

1 PARTIES

ChristchurchNZ
The Hirer named in the application (the Hirer).

2 BACKGROUND

ChristchurchNZ operates GreenHouse, a collaborative hub at 146A Lichfield Street in Christchurch's Innovation Precinct, providing early-stage ICT businesses with cost-effective access to facilities and experience to help them grow.

3 DEFINITIONS

Event means the purpose for which the venue is to be hired as described by you in the "Description of the Event" field of this Venue Hire Agreement.

Hirer means the person named as Hirer in the "Parties" field of this Venue Hire Agreement and is referred to as "you" in these terms and conditions.

Venue means GreenHouse facilities at 146a Lichfield Street.

Venue Hire Agreement means the agreement attached to these terms and conditions, together with these terms and conditions.

4 NATURE OF THE EVENT

4.1 By signing this Venue Hire Agreement, you warrant and agree that the Event is accurately and comprehensively described in this Venue Hire Agreement.

4.2 You also warrant and agree that the Venue will not be used by you for any activity that is of an objectionable nature, is in breach of reasonable standards of public decency or is likely to create a nuisance.

5 CHARGES

5.1 You will be charged for:

5.1.1 any damage to the Venue caused by you, your invitees (including all Event guests) or arising due to your lack of care or any other breach of these terms and conditions;

5.1.2 any theft of property from the Venue arising from the Event;

5.1.3 any extra cleaning, rubbish removal, repair or reinstatement of the Venue that ChristchurchNZ reasonably considers is required after your Event; and

5.1.4 any costs, losses or expenses ChristchurchNZ incurs due to any breach or non-observance by you of these terms and conditions.

5.2 You will be invoiced for any charges incurred by you, such charges to be payable immediately by you.

6 USE OF THE VENUE

6.1 You may only use the Venue in accordance with the description of the Event and/or Venue use provided by you to ChristchurchNZ in this Venue Hire Agreement.

6.2 You must ensure that the Event is strictly held on the Event Date and between the Event Start and Finish Times detailed in this Agreement.

6.3 You shall remove all rubbish brought to the Venue at the end of the Event, and must leave all equipment, facilities and the Venue in good, clean and tidy order, ready for use by ChristchurchNZ or other authorised user.

- 6.4 You shall ensure that, you, your employees, agents or contractors have vacated the Venue by the end of the Hire Period.
- 6.5 The maximum number of persons allowed in the Venue under normal circumstances is 50. GreenHouse has the capability to expand this capacity, by making arrangements with local businesses regarding evacuation procedures. If your event will exceed 50 guests, you must advise GreenHouse during the application process so that this can be arranged at the time of the agreement. An increase in capacity cannot be arranged on the night of your event.
- 6.6 You must ensure that the number of people in the Venue does not exceed the maximum number of people expected at the Event as detailed in this agreement. You will be liable for any fines or costs that ChristchurchNZ may incur if the maximum number is exceeded.
- 6.7 In respect of the Venue (except with the express permission of ChristchurchNZ to do otherwise), you must:
- 6.7.1 protect all floors, walls and doors at all times, including for example, during the installation and removal of any equipment, displays or exhibits;
 - 6.7.2 take proper care of the Venue and ensure that no damage occurs;
 - 6.7.3 not drive nails, tacks, screws or pins into walls, furnishings, floors and ceilings;
 - 6.7.4 not write, decorate, attach posters or disfigure any wall or ceiling surfaces;
 - 6.7.5 not use any of the Venue's equipment, fixtures, fittings, heating or ventilation systems other than for their intended purpose;
 - 6.7.6 not deposit or allow to be deposited any substance in the toilets, sinks or drains that could cause blockage or damage;
 - 6.7.7 not use or allow to be used in the Venue any form of lighting with a naked flame (including candles or oil burners);
 - 6.7.8 not take photographs of any art work or other exhibit in the Venue;
 - 6.7.9 not store any equipment or material to be used in connection with the Event at the Venue;
 - 6.7.10 not sell alcohol at or outside the Venue unless you have obtained an appropriate liquor licence. Additionally, alcohol must not be consumed outside the Venue without an appropriate liquor license. If you are not sure whether you need a licence, you should check with the District Licensing Authority. Where liquor is provided, food and non-alcoholic drinks must also be provided;
 - 6.7.11 not take food or drink into those parts of the Venue in which the consumption of food or drink is prohibited; and
 - 6.7.12 not smoke anywhere inside the Venue.
- 6.8 If any damage is caused to the Venue or any art work, exhibit, item of furniture, fitting, fixture or chattel within the Venue, you must immediately notify ChristchurchNZ of the damage in order that ChristchurchNZ can arrange for the damage to be repaired, such repair to be at your cost in accordance with clause 5 of this Venue Hire Agreement.

7 HEALTH AND SAFETY

- 7.1 The health and safety of all people attending the Event is an area where both you and ChristchurchNZ have responsibilities. We will consult together prior to the commencement of the Hire Period to ensure that each of our particular areas of responsibility have been covered, that there are no health and safety planning gaps and no inconsistencies between our health and safety plans and procedures.
- 7.2 ChristchurchNZ has health and safety procedures for the use of the Venue and emergency responses in general terms. ChristchurchNZ will provide you with details of these procedures prior to the commencement of your Event.

7.3 You must ensure that the person detailed as “Person Responsible for Health and Safety Announcement” in this agreement is present at the commencement of the Event and makes the Health and Safety announcement to all guests of the Event.

8 LIABILITY

8.1 You indemnify ChristchurchNZ (and ChristchurchNZ’s employees or agents) against all claims, demands, losses, damages, costs and expenses arising from your use or hire of the Venue or any breach of any of these terms or conditions.

8.2 ChristchurchNZ is not responsible for loss or damage to any of your property in or around the Venue.

8.3 ChristchurchNZ is not liable for any loss or expense that you incur if ChristchurchNZ is not able to make the Venue available to you as a result of fire, flood, earthquake, failure or other unavailability of any building services or other event beyond ChristchurchNZ’s reasonable control.

8.4 ChristchurchNZ shall not be liable to you, under contract or the law or tort or otherwise, for any indirect or consequential loss arising under or in connection with this Venue Hire Agreement. The extent of ChristchurchNZ’s liability to you under or in relation to this Venue Hire Agreement for any loss, damage, claim or expense (whether due to ChristchurchNZ’s negligence or otherwise) is limited to the Venue Hire Fee.

9 CANCELLATION OF EVENT

9.1 ChristchurchNZ reserves the right to cancel the Event on 14 days’ notice.

9.2 ChristchurchNZ may cancel your booking and this Venue Hire Agreement if ChristchurchNZ reasonably considers that the staging of the Event or the nature of the Event will, or might, contravene any statute, order, regulation, bylaw, rule of law or any other requirements of a public or local authority, or otherwise be in breach of these terms and conditions or reasonable standards of public decency. Where it becomes apparent that the nature of the Event does so contravene, and such contravention is not apparent from the description of the Event set out in this Venue Hire Agreement or otherwise as described by you, the cancellation shall be deemed to be a cancellation by you.

9.3 ChristchurchNZ may cancel the Event if it reasonably considers that the management or control of the Event is deficient or inadequate and/or the behaviour of the guests or attendees of the Event is such that could lead to danger or injury to any person or material damage to any property, including the Venue itself.

10 REFUSAL OF ADMISSION

10.1 Notwithstanding any other provision contained in these terms and conditions, ChristchurchNZ may refuse admission to any person or require any person attending the Event to leave the Venue at the sole discretion of any ChristchurchNZ staff member if that ChristchurchNZ staff member reasonably believes that any person:

10.1.1 is affected by drugs or alcohol; or

10.1.2 is behaving in an indecent or disorderly manner; or

10.1.3 annoys or is offensive to any other person at the Event (including any ChristchurchNZ staff member); or

10.1.4 wilfully damages or destroys any part of the Venue; or

10.1.5 is a risk to the safety of others, the safety of the Venue or any property within the Venue; or

10.1.6 fails or refuses to comply with any lawful request of any ChristchurchNZ staff member.

11 SPONSORSHIP

11.1.1 11.1 The GreenHouse logo is to be included on all collateral.

12 GENERAL

- 12.1 You must comply, at your own expense, with all applicable statutes, regulations, bylaws, consents, these terms and conditions and ChristchurchNZ's policies and procedures as they relate to the use, occupation, safety and security of the Venue.
- 12.2 You cannot transfer any of your rights or obligations under this Venue Hire Agreement.
- 12.3 These terms and conditions shall apply to you, your employees, agents, contractors, guests and invitees and you are responsible for ensuring compliance by such persons with these terms and conditions.
- 12.4 This agreement may be executed and exchanged in any number of counterparts (including copies, facsimile copies and scanned email copies) each of which is to be deemed to be an original, but all of which together are to constitute a binding and enforceable agreement between the parties