



## **EVENT TERMS AND CONDITIONS**

These are Terms & Conditions (the '**Contract**') between the '**Hirer**' (persons responsible for booking and paying the fees) and the '**Principal**' (International Artist Residency (IAR)) for the use of the '**Venue**' (HUs - Boutique Venue and Accommodation - 45 Croft Road Coatesville) during the '**Hire Period**' (the dates which have been booked by the Hirer). Breach of this contract could result in early termination and/or charges. Please retain a copy of this contract for your reference ensuring that you are aware of the responsibilities of the Contract.

### **1. CONFIRMATION AND PAYMENT**

- 1.1 Confirmation of a booking must be made by way of 30% deposit of the venue hire fee by the requested date accompanied by a signed copy of our Terms & Conditions and a copy of photo ID. Until then the Principal reserves the right to release the booking.
- 1.2 All final amounts must be settled no later than seven (7) days prior to the event.
- 1.3 A \$2,000 security bond payment will be required upon booking and will be released upon exit inspection. (This includes a \$500.00 noise bond; refer to Clause 6.3)
- 1.4 In the event a deposit and contract is not received within 14 days of placing a booking, the booking is deemed to have been abandoned.

### **2. HIRE PERIOD**

- 2.1 The Hirer must precisely state the type of activity and event to take place and use the Venue only for that purpose. Hirer must use only the area that has been booked and confirmed.
- 2.2 Set up and pack down time must be included in the Hire Period.
- 2.3 Hirer shall ensure that all persons have vacated the Venue by the end of the Hire Period.

### **3. EVENT VENUE HIRE**

- 3.1 The event Venue hire includes
  - a) Use of the downstairs gallery, media room and bar area
  - b) Outdoor areas including custom made docks
  - c) Restroom facilities (plus mobile unit if over 45 guests)
  - d) State of the art indoor sound system and portable speaker and stand
  - e) Basic furniture (trestle tables and plastic chairs)
  - g) Onsite parking for 55 cars
- 3.2 Unless stipulated with the Principal at the time of booking, the Venue hire for events does not include use of the upstairs accommodation, kitchen facilities and upstairs bathrooms, unless included in your booking. Please refer to Clause 5 for terms and conditions relating to accommodation.

- 3.3 A one-hour site-visit/liaison with the Venue manager is included if required. Additional site visits may incur additional fees.
- 3.4 Furniture hire, tableware and catering is sourced by Hirer. Preferred supplier list is available on request.
- 3.5 A timeline/run sheet of the day must be submitted by e-mail to the Venue manager prior to check-in.
- 3.6 The Hirer will be charged for the repairs or full replacement cost of any damage caused to property belonging to the Venue should it exceed the bond.
- 3.7 Any fines resulting from failure to comply with conditions above will be passed on to the Hirer including any penalty for late payment of fines and extra administration time by Principal.

#### **4. EVENT CLOSING**

- 4.1 Any Event at the Venue has a hard close time of 10:00pm.
- 4.2 All guests at the Venue are expected to have vacated the property by 11:00pm, except for the guests (if any) residing in upstairs accommodation.
- 4.3 The Hirer is responsible for ensuring the Venue space is left tidy and all rental equipment collected and all decorations taken down (refer to Clause 8.5).
- 4.4 All overflow rubbish must be removed off site at the end of the Hire period. Additional charges will be incurred if rubbish is not removed off-site.
- 4.5 The Hirer is not responsible for wiping down surfaces, vacuuming, sweeping or mopping the floors.
- 4.6 The Principal reserves the right to remove and if not claimed, dispose of any belongings, equipment or furniture left in the Venue after the Hire Period.

#### **5. ACCOMMODATION**

- 5.1 The maximum number of overnight guests at the Venue is limited to 8 people.
- 5.2 Temporary structures for glamping/camping for additional people to sleep overnight is permitted; however must be stipulated at the time of booking and separate costs will be incurred per person.
- 5.3 Check in time is 3pm. Check out time is 10am, unless prior arrangements have been made with Venue management.
- 5.4 On arrival the Hirer agrees to familiarise themselves with the requirements of all visitors by reading and following the information in the guest handbook. All guidelines listed in the Guest Handbook provided will be adhered to.
- 5.5 On departure the Hirer agrees to follow the requirements for checking out and leave the property in a similar tidy state in which it was found at check-in.
- 5.6 Security alarm, gate and lockbox codes are strictly confidential and may not be passed on to any other persons outside the booking.
- 5.7 The Hirer agrees to be respectful of all property and report any damages caused during their stay.
- 5.8 The Hirer will be charged for the repairs or full replacement cost of any damage caused to property belonging to the Venue should it exceed the bond.
- 5.9 No furniture or fixtures may be removed from any of the rooms. Any movement of furniture within its existing room, must be replaced to its original position before checking out.
- 5.10 Rubbish and recycling overflow is to be removed from the accommodation to the rubbish and recycling bins provided outside. Any overflow of the outside bins must be removed from the property by the Hirer.

## **6. NOISE MANAGEMENT**

- 6.1 Please respect neighbours by keeping noise levels to an acceptable level at all times. If the inside noise level exceeds 85db, all doors and windows, including barn doors are to be closed.
- 6.2 All amplified music must end at 10.00pm and care must be taken to keep noise to minimum when leaving the venue.
- 6.3 Hirer's must comply and maintain noise levels in accordance with the Venue manager's instructions. Failure to reduce noise levels at the request of a Venue manager or the police will result in the Event being shut down and loss of Noise Bond.
- 6.4 Any entertainment hired must comply with noise limited rules of no more than 85db inside the closed gallery space.
- 6.5 Guests are permitted to use personal playlists to play through the internal sound system but must comply with noise limits.

## **7. BYO (Bring Your Own)**

- 7.1 No alcohol is to be sold without a special license granted by the Liquor Licensing Agency. Failure to comply may result in a fine of \$20,000 and/or closure of your event.
- 7.2 There is a strictly no guest BYO allowed, therefore only the Hirer can provide alcohol for guests.
- 7.3 For events of more than 45 people, the Hirer must ensure a Duty Manager, who holds a valid Manager's Certificate, is present if alcohol is being served at all events.
- 7.4 The Hirer shall have food, a reasonable range of non-alcoholic refreshments and low alcoholic beverages available at all times when alcohol is being consumed.

## **8. THIRD-PARTY SUPPLIERS/VENDORS**

- 8.1 Responsibilities for any third-party suppliers used for the Hire period, lies with the Hirer. The Hirer will ensure that all external suppliers abide by all health, safety, terms and conditions that are applicable to them, their staff and service.
- 8.2 If a catering mobile unit is hired, it is the responsibility of the Hirer to ensure they set up in the carport to the left of the building.
- 8.3 The Venue's total supply of electricity is 63 amps. The Hirer will ensure the necessary whisper generators are provided by any third-party suppliers to avoid a circuit board overload.
- 8.4 Any damage caused by overloading the circuit board will be charged to the Hirer.
- 8.5 Any furniture, equipment or decorations (including floral decorations at the wedding dock) provided by a third-party supplier must be removed from the Venue on the day of the event, or by arrangement with Venue manager, can be stored tidily in the downstairs gallery until the following day. Additional call-out fees for Venue staff may be charged.

## **9. MOBILE RESTROOMS**

- 9.1 For groups over 45 people, the Venue will supply mobile restrooms from a Third Party supplier. This cost is reflected in your invoice. Any damage to these mobile restrooms will result in loss of bond.

## **10. RUBBISH AND RECYCLING**

10.1 The venue provides one (1) general rubbish bin and one (1) recycling bin for each event. Any overflow of rubbish is the responsibility of the Hirer to arrange receptacles for and the removal of.

## **11. TRAFFIC MANAGEMENT**

11.1 Enter and vacate with caution at a speed of no more than 5km per hour.

11.2 NO parking is permitted on Croft Lane. All vehicles must park in the lower parking lot of the Venue.

11.3 Any guests being dropped off or picked up by a taxi, Uber or other must enter and exit their vehicle in the Venue car park, not on Croft Lane.

11.4 No guests are allowed to linger in the front parking area or driveway at any time, this especially applies to collections of guests at the end of the evening. Guests must wait inside the Venue until the vehicle has come to collect them. A security guard and/or Venue manager will coordinate to ensure these safety guidelines are adhered to.

## **12. GENERAL**

12.1 No animals are permitted at the Venue other than guide dogs for the visually impaired, registered companion animals, unless previously agreed upon by the Principal.

12.2 There is strictly no smoking indoors. Smoking outdoors is permitted as long as ashtrays are used and no butts left on the lawn/plantings.

12.3 The Hirer must not allow any illegal activities to take place in or outside the Venue. All statutory rules, regulation and bylaws in force shall be strictly observed by the Hirer.

12.4 The Hirer will not use nails, tacks, screws, pins or any other instrument that will cause damage.

12.5 No substance shall be deposited in the toilets, sinks or drains that will cause blockage or damage.

12.6 The venue does not permit the use of fireworks/Chinese lanterns or other items which may disrupt neighbours/livestock or be a fire hazard. We encourage the use of fresh flowers or plant based materials instead of confetti.

12.7 It is agreed by the Hirer that photography shot at the Venue may be used by the Principal for advertising/social media purposes.

## **13. BEHAVIOUR**

13.1 The Venue endeavours to provide an exclusive, up market functions venue. Attire and behaviour is expected to be commensurate with this. The Venue reserves the right to exclude or eject any person(s) attending the function, or present on the property, if their conduct is deemed to be unacceptable.

13.2 The Hirer acknowledges the Venue reserves the right to terminate any function if the co-operation of guests to the property is not obtained.

13.3 The Hirer also acknowledges that the Venue manager may regard any breach of the stipulated noise requirements as justification for terminating a function. Refer to Clause 6.

13.4 In order to maintain neighbourhood standards and protection of the property, the venue will charge penalties or remove clients from the property with immediate involvement of guards or police, depending on the level of severity.

13.5 Any fines resulting from failure to comply with conditions above will be passed on to the Hirer including any penalty for late payment of fines and extra administration time by Principal.

#### **14. SECURITY AND VENUE MANAGEMENT**

14.1 For all events over 20 people, compulsory security personnel will be considered from 6.30pm until the end of your event. This will be reflected in your invoice.

14.2 For all events over 20 people, an on-site manager will be present from 6.30pm to assist with maintaining appropriate noise levels in accordance with the noise management policy. See clause 6.

#### **15. HEALTH AND SAFETY**

15.1 While every practical measure has been taken by the Venue to identify, mitigate or eliminate potential hazards, any residual safety risks are assumed by the Hirer, and the Hirer's guests. Accordingly, the Venue will not be accountable for any resulting injury caused to the hirer or the Hirer's guests.

15.2 The Venue incorporates water features, ponds, bush area, bridges and dock as integral aspects of its surroundings. Such features may under exceptional circumstances constitute a safety risk to the Hirer and the Hirer's guests.

15.3 The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, is responsible for all children 10 years of age and under. We expect children to be actively supervised at all times.

15.4 It is the Hirer's responsibility to contact the Police immediately if there are any accidents or safety concerns.

15.5 A basic First Aid kit is accessible to the Hirer and located in the kitchen cupboard, above the refrigerator.

#### **16. COVID-19**

16.1 It is a requirement for all visitors to the Venue to sign-in using the NZ Covid Tracer App and the responsibility for compliance falls on the Hirer.

16.2 While the country is operating in accordance with the COVID-19 Protection framework, the Venue may be required to sight and scan the Vaccine passes of all guests for events over 10 people.

16.3 Where Vaccination Passes are required by guests, the Principal reserves the right to refuse entry to any guests who do not comply with COVID-19 regulations at any level of the COVID-19 Protection Framework.

16.4 Refer to Clause 18.3 for information related to the cancellation of events affected by COVID-19

#### **17. DAMAGE AND LOSS**

17.1 Any damage to the Venue (including vegetation, structures etc) or any other property or any loss incurred by any person whatsoever resulting from, or attributable to, the Hirer's use of the Venue, as determined by the Principal, is the responsibility of the Hirer and the Hirer is liable to pay all amounts as a result of such damage or loss to the

Principal (or as the Principal directs) and do any other thing necessary to make good such damage or loss.

17.2 Any personal items brought to the venue by guests are at the sole risk of the guests. The Venue will not be held responsible for any damage/removal of guest's personal items during the function.

## **18. LIABILITY**

18.1 Hirer will indemnify the Principal, its employees or agents against all claims, demands, losses, damages, costs and expenses arising from the Hirer's use of the Venue or any breach of this Contract.

## **19. CANCELLATIONS**

19.1 In the event that Hirer terminates the Contract the Principal will refund the Venue Hire Price as follows:

Cancellation notice received

- a. With 6 months or more written notice prior to the original Event date = Full refund
- b. With 1-6 months written notice prior to the original Event date = 70% refund of amount paid
- c. Less than 1 month written notice prior to the original Event date = No refund permitted

19.2 If the booking was made via an external site the Hirer should refer to the original site the payment was made through to view the cancellations terms.

19.3 In the event of a COVID-19 related lockdown falling on the agreed event booking date the first option will always be to reschedule the event to the next best date agreed by the Principal and the Hirer.

## **20. FORCE MAJEUR**

For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Venue including but not limited to strikes or other industrial disputes (whether involving the workforce of the Venue or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

20.1 The Venue shall not be liable to the Hirer as a result of any failure to perform its obligations under this Contract as a result of a Force Majeure Event.

20.2 If the Force Majeure Event prevents the Venue from providing the Venue on the Date, the Principal shall, without limiting its other rights or remedies and without liability to the Hirer, have the right to terminate this Contract immediately by giving written notice to the Hirer.