



**Venue Hire Agreement
Wellington Convention Centre – Ticketed Event**

Hirer

Name: «Bill_to_Account_Name»

Address: «Bill_to_Contact_Address_Line_1»
«Bill_to_Contact_Address_Line_2»
«Bill_to_Contact_Address_Line_3»
«Bill_to_Contact_Address_Line_4»
«Bill_to_Contact_City»
«Bill_to_Contact_Postal_Code»
«Bill_to_Contact_First_Name»

Representative: «Bill_to_Contact_Last_Name»

Contact Details: Tel: «Direct_BillTo_Contact»

Fax: «Fax_BillTo_Contact» Mob: «Mobile_BillTo_Contact»

Email: «EMail_Billto_Contact»

Wellington City Council

Event Co-ordinator: «Event_Coordinator_1»

Contact Details: Tel: «Direct_Event_Coord_1» Fax: 04 801 4277

Email: «Email_Event_Coord_1»

Venue (including areas)

(refer also map of areas to be supplied by us)

Hire Period

Start: Time: «Event_Move_In_Time»
Date: «Event_Move_In_Date»

Finish: Time: «Event_Move_Out_Time»
Date: «Event_Move_Out_Date»

Event

«Event_Description» «Event_Id»

Venue Hire Price (estimate excluding GST)

Total Venue Hire (ex GST)	\$ _____	Deposit: Due //0	\$ _____
Plus GST	\$ _____	Plus GST	\$ _____
or % of Gross Ticket Sales (whichever is greater)		Deposit Total	\$ _____

Method of payment: Cheque [] Direct Debit [] Credit Card []

Public Liability Insurance

Please provide proof of your insurance when returning this contract, otherwise insurance will be arranged by WCC in accordance with clause 26 of the terms and conditions.

Special Conditions

Agreement

The hirer agrees to hire the Venue on the attached terms and conditions:

Signature for hirer

Signature for WCC

Print name and position

«Event_Coordinator_1»

Print name and position

Date Signed:

Date Signed:

PAYMENT ARRANGEMENTS SCHEDULE
(Ticketed Events)

1 VENUE HIRE PRICE

The Venue Hire Price (as shown in the attached Venue Hire Agreement) covers only the Venue hire. Services provided by WCC are included in the Services Price.

The Venue Hire Price is payable as follows:

- 25% of Minimum Venue Hire is payable upon confirmation of this contract. A Tax Invoice is attached.
- The Balance of Venue Hire and the full cost of all other services supplied by the Venue are to be settled from Ticket Sales Revenue through Ticketek, no later than 12.00pm, the next working day following the event.
- 14 days prior to the event, to the extent that Ticket Sales Revenue, net of all Ticketek charges, fails to cover 50% of the agreed Minimum Venue Hire and all estimated additional event costs, the total shortfall becomes payable within 48 hours.
- 7 days prior to the event, to the extent that Ticket Sales Revenue, net of all Ticketek charges, fails to cover the agreed Minimum Venue Hire and all estimated additional event costs, the total shortfall becomes payable within 48 hours.

All Venue hire deposits and progressive payments are non refundable and failure to honour payment obligations in full may result in cancellation of the booking.

2 SERVICES PRICE AND OTHER CHARGES

The Services Price covers costs of food and beverage, technical services, security, front of house, supply of equipment and other services to be supplied by WCC under the agreement.

The Services Price and all other amounts payable by you under the agreement are also to be settled from ticket sales revenues through the ticketing service supplier no later than 12:00 noon on the next Working Day following the completion of the Event.

3 PRE EVENT SALES LEVEL

If, within 5 Working Days of the Event, the ticket sales revenue, net of all ticketing service supplier charges, is less than the balance of the Venue Hire Price unpaid and the estimated Services Price, the amount of the then shortfall is payable by you within 48 hours, or WCC reserves to cancel the event.

4 FAILURE TO PAY

Note that under the attached terms and conditions failure to pay any amount on time may lead to cancellation of your booking and the Event.

5 CANCELLATION/ EVENT POSTPONEMENT

Your attention is drawn to the following provisions relating to cancellation/ Event Postponement

Should an event be cancelled/postponed within 10 working days of the scheduled event date, you will be liable for any Services costs already expended by WCC or not able to be cancelled.

Once this booking is confirmed, the following cancellation/postponement penalties will apply:

- in excess of 3 months from the event will incur a 25% on minimum hire fee penalty
- inside 3 months from event, the minimum venue hire fee will apply
- within 7 days of the event, the minimum venue hire fee will apply, plus recovery of direct, verified costs, which may include FOH costs, Technical surcharges and Food and beverage costs

These cancellation payments apply notwithstanding the Hirer being an approved Wellington City Council account holder.

TERMS AND CONDITIONS

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TERMS AND CONDITIONS

6 DEFINITIONS

Areas, Balance, Deposit, Event, Event Coordinator, Hire Period, Venue Hire Price, and Venue all have the meanings set out in the Venue Hire Agreement.

Duty Manager means the WCC Manager of the Venue on duty during the Hire Period.

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

Payment Arrangements Schedule means the Payments Arrangements Schedule attached to these terms and conditions.

Services means the services that WCC agrees to provide to you as determined under clause 11 and set out in the Contract Covering Letter (and where applicable as subsequently amended).

Contract Covering Letter means the WCC letter to you confirming the required Services and Venue Requirements as accepted by you in accordance with clause 11.

Services Price means the price for the Services to be provided to you by WCC as determined under clause 10.

Terms and Conditions means these terms and conditions.

Venue Hire Agreement means the agreement attached to these terms and conditions

Venue Requirements means the Venue set up requirements (in accordance with clause 19.2) as notified to WCC by you.

WCC means Wellington City Council.

Working Day means any day other than a Saturday, Sunday, or a public holiday applying in Wellington.

7 NATURE OF THE EVENT

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

7.2 You also warrant and agree that the Venue will not be used by you 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.

7.3 You also agree that the Venue will not be used by you for the public performance of any literary, dramatic musical or other work or entertainment in breach of any persons copyright.

8 PRICE, HIRE AND SERVICES

8.1 WCC will hire the Venue to you for the Hire Period.

8.2 You will pay us the Venue Hire Price for the hire of the Venue. The Deposit is payable within 10 Working Days of signing this agreement. The Balance of the

Venue Hire Price is payable as set out in the attached Payment Arrangements Schedule.

- 8.3 WCC will provide you with the Services.
- 8.4 You will pay WCC the Services Price for the provision of the Services by WCC. The Services Price is determined as set out in clause 11, and is payable as set out in the attached Payment Arrangements Schedule.
- 8.5 You must pay all invoices by the date(s) indicated.
- 8.6 If you do not pay the all amounts on time WCC may cancel your booking and this agreement.

9 ADDITIONAL CHARGES

- 9.1 In addition to the Venue Hire Price and the Services Price, you will be charged for:
 - (a) any damage to the Venue or theft of any of our property from 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. You may inspect the Venue with the Duty Manager prior to the Hire Period to take note of any existing damage
 - (b) any extra cleaning, rubbish removal, repair or reinstatement of the Venue that WCC reasonably considers is required after your Event
 - (c) any services, additional to the Services, provided by us that you require or use or which WCC considers are necessary for the safe and efficient conducting of the Event
 - (d) for each hour or part of an hour that you occupy the Venue or Areas after the end of the Hire Period (as set out in the Payment Arrangements Schedule)
 - (e) any costs, losses or expenses we incur due to any breach or non-observance by you, your employees, agents, contractors or invitees of these terms and conditions.
- 9.2 If you add or change any of the Venue Requirements during the 15 Working Days before the Hire Period starts you may be charged an additional amount to cover WCC's administrative costs in making this change. The administrative costs will be in addition to any hire charges and other costs that may apply as a result of your changes to the Venue Requirements.
- 9.3 **Vending of Merchandise.** Merchandise and program vending facilities are provided to the venue's customers by our agents Playbill NZ Ltd. Playbill will provide all staff, staff equipment and facilities required to undertake this process for you. A merchandise service fee of 15% of gross sales (GST inclusive) is to be paid to Playbill plus all associated staff costs supplied by Playbill. Your event coordinator will reserve this service for you.

10 OVERDUE AMOUNTS

- 10.1 WCC may charge interest calculated daily at a rate of 15% per annum on all overdue amounts from the due date until the date that we receive payment of those amounts.

- 10.2 WCC may recover from you all costs and expenses including debt collection fees and legal fees that we incur while trying to recover any overdue amount from you including administrative costs of either 10% of the overdue amount or \$300 which ever is less.

11 SERVICES AND CONTRACT COVERING LETTER

- 11.1 In addition to providing the Venue, WCC is able to provide a range of further services including:
- catering
 - security
 - equipment supply
 - set up
 - pack down.
- 11.2 WCC will discuss your requirements with you and identify the additional services you require.
- 11.3 WCC will provide you with a letter (the Contract Covering Letter) setting out the services you require, the scope of those services and WCC's estimated Services Price.
- 11.4 On receipt of written acceptance of this letter from you, those services become the Services to be provided by WCC under this agreement.
- 11.5 WCC will also discuss your venue requirements with you and include an outline of these requirements in the Contract Covering Letter. The outlined venue requirements will then be the venue requirements that both parties shall work within. You will need to provide the detail of the venue requirements to WCC under Clause 19.
- 11.6 You will need to agree any changes to the outlined venue requirements with WCC together with any amended costings. You should raise any material changes with WCC as early as possible.
- 11.7 The required Services (and the estimated Services Price) can be amended by agreement with WCC, to be documented in a replacement Contract Covering Letter or otherwise in writing.
- 11.8 The actual Services Price will be determined as set out in the Contract Covering Letter.

12 CREDIT

- 12.1 All clients must have approved credit with WCC. WCC may in its sole discretion agree to extend credit for the payment of all event costs. If applicable, an application form is attached to this contract.

13 CANCELLATION OF EVENT

- 13.1 If you cancel the Event, WCC will retain the Deposit and further monies as set out in the Payment Arrangements Schedule.

- 13.2 WCC may cancel your booking and this agreement if WCC 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 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 the Venue Hire Agreement or otherwise as described by you, the cancellation shall be deemed to be a cancellation by you and clauses 13.1 shall apply.
- 13.3 WCC 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.
- 13.4 WCC may also require any person(s) to leave the Venue during the Event if WCC reasonably considers that person or persons to be intoxicated or under the influence of drugs or otherwise be having in a manner which:
- 13.4.1 impedes or adversely affects the enjoyment of other people in the Venue or attending the Event or puts those other people at risk
 - 13.4.2 has caused any loss or damage or increases the risk of loss or damage to the Venue or any other property
 - 13.4.3 is causing a disturbance of the peace or a nuisance
 - 13.4.4 breaches any of these terms and conditions; or
 - 13.4.5 is likely to do any of these things.

14 RELOCATION

- 14.1 In the interests of maximising the economic benefits that large events and conventions bring to Wellington City, WCC reserves the right to relocate your Event to a suitable alternative location within the nominated facility or another venue outside of the nominated facility.

15 TICKET SALES

15.1 Where the Event is to be marketed to the public with tickets publicly available:

15.1.1 All tickets must be printed and sold through WCC's nominated ticketing service provider, Ticketek. Tickets will not go on sale until WCC has received this signed agreement, your signed and completed Contract Covering Letter and the Deposit

15.1.2 By signing this agreement you authorise the ticketing service provider to deduct any amount payable by you to WCC under this agreement from proceeds of ticket sales and to pay that amount directly to us

15.1.3 Any amounts owed to us by you that are not covered by the proceeds of ticket sales will be payable by you as set out in this agreement and the Payment Arrangements Schedule

15.1.4 WCC shall have up to 34 tickets for distribution to "Founder" Seat Holders as required by Funding Deed for performances in the Michael Fowler Centre. Any unclaimed seats under this clause will be released for sale 7 days prior to the event.

15.1.5 WCC shall have up to 16 tickets per performance for house seats for performances in the Wellington Town Hall and 22 in the Michael Fowler Centre. WCC reserves the right to utilise these tickets in whichever way it deems appropriate and may at its absolute discretion determine the locations of any seating.

15.2 All catering must be by WCC's nominated caterer.

16 TOWN HALL ORGAN

16.1 The use of the Town Hall Organ is not included in the normal Venue Hire Fee. You may only use this instrument with WCC's specific approval. You must submit the name of the organist when making your booking if you want to use this instrument.

17 REPRESENTATIVES

17.1 You must confirm the name and contact details of your representative in the Contract Covering Letter. Your representative must have the authority to direct all and any of your employees, agents, contractors or invitees, must be contactable by us at all times during the Hire Period and must be at the Venue during the Event and have authority to authorise Event related expenses.

17.2 The Duty Manager, or a person nominated by them, is our representative during the Hire Period.

18 SAFETY

18.1 Event and Venue safety is an area where both you and WCC 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 safety planning gaps and no inconsistencies between our safety plans and procedures.

18.2 WCC has safety procedures for the use of the Venue and emergency response in general terms. WCC will provide copies to you prior to the commencement of your

Event. You must ensure that your employees, agents, contractors and invitees comply with WCC's safety procedures during the Hire Period.

- 18.3 You must consider the risks to your employees, agents, contractors invitees and persons who may be in the vicinity of the Event arising in relation to the Event and your use of the Venue and the Areas and prepare a safety plan that demonstrates how these risks will be managed and how you will ensure that the Event and your use of the Venue and the Areas does not cause harm to any person.
- 18.4 You must provide a copy of your safety plan to WCC prior to the Hire Period. You must implement the plan, and whether included in the plan or not do all things necessary to ensure that the Event and your use of the Venue and the Areas does not cause harm to any person.
- 18.5 If the Duty Manager considers that there are any unsafe conditions or activities in the Venue or Area, they will inform your representative and ask them to ensure that necessary action is taken to promptly make the area safe.
- 18.6 If the Duty Manager considers that the action taken is not adequate they may, at your expense, remove people, vehicles or any other property from the Venue or Areas or refuse any person access to the Venue or Areas.
- 18.7 Any difficulties you have with WCC's safety procedures must be discussed with the Duty Manager and resolved before the start of the Hire Period. If any emergency occurs during the Hire Period, the emergency procedures take priority over all other arrangements.
- 18.8 WCC may, at your cost, require any person or group of people to leave the Event or we may terminate the Event if a situation arises that in the opinion of the Duty Manager:
 - (a) unreasonably impedes or adversely affects the enjoyment of other people at or around the Venue or Area or puts people at risk; or
 - (b) has caused loss or damage to the Venue or any property; or
 - (c) breaches any of these terms and conditions, any law or bylaw; or
 - (d) is likely to do any of these things.

19 VENUE SET-UP

- 19.1 Your indicative Venue Requirements will be provided to WCC's Event Coordinator as a preliminary to completion of the Contract Covering Letter. You must ensure that the Event Coordinator receives your detailed Venue Requirements confirming your detailed set up requirements for the Venue and the timetable for the Event at least 15 Working Days before the Event. [NOTE clause 9.2 relating to last minute changes.]
- 19.2 Your Venue Requirements must state:
 - (a) venue layout
 - (b) event programme/timetable detailing all meal/breaks requirements
 - (c) technical requirements
 - (d) food and beverage requirements

[NOTE: You may amend your catering numbers up to 5 Working Days prior to the Event, which then become the FINAL numbers. The FINAL numbers will determine the minimum catering charge should the actual numbers be lower than the FINAL number as advised.]

- (e) all other requirements as detailed in the Contract Covering Letter; and
- (f) all other final requirements as to the Services to be provided by WCC.

19.3 You must agree in advance with WCC's Event Coordinator:

- (a) the advance delivery of any equipment or supplies which must be clearly addressed and marked for the Event. Advance deliveries will only be received during normal working hours, within 2 Working Days of the commencement of the Event. Advance deliveries will only be received where suitable storage is available. Any advance deliveries will be received on the basis that WCC has no liability for loss or damage during storage (both before and after the Event).
- (b) the removal of equipment and supplies within 24 hours of the end of the Hire Period. Storage after the end of the Hire Period may be available subject to storage capacity requirements.

20 USE OF VENUE

20.1 You may only use the Venue and the areas to stage the Event and in accordance with any description of the Event and/or Venue use provided by you to WCC.

20.2 The maximum number of people that can be admitted to your Event, determined under WCC's Emergency Evacuation Plan for the Venue, will be advised to you by WCC's Event Coordinator. You must ensure that the number of people in the Venue does not exceed the maximum capacity. You will be liable for any fines or costs that WCC may incur if the maximum capacity is exceeded.

20.3 Other than where included in the Services to be provided by WCC, you are responsible for the organisation and cost of security for the Event.

20.4 The Venue is a strictly NO SMOKING Venue which you must strictly enforce at all times.

20.5 You must not allow:

20.5.1 games of chance, sweepstakes, lotteries or any form of betting or gambling at the Venue; or

20.5.2 any television or radio broadcasting or filming

without WCC's prior written consent.

21 CARE OF THE VENUE

21.1 In respect of the Venue and Areas, you must:

- (a) not drive nails, tacks, screws or pins into walls, furnishings floors and ceilings
- (b) not write, decorate, attach posters or disfigure any wall or ceiling surfaces

- (c) protect all floors, walls and doors at all time including during the packing in, installation and removal of all displays, exhibits and equipment, etc
 - (d) take proper care of the Venue and the Areas and ensure no damage occurs to either.
- 21.2 WCC will inspect the Venue the next Working Day after the Hire Period ends to assess any damage. You may arrange with the Duty Manager to be present during this inspection.

22 ELECTRICAL DEVICES

- 22.1 No electrical devices will be permitted into the Venue unless you provide to the Duty Manager written confirmation that a suitably qualified electrician has inspected the electrical device and has certified that the device complies with the Electrical Standard NZS 3760-2001. Any such certification must be dated within 12 months of the start of the Hire Period.
- 22.2 Any devices that are not certified in accordance with clause 22.1 must be tested at the Venue before they can be used at the Venue. You can obtain a quotation for the cost of this testing from WCC's production services department (Multi-Media Systems).
- 22.3 You will be liable for any costs or damages that arise out of the use of electrical devices that have not been inspected in accordance with these terms and conditions.

23 WCC COMMITMENT

23.1 WCC will:

- (a) ensure that the Venue is ready and set up in accordance with the Venue Requirements, no later than one hour before the start of the Hire Period or as set out in the Venue Requirements
- (b) for your protection, only accept changes to the items set out in the Contract Covering Letter or the Venue Requirements that are authorised by your representative
- (c) respond to any written requests for changes to the items set out in the Contract Covering Letter or the Venue Requirements within two Working Days of receiving them
- (d) liaise with you on an ongoing basis throughout the Event to ensure that the best possible outcome is achieved.

24 LIABILITY

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

24.2 You must have public liability insurance to the value of \$5m. You can:

- (a) obtain public liability insurance from a reputable insurer approved by WCC, in your name and WCC's name, for the sum specified in the Venue Hire Agreement; or
- (b) agree to the public liability insurance cover organised for you by us. This insurance cover will cost you \$40.00 plus GST for each event.

24.3 You must provide proof of insurance cover if WCC requests it.

24.4 WCC is not responsible for loss or damage to any of your property in or around the Venue or the Area, except where that loss or damage is caused by WCC's negligence.

24.5 WCC is not liable for any loss or expense that you incur if WCC 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 WCC's reasonable control. If the Venue is unavailable to you for any of these reasons, WCC will refund any prepayments held.

24.6 WCC 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 agreement. The extent of WCC's liability to you under or in relation to this agreement for any loss, damage, claim or expense (whether due to WCC negligence or otherwise) is limited to the Venue Hire Price.

25 GENERAL

25.1 You must comply, at your own expense, with all applicable statutes, regulations, by-laws payment and consents and WCC's policies and procedures as they relate to the use, occupation, safety and security of the Venue and the Areas.

- 25.2 You must obtain, at your own expense, all licences, resource consents or permits that may be required to hold your Event. You must provide WCC with copies of these documents if requested.
- 25.3 You cannot transfer any of your rights or obligations under this agreement.
- 25.4 You acknowledge that the hiring of the Venue by you is, in terms of the Consumer Guarantees Act 1993, a supply for business purposes and that the provisions of that Act do not apply.
- 25.5 Unless otherwise notified WCC reserves the right to video tape and/or photograph any Event for its own historical records and for publicity purposes.