

# Facility Hire Terms and Conditions

## 1. ACCEPTANCE OF TERMS

- 1.1 By submitting a Facility Hire Application and confirming acceptance of these Terms and Conditions, the Hirer accepts and agrees to be bound by these Terms and Conditions without limitation or qualification.

## 2. BOOKING CONFIRMATION

- 2.1 The Church welcomes the community to use the Venue. All applications for bookings are subject to Venue availability as well as acceptance of the Hire by the Church. The Church reserves the right to decline or cancel a booking on lawful grounds, including but not limited to where the Church believes, on reasonable grounds, that the proposed activity poses a genuine risk to the safety of people or property, would involve illegal activity or the breach of regulations, or if the booking would otherwise conflict with the Church's legal obligations or trust conditions.
- 2.2 No booking for hire of the Venue is confirmed until the Hirer has submitted a Facility Hire Application, confirmed acceptance of these Terms and Conditions, and the Church has accepted the application and confirmed the booking in writing. 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. LICENCE

- 3.1 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.
- 3.2 The Hirer acknowledges that its right of use of the Venue is a licence, not a lease and does not give the Hirer exclusive use of the Venue. The Hirer shall not use any other part of the Church Building not previously agreed to. The Church shall not hire out the Venue to third parties during the Hire Periods.

## 4. THE EVENT AND HIRE OF THE VENUE

- 4.1 By submitting the Facility Hire Application and confirming acceptance of these Terms and Conditions, the Hirer warrants and agrees that the Event/Use is accurately and comprehensively described in the Facility Hire Application.

### 4.2 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.

- 4.3 The Hirer agrees and warrants that it will only use the Venue for the Event/Use as described in the Facility Hire Application. The Hirer further warrants that this Event/Use is not, and will not become, inconsistent with the values, beliefs and obligations of the Church as set out in the documents listed in clause 4.2(b).

- 4.4 The Church has the sole discretion, acting reasonably, to determine whether an activity or use is inconsistent with the documents and purposes in clause 4.2(b).

- 4.5 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 in the Facility Hire Application or, if the Hirer becomes aware of it later, as soon as practicable after becoming aware of this and ensure that this is clear in all marketing and promotional material. Where such content is disclosed or arises, the Church may take action in accordance with clause 10.

## 5. TERMS OF PAYMENT

- 5.1 The Venue Hire Fee must be paid by the due date indicated on any invoice received from the Church. Any amounts payable by the Hirer must be paid without deduction or setoff.

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

- 5.3 If any amount remains unpaid after the due date the Hirer shall pay interest on those amounts at the rate of 12% per annum calculated on a daily basis from the due date to the date of payment and the Church may cancel this agreement without prejudice to the liability of the Hirer for breach of the terms of this Agreement.

- 5.4 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.

- 5.5 Unless a monthly or other invoicing arrangement has been agreed, the Venue Hire Fee must be paid before the Event/Use.

## 6. ADDITIONAL CHARGES

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

- (a) damage to the Church Building and Equipment or theft of any of the Church's property from the Church Building 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 Building 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.

**6.2** The Church may require the Hirer to pay a refundable Bond, including having regard to the number of people expected to attend the Event/Use. The amount of any Bond will be advised to the Hirer before the booking is confirmed.

**6.3** 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 to the Hirer within 7 days of the end of the Contract Period or the date any damage by the Hirer or its invitees to the Church Building and Equipment is repaired, whichever last occurs.

## **7. USE AND CARE OF THE VENUE**

**7.1** During the Hire period, the Hirer shall:

- (a) only use the Venue for the Event/Use as described in the Facility Hire Application, or as subsequently 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.
- (d) permit entry to 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 is practicably possible to the Hirer.
- (f) not smoke or vape, and not consume, sell or supply alcohol, or permit any person to do so, on TPBC premises or grounds.
- (g) ensure no vehicles are driven or parked on grassed areas.

- (h) ensure that emergency vehicle access to the premises remains clear at all times.
- (i) ensure that children and young persons using the Venue, including outside play areas, are under the constant supervision of adults. Where the Event/Use involves children, young people or vulnerable persons, the Hirer must comply with all applicable safeguarding requirements and maintain appropriate safeguarding procedures. Any serious safeguarding incident occurring on TPBC premises must be reported to the Church as soon as practicable.
- (j) 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.
- (k) 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, blu-tack or any other similar fixing device or product.
- (l) advise the Church in advance of any equipment the Hirer intends to bring onsite, and ensure that all such equipment meets applicable safety standards, is suitable for its intended use, and is fire-safe where applicable. The Church may refuse the use of any equipment it reasonably considers unsafe or incompatible with the Venue.
- (m) not take food or drink into those parts of the Venue in which the consumption of food or drink is prohibited.
- (n) not use any of the Venue's equipment, fixtures, fittings, heating or ventilation systems other than for their intended purpose.
- (o) not use any Church AV, musical or technical equipment without prior approval from the Church.
- (p) not deposit any substance in the toilets, sinks or drains that could cause blockage or damage.
- (q) not use or allow to be used in the Venue any form of lighting with a naked flame (including candles or oil burners).
- (r) not bring highly flammable items, animals, confetti or rice onto the premises, except that animals may be permitted where approved in advance by the Church.
- (s) leave all equipment, facilities and the Venue in good, clean and tidy order at the end of each Event/Use.
- (t) not move auditorium furniture without prior written permission from the Church.
- (u) ensure that all persons attending the Event/Use have vacated the Venue at the end of the Hire Period.
- (v) ensure that heaters and lights are turned off, windows and doors are closed and secured, the Building is locked, and any furniture moved, where permitted, is returned to its original position before vacating the Venue.

- (w) immediately notify the Venue management of any damage caused to the Venue or the Church's property, in order that we can arrange for the damage to be repaired with such repair to be invoiced and paid by the Hirer.
- 7.2** The Hirer shall conduct and manage its use of the Venue in an orderly and lawful manner, and shall remain responsible for the conduct of its employees, volunteers, contractors, performers, agents and invitees 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, the Church or damage the reputation of the Church Building 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.
- 7.3** Unless otherwise agreed in advance, all equipment and supplies relating to the Event/Use must be removed at the end of the Hire Period.
- 8. EMERGENCY PROCEDURES**
- 8.1** The Hirer agrees to appoint someone in the hire group to act as a warden for each Event/Use. The Hirer agrees to familiarise itself with the location of the exit points, fire alarm call points, fire extinguishers, and the assembly area for the Church Building.
- 8.2** Before the Event/Use the appointed warden nominated by the Hirer must verbally notify all users of exit points. If the Hirer finds a fire or if there is a significant earthquake while the Hirer is using the Venue then the appointed warden must:
- (a) instruct people to the nearest exit, directing them to the assembly area being the rear car park alongside George Street and must check the area is cleared.
  - (b) remain outside the Building, ensure everyone is accounted for, and liaise with the Fire service upon their arrival.
  - (c) ensure that no one re-enters the Building until the all clear is given by the Church or the Fire service.
- 9. HEALTH AND SAFETY**
- 9.1** 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.
- 9.2** 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.
- 9.3** The Hirer will immediately notify the Church of any hazards which the Hirer observes or becomes aware of at the Building. 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. Any injury occurring during the Event/Use must also be reported in writing to the Church within 24 hours of the Event/Use.
- 9.4** 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).
- 10. CANCELLATION**
- 10.1** Cancellation by Hirer: If the Hirer cancels within 14 days of the Event/Use and the Venue cannot reasonably be rebooked, the full Venue Hire Fee may be payable.
- 10.2** Cancellation by the Church: The Church may cancel the Hirer's booking and this Agreement where it believes, on reasonable grounds, that the Event/Use poses a genuine risk to the safety of people or property; would involve illegal activity or breach of regulations; would involve public worship or teaching that is directly inconsistent with the Church's constitutionally defined religious purposes; would contradict the agreed purpose for use stated in the Facility Hire Application; or would otherwise conflict with the legal obligations or trust conditions applicable to the property.
- 10.3** 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.
- 10.4** The Church may terminate a recurring hire arrangement without cause by giving the Hirer not less than 14 days' written notice.
- 11. INSURANCE**
- 11.1** The Hirer is responsible, at its expense, for obtaining appropriate insurance to cover the risks associated with the Event/Use. The Church may require evidence of such insurance before the commencement of the Event/Use.
- 11.2** 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 building 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.
- 12. LIABILITY AND INDEMNITY**
- 12.1** The Hirer indemnifies and holds harmless the Church from and against all claims, losses, damages, liabilities, costs, fines, levies, penalties 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 persons;
- (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) 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.

### **13. LIMITATION OF LIABILITY**

- 13.1** 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.
- 13.2** 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.
- 13.3** The Hirer acknowledges it acquires the rights under this agreement for the purpose of supplying goods and services in its business and accordingly it is agreed that, to the maximum extent permitted by law, the provisions of Consumer Guarantees Act 1993 do not apply to this Agreement.
- 13.4** 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.

### **14. PRIVACY**

- 14.1** The Hirer acknowledges that the Church will collect, use, and store personal information provided by the Hirer for purposes relating to the administration of the Venue Hire, including the application process, managing a booking, communication, invoicing, and ensuring safety and security.
- 14.2** All personal information will be handled in accordance with the Church's Privacy Policy, available on our website.
- 14.3** The Hirer confirms they have had the opportunity to read the Privacy Policy and consents to collection and use of personal information in accordance with that policy.
- 14.4** If the Hirer provides the Church with personal information about any third party (such as staff, volunteers, or guests),

the Hirer warrants they have obtained that person's consent to provide their information to the Church.

### **15. FORCE MAJEURE**

- 15.1** 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.

### **16. ASSIGNMENT**

- 16.1** 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.

### **17. JURISDICTION**

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

### **18. ENTIRE AGREEMENT**

- 18.1** The Facility Hire Application submitted by the Hirer, these Terms and Conditions, and the Church's written confirmation of the booking together constitute the entire agreement between the parties in relation to the hire of the Venue ("the Agreement") and supersede and extinguish 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 the 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 the Agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in the Agreement.

### **19. WAIVER**

- 19.1** 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.

### **20. REVISIONS**

- 20.1** The Church may revise these terms and conditions from time to time by posting notice on its website or by giving

notice to the Hirer. The Hirer should check these terms and conditions every time the Hirer applies for a booking.

## **21. DEFINITIONS**

### **21.1** In this Agreement:

- (a) Reference to the **Venue** shall, except where the context otherwise requires, mean the Licensed Area forming part of the Church Building.
- (b) Reference to **the Church Building** shall, except where the context otherwise requires, mean the Church building/s and facilities which the Licenced Area forms part of.
- (c) References to **Equipment** shall, except where the context otherwise requires, mean equipment owned by the Church.
- (d) **Facility Hire Application** means the application submitted by the Hirer requesting use of the Venue, including the information provided by the Hirer regarding the proposed Event/Use.