

THE NORTH SHORE EVENTS CENTRE CONDITIONS OF HIRE OF FACILITIES

1. Interpretation

In these conditions, unless otherwise specified:

- 1) "NSEC" means The North Shore Events Centre Trust Board
- 2) "Events Centre" means the North Shore Events Centre, Silverfield Road, Glenfield, Auckland;
- 3) "Application Form" means the completed and signed application form for hire attached to these Conditions of Hire;
- 4) "Bond" is as provided for in clause 3(4);
- 5) "Confirmation Letter" means the letter from NSEC to the Hirer confirming the hire of the Facilities, the commercial terms and any special conditions and provisions;
- 6) "Deposit" means any sum payable in accordance with clause 3;
- 7) "Facilities" means all or that part or parts of the Events Centre hired to the Hirer and any fixtures, fittings, equipment and services specified in the Confirmation Letter
- 8) "Hirer" means the person, company, association or other entity referred to on the Application Form as being the Hirer and includes where the context requires the members, invitees, contractors and employees of the Hirer and all persons under the Hirer's direction or control;
- 9) "Hiring Charge" means the sum or sums payable in accordance with clause 3 and including any Deposit as set out and described in the Confirmation Letter;
- 10) "Hiring Period" means the period or periods specified in the Confirmation Letter
- 11) "Hiring Purpose" means the purpose specified on the Application Form;
- 12) "Centre Manager" means the manager of the Events Centre and includes an assistant or acting Centre Manager and any duly authorised or designated officers of the NSEC;
- 13) "dangerous goods" has the meaning as defined by the New Zealand Code for the Transport of Dangerous Goods by Road or Rail;
- 14) "Authorised Representative" means any person having the authority to act on behalf of a person or an organisation;
- 15) "NSEC SWL Data" means information supplied by the Centre Manager to the Hirer specifying allowable Safe Working Loads (SWL's) in respect of the temporary loads suspended (rigged) from the Events Centre roof structure.

2. Agreement for Hire

- 1) Subject to the payment of the Hiring Charge by the Hirer to NSEC, NSEC will hire the Facilities to the Hirer for the Hiring Purpose during the Hiring Period.
- 2) These conditions, the Application Form and the Confirmation Letter together constitute the binding agreement of the parties and are the entire agreement between the parties.
- 3) This agreement is not binding on NSEC until the Application Form has been signed by the Centre Manager, the Hiring Charge or part of the Hiring Charge stipulated in the Confirmation Letter for payment by a stipulated date, is paid and any preliminary conditions set out in the Confirmation Letter have been fulfilled.
- 4) Email confirmation from the Hirer or the Authorised Representative of the Hirer confirming the application for hire in accordance with the completed Application Form shall bind the Hirer to this agreement in the form as electronically transmitted to the Hirer as if the Hirer or the Authorised Representative of the Hirer had actually signed the Application Form.

3. Hiring Charges

- 1) **Setting of Hiring Charge**
 - (a) if the Hiring Charge is described in the Confirmation Letter as being fixed, the amount is the Hiring Charge payable.
 - (b) if the Hiring Charge is described in the Confirmation Letter as indicative, or a base charge, the amount shown is the minimum Hiring Charge and may be increased by the Centre Manager as set out in the Confirmation Letter or if not so set out then in accordance with rates determined from time to time by NSEC. The Hiring Charge payable will be the total of the minimum or base Hiring Charge and the additional amount.
 - (c) the Hiring Charge may be set out or calculated other than as provided for in (a) or (b) above as recorded in the Confirmation Letter and may include provision for payment of a Deposit.
- 2) **Payment of Hiring Charge**
The Hiring Charge shall be paid by the Hirer to NSEC as set out in the Confirmation Letter except to the extent as set out in the Confirmation Letter and as to any balance of the hiring Charge payable prior to the commencement of the Hiring Period or as otherwise specified in the Confirmation Letter.
- 3) **Non Refundable Payments**
The payments set out in the Confirmation Letter are non refundable and are to be paid as provided for in the Confirmation Letter and will be applied by NSEC towards the total Hiring Charge, except in the case of any cancellation in which case clause 4(2) shall apply.
- 4) **Bond**
 - (a) Costs shown against items in the Confirmation Letter relating to cleaning, security, staff, equipment and the setting up and dismantling of equipment are estimates based on information provided by the Hirer. If those costs are exceeded, the Hirer is liable to pay the amount of excess to NSEC.
 - (b) The Hirer will pay when demanded the Bond set out in the Confirmation Letter. The bond will be applied by NSEC towards the excess.
 - (c) If the Bond is less than the excess the Hirer will pay the difference to NSEC on demand. If the Bond is more than the excess NSEC may apply the balance to meet any liability of the Hirer under this agreement, but otherwise will refund it.
- 5) If the Hirer does not pay the Hiring Charge, Deposit or Bond as soon as any of such items become due the Hirer shall, at the discretion of NSEC as to whether such deeming shall operate, be deemed to have cancelled the hiring under clause 4 of these Conditions of Hire. NSEC will not be liable for any loss arising from such cancellation.

4. Cancellation

- 1) Any cancellation of the hiring by the Hirer shall be effected by the Hirer giving the Centre Manager notice in writing of the cancellation.
- 2) If the Hirer cancels the hiring for any reason, regardless of whether notice is given, or the hiring is cancelled for any other reason, other than through the default of NSEC or as otherwise specifically provided in this agreement, NSEC may retain the whole of the Hiring Charge paid or any lesser amount actually paid which may be applied by NSEC towards NSEC's costs and expenses, and loss of revenue on account of cancellation, and otherwise as liquidated damages but without releasing the Hirer from liability to NSEC for losses sustained by NSEC arising directly or indirectly from the cancellation.

5. Cancellation by the Centre Manager

- 1) The Centre Manager may cancel the hiring of the Facilities at any time without notice to the Hirer.

- 2) In addition to its rights under clause 5. 1)the Centre Manager may cancel the hiring if in the Centre Manager's opinion:
 - (a) the Facility will be unfit for use during the Hiring Period; or
 - (b) the Facilities may be damaged by use for the Hiring Purpose; or
 - (c) the Hirer has failed to comply with these conditions of hire; or
 - (d) if the hire of the Facilities proceeds NSEC will or may be in breach of any legal duty or obligation, whether actual or potential, directly or indirectly arising from the undertaking of the Hiring Purpose.
- 3) Where the Centre Manager cancels the hiring, the Deposit or any prepaid Hiring Charge will be repaid to the Hirer less any costs incurred by NSEC on account of the hirer breaching clause 5(2)(c).
- 4) NSEC will not be liable in any circumstances for any loss, damages, claims or costs directly or indirectly arising out of cancellations of the hiring by the Centre Manager.

6. Hirer's Obligations

- 1) The Hirer will:
 - (a) Obtain a public risk insurance policy to the value specified by the Centre Manager in the joint names of the Hirer and NSEC or where the hirer holds an existing policy to a value and type of cover acceptable to the Centre Manager, instruct the insurer to endorse such policy to note the interest of NSEC in respect the hiring and will produce the policy or endorsement to the Centre Manager on demand;
 - (b) obtain all necessary consents from all persons interested in the copyright or performing rights of any matter used by the Hirer;
 - (c) Submit details of temporary floor mounted structures, including stages, seating tiers, platforms, partitioning and including local authority requirements where applicable;
 - (d) Submit details of temporary loadings suspended from the existing Events Centre roof structure in accordance with the NSEC SWL data;
 - (e) Comply and operate in accordance with all current statutory and regulatory requirements and preferred work practice documents including:
 - Heath and Safety in Employment Act 1992 and Resource Management Act 1991;
 - A Guide for Safe Working Practices in the New Zealand Theatre and Entertainment Industry;
 - Approved Code of Practice for Load-Lifting Rigging;
 - Approved Code of Practice for the Safe Erection and Use of Scaffolding;
 - Guidelines for the Prevention of Falls
 - (f) pay such further charges as determined by the Centre Manager on demand if:
 - i) any part of the Events Centre other than the Facilities is used by the Hirer, or
 - ii) the Facilities are used by the Hirer outside the Hiring Period.
 - (g) promptly comply with any and all instructions given by the Centre Manager as to use of, and access to and from, the Facilities;
 - (h) supervise and control all competitors and officials and restrict spectators to areas designated by Centre Manager for their use;
 - (i) leave the Facilities and any changing rooms, toilets and showers in a reasonably clean and tidy condition;

- (j) ensure that all competitors and officials wear footwear that will not mark the sports hall main playing area floor;
 - (k) permit the Centre Manager or any person or persons authorised by the Centre Manager to enter the Facilities at any time without charge;
 - (l) ensure no illegal activity is undertaken;
 - (m) provide for and undertake a safety (fire and emergency) briefing for the number of persons determined by the Centre Manager to be necessary, prior to use of the Facilities;
 - (n) provide at the Facilities during the hiring period those persons who attend the safety briefing, for the purpose of ensuring safety in an emergency.
- 2) The Hirer will not without the approval in writing of the Centre Manager:
- (a) use the Facilities for any purpose other than the Hiring Purpose;
 - (b) allow any person not subject to the direction and control of the Hirer to use the Facilities;
 - (c) hawk, sell, dispose of or supply anything whatsoever at or in the North Shore Events Centre or do so contrary to any condition imposed by the Centre Manager;
 - (d) use any electronic equipment including scoreboards and timing equipment;
 - (e) bring, or permit to be brought into the Events Centre any animal;
 - (f) bring, or permit to be brought into the Events Centre any illegal drugs or any alcoholic beverage, unless in the case of alcoholic beverages a liquor licence has been issued and shown to the Centre Manager and the terms of such licence are acceptable to the Centre Manager;
 - (g) rehire the Facilities to any person;
 - (h) use any part of the Events Centre other than the Facilities;
 - (i) alter, move or remove any fixture, fitting or furnishing of the Facilities of the Events Centre;
 - (j) erect or display within the Events Centre any advertisement or do so contrary to any conditions imposed by the Centre Manager;
 - (k) take any collection in or adjacent to the Events Centre;
 - (l) conduct any game of chance, or mixed chance and skill, sweepstake or lottery in or adjacent to the Events Centre;
 - (m) erect any marquee, hut, stall or similar structure in or adjacent to the Events Centre or do so in contrary to any conditions imposed by the Centre Manager.
 - (n) sell, offer or expose for sale or permit to be sold, offered or exposed for sale any refreshments or other goods or any service;
 - (o) bring or permit to be brought into the Events Centre anything which in the opinion of the Centre Manager is or could be a dangerous good or otherwise illegal or harmful;
 - (p) bring or permit to be brought to or into the Event Centre or the grounds of the Events Centre any confetti;
 - (q) apply chalk, resin, talcum powder or any other substances to any floor or walls within the Events Centre;
 - (r) fix or exhibit any sign, notice or advertisement in or upon any part of the Events Centre without the written consent of the Centre Manager. For this purpose the Hirer shall submit a proposal for display of any sign, notice or advertisement, including sponsor and directional signage, to the Centre Manager for approval including a copy of the proposed sign, notice or advertisement.
 - (s) permit property or plant pertaining to any event or activity for which the Facilities have been hired to be left at or in the Facilities before the commencement of the hiring period or after the conclusion of the

hiring period. Any such property or plant of the Hirer so left may be disposed of by NSEC on the expiry of 30 days from the end of the hiring period and any moneys obtained from the sale may be used to defray expenses and any other monies owing to NSEC by the Hirer with any balance remaining to be paid to the Hirer.

7. Fitness for Hiring Purposes

The Hirer agrees that it has satisfied itself that the Facilities are fit for the Hiring Purpose, and acknowledges that NSEC does not warrant that the Facilities are fit for the Hiring Purpose.

8. Damage or Loss to the Events Centre

The Hirer agrees to pay to NSEC on demand the cost of repairing or making good any damage to the Events Centre and the cost of replacing any equipment lost or destroyed arising out of or incidental to the hiring other than damage caused by events outside the control of the Hirer.

9. Exclusion of Liability and Own Risk

- 1) NSEC will not be liable for:
 - a) any loss or damage caused directly or indirectly by any fault in or failure of electricity supply, lighting, heating, electronic equipment or public address systems, or
 - b) any loss or injury to any person or their property no matter how it arises.
- 2) The Hirer uses the Facilities entirely at its own risk in all respects and releases, to the full extent permitted by law, NSEC from all liability directly or indirectly arising out of the hiring and use of the Facilities

10. Indemnity

The Hirer will indemnify and keep indemnified NSEC and its respective employees, contractors and agents against all actions, proceedings (including prosecutions to the extent permitted by law), claims, costs and demands which may be brought or made against NSEC by any person in respect of loss, damage or injury arising out of or in connection with, and whether directly or indirectly, the hiring of the Facilities by the Hirer and against all costs (including legal costs on a solicitor and own client basis), damages and expenses which may be incurred by it in defending or settling those actions, proceedings, claims or demands.

11. Admission and Removal of Person

The Centre Manager may at any time, in its absolute discretion:

- a) refuse admission of any person to the Events Centre;
- b) direct any person or persons to leave the Events Centre;

12. Closure of Facilities

- 1) If
 - (a) a person who has been refused admission to the Events Centre enters it, or
 - (b) a person who has been directed to leave the Events Centre fails to do so, the Centre Manager may close the Facilities.

- 2) If the Manager closes the Facilities in consequence of 1) (a) or 1) (b):
 - (a) the Hirer will be deemed to have voluntarily abandoned the hiring;
 - (b) the Hiring Charge will not be refunded, and the provisions of clause 4 shall apply and
 - (c) the NSEC will not be liable for any loss or damage sustained by the Hirer or any other person (including claims made through the Hirer) as a result of the closure.
- 3) The Manager may at any time in its absolute discretion, close the Facilities for the purpose of ensuring the safety of those present.

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