

VENUE HIRE AGREEMENT TERMS AND CONDITIONS NAPIER CITY COUNCIL COMMUNITY FACILITY

Greenmeadows East Community Hall / Taradale Community Rooms

1. Consumer Guarantees Act

Nothing in these Terms and Conditions is intended to limit or modify any rights that the Hirer may have under the Consumer Guarantees Act 1993.

2. Definitions/Interpretation

Unless the context otherwise requires:

- 2.1. **"Agreement"** means this Venue Hire Agreement, which incorporates and includes the Venue Hire Booking Report, these Terms and Conditions and any Schedules or plans annexed to this Agreement;
- 2.2. **"Booking Report"** means and includes the Hirer and Event details and the Schedule of Services (if any) attached to this Agreement;
- 2.3. **"Deposit"** means the initial payment to be made by the Hirer on account of the Venue Hire Fee to secure the booking subject to clause 4.1;
- 2.4. **"Event"** means the event for which the Venue is hired as described in the Booking Report, subject to clause 3.1;
- 2.5. **"Hire Period"** means that period during which the Hirer will hire the Venue as specified in the Booking Report;
- 2.6. **"Hirer"** means the person named as Hirer in the Booking Report and includes where applicable its directors, employees, officers, contractors, agents, ticket holders, and invitees;
- 2.7. **"Venue Manager"** means the person who is from time to time appointed by Napier City Council ("NCC"), the owner and operator of the Venue, to supervise the day-to-day operation of the Venue;
- 2.8. **"Other Charges"** means the charges payable by the Hirer in addition to the Venue Hire and for Services;
- 2.9. **"Payment Schedule"** means the due dates for the payment of the deposit, Services, and final invoices as set out in the Booking Report, or if not set out in the Booking Report, the dates specified in clauses 3.5, 3.7, and 3.8;
- 2.10. **"Run on Rate"** means the rate per hour or part thereof set out in the Booking Report and payable by the Hirer in addition to the Venue Hire Fee if the Venue is accessed or used outside of the Hire Period, as set out in clause 5.1(d);
- 2.11. **"Services"** means and includes all technical, security, supply of equipment, parking, and other services (if any) to be provided by the Venue Manager or any other person for the Event as detailed in the Booking Report or as otherwise agreed in writing between the parties, and "Service Fees" means the total fees to be paid by the Hirer for the Services under this Agreement;
- 2.12. **"Terms and Conditions"** means these terms and conditions as may be modified or added to by any specific terms or conditions agreed in writing between the Hirer and the Venue Manager;
- 2.13. **"Venue"** means the Venue specified in the Booking

Report;

2.14. **"Venue Hire Fee"** means the total fee to be paid by the Hirer to hire the Venue as detailed in the Booking Report;

2.15. **"Working Day"** means the hours been 8am and 5pm on any day other than a Saturday, Sunday, or public holiday in Napier.

3. The Event and Hire of the Venue

3.1. **Nature of Event:** The Hirer warrants and agrees that the Event has been accurately described to the Venue Manager and as set out in the Booking Report and 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.

3.2. **Hire of Venue:** the Venue Manager 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.

3.3. **Venue Hire:** The Venue Hire Fee covers hire of the Venue only. The Hirer will pay the Venue Manager the Venue Hire Fee for the hire of the Venue.

3.4. **Deposit Payment by Due Date:** The Hirer will pay the deposit invoice (if any) within 14 days of the date of the invoice rendered and where the Hirer fails to pay the amount on time, the Venue Manager may cancel the Hirer's booking and terminate this Agreement without any liability to the Hirer.

3.5. **Balance:** The balance of the Venue Hire Fee is to be paid by the Hirer in accordance with the Payment Schedule, or where there is no Payment Schedule or payment dates are not specified, the Hirer will pay the balance of the Venue Hire Fee at least 10 days before the Hire Period.

3.6. **Services:** the Venue Manager will provide the Hirer with the Services in accordance with the provisions of this Agreement and Booking Report. The Hirer will pay the Venue Manager the Service Fees for provision of the Services in accordance with the Payment Schedule.

3.7. **Additional Services:** Any Services requested by the Hirer and provided by the Venue Manager and not detailed in the Booking Report shall be paid for by the Hirer (whether or not such request was verbal or in writing) within 5 days of the date of the invoice rendered.

3.8. **Balance/Final Payment:** The Hirer will pay the Venue Hire Fee less the deposit (if any has been paid) and the Service Fees and any Other Charges (refer to clause 5) within 5 days of the date of the invoice rendered. The Venue Manager will provide the Hirer with a tax invoice for the balance of the Venue Hire Fee, Service Fees and any Other Charges.

3.9. **Default Interest:** the Venue Manager may charge interest for late payment on all amounts due under this Agreement, calculated daily at NCC's then prevailing trading bank commercial overdraft interest rate plus 5% from the due date until the date that the Venue Manager

receives payment in full of those amounts.

3.10. Recovery Costs: the Venue Manager may recover from the Hirer all costs and expenses (including debt collection fees and legal fees) the Venue Manager incurs trying to recover any overdue amount from the Hirer including administrative costs of either 15% of the overdue amount or \$300.00 whichever is greater. This applies on the basis of a genuine pre-estimate of loss to the Venue Manager and is not intended to operate as a penalty.

4. Booking Procedures

4.1. Confirmation: No booking for hire of the Venue is confirmed until both the Hirer and the Venue Manager have completed the Booking Report and signed this Agreement and the Hirer has paid the Deposit (if any) as required under clause 2.5 and the Bond (if any) as required under clause 5. A booking may be offered to other prospective hirers by the Venue Manager until such time as it has been confirmed under this clause 4.1.

4.2. Hours of Use: The Hirer is to include in their requested Hire Period any set-up and pack-up time that may be required. Hirers may not enter the Venue until the Hire Period starts, and all Events must end at the completion of the Hire Period and the Venue vacated.

4.3. Hirer Age Restriction: Any person wishing to hire the Venue who is under the age of 21 years old must have a parent or guardian sign this Agreement and take responsibility for the booking and compliance with this Agreement, and that same person must be available to liaise with the Venue Manager and supervise the Event throughout the duration of the hire.

5. Bond

5.1. A bond will be applicable for all Events as a guarantee against potential loss or damage in the amount set out in the Booking Form (Bond).

5.2. Refund of the Bond shall only be made if all obligations under this Agreement are fulfilled by the Hirer, no extra cleaning is required and no damage to the Venue or its contents is sustained on inspection by the Venue Manager after the Event, otherwise any applicable costs will be deducted from the Bond.

6. Other charges

6.1. In addition to the Venue Hire Fee and the Service Fees, the Hirer will be charged for any:

- a. damage to the Venue or theft of any of the Venue's property from the Venue during the Hire Period. The Hirer may inspect the Venue with the Venue Manager prior to the Hire Period to take note of any existing damage;
- b. extra cleaning, rubbish removal, repair or reinstatement of the Venue that the Venue Manager reasonably considers is required after the Event;
- c. hour or part thereof that the Hirer continues to occupy the Venue after the end of the Hire Period whether or not it has obtained the Venue Manager's consent and without prejudice to the Venue Manager's other rights under this Agreement or at law, at the Run on Rate set out in the Booking Report. During the run on period, the Hirer will otherwise continue to occupy the Venue and/or Areas on the terms of this Agreement; and

d. costs, expenses or losses incurred by the Venue Manager as a result of a breach or non-observance of the Terms and Conditions by the Hirer.

6.2. Changes: If the Hirer wishes to add to or change the details set out in the Booking Report after this Agreement is entered into, the Hirer may be charged an additional amount to cover the Venue Manager's administrative costs in making this change and all further Services or facilities of any kind requested by the Hirer are subject to availability and the further costs. An administrative cost will be charged in addition to any Venue Hire Fee, Service fee, or Other Charges. The Hirer will be notified and must agree to all such additional charges and any terms and conditions applying to the grant of the Hirer's request before the changes will be agreed to by the Venue Manager.

7. Access

7.1. The Hirer must comply with the Venue's access procedures as notified by the Venue Manager from time to time.

7.2. A key is required to open the Venue. Those groups who are regular venue users may be permitted to hold a key for the duration of the Hire Period.

7.3. Occasional users will have access to the key lock box situated outside the entrance of the Venue. The access code will be provided in the confirmation letter, and the key must be returned to the lock box when vacating the Venue.

7.4. Any keys provided to the Hirer are the responsibility of the Hirer and must be returned to the Venue Manager on the cessation of the Hire Period. The Hirer must notify the Venue Manager immediately if a key has been lost. Key replacement charges will be imposed on accounts, or will be deducted from bonds, if not returned.

8. Use and Care of the Venue

8.1. Use: The Hirer will where requested to do so by the Venue Manager provide a detailed health and safety plan for the Event that is acceptable to the Venue Manager in all respects as soon as possible after this Agreement is signed, and in any event at least Fourteen Working Days before the commencement of the Hire Period. The Hirer will not be permitted to access the Venue during the Hire Period until such time as this clause 8.1 has been complied with to the Venue Manager's satisfaction.

8.2. Proper Conduct: During the Hire Period 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, officers, contractors, agents, invitees and ticket holders and 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 or the Venue Manager or damage the property or reputation of the Venue or the Venue Manager. The Hirer acknowledges that the Venue Manager may eject or refuse admission to any person who fails to behave in accordance with the standards required by this clause.

8.3. Licenses, Permits, Consents and Authority: The Hirer must at the Hirer's expense obtain all licenses, permits and consents that may be required for the Event and the Hirer will provide the Venue Manager with copies of these at least Fourteen Working Days before the Hire Period commences and at any other time upon request

by the Venue Manager.

- 8.4. Compliance with Laws:** During the Hire Period, the Hirer will comply with all applicable statutes, regulations, bylaws, and rules of conduct for the Venue including but not limited to health and safety policies.
- 8.5. Reasonable Care Required:** During the Hire Period, the Hirer shall 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. In this regard the Hirer shall not permanently mark, paint, drill or otherwise deface any part of the Venue or make any alteration to the structure, fittings decorations or furnishings of the Venue.
- 8.6. Prohibited Goods/Activities:** During the Hire Period the Hirer must ensure that:
- no firearms, explosives, flammable liquids or other hazardous or dangerous substances (including dry ice, smoke machines, fireworks or pyrotechnics), nor any heavy plant, machinery or other equipment which may cause damage or injury to property or persons are brought into the Venue; and
 - no lottery, raffle, betting, gambling or game of chance of any kind is conducted in the Venue.
- 8.7. No Smoking:** The Venue is a strictly 'no smoking' Venue and the Hirer must strictly adhere to and enforce this policy and the requirements of the Smoke Free Environments Act 1990, and Smoke Free Environments Amendment Act 2003 at all times.
- 8.8. Electrical Use and Installation:** The Hirer must not connect any electrical installation or equipment or fitting to the electricity supply of the Venue without obtaining the prior approval of the Venue Manager to such connection or installation and provided always that such installation or connection as approved by the Venue Manager is carried out at the Hirer's cost by a suitably qualified and certificated person as required by current New Zealand legislation.
- 8.9. Temporary Structures:** The Hirer shall not construct or erect any rigging, scaffolding or other temporary structure or suspend any object or thing from the ceiling or walls of the Venue without obtaining the prior approval of the Venue Manager.
- 8.10. Decorations:** Decorations must be approved by the Venue Manager prior to being installed in the Venue. Any approved decorations are to be completely removed by the Hirer as part of the pack-out.
- 8.11. Cleaning:** The Hirer must comply with the Venue Manager's directions in relation to the cleaning of the Venue. Rubbish must be removed by the Hirer.
- 8.12. Repairs and Reinstate:** The cost of any repairs and additional cleaning required by the Venue Manager to reinstate the Venue to a clean and tidy condition will be deducted from the Bond and further costs will be charged to the Hirer in addition to the Venue Hire Fee and any other charges.
- 8.13. Removal:** all equipment and supplies relating to the Event must be removed at the end of the Hire Period. The Venue Manager may take a lien over and dispose of any equipment and supplies that have not been removed within a reasonable time after the Hire Period

(provided that the Venue Manager has given reasonable written notice to the Hirer to remove such equipment and supplies) and apply the proceeds to discharge the costs of disposal and/ or any money owing to the Venue Manager. The Venue Manager accepts no responsibility for equipment left in the Venue by the Hirer.

9. Food and Alcohol

- 9.1. No alcohol is to be sold, supplied or consumed at the Event without the prior consent of the Venue Manager. Where that consent is granted the Hirer must obtain a Special Licence, applications for which are available on request from the Environment Health Department, second floor, Civic Centre, Napier City Council. Applications for any type of special license must be made at least 20 Working Days before the Event date. The licence must be given to the Venue Manager before the Event.
- 9.2. If alcohol is supplied or sold during the Event, the Hirer must comply with all conditions and requirements of any applicable liquor license and obtain any additional licenses that may be required for the Event. The Venue Manager may close any bar and/or cease any supply of alcohol if it considers that a breach of the Sale of Liquor Act 1989, Sale and Supply of Alcohol Act 2012, or any other legislation, regulation, licence, permit or consent is likely or it is otherwise concerned as to the safety of any person or the security of the Venue or any other property without any liability arising to the Hirer or any person claiming through the Hirer.
- 9.3. Beer tankers are not permitted in the Venue unless the Venue Manager's prior written approval is given to their location.
- 9.4. BYO alcohol of any kind is not permitted at the Venue.
- 9.5. Food: Where the provision or sale of food is undertaken in relation to the Event, the Food and Hygiene Regulations 1974, and/or the Food Act 2014 and its association regulations, and/or all NCC requirements must be complied with by the Hirer where they apply.

10. Noise

- 10.1. The Hirer must keep noise to a reasonable level and be considerate to nearby residents.
- 10.2. Any complaints/action taken as a result of noise will be the responsibility of the Hirer at the time of the complaint.
- 10.3. The Hirer must take steps to limit noise from amplified music, including keeping doors and windows closed.

11. Security

- 11.1. The Hirer must ensure that all gas, heating and lighting is turned off before the Hirer leaves. An additional charge may be made for a failure to comply with this requirement.
- 11.2. The Hirer will be responsible for ensuring that the Venue is kept secure at all times during the Hire Period. Any costs incurred by the Venue Manager as a result of the building not being secured properly will be passed on to the Hirer.
- 11.3. The Hirer will be billed for any costs incurred if the Venue Manager is required to call a security guard for any reason.
- 11.4. If an alarm is set off purposefully or through negligence,

the Hirer will pay the full cost of the Fire Service or other security call-outs and alarm resetting.

11.5. The Venue Manager may require the Hirer to provide security staff or additional security measures for the Event where any unexpected or heightened risks are identified or perceived by the Venue Manager (acting reasonably) in relation to the Event, including as a consequence of the nature of the Event, and/or the Hirer's actions or omissions in relation to the Event, or arising from any default by the Hirer under this Agreement (in which case the cost of all such additional security staff or measures shall be met by the Hirer).

11.6. No Gang Patches are allowed to be worn in the Venue.

12. Telephone

12.1. The Hirer shall ensure that the Venue telephone (if any) is used only for emergencies.

12.2. The Venue Manager has an answer phone service so if the Hirer has a problem during the hire after hours, the Hirer must call 835 7579 to be connected to the appropriate person.

13. Health and Safety

13.1. Compliance: The Hirer will comply with the Venue's health and safety policies and procedures and the requirements of the Health and Safety at Work 2015 (and any amendments). In particular, the Hirer will:

- a. be prepared for an emergency evacuation;
- b. evacuate the Venue if there is a fire or other emergency and direct all persons to the assembly area;
- c. keep fire and emergency exit doors clear from obstruction at all times;
- d. provide first aid facilities during the hire period;
- e. provide a cell phone for emergency purposes.

13.2. Hirer Responsibility: The Hirer will consult, cooperate and coordinate activities and facilitate engagement with the Venue Manager and any other persons (including without limitation all other hirers, users, suppliers, service providers, and contractors to the Venue) to the extent that the parties have overlapping duties in relation to health and safety, including in relation to ticket holders and invitees to the Venue. The Hirer will ensure that during the Hire Period it acts in accordance with and at all times complies with:

- a. the Venue's "house rules" and policies and procedures regarding health and safety and building security and access, including but not limited to evacuation procedures, maximum number of persons at the Venue, no smoking policy, etc; and
- b. all of the Venue Manager's directions.

13.3. Notification: The Hirer will immediately notify the Venue Manager of any risk or hazards which the Hirer observes or becomes aware of at the Venue and/or any near miss, notifiable event, incident, injury, illness, or accident it becomes aware of at the Venue whether or not the same involves any equipment or any of the Venue Manager's employees. The Hirer will provide the Venue Manager with such assistance as may be necessary to conduct any health and safety review or investigation.

13.4. Venue Manager Responsibility: the Venue Manager will comply with the requirements of the Health and Safety at Work Act 2015 and in particular will:

- a. maintain a fit-for-purpose health and safety management system;
- b. train the Venue Manager's employees and contractors to do their job safely;
- c. maintain its equipment appropriately;
- d. ensure that there is appropriate supervision of the Venue Manager's employees and contractors to ensure compliance with health and safety requirements;
- e. develop procedures to be adopted in cases of emergency;
- f. regularly audit systems and practices against relevant Worksafe NZ Codes or guidelines of best practice;
- g. regularly monitor existing and potential risks and hazards in the workplace and develop and implement appropriate control measures;
- h. implement regular reviews of health and safety management systems and procedures; and
- i. consult, co-operate and co-ordinate activities with the Hirer to the extent that the parties have overlapping duties in relation to health and safety, including but not limited in relation to ticket holders and invitees to the Venue.

14. Cancellation

14.1. Cancellation by the Hirer: If the Hirer cancels the Event, the Venue Manager will retain the deposit (if any) unless specified otherwise in writing and the following cancellation provisions will apply. This clause 14.1 applies on the basis of a genuine pre-estimate of loss to NCC as NCC may not be able to re-hire the Venue to another Hirer at the same or any price and NCC will have taken steps to provide the Venue and services to the Hirer and it is not intended to operate as a penalty. Where cancellation occurs within 7 Working Days of the Event, or less, the full Venue Hire Fee is payable.

14.2. Cancellation by the Venue Manager: Without limiting clause 14.1, the Venue Manager may cancel the Hirer's booking and/or this Agreement by notice in writing to the Hirer if-

- a. the Venue Manager considers that the staging of the Event or the nature of the Event will, or might contravene any statute, order, regulation, rule of law or any other requirement of a public or local authority or otherwise be in breach of reasonable standards of public decency. Where this contravention is not apparent from the description of the Event provided by the Hirer, the cancellation will be deemed to be a cancellation by the Hirer and clause 16.1 will apply; and/or
- b. it reasonably considers that the management control of the Event by the Hirer is deficient or inadequate and/or the behaviour of the guests or attendees of the Event is such that it would lead to danger or injury to any person or material damage to any property, including the Venue itself. In these circumstances clause 16.1 will apply.

15. Insurance

- 15.1. **Public Liability Insurance:** The Hirer must maintain and keep in force during the Hire Period, adequate public liability insurance cover providing indemnity against loss, damage, costs and expenses for which the Hirer may become liable under this Agreement. Should the Hirer request that the Council's insurer instead arranges suitable insurance cover for the Hire Period, then this will be arranged by the Venue Manager. The fees for this are: \$5.00 for a half day hire (or less) or \$10.00 for a whole day hire (and \$10.00 a day thereafter for multiple days) This fee will be added to the fees and charges for the hall hire. These arrangements must be finalised and agreed to by the Hirer before the Pack In Period.
- 15.2. Where the Venue Manager makes a claim under NCC's insurance policy or policies to recover or in respect of a loss arising from the actions or omissions of the Hirer the Hirer shall be liable for the excess payable under the policy.
- 15.3. Where property of any value is brought into or left at the Venue, in any Area, or elsewhere at the venue complex, it will be the Hirer's responsibility to arrange and have in place adequate insurance for the property at all times

16. Termination

- 16.1. The Venue Manager may at any time terminate this Agreement by notice in writing to the Hirer with immediate effect, in any of the following circumstances:
- the Hirer is in default of the observance or performance of any of its obligations under this Agreement and such default is not remedied within a reasonable time (as determined by the Venue Manager in its sole discretion taking into account the circumstances) from the date the Venue Manager has notified the default and requested the Hirer to remedy such default; or
 - if the Hirer fails to pay any sum of money payable to the Venue Manager pursuant to this Agreement, on the due date for payment.
- 16.2. Such termination shall be without prejudice to the Venue Manager's right to recover the Venue Hire Fee and any other money payable by the Hirer under this Agreement and the rights of either party against the other in respect of an earlier breach of any of the provisions contained or implied in this Agreement.

17. Liability and Indemnity

- 17.1. **Indemnity:** To the fullest extent permitted by law and subject to clause 25.1 the Hirer indemnifies the Venue Manager and its employees, officers, contractors, and agents from and against all claims, damages, liabilities, costs, fines, levies, penalties, losses and expenses (including reasonable legal fees) of any nature which the Venue Manager may suffer or incur or for which the Venue Manager may become liable in respect of or arising out of:
- any breach of the Hirer's obligations under this Agreement or the termination of this Agreement, including any loss or damage or injury caused or contributed to by the Hirer to any persons or the Venue or any property or facilities located or stored in the Venue, including the Areas; or
 - any action taken by any person who is dissatisfied by the Event or any matter arising out of the Event; or

- the neglect or careless use or misuse by the Hirer of the Venue or Areas or arising out of any faulty equipment of the Hirer.

17.2. **Hirer's Property:** Subject to clause 25.1 the Hirer acknowledges and agrees that the Venue Manager is not responsible for loss or damage to any of the Hirer's property in the Venue.

17.3. **Indirect/Consequential Loss:** Subject to clause 25.1 the Venue Manager shall not be liable to the Hirer under contract or tort or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement.

17.4. **Limitation:** Subject to clause 25.1 the extent of the Venue Manager's liability to the Hirer under this Agreement (collectively) for any loss, damage, claim or expense is limited in aggregate to the amount of the Venue Hire Fee.

18. Notices

18.1. **Form:** Any notice under this Agreement between the parties must be made in writing and may be personally delivered, posted or emailed to the addresses set out in the Booking Report or to such other addresses as agreed between the parties.

18.2. **Delivery:** Notices will be deemed to be given:

- where served personally, upon delivery;
- where served by post, 5 Working Days after posting;
- where served by email, on the email leaving the information system of the sender, unless an error or delay message is received by the sender in relation to that email.

19. Force Majeure

19.1. In the event that the Venue Manager is unable to perform or discharge its obligations under this Agreement by reason of any fire, flood, earthquake or similar catastrophic event, seismic activity, 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 Venue Manager, then the Venue Manager's rights and obligations shall be suspended and the Venue Manager shall be relieved of its obligations during the Force Majeure Event, provided always 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.

19.2. Where the Event is cancelled or does not take place in accordance with this Agreement due to a Force Majeure Event then all payments already made by the Hirer will be returned to the Hirer. To avoid doubt, if a Force Majeure Event occurs which means the Venue is no longer available for the Hire Period, this will be deemed to be a Force Majeure Event that affects the Venue Manager's ability to perform its obligations.

19.3. Subject to clause 25.1 the Venue Manager will not be liable for any loss, damage, claim, liability or default due to a Force Majeure Event.

19.4. A Force Majeure Event does not include any event which the Venue Manager could have prevented or overcome by exercising a reasonable standard of care or which

resulted from a lack of funds for any reason.

20. Inconsistency

Where these Terms and Conditions and the Booking Report are inconsistent, the Booking Report will prevail to the extent of the inconsistency.

21. No 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.

22. Entire Agreement

Subject to clause 3.1, 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.

23. 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 Manager, which consent may be withheld in the Venue Manager's absolute discretion.

24. 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.

25. Exclusions

25.1. Nothing in this Agreement is intended to limit or modify any rights that the Hirer may have under the Consumer Guarantees Act 1993.

25.2. Despite anything else contained in this Agreement:

- a. the Venue Manager 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 he/she/it has relied on his/her/its own enquiries and judgement in selecting the Venue and the Services and entering into this Agreement;
- b. the parties agree and acknowledge that if they are both in trade, and the goods and services supplied by the Venue Manager and acquired by the Hirer under this Agreement are supplied or acquired in trade, that the provisions of the Consumer Guarantees Act 1993 will not apply to this Agreement; and
- c. 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 for the purposes of this clause 25 the Hirer acknowledges that he/she/it had a reasonable opportunity to review this Agreement, discuss it with the Venue Manager, and receive advice from his/her/its legal advisor, if he/she/it wished to do so.

26. Personal Information

Where the Venue Manager collects any personal information in relation to the Hirer, the Hirer authorises the:

- a. collection of such personal information;
- b. use of such personal information for the purposes of enabling the Hirer to hire the Venue and for NCC and/or the Venue Manager to perform this Agreement; and
- c. disclosure of the personal information by NCC and/or the Venue Manager to such third parties as is necessary for the purposes of enabling NCC and/or the Venue Manager to administer and manage the hire of the Venue by the Hirer, and perform this Agreement, including but not limited to recovery of any monies owed by the Hirer under this Agreement.

By signing this document we accept and agree that these Venue Hire Terms and Conditions will apply to the Hirer's hire of the Venue.

Full legal name/s of Hirer:	Name of Venue Manager:
Date:	Date:
Signature of the Hirer (authorised officer):	Signature for Napier City Council (authorised officer):