

VENUE HIRE AGREEMENT TERMS AND CONDITIONS – PAPAMOA SURF CLUB

1. Definitions

Unless the context otherwise requires:

- 1.1 “Agreement” means this Venue Hire Agreement, which incorporates and includes the Venue Hire Booking Form, these Terms and Conditions and any schedules or annexures to this Agreement;
- 1.2 “Booking Form” means and includes the Hirer and Event details attached to this Agreement;
- 1.3 “Club” means the Papamoa Surf Lifesaving Club Incorporated;
- 1.4 “Deposit” means the initial payment to be made by the Hirer on account of the Venue Hire Fee to secure the booking;
- 1.5 “Event” or “Events” means the event or events for which the Venue is hired as described in the Booking Form;
- 1.6 “Hire Period” means that period during which the Hirer will hire the Venue from the Club as specified in the Booking Form;
- 1.7 “Hirer” means the person, company or other entity named as Hirer in the Booking Form and includes (if applicable) its directors, trustees, officers, contractors, employees, agents, ticket holders and invitees;
- 1.8 “Other Charges” means the charges payable by the Hirer to the Club in addition to the Venue Hire and Service Fees;
- 1.9 “Services” means and includes any technical, security, supply of equipment and other services in addition to the Venue Hire to be provided by the Club or such other third party supplier and “Service Fees” means the total fees to be paid by the Hirer to the Club under this Agreement;
- 1.10 “Terms and Conditions” means these terms and conditions as may be modified, varied or added to by any specific terms and conditions agreed in writing between the Hirer and the Club;
- 1.11 “Venue” means the Papamoa Surf Club;
- 1.12 “Venue Hire Fee” means the total fee to be paid by the Hirer to the Club to hire the Venue as detailed in the Booking Form;

2. Venue Hire and Event

- 2.1 **The Event:** The Hirer warrants and agrees that the Event has been accurately described to the Club as set out in the Booking Form and that the Venue will not be used for any performance, function or activity that is of an objectionable nature, is in breach of reasonable standards of public decency or is likely to create a nuisance.
- 2.2 **Hire of Venue:** The Club agrees to allow the Hirer to use the Venue for the Event during the Hire Period subject to the terms and conditions of this Agreement.

- 2.3 Venue Hire:** The Venue Hire Fee covers the hire of the Venue only. The Hirer will pay the Club the Venue Hire Fee for the hire of the Venue.
- 2.4 Deposit Payment:** The Hirer will pay the Deposit being 50% of the Venue Hire Fee within 7 days of the date an invoice is rendered by the Club for the Deposit. If the Hirer fails to pay the Deposit by its due date, the Club may cancel the Hirer's booking and terminate this Agreement without any liability to the Hirer.
- 2.5 Balance Payment:** The balance of the Venue Hire Fee is to be paid by the Hirer at least 30 days prior to the Hire Period.
- 2.6 Services:** The Club will provide the Hirer with the Services in accordance with his Agreement and the Booking Form. The Hirer will pay the Club the Services Fees for the provision of the Services following receipt of an invoice for such Services.
- 2.7 Additional Services:** Any Services requested by the Hirer and provided by the Club and not detailed in the Booking Form shall be paid for by the Hirer within 7 days of an invoice being rendered.
- 2.8 Default Interest:** The Club may charge interest for late payment on all amounts due and payable under this Agreement. The default interest rate will be calculated daily on unpaid amounts at the then current ANZ Bank New Zealand Limited commercial overdraft rate from the due date for payment down to the date of payment in full.
- 2.9 Costs:** The Club may recover from the Hirer all costs and expenses of collecting payment including but not limited to debt recovery fees and legal fees.

3. Booking

- 3.1 Confirmation of Booking:** There will be no confirmation of a booking for the hire of the Venue until both the Hirer and the Club have completed the Booking Form and have signed this Agreement and the Hirer has paid the Deposit and the Bond. A booking for a particular date may be offered to other prospective hirers by the Club until confirmation has occurred under this clause 3.1.
- 3.2 Hours of Use:** The Hirer is to factor in any required set-up and pack-down time within their requested Hire Period. Hirers may not enter the Venue until the Hire Period commences, and all Events shall finish at the completion of the Hire Period and the Venue vacated. The Hirer shall comply with designated Tauranga City Council requirements for operation of the Venue as advised by the Club.

4. Bond

- 4.1** The Hirer shall pay a bond of \$500 to the Club for the Event or Events as a guarantee against potential loss or damage where the event is an evening event, or where the Hire Period is for more than two consecutive days.
- 4.2** A refund of the Bond shall only be made to the Hirer if all obligations of the Hirer under this Agreement are fulfilled, no extra cleaning is required and no damage to the Venue or its contents is sustained following inspection by the Club after the Event, otherwise any applicable extra costs will be deducted from the Bond and any additional amounts over and above the Bond will be invoiced to the Hirer.

5. Other Charges

- 5.1 In addition to the Venue Hire Fee and the Services Fees the Hirer will be charged for:
- a. damage to the Venue or theft of any property from the Venue during the Hire Period. The Hirer shall be entitled to inspect the Venue prior to the Event to determine the existing condition of the Venue;
 - b. extra cleaning, rubbish removal, repairs or reinstatement of the Venue that the Club reasonably considers is necessary after the Event;
 - c. costs, expenses or losses reasonably incurred by the Club as a result of breach of these terms and conditions.

6. Access to the Venue

- 6.1 The Hirer must comply with all access procedures as notified by the Club.
- 6.2 The Club will arrange with the Hirer for the Venue to be opened as required. If the Hirer requires access for Event set up purposes outside of normal business hours – 8.30am to 5pm weekdays or on weekends then a swipe access key can be issued to the Hirer but will remain the property of the Club. A bond for a swipe access key of \$50 will be paid to the Club by the Hirer and will be refunded when the swipe access key is returned to the Club. Any costs for lost swipe access keys shall be charged to the Hirer and deducted from the swipe access key bond paid.

7. Use and Care of the Venue

- 7.1 **Use:** The Hirer will comply with all health and safety requirements specified for the use of the Venue by the Club, and the Hirer shall not obstruct or block off exits and emergency exits and will advise all Event attendees of the required Venue evacuation procedure at the commencement of the Event.
- 7.2 **Conduct at the Venue:** During the Hire Period the Hirer shall conduct and manage its use of the Venue in an orderly and lawful manner and will be responsible for the conduct of its employees, invitees, officers, contractors, agents and ticket holders. The Hirer will ensure that none of the attendees will behave in an offensive, disorderly or drunken manner or in such a manner as to cause danger or nuisance to the public or Club Staff or contractors, or behave in a manner that is likely to damage the Venue or the reputation of the Venue and the Club. The Hirer acknowledges that the Club and its employees and contractors may eject or refuse entry to the Venue to any person who fails to behave in accordance with this clause.
- 7.3 **Compliance with Laws:** The Hirer shall comply at all times during the Hire Period with all applicable statutes, regulations, by-laws and rules of conduct for the Venue.
- 7.4 **Care of Venue:** The Hirer during the Hire Period shall ensure that 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 in the same good order and condition at the end of the Hire Period as it was in at the commencement of the Hire Period. The Hirer shall not permanently mark, paint, drill or otherwise deface the Venue or make any alterations to the structure, fittings, fixtures or furniture at the Venue. The Hirer shall ensure that:

- a. the Venue is left in a clean and tidy condition;
- b. no equipment or apparatus of the Club not relevant to the Venue Hire is used or disturbed;
- c. all external furniture removed;
- d. all windows and doors to be shut and properly locked and checked;
- e. all lights and fans must be switched off;
- f. all alarms to be set.

7.5 **Prohibited Activities at the Venue:** During the Hire Period the Hirer must ensure that:

- a. no firearms, explosives, flammable substances or other hazardous or dangerous substances (including dry ice machines, smoke machines, fireworks or other pyrotechnics) heavy plant and machinery or other equipment that may cause damage or injury to property or persons are brought into the Venue or placed in the Venue carpark;

7.6 The Venue is not to be used for the purposes of stag and hen nights, unsupervised non-Club member parties or events such as 21st birthdays or parties involving unsupervised minors under 18 years.

7.7 **No Smoking:** The Venue is strictly a “no-smoking area” and the Hirer must adhere to and enforce this policy and the requirements of the Smoke Free Environments Act 1990, and Smoke Free Environments Act 2003 at all times.

7.8 **Supervision of Minors:** The Hirer is responsible for the supervision of children under the age of 18 years at all times during the Event and Hire Period. Where the Event to be held has the majority of attendees aged 21 years or younger, the Hirer must discuss and confirm supervision arrangements with the Club prior to the Event.

7.9 **Respect for Beach Reserve and Neighbouring Properties:** The Hirer shall ensure that all attendees respect the Papamoa Beach reserve environment and sand dunes and neighbouring properties including but not limited to Tauranga City Council reserve areas, toilet blocks and other adjacent businesses and residential properties immediately adjacent to the Papamoa Domain Reserve etc.

7.10 **Temporary Structures:** The Hirer shall not construct or erect any rigging, scaffolding or other temporary structure or suspend any object or item from the ceiling or walls of the Venue without first obtaining the consent of the Club.

- 7.11 **Decorations:** Any decorations that the Hirer proposes to install at the Venue shall first be approved by the Club. Any decorations that are approved shall be removed by the Hirer at the end of the Hire Period to the satisfaction of the Club.
- 7.12 **Removal of Equipment and Supplies:** The Hirer shall remove all equipment and supplies relating to the Event at the end of the Hire Period. The Club may dispose of any equipment and supplies not removed by the Hirer within a reasonable time after the Hire Period has ended. The Club accepts no responsibility for equipment or supplies left at the Venue.

8. Food and Alcohol

- 8.1 **Liquor Licence:** The Club will apply for a Special Liquor Licence (with Tauranga City Council) on behalf of the Hirer, to enable the sale of alcohol to Event attendees. The Special Liquor Licence fee for up to 100 people is \$80, or \$207.00 for 100- 400 people and is payable by the Hirer. The Hirer is required to supply certain information for this application- such as the number of guests, bar opening times, catering & entertainment. All information required for the application must be supplied as part of the Booking Form. Failure to supply the information requested may result in the your function not proceeding. The application for a Special Liquor Licence is required to be made to TCC at least 20 working days prior to the Event.
- 8.2 There is no BYO alcohol, kegs, beer tankers etc permitted at the Venue.
- 8.3 Under the conditions of any licence issued, bar service and music must cease at 10pm. All drinks including wine, beer, spirits and non-alcoholic drinks must be purchased through the Club who will operate the bar. To comply with Liquor Licencing laws. The bar is managed by a Club employee. They have sole discretion on all matters pertaining to the organisation of the bar, including the number of bar staff required for each function.
- 8.4 **Food:** Where the Hirer requires the provision or sale of food at the Event, the Food and Hygiene Regulations 1974 and the provisions of the Food Act 2014 and its associated regulations and replacement regulations and statutes shall apply. In addition, food supply shall comply with all required Tauranga City Council bylaws, consents and licences for the supply of food at the Venue.
- 8.5 Alcohol supply and catering / food supply costs will be charged at their actual cost to the Hirer by the Club and are in addition to the Venue Hire Fee.

9. Noise

- 9.1 The Hirer must at all times during the Event and the Hire Period keep noise to a reasonable level and ensure that any sound system, music, band or DJ complies with noise regulations imposed on the Venue by Tauranga City Council.
- 9.2 The Hirer shall not introduce any specific sound system, PA, microphone or speaker system to the Venue without first obtaining the consent of the Club.
- 9.3 Any complaints / actions taken in relation to a breach of noise regulations will be the

responsibility of the Hirer at the time of the complaint or action.

10. Security

- 10.1 Where the Hirer is to obtain access to the Venue by way of provision of a swipe access key, the Hirer will be responsible for ensuring that the Venue is kept secure at all times during the Hire Period. Any additional costs incurred by the Club as a result of the Venue not being secured properly by the Hirer shall be charged to the Hirer.
- 10.2 Where the Venue is hired for an Event to be held in the evening the Club will arrange for security guards to be hired to ensure compliance with Tauranga City Council requirements for the Event, these actual charges will form part of the Venue Hire Fee.
- 10.3 If any security alarms or systems are set off by the Hirer or attendees at an Event all call out charges and additional costs will be charged to the Hirer.

11. Furniture and TV Screen:

- 11.1 The Club has some furniture available for use at the Venue and what is included is noted for each specific area to be hired.
- 11.2 Any hired equipment (tables, chairs, linen, etc) and decorations must be removed from the Venue at the conclusion of the Event. Please note that all hired equipment is the responsibility of the Hirer and the Club is not responsible for any hired equipment or its return. Under no circumstances are function room chairs & tables to be taken onto the beach. Please make arrangements to hire furniture if you require it for outdoor use.
- 11.3 The Venue has available for hire a TV Screen if required.

12. Cancellation

- 12.1 **Hirer Cancellation:** If the Hirer cancels the Event:
 - a. 12 weeks or more prior to the Event date, then the Club shall refund 50% of the Deposit and the full Bond;
 - b. within 12 weeks of the Event date, then the Club will not provide a refund of the Deposit, but shall refund the Bond;
- 12.2 **Club Cancellation:** The Club may cancel the Hirer's booking by notice in writing if:
 - a. it considers that the staging of the Event or the nature of the Event will or might contravene any statute, order, regulation or requirement or consent of any local or public authority, or where the Club considers that the event may breach reasonable standards of public decency; or
 - b. it considers that the management of the Event by the Hirer is deficient or inadequate or that the behaviour of the guests or attendees at the Event is

such that the Event might lead to danger or injury to any person or damage to the Venue or reputational damage to the Club and / or the Venue.

- 12.3 **Cancellation – Force Majeure:** In the event that the Club is unable to perform its obligations with regard to the Venue Hire under the Agreement as a result of any fire, flood, earthquake, seismic or volcanic activity, state of emergency, act of God, war, Act of Parliament, regulation or direct of Government, strike, industrial action or epidemic (including but not limited to COVID 19) (“Force Majeure Event”) which is beyond the reasonable control of the Club, then the obligations of the Club pursuant to this Agreement and under these terms and conditions shall be suspended and the Club shall be relieved of its obligations during the period of a Force Majeure Event. The Club and the Hirer shall use their best endeavours to reach agreement on rescheduling or rebooking the Hire Period. If the Event cannot be rebooked as a result of a Force Majeure Event then the Club shall retain 50% of the Deposit. The balance Deposit and any Bond shall then be refunded to the Hirer.
- 12.4 The Club shall not be liable for any loss, claim, expenses liability or other default due to a Force Majeure Event. For the avoidance of doubt a Force Majeure Event does not include an event that could have been prevented by the Club exercising a reasonable standard of care.

13. Termination

- 13.1 The Club may at any time terminate this Agreement by email notice to the Hirer, with immediate effect, in the following situations:
- a. the Hirer is in default of any of its obligations under this Agreement and such default is not remedied within 5 days of notification of such default by the Club to the Hirer;
 - b. if the Hirer fails to pay any amount of money that is due and payable to the Club pursuant to this Agreement, on its due date for payment.
- 13.2 Such termination by the Club will not remove any rights for the Club to recover the Venue Hire Fee and any other actual costs incurred by the Club under this Agreement.

14. Indemnity

- 14.1 The Hirer indemnifies the Club, its employees, officers, contractors and agents from any against all claims, damages, penalties, liabilities, costs, fines, levies and expenses (including reasonable legal fees incurred) of any nature which the Club may suffer or incur as a result of the Hirer breaching its obligations under this Agreement or in relation to any action taken by any person who is unhappy or dissatisfied with the Event or in relation to the negligent or careless use of the Venue by the Hirer.

15. Parking

- 15.1 Parking is only on designated car park areas and there is no parking on cobble or grass areas. The Tauranga City Council carpark area is locked each night so the Club suggest that this carpark is not used by Event attendees and the Hirer.

16. Inspection by Hirer

16.1 The hirer shall permit Club staff or authorised agents to enter the building to check that the conditions of hire are being adhered to. The hirer shall forthwith comply with any direction issued by Club staff or authorised agent.

17. Notices

17.1 Notices may be given by the Club and Hirer by email to the Club at info@papamoalifeguards.co.nz, and to the Hirer by the Club to the email address for the Hirer as noted in the Booking Form.