



TERMS AND CONDITIONS

- A. The Centre at Kerikeri Ltd, trading as the Turner Centre, manages and controls the operation at their venue on 43 Cobham Road, Kerikeri. Hereafter referred to as "Venue";
- B. The person or entity entering this agreement, specified in the Specific Terms. Hereafter referred to as "Hirer";
- C. The Venue and the Hirer agree as follows;

DEFINITIONS/INTERPRETATION

1.1 Unless the context otherwise requires:

"Actual Event Charges" means the final associated costs with regards to venue hire, equipment, personnel, or any services supplied by the venue, which may be different to the Estimated Event Charges;

"Agreement" means the Venue Hire Agreement, including the Specific Terms, these General Terms and Conditions and any Schedules;

"Areas" means those areas within the Venue or any area surrounding or adjacent to the Venue to be hired or used by the Hirer either exclusively or in common with others;

"Deposit" means the initial non-refundable payment to be made by the Hirer as part of the Venue Hire Fee, to confirm the booking, as detailed in the Specific Terms;

"Estimated Event Charges" - The estimate of associated costs with regards to venue hire, equipment, personnel, or any services supplied by the venue

"Hire Period" means that period during which the Hirer will hire the Venue as specified in the Specific Terms from the Commencement Date to the End Date;

"Hirer" means the person named as Hirer in the Venue Hire Agreement and also referred to as "you" in these Terms and Conditions;

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

"Payment Schedule" means the schedule (if any) detailing payment arrangements included in the Venue Hire Agreement;

"Representative" means the person or persons specified as the Hire's Representative in the Venue Hire Agreement, guaranteeing the obligations of the Hirer;

"Specific Terms" means that part of the Venue Hire Agreement referred to as 'Specific Terms' setting out the terms for each hire of the Venue for an Event and will include the Payment Schedule and the Services Schedule;

"Terms and Conditions" means these General Terms and Conditions;

"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 entity named in the Venue Hire Agreement, and also referred to as 'we' and 'us' in these Terms and Conditions; **"Venue"** also refers to the space specified in the Specific Terms and includes the Areas;

"Venue Hire Agreement" means the Agreement. The terms 'Agreement' and 'Venue Hire Agreement' are used interchangeably throughout;

"Venue Hire Fee" means the fee to be paid by the Hirer to hire the Venue as detailed in the Venue Hire Agreement;



“Working Day” means any day other than a Saturday, Sunday or a public holiday in the region where the Venue is located.

1 Hirer’s Representative

- 1.1 Providing a Representative: Hirers are required to nominate one person to be their representative and to provide a permanent address to which all communications may be sent. The person named will be accepted as able to bind the Hirer without further enquiry.
- 1.2 Responsibilities: The Hirer’s Representative is responsible for ensuring the Hirer abides by the terms and conditions of the Hire Agreement in full.

2 Prospective and Confirmed Bookings

- 2.1 Prospective Bookings: A ‘prospective’ booking by a potential Hirer is an unconfirmed booking where the hire is ‘pencilled’ in. If another potential Hirer seeks a booking for the same facility on the same dates as your prospective booking, the Venue will request your confirmation within 48 hours, and if this is not received, your booking will lapse.
- 2.2 Tentative Confirmation: To obtain a tentative confirmation of your booking, you must return a signed copy of the Venue Hire Agreement along with the appropriate terms and conditions for your hire. Signed agreements may be signed digitally, scanned and emailed or posted back to the Event Coordinator.
- 2.3 Full Confirmation: To obtain full confirmation of your booking, you must return a signed copy of the Venue Hire Agreement and the deposit payment must be received by The Centre. No booking is confirmed until the Venue notifies the Hirer in writing that it has received the signed agreements and deposit.
- 2.4 Short Notice Bookings: A booking made within thirty days of an event is treated as a request for a confirmed booking, so confirmation is required within 48 hours. If this is not received, the booking will lapse.
- 2.5 Amendments: The Hirer may request an amendment(s) to the confirmed booking at any time and the Venue will accommodate the request if possible. The amendment(s) must be confirmed in writing within 48 hours. The Estimated Event Charges will change as requirements change.
- 2.6 Postponements: Should an event get postponed for any reason, but new dates have not been proposed, a prospective hold will exist in the Venue’s system until new dates can be confirmed.
- 2.7 Cancelled bookings: The Venue reserves the right to cancel any bookings if signed agreement(s) are not returned.



3 Cancellation

- 3.1 Covid-19: For the extent of this contract, the COVID-19 pandemic is not considered a Force Majeure event as it is a known factor at time of execution.
- 3.2 Timeframes:
 - 3.2.1 Cancellation more than 12 months from the Hire Period: the Centre will retain 25% of the Venue Hire Fee;
 - 3.2.2 Cancellation between 12 months and 6 months from the Hire Period (inclusive): the Centre will retain 50% of the Venue Hire Fee;
 - 3.2.3 Cancellation less than 6 months but more than 3 months from the Hire Period (inclusive): the Centre will retain 75% of the Venue Hire Fee;
 - 3.2.4 Cancellation less than 3 months from the Hire Period: the Centre will retain 100% of the full Venue Hire Fee;
 - 3.2.5 Cancellation between 7 and 14 Days from the Hire Period: the Centre will retain 100% of the full Venue Hire Fee, and be entitled to charge for 80% of all Estimated Event Charges;
 - 3.2.6 Cancellation less than 7 Days from the Hire Period, the Centre will retain 100% of the full Venue Hire Fee, and be entitled to charge for 100% of the Estimated Event Charges.
- 3.3 Cancellation Fees: Where the Hirer becomes liable for cancellation fees, The Centre will invoice the Hirer for the amounts due and payable under this Agreement less any payment instalments held.
- 3.4 Cancellation Balance: Following the payment of any cancellation fees under this clause (whether set off against amounts already paid or otherwise), the Centre will return the balance of the Venue Hire Fee, if any, to the Hirer within 10 working days.

4 Postponement:

- 4.1 Postponement Proposal: Where the Hirer proposes a postponement of the Event (with a new Hire Period), the Centre shall have sole discretion to determine whether it approves of any such postponement proposal, as well as sole discretion to determine whether any conditions (including additional fees, charges or costs) should apply as a result of such postponement proposal.
- 4.2 Postponement Agreement: The Centre will notify the Hirer in writing of its decision as soon as reasonably practicable after receiving the Hirer's postponement proposal. In agreeing to any postponement proposal, the Centre reserves the right to specify any conditions that will apply. The Hirer shall have 2 working days from receipt of the Centre's decision to accept the decision on the conditions specified by the Centre.
- 4.3 Postponement Disagreement: If the Centre does not agree to the postponement proposal, or the Hirer does not accept the decision on the conditions specified by the Centre, then the Hirer will have the right to continue with the original booking on the terms set out in this Agreement, or to cancel the Event pursuant to clause 3.
- 4.4 Government Restrictions: If your event is unable to take place due to Government imposed restrictions, the Venue will work with the Hirer to find an alternate date at the time of cancellation. If the Venue is unable to find a suitable alternative date at time of cancellation, the Venue will issue the Hirer with a credit note for any amounts already paid to the Centre at time of cancellation. The credit is valid for 12 months from the date of issue.
- 4.5 Affiliated costs: Any direct costs in relation to the event on the original date will be charged to the Hirer.



5 Period of Hire

- 5.1 Hire Dates: The hire period dates and times are specified in the Venue Hire Agreement. Please check these carefully to ensure all requirements can be met in this timeframe. Pack-in and Pack-out time is included in the hire period.
- 5.2 Storage: Hirer's equipment may not be stored at the Venue beyond the hire period unless otherwise arranged with 48 hours' notice to the Event Coordinator. Failure to comply may result in an additional venue hire charge applied at the discretion of Venue Management.
- 5.3 Pack-in Period and Pack-out Period: During the Pack-in Period or Pack-out Period the Hirer may only use the Venue for setting up or removing equipment (as applicable), to view the Venue or to hold rehearsals. The Hirer may not perform or use the Venue for any part of the Event during the Pack-in or Pack-out Periods. Outside contractors for the Event will only be granted access to the Venue within the Pack-in Period and Pack-out Period. Additional access may be charged by the Venue as an additional venue access fee.
- 5.4 Runover charges: The Venue may apply an additional charge for each additional hour if the facility is not vacated over and above the time specified in the contract.

6 Event Plan

- 6.1 Event Plan Requirements: Based on discussions between the parties, the Venue will, at least 10 Working Days prior to the commencement of the Hire Period, notify the Hirer of the Event Plan. Unless the Hirer responds in writing with any amendments to the Event Plan within 2 Working Days of the Event Plan being notified by the Venue, the Hirer will be deemed to have accepted the Event Plan as notified by the Venue. If the Hirer responds with amendments to the Event Plan, then the Venue shall make such changes as may be necessary to the Event Plan and reissue it to the Hirer as the final Event Plan agreed by the parties.



7 Payments & Settlement

- 7.1 **Payment by Due Date:** The Hirer must pay all amounts due under this Agreement in full and cleared funds without deduction or set off in the manner required by the Venue on the dates specified in the Venue Hire Agreement or otherwise on invoice issued by the Venue.
- 7.2 **Payment Disputes:** If the Hirer disputes any amounts payable under this Agreement, the Hirer will pay the full amount due, with any disputed amount being retained or refunded by the Venue (as appropriate) once the dispute has been resolved by the parties.
- 7.3 **Subject to Change:** the Venue reserves the right to amend the Venue Hire Fee where changes are proposed to the Event by the Hirer (and such changes are agreed to by the Venue in the Event Plan) or where there are changes to applicable law (e.g. the rate of GST is amended or the minimum wage is adjusted). Any change to this Agreement must be agreed in writing by the Hirer to be effective.
- 7.4 **Event Charges:** The Hirer will pay the Estimated Event Charges in accordance with the Venue Hire Agreement. As soon as practicable after the end of the Hire Period, the Venue will provide the Hirer with a tax invoice for the actual Event Charges.
- 7.4.1 Where the amount of the actual Event Charges is greater than the Estimated Event Charges paid by the Hirer, the Hirer will pay the balance to the Venue within 7 days of the date of invoice.
- 7.4.2 Where the actual Event Charges are less than the Estimated Event Charges paid by the Hirer a refund of the difference will be paid as soon as practicable after the end of the Hire Period.
- 7.5 **Payment in Full:** the Venue reserves the right to require 100% of Estimated Event Charges to be paid 7 days prior to the Hire Period.
- 7.6 **Pre-Event Sales Level:** If, within 7 days prior to the Event, the ticket sales revenue, net of all ticketing service supplier charges, is less than the balance of the unpaid Venue Hire Fee and the Estimated Event Charges, the amount of the shortfall is payable by the Hirer no less than 48 hours prior to the staging of the Event.
- 7.7 **Outstanding Balance:** The Venue will be entitled to charge interest at the rate of 5% per month on any outstanding balance. The Venue will pass on all costs involved with the collection of all monies to the Hirer if collection agents are required.

8 Additional charges

- 8.1 **Additional charges:** In addition to the Venue Hire Fee and the Event Charges, the Hirer may be charged for:
- any damage to the Venue or theft of any of the Venue's property from the Venue during the Hire Period caused by the Hirer, or any Person Under Hirer's Control, arising due to the lack of care or any other breach of these Terms and Conditions by the Hirer or any Person Under Hirer's Control. The Hirer may inspect the Venue with a Venue representative prior to the Hire Period to take note of any existing damage.
 - any extra cleaning, rubbish removal, repair or reinstatement of the Venue that the Venue reasonably considers is required after the Hirer's Event.
 - any services, additional to the Services provided by the Venue, either requested by the Hirer, or that the Hirer requires or uses, or which the Venue considers are necessary for the safe and efficient conduct of the Event, which are not detailed in the Event Plan.
- 8.2 **Additional Performances:** If the Event is a ticketed event and has more than one performance in a day, the Hirer will pay an additional Venue Hire Fee of 50% of the daily Venue Hire Fee for each additional performance.
- 8.3 **Public Holiday Surcharge:** Where the term of the Hire Period includes any day which is a New Zealand Public Holiday (as defined in the Holidays Act 2003), the Venue may apply a surcharge on the Venue Hire Fee and all Event Charges for that day.



9 Nature of the event

- 9.1 Venue Discretion: The Venue reserves the right to decline bookings.
- 9.2 Permitted Use: The Hirer may only use the Venue to run the Event in the manner detailed in the Venue Hire Agreement Specific Terms and Event Plan (or as otherwise agreed with the Venue in writing).
- 9.3 Event Description: The Hirer warrants and agrees that the Event is accurately described in the Venue Hire Agreement and has been accurately described to the Venue during any pre-contractual correspondence and negotiations. Should the Hirer wish to change any details about the Event, this will be subject to the Venue's prior consent and the Venue may impose further charges, terms, and/or conditions before accepting any proposed changes.
- 9.4 Disclosures: The Hirer will disclose relevant information (e.g. smoke effects, pyrotechnics) on schedules and times of events and keep the Venue fully informed of any changes to said schedules.
- 9.5 Performance Standard: 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 then the Hirer must disclose this to the Venue as soon as practicable after becoming aware of this.
- 9.6 Authority to Conduct the Event: The Hirer confirms it has the authority to conduct the event and indemnifies the Venue from any claims about the act or material contained in the event.
- 9.7 Music Licensing: The Hirer will obtain at its cost all necessary licences and authorisations relating to the use in the Event of any copyrighted materials, sound recording, film or performing right (including without limitation licences from APRA) or other patented or copyrighted equipment, device or dramatic right during the hire period and will if required provide copies of the licences/authorisations to the Manager before the Event.
- 9.8 Restrictive Use: The Hirer must not allow, without the prior written consent of the Venue, and then only in accordance with all applicable laws:
 - 9.8.1 games of chance, sweepstakes, lotteries or any form of betting or gambling at the Venue; or
 - 9.8.2 any broadcasting, filming or recording; or
 - 9.8.3 any firearms, explosives, flammable liquids or other dangerous substances (including fireworks or pyrotechnics) to be brought onto the premises, nor any heavy plant, machinery or other equipment which may cause damage or injury to property or persons. Notwithstanding any prior written consent, the Hirer will indemnify the Venue in respect of any liability or expense it incurs as a result of any such damage or injury.

10 Hirer's Property

- 10.1 Property Liability: The Venue will take all necessary care to maintain the security of the facility but will take no responsibility for damage to or loss of property or merchandise left at the Venue at any time.
- 10.2 Merchandise: The Hirer is responsible for bringing in, setting up and removing any property or merchandise at the Hirer's expense.



11 Damages and Insurance

- 11.1 **Public Liability:** The Hirer must have public liability insurance in place for the duration of the Hire Period which must be for a sum not less than \$5 million (New Zealand Dollars) for any one occurrence, with a reputable/registered insurer (which insurance must be in the Hirer's name, and which must provide indemnity cover against loss, damage, costs and expenses for which the Hirer may become liable under this Agreement). The Hirer must provide proof of such insurance no less than 10 Working Days prior to the start of the Hire Period.
- 11.2 **Property Insurance:** Where property of any value (including exhibits) is brought into or left at the Venue by the Hirer or Persons Under Hirer's Control, it will be the Hirer's responsibility to arrange and have in place adequate insurance for such property at all times. The Venue will not be liable for any loss or damage to any such property by virtue of the Venue being or being deemed to be a bailee of the property.
- 11.3 **Hirer Liability Exposures:** The Hirer shall be fully responsible for their own liability exposures and any third party liability resulting from their own actions, irrespective of whether they have Public Liability insurance in their own name.

12 Care of the Venue

- 12.1 **Restrictions:** In respect of the Venue, the Hirer must:
 - 12.1.1 Not drive nails, tacks, screws or pins into walls, furnishings, floors and ceilings;
 - 12.1.2 Not write, decorate, attach posters or disfigure any wall or ceiling surfaces;
 - 12.1.3 Not make any alteration to the structure, fittings, decorations or furnishings of the Venue;
 - 12.1.4 Protect all floors (in particular, where there is a sports floor that requires special care), walls, doors and windows at all times including during the packing in, installation and removal of all displays, exhibits and equipment; and
 - 12.1.5 The use of glitter, confetti, bubbles and other similar products that are difficult to remove are not permitted. The Hirer shall obtain permission from Venue Management if any such products are proposed to be used.
- 12.2 **Reasonable Care:** During the Hire Period the Hirer must take all reasonable care in the use and occupation of the Venue so that, excepting fair wear and tear, the Venue is left in the same clean and tidy condition on completion of the Hire Period as it was at the beginning of the Hire Period.
- 12.3 **Final Inspection:** the Venue will inspect the Venue at the conclusion of the Hire Period to assess any damage. The Hirer may arrange with the Venue to be present during this inspection. As agreed with the Hirer, the cost of any repairs and additional cleaning required by the Venue to reinstate the Venue to a clean and tidy condition will be charged to the Hirer in addition.
- 12.4 **Alterations:** The Hirer will not remove any fixtures from any part of the facility. If alterations are required for an event, please discuss this with the Venue Management.
- 12.5 **Equipment Removal:** No equipment belonging to the Venue is to be removed from the complex.

13 Licensed Premises

- 13.1 **Licensing:** The Venue is licensed for sale and consumption of liquor Monday to Sunday, at times outlined on our liquor licence (visible at the main entrance). The Venue operates an Alcohol Policy, and all events at the Venue must abide by this policy.
- 13.2 **External Beverages:** No Hirer may bring alcoholic beverages onto the Venue premises.



- 13.3 Authority: All decisions relating to the sale and/or service of alcohol during the Event will be at the Venue's sole discretion, including, but not limited to, the decision as to whether alcohol is sold at an Event, and what time any bar will open or close. No alcohol may be brought onto or off the premises without the strict permission of Venue Management including backstage and dressing rooms.
- 13.4 Compliance: If alcohol is sold during the Event, the Hirer must comply and ensure all Persons Under Hirer's Control comply with all conditions and requirements of the Venue's liquor licence. Where the Hirer requires a special licence or extensions of the Venue's licensed footprint the Hirer is responsible for obtaining these.
- 13.5 Breaches: The Venue may close any bar if it considers a breach of the Sale and Supply of Liquor Act 2012 is likely or it is otherwise concerned as to the safety of the Venue or any person at the Venue. At times the Venue may delegate all or some of the above authorities to a preferred supplier or an agent.
- 13.6 Minimum Spend: For any function that requires Bar Service, a minimum bar spend may be outlined in the Venue Hire Agreement.
- 13.7 Catering: As part of the Venue's Liquor Licence, food must be available when the bar is open. The cost of having caterers present to provide this service may incur additional costs to the Hirer.
- 13.8 Policy: A copy of the Venue's Alcohol Policy is available on request.

14 Alcohol and Drugs

- 14.1 Restrictions: No alcoholic beverages may be consumed in the venues or backstage without prior arrangement.
- 14.2 Working Safely: No alcoholic beverages can be consumed while on or before duty; this applies to all Hirers/ subcontractors on site. Intoxicated persons will not be permitted to enter a working environment.
- 14.3 Substances: No un-prescribed narcotics or illegal substances may be consumed on the premises at any time.

15 Smoking

- 15.1 Restrictions: No smoking, e-cigarette or vaping is permitted inside any part of the complex, this includes the car park.
- 15.2 Temporary Allowance: For General Admission events in the Plaza, a temporary smoking area may be created upon request.

16 Catering and Food

- 16.1 Preferred Suppliers: The Venue has preferred catering suppliers. All catering must be supplied by a Venue preferred caterer, whose details will be provided by the Venue.
- 16.2 Lines of Communication: Once a Preferred Caterer has been chosen by the Client, all communications are to remain between the Hirer and Caterer.
- 16.3 Catering Invoicing: All financials and invoicing will be issued directly from Caterer to Hirer.
- 16.4 Kitchen Hire: The Venue has a commercial kitchen that can be used by preferred caterers. The cost to be passed onto the hirer is \$250+GST per full day or \$150+GST per half day.
- 16.5 Provision: On request, the Venue can arrange Catering for the Hirer. Additional charges may apply.
- 16.6 External Catering: No food & drink to be brought on site without prior arrangement with Venue Management.



17 Animals

- 17.1 Animals: No animals, except service dogs, are permitted on the premises unless prior arrangement has been made with Venue Management.

18 Force Majeure

- 18.1 Force Majeure: In the event that the Venue Operator or the Hirer is unable to perform or discharge their respective obligations under this Agreement by reason of any 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 or epidemic (together "Force Majeure Event"); which is beyond the reasonable control of the party affected then the parties' respective rights and obligations shall be suspended. Each of the parties shall be relieved of their respective obligations during the Force Majeure Event, always provided that the dates and times for the Event and Hire Period shall not be varied or extended as a result of such Force Majeure Event, except with the written agreement of both parties.
- 18.2 Civil Emergency: In the event of a Civil Defence emergency, the Venue becomes a Civil Defence location and the same conditions as clause 18.1 apply

19 Entry to the Premises

- 19.1 Entry Authority: The Venue will have control over the admission of the Hirer, any guests, subcontractors and the public and reserves the right, without liability, to refuse entry to and to remove any person from the premises for any reason.

20 Staff / Personnel

- 20.1 Right to Provide Staff: the Venue will have the right to supply all security and other staff (as contemplated by this Agreement) 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 Venue Hire Agreement.
- 20.2 Security Staff: The Venue may require additional security staff for the Event where a higher than normal risk is identified by the Venue and will notify the Hirer in advance of such a requirement and associated costs to the Hirer.
- 20.3 Medical/Emergency Staff: The Venue may require emergency or medical staff or ambulance services for the Event where a higher than normal risk is identified by the Venue and will notify the Hirer in advance of such a requirement and associated costs to the Hirer.
- 20.4 Traffic Management Staff: The Venue may require additional traffic management staff for the Event where higher than normal activity around pack-in/pack-out, and event attendees are identified by the Venue and will notify the Hirer in advance of such a requirement and associated costs to the Hirer.



21 Front of House Personnel

- 21.1 Staffing Requirements: At every performance open to the public, either by personal invitation or ticket sales, the Venue will supply a Front of House Supervisor who is also the Fire Warden, together with the necessary ushers who work under the Supervisor's direction. The ushers will take tickets, show patrons to their seats and remain in the venue to supervise public security and safety.
- 21.2 Additional Staffing: The Venue may be able to provide additional FOH personnel, but must be notified no later than 7 days prior to the hire.

22 Technical Assistance

- 22.1 Minimum Charge: There is a minimum charge of 3 hours for technical services.
- 22.2 Requirements: OSH and Fire Regulations require that, when the Auditorium is in use, there is an approved Venue Technician present.
- 22.3 Flying Requirements: The counterweight system and specialised stage equipment can only be operated under the supervision of the Venue's Venue Technician; this will be charged accordingly in addition to the venue hire.
- 22.4 Fly Tower / Lighting Platforms: For safety purposes, access to these areas is restricted. Any work carried out in these areas must be authorised by the Venue management and under supervision of the Venue Technician. Venue Management reserves the right to request work plans and health and safety based assessments before the commencement of work in restricted areas.

23 Energy Consumption

- 23.1 Provision & Additional charges: Energy consumption is metered for stage performances. The venue hire includes provision for normal usage. Heavy consumption will be charged additionally. Please advise the Venue's management if the extended use of heating or stage lighting is anticipated.

24 Internet

- 24.1 Wireless: Basic wireless internet access will be available at no additional charge.
- 24.2 Access Codes: If you require access to our wireless network, please request appropriate codes from Venue Management on the day of hire.
- 24.3 Fixed Network: Access to our fixed cable internet service is by application only.

25 Venue Capacity

- 25.1 Maximum Capacity: The maximum number of persons that can be admitted to the Hirer's Event will be determined by the Venue's Emergency Evacuation Plan and the New Zealand Fire Service's recommendations and will be advised to the Hirer by the Venue. The Hirer must ensure that the number of people in the Venue during the Event does not exceed the maximum capacity.
- 25.2 Wheelchairs: Wheelchair space is available in all venues. Assignment of wheelchair spaces or production requirements may reduce the overall capacity of each venue.



26 Auditorium Seats

- 26.1 Wheelchair Seating: In the Auditorium there are wheelchair seats available. See the Venue Ticketing Agreement for details.
- 26.2 House Seats: In the Auditorium, the Venue has 6 house seats. See the Venue Ticketing Agreement for details.

27 Health and Safety

- 27.1 The Venue's Commitment: The Venue is firmly committed to the provision of a safe and healthy environment for its employees, clients, service delivery partners, contractors and the general public. The Venue recognises that this commitment will only be achieved with positive leadership, the provision of necessary resources, and continued pursuit of best practice in occupational health and safety. The Venue reserves the right to play an emergency and evacuation audio message prior to commencement of the Hirer's Event.
- 27.2 Health & Safety Plan: The Venue requires a full Health & Safety Plan with Risk Assessment/Hazard Register at least 10 working days before the first day of hire. All activities undertaken at the venue must be outlined in this plan. If any activities to be undertaken are not outlined in this plan, then the Venue requires this to be updated and provided before the commencement of any activity at the venue and this may delay the intended start time of the Hirer's event.
- 27.3 Adherence: All personnel in the Auditorium are required to abide by the Venue Health and Safety policy at all times, and instructions given by Venue Personnel. Personnel working on the stage including but not limited to Hirers, Hirers agents, volunteers, subcontractors, which continue to act in disregard of Venue rules and protocols will be removed from the work site to preserve the safety and integrity of the venue and everyone working in the environment.
- 27.4 Personal Responsibility: the Venue expects every member of its community (including the Hirer) to accept personal responsibility for promoting the safety and well being of themselves and those involved in, or affected by, the Venue activities.
- 27.5 Health and Safety Compliance: The Hirer must ensure, so far as is reasonably practicable, it will comply with all duties and/or obligations it has in law. The Hirer will ensure that all Persons Under Hirer's Control comply at all times with the provisions of:
 - 27.5.1 The Health and Safety at Work Act 2015;
 - 27.5.2 The Health and Safety in Employment Regulations 1995;
 - 27.5.3 The Venue's health and safety policies and procedures, including evacuation schemes notified to the Hirer;
 - 27.5.4 any standard operating procedures notified by the Venue.
 - 27.5.5 any applicable safety programme including the "Guide to Safe Working Practices in New Zealand Theatre and Entertainment Industry" which is available at www.etnz.org, or, in the case of Events that are held as part of an international tour, any international guide or code of similar nature that is applicable to such an Event;
- 27.6 Notification: The Hirer will immediately notify the Venue of any risks or hazards which the Hirer observes or become aware of at the Venue. The Hirer must also immediately notify the Venue of any incident, accident or notifiable injury, illness, incident or event it becomes aware of at the Venue including those involving any equipment or Persons Under Hirer's Control, and the Hirer will provide the Venue with such assistance as may be reasonably necessary to conduct any incident or accident investigation at no cost to the Venue.
- 27.7 Supervision: All work carried out within the Venue must be in accordance with Health and Safety regulations and must be supervised by competent persons.
- 27.8 Access: The Hirer acknowledges and accepts that the Venue will have access to the Venue at all times in order to review, monitor and/or audit the Hirer's health and safety procedures and practices.



- 27.9 Consultation: The Hirer agrees, so far as is reasonably practicable, to consult, cooperate with and coordinate its activities with the Venue in relation to any Event.
- 27.10 Nature of Engagement: The Hirer will facilitate, if required, engagement between the Hirer and the Venue (and/or its designees) in relation to work health and safety matters.
- 27.11 Unsafe Conditions: If the Venue considers that there are any unsafe conditions or activities in the Venue, it will inform the Hirer's representative and ask them to ensure that necessary action is taken promptly to make the area safe. If the Venue reasonably considers that the action taken is not adequate, it may, at the Hirer's expense, remove people, vehicles or any other property from the Venue or refuse any person access to the Venue. The Hirer authorises the General Manager to take such actions as set out in this clause.
- 27.12 Removal and Termination: the Venue may at the Hirer's cost require any person or group of persons to leave the Event and may require the Event to cease and terminate this Agreement if the Venue reasonably considers that person or group of persons to be intoxicated or under the influence of drugs or otherwise behaving in a manner which:
- 27.12.1 impedes or adversely affects the enjoyment of other people in the Venue or attending the Event or puts those other people at risk;
 - 27.12.2 has caused any loss or damage or increases the risk of loss or damage to the Venue or any other property;
 - 27.12.3 is causing a disturbance of the peace or a nuisance;
 - 27.12.4 breaches any term of this Agreement, any health and safety obligations or any law or bylaw; or
 - 27.12.5 is likely to do any of these things.
- 27.13 Hirer Responsibility: The Hirer is responsible for maintaining standards of health, safety and environmental practice that at all times equals, or exceeds, the requirements of any health and safety legislation as applicable from time to time.
- 27.14 Material Breach: Any failure by the Hirer to comply fully with its obligations in this clause will be regarded as a material breach of this Agreement and the Venue will, at the Hirer's expense and without prejudice to any other rights that the Venue may have, be entitled to immediately suspend all further performance by the Hirer under this Agreement until such failure has been remedied.
- 27.15 Supporting Documents: Copies of appropriate regulations and policies are available on request to the Venue's management office



28 Use of the venue

- 28.1 Extraordinary Layout: the Venue will not be obliged to implement a layout that it determines is impractical. 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 the Venue.
- 28.2 Advance Deliveries: The Hirer may make advance deliveries to the Venue of equipment or supplies for the Event during the Packin Period. Such advance deliveries must be clearly marked for the Event and may only be received at the Venue after prior negotiation and agreement with the Venue before the Hire Period. Storage of advance deliveries may be subject to reasonable fees and the availability of suitable storage at the Venue.
- 28.3 Receipt of Advance Deliveries: Any advance deliveries to the Venue are entirely at the Hirer's own risk and will only be received by the Venue on the basis that the Venue has no liability for loss or damage to any equipment or suppliers, before, during and after the Event. To facilitate advance deliveries, the Venue may sign delivery receipt documentation on the Hirer's behalf, provided that the Venue accepts no liability in relation to the deliveries and the Hirer will fully indemnify the Venue in this regard.
- 28.4 Temporary Structures: The Hirer must advise the Venue in writing if the Hirer plans to construct or erect any stage, rigging, scaffolding, marquee or other temporary structure or suspend any object or thing from the ceiling of the Venue. The Venue reserves the right to approve that such work be carried out by a suitably competent or qualified person and in full compliance with all relevant legislative regulations.

29 Emergency Procedures and Evacuation

- 29.1 Briefing: On arrival at the venue, Venue Management or the Venue Technician will make you aware of all emergency procedures.
- 29.2 Compliance: In the event of an emergency Venue Management and Emergency Personnel shall have the right of entry to any part of the facility. Hirers are required to comply with directions issued.
- 29.3 Hirer Responsibilities: The Hirer will ensure emergency call points, smoke sensors, exits & fire hose reels remain accessible at all times.
- 29.4 Evacuation Point: The common meeting point should you need to evacuate the building is the front car park area, closest to Cobham Road.

30 Wiring/Cabling

- 30.1 Wiring: Any electrical, gas, plumbing or sound, lighting or communication wiring required by a Hirer shall require prior approval and must be carried out by contractors authorised by the Management in writing at the Hirer's expense.
- 30.2 Electrical Safety: All electrical equipment brought onto the premises must display a current electrical test tag to ensure the unit's safety.



31 Fire Regulations

- 31.1 Layout: A comprehensive floor plan/sketch detailing entries, exits, aisle widths and general dimensions is required to be submitted by all trade shows, exhibitor sites and any other construction type set-ups within the facilities. These must be lodged with the Venue at least one month before the event for approval. An event cannot take place without an approved floor plan.
- 31.2 Floor Plans: The Venue can provide you with floor plan illustrations and can assist in the development of an approved floor plan. These are available at www.turnercentre.co.nz
- 31.3 Isolation: The use of theatrical smoke/fog/haze machines in any form can only be used after strict consultation with the venue management. The Venue reserves the right to refuse permission. If smoke isolation is required, this must be requested at the time the Hirer's Technical Rider is supplied and may incur additional charges.
- 31.4 Hirer Liability: If the fire alarm is activated due to misuse by the Hirer, including but is not limited to smoking, unauthorised use of smoke/haze/fog machines, burning incense, cooking, vehicle emissions and general failure to ventilate spaces, the Hirer will be liable for any costs incurred.

32 Noise Levels

- 32.1 Resource Consent: Noise control is subject to the provisions of the Far North District Plan and the Resource Management Act.
- 32.2 Responsibility: It is the Hirer's responsibility to ensure sound levels, outlined in the above plans and act, are not exceeded. A copy of noise control regulations is available on application to the management office.
- 32.3 Sound Levels: In line with "A Guide for Safe Working Practices in the New Zealand Theatre & Entertainment Industry", sound levels will be closely monitored for any amplified event and if, with the use of an industry regulation decibel metre, the Venue deem sounds pressure levels to be excessive, the Hirer or their representative will be asked for levels to be reduced. The Venue reserves the right to close down the event if there is no compliance.

33 Security

- 33.1 Access: Venue Management shall at all times have the right of access to all facilities, and all users of the facility are to comply with their directions.
- 33.2 Hirer Responsibility: The Hirer will assist in maintaining the security of the complex by ensuring all doors are closed as appropriate.
- 33.3 After Hours: After normal office hours, access to the facility will be by arrangement. The Venue operates a Building Access Policy which must be adhered to at all times.



34 Ticketing

- 34.1 Terms: Ticketing Terms and Conditions can be found in the Venue's Ticketing Agreement.
- 34.2 Signed Agreement: A copy of the signed ticketing agreement must be returned to set up ticketing arrangements.
- 34.3 Box Office: The Venue operates a Box Office at its premises that is open within specified hours or by special arrangement with Hirers.
- 34.4 Supplier: The Venue has an exclusive ticket supplier that will be used for all ticketed events.
- 34.5 Received Funds: All ticketing money received is held in trust until after the event.
- 34.6 Settlement: All ticketed event settlement will be made within ten working days of the event.

35 Advertising and Promotion

- 35.1 Responsibility: The Hirer is responsible for the advertising and promotion of their events.
- 35.2 Venue Provision: The Venue does provide some marketing and promotion through mediums such as the venue website and social media. Such promotion will only take place upon receipt of requested materials (images, blurbs and other event-specific information) by the Venue, along with the signed Venue Hire Agreement by the Hirer. The Venue reserves the right to place event adverts in any order, at any time, in any medium (or no medium), at their sole discretion.
- 35.3 Venue Branding: The Venue reserves the right to refuse, or request changes for, promotional materials that do not align with the Centre's brand guidelines.
- 35.4 Assistance: The Venue may be able to assist with the promotion of public events at the Venue. However, this will be at an additional cost, to be communicated with the Hirer before any work commences. Any additional promotional services required, including costs, are to be discussed with our Marketing Coordinator prior to the event, and prior to the commencement of services.
- 35.5 Signage: The Venue will have the sole right to place signage at the Venue unless otherwise agreed in writing with the Hirer. The Venue 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.
- 35.6 Venue Name: The Hirer must refer to the Venue by its name as notified by the Venue in all announcements, coverage, communications, programmes and other publicly available materials produced by, or under, its control.

36 Merchandising

- 36.1 Approval & Commission: Merchandise may be sold with prior approval from Venue Management and will incur a 15% commission charge on total sales, payable on the day of the event.
- 36.2 Staffing: The Venue may be able to provide merchandise personnel, but must be notified no later than 7 days prior to the hire.

37 Piano

- 37.1 Availability: Pianos are available to be hired by prior arrangement.
- 37.2 Movement: Pianos must not be moved except by arrangement with Venue Management.
- 37.3 Tuning: Piano tuning can be arranged with the event coordinator at an additional charge, no later than 3 weeks prior to the Hire Period.



38 Applicable law

- 38.1 Compliance: The Hirer must comply, at the Hirer's own expense, with all applicable statutes, regulations, bylaws, rules of conduct and the Venue's policies and procedures for the Venue (where such policies and procedures have been notified to the Hirer) and any directions of the Venue to the Hirer as they relate to the use, occupation, safety and security of the Venue.
- 38.2 New Zealand Law: The laws of New Zealand will govern this Agreement and both parties submit to the non exclusive jurisdiction of the courts of New Zealand.
- 38.3 Legislative Change: This Agreement may be updated by the Venue at any time to achieve compliance with any legislative change.
- 38.4 Notice: Any such update of this Agreement will take effect after such notice period to the Hirer as the Venue (acting reasonably) directs and shall supersede the previous version.

39 Inconsistency

- 39.1 Inconsistency: Where these General Terms and Conditions and the Specific Terms are inconsistent, the terms of the Specific Terms will prevail to the extent of the inconsistency.

40 No Tenancy Rights

- 40.1 Tenancy: Nothing in this Agreement shall create any tenancy rights in respect of the Venue.

41 Subletting

- 41.1 Subletting: The Hirer may not sublet the facility.

42 No Waiver

- 42.1 Waiver: No waiver or 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.

43 Entire Agreement

- 43.1 Entire Agreement: 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.

44 Assignment

- 44.1 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 the Venue Operator, which consent may be withheld in the Venue's absolute discretion.



45 Severability

45.1 Severability: If at any time any part of this Agreement is held by a court of competent jurisdiction to be unreasonable, illegal, invalid or unenforceable for any reason whatsoever, that term will be enforced to the maximum extent permissible so as to affect the parties' intent, and the remainder of the Agreement will continue in full force and effect.

46 Relationship

46.1 Relationship Outline: 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. Either 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.

47 Costs

47.1 Incurred 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.

48 Good and Services Tax

48.1 Tax Applied: Where the Venue Operator 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, the Venue Operator 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.

49 Indemnities and Exclusions

49.1 Indemnities: Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Venue and the Hirer and survives termination of this Agreement. It is not necessary for the Venue to incur expenses or make payment before enforcing a right of indemnity conferred by this Agreement, except that where an event occurs that may lead to the Venue enforcing a right of indemnity conferred by this Agreement the Venue will use its best endeavours to mitigate any damages, costs, loss or expenses incurred by them.

49.2 Hirer agreement: The Hirer unconditionally and irrevocably undertakes that each indemnity in this Agreement that has been given by the Hirer in favour of the Venue under this Agreement constitute a promises that are for the benefit, and are enforceable at the suit, of the Venue pursuant to the Contracts (Privity) Act 1982. Despite this clause, this Agreement may be altered, modified or added to by agreement between the Hirer and the Venue without the consent of the Venue.

49.3 Overview: Despite anything else contained in this Agreement:

49.3.1 the Venue 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 they have relied on their own enquiries and judgement in selecting the Venue and the Services and entering into this Agreement;



- 49.3.2 the parties agree and acknowledge that they are both in trade, and the goods and services supplied by the Venue 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;
- 49.3.3 unless this Agreement expressly provides otherwise, to the fullest extent permissible by law all warranties, conditions or other terms implied by law are excluded; and
- 49.3.4 for the purposes of this clause the Hirer acknowledges that the Hirer had a reasonable opportunity to review this Agreement, discuss it with the Venue, and receive advice from the Hirer's legal advisor, if the Hirer wished to do so.