

TE PUNA O WAIWHETU
CHRISTCHURCH ART GALLERY

VENUE HIRE AGREEMENT

Hirer name: _____

On behalf of: _____ (Company/Organisation if applicable)

Postal address: _____

Telephone: _____ Mobile: _____

Fax: _____ Email: _____

Description of the Event: _____

Facilities

- Philip Carter Family Auditorium (Foyer breakout space included)
- The Foyer
- Under the stairs
- Galleries open for viewing during part of Event (extra charges apply)

Hire Period

Date: _____

Event Start and Finish Times: _____

Event Setup and packup Times: _____

Venue Hire Price

Total Venue Hire (including GST) \$ _____ Total Deposit Due (including GST) \$ _____

Agreement

The Hirer agrees to hire the facilities and services of the Christchurch Art Gallery Te Puna O Waiwhetu, and the Christchurch Art Gallery Te Puna O Waiwhetu agrees to hire the Venue to the Hirer for the Hire Period, on the attached Terms and Conditions:

Name of Hirer: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____
(On behalf of Christchurch Art Gallery Te Puna O Waiwhetu)

TERMS AND CONDITIONS OF HIRE

Please ensure the Gallery knows of all your requirements before your booking is confirmed.

1 DEFINITIONS

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

Hirer means the person named as Hirer in the Venue Hire Agreement and is referred to as you in these terms and conditions.

CAG means Christchurch Art Gallery Te Puna O Waiwhetu.

Venue means the venue and facilities of Christchurch Art Gallery Te Puna O Waiwhetu at the Corner of Worcester Boulevard and Montreal Street, Christchurch.

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

2 NATURE OF THE EVENT

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

2.2 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.

3 TERMS OF PAYMENT

3.1 You will pay CAG a deposit and the Venue Hire Price for the hire of the Venue. The deposit must be paid on the date of signing this Venue Hire Agreement. The balance of the Venue Hire Price must be paid one month after receipt of an invoice from CAG or prior to the Hire Period, whichever is the earlier, to confirm your booking.

3.2 If you do not pay the deposit and the balance of the Venue Hire Price in accordance with clause 3.1, CAG may cancel your booking and this Venue Hire Agreement.

4 ADDITIONAL CHARGES

4.1 In addition to the Venue Hire Price, you will be charged for:

4.1.1 any damage to the Venue during the Hire Period caused by you, or arising due to your lack of care or any other breach of these terms and conditions;

4.1.2 any theft of CAG.s property from the Venue during the Hire Period;

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

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

4.2 You will be invoiced for any additional charges incurred by you in accordance with clause 4.1, such charges to be payable immediately by you.

5 USE OF THE VENUE

- 5.1 You may only use the Venue in accordance with the description of the Event and/or Venue use provided by you to CAG.
- 5.2 You shall remove all goods and 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 CAG or other authorised user.
- 5.3 You shall ensure that all persons attending the Event have vacated the Venue at least thirty minutes prior to the end of the Hire Period and that you, your employees, agents or contractors have vacated the Venue by the end of the Hire Period.
- 5.4 The maximum number of people that can be admitted to your Event is _____. You must ensure that the number of people in the Venue does not exceed the maximum number. You will be liable for any fines or costs that CAG may incur if the maximum number is exceeded.
- 5.5 CAG shall ensure that it has one Visitor Services Liaison staff member and two Security staff members on duty for the duration of the Hire Period. If additional staff are required (due to the number of guests, duration, nature of the Event and/or the Exhibition Galleries being open for viewing) CAG may require additional staff to be present and you will be required to cover the cost of any such additional staff during the Hire Period. You must comply with all lawful and reasonable directions of CAG staff members at all times.
- 5.6 In respect of the Venue (except with the express permission of CAG to do otherwise), you must:
 - 5.6.1 protect all floors, walls and doors at all times, including for example, during the installation and removal of any equipment, displays or exhibits;
 - 5.6.2 take proper care of the Venue and ensure that no damage occurs;
 - 5.6.3 not drive nails, tacks, screws or pins into walls, furnishings, floors and ceilings;
 - 5.6.4 not write, decorate, attach posters or disfigure any wall or ceiling surfaces;
 - 5.6.5 not use any of the Venue's equipment, fixtures, fittings, heating or ventilation systems other than for their intended purpose;
 - 5.6.6 not deposit any substance in the toilets, sinks or drains that could cause blockage or damage;
 - 5.6.7 not use or allow to be used in the Venue any form of lighting with a naked flame (including candles or oil burners);
 - 5.6.8 not take photographs of any art work or other exhibit in the Venue;
 - 5.6.9 not store any equipment or material to be used in connection with the Event at the Venue;
 - 5.6.10 not sell or consume alcohol at or outside the Venue unless you have obtained an appropriate liquor licence. 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;
 - 5.6.11 not take food or drink into those parts of the Venue in which the consumption of food or drink is prohibited; and
 - 5.6.12 not smoke anywhere inside the Venue. Smoking is only permitted outside the Venue;
- 5.7 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 a CAG staff member of the damage in order that CAG can arrange for the damage to be repaired, such repair to be at your cost in accordance with clause 4 of this Venue Hire Agreement.

- 5.8 From time to time the Gallery will install works of art in the foyer that may or may not affect the layout of your function. The Gallery will inform you of proposed works of art as soon as they are confirmed.
- 5.8.1 At no time are works of art in the foyer space to be altered, adjusted or moved in any way during your function. You will be liable for all costs that may be incurred by the Gallery as a result of damage or interference,

6 HEALTH AND SAFETY

- 6.1 The health and safety of all people attending the Event is an area where both you and CAG 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.
- 6.2 CAG has health and safety procedures for the use of the Venue and emergency responses in general terms. CAG will provide you with details of these procedures prior to the commencement of your Event.

7 LIABILITY

- 7.1 You indemnify CAG (and CAG'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.
- 7.2 CAG is not responsible for loss or damage to any of your property in or around the Venue.
- 7.3 CAG is not liable for any loss or expense that you incur if CAG 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 CAG's reasonable control. If the Venue is unavailable to you for any of these reasons, CAG will refund any deposit held.
- 7.4 CAG 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 CAG's liability to you under or in relation to this Venue Hire Agreement for any loss, damage, claim or expense (whether due to CAG's negligence or otherwise) is limited to the Venue Hire Price.

8 CANCELLATION OF EVENT

- 8.1 If you cancel the Event within 14 days of the Hire Period, CAG will retain the Deposit.
- 8.2 CAG may cancel your booking and this Venue Hire Agreement if CAG 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 and clause 8.1 of this Venue Hire Agreement shall apply.
- 8.3 CAG 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.

9 REFUSAL OF ADMISSION

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

- 9.1.1 is affected by drugs or alcohol; or
- 9.1.2 is behaving in an indecent or disorderly manner; or
- 9.1.3 annoys or is offensive to any other person at the Event (including any CAG staff member); or
- 9.1.4 wilfully damages or destroys any part of the Venue; or
- 9.1.5 is a risk to the safety of others, the safety of the Venue or any property within the Venue; or
- 9.1.6 fails or refuses to comply with any lawful request of a CAG staff member.

10 GENERAL

- 10.1 You must comply, at your own expense, with all applicable statutes, regulations, bylaws, consents, these terms and conditions and CAG's policies and procedures as they relate to the use, occupation, safety and security of the Venue.
- 10.2 You cannot transfer any of your rights or obligations under this Venue Hire Agreement.
- 10.3 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.