

PULMAN PARK VENUES
Terms and Conditions of Hire
All venue rules are in effect throughout the hire.
Pulman Park is a SMOKE FREE Park

1. Health & Safety & Legal Compliance

- a. Please provide proof of the Hirer's **public liability insurance** when returning this Agreement.
- b. Without limiting anything else in this Agreement the Hirer will provide a detailed health and safety plan for the Event as soon as possible after this Agreement is signed but not less than 10 Business Days before the Pack-in Date. The Hirer acknowledges and agrees that it will not be permitted to access the Venue during the Hire Period until such time as this clause has been complied to Pulman Park's satisfaction.
- c. The Venue is strictly a 'no smoking' venue and the Hirer must strictly adhere to and enforce this policy and the requirements of the Smoke Free Environments Act 1990, Smoke-free Environments Amendment Act 2003, and any statutory amendments at all times. Where designated outdoor smoking areas are required for an Event, the Hirer must specifically discuss this requirement with Pulman Park when the Hirer confirms the Venue set-up.
- d. The Hirer will ensure that it and every person working at its direction or under its control working or otherwise at the Venue during the Hire Period acts in accordance with and at all times complies with the law and:
 - i. maximum number of persons at the Venue, no smoking policy, etc;
 - ii. all of Pulman Park's directions;
 - iii. its obligations and duties under the Health and Safety in Employment Act 1992 and/or the Health and Safety at Work Act 2015.
 - iv. The Hirer will immediately notify the Pulman Park Duty Manager of:
 - o any risks, hazards or defects which the Hirer observes or becomes aware of at the Venue; and
 - o any near miss, notifiable event, incident, injury, illness, or accident it becomes aware of at the Venue.
 - v. The Hirer will provide Pulman Park with such assistance as may be necessary to conduct any health and safety review or investigation.
- e. with the Venue's policies and procedures regarding health and safety, building security and access, including but not limited to evacuation procedures,
- f. Pulman Park reserves the right to close any venue or cancel any confirmed reservation on the park due to an H&S emergency. If the emergency is beyond the control of the venue it will be rescheduled at a convenient time for the group and the venue. If rescheduling cannot be done, a full refund will be given.
- g. The hirer shall ensure that all exit ways must be kept clear and visible at all times. Vehicles must not be parked and bicycles must not be left in any of the exit ways of the Venue or contravening any parking signs.
- h. The Hirer must at all times comply with all applicable New Zealand laws, bylaws, regulations, codes, standards, liquor licensing, and resource consents (including without limitation the Venue Resource Consent, all licenses for public assembly, and in relation to noise control).
- i. Without limiting anything else in this Agreement the Hirer will:
- j. run the Event in accordance with the best industry standards;
- k. comply with the fire safety evacuation scheme for the Venue;
- l. comply with the relevant requirements of the Sale of Liquor Act 1989, Sale and Supply of Alcohol Act 2012, and any liquor license obtained for the Event;
- m. obtain as necessary and comply with any resource consent/s required or issued for the Event;
- n. comply with the District Plan guidelines for noise during the Event and any noise restrictions which apply to the Venue;
- o. comply with any relevant hygiene and care requirements if animals are involved in the Event; and
- p. comply with copyright laws.
- q. Copies of all licenses, permits, consents or certificates must be provided to Pulman Park not less than 10 Business Days before the Pack-in Date.
- r. The use of drones in the open air or within venues can only be used with the written consent of Pulman Park and if the correct permits and permissions have been obtained.
- s. The Hirer is liable for all costs and expenses of complying with this clause 1.

2. General

- a. The term of this agreement runs from the date this agreement is signed until the earlier of the end of the hire period, or the date this agreement is cancelled or terminated in accordance with its provisions.
- b. The selected Pulman Park facility can be hired for any activities deemed appropriate by Pulman Park management.
- c. All groups must have a nominated point of contact, who is responsible for the group (and the premises as required, if hired after hours) for the duration of the hire.
- d. Booking times must include set up / pack down and allow for user groups to leave the venue in a satisfactory condition. Failure to include this time may result in extra charges for your group.
- e. Entry to the venue is only available from the time booked and must be vacated within the timeframe specified on the booking form.
- f. All equipment utilized by authorization of Pulman Park management during the period of hire must be returned in the same condition and to the correct position at the end of the hire period i.e. leave the venue in the same state it was received. All equipment must be carried/trolleyed not dragged on floor.
- g. Any group bookings are to be adequately and actively supervised at all times whilst they are in the venue and must remain in the hired/booked area throughout the entire period.
 - i. Hirer supervisors are held responsible for the group and must maintain the venue guidelines whilst at the venue. Failure to have enough supervisors may result in entry being refused.

- ii. Adult supervisors (age 18+) are required for children and youth groups. **The number of required supervisors is 1 adult per ten children.**
 - iii. All children under the age of 12 must be “actively supervised” by a Parent or Guardian aged 18 years or over. **The number of required supervisors for under 5’s is 1 adult actively supervising 4 children.**
- h. All people must follow all direction from Pulman Park staff and the duty manager.
- i. Venue personnel reserve the right to determine unacceptable behavior of individual(s) or groups while on the premises and Pulman Park may, at the **hirers costs** require any patron(s) or person or group of people to leave the event or may terminate the event if a situation arises or is likely to arise that:
- i. will unreasonably impede or adversely affect the enjoyment of other people at or around the Venue, or put people at risk; or
 - ii. will cause loss or damage to the Venue or any property or is likely to do so; or
 - iii. will breach any term of this Agreement or any law or bylaw; or
 - iv. where Patrons are intoxicated, unruly, or violent.
- If this occurs no refund will be given.**
- j. The Duty Manager or their nominee will have right of entry at all times.
- k. Hirers shall agree to hold the venue fully harmless and indemnify it against any and all suits, damages, claims, causes or actions which may arise out of use of the above described property.
- l. Use and occupation of the venue by the hirer is at the hirer’s own risk, in all cases. Pulman Park, its officers, and agents will not under any circumstances be responsible to the hirer or any other person for damage to, or loss, theft, or removal of any property brought or left by any person (including the hirer) in any part of the venue, including any changing room or office. Equipment and/or goods stored at the venue outside of the hire period may incur a storage fee or be disposed of by Pulman Park.
- m. Pulman Park will not be responsible to the Hirer for any act, omission, default or neglect of any other hirer, tenant, licensee, service provider, contractor, agent, representative or Patron of the Venue.
- n. Any damage to the building, art work, exhibit, furniture fitting, fixture or chattel within a venue must be reported immediately to the duty manager.
- o. Any individual hire arrangements may prevail over the general terms & conditions where there may be a conflict.

3. Hire Fees & Bond

- a. Bond payments are required for all one-off or event users. The bond payment will vary between \$200- \$2,000 depending on the level of booking and associated potential risks. Bond payments for casual small bookings are normally waived. Management has full discretion as to the amount of bond required.
- b. **The hirer is liable for all damages that occur to the property and venue equipment as a result of the hiring groups actions.** Damage or problems experienced during the event may delay or change the release of the bond. In the event where full release of the bond (within 10 working days) is not completed a detailed list of withdrawals will be provided in writing to the group organizer which may include:
 - i. No damage to property or equipment
 - ii. All access cards/keys returned
 - iii. All areas left in a clean and tidy state and not requiring extra cleaning charges
 - iv. Security conditions are met.
 - v. All pre-agreed timings or equipment use are adhered to.
- c. A non-refundable deposit amounting to 25% of the hire fee is required to secure event bookings. This should be paid once the event has been confirmed. The booking will remain tentative until such time as the deposit is paid.
- d. For events, the balance of the hire charge and bond must be paid in full **seven** days prior to the hire date, if not sooner, or as agreed with management. Failure to pay the balance within this time frame will result in the booking will automatically be cancelled.
- e. Regular hirers can request to be invoiced on a monthly basis on the proviso invoice payments are kept up to date – payment received by the 20th of the following month. Failure to keep accounts up to date will result in future bookings to be paid in advance. Prior to any accounts being invoiced a credit application form must be completed and approved by Pulman Park.
- f. Failure to pay invoiced accounts by the due date may see future bookings suspended until payment in full is received. Payments not received by the due date maybe referred to a debt collection agency. The hirer will be liable for all associated fees and any other costs associated with this debt collection.
- g. Bookings on public holidays and bookings outside of normal operating hours may incur additional staff charges. These will be discussed with you at time of booking.

4. Cancellations / Amendments

- a. For regular hirers, the venue must be given at least 60 days’ notice of cancellation or change to bookings. Written notice (email is acceptable) must follow oral notification. Should the notice of cancellation be less than 30 days prior to the date of reservation or should the group fail to occupy the premises at the specified time, all booking charges may still apply.
- b. Cancellations of tournament/event bookings require **90** days’ notice from the hirer. Deposits are non-refundable. Failure to cancel within the 60-day timeline may result in full booking charges still applying.
- c. Despite anything else contained in this document, Pulman Park reserves the right at their discretion to refuse any application of hire, waiver specific conditions, or cancel any booking without assigning any reason.
- d. Regular users may be asked to shift their booking times to allow better optimization of space, and or their preferred room/venue/court to accommodate bookings that are deemed by management to necessitate the move e.g. events.
- e. Pulman Park reserves the right to cancel or alter a hire agreement at the discretion of management. Every effort will be made by the venue to avoid cancelling any confirmed reservation. However, in the event of an emergency, beyond the control of the venue, a confirmed reservation may be cancelled. Should an event be cancelled for this reason, it will be rescheduled at a convenient time for the group and the venue. If rescheduling cannot be done, a full refund will be given.

5. Force Majeure

Either party to this Agreement may be excused from performing its obligations under this Agreement to the extent it is prevented from doing so because of an event of Force Majeure and will not be held liable for any loss of income or costs incurred by the other party.

If either party wishes to claim the benefit of an event of Force Majeure, it will give the other party prompt written notice of the event, and specifying the effect on this Agreement. The parties' obligations will resume on the cessation of the event of Force Majeure and the parties will negotiate in good faith any adjustments required to take account of the event of Force Majeure.

6. Civil Defence Emergency

The Hirer acknowledges and agrees that if the Venue is an emergency welfare centre for Civil Defence purposes, and a Civil Defence emergency occurs, the Venue in part or in its entirety may be required for use as an emergency welfare centre without notice. In that case the Hirer will vacate the Hire Area and the Venue immediately without any right to compensation except that any payments made on account of the Hire Fee will be refunded to the Hirer.

7. Cleaning and Maintenance

- a. While the park has arrangements with a cleaning provider general cleaning equipment will be made available to hire groups as per discussion and the spaces hired must be left in good condition.
- b. Any additional cleaning performed by venue staff or contractors to get the facility back to a satisfactory condition may incur an additional charge.
- c. After use, and before vacating the premises, the hirer must clean, remove food and personal items and place all trash in provided containers. Rubbish exceeding container space must be removed from the premises by the hirer.
- d. No vehicles/machinery allowed onto the sports floor of any Pulman Park facility without prior written consent by Park Management
- e. The rules and protocols of each venue must be adhered to and these include but are not limited to:
 - i. Pulman Park is a SMOKE FREE venue and this must be respected in all areas.
 - ii. Pulman Park is a DOG FREE zone (with the exception of Police dogs & Guide dogs)
 - iii. Strictly no chewing gum allowed.
 - iv. Parking on grass areas is prohibited.
 - v. Consumption of food and drink is limited to designated areas only.
 - vi. Only appropriate non-marking sports shoes are allowed on wooden floors. Heels, Boots & Dress shoes damage stadium floors and must not be worn accordingly.
- f. Any damage to the building or the assets of the venue will result in the replacement or repair of the damaged property at the hirers cost.

8. Compliance, Catering & Beverage

- a. Hirers must use Catering and Beverage facilities at Pulman Park unless otherwise negotiated with Park Management.
- b. Venue vending machines must not be removed or covered.
- c. The Hirer must at all times comply with all applicable New Zealand laws, bylaws, regulations, codes, standards, liquor licensing, and resource consents (including without limitation the Venue Resource Consent, all licenses for public assembly, and in relation to noise control. Hire fees will not be refunded if the booking cannot proceed due to a noise complaint.)
- d. If the Hirer wishes to sell/hawk/dispose or supply any Merchandise at the Venue during the Hire Period the Hirer must first obtain Pulman Park's approval.
- e. The Hirer must not make nor allow to be made any alterations or additions or alter, move or remove any fixture, fitting or furnishing to any part of the Venue nor hang any items from the walls or ceiling unless this is with the prior approval of Pulman Park Management. This includes installing or removing any electrical or mechanical device.

The Hirer must not, in or adjacent to the Venue during the Hire Period, without the prior approval in writing of Pulman Park:

- i. collect any money or conduct any game of chance, sweepstake or lottery or permit any person to bet or wager;
- ii. erect any marquee, hut, stall or similar or do so contrary to any condition imposed by Pulman Park;
- iii. bring or permit to be brought in any dangerous goods including glass containers, which shall only be permitted in the Venue's function rooms. Pulman Park will have the right to confiscate any glass containers;
- iv. bring or permit to be brought in any confetti or apply or permit to be applied any chalk, resin, talcum powder or any other substances to the floor or walls.
- v. The Hirer must not enter into sponsorship arrangement for the Event that would be materially detrimental or inconsistent with the goodwill or reputation of Pulman Park or prejudice any existing or prospective sponsorship arrangements of Pulman Park.

9. Media

Pulman Park must be advised if any media will be present at the venue or the event and this must be with Pulman Park consent.

10. Security

- a. In the event that no duty manager is present all hirers making bookings outside of business hours will be responsible for the security of the building. The hirer will have access to alarm codes (where applicable) and property keys. All alarm codes and property keys will be given out prior to the booking (where necessary). Keys and alarm codes must remain with the nominated point of contact and kept secure at all times. In the event keys are lost or stolen, management must be notified immediately and any cost incurred for replacing the key and/or locks will be charged to the hirer.
- b. Where deemed necessary, the hirer will be required to provide security services for crowd control purposes at an appropriate level specified by the Park at the hirer's cost (whether provided by Pulman Park's preferred supplier or directly or by a third party).

- c. Hirers shall enter on the times and only those areas within the venue stated on the hire application form. If a hirer causes alarm activation, that hirer will be charged an additional \$100 to cover security guard callouts.
- d. Any charges incurred due to activation of fire alarms will be paid by the hirer, if the activation is found to be a false activation. The standard false alarm call out charge is \$1,150 plus GST.

11. Assignment

Pulman Park may assign this Agreement but the Hirer may not assign, transfer, mortgage or charge the Hirer’s interest in this Agreement, sub-license or grant any other person any rights in respect of the Venue or this Agreement.

12. Claims against Pulman Park Liability

Pulman Park will not be responsible to the Hirer for any act, omission, default or neglect of any other hirer, tenant, licensee, service provider, contractor, agent, representative or Patron of the Venue.

- a. The Hirer agrees that it cannot make a claim against Pulman Park or its employees and/or representatives unless the claim is made before the date falling 20 Business Days following the Pack-out Date.
- b. The Hirer agrees that Pulman Park’s liability under this Agreement is at all times limited to an amount equivalent to the Hire Fee, or in cases where this Agreement relates to multiple Events the Hire Fee payable in relation to the first Event. Pulman Park’s employees and representatives are also able to enjoy the benefit of this provision.

13. Amendment to General Terms and Conditions

Notwithstanding any other provision to this Agreement, Pulman Park may vary or amend these General Terms and Conditions and/or any policies, procedures, guidelines and rules set by Pulman Park relating to the use, occupation, services, safety and security of the Venue provided that:

- a. Pulman Park has given the Hirer written notice not less than 30 Business Days before the variation or amendment taking effect; and
- b. the variation or amendment does not derogate from the rights granted to the Hirer as at the date this Agreement was executed.

This booking is not confirmed unless the hiring party signs this Terms & Conditions of Hire and returns it to Pulman Park.

<p>AUTHORISED HIRER SIGNATURE:</p> <p><i>*Your Name here indicates the acceptance of the terms and conditions of use of this venue. If you have any questions regarding these terms, please discuss with the Venue Manager.</i></p>	<p>VENUE SIGNATURE:</p>
<p>Name:</p> <p>Date:</p>	<p>Noeline Hodgins General Manager For and on behalf of The Bruce Pulman Park Trust</p>