

Venues Ōtautahi Venue Hire Agreement

General Terms & Conditions

1. Definitions and Interpretation

1.1 Definitions: In this Agreement unless the context otherwise requires:

Agreement means the venue hire agreement between Venues Ōtautahi and the Hirer, as amended from time to time by agreement by the parties, comprising these General Terms and Conditions, the Specific Terms, and any schedules or other attachments incorporated into this Agreement.

Common Areas means those areas surrounding or adjacent to the Venue, including the car parking areas, grounds, forecourts, entrances, passages, stairways, landings, lifts, toilet and washroom facilities which Venues Ōtautahi permits the Hirer to use in common with others in accordance with this Agreement;

Deposit means, if applicable, the initial payment of the Venue Hire Fee to be made by the Hirer in order to confirm its booking in accordance with the Payment Plan set out in the Specific Terms;

Estimated Services Fee means the estimated fee as determined by Venues Ōtautahi for all Services to be provided by Venues Ōtautahi. The actual Services Fee shall be finalised following completion of the Event;

Event means the event for which the Venue is hired as named and described in the Specific Terms;

Event Order Confirmation has the meaning set out in clause 7.2;

General Terms and Conditions means these General Terms and Conditions;

Health and Safety Policy means Venues Ōtautahi's health and safety policy attached as a schedule of this Agreement (as such policy may be updated by Venues Ōtautahi from time to time);

Health and Safety Plan means the health and safety plan (also known as a Site Specific Safety Plan) provided by the Hirer to Venues Ōtautahi, and as further described in clause 2.2(f);

Hire Period means that time period during which the Hirer will hire the Venue as set out in the Specific Terms, and includes the Pack In Period and the Pack Out Period;

Hirer means the person named as Hirer in the Specific Terms and also referred to as "you" in these General Terms and Conditions;

Inclusions means the services provided by Venues Ōtautahi for the Event which are included in the Venue Hire Fee (if any) as set out in the Specific Terms;

Merchandise Service Fee means the fee (calculated as a percentage on all goods sold) as specified in the Specific Terms together with any associated costs of services provided by Venues Ōtautahi in relation to the sale of merchandise, including all cash handling and collection charges, banking, eftpos and credit card fees and equipment hire;

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Other Charges means the charges payable by the Hirer in addition to the Venue Hire Fee and the Services Fee;

Pack In Period means the pack in period set out in the Specific Terms (if applicable);

Pack Out Period means the pack out period set out in the Specific Terms (if applicable);

Payment Plan means the payment plan set out in the Specific Terms detailing the timing of payment for all amounts due under this Agreement;

Persons under the Hirer's Control includes all employees, agents, contractors, performers, suppliers, customers, exhibitors, merchandisers, ticket holders and other persons the Hirer invites into the Venue;

Run On Hire Rate means the rate per hour set out in the Specific Terms payable by the Hirer in addition to the Venue Hire Fee if the Venue or any Common Area is accessed or used outside of the Hire Period,;

Services mean services provided by or on behalf of Venues Ōtautahi for the Event (other than Inclusions) as detailed in the Specific Terms, or as otherwise agreed in writing between the parties, such as catering (food and beverage), technical, security, supply of equipment, parking and ticketing services;

Services Fee means the fee to be paid by the Hirer for the Services;

Specific Terms means the Venues Ōtautahi Venue Hire Agreement Specific Terms and Conditions that describe the specific details and additional terms applying to the Event that are to be read in conjunction with the General Terms and Conditions;

Ticket Proceeds has the meaning given in clause 5.4;

Ticketed Event means an event for which tickets are sold (or made available free of charge) to the general public or a select group of persons;

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 area described in the Specific Terms allocated by Venues Ōtautahi to the Hirer for the Event;

Venue Hire Fee means the fee to be paid by the Hirer for the hire of the Venue as set out in the Specific Terms as may be amended in accordance with this Agreement;

Venue Sponsor has the meaning given in clause 6.3;

Venues Ōtautahi means Venues Ōtautahi Limited and includes its employees, agents, and contractors;

Working Day means any day other than a Saturday, Sunday or a public holiday in Christchurch and excludes any day between 25 December and 5 January (inclusive).

1.2 Interpretation: In this Agreement, unless the context requires otherwise

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Defined Expressions: expressions defined in the main body of this Agreement have the defined meaning throughout this Agreement;

Promotion: a reference to promotion of the Event includes all advertising and promotion of the Event undertaken by the Hirer or Persons Under the Hirer's Control of any nature and in any medium, before, during and after the Event, and includes any sales of merchandise relating to the Event;

Headings: section, clause and other headings are for ease of reference only and will not affect this Agreement's interpretation;

Monetary Amounts: unless stated otherwise all monetary amounts are stated exclusive of GST and in New Zealand currency and all amounts payable by a party under this Agreement are to be paid in that currency;

Negative Obligations: any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

No Limitation: "including" and similar words do not imply any limitation;

Persons: references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;

Plural and Singular: references to the singular include the plural and vice versa;

Sections, Clauses and Schedules: references to sections, clauses and schedules are references to this Agreement's sections, clauses and schedules. Each such schedule forms part of this Agreement;

Statutes and Regulations: references to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it; and

Inconsistency: where these General Terms and Conditions and the Specific Terms are inconsistent, the Specific Terms will prevail to the extent of the inconsistency.

2. The Event and Hire of the Venue

2.1 **Hire of the Venue:** Venues Ōtautahi is responsible for providing the Venue and the Services as set out in this Agreement. The Hirer is responsible in all other respects for its Event, including, where applicable to the Event, the planning, promotion and execution of the Event.

2.2 **Nature of Event:** The Hirer warrants that:

- a) the Hirer has fully and accurately described the Event to Venues Ōtautahi during pre-contractual discussions and/or negotiations and that all information provided by the Hirer regarding the Event after entering into this agreement is complete, accurate and not misleading;
- b) the Hirer will only use the Venue to stage the Event as the Hirer has described to Venues Ōtautahi and as is set out in this Agreement or as subsequently agreed in writing between the parties;

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- c) the Hirer will plan, promote and execute the Event in accordance with all legislation relevant to that Event and in compliance with clause 3.5 at all times;
 - d) it has the full legal right (and holds all permits and licences necessary) to promote, manage and execute the Event and that the promotion, management and execution of the Event will not infringe upon the intellectual property rights, contractual rights, or any other legal rights of any third party; and
 - e) the Venue will not be used by the Hirer 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. If there is any likelihood of objectionable content of any kind in the Event, then the Hirer must disclose this to Venues Ōtautahi prior to signing this Agreement or as soon as practicable after becoming aware of the same and ensure that it is made absolutely clear (to the satisfaction of Venues Ōtautahi) in all marketing and promotional material relating to the Event.
- 2.3 **Use of Common Areas:** The use of the Common Areas by the Hirer and any Person under the Hirer's Control will be at the absolute discretion of Venues Ōtautahi, including in particular the conduct and control of all promotional activities in the Common Areas.
- 2.4 **Restrictions on Use:** The Hirer agrees that neither the Hirer nor any Person under the Hirer's Control shall:
- a) solicit business in the Common Areas or distribute pamphlets or other advertising matter nor display advertising materials or branding, without the prior written consent of Venues Ōtautahi;
 - b) do anything in the Common Areas which in the opinion of Venues Ōtautahi may become a nuisance, risk, hazard, disturbance or obstruction or cause damage to the property of Venues Ōtautahi or to the property of any third parties using the Common Areas;
 - c) obstruct or interfere with any Venue signage, wayfinding signage, walk ways, entrances, exits, or Common Areas; or
 - d) 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 Venues Ōtautahi (if any). If Venues Ōtautahi 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.
- 2.5 **Claims Relating to the Event:** The Hirer must immediately notify Venues Ōtautahi in writing of any actual, threatened, or suspected claims, demands, actions, or proceedings arising in relation to the promotion, management and/or execution of the Event or otherwise in connection with the Event, including any claims alleging infringement of intellectual property rights or breach of third-party rights, claims that the Event is in breach of a consent or licence or any protest planned or undertaken in relation to the Event (each an **Event Claim**). Such notification shall include reasonable details of the nature of the Event Claim and any steps taken or proposed to be taken in response to the Event Claim.
3. **Use and Care of the Venue**
- 3.1 **Restrictive Use:** The Hirer may only use the Venue to stage the Event in the manner agreed with Venues Ōtautahi in writing.

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- 3.2 **Proper Conduct:** The Hirer shall conduct and manage its use of the Venue and Common Areas in an orderly and lawful manner, and shall remain responsible for the conduct of any Person under the Hirer's Control and shall ensure that none of those persons behave in any riotous, offensive or disorderly manner (including drunken behaviour) or in such a manner that is likely to cause danger, risk, or annoyance to any other person, or is likely to cause damage to the property of Venues Ōtautahi or the reputation of the Venue or Venues Ōtautahi. The Hirer acknowledges that Venues Ōtautahi may eject 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 Venues Ōtautahi for costs and losses Venues Ōtautahi suffers or incurs and any claims that may be made against Venues Ōtautahi as a result of such action.
- 3.3 **Terms of Entry:** All persons attending the Event must comply with Venues Ōtautahi's then current Venue terms of entry. It is a term of entry to the Venue that ticket holders and All Persons under the Hirer's Control may be required to undergo a breathalyser test. If a ticket holder or a All Person under the Hirer's Control refuses to undergo this test or otherwise fail to comply with the terms of entry, such person may be refused entry or may be removed from the Venue (and no compensation will be due to the Hirer or any other person, and Venues Ōtautahi accepts no liability, in respect of this).
- 3.4 **Licenses, Permits, Consents and Authority:** Without limiting clause 3.7 the Hirer must at the Hirer's expense obtain all licences, permits and consents that may be required for the Event before the Hire Period begins, and the Hirer will provide Venues Ōtautahi with copies of these documents before the Hire Period begins and at any other time upon request by Venues Ōtautahi. Without limiting the foregoing, the Hirer will obtain the relevant authorisation in relation to use of any third party intellectual property and will not promote or execute the Event or otherwise use the Venue for the public performance of any literary, dramatic, musical or other work or entertainment in breach of copyright or in a way which breaches any other intellectual property rights or third party rights.
- 3.5 **Compliance with Laws and Venues Ōtautahi's Directions:** When promoting, managing or executing the Event, the Hirer shall comply with, and shall ensure that all Persons under the Hirer's Control comply with, all applicable statutes, licences, bylaws and rules of conduct for the Venue including but not limited to the Health and Safety Policy and any directions of Venues Ōtautahi, and shall ensure that neither the Hirer nor any Persons under the Hirer's Control does or omits to do anything that may cause the Hirer to be in breach of the Hirer's obligations under this Agreement.
- 3.6 **Reasonable Care Required:** The Hirer shall ensure that all reasonable care is taken in the use and occupation of the Venue so that, with the exception of fair wear and tear, the Venue will be left in the same condition upon completion of the Hire Period, as it was at the commencement. In this regard, the Hirer shall not permanently mark, paint, drill or otherwise deface any part of the Venue or make any alteration to the structure, fittings, decorations or furnishings of the Venue (in particular, where there is a sports floor that requires special care), without the prior written consent of Venues Ōtautahi.
- 3.7 **Prohibited Goods/Activities:** The Hirer must ensure that:
- a) all equipment that the Hirer or any Person under the Hirer's Control brings or allows into the Venue or Common Areas is safe, fully functioning and not faulty;
 - b) neither the Hirer nor any Person under the Hirer's Control cause any damage to persons or property in the Venue or Common Areas;

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- c) neither the Hirer nor any Persons under the Hirer's Control bring to or into the Venue any firearms, explosives, flammable liquids, or other hazardous or dangerous substances (including dry ice, smoke machines, fireworks or pyrotechnics) nor any heavy plant, machinery or other equipment which may cause damage or injury to property or persons, except with the prior written consent of Venues Ōtautahi and then only in accordance with Venues Ōtautahi's conditions of that consent. Notwithstanding any such consent, the Hirer will indemnify Venues Ōtautahi in respect of any liability or expense it incurs as a result of any such damage or injury;
- d) neither the Hirer nor any Person under the Hirer's Control conducts any lottery, raffle, betting, gambling or game of chance of any kind in the Venue without the prior written consent of Venues Ōtautahi and then only in accordance with applicable laws; and
- e) neither the Hirer nor any Person under the Hirer's Control makes any radio or television broadcast or films, recordings or video tapes or any type of electronic or digital recording of any kind whatsoever for or of the Event at the Venue, without the prior written consent of Venues Ōtautahi.

3.8 **No Smoking:** The Venue is strictly a 'no smoking or vaping' venue and the Hirer must strictly adhere to and enforce this policy and the requirements of the Smoke Free Environments and Regulated Products Act 1990 and any related legislation at all times. For the avoidance of doubt 'No Smoking or vaping' means that any form of smoking on stage as part of a performance is not permitted. Where designated outdoor smoking areas are required for an Event, the Hirer must specifically discuss this requirement with Venues Ōtautahi when the Hirer confirms the venue set-up under clause 4.1.

3.9 **Electrical Use and Installation:** The Hirer must:

- a) not connect any electrical installation or equipment or fitting to the electricity supply of the Venue without obtaining the prior approval of Venues Ōtautahi. All electrical installation or equipment must be tested by a suitably qualified and certificated person as required by current New Zealand legislation at the Hirer's cost and have a current electrical test tag displayed immediately after its electrical attachment. The tag must show the name of the person/company that conducted the test, the test inspection date and the re-test date; and
- b) be liable for any costs or damages that arise out of the use of faulty electrical devices supplied by the Hirer or Persons under the Hirer's Control or arise out of any faulty electrical installation or equipment connection or the use or installation of equipment or fittings that was not been approved, tested or certified in accordance with this Agreement and will indemnify Venues Ōtautahi in respect of any liability or expense it incurs as a result of the foregoing.

3.10 **Temporary Structures:** The Hirer shall not construct or erect any stage, rigging, scaffolding, marquee or other temporary structure or suspend any object or thing from the ceiling or walls of the Venue without obtaining the prior approval of Venues Ōtautahi. It shall be a condition of any such approval that such work be carried out by a suitably competent or qualified person at the Hirer's cost.

4. Venue Set Up

4.1 **Set Up Requirements:** Unless agreed otherwise in writing the parties will at least 15 Working Days prior to the commencement of the Hire Period agree in writing the Venue set up requirements for the Event, based on the following information:

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- a) the Hirer's detailed Health and Safety Plan for the Event;
 - b) Event layout, including the provision of an Event layout plan if required under the Specific Terms;
 - c) Event program/timetable including all breaks/meals requirements (noting that Venues Ōtautahi has the right to play a pre-recorded emergency and evacuation audio message prior to commencement of the Event and may require or play other health and safety announcements as it considers necessary for the Event or the Venue from time to time (acting reasonably));
 - d) equipment and technical requirements;
 - e) equipment being brought to the Venue;
 - f) food and beverage requirements; and
 - g) any other Services to be provided by Venues Ōtautahi.
- 4.2 **Extraordinary layout:** Venues Ōtautahi will not be obliged to implement a layout that it determines is impractical or unsafe. The cost of any extraordinary layout, changes to a layout and restoring the Venue to its original layout will be paid for by the Hirer on invoice by Venues Ōtautahi.
- 4.3 **Floor Plans:** Where the Event has an exhibition or tradeshow, the Hirer will provide the exhibition or tradeshow floor plans for Venues Ōtautahi's prior approval along with any details on materials and use that Venues Ōtautahi deems necessary to confirm compliance with the Health and Safety Plan, Venues Ōtautahi's policies and/or any relevant legislation, regulations, licences, permits, or consents.
- 4.4 **Advance Deliveries:** If the Hirer wishes to deliver equipment or supplies for the Event to the Venue before the start of the Pack In Period, the Hirer must submit a written request to Venues Ōtautahi, stating the dates, details of the deliveries and if any potentially hazardous or dangerous goods or equipment may form part of an advance delivery. Venues Ōtautahi may accept or decline a request for advance deliveries at its sole discretion and additional fees will apply for acceptance and storage of advance deliveries at the Venue. Approved advance deliveries must be clearly marked for the relevant Event. Advance deliveries are not available for the Christchurch Town Hall.
- 4.5 **Receipt of Advance Deliveries:** Any advance deliveries to the Venue are entirely at the risk of the Hirer and will only be received by Venues Ōtautahi on the basis that Venues Ōtautahi has, to the fullest extent permitted by law, no liability for loss or damage to any Hirer or any other person or for any equipment or supplies, before, during and after the Event. To facilitate advance deliveries to the Venue, Venues Ōtautahi may sign delivery receipt documentation on behalf of the Hirer, provided always that Venues Ōtautahi accepts no liability in relation to the deliveries and the Hirer will fully indemnify Venues Ōtautahi in this regard.
- 4.6 **Removal/Storage:** Unless it is agreed in advance that services relating to pack out after the Event will be provided by Venues Ōtautahi, all equipment and supplies relating to the Event must be removed by the Hirer at the end of the Hire Period during the Pack Out Period. Venues Ōtautahi may take a lien over and dispose of any equipment and supplies that have not been removed within a reasonable time after the Hire Period, provided that Venues Ōtautahi has given reasonable written notice to the Hirer to remove such equipment and supplies and apply the proceeds to discharge the costs of disposal and/or any money owing to Venues Ōtautahi.

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- 4.7 **Pack In & Pack Out Periods:** During the Pack In or Pack Out Periods the Hirer may only use the Venue for setting up or removing equipment (as applicable), to view the Venue or to hold rehearsals and the Hirer may not perform or use the Venue for any part of the Event. Third parties associated with set up of the Event will only be granted access to the Venue within the Pack In and Pack Out Periods. Additional access (if granted) will be charged to the Hirer's final account at the Run On Hire Rate. During the Pack In and Pack Out Periods, or whenever access is granted to the Venue, the terms of this Agreement apply.
5. **Ticketing**
- 5.1 **Ticketed Event:** When the Event is a Ticketed Event, or the Event has a component that is ticketed, Venues Ōtautahi and/or its ticketing agent (TicketMaster) will have the exclusive right to supply all ticketing services (including sell all tickets on behalf of the Hirer) for the Event. Further terms relating to the sale of tickets to Ticketed Events are set out in the Specific Conditions.
- 5.2 **Ticket Sales:** Tickets to the Event must not go on sale until authorised by Venues Ōtautahi and Venues Ōtautahi has received this Agreement signed by the Hirer together with the Deposit and any other fees due at that time under this Agreement.
- 5.3 **Ticketing Charges:** The Hirer will pay all ticketing charges required for provision of the ticketing services for the Ticketed Event and will observe all conditions as required by the ticketing agent.
- 5.4 **Ticket Proceeds:** Subject to clause 5.5, 5.6 and 14.3, all moneys received from the sale of tickets to Ticket Events (**Ticket Proceeds**) will be held in trust for the benefit of the ticket purchaser until the Ticketed Event and then, following the completion of the Ticketed Event and assuming no refunds are due, will be paid to the Hirer in accordance with the usual procedures of the ticketing agent and after the deduction of all charges due to the ticketing agent.
- 5.5 **Authorisation to Venues Ōtautahi:** By signing this Agreement the Hirer authorises Venues Ōtautahi to deduct or receive from the Ticket Proceeds, any amounts payable by the Hirer to Venues Ōtautahi under this Agreement, before the Ticket Proceeds are paid to the Hirer. Any amounts payable by the Hirer not covered by Ticket Proceeds will be paid by the Hirer in accordance with this Agreement.
- 5.6 **Christchurch Arena Land Levy and Town Hall Heritage Levy:** For Ticketed Events to be held at the Town Hall or Wolfbrook Arena, Venues Ōtautahi's a Town Hall Heritage Levy or Wolfbrook Arena Land Levy (as set out in the Specific Terms) will apply to each ticket sold which shall be payable direct to Venues Ōtautahi by the ticketing agent, provided that no Town Hall Heritage Levy or Wolfbrook Arena Land Levy will be charged in relation to any ticket that is:
- a) refunded to the ticket purchaser; or
 - b) provided on a complimentary basis to the ticket holder without an exchange of consideration
6. **Promotion and Advertising**
- 6.1 **Promotion:** The Hirer will be responsible for all aspects of the promotion of the Event, unless agreed otherwise in writing with Venues Ōtautahi.
- 6.2 **Accuracy:** The Hirer must ensure that all information contained in its advertisements and other published information relating to the Event, including the Venue description, name and logo, is factually correct and does not and is not likely to mislead any person or bring Venues Ōtautahi into disrepute.

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- 6.3 **Sponsors:** Venues Ōtautahi may have exclusive arrangements with third parties, relating to sponsorship of the Venue, including naming rights and beverage sponsors for the Venue and/or parts of the Venue (**Venue Sponsors**). Venues Ōtautahi will advise the Hirer of any restriction on promotion or advertising at the Venue and the Hirer must comply, and ensure that Persons under the Hirer's Control comply, with such restrictions.
- 6.4 **Prior Notice of Sponsors:** On signing this Agreement, the Hirer will inform Venues Ōtautahi of any sponsors it wishes to arrange for the Event. Venues Ōtautahi will (in its sole discretion) have the right at any time to reject any of the Hirer's sponsors if their sponsorship of the Event would conflict with Venues Ōtautahi's sponsorship arrangements for the Venue from time to time.
- 6.5 **Signage:** Venues Ōtautahi and/or Venue Sponsors will have the sole right to place signage at the Venue unless otherwise agreed in writing with the Hirer. Venues Ōtautahi reserves the right to not display or to remove any banner or signage placed in a Venue that it has not agreed to or that it deems unsuitable for any reason. The Hirer must not cover or obscure any existing signage at the Venue.
- 6.6 **Ambush Marketing:** Without limiting clause 6.3, the Hirer must not, and must ensure that Persons under the Hirer's Control do not, engage in any "ambush marketing" being promotional activity that is designed to suggest an association with the Venue or the Event where such association is not authorised.
7. **Services**
- 7.1 **Services Offered:** In addition to providing the Venue, Venues Ōtautahi is able to provide Services, on the terms to be agreed between the parties.
- 7.2 **Event Order Confirmation:** Venues Ōtautahi will, at least 10 Working Days prior to the commencement of the Hire Period, notify the Hirer of the Event Order Confirmation which will include the key details of the Event, the Services to be supplied for the Event and the Estimated Services Fee. Unless the Hirer responds in writing with any amendments to the Event Order Confirmation within 2 Working Days of the Event Order Confirmation being notified by Venues Ōtautahi, the Hirer will be deemed to have accepted the Event Order Confirmation as notified by Venues Ōtautahi. If the Hirer responds with requests for amendments to the Event Order Confirmation, then Venues Ōtautahi shall make such changes as it considers may be necessary to the Event Order Confirmation and reissue it to the Hirer as the final Event Order Confirmation.
- 7.3 **Changes to the Event/Event Order Confirmation:** If the Hirer wishes to make any changes to the Event or the Event Order Confirmation in the period leading up to the start of the Hire Period, and Venues Ōtautahi is agreeable to such changes, Venues Ōtautahi may charge the Hirer an additional amount to cover its administrative costs, and other reasonable costs that may apply as a result of the changes made, in addition to the Venue Hire Fee and the Estimated Services Fee. Where Venues Ōtautahi agrees to such changes (which it will not be obliged to do), Venues Ōtautahi will record any variation to the terms of this Agreement in an addendum (and will issue the Hirer with an amended Event Order Confirmation as appropriate), with any such variation and amended Event Order Confirmation forming part of this Agreement.
- 7.4 **Additional Services:** Any Services requested by the Hirer (including any Persons under the Hirer's Control) and agreed to be provided by Venues Ōtautahi not detailed in the Event Order Confirmation will be incorporated into the Service Fee and paid for by the Hirer (whether or not such request was verbal or in writing).

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8. Catering (Food and Beverage)

- 8.1 **No Food or Beverage:** Except where expressly provided elsewhere in this Agreement, neither the Hirer nor any Persons under the Hirer's Control shall bring any food or drink into the Venue or remove any food or drink from the Venue.
- 8.2 **Catering Services:** The Hirer must use Venues Ōtautahi's catering for all food and beverage catering at the Venue.
- 8.3 **Event Order Confirmation:** Any catering Services which the Hirer wants Venues Ōtautahi to provide should, where possible, be recorded in the Event Order Confirmation in accordance with clause 7.2.
- 8.4 **Special Dietary Needs:** The Hirer must in writing and as soon as practicable, but in any case at least 5 Working Days prior to the Event, provide Venues Ōtautahi with any specific dietary requirements (including any allergies) for guests attending an Event.
- 8.5 **Numbers:** The Hirer may amend the catering numbers at any time up to 10 Working Days prior to the Event. The Hirer may also amend the catering numbers within 9 Working Days prior to the event, provided however that the catering numbers may only be decreased up to 10% of the catering numbers confirmed 10 Working Days prior to the event. Any decreases above and beyond 10% of the confirmed numbers will incur full catering charges.
- 8.6 **Alcohol:** All decisions relating to the sale and/or supply of alcohol during the Event will be at Venues Ōtautahi's sole discretion, including, the decision as to whether alcohol is supplied or sold at an Event, and what time any bar will open or close. If alcohol is supplied or sold during the Event, the Hirer must comply and ensure all Persons under the Hirer's Control comply with all conditions and requirements of the Venue's liquor licence and obtain any additional licenses that may be required. Venues Ōtautahi will close any bar or cease 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.
- 8.7 **Sponsors:** The Hirer must not enter into any sponsorship arrangements for food or beverages at the Event.
- 8.8 **Local Beverage Procurement Policy:** The Hirer must select beverages from our local beverage list.

9. Staff

- 9.1 **Right to provide staff:** Venues Ōtautahi will have the right to supply all security and other staff required at the Venue. The cost of all staff will be charged to and paid by the Hirer unless the supply of such staff is specified in the Inclusions.
- 9.2 **Additional Security Staff and First Aid:** Venues Ōtautahi may require the Hirer to use additional security staff and first aid measures for the Event where any unexpected or heightened risks are identified or perceived by Venues Ōtautahi. The cost of all such additional security staff or measures shall be met by the Hirer.
- 9.3 **Hirer Representative:** The Hirer will ensure that it has an authorised representative available at all times to make decisions and incur costs on behalf of the Hirer in relation to this Agreement.

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10. Booking Confirmation and Policy

10.1 **Deposit:** The Deposit is payable by the Hirer to Venues Ōtautahi in accordance with the Payment Plan. **The Deposit is non-refundable.**

10.2 **Confirmation:** No booking for hire of the Venue is confirmed until:

- a) the Hirer has signed this Agreement and paid the Deposit in full to Venues Ōtautahi; and
- b) Venues Ōtautahi has subsequently signed this Agreement.

10.3 **Terms Binding once Booking Penciled:** Notwithstanding that Venues Ōtautahi may not have signed this Agreement in accordance with clause 10.2, if Venues Ōtautahi has penciled in a booking date for the Hirer, the Hirer agrees to be bound by these terms and conditions.

10.4 **Venue Booking Policy:** Where a Hirer fails to confirm a booking in accordance with clauses 10.1 and 10.2 above, and another person wishes to hire the Venue for the Hire Period or any part of it, the Hirer's pencil booking may be subject to challenge by another prospective hirer and the terms of Venues Ōtautahi's standard venue hire booking policy in force at the time will apply, which at the date of this Agreement is as follows: Venues Ōtautahi will attempt to contact the Hirer to allow the Hirer to confirm the booking by providing Venues Ōtautahi with a signed copy of the Agreement and the Deposit. If the Hirer fails to do so within 2 Working Days of such contact or contact attempt, then Venues Ōtautahi may make the Venue and dates available to a third party without further notice, and Venues Ōtautahi will not be liable to the Hirer in any respect whatsoever if the Venue is booked by another party.

11. Venue Hire Fee

11.1 **Venue Hire Only:** The Venue Hire Fee covers hire of the Venue and the Inclusions only. Any Services provided by Venues Ōtautahi will be included in the Services Fee and must be paid by the Hirer in addition to the Venue Hire Fee.

11.2 **Additional Performances /Ceremonies:** If the Event has more than one performance/ceremony in a day, the Hirer will pay an additional venue hire fee of 50% of the Venue Hire Fee (or as otherwise set out in the Specific Terms of Payment Plan) for each additional performance/ceremony.

11.3 **Payment:** Following payment of the Deposit, the Hirer will pay the balance of the Venue Hire Fee and other amounts invoiced in accordance with the Payment Plan and the terms of this Agreement. Each payment invoice is a debt due and any payment made (or due) is strictly non-refundable.

11.4 **Use or Pay:** Unless otherwise agreed in writing by Venues Ōtautahi, the Hirer will pay the Venue Hire Fee whether or not it uses all or part of the Venue for the Event.

12. Services and Service Fee

12.1 **Services:** Venues Ōtautahi will provide the Hirer with the Services requested by the Hirer or deemed by Venues Ōtautahi as required for the Event for the sum of the Services Fee in accordance with the provisions of this Agreement.

12.2 **Payment:** The Hirer will pay the Estimated Services Fee in accordance with the Payment Plan. As soon as practicable after the end of the Hire Period, Venues Ōtautahi will provide the Hirer with a tax invoice for the actual Services Fee. Where the amount of the Services Fee is greater than the

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Estimated Services Fee, the Hirer will pay the balance to Venues Ōtautahi within 10 Working Days of the date of invoice. Where the Services Fee is less than the Estimated Services Fee, a refund of the difference will be paid by Venues Ōtautahi as soon as practicable after the end of the Hire Period.

12.3 **Use or Pay:** Unless otherwise agreed in writing by Venues Ōtautahi, the Hirer will pay the Services Fee whether or not it uses all or part of the Services for the Event.

13. Other Charges

13.1 **Other Charges:** In addition to the Venue Hire Fee and any Services Fees, the Hirer will be charged for any:

- a) damage to the Venue or theft of any property from the Venue during the Hire Period caused by the Hirer or any Person under the Hirer's Control. The Hirer may inspect the Venue with Venues Ōtautahi prior to the commencement of the Hire Period to take note of any existing damage;
- b) extra cleaning, rubbish removal, repair or reinstatement of the Venue that Venues Ōtautahi reasonably considers is required after the Event;
- c) services provided by Venues Ōtautahi that the Hirer requires or uses or which Venues Ōtautahi considers necessary for the safe and efficient conducting of the Event; and
- d) costs, expenses or losses payable to Venues Ōtautahi by the Hirer in accordance with this Agreement or incurred by Venues Ōtautahi as a result of a breach or non-observance of this Agreement by the Hirer or any Person under the Hirer's Control.

13.2 **Run On Charges:** If the Hirer continues to occupy the Venue and/or any Common Area after the end of the Hire Period, whether or not it has obtained Venues Ōtautahi's consent and without prejudice to Venues Ōtautahi's other rights under this Agreement or at law, the Hirer will pay a further venue hire fee calculated at the Run On Hire Rate for every hour or part thereof that it continues to occupy the Venue and/or Common Area 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 Area on the terms of this Agreement.

13.3 **Merchandise Service Fee:** If the Hirer wishes to sell any merchandise at the Venue, the Hirer must first obtain Venues Ōtautahi's written approval. The Hirer will pay a Merchandise Service Fee to Venues Ōtautahi. The Hirer must provide certified evidence of the gross sales of goods for the Hire Period, in order to enable Venues Ōtautahi to assess the actual amount of the Merchandise Service Fee. In addition, the Hirer must ensure that the opening and closing stock position for the goods is adequately documented and provide Venues Ōtautahi with the opportunity to verify such position.

13.4 **Public Holiday Surcharge:** The Hirer will pay a public holiday surcharge for Services providing during or Events which fall within or overlap with a public holiday, in accordance with Venues Ōtautahi's standard holiday surcharge policy from time to time or as specifically provided in the Specific Terms.

13.5 **Payment:** The Hirer will pay all Other Charges within 10 Working Days of the date of invoice from Venues Ōtautahi.

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14. Overdue and Unpaid Moneys

- 14.1 **Payment by Due Date:** The Hirer must pay all amounts due under this Agreement on the dates specified in the Payment Plan or otherwise on or by the due date in an invoice produced by Venues Ōtautahi. Where the Hirer fails to pay any amount on time, Venues Ōtautahi may charge interest for late payment on all amounts due under this Agreement, calculated daily at the rate of 12% per annum, from the due date until the date that Venues Ōtautahi receives payment in full of those amounts, whether before or after judgment and/or cancel the Hirer's booking and terminate this Agreement under clause 19.1.
- 14.2 **Payment Requirements:** All amounts due under this Agreement must be paid without deduction or set off to Venues Ōtautahi. Payments may be made by direct credit or credit card. Any payments made via credit card will incur Venues Ōtautahi's standard credit card fee applicable at the time. Venues Ōtautahi may at its sole discretion accept an alternate method of payment. Administration charges and alternate rates may apply to any alternate methods of payment as notified by Venues Ōtautahi to the Hirer.
- 14.3 **Retention of Monies:** Where the Hirer owes (or will owe) an amount to Venues Ōtautahi under this Agreement, Venues Ōtautahi may set off all or part of any monies owing or due to be returned to the Hirer (including overpayments by the Hirer, any credit in favour of the Hirer in relation to the Event, and any amount to be paid to the Hirer under clause 5.4) against such amounts due or becoming due by the Hirer to Venues Ōtautahi or any of its contractors, employees or agents.
- 14.4 **Recovery Costs:** Venues Ōtautahi may recover from the Hirer all costs and expenses (including debt collection fees and legal fees on a solicitor and own client basis) which Venues Ōtautahi incurs trying to recover any overdue amount from the Hirer, including administrative costs of either 15% of the overdue amount or \$300.00, whichever is greater.

15. Insurance and Indemnity

- 15.1 **Indemnity by Hirer:** To the fullest extent permitted by law, the Hirer will indemnify Venues Ōtautahi and its directors, officers, employees, agents and contractors indemnified against all claims, actions, losses, damages and expenses of any nature which Venues Ōtautahi may suffer or incur or for which Venues Ōtautahi may become liable in respect of or arising out of:
- a) any action taken by any person who is dissatisfied by the Event or any matter arising out of the Event (but excluding where the action or matter arises due to Venues Ōtautahi failing to exercise due care in operating the Venue);
 - b) any allergic or other reaction to any food or beverage consumed at the Event where the specific dietary requirements were not notified to Venues Ōtautahi as required by clause 8.4;
 - c) any promotion or advertising for the Event by or on behalf of the Hirer; or
 - d) any breach of the terms of this Agreement by, or damage to property at the Venue or in the Common Areas caused by, the Hirer or any Persons under the Hirer's Control.
- 15.2 **Hirer to Occupy Venue at Own Risk:** The Hirer agrees to occupy and use the Venue and the Common Area at the Hirer's risk and, to the fullest extent permitted by law, releases Venues Ōtautahi from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage, theft or loss of any property or injury occurring to any person or property in or about the Venue or Common Area. The Hirer further agrees that Venues Ōtautahi will not be liable to the Hirer or any person claiming through the Hirer for any loss due to any breakdown in machinery, failure of electricity supply, leakage of water or fire.

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- 15.3 **Indirect/Consequential Loss:** Venues Ōtautahi 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. The extent of Venues Ōtautahi's liability to the Hirer under this Agreement (collectively) for any loss, damage, claim or expense (whether due to Venues Ōtautahi's negligence or otherwise) is limited in aggregate to the amount of the Venue Hire Fee.
- 15.4 **Mitigation:** Venues Ōtautahi will use its reasonable endeavours to mitigate any damages, costs, loss or expenses incurred by it.
- 15.5 **Continuing Obligation:** Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of Venues Ōtautahi and the Hirer and survives termination of this Agreement. It is not necessary for Venues Ōtautahi to incur expenses or make payment before enforcing a right of indemnity under this Agreement.
16. **Insurance**
- 16.1 **Public Liability:** The Hirer must have public liability insurance in place for the duration of the Hire Period (and for any periods of advance deliveries to the Venue, if applicable) which must be for a sum not less than that listed in the Specific Terms for any one occurrence, with a reputable insurer acceptable to Venues Ōtautahi in all respects. Such insurance must be in the Hirer's name and must provide indemnity cover against loss, damage, costs and expenses for which the Hirer may become liable under this Agreement. The Hirer will provide proof of such insurance to Venues Ōtautahi promptly on request.
- 16.2 **Venues Ōtautahi Insurance:** Venues Ōtautahi must have appropriate insurance cover in place in respect of the Venue for the duration of the Hire Period at a level reasonably expected to be held by a prudent operator in the venue hire industry.
- 16.3 **Excess:** Where Venues Ōtautahi in its sole discretion makes a claim under its insurance policy to recover a loss arising from actions of the Hirer or Persons under the Hirer's Control, the Hirer shall be liable for each excess payable under the policy or policies that respond to the loss.
- 16.4 **Hirer not to prejudice Venues Ōtautahi's Insurance:** The Hirer shall not do or permit to be done anything in the Venue or Common Area which may cause any insurance effected by Venues Ōtautahi or any other person to be rendered void or voidable or which causes the premium payable on any such insurance to be liable to increase.
- 16.5 **Insurance for Property Brought into Venue or Common Area:** Where property of any value (including exhibits) is brought into or left at the Venue, in any Common Area or elsewhere at the Venue complex, it will be the Hirer's responsibility to arrange and have in place adequate insurance for the property at all times. Venues Ōtautahi shall not be liable for any loss or damage to any property brought into the Venue or the Common Area by virtue of Venues Ōtautahi being (or being deemed to be) bailee of the property, whether such loss or damage arises through the negligence of Venues Ōtautahi or otherwise.
17. **Cancellation**
- 17.1 **Cancellation by Hirer:** The Hirer may not significantly alter the Event or the Hire Period after signing the Agreement without Venues Ōtautahi's prior written consent. If the Hirer cancels the Event clause 17.3 will apply.
- 17.2 **Cancellation by Venues Ōtautahi:** Venues Ōtautahi may cancel the Hirer's booking and terminate this Agreement if:

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- a) Venues Ōtautahi considers that the promotion, management and/or execution of the Event will or may contravene the rights (including intellectual property rights) of a third party;
- b) Venues Ōtautahi considers that the promotion, management and/or execution of the Event will or may cause Venues Ōtautahi to incur liability or result in a prosecution or claim against Venues Ōtautahi;
- c) Venues Ōtautahi considers that the promotion, management and/or execution of the Event or the nature of the Event will, or might contravene any statute, order, regulation, rule of law or any other requirement of a public or local authority or otherwise be in breach of what Venues Ōtautahi considers to be reasonable standards of public decency; or
- d) Venues Ōtautahi considers that the management control of the Event by the Hirer is deficient or inadequate and/or the behaviour of any Person under the Hirer's Control is such that it would lead to danger or injury to any person or material damage to any property, including the Venue itself.

If Venues Ōtautahi exercises its rights under this clause 17.2, the provisions of clause 17.3 will apply.

- 17.3 **Cancellation costs:** On cancellation of the Event (or postponement under clause 18.1), Venues Ōtautahi will retain the Deposit together with any other amounts paid or due and payable as at the cancellation date in accordance with the Payment Plan or otherwise under this Agreement. In addition, Venues Ōtautahi may charge the Hirer for any actual costs Venues Ōtautahi has incurred in providing and/or preparing the Venue for the Event (including labour costs and hireage costs), and any other costs Venues Ōtautahi has incurred as a direct or indirect result of the cancellation. Venues Ōtautahi may invoice the Hirer for any amounts owing under this clause 3, and the Hirer will pay all such amounts within 10 Working Days of the date of invoice

18. Postponement or Reduction in Hire Period

- 18.1 **Postponement:** If for any reason whatsoever the Hirer postpones the date on which the Event is to be held and/or alters or reduces the Hire Period, then unless agreed otherwise between the parties, the cancellation provisions set out in clause 17.3 of this Agreement will apply, except where the Event is still to be held but the Hirer wishes to reduce the Hire Period, Venues Ōtautahi may agree that the amounts payable under clause 17.3 shall be pro-rated in accordance with the reduced Hire Period.
- 18.2 **Relocation:** Venues Ōtautahi has a responsibility to maximise occupancy of the venues that it manages. Accordingly it may, after reasonably consulting with the Hirer, substitute for the Venue, alternative and similar facilities under Venues Ōtautahi's control where, in the opinion of Venues Ōtautahi, the Event will not be compromised. Where the Venue is changed to another facility through no cause of the Hirer, Venues Ōtautahi will provide the necessary personnel to direct all Persons under the Hirer's Control to the alternative facilities. Where the Venue is changed due to low ticket sales, or through any act or request of the Hirer, all personnel and advertising costs incurred in the redirection of all Persons under the Hirer's Control to the alternative facilities will be paid by the Hirer. The Hirer acknowledges that in relation to events at One New Zealand Stadium in particular, Venues Ōtautahi may subsequently receive a booking request for a larger ticketed event that conflicts with the Event. In such circumstances, the Hirer acknowledges that it is reasonable for Venues Ōtautahi to relocate the Event (venue or date) and accept the booking request, provided that the Event can be reasonably accommodated in an alternative facility operated by Venues Ōtautahi or Event date(s).

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19. Termination

19.1 **Termination by Venues Ōtautahi:** Venues Ōtautahi may at any time terminate this Agreement by notice in writing to the Hirer with immediate effect, in any of the following circumstances:

- a) if 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 Venues Ōtautahi in its sole discretion taking into account the circumstances) from the date Venues Ōtautahi has notified the default and requested the Hirer to remedy such default;
- b) if the Hirer fails to pay any sum of money payable to Venues Ōtautahi pursuant to this Agreement, on the due date for payment (whether or not demanded);
- c) if 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;
- d) if the Hirer enters into any arrangement, composition or assignment under the Insolvency Act 2006 or becomes unable to pay debts as they fall due;
- e) if the Hirer breaches Venues Ōtautahi's noise and lighting zoning rules relevant to the Venue as notified to the Hirer by Venues Ōtautahi.

19.2 **Obligations on Termination:** Upon termination under clause 19.1 the Hirer will immediately remove all the Hirer's property, vacate the Venue and deliver to Venues Ōtautahi all property belonging to Venues Ōtautahi. The Hirer will have no entitlement to claim compensation or damages from Venues Ōtautahi on account of any inconvenience or loss to the Hirer as a result of termination under clause 19.1.

19.3 **Without Prejudice:** Such termination shall be without prejudice to Venues Ōtautahi's right to recover the Venue Hire Fee, Services Fee, Other Charges and any 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.

19.4 **Cancellation of Future Bookings:** In addition to Venues Ōtautahi's rights of termination set out above, if at any time any money payable under this Agreement is in arrears and unpaid, Venues Ōtautahi may, after giving the Hirer seven days notice, cancel any bookings for future events that it is holding for the Hirer.

20. Force Majeure

20.1 **Force Majeure:** If Venues Ōtautahi is unable to perform or discharge its obligations under this Agreement by reason of any serious weather event, fire, flood, earthquake or similar catastrophic event, outbreak of state of emergency, Act of God, warlike hostilities, an Act of Parliament, regulation or direction or any strike or industrial action, epidemic or other event which is beyond the reasonable control of Venues Ōtautahi (each a **Force Majeure Event**), then Venues Ōtautahi's rights and obligations shall be suspended and Venues Ōtautahi shall be relieved of its obligations during the Force Majeure Event and may modify or cancel the Event as Venues Ōtautahi considers appropriate taking into account the Force Majeure Event. Where practicable Venues Ōtautahi will reasonably consult with the Hirer regarding the Force Majeure Event.

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- 20.2 **Refund to Hirer:** Where the Event is cancelled or does not take place in accordance with this Agreement due to a Force Majeure Event then all payments already made by the Hirer will be returned to the Hirer other than where those payments have either already been made or are payable for the provision of Services that cannot be cancelled. To avoid doubt, if a Force Majeure Event occurs which means the Venue is no longer available for the Hire Period, this will be deemed to be a Force Majeure Event that affects Venues Ōtautahi's ability to perform its obligations.
- 20.3 **Liability:** Subject to clause 20.2, Venues Ōtautahi will not be liable for any loss, damage, claim, liability or default due to a Force Majeure Event.
- 20.4 **Events not included:** A Force Majeure Event does not include any event which Venues Ōtautahi could have prevented or overcome by exercising a reasonable standard of care or which resulted from a lack of funds for any reason.

21. Seismic Activity

Notwithstanding clause 20 (Force Majeure) of this Agreement, on the occurrence of any seismic activity in Christchurch 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 Venues Ōtautahi in its sole discretion), Venues Ōtautahi shall be entitled to immediately suspend the Agreement and the performance of any and all obligations and terms (without any liability or compensation due to the Hirer) thereof until Venues Ōtautahi has received written confirmation, to its satisfaction, that the Venue is safe and fit for the intended use.

22. Health and Safety

- 22.1 **Health and Safety Plan:** The Hirer must provide a legally compliant and detailed Health and Safety Plan for the Event to Venues Ōtautahi for approval, as soon as practicable after this Agreement is signed, and in any event at least 20 Working Days before the commencement of the Hire Period. The Hirer acknowledges and agrees that it will not be permitted to access the Venue until this clause 22.1 has been complied with and Venues Ōtautahi is satisfied with the Health and Safety Plan.
- 22.2 **Health and Safety Policy:** The Hirer must comply with Venues Ōtautahi's Health and Safety Policy.
- 22.3 **Hirer Responsibility:** The Hirer will consult, co-operate and co-ordinate activities and facilitate engagement with Venues Ōtautahi and any other persons (including without limitation other hirers or users of the Venue or service providers to the Venue) to the extent that the parties have overlapping duties in relation to health and safety, including but not limited in relation to ticket holders and invitees to the Venue. The Hirer will ensure that it and every Person under the Hirer's Control working or otherwise at the Venue during the Hire Period acts in accordance with and at all times complies with the law and:
- a) the Venue's 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 or vaping policy, etc;
 - b) all of Venues Ōtautahi's directions;
 - c) any applicable safety programme including without limitation the "Guide to Safe Working Practices in New Zealand Theatre and Entertainment Industry" which is available at <http://www.etnz.org>.

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d) the obligations and duties under the Health and Safety at Work Act 2015.

22.4 **Notification:** The Hirer will immediately notify Venues Ōtautahi of:

- a) any risks or hazards which the Hirer observes or becomes aware of at the Venue;
- b) any near miss, notifiable event, incident, injury, illness, or accident it becomes aware of at the Venue.

22.5 **Assistance:** The Hirer will provide Venues Ōtautahi with such assistance as may be necessary to conduct any health and safety review or investigation.

22.6 **Venues Ōtautahi Responsibility:** Venues Ōtautahi will comply with the requirements of the Health and Safety at Work Act 2015 and in particular will:

- a) maintain a fit-for-purpose health and safety management system;
- b) train Venues Ōtautahi's employees and contractors to do their job safely;
- c) maintain its equipment appropriately;
- d) ensure that there is appropriate supervision of Venues Ōtautahi's employees and contractors to ensure compliance with health and safety requirements;
- e) develop procedures to be adopted in cases of emergency;
- f) regularly audit systems and practices against relevant Worksafe NZ Codes or guidelines of best practice;
- g) regularly monitor existing and potential risks and hazards in the workplace and develop and implement appropriate control measures;
- h) implement regular reviews of health and safety management systems and procedures; and
- i) consult, co-operate and co-ordinate activities with the Hirer to the extent that the parties have overlapping duties in relation to health and safety, including but not limited in relation to ticket holders and invitees to the Venue.

23. Goods and Services Tax

23.1 Where Venues Ōtautahi 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, Venues Ōtautahi 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.

24. Personal Information

24.1 **Hirer authorisation:** Where Venues Ōtautahi collects any personal information in relation to the Hirer (and Persons under the Hirer's Control), for the purposes of the Privacy Act 2020, the Hirer authorises (and will ensure that it obtains authorisation from Persons under the Hirer's Control for) the:

- a) collection of such personal information;

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- b) use and storage of such personal information for the purposes of enabling the Hirer to hire the Venue, and
- c) disclosure of personal information to such third parties as is necessary for the purposes of enabling Venues Ōtautahi 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 Venues Ōtautahi.

24.2 **Access to and Correction of information:** On the Hirer's request, Venues Ōtautahi will provide the Hirer with a copy of the information retained about the Hirer and/or correct any incorrect information retained about the Hirer.

24.3 **Collection of information:** With the Hirer's consultation and approval, Venues Ōtautahi may collect information from Event attendees including through online surveys for the purposes of marketing products and services to future attendees. The Hirer authorises Venues Ōtautahi to approach attendees directly at a mutually agreeable time for the purposes of collecting this information.

25. Confidentiality

25.1 The Hirer agrees to keep all information regarding the management, profitability of other attractions at the Venue, or the business dealings, arrangements and understandings of Venues Ōtautahi or other hirers of the Venue, in strict confidence. The Hirer and Venues Ōtautahi will keep the terms of this Agreement (except for the General Terms and Conditions) and any financial arrangements in relation thereto confidential and will not disclose such information to any third party other than the parties' professional advisers for the purposes of this Agreement or as required by law.

26. Official Information

26.1 The Hirer acknowledges that Venues Ōtautahi is subject to the Local Government Official Information and Meetings Act 1987 ("LGOIMA") and that under LGOIMA, Venues Ōtautahi may be required to release information about the Hirer, the Event and this Agreement.

26.2 Without prejudice to Venues Ōtautahi's right to comply with its obligations under LGOIMA, Venues Ōtautahi will use all reasonable endeavours to notify the Hirer as to any such required disclosure and its scope, prior to disclosure and to consider any comments by the Hirer regarding the commercial sensitivity of any information that is proposed to be disclosed.

26.3 Venues Ōtautahi reserves the right to delete or redact any information about the Hirer, the Event or this Agreement if Venues Ōtautahi believes disclosure of such information to third parties would likely unreasonably prejudice the commercial position of either or both parties, on the basis that, amongst other things, it is commercially sensitive and may affect their present and/ or future dealings.

27. Dispute resolution

27.1 If a dispute arises out of or relating to the Agreement (including any dispute as to the validity, breach or termination of it) a party to the Agreement may not commence any Court or arbitration proceedings relating to the dispute unless the party has complied with the following paragraphs of this clause, the only exception being where a party seeks urgent injunctive relief.

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- 27.2 A party to the Agreement claiming that a dispute (**Dispute**) has arisen under or in relation to the Agreement must give written notice to the other party to the Agreement specifying the nature of the Dispute.
- 27.3 On receipt of that notice by the other party, the parties to the Agreement must endeavour in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them.
- 27.4 If the parties do not agree within seven days of receipt of the notice (or any further period as is agreed in writing by them) as to:

- a) the dispute resolution technique and procedure to be adopted;
- b) the timetable for all steps in those procedures; and
- c) the selection and compensation of the independent person required,

then the parties must mediate the Dispute using the services of a mediator nominated by the President of the New Zealand Law Society and the remuneration and expenses of the mediator will be borne equally by the parties.

28. Notices

- 28.1 **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 Specific Terms or to such other addresses as agreed between the parties.
- 28.2 **Delivery:** Notices will be deemed to be given:
- a) where served personally, upon delivery;
 - b) where served by post, five Working Days after posting;
 - c) where served by email, upon 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.

29. Costs

Each party shall bear its own costs relating to the negotiation and preparation of this Agreement and related documentation and any issue arising out of this Agreement. However the Hirer will pay Venues Ōtautahi's costs and expenses (including legal costs on a solicitor and own client basis) in enforcing the Hirer's obligations under this Agreement and recovering payment of monies owed by the Hirer.

30. Assignment

The Hirer shall not be entitled to directly or indirectly assign or otherwise dispose of (including by way of subcontract) any of its rights or interests in, or any of its obligations or liabilities under, or in connection with or arising out of this Agreement, except with the prior written consent of Venues Ōtautahi, which consent may be withheld in Venues Ōtautahi's absolute discretion.

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31. No Waiver

No waiver of 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.

32. Severability

If at any time, any part of this Agreement 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 so as to give effect to the parties' intent, and the remainder of the Agreement will continue in full force and effect.

33. Joint and Several Liability

Where two or more persons are named as the Hirer, undertakings, warranties, covenants, agreements and other obligations of the Hirer will bind and be deemed to have been given or assumed by each of them jointly and severally and will also bind the executors, administrators and permitted assignees of them jointly and severally.

34. Relationship

Nothing contained in this Agreement shall be construed as creating an employer-employee relationship, a partnership, an agency or a joint venture between the parties. Neither party shall have authority to make any statements, representations or commitments, or to take any action binding the other, except as provided in this Agreement or as authorised in writing by the other.

35. Exclusions

Despite anything else contained in this Agreement:

- a) Venues Ōtautahi does not warrant or represent that the Venue is suitable for the Event or the Hirer's specific purposes in holding the Event, and the Hirer acknowledges that he/she/it has relied on his/her/its own enquiries and judgement in selecting the Venue and the Services and entering into this Agreement;
- b) the parties agree and acknowledge that they are both in trade, that the goods and services supplied by Venues Ōtautahi 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; and
- c) unless this Agreement expressly provides otherwise, to the fullest extent permissible by law all warranties, conditions or other terms implied by law are excluded.

For the purposes of this clause 35 the Hirer acknowledges that he/she/it had a reasonable opportunity to review this Agreement, discuss it with Venues Ōtautahi, and receive advice from his/her/its legal advisor, if he/she/it wished to do so.

36. Tenancy rights

Nothing in this Agreement creates any tenancy rights or interests in respect of the Venue.

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37. **Survival**

Any provisions of this Agreement intended to survive termination or expiry (including clause 25 and any clauses requiring payment by, or conferring rights or obligations on, either party after the end of the Hire Period, together with those other provisions which are incidental to and required in order to give effect to those provisions) will remain in full force and effect upon termination or expiry of this Agreement.

38. **Entire Agreement**

Subject to clause 2.12(a), 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.

39. **Applicable Law**

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

40. **Counterparts**

This Agreement may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same agreement. A party may enter into this Agreement by signing a counterpart copy and sending it to the other party, including by facsimile or e-mail.

VENUES ŌTAUTAHĪ

Schedule: Health & Safety Policy

1. Introduction

1.1 Venues Ōtautahi Limited (**Venues Ōtautahi**) is committed to excellence in the management of health and safety at its venues. These venues are:

- a) One New Zealand Stadium;
- b) Orangetheory Stadium;
- c) Air Force Museum;
- d) Wolfbrook Arena;
- e) Hagley Oval and Pavilion; and
- f) Christchurch Town Hall,

(for the purposes of this Health and Safety Policy, each a **Venue** and together the **Venues**).

1.2 This policy sets out the expectations of Venues Ōtautahi from hirers and contractors in respect of their health and safety obligations at the Venues (**Policy**). The emphasis of this Policy is the strengthening and improving of Venues Ōtautahi's health and safety programme on a continuing basis. This policy does not override or limit the application of any other obligation or matter appearing in this Agreement.

1.3 Venues Ōtautahi and its hirers and contractors are required to comply with all provisions of this Policy, , the Health and Safety at Work Act 2015 and all associated regulations (**Act**), any amendments to this legislation, and all relevant codes of practice.

2. A Summary of Venues Ōtautahi's Responsibilities

2.1 Venues Ōtautahi will provide this Policy to any hirer or contractor using or working at a Venue.

2.2 A contractor/visitor register will be kept at all Venue receptions. All persons including visitors, contractors and hirers will be required to sign in at the Venue reception on arrival.

2.3 Venues Ōtautahi will provide visitor tags to all contractors and hirers at time of signing in at any Venue. These must be returned by the visitor upon signing out of the Venue.

2.4 Contractor bids and hire requests will be reviewed for levels of health and safety practices by the contractor/hirer with regards to compliance and general safety culture.

2.5 Venues Ōtautahi will provide all contractors and hirers with information about emergency procedures and first aid facilities.

2.6 Venues Ōtautahi will provide information to all contractors and hirers on procedures for accident and incident reporting for risks and hazards and new risks and hazards.

2.7 Venues Ōtautahi will induct or re-induct all contractors and hirers as to features of the Venue from a health and safety perspective.

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3. Specific Requirements of Venues Ōtautahi

3.1 Venue Hirer Requirements:

- a) the Hirer must adhere to this Policy and all relevant procedures while operating in a Venue;
- b) all near misses, notifiable events, incidents, injuries, illnesses, or accidents (incident), no matter how minor, at the Venue are to be reported to Venues Ōtautahi as soon as practicable after the incident;
- c) the Hirer and its staff/contractors must sign in and out of each Venue on the visitors' register;
- d) the Hirer must provide details of any contractor being brought into a Venue at least 14 days prior to the Event;
- e) Venues Ōtautahi has a preferred and compliant contractor register of those contractors which it has approved for work at the Venues according to this Policy;
- f) where the Hirer wishes to engage a contractor who is not on the register, Venues Ōtautahi will require that contractor to complete a health and safety assessment and conduct a health and safety induction prior to working in any Venue;
- g) all contractors engaged by Hirers or contractors must adhere to the health and safety requirements in this Policy;
- h) the contractor may be required to furnish Venues Ōtautahi with information on its emergency and personal protective equipment provided to workers prior to commencing work at Venues Ōtautahi Venues;
- i) the contractor will be required to provide Venues Ōtautahi with information (in the form of a risks and hazard register) on risks and hazards brought on to or being created at the Venue, or that are known by the contractor to exist at a Venue;
- j) the contractor may be required to provide Venues Ōtautahi with information on risk and hazard ID processes and Venue registers.

3.2 Reporting Procedures:

In the event of any incident at a Venue the same must be reported to the Duty Manager or Venue Manager at the time and all incident documentation must be completed. This information and documentation will then be forwarded to Venues Ōtautahi as soon as practicable after the incident. Any investigation or risk or hazard management action plan must be forwarded to Venues Ōtautahi as soon as practicable either:

- a) after the incident to allow Venues Ōtautahi to assess the actions being taken to manage, eliminate, isolate or minimise the risk or hazard; or
- b) at any relevant time if necessary to assist with further practicable steps.

4. Inconsistency with Legislation

In the event of any inconsistencies arising between the provisions of this Policy and obligations imposed by the Act or any subsequent amendments, and/or codes of practice, then it is agreed

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and declared that the requirements of the Act and their subsequent amendments, and/or codes of practice, as the case may be, will prevail.