

Venue Hire General Terms and Conditions

1. LICENSE

- 1.1 The Church agrees to give the Hirer the right to use the Venue for the Hire Period(s) and during the Contract Period subject to the terms of this Agreement.
- 1.2 The Hirer acknowledges that its right of use of the Venue is a license, not a lease and does not give the Hirer exclusive use of the Venue. The Hirer shall use the **agreed Room(s) only**. The Church shall not hire out the Venue to third parties during the Hire Periods.

2. THE EVENT AND HIRE OF THE VENUE

- 2.1 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.

2.2 The Hirer acknowledges:

(a) The Venue is owned by The Baptist Union of New Zealand, constituted by the Baptist Union Incorporation Act 1923 ("the BUI Act") and held on trust for the Church.

(b) The Church is required to abide by and adhere to:

(i) The trust provisions contained in the BUI Act which sets aside the Venue primarily for Christian activities;

(ii) The Articles of Faith contained in Schedule 1 of the BUI Act.

(iii) The constitution of the Church.

(c) The Hirer therefore agrees to only use the Venue for the Event/Use as described and confirms this Event/Use is not in contradiction with the values, beliefs and obligations of use on the Church as set out in the documents in clause 2.2(b).

- 2.3 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 Church 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 Church may choose, in its sole discretion, either to allow the use of the Venue or cancel the booking without any liability to the Hirer.

- 2.4 The Church does not permit the hiring of the Church Buildings on a Sunday as per our Resource Consent.

3. BOOKING CONFIRMATION

- 3.1 Your booking is confirmed when the Bond has been paid, upon receipt of the invoice, the Hirer has signed the Venue Hire Agreement; and the Church has confirmed the Hirer's booking in writing.

- 3.2 Prior to confirmation of any booking by the Church, the Church may decide to allow other prospective hirers to book the Venue for part or all of the Hire Period and will inform the Hirer if this has occurred.

- 3.3 Failure to pay the Bond by the Hirer may result in the Church's cancellation of the event. Your Bond (Refer to Bond Scale) is fully refundable within 5 working days after your final event (and keys/key fob(s) returned) if no damage or remedial cleaning has been incurred.

Bond Scale	
Number of attendees	Amount
1 – 100	\$100.00
101 – 200	\$200.00
201 – 300	\$300.00
Public Event (e.g. fair)	\$500.00

4. TERMS OF PAYMENT

- 4.1 The Venue Hire Fee must be paid **at least 48 hours prior to the Event/Use**. Any amounts payable by the Hirer must be paid without deduction or setoff. This includes where the Hirer fails to use the Venue on the specified days set out in this Agreement.

- 4.2 If this Agreement provides for recurring Hire Periods, the Church may invoice the Hirer monthly, or at such other interval as may be agreed between the parties.

- 4.3 If any amount remains unpaid after the due date the Church may cancel this agreement without prejudice to the liability of the Hirer for breach of the terms of this Agreement and forfeit the bond held.

- 4.4 The Hirer will pay all the Church'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.

- 4.5 Payment is to be made by electronic payment to the following account:

Account Name: Titirangi Baptist Church

Account Number: 02-0184-0020814-00

Reference: Invoice number

- 4.6 All amounts referred to in this Agreement are GST inclusive except for the Bond, which is GST exempt.

- 4.7 Once payment has been received in full, the Hirer shall contact the Church office to arrange collection of the keys/key fob(s). This is to be done in the week prior to the booking. Collection times are Monday – Thursday between 9:30am and 4:00pm.

5. ADDITIONAL CHARGES

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

(a) damage to the Church Buildings and Equipment or theft or loss of any of the Church's property caused by the Hirer or its invitees or arising from the Hirer's lack of care or any other breach of this Agreement.

(b) additional rental at the current market rate for the period that the Venue or any part of the Church is unavailable for public rent as a consequence of such damage.

(c) extra cleaning, rubbish removal, repair or reinstatement of the Church Buildings and Equipment that the Church reasonably considers is required after each Event/Use.

(d) each hour or part thereof that the Hirer continues to occupy the Venue after the end of the Hire Period.

(e) costs, expenses or losses incurred by the Church 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.

- 5.2 Without prejudice to the liability of the Hirer, the Church will deduct any additional charges from the Bond and pay the balance of the Bond (if any) to the Hirer within 5 working days of

the end of the Contract Period or the date any damage by the Hirer or its invitees to the Church Buildings and Equipment is repaired, whichever last occurs.

6. USE AND CARE OF THE VENUE

6.1 During the Hire period, the Hirer shall:

- (a) only use the Venue for the Event/Use as described in the Venue Hire Agreement or as amended and approved by the Church.
- (b) comply with the Church's security rules, regulations and reasonable directions in respect of the use of the Venue.
- (c) ensure that the number of people in the Venue does not exceed the maximum permitted number.

Maximum Capacities	
Space	Max People
Whole Crossing Community Centre site	422
Kaurilands Auditorium & Hall	300
Konini Community House	100
Huia Room	30

- (d) permit entry by the Church at reasonable times to inspect, maintain or repair the Venue. The Church shall cause as little inconvenience as reasonably possible to the Hirer in inspecting and maintaining the Venue.
- (e) allow the Church to use the Venue for a Church event on a day that the Hirer would otherwise use. In such circumstances the Church will provide as much notice as possible to the Hirer.
- (f) not sell or supply or allow alcohol to be consumed on or within the Venue, as per our Resource Consent.
- (g) ensure that children and young persons using the Venue, including outside play areas, are under the constant supervision of adults.
- (h) 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.
- (i) not allow anything to be attached to any part of the interior or exterior of the Venue without written approval from the Church, and in particular not use any adhesive tape, nails, tacks, or any other similar fixing device or product.
- (j) ensure that all equipment brought into the Venue is fireproof or fire safe.
- (k) not take food or drink into those parts of the Venue in which the consumption of food or drink is prohibited.
- (l) not use any of the Venue's equipment, fixtures, fittings, heating or ventilation systems other than for their intended purpose.
- (m) not deposit any substance in the toilets, sinks or drains that could cause blockage or damage.
- (n) not use or allow to be used in the Venue any form of lighting with a naked flame (including candles, oil burners, or fireworks).
- (o) not use, or allow to be used, confetti, party poppers, flower petals, and/or glitter (including filled balloons) on the property, inside or outside the facilities.

(p) leave all equipment, facilities and the Venue in good, clean and tidy order at the end of each Event/Use:

- (i) Ensure tables and surfaces are cleaned, and the floor has been vacuumed or mopped as needed.
 - (ii) Remove rubbish, recycling, and food scraps from inside bins and place them in the designated bins outside. Replace the bin liners in the internal bins.
 - (iii) All seating and any other equipment and furniture that has been moved or used must be returned its original location.
- (q) ensure if a kitchen is used, that it is left clean and sanitised. Equipment must be washed and put away, appliances cleaned if used, and oven spills etc. cleaned and reported.
 - (r) ensure that heaters, air-conditioning and lights are turned off, windows and doors closed and locked, blinds lowered, curtains pulled, and alarm set before vacating the building.
 - (s) ensure that all persons attending the Event/Use have vacated the Venue at the end of the Hire Period.
 - (t) immediately notify the Venue management of any damage caused to the Venue or the Church's items of furniture, fittings, fixtures or chattels within the Venue, in order that we can arrange for the damage to be repaired with such repair to be paid by the Hirer.
 - (u) give the Church 7 days' notice, should the Hirer not require the Venue for the time(s) booked. Failure to give notice will result in full payment (including additional charges) for that booking(s).
 - (v) ensure activities do not generate excessive noise, with respect shown at all times (e.g. carpark conversations especially at night time). The Church has residential neighbours that we maintain good relations with. Specifically, the noise levels onsite must not exceed the following:

Noise Limits		
Receiver Site	Time	Noise Level
11, 15, 19, 22, 22 A, 24, 26, 28 and 46 Kaurilands Road 4, 6, 8, 10 and 12 Willowbrook Place 2 Sunray Avenue	Mon to Sat 7am-10pm	50 dB LAeq
All other sites	Mon to Sat 7am-10pm	50 dB LAeq
All sites	All other times	40 dB LAeq 75 dB LAFmax

(w) adhere to our Resource Consent which requires that:

- (i) hire must not start earlier than 7:00am and must vacate premises (including cleaning) by 10:00pm Monday to Saturday. Please respect our neighbours by vacating quietly at all times.
 - (ii) Activities and/or events that have more than 284 people in attendance shall be restricted from commencing or concluding between the hours of 8.15am to 9am and 2.30pm to 3.15pm Monday to Friday (inclusive) during school term times.
- (x) be responsible for your group when using our facility. Ensure you have First Aid available. An AED is onsite should one be needed.

- 6.2 As per our Resource Consent, the Hirer shall manage parking of vehicles appropriately:
- Cars must be parked in the marked car spaces, or safely on Kaurilands Road. No vehicles are to be driven or parked on grass areas, or the covered area in front of the auditorium.
 - The Hirer must instruct all users to avoid parking on close-by Sunray Ave and Willowbrook Place. The Church is not liable for any cars towed from these streets.
 - Should you have more than 120 attendees in your group, a Parking Marshall is required from 45min prior to the commencement of your event. They will instruct attendees to avoid parking on Sunray Ave and Willowbrook Place, as well as ensure the safe movement of vehicles and pedestrians around the Venue.
 - Where possible in your event communication, if you have more than 100 people in attendance to encourage carpooling, public transport, cycling, or other means of travel.
 - Where "stacked parking" is used, car owners' contact details must be made known to your appointed Warden in case of an emergency where the vehicle blocked in may need to be accessed quickly.
- 6.3 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 behaviour) or in such a manner that is likely to cause danger or annoyance to other members of the public, the Church or damage the reputation of the Church Buildings or the Church. The Hirer acknowledges that the Church 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 Church for any claims that may be made against the Church as a result of such action.
- 6.4 Unless otherwise agreed in advance, all equipment and supplies relating to the Event/Use must be removed at the end of the Hire Period.
- 7. EMERGENCY PROCEDURES**
- 7.1 The Hirer agrees to
- appoint a designated Duty Fire Warden and as many Assistant Wardens as needed to ensure a safe evacuation for each booking.
 - ensure all Wardens are familiar with the location of fire alarm call points, the exit routes, and the outside assembly area for the Church Buildings. Diagrams of fire exit routes from the venue may be found at each exit point.
 - be responsible for the safe evacuation of all persons from the premises in case of an emergency
- 7.2 The Hirer agrees to comply with Appendix A: Emergency Procedures.
- 8. HEALTH AND SAFETY**
- 8.1 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.
- 8.2 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.
- 8.3 The Hirer will immediately notify the Church of any hazards which the Hirer observes or becomes aware of at the Buildings. The Hirer must also immediately notify the Church of any incident or accident it becomes aware of at the Venue involving any equipment or any of the Church's employees and the Hirer will provide the Church with such assistance as may be necessary to conduct any incident or accident investigation.
- 8.4 The Hirer will indemnify the Church 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 Church 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 Church is prosecuted or a fine, penalty or levy is imposed on the Church (including court costs and any legal costs reasonably incurred by the Church in defending, or seeking advice on, any incident or accident).
- 9. CANCELLATION**
- 9.1 Cancellation by Hirer: If the Hirer cancels an Event/Use, unless otherwise specified in writing, the following cancellation provisions will apply. Where cancellation occurs within:
- 7 days of the Event/Use, the full Venue Hire Fee is payable, and the bond is forfeited.
- 9.2 Cancellation by the Church:
- The Church may cancel the Hirer's booking and this Agreement if the Church considers that holding the Event/Use or the nature of the Event/Use will, or might: contravene the Church's obligations described in clause 2.2, the Resource Consent conditions for the Venue, or any statute, order, regulation, rule of law or any other requirement of a public or local authority; or otherwise involve a performance or activity that is of an objectionable nature, be in breach of reasonable standards of public decency, or likely to create a nuisance. Where this 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.
 - The Church reserves the right to cancel or rearrange a booking as deemed necessary for the reasonable and suitable operation of the Church including, but not limited to funeral services, maintenance, or emergency repairs.
- If Church operations require the use of the facilities during a booked time:
- The Church will notify the Hirer immediately upon confirmation of its requirements.
 - the Church will make all reasonable efforts to find an alternative date or time that is mutually agreeable.
 - If an alternative booking cannot be arranged, provide the Hirer with a full refund of all payments made (including any deposits or bonds).
 - The Hirer acknowledges and agrees that in the case of such a cancellation, the Church shall not be liable for any further costs, damages, or losses incurred by the Hirer as a result of the cancellation.
- 9.3 The Church 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.

9.4 The Church may terminate this Agreement without cause by giving written notice of a period not less than the Early Termination Notice period.

10. INSURANCE

10.1 For public events (e.g. markets, performances, community meetings), it is a condition of hire that the Hirer, at its expense, shall have in place prior to the commencement of each Event/Use, a policy of public risk insurance for each duration of the Event/Use.

10.2 As part of the hire of this facility, the Hirer acknowledges that it is responsible for any damage that may be caused by the Hirer or its guests to any part of the buildings and equipment. Although the facility is covered under an insurance policy for any damage, the building's insurers may seek to recover these losses from the Hirer.

11. LIABILITY AND INDEMNITY

11.1 The Hirer indemnifies and holds harmless the Church from and against all claims, 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:

- (a) to any person(s);
- (b) to the Venue or any property or facilities located or stored in the Venue;
- (c) 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
- (d) arising out of 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.

12. LIMITATION OF LIABILITY

12.1 The Hirer acknowledges and agrees that the Church is not responsible for loss or damage to any of the Hirer's property in the Venue, except where that loss or damage is caused by the Church's negligence.

12.2 The Church 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 Church's liability to the Hirer under this Agreement (collectively) for any loss, damage, claim or expense (whether due to the Church's negligence or otherwise) is limited in aggregate to the amount of the Venue Hire Fee.

12.3 Where the Hirer provide goods and services, 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.

12.4 The Church 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.

13. FORCE MAJEURE

13.1 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.

14. ASSIGNMENT

14.1 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 Church.

15. JURISDICTION

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

16. ENTIRE AGREEMENT

16.1 This agreement constitutes the entire agreement 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

17. WAIVER

17.1 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.

18. DEFINITIONS

18.1 In this Agreement:

- (a) Reference to the **Venue** shall, except where the context otherwise requires, mean the Licensed Area forming part of the Church Buildings, this includes the Kaurilands Centre, the Konini Community House, the Huia Room, and the Kereru Room only in the Kauri House, and may include areas shared with other users as identified by the Church.
- (b) Reference to **the Church Buildings** shall, except where the context otherwise requires, mean the Church building/s and facilities which the Licensed Area forms part of.
- (c) References to **Equipment** shall, except where the context otherwise requires, mean equipment owned by the Church.

Appendix A: Emergency Procedures

The hirer/user accepts the following responsibilities:

As the Hirer/User of the buildings or rooms at The Crossing you are required under the Building Evacuation Scheme in accordance with the Fire Service Act 1975 to be familiar with the buildings you are occupying so that at all times there is a responsible trained person able to act as a fire and building warden, particularly in the event of a fire alarm sounding so as to provide the following:

100 or fewer occupants - a fire and/or building warden only

101 to 300 occupants - a Fire Warden plus 1 floor/area Warden per building/room/area being used.

More than 301 occupants - a Fire Warden plus 2 floor/area Wardens per building/room/area being used.

As a condition of use the hirer/person in charge and wardens mentioned above are required to:

- be familiar with the wall-mounted evacuation notices
- ensure escape routes are clear of obstacles at all times
- ensure designated exit doors are not locked, blocked or prevented from being used as emergency exits in any way at any time during use.

Fire Warden Duties:

On hearing/seeing fire alarm warning signals

1. Direct all persons to obey the signals and exit the buildings, taking extra care of those who may require particular assistance
2. Call or instruct a suitable person to call the Fire Service (111)
3. Ensure no one is carrying food/drink during exit (spillage could cause a slip hazard)
4. Check and clear all rooms (including all bathrooms/toilets) in the building(s) concerned and close doors as you leave
5. Ensure critical appliances and systems are turned off if safe to do so
6. Contact the booking contact liaison person once it is safe to do so