



## CORPORATE SUITE 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.

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

## 1. INTERPRETATION

### 1.1. DEFINITIONS

In the Terms and Conditions:

**Administration costs** means all reasonable costs incurred by the Venue Operator enforcing the Terms and Conditions, and the Confirmed Booking.

**Approved Provider** means the approved service providers of the Venue Operator including staff providers.

**Booking Sheet** is the Provisional Booking Sheet including any agreed variations, once confirmed by the parties in accordance with clause 6.3 of the Terms and Conditions.

**Booking Value** means the fee to be paid by the Hirer to hire the Venue, and as outlined in the Booking Sheet, including any estimated amounts for services.

**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.

**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 in accordance with clause 6.4 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 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.

**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 the 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 Condition's** means these terms and conditions including any schedule or annexure to it.

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

**Venue** means the areas hired specified in the Booking Sheet within Manfeild Park.

**Venue Caterer** means the venue catering service of the Venue Operator, confirmed in the Booking Sheet.

**Venue Operator** means Manfeild Park Trust, the legal owner of the Venue.

**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. TERMS AND CONDITIONS

- 3.1. The Terms and Conditions should be read in full, alongside the Provisional Booking Sheet.
- 3.2. The Terms and Conditions will apply at all times during the Hire Period.
- 3.3. 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 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. RIGHT OF ACCESS

- 4.1. The Hirer shall have right of access to the Venue for the purposes of holding the Event during the Hire Period. Which includes access to the Venue for the purposes of set up and take down before and after the Event. The Hirer agrees it does not have access to any other area of the Venue and will ensure that its personnel are aware of the excluded areas.

## 5. THE BOOKING VALUE

- 5.1. The Hirer agrees to pay the Booking Value in accordance with the Terms and Conditions, and the Booking Sheet unless otherwise agreed between the Parties in writing.
- 5.2. The Hirer agrees to pay the Venue Operator:
  - 5.2.1. Unless otherwise stated in the Booking Sheet, a deposit amount equal to 50% of the Booking Value is payable within seven days of invoice;
  - 5.2.2. The balance of the Booking Value in accordance with the terms of the invoice;
  - 5.2.3. All additional charges incurred by the Venue Operator from the Event including:
    - 5.2.3.1. Damages and cleaning caused during the Hire Period or through any breach of the Terms and Conditions;
    - 5.2.3.2. The provision of additional services by the Venue Operator, including contractors;
    - 5.2.3.3. Any theft of the Venue Operator's property from the Venue during the Hire Period;
    - 5.2.3.4. Any costs, losses or expenses the Venue Operator incurs due to any breach of the Terms and Conditions;
    - 5.2.3.5. Any emergency services call out for fire alarm activation for nonemergency situations; and
    - 5.2.3.6. The Hirer, or its personnel remaining at the Venue beyond the Hire Period.
- 5.3. The Venue Operator reserves the right to make additional charges for security, cleaning and technicians for any Event.
- 5.4. Where the Hirer fails to pay an invoice due, the Venue Operator may without prejudice to any other remedies cancel the Hirer's booking and reserves the right to refuse any subsequent bookings that the Hirer may request.
- 5.5. The Venue Operator may charge default interest at the rate of 5% per month on all amounts outstanding under the Terms and Conditions, and all costs of recovery including solicitor and debt collection fees.

## 6. THE BOOKING PROCESS

- 6.1. The Provisional Booking Sheet alone does not constitute a Confirmed Booking.
- 6.2. Prior to the Confirmed Booking the Hirer and Venue Operator may withdraw from the Provisional Booking Sheet by written notice to the other party.

**X**

- 6.3. 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.
  - 6.4. 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.
  - 6.5. The Hirer agrees to pay the Booking Value in accordance with the Booking Sheet and clause 5 of the Terms and Conditions.
  - 6.6. The Venue Operator may charge the Hirer a non-refundable Deposit at the Venue Operator's sole discretion, and as detailed in the Booking Sheet,
  - 6.7. An invoice will be issued by the Venue Operator on confirmation of the Provisional Booking Sheet.
  - 6.8. 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.
- 7. HIRER RESPONSIBILITY**
- 7.1. During the Hire Period, the Hirer will:
    - 7.1.1. Only use the Venue to hold the Event;
    - 7.1.2. Take all reasonable steps to ensure that its personnel, invitees, and customers do not cause any damage to the Venue during the Hire Period;
    - 7.1.3. Obtain relevant authority for any permit, consent, or licence necessary to conduct the Event and will ensure that such permits, consent, licence are maintained during the Hire Period;
    - 7.1.4. 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;
    - 7.1.5. Ensure that its personnel comply with all applicable statutes, bylaws, and rules of conduct for the Venue and any directions of the Venue Operator;
    - 7.1.6. Not permit any electrical devices into the Venue unless evidence is provided to the Venue Operator that such devices been inspected by a qualified electrician and complies with New Zealand standards;
    - 7.1.7. Meet all costs associated with the use of approved electrical devices or any approved electrical installation or connection;
    - 7.1.8. Not construct or erect any temporary structure in the Venue without prior approval of the Venue Operator;
    - 7.1.9. Ensure that its personnel do not bring to the Venue any firearms, explosives, flammable liquids, or other dangerous substances which may cause damage or injury to property or persons;
    - 7.1.10. Ensure none of its personnel wear gang patches or paraphernalia at any time while in the Venue; and
    - 7.1.11. Ensure that no lottery, raffle, betting, gambling, or game of chance of any kind is conducted at the Venue.
    - 7.1.12. Not bring onto the Venue any illegal or contraband material including but not limited to drugs.
- 8. CATERING**
- 8.1. The Hirer acknowledges and agrees that any service of food or beverage at the Venue shall be provided by a Venue Caterer.
  - 8.2. The Venue Caterer is required to comply with all food safety compliance.
  - 8.3. The Venue Operator and the Venue Caterer will not be liable in relation to any food that has been brought into the Venue or removed from the Venue by the Hirer or its invitees.
  - 8.4. If the Hirer wishes to have alcohol available for the event, the Hirer must advise the Venue Operator at the time of booking and comply with all conditions and requirements of the Venue Caterer including the conditions of its liquor licence.
  - 8.5. 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.
- 9. SERVICES AND STAFF**
- 9.1. The Venue Operator has staff and Approved Providers that may assist with the operation and Service of the Event. The cost of the staff and Approved Provider is not included in the Booking Value, the cost will be an additional charge paid by the Hirer at the rate determined by the Venue Operator.
  - 9.2. The Hirer must obtain Venue Operator consent if it wishes to use an alternative provider. The Hirer must provide evidence that the alternative provider has appropriate compliance qualifications and meets the appropriate health and safety requirements, so that the Venue Operator can consider the request.
- 10. HEALTH AND SAFETY**
- 10.1. 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 the joint duties under HSWA and will always comply with the requirements of HSWA.
  - 10.2. 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 ten (10) working days prior to the Commencement.
  - 10.3. The Hirer will ensure, so far as reasonably possible:
    - 10.3.1. The health and safety of all persons in the area during the Hire Period;
    - 10.3.2. That no action or an action affects the health and safety of the Venue Operator's and employees;
    - 10.3.3. It eliminates risk to health and safety, and if not reasonably practical to eliminate, that it minimises those risks;
    - 10.3.4. Comply with all requirements in respect of fire safety;
    - 10.3.5. Complete first aid risk assessment cover operations during the Hire Period; and
    - 10.3.6. Comply with the Venue Operator's policies and procedures.
  - 10.4. The Hirer must ensure that everyone working or otherwise at the Venue during the Hire Period acts in accordance with and at all times complies with the Venue Operator's policies and procedures, including those relating to health and safety, security and access, and non-smoking policies.
- 11. NOTIFICATION**
- 11.1. The Hirer must immediately notify the Venue Operator of any risks to health and safety arising from the Event or during the Hire Period. And shall advise of any risks to health

**X** \_\_\_\_\_

- and safety which may affect the safety of any persons within the Area.
- 11.2. The Hirer must:
- 11.2.1. Notify the Venue Operator immediately in the event of any incident occurring at the Venue or in relation to this Booking 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>
- 11.2.2. 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 Booking 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 cooperate with the Venue Operator accordingly;
- 11.2.3. 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.
- 12. INSURANCE**
- 12.1. The Venue Operator does not undertake to arrange for or maintain any insurance cover for the Venue or the Event for the Hirer's benefit.
- 12.2. The Hirer is responsible for ensuring the arrangement and maintenance of any insurance considered necessary and adequate.
- 13. CANCELLATION OR CHANGES TO THE HIRE PERIOD**
- 13.1. If the Hirer cancels an Event for any reason or changes the Hire Period, the following cancellation provisions will take effect:
- 13.1.1. 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.
- 13.1.2. Where cancellation or changes to the Event Period occurs within 10 Working Days prior to 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 5.5 will apply for any late payment.
- 13.1.3. Where cancellation is due to a Covid-19 Government enforced level change clause 18 of the Terms and Conditions apply.
- 14. TERMINATION**
- 14.1. The Venue Operator may immediately terminate the Booking Sheet by notice in writing to the Hirer if any of the following events have occurred:
- 14.1.1. 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
- 14.1.2. The Hirer is in material breach of the Terms and Conditions and either:
- 14.1.2.1. the breach is not capable of remedy; and
- 14.1.2.2. 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.
- 14.2. Such termination will be without prejudice to the Venue Operator's right to recover the Booking Value, and other money payable by the Hirer under this Booking, and the rights of the Venue Operator in respect of any earlier breach of any of the provisions contained in the Terms and Conditions.
- 15. INDEMNITY**
- 15.1. 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:
- 15.1.1. Any breach of the Terms and Conditions by the Hirer or its personnel;
- 15.1.2. The Hirers use of the Venue to stage the Event including any damage to the Venue, the bringing of dangerous goods into the Venue; and
- 15.1.3. The acts or omissions of the Hirer or any its personnel.
- 15.2. To the fullest extent permitted by law the Hirer indemnifies the Venue Operator from and against all claims, demands, losses, damages, costs, and expenses arising from the Hirer's use of the Venue or any breach of the Terms and Conditions.
- 15.3. The Venue Operator is not responsible for the loss of or damage to any of the Hirer's property in the Venue. Any equipment brought into the facility is at the Hirers own risk.
- 15.4. The Venue Operator does not warrant the Venue is suitable for the Event.
- 15.5. 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.
- 15.6. To the extent permitted by Law and without limiting any of the Hirer's rights under the Consumer Guarantees Act 1993:
- 15.6.1. The Venue Operator shall not be liable to the Hirer's for any loss arising under or in connection with this Booking, whether in contract, tort, or otherwise.
- 15.6.2. The maximum amount of the Venue Operator's liability under or in relation to this Booking for any loss, damage claim or expenses is limited to the amount of the Booking Value.
- 16. NOTICES**
- 16.1. Any notice under the Terms and Conditions between the parties must be made in writing and may be personally delivered, posted, or emailed to the addresses set out in the Booking Sheet or to such other addresses as agreed between the parties.
- 16.2. Notices will be deemed to be given:
- 16.2.1. Where served personally, upon delivery;
- 16.2.2. Where served by post, 3 Working Days after posting;
- 16.2.3. Where served by email, upon receipt of the correct email receipt confirmation.
- 17. FORCE MAJEURE**
- 17.1. 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:
- 17.1.1 Such party's performance is only excused to the extent of such delay;
  - 17.1.2 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;
  - 17.1.3 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
  - 17.1.4 Such delay could not have been avoided by the reasonable efforts of such party.
- 17.2 Subject to clause 17.1, 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.
- 18 COVID-19**
- 18.1 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:
    - 18.1.1 Refund 100% of the Deposit if cancellation occurs 14 days prior to the Commencement or Hire Period;
    - 18.1.2 Refund 75% of the Deposit if cancellation occurs 7 days prior to the Commencement or Hire Period;
    - 18.1.3 Refund 50% of the Deposit if cancellation occurs 48 hours prior to the Commencement or Hire Period;
    - 18.1.4 Refund 25% of the Deposit if cancellation occurs 24 hours prior to the Commencement or Hire Period.
  - 18.2 Notwithstanding clause 18.1 the Venue Operator reserves all rights to recover any costs incurred by the Venue Operator for the preparation of the Event and may recover any such costs from the Deposit prior to any refund pursuant to clause 18.1.
  - 18.3 The Deposit may be transferred to a postponement date at the discretion of the Venue Operator.
- 19 ASSIGNMENT**
- 19.1 The Hirer may not assign any of its rights, or transfer any of its obligations, to a third party without the Venue Operator's prior written consent (such written consent may not be unreasonably withheld or delayed).
- 20 ENTIRE TERMS AND CONDITIONS**
- 20.1 The Terms and Conditions 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 this subject matter.
- 21 RELATIONSHIP**
- 21.1 Nothing contained or implied in the Terms or Conditions or in the relationship between the parties shall be construed so as to constitute a partnership between the Parties. Instead, the relationship of the parties shall always be that of independent contracting parties.
- 21.2 No party shall, in relation to this Booking, pledge the credit of, or make representation on behalf of the other Party without the prior consent of that Party.
- 22 LAW**
- 22.1 The laws of New Zealand shall govern this Booking and both parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 23 CONFIDENTIALITY**
- 23.1 The contents of the Terms and Conditions, 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:
    - 23.1.1 Was already known to the receiving party at the time of disclosure;
    - 23.1.2 Is developed by the receiving party without reference to the confidential information of the disclosing party;
    - 23.1.3 Is received from a third party not known by the receiving party to be subject to any obligation of confidentiality to the disclosing party;
    - 23.1.4 Which is in or enters the public domain through no fault of the receiving party; or
    - 23.1.5 May be disclosed by mutual written agreement of the parties.
- 24 NO TENANCY RIGHTS**
- 24.1 Nothing in this Booking shall create any tenancy rights in respect of the Venue.
- 25 NO WAIVER**
- 25.1 No waiver or any breach, or failure to enforce any provision of the Terms and Conditions 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 the Terms and Conditions.
- 26 SEVERABILITY**
- 26.1 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.
- 27 DISPUTE RESOLUTION**
- 27.1 If a dispute arises between the parties to the Terms and Conditions, then either party must send to the other party a notice of dispute in writing which adequately identifies and provides details of the dispute. Within fourteen (14) days after service of such a notice, the parties will meet in good faith to attempt to resolve the dispute.
  - 27.2 At any such meeting, each party may be represented by a person having authority to agree to a resolution of the dispute.
  - 27.3 If the dispute cannot be resolved after such a meeting, either party may be further notified in writing, and refer the matter to an arbitrator.
  - 27.4 The arbitration will be by one arbitrator to be agreed upon by the parties and if they should fail to agree within twenty-one (21) days from the date of the further notice then to be appointed by the President for the time being of the Manawatu Branch of the New Zealand Law Society.

**X** \_\_\_\_\_