



Venue Hire General Terms and Conditions

1. THE EVENT AND HIRE OF THE VENUE

- 1.1. By signing the Venue Hire Agreement the Hirer warrants and agrees that the Event/Use is accurately and comprehensively described in the Venue Hire Agreement.
- 1.2. The Hirer warrants and agrees that the Venue will not be used for any performance or activity that is of an objectionable nature, is in breach of reasonable standards of public decency or is likely to create a nuisance. If there is any likelihood of objectionable content of any kind, in the Event/Use, then the Hirer must disclose this to the Venue Operator prior to signing the Agreement or as soon as practicable after becoming aware of this and ensure that this is clear in all marketing and promotional material. At any time the Hirer is responsible for use or performance with such objectionable content or if the Hirer discloses that the Event/Use will involve such objectionable content then the Venue Operator may choose, in its sole discretion, either to allow the use of the Venue or cancel the booking without any liability to the Hirer.
- 1.3. The Hirer agrees that they, their guests or any hire company employed by the hirer, will not in any shape or form touch or tamper with the Venue.

2. HOURS OF OPERATION

- 2.1. The Venue will be available on the date of hire from 8.00am until 10.00pm, subject to any other commencement and finish times agreed to by the Venue Operator and recorded in the Venue Hire Specific Terms.
- 2.2. The Hirer acknowledges that the Event/Use must finish at the earlier of the finish time as recorded in the Venue Hire Specific Terms or 10.30pm.
- 2.3. All clean-up and removal of personal equipment / supplies / decor must be completed by the finish time as recorded in the Venue Hire Specific Terms, or in the event that the finish time is 10.30pm.
- 2.4. The Hirer will be charged an additional fee of \$100.00 per hour for every hour (or part thereof) that the Hirer exceeds the finish time (including clean-up and removal of equipment / supplies).

Venue Hire General Terms and Conditions cont...

- 2.5. The Venue Operator is not responsible and will not be liable for any damage or theft of items left by the Hirer (or any guest, invitee, employee or agent of the Hirer) at the Venue following the Event/Use.
 - 2.6. The Venue Operator will ensure that a staff member is at the Venue to open the Venue at the commencement time and provide information and direction to the Hirer as needed. The staff member will not be available to serve/decorate or be involved with the Event/Use in any other respect.
 - 2.7. Any set up in the Folly, indoor ceremony or other areas outside of the immediate venue will incur a
 - 2.7.1.1 \$50.00 fee per staff per hour for the duration of that job.
 - 2.8. Any weddings over 100 people may be charged for extra venue staff. Extra Portaloos maybe asked to be provided.
 - 2.9. Access may be provided to the venue the day before your wedding, if there is no other event. The hours of 2.30pm – 4.30pm are dedicated to set up and ceremony rehearsal. If you need to change these hours please talk to the venue management. Please be aware that the venue will be allowing other weddings to come and have their ceremony rehearsal and viewings will be taking place. Should set up run over time the venue will reserve the right to charge \$100.00 per hour overtime for staff and fuel.
3. USE AND CARE OF THE VENUE
- 3.1. During the Hire period, the Hirer shall:
 - 3.1.1. only use the Venue for the Event/Use as described in the Venue Hire Agreement or as amended and approved by the Venue Operator.
 - 3.1.2. ensure that the number of people in the Venue does not exceed the maximum permitted number (100 people)
 - 3.1.3. 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.
 - 3.1.4. not allow anything to be attached to any part of the interior or exterior of the Venue without written approval from the Vendor Operator, and in particular not use any adhesive tape, nails, tacks, staples, blu-tack or any other similar fixing device or product.

Venue Hire General Terms and Conditions cont...

- 3.1.5. not construct or erect any rigging, scaffolding or other temporary structure or suspend any object or thing from the ceiling of the Venue without obtaining the prior approval of the Venue Operator. It shall be a condition of any such approval that such work be carried out by a suitably competent or qualified person.
- 3.1.6. Written approval must be obtained in advance for all electrical devices taken into the Venue and must comply with New Zealand standards. Further the Hirer shall not connect any electrical installation or equipment or fitting to the electricity supply of the Venue without obtaining the prior approval of the Venue Operator to such connection or installation and provided always that such installation or connection as approved by the Venue Operator is carried out by a suitably qualified and certificated person as required by current New Zealand legislation.
- 3.1.7. ensure that all equipment brought into the Venue is fireproof or fire safe.
- 3.1.8. not use any of the Venue's equipment, fixtures, fittings, heating or ventilation systems other than for their intended purpose
- 3.1.9. not bring any live animals to the Venue.
- 3.1.10. not deposit any substance in the toilets, sinks or drains that could cause blockage or damage
- 3.1.11. not use or allow to be used in the Venue any form of lighting with a naked flame (including oil burners or candles unless the candles are enclosed in a glass or non- flammable holder).
- 3.1.12. not bring to the Venue any firearms, explosives, flammable liquids or other dangerous substances (including fireworks or pyrotechnics) or goods which may cause damage or injury to property or persons, except with the prior written consent of the Venue Operator and then only in accordance with the conditions of that consent
- 3.1.13. leave all equipment, facilities and the Venue in good, clean and tidy order at the end of each Event/Use
- 3.1.14. ensure that all persons attending the Event/Use have vacated the Venue at the end of the Hire Period
- 3.1.1 immediately notify the Venue management of any damage caused to the Venue or items of furniture, fitting, fixture or chattel within the Venue, in order that the Venue Operator can arrange for the damage to be repaired with such repair to be paid by the Hirer

Venue Hire General Terms and Conditions cont...

- 3.2. The Hirer shall conduct and manage its use of the Venue in an orderly and lawful manner, and shall remain responsible for the conduct of its employees, volunteers, contractors, performers, agents and invitees shall ensure that none of them behave in any riotous, offensive or disorderly manner (including drunken behavior) or in such a manner that is likely to cause danger or annoyance to
- 3.2.1 other members of the public or damage the reputation the Venue Operator. The Hirer acknowledges that the Venue Operator 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 the
- 3.2.1 Venue Operator for any claims that may be ade against the Venue Operator as a result of such action.
- 3.3. The Hirer acknowledges that all food must be prepared off-site prior to the commencement of the Event/Use, and can only be brought onto the premises and served by the Hirer or by a caterer employed/contracted by the Hirer. The Hirer must ensure that the Hirer or the caterer co-ordinates with the Venue Operator at least two (7) days prior to the commencement of the Event/Use to confirm the arrival time of catering staff.
- 3.4. The Hirer must agree in advance with the Venue Operator, in relation to any delivery to the Venue of equipment or supplies for the Event/Use before the Hire Period. Such advance deliveries must be clearly marked for the Event and may only be received at the Venue after prior negotiation and agreement between the Venue Operator and the Hirer, before the Hire Period and subject to suitable storage being available at the Venue. Should the Hirer require access to the Venue at any other time than those specified, it will only have access with the prior approval of the Venue Operator. Any advance deliveries to the Venue are entirely at the risk of the Hirer and will only be received by the Venue Operator on the basis that the Venue Operator has no liability for loss or damage to any equipment or supplies, before, during and after the Event. To facilitate advance deliveries to the Venue, the Venue Operator may sign delivery receipt documentation on behalf of the Hirer, provided always that the Venue Operator accepts no liability in relation to the deliveries and the Hirer will fully indemnify the Venue Operator and the Venue Owner in this regard.
- 3.5. Unless otherwise agreed in advance, all equipment and supplies relating to the Event/Use must be removed at the end of the Hire Period.

Venue Hire General Terms and Conditions cont...

- 3.6. SMOKING is prohibited inside the Venue and accommodations. No smoking of any kind is permitted.
- 3.7. No alcohol is to be sold at the Venue.
- 3.8. CHILDREN – must be supervised at all times. The Camp has unfenced waterways
- 3.9. NOISE – There shall be no excessive noise amplification operating outside. Any sound system used including a band or a DJ must be played until 8.00pm. Which is set at levels in accordance with the Queenstown District council.
 - 3.9.1 It is the hirers responsibility to ensure Bands / DJ's / performers must be made aware of the above and to contact The Camp for details.
- 3.10. DOGS - No Dogs are allowed at any event / viewing / function / accommodations unless prearranged with management. Dog policy must be signed and followed.
4. EMERGENCY PROCEDURES
 - 4.1. The Hirer agrees to appoint someone in the hire group to act as a warden for each Event/Use. The Hirer agrees to familiarize itself with the location of the exit points, fire alarm call points, fire extinguishers
 - 4.2. Before the Event/Use, the appointed warden nominated by the Hirer must verbally notify all users of exit points. If the Hirer finds a fire or if there is a significant earthquake while the Hirer is using the Venue then the appointed warden must:
 - 4.2.1 instruct people to the nearest exit, directing them to the assembly area and must check the area is cleared
 - 4.2.2. remain outside the Venue and Accommodations and liaise with the Fire Service upon their arrival
 - 4.2.3. ensure that no one re-enters any building until the all clear is given by Venue Operator or the Fire service.
5. HEALTH AND SAFETY
 - 5.1. The Hirer will be responsible for the health and safety of all of the Hirer's employees, volunteers, contractors, agents and invitees while at the Venue.
 - 5.2. The Hirer will ensure that every employee, volunteer, contractor and agent of the Hirer working at the Venue during the hire period is informed of the Venue's Health and Safety Policy and will comply with it.

Venue Hire General Terms and Conditions cont...

- 5.3. The Hirer will immediately notify the Venue Operator of any hazards which the Hirer observes or becomes aware of at the Venue. The Hirer must also immediately notify the Venue Operator of any incident or accident it becomes aware of at the Venue involving any equipment or any of the Venue Operator's employees and the Hirer will provide the Venue Operator with such assistance as may be necessary to conduct any incident or accident investigation.
 - 5.4. The Hirer will indemnify the Venue Operator against any loss or damage suffered due to its failure, or the failure of the Hirer's employees, volunteers, contractors, or agents to comply with its obligations under this Agreement. In particular the Hirer will indemnify the Venue Operator for any direct or indirect losses in relation to any incident or accident involving the Hirer or any of its employees, volunteers, contractors, agents or invitees where the Venue Operator is prosecuted or a fine, penalty or levy is imposed on the Venue Operator (including court costs and any legal costs reasonably incurred by the Venue Operator in defending, or seeking advice on, any incident or accident).
 - 5.5. The Hirer acknowledges that The Camp is a campgroup in a rural area and that there are multiple hazards associated with this. The Hirer will ensure that, in addition to the requirements of clause 8, the warden will specifically advise the Hirer's guests of this and the location of open waterways.
 - 5.6. The Hirer acknowledges that the Venue is not designated for childcare purposes and there may be potential hazards present. The Hirer must advise parents to supervise their children at all times.
 - 5.7. **THE VENUE OPERATOR MAY, IN THEIR SOLE DISCRETION, AMEND ANY TERMS OF THIS AGREEMENT OR ANY OTHER AGREED TERMS, DUE TO HEALTH AND SAFETY RISKS**
6. .PAYMENT TERMS
- 6.1. 20% non-refundable deposit must be paid 7 days after receipt of an invoice from the Venue Operator. Any amounts payable by the Hirer must be paid without deduction. A 100% non – refundable deposit for the venue and the first 2 pages of the venue contract correctly filled in for the venue, is required within 7 days of placing a booking to secure the function date, or earlier, in the event of another enquiry for that date. Bookings are confirmed upon receipt of the 100% deposit.

Venue Hire General Terms and Conditions cont...

In the event a deposit is not received within 7 days of placing a booking, the booking is deemed to have been abandoned.

- 6.2. Balance must be paid 45 days prior to the hire date. If any amount remains unpaid after the due date the Venue Operator may cancel this agreement without prejudice to the liability of the Hirer for breach of the terms of this Agreement

45 Days prior to the event/use: the full Venue Hire Fee is payable and non- refundable.

45 Days prior to the event/use: the full Bond Fee is payable and will be refunded in full after the event unless there is damage or extra cleaning or theft.

- 6.3. The Hirer will pay all the Venue Operator's costs and expenses (including legal costs) in enforcing the Hirer's obligations under this agreement and recovering payment of moneys owed by the Hirer.

7. BOOKING CONFIRMATION

- 7.1. No booking for hire of the Venue AND ACCOMMODATIONS is confirmed until the Hirer has signed the Venue Hire Agreement, paid the Deposit and the Venue Operator has confirmed the Hirer's booking in writing. Prior to confirmation of any booking by the Venue Operator, the Venue Operator may decide to allow other prospective hirers to book the Venue and will inform the Hirer if this has occurred.

8. CANCELLATION

- 8.1. For cancellations before 45 days prior to event – 20% deposit not refundable
- 8.2. Cancellations within 45 Days or less prior to hire dates – no refund is applicable
- 8.3. No reduction for early departure or late arrival. No shows will be charged for the full time booked.
- 8.4. The Venue Operator may cancel the Hirer's booking and this Agreement if the Vendor Operator considers that holding the Event/Use or the nature of the Event/Use 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 reasonable standards of public decency. Where this contravention

Venue Hire General Terms and Conditions cont...

is not apparent from the description of the Event/Use provided by the Hirer, the cancellation will be deemed to be a cancellation by the Hirer and the cancellation fees will apply.

- 8.5. The Venue Operator reserves the right to cancel this Agreement should the Hirer breach any term of this agreement without releasing the Hirer from liability in respect of any breach of or liability to pay all amounts due under this Agreement.
- 8.6. Should an event occur where the Venue can still operate but the Hirer cannot be present this would still be considered a booking and will fall under the terms of clause 6
- 8.7. Should an event occur where the New Zealand Government imposes a Lockdown, where the Hirer and the Venue are bound by the New Zealand law. The Venue is happy to help the client to make a one-off change of date for their booking. Subject to availability and new rates for the new dates may apply. Should the Hirer choose to cancel their booking outside the 45 days prior to hire dates the deposit is non-refundable. If the cancellation is within the 45 days, the full hire amount is non-refundable.

9. MODIFICATIONS

- 9.1. Modifications outside the 45 days prior to hire dates
- 9.2. Modification made within 45 days prior to hire dates require an amendment fee of \$500.00

All modifications are permitted subjected to availability and to an equal or higher monetary value.

10. LIABILITY AND INDEMNITY

- 10.1. The Hirer indemnifies and holds harmless the Venue Operator from and against all claims, losses damages, liabilities, costs, fines, levies, penalties, losses and expenses (including reasonable legal fees) arising directly or indirectly out of any breach of the Hirer's obligations under this Agreement or the termination of this Agreement, or from any loss, damage or injury caused or contributed to by the Hirer or any of its employees, volunteers, contractors, performers or agents:
 - 10.1.1. to any persons;
 - 10.1.2. to the Venue or any property or facilities located or stored in the Venue;
 - 10.1.3. arising out of any accident, damage, theft or loss of any property or injury occurring to any person or property in or about the Venue, by reason of any act or omission by the Hirer or any person under the Hirer's control or any other person associated with the Hirer; or
 - 10.1.4. any action taken by any person who is dissatisfied by the Event/Use or any matter arising out of the Event/Use or any amendment to the Event/Use.

Venue Hire General Terms and Conditions cont...

11. LIMITATION OF LIABILITY

- 11.1. The Hirer acknowledges and agrees that the Venue Operator is not responsible for loss or damage to any of the Hirer's property in the Venue and Accommodations, except where that loss or damage is caused by the Venue Operator's negligence.
- 11.2. The Venue Operator shall not be liable to the Hirer under contract for any indirect or consequential loss arising under or in connection with this Agreement including loss of profits, revenue, goodwill or opportunity. The extent of the Venue Operator's liability to the Hirer under this Agreement (collectively) for any loss, damage, claim or expense (whether due to the Venue Operator's negligence or otherwise) is limited in aggregate to the amount of the Venue Hire Fee.
- 11.3. The Hirer acknowledges it acquires the rights under this agreement for the purpose of supplying goods and services in its business and accordingly it is agreed that, to the maximum extent permitted by law, the provisions of Consumer Guarantees Act 1993 do not apply to this Agreement.
- 11.4. The Venue Operator does not warrant that the Venue is or will remain suitable or adequate for any of the Hirer's purposes and it is up to the Hirer to satisfy itself independently regarding the suitability of the Venue.

12. FORCE MAJEURE

- 12.1. Neither Party shall be responsible to the other for any delay in performance or non-performance if any statute, governmental regulation or any act of god, fire, natural disaster or damage to the Venue or other causes beyond the reasonable control of that party shall render performance impossible. (Force Majeure excludes any event which the Party could have prevented or overcome by exercising a standard of reasonable care and excludes a lack of funds for any reason.) In the event of such a force majeure, the parties shall agree to extend the time for performance or cure to such time which is acceptable to both parties or failing agreement to cancel the agreement where the Hire Period has not yet commenced.

13. ASSIGNMENT

- 13.1. The Hirer shall not assign the benefit of this agreement nor grant any sub-licence or otherwise deal in any manner with this agreement or the right to use the Venue without the express prior written agreement of the Venue Operator.

Venue Hire General Terms and Conditions cont...

14. JURISDICTION

- 14.1. This agreement shall be governed by and interpreted in accordance with the laws of New Zealand.

15. ENTIRE AGREEMENT

- 15.1. This agreement constitutes the entire between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements, and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement.

16. WAIVER

- 16.1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17. ADDITIONAL CHARGES

- 17.1. In addition to the Venue Hire Price, the Hirer will be charged for:

17.1.1 damage to the Venue and equipment or theft of any of the Venue Operator's property from the Venue caused by the Hirer or its invitees or arising from the Hirer's lack of care or any other breach of this Agreement.

17.1.2. additional rental at the current market rate for the period that the Venue is unavailable for public rent as a consequence of such damage.

17.1.3. extra cleaning, rubbish removal, repair or reinstatement of the Venue and equipment that the Venue Operator reasonably considers is required after each Event/Use.

17.1.4. costs, expenses or losses incurred by the Venue Operator as a result of a breach or non-observance of these Terms and Conditions by the Hirer, its employees, volunteers, contractors, performers, agents or invitees.

Venue Hire General Terms and Conditions cont...

17.2. Without prejudice to the liability of the Hirer, the Venue Operator will deduct any additional charges from the Bond and pay the balance of the Bond to the Hirer within 7 days of the end of the Hire Period or the date any damage by the Hirer or its invitees to the Venue and equipment is repaired, whichever last occurs.