of Hirer: (Authorised Officer)	Signature of Venue Operator (Authorised Officer)
Name: Position Held:	Name: Position Held:

1. DEFINITIONS

1.1 In the Terms and Conditions:

Agreement means the Agreement constituted by the Booking Sheet, these Terms and Conditions and any schedules of which are contained in this document.

Administration costs means all reasonable costs incurred by the Venue Operator enforcing the Agreement.

Booking Sheet is the Provisional Booking Sheet including any agreed variations, once confirmed by the parties in accordance with clause 4.3 of the Terms and Conditions.

Booking Value means the fee to be paid by the Hirer to hire the Venue as detailed on the Booking Sheet including any estimated amounts for services.

Bond means the bond payment (if any) detailed in the Booking Sheet.

Commencement means the first day of the Hire Period.

Confirmed Booking means the Provisional Booking Sheet has been confirmed as the Booking Sheet, the Deposit has been paid, and the Terms and Conditions have been executed by both Parties in accordance with clause 4.4 of the Terms and Conditions.

Default Charge means 5% per month on all late payments.

Delivery means any equipment or other items of the Hirer delivered to the Venue prior to the Hire Period.

Deposit means the non-refundable payment to be made by the Hirer as part of the Booking Value as set out in the Booking Sheet, and/or clause 5.1.1. of the Terms and Conditions.

Event means the event for which the Venue is hired as described in the Booking Sheet.

Hire Period means that period specified in the Booking Sheet from the Commencement Date to the End Date.

Hirer means the person named as the Hirer in the Terms and Conditions, and in the event of a Company includes the person acting on behalf of the Company in their personal capacity jointly and severally with the Company.

Notice of Interest means a written notice given to the Hirer by the Venue Operator if another party wishes to hire the Venue during the Hire Period of the Provisional Booking Sheet. The Hirer has 5 working days from the date of notice to pay the Deposit, execute the Terms and Conditions and confirm the provisional Booking Sheet.

Parties means the Venue Operator and the Hirer.

Pit Area means the area south of the fence line separating the main carpark from the circuit.

Provisional Booking Sheet means that part of the Terms and Conditions referred to as provisional booking sheet (the initial quote outlining the details for each hire of the venue for an event, including the Hire Period, the Event and Booking Value.)

Services may include those technical, security, supply of equipment, parking, ticketing, and other services (if any) to be provided by the Venue Operator as detailed in the Booking Sheet or as otherwise agreed.

Terms and Conditions means these Terms and Conditions including any schedule or annexure to it.

You and I mean the person or entity or persons or entities acting as the Hirer in the Terms and Conditions.

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 areas hired and specified in the Booking Sheet.

Venue Caterer means the venue catering service of the Venue Operator confirmed on the booking sheet.

Venue Operator means Manfeild Park Trust, the legal owner of the Venue. It is also referred to as 'we' and 'us' in these Terms and Conditions.

Working Day means any day other than a Saturday, Sunday or a public holiday applying in the Manawatu Region.

2. INTERPRETATION

2.1. A reference to this singular includes the plural and vice versa.

2.2. If "You" or "I" is more than one party, then those parties have a joint and several liability.

2.3. Headings are for convenience only and do not affect the interpretation of any provision.

3. THE EVENT AND HIRE OF THE VENUE

3.1. The Venue Operator agrees to allow the Hirer to use the Venue for the Event during the Hire Period in accordance with the Agreement.

3.2. 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. The Hirer must disclose to the Venue Operator of any objectionable performance or activity of any kind in the Event, prior to signing the Booking Sheet.

4. THE BOOKING PROCESS

4.1. The Provisional Booking Sheet alone does not constitute a Confirmed Booking.

4.2. Prior to the Confirmed Booking the Hirer and Venue Operator may withdraw from the Provisional Booking Sheet by written notice to the other party.

4.3. The Provisional Booking Sheet will constitute a Confirmed Booking when the Deposit has been paid by the Hirer to the Venue Operator, the Terms and Conditions have been executed by both parties, and the Provisional Booking Sheet is confirmed as the Booking Sheet.

4.4. The Hirer will be notified if another party has expressed an interest and executed a Provisional Booking Sheet for the same Hire Period. The Hirer will have 5 working days to confirm its Provisional Booking Sheet, pay the Deposit and execute the Terms and Conditions from the date it received the Notice of Interest. If the Hirer does not respond accordingly within 5 working days, the Venue Operator will cancel the Provisional Booking Sheet.

4.5. The Hirer agrees to pay the Booking Value in accordance with the Booking Sheet and clause 5 of the Terms and Conditions.

4.6. An invoice will be issued by the Venue Operator on confirmation of the Provisional Booking Sheet.

4.7. If the Hirer adds to or changes the Booking Sheet during the seven working days before Commencement an administrative cost will be charged in addition to any hire charges and other costs that may apply because of the changes the Hirer has made.

5. BOOKING VALUE

5.1. The Hirer agrees to pay the Venue Operator:

5.1.1. Unless stated otherwise in the Booking Sheet, a deposit amount equal to 50% of the Booking Value is payable within seven days of invoice;

5.1.2. The balance of the Booking Value in accordance with the terms of the invoice;

5.1.3. If specified in the Booking Sheet, a Bond will be paid in accordance with clause 6 of the Terms and Conditions.

5.1.4. At the Venue Operator's request, the Bond on or by a date specified by the Venue Operator in the Booking Sheet.

5.1.5. The Venue Operator reserves the right to make additional charges for security, cleaning and technicians for any Event.

5.1.6. All additional charges incurred by the Venue Operator in relation to the Event but not limited to:

- 5.1.4.1 Damage and cleaning caused during the Hire Period or through any breach of the Terms and Conditions;
 - 5.1.4.2 The provision of additional services by Venue Operator including contractors;
 - 5.1.4.3 Any theft of the Venue Operators property from the Venue during the Hire Period;
 - 5.1.4.4 Any costs, losses or expenses the Venue Operator incurs due to any breach of the Terms and Conditions;
 - 5.1.4.5 Any emergency services call out for fire alarm activation for a non-emergency situation; and
 - 5.1.4.4 The Hirer or its personnel or invitees remaining at the Venue beyond the Hire Period.
- 6. BOND**
- 6.1. The Hirer acknowledges that the Bond is paid to ensure the due and proper performance by the Hirer of its obligations under this Agreement.
 - 6.2. The Venue Operator will hold the bond on Trust. If the Hirer breaches any provision of this Agreement, the Venue Operator may use the Bond to remedy any such breach, and the Venue Operator may deduct from the Bond any moneys owed to the Venue Operator under this Agreement including the amounts referred to in clause 5.1.4.
 - 6.3. Where the Hirer has complied with the Terms and Conditions of this Agreement and no deductions have been made pursuant to clause 6.1 the Venue Operator will refund the Bond into a bank account nominated by the Hirer within 14 days of payment of the Balance of the Booking Value in accordance with Clause 5.
- 7. MERCHANDISE**
- 7.1. The Hirer must obtain the Venue Operator's prior written consent to sell any merchandise or other goods at the Venue. A merchandise fee may apply.
- 8. OVERDUE AND UNPAID AMOUNTS**
- 8.1. Where the Hirer fails to pay an invoice by the due date the Venue Operator may without prejudice to any other remedies cancel the Agreement and reserves the right to refuse any subsequent bookings that the Hirer may request.
 - 8.2. The Venue Operator may:
 - 8.2.1. Charge Default Charge for late payment on all amounts due under this Agreement;
 - 8.2.2. Recover from the Hirer all costs and expenses (including debt collection fees and legal fees) that the Venue Operator incurs trying to recover any overdue amount from the Hirer which includes an administrative cost of 15% of the overdue amount or \$300.00 (whichever is less).
 - 8.3. The Hirer acknowledges that the Default Charge and Administration costs are a genuine pre-estimate of the loss suffered by the Venue Operator because of their failure to pay the Booking Value.
- 9. HIRER RESPONSIBILITY**
- 9.1. **Restrictive Use:** The Hirer may only use the Venue to hold the Event as described and for no other purpose.
 - 9.2. **Proper Conduct:** The Hirer will take all reasonable steps to ensure that its personnel, invitees, and customers do not cause any damage to the Venue during the Hire Period.
 - 9.3. **Permits:** The Hirer is responsible for obtaining relevant authority for any permit, consent, or licence necessary to conduct the Event and will ensure that such permits, consents, licences are maintained during the Hire Period.
 - 9.4. **Compliance with Laws and Venue Operator's Directions:** During the Hire Period, the Hirer must comply and will ensure that personnel comply with all:
- 9.4.1. Applicable laws, standards, codes, and rules of conduct for the Venue; and
 - 9.4.2. Any directions of the Venue Operator.
- 9.5. Reasonable Care Required:** During the Hire Period, the Hirer will ensure that all reasonable care is taken in the use and occupation of the Venue so that, except for 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.
- 9.6. Prohibited Goods / Dangerous Goods/Activities:** During the Hire Period the Hirer must ensure that (unless with the Venue Operator's prior consent):
- 9.6.1. The Hirer nor any of its personnel or invitees bring to the Venue any firearms, explosives, flammable liquids (excluding fuel that complies with subclause 9.6.6), or other dangerous substances which may cause damage or injury to property or persons.
 - 9.6.2. None of its personnel or invitees wear gang patches or paraphernalia at any time while in the Venue.
 - 9.6.3. No lottery, raffle, betting, gambling, or game of chance of any kind is conducted at the Venue.
 - 9.6.4. No radio or television broadcast or films, recordings or video tapes or any type of electronic or digital recording of any kind whatsoever are to be finalised by the Hirer.
 - 9.6.5. No drones are permitted at the Venue.
 - 9.6.6. For all circuit Events, the Hirer comply with the current regulations regarding Fuel Handling and Storage as dictated in the Code of Practice for Motorsport Fuel (Storage and Handling Manual).
 - 9.6.7. In relation to fuel storage, in any one garage within the Venue is limited to 40 litres and must be stored in approved and sealed fuel containers.
 - 9.6.8. The Hirer does not store fuel overnight subject to complying with the Venue Operator's direction.
- 9.7. Electrical Use and Installation:**
- 9.7.1. The Hirer must:
 - 9.7.1.2 Not permit any electrical devices into the Venue unless the Venue Operator is satisfied that such device has been inspected by a suitably qualified electrician or trained person and complies with New Zealand standards.
 - 9.7.1.3 Not connect any electrical installation or equipment or fitting to the electricity supply of the Venue without obtaining the Venue Operator's prior approval.
 - 9.7.1.4 Meet all costs associated with the use of approved electrical devices or any approved electrical installation or connections.
- 9.8. Temporary Structures:** The Hirer must not construct or erect any rigging, scaffolding or other temporary structure or suspend any object or thing from the ceiling of any facility without the prior written consent of the Venue Operator.
- 9.9. Waste Oil:** The Hirer must ensure that the waste oil containers provided throughout the pits, is for the dumping of waste oil only. Oil filters, gloves, rags, and oil containers need to be removed from the venue or disposed of in the skip bin located behind the scrutineering shed.
- 9.10. Tyres:** The Hirer must ensure that all used tyres are removed from the Venue. The Booking Value will reflect any removal of tyres that the Venue Operator is responsible at the current disposal rate.
- 9.11. Illegal or Contraband Material:** During the Hire Period the Hirer is prevented from bringing into the Venue any illegal or contraband material including but not limited to drugs

10. VENUE SETUP / PACK DOWN

- 10.1 **Set up / Pack down Requirements:** Unless agreed otherwise in the Booking Sheet the parties will formulate and record in writing, within 10 Working Days prior Commencement, the Venue set up requirements and responsibilities for the Event, based on the following information:
- 10.1.1 Event layout;
 - 10.1.2 Event programme/timetable including all breaks/catering requirements;
 - 10.1.3 Equipment and Technical requirements;
 - 10.1.4 Equipment being brought to the Venue;
 - 10.1.5 Food and beverage requirements;
 - 10.1.6 Health and Safety Plan; and
 - 10.1.7 All requirements as to the Services to be provided by the Venue Operator.
- 10.2 The Hirer is responsible for removing equipment and supplies used during the Hire Period, and as specified in the Booking Sheet.
- 10.3 **Advance Deliveries:** The Venue Operator's prior approval is required for any delivery to the Venue before the Hire Period of equipment or supplies for the Event.
- 10.4 **Receipt of Deliveries:** The Hirer is responsible to ensure that Deliveries of equipment or other items are appropriately insured. The Venue Operator takes no responsibility for loss or damage to the Delivery.
- 10.5 **Repairs and Reinstate:** Upon completion of the Hire Period the Hirer shall leave the Venue in the same condition as it was at Commencement. The Hirer is responsible (at its cost) for restoring the Venue to the condition it was in prior to the Hire Period, and for the cost of repairing any damage to the Venue caused by the Event or the Hirer, by no later than six working days following the Hire Period, if this is not remedied in this period, the Hirer will be charged Administration costs.

11. SERVICES

- 11.1 In addition to provision of the Venue, the Venue Operator may provide other Services, through approved providers, on the terms to be agreed between the Parties in the Booking Sheet.

12. TICKETING

- 12.1 If the Events are to be marketed to the public with tickets publicly available, the Hirer must use the Ticketing System in the manner set out in this clause.
- 12.1.1 **Ticketing Agent:** all tickets must be printed and sold through the Hirer's nominated ticketing agent, at the Hirer's cost.
- 12.1.2 **Ticket sales:** Tickets to the Event will not go on sale until the Venue Operator has received this Agreement, duly signed by the Hirer, and the Venue Operator has approved the Provisional Booking Sheet and received the Deposit.
- 12.1.3 **Refund Policy:** 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.
- 12.1.4 **Ticketing Agent Authorisation:** The Hirer authorises the ticketing agent to deduct from proceeds of any ticket sales for the Event and pay directly to the Venue Operator, at the Venue Operator's request, any amounts payable by the Hirer to the Venue Operator under this Agreement.
- 12.1.5 **Venue Operator Access:** Any personnel of the Venue Operator shall always have access to the Venue (whether or not they have a ticket for access) if they produce a Manfeild Photo Identification Card. Requests and/or directions of any personnel of the Venue Operator must be complied with by the Hirer.

13. CATERING (FOOD AND BEVERAGE)

- 13.1 **No Food or Beverage:** The Hirer, and its personnel and invitees must not bring any commercially made food or beverage into the Venue without the Venue Operator's Consent. The Venue Operator and the Venue's Caterer will not be liable in relation to any food that has been brought into the Venue or removed from the Venue.
- 13.2 **Venue Caterer:** The Hirer acknowledges that any service of food or beverage at the Venue will be provided by the Venue Operator's Venue Caterer.
- 13.3 **Alcohol:** If the Hirer wishes to have alcohol available for the Event, the Hirer must advise the Venue Operator at the time of entering the Booking Sheet and comply with all conditions and requirements of the Venue Caterer including the conditions of its liquor license.
- 13.4 The Venue Operator accepts no responsibility or liability in relation to the consumption of food or beverage at the Venue or offsite provided by the Venue Caterer.

14. STAFF/APPROVED PROVIDERS

- 14.1 **Approved Providers:** The Venue Operator has staff and approved providers that may assist with the operation of the Event, including event production companies, security personnel, technicians, cleaners, and other approved providers. Where the cost of the approved provider is not included in the Booking Value then the cost will be an additional charge paid by the Hirer at a rate determined solely by the Venue Operator.
- 14.2 **Non-approved Providers:** If the Hirer wishes to use a provider who is not a Venue approved provider, they must provide evidence that the provider meets the appropriate health and safety requirements as requested by the Venue Operator.

15. PROMOTION AND ADVERTISING

- 15.1 **Promotion:** The Hirer will be responsible for all aspects of promotion of the Event, including on-field signage, public address, programme, printing, ticket management and presales if no in-place advertising hoarding or signage will be obscured at any time during the Event. The Hirer agrees that any advertising or promotion of the Event that refers to the Venue Operator is subject to the Venue Operator's prior approval.
- 15.2 **Approval:** The Hirer must obtain the Venue Operator approval of all advertising for an Event prior to publication, particularly in relation to sponsor acknowledgement, use of the Venue's name and logo and contact details and the overall look and feel of the advertising.
- 15.3 **Sponsors:** The Venue Operator has arrangements with sponsors, including naming rights sponsors for parts of the Venue ("Venue Sponsors"). The Hirer will, prior to the Event, advise the Venue Operator of any sponsors or proposed sponsors for the Event ("Event Sponsors") and obtain the consent of the Venue Operator to such Event Sponsors. The Hirer will not do anything to put the Venue Operator in breach of its obligations to Venue Sponsors.
- 15.4 **Flyer advertising:** The Hirer must seek the Venue Operator's permission to distribute flyers onto vehicles parked within the Venue.

16. HEALTH AND SAFETY

- 16.1 The Venue Operator and the Hirer recognise each other's status as independent businesses. In accordance with the Health and Safety at Work Act 2015 ("HSWA") and its associated regulations, the parties are committed to work closely together to achieve joint duties under HSWA and will always comply with the requirements of HSWA.
- 16.2 The Hirer must provide the Venue Operator with copies of its health and safety plans and policies, including any additional health and safety plans related to the ongoing Covid-19 pandemic in line with the Ministry of Health guidelines, by no later than 10 working days prior to the hire period.

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Initials of Hirer & Venue Operator

- 16.3 The Hirer must ensure, so far as reasonably practicable:
- 16.3.1 The health and safety of all persons in the Area during the Hire Period;
 - 16.3.2 That no action or inaction of the Hirer affects the health and safety of the Venue Operator's employees;
 - 16.3.3 That it eliminates risks to health and safety, and, if it is not reasonably practicable to eliminate risks, minimise those risks so far as reasonably practicable;
 - 16.3.4 That it has complied with all requirements and respect of fire safety
 - 16.3.5 That it completes a first aid risk assessment to cover operations during the Hire Period and provides the necessary provision of first aid as identified by this risk assessment process throughout the Event;
 - 16.3.6 that it consults, cooperates, and coordinates activities and safety processes with the venue operator in line with section 34 of HSWA, and enters reasonable arrangements to ensure risks are collectively managed;
 - 16.3.7 complies with the Venue Operator's policies and procedures. The Hirer confirms that they have received and read copies of the Venue Operator's policies and procedures;
 - 16.3.8 due regard to any risks that may arise in performing its obligations under this Agreement.
- 16.4 **Notification:** The Hirer must immediately notify the Venue Operator of any risks to health and safety arising from the Event or during the hire. And shall advise of any risks to health and safety which may affect the safety of any persons within the Area. The Hirer must:
- 16.4.1 Notify the Venue Operator immediately in the event of any incident occurring at the Venue or in relation to this Agreement, where that incident causes any damage to property, personal illness, injury, or death. If the incident is deemed to be a notifiable event WorksafeNZ will need to be advised. For more information regarding what is a notifiable event please visit: <http://www.business.govt.nz/worksafe/notifications-forms/notifiable-events>.
 - 16.4.2 Assess all reasonably foreseeable risks to health and safety that may affect the Venue Operator or any third party arising out of or in any way connected with the performance of this Agreement and provide a copy of such assessments to the Venue Operator upon request, and promptly take all reasonably practicable steps to eliminate or minimise such risks and must notify and co-operate with the Venue Operator accordingly.
 - 16.4.3 Fully co-operate with the Venue Operator and any other parties as necessary to ensure that all reasonably foreseeable risks to health and safety are eliminated or minimised; and
 - 16.4.4 Take all reasonably practicable steps to ensure that no act or omission is a breach of any duty or obligation of the Hirer under the Health and Safety at Work Act 2015 and associated regulations, or any safety requirements as may reasonably be required by the Venue Operator.
- 16.5 **Hirer Responsibility:** The Hirer must ensure that everyone working or otherwise at the Venue during the Hire Period acts in accordance with and always complies with the Venue Operator's policies and procedures, including those relating to health and safety, security and access, and non-smoking policy.
- 16.6 **Amusement Devices:** Amusement devices include any fairground rides and any other mechanically powered unit that is used for rider entertainment. The Hirer must obtain the following before operating such amusement devices:
- 16.6.1 An engineer's examination certificate confirming that the device has been examined in accordance with the regulations and can be operated safely;
 - 16.6.2 A certificate of registration through WorkSafe New Zealand; and
 - 16.6.3 And a permit to operate through the Manawatu District Council.
- 17. NOISE**
- 17.1 The Hirer agrees and acknowledges the following:
- 17.1.1 **Hirer responsibility:** That the level of noise at the Venue does not exceed the limit, as advised by the Venue Operator from time to time. The Hirer must advise the Venue Operator of the true and accurate intended use of the Venue and the Venue Operator will include the details of the levels of noise permitted for the event in each Booking Sheet.
 - 17.1.2 **Noise Resource Consent:** The Venue Operator's Noise Resource Consent governs the noise emissions of the Venue. Circuit activity is governed by the National Body standards. All non-circuit-based events must comply with the Venue's zone consent.
 - 17.1.3 Listed below are the noise categories and corresponding performance standards for circuit activity. Refer to clause 17.2 for monitoring detail.
- | Category | Performance Standard |
|----------|---------------------------|
| A | 75 dBA L10
90 dBA Lmax |
| B | 65 dBA L10
80 dBA Lmax |
| C | 55 dBA L10
75 dBA Lmax |
- 17.1.4 All vehicles used at the Venue must be fitted with an effective muffler which must always remain on the vehicle. Vehicles not complying with noise emissions requirements are to be removed from the circuit until such time as they comply.
- 17.1.5 The Hirer must not allow competitors to start and run their engines earlier than 8:00am.
- 17.1.6 The activity on the circuit is limited to between the hours of 9:00am – 4:30pm, unless by prior arrangement with the Venue Operator and in conjunction with the Venue Operator's Noise Resource Consent.
- 17.2 **Monitoring:** The Hirer acknowledges that any Event may be monitored by the Venue Operator for noise levels and reported on.
- 17.3 **Complaints:** any excessive noise reported or any complaint in relation to noise made to the Venue Operator or the local Council will be investigated, and this may affect future hire arrangements to the extent that the Hirer may be prevented from subsequent bookings of the Venue. Any resulting fines or penalties will be the responsibility of the Hirer.
- 18. CANCELLATION OR CHANGES TO THE HIRE PERIOD**
- 18.1. If the Hirer cancels an Event for any reason or changes the Hire Period, the following cancellation provisions will take effect:
- 18.1.1 Where cancellation of the Event or changes to the Event Period occurs prior to 10 Working Days of the Commencement, the Venue Operator will invoice the Hirer for any costs incurred by the Venue Operator prior to and including such cancellation. The Venue Operator reserves all rights to receive any

- unpaid invoice including legal fees and costs associated with such recovery.
- 18.1.2. Where cancellation or changes to the Event Period occurs within 10 Working Days of the Commencement, 100% of the Booking Value will be payable by the Hirer. The Venue Operator reserves all rights to recover such monies including legal fees and costs associated with such recovery and clause 5.6 will apply for any late payment.
- 18.1.3. Where cancellation is due to a Covid-19 Government enforced level change clause 19 of the Terms and Conditions apply.
- 18.2. The Venue Operator may postpone an Event if it deems reasonably necessary to do so in the interests of safety. If the Venue Operator postpones an Event under this Clause the Venue Operator will hold no responsibility for any loss incurred by the Hirer but will use its best endeavours to find a suitable alternative date for the Hirer's event.
- 19. COVID-19**
- 19.1. Notwithstanding any other clause of these Terms and Conditions, if the Event is cancelled by the Venue Operator due to government enforced Level Changes in response to Covid 19, the Venue Operator will refund the deposit on the following basis:
- 19.1.1 Refund 100% of the deposit if cancellation occurs 14 days prior to the Commencement or Hire Period;
 - 19.1.2 Refund 75% of the deposit if cancellation occurs 7 days prior to the Commencement or Hire Period;
 - 19.1.3 Refund 50% of the deposit if cancellation occurs 48 hours prior to the Commencement or Hire Period;
 - 19.1.4 Refund 25% of the deposit if cancellation occurs 24 hours prior to the Commencement or Hire Period.
- 19.2. Notwithstanding clause 19.1 the Venue Operator reserves all rights to recover any costs incurred by the Venue Operator for the preparation of the Event.
- 19.3. The deposit may be transferred to a postponement date at the discretion of the Venue Operator.
- 20. INSURANCE**
- 20.1. The Hirer is responsible for ensuring the arrangement and maintenance of any insurance that the Venue Operator considers necessary and adequate. This includes public liability insurance cover, which is required for medium-to-high risk events to protect you against claims made by third parties for damage to people or assets (minimum policy limited of two million dollars).
- 21. TERMINATION**
- 21.1. The Venue Operator may immediately terminate this Agreement by notice in writing to the Hirer if any of the following events have occurred:
- 21.1.1. The Hirer goes into liquidation or has a receiver or statutory manager appointed of any assets, becomes insolvent or makes any arrangement with creditors; or
 - 21.1.2. The Hirer is in material breach of this Agreement and either:
 - 21.1.2.1 The breach is not capable of remedy;
 - 21.1.2.2 The Hirer fails to remedy the breach within 14 days of receipt of a written notice specifying the breach and requiring it to be remedied.
- 21.2. **Obligations on Termination:** Upon termination of this Agreement 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 because of termination of this Agreement.
- 21.3. **Without Prejudice:** termination is without prejudice to the accrued rights and remedies of the Parties.
- 22. LIABILITY AND INDEMNITY**
- 22.1. **Indemnity:** The Hirer indemnifies and agrees to keep indemnified, any loss, cost, expenses, or damages suffered or incurred by, or any action, demand or claim brought against the Venue Operator in connection with:
- 22.1.1. Any breach of this Agreement by the Hirer or its personnel;
 - 22.1.2. The Hirer's use of the Venue to stage the Event including any damage to the Venue or Areas, the bringing of dangerous goods into the Venue or Area; and
 - 22.1.3. The acts or omissions of the Hirer or any of its personnel.
- 22.2. The Venue Operator is not responsible for the loss of or damage to any of the Hirer's property in the Venue or Area. Any equipment brought into the facility is at the Hirer's own risk.
- 22.3. The Venue Operator does not warrant the Venue is suitable for the Event.
- 22.4. The Venue Operator is not liable for any loss or expense that the Hirer incurs if the Venue Operator is not able to make the Venue available because of fire, flood, earthquake, pandemic, failure or other unavailability of any area or other event beyond the Venue Operator's control.
- 22.5. To the extent permitted by Law and without limiting any of the Hirer's rights under the Consumer Guarantees Act 1993:
- 22.5.1. The Venue Operator shall not be liable to you for any loss arising under or in connection with this Agreement, whether in contract, tort, or otherwise.
 - 22.5.2. The maximum amount of the Venue Operator's liability under or in relation to this Agreement for any loss, damage claim or expenses is limited to the amount of the hire fees.
- 22.6. **Indirect/Consequential Loss:** The Venue Operator 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.
- 22.7. Unless in a situation where insurance held by either the Hirer or the Venue Operator will cover any loss, the extent of the Venue Operator'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 Booking Value.
- 23. NOTICES**
- 23.1. **Form:** Any notice under this Agreement between the parties must be made in writing and may be personally delivered, posted, or emailed to the addresses set out in the Terms and Conditions or to such other addresses as agreed between the parties.
- 23.2. **Delivery:** Notices will be deemed to be given:
- 23.2.1 Where served personally, upon delivery;
 - 23.2.2 Where served by post, 3 Working Days after posting;
 - 23.2.3 Where served by email, upon email receipt confirmation.
- 24. FORCE MAJEURE**
- 24.1. Neither party will have any liability to the other under the Terms and Conditions if it is prevented from or delayed in

- performing its obligations under the Terms and Conditions, or from carrying on its business by act, events, omission or accidents beyond its reasonable control, including acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, governmental action, including any law, order or direction promulgated by any governmental authority specifically in response to the outbreak containment of the Covid-19 pandemic, fire, communication line failures, power failures, earthquakes or other disaster ("Force Majeure"), provided, however, that:
- 24.1.1. Such party's performance is only excused to the extent of such delay;
 - 24.1.2. Such party promptly notifies the other party in writing, of the cause of such delay and the steps that it is taking to remedy such delay;
 - 24.1.3. Such party uses reasonable efforts to implement the steps to remedy such delay and resume its obligations under this Agreement as soon as possible; and
 - 24.1.4. Such delay could not have been avoided by the reasonable efforts of such party.
- 24.2. Subject to clause 24.1, if either Party cancels an Event due to a Force Majeure Event, then all payments already made by the Hirer will be promptly returned to the Hirer less any amounts that have already been paid by the Hirer for the provision of the use of the Venue pursuant to the Booking that cannot be recouped by the Venue Operator and the Venue Operator to retain reasonable costs and expenses incurred
- 25. SEISMIC ACTIVITY**
- 25.1 Notwithstanding clause 24.1 (Force Majeure) of this Agreement, on the occurrence of any seismic activity in Manawatu or its surrounds which has, or is likely to have had an adverse effect on the building integrity of the Venue, (including its facilities and infrastructure) such that access or the safety of the public and/or service providers to the Venue is in doubt (as determined by the Venue Operator in its sole discretion), the Venue Operator shall be entitled to immediately suspend the Booking Sheet and the performance of any and all obligations in terms (without any liability or compensation due to the Hirer) thereof until the Venue Operator has received written confirmation, to its satisfaction, that the Venue is safe and fit for the intended use.
- 26. ENTIRE AGREEMENT**
- 26.1 This Agreement supersedes all prior understanding, arrangements, or other agreements, between the parties in relation to its subject matter and contains the parties entire agreement in relation to its subject matter.
- 27. NO TENANCY RIGHTS**
- 27.1 Nothing in this Agreement shall create any tenancy rights in respect of the Venue.
- 28. NO WAIVER**
- 28.1 No waiver or any breach, or failure to enforce any provision of this Agreement at any time by either party shall in any way effect, limit or waive such party's right to enforce and compel strict compliance with the provisions of this Agreement.
- 29. ASSIGNMENT**
- 29.1 The Hirer may not assign any of its rights, or transfer any of its obligations, to a third party with the Venue Operator's prior written consent (such written consent may not be unreasonably withheld or delayed).
- 30. SEVERABILITY**
- 30.1 If at any time any part of the Terms and Conditions is held by a court to be unreasonable, illegal, invalid, or unenforceable for any reason whatsoever, that term will be enforced to the maximum extent permissible to affect the parties' intent, and the remainder of the Terms and Conditions will continue in full force and effect.
- 31. RELATIONSHIP**
- 31.1 Nothing contained or implied in this agreement or in the relationship between the parties shall be consumed to constitute a partnership between the Parties. Instead, the relationship of the parties shall always be that of independent contracting parties.
- 31.2 No party will, in relation to this Agreement, pledge the credit of, or make representation on behalf of the other Party without the prior consent of that Party.
- 32. COSTS**
- 32.1 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 except as where otherwise provided in this Agreement.
- 33. APPLICABLE LAW**
- 33.1 The laws of New Zealand shall govern this Agreement and both parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 34. GOODS & SERVICES TAX**
- 34.1 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. SURVEILLANCE CAMERAS**
- 35.1 The Hirer acknowledges that the Venue Operator has surveillance cameras located throughout the Venue in the interests of safety and security. The Venue Operator will comply with its obligations under the Privacy Act 2020.
- 36. PERSONAL INFORMATION**
- 36.1 Where the Venue Operator collects any personal information to the extent permitted by the Privacy Act 2020 in relation to the Hirer, the Hirer authorises the:
- 36.1.1 Collection of such personal information,
 - 36.1.2 Use of such personal information for the purposes of enabling the Hirer to hire the Venue and the Venue Operator to provide Services, and
 - 36.1.3 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.
- 37. POST EVENT INFORMATION**
- 37.1 The Venue Operator may request post event information including crowd attendance and any commercial footage, this will be used for internal purposes only. The Venue Operator may also request a post event debrief to assist with process improvements and to measure customer satisfaction.
- 38. DISPUTES OR DIFFERENCES**
- 38.1. If a party has any dispute with another party in connection with this Agreement, then:
- 38.1.1 That party will promptly give full written particular off the dispute to the other party ("dispute notice")

- 38.1.2. Following receipt of this Dispute Notice, the parties will promptly meet and try and resolve the dispute.
 - 38.2. If the dispute is not resolved within 14 days of receipt of the Dispute Notice, either party may refer the dispute to mediation by written notice to the other ("Mediation Notice") and the following will apply:
 - 38.2.1. The mediation will be conducted as soon as possible in Feilding, New Zealand
 - 38.2.2. If the parties cannot agree on a mediator within 5 working days of the date of the mediation notice, the mediator will be selected at the request of either party by the president for the time being of the Resolution Institute or its successor.
 - 38.3. The terms of reference for the mediation, if not agreed between the parties within 5 Working Days of the date of the Mediation Notice, will be the model mediation terms suggested by the Resolution Institute.
 - 38.4. If the parties cannot resolve the dispute by way of mediation as above, then either party may commence court proceedings against the other.
 - 38.5. Nothing in this clause prevent a party from applying to court for an injunction.
39. **CONFIDENTIALITY**
- 39.1. The contents of this Agreement and all information exchanged by the parties which is of a confidential nature will remain confidential to the Parties. Neither party shall divulge such information to any persons (except to their employees, for whom that party will be responsible, and then only to those employees who need to know) without the other party's prior written consent. This obligation does not extend to information which:
 - (I) was already known to the receiving party at the time of disclosure;
 - (II) is developed by the receiving party without reference to the confidential information of the disclosing party;
 - (III) is received from a third party not known by the receiving party to be subject to any obligation of confidentiality to the disclosing party;
 - (IV) which is in or enters the public domain through no fault of the receiving party; or
 - (V) may be disclosed by mutual written agreement of the parties.