

VENUE HIRE AGREEMENT

Henderson Gallery

This venue is available for exhibitions, performances, and other events such as poetry readings, book launches or larger meetings and exhibitions. It can accommodate 120 guests comfortably and is available evenings and during the day when the gallery is not in use for exhibitions.

Half day: 9am-1pm or 1pm-5pm	\$ 70
Full day: 9am-5pm	\$140
Evening: 6pm to 11pm	\$190
Weekly hire: 7 days	\$250
Monthly hire: 4 weeks	\$800

Heafey Gallery

This venue is available for small exhibitions, or events. It can accommodate 30 guests comfortably and can best be used in conjunction with either the Meeting Room or Henderson Gallery.

Half day: 9am-1pm or 1pm-5pm	\$ 60
Full day: 9am-5pm	\$120
Evening: 6pm to 11pm	\$160
Weekly hire: 7 days	\$130
Monthly hire: 4 weeks	\$500

The Museum Foyer

This venue is available for special evening events from 6pm to 11pm. It can be used with or without the Museum retail display area.

With Museum displays	\$ 180
Without Museum displays	\$250

The Museum (Bodkin Room)

The Museum may be available for special "museum-appropriate" exhibitions.
Run on Rate: \$15 per hour or part thereof, including GST.

\$POA

Central Stories Meeting Room

The Central Stories Meeting room is managed through Central Otago District Council. Information can be found on their website - www.codc.govt.nz/services/venues.

Special Terms and Conditions

The Special Terms and Conditions and the General Terms and Conditions as outlined on the following pages form part of this Venue Hire Agreement ("Agreement") with Alexandra District Museum Incorporated ("ADMI"). Please ensure you read and understand these terms and conditions before you proceed with a Gallery or Meeting Room Booking.

Hire Charges (GST inclusive). All bookings include a standard setup and will incur an administration and booking charge of \$20. No AV equipment is included. Changes of setup will be accommodated if time allows with not less than one day's notice. Changes may incur additional charges.

1 General Terms and Conditions

- a) ADMI agrees to allow the Hirer to use the Venue during the hire period and the hirer agrees to pay ADMI the Venue Hire Charges subject to the terms and conditions of this Agreement.
- b) The person who makes the booking (or the Hirer's representative as notified in writing to ADMI) is required to be present for the duration of the Event.
- c) All statutory rules, regulations and bylaws applying to the Venue and/or Event shall be strictly observed by the Hirer including but not limited to the Health and Safety at Work Act 2015, the Smoke-free Environments Act 1990 and the Sale and Supply of Liquor Act 2012.
- d) The Hirer must, at the Hirer's expense, obtain all licenses that may be required for the Event and the Hirer will, if requested, provide ADMI copies of these at least 7 days before the Hire Period commences and at any other time upon request by ADMI. ADMI has signed this Agreement as the operator of the Venue only.
- e) The Hirer must not allow any illegal activities to take place at the Venue during the Hire Period.
- f) Noise levels must be kept to an acceptable level at all times. Any complaints/action taken as a result of noise will be the responsibility of the Hirer.
- g) The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, accompanies all children under 10 years of age to the Venue or Event.
- h) During the Hire Period, the Hirer shall conduct and manage its use of the Venue in an orderly and lawful manner and shall remain responsible for the conduct of its employees, agents, invitees and ticket holders and shall ensure that none of them behave in any offensive or disorderly manner or in such a manner that is likely to cause annoyance to other members of the public, or damage the property of the Venue or ADMI.
- i) All persons signing or accepting this Agreement (whether as an individual, or director, or other authorised signatory of another legal entity) shall be bound personally to abide by all the terms and conditions contained in the Agreement and to fulfil the hirer's obligations under this Agreement as a principal.

2 Bookings:

- a) No booking for hire of the Venue is confirmed until both the Hirer and ADMI have signed this Agreement and the Hirer has paid a deposit of \$20. Enquires, provisional bookings and changes to bookings can be made by telephone to 03 448 6230 or by emailing enquiries@centralstories.com. Unless 2 weeks' notice of a booking has been received, ADMI will not be able to guarantee that venues will be available on the dates required by the Hirer.
- b) An unconfirmed booking will be held for a maximum of 7 days and may be released without notice. A booking is provisional until written confirmation has been received by ADMI.
- c) The Hirer must state the type of activity and Event to take place in the Special Terms and Conditions ("Special Conditions") and use the Venue for that purpose only. The Hirer warrants and agrees that the Event has been accurately described to ADMI as set out in the Special Conditions and that the Venue will not be used for any performance or activity that is of an objectionable nature, is in breach of reasonable standards of public decency or is likely to cause a nuisance.
- d) The Hirer must use only the Venue that has been booked and confirmed for use by the Hirer.

- e) The Hirer must adhere strictly to the confirmed Hire Period and shall ensure that all persons have vacated the Venue by the end of the Hire Period. In addition to the Hire Charges the Hirer will be charged for any Four or part thereof that the Hirer continues to occupy the Venue after the end of Hire Period whether or not it has obtained ADMI's consent, at the Run-On Rate set out in the Special Conditions. During the run on period the Hirer will otherwise continue to occupy the Venue on the terms of the Agreement.
- f) Changes to bookings will be accommodated by ADMI wherever possible. There may be additional charges and changes to the terms and conditions which the Hirer must agree to before the changes will be agreed to by ADMI. .

3 Payment

- a) The Hirer shall be liable for the payment of all amounts owing to ADMI pursuant to this Agreement, whether or not the Venue is supplied to the Hirer, or to some other person, firm or corporate body at the Hirer's request, and notwithstanding that the Hirer may have incurred all or any part of that indebtedness as agent for any other person, firm or corporate body.
- b) If payment is overdue for a period of 14 days or more, the outstanding amount will be a debt due to ADMI and may be referred for collection to a debt collection agency or other duly authorised agent of ADMI.
- c) Upon receipt of written confirmation of a booking ADMI will forward an invoice to the Hirer. Payment in full must be made within 7 days of the date of the invoice or the Venue may be released for hire by another entity.

4 Additional Charges

- a) Any damage to the Venue or any equipment supplied by ADMI, must immediately be reported to ADMI. ADMI may, in addition to the Hire Charges, invoice the Hirer for any damages, repair, replacement or additional charges resulting from the Hirer's use of the Venue and/or equipment.
- b) The Hirer will pay, upon demand, all of ADMI's reasonable expenses including but not limited to, debt collection fees and legal costs (on a solicitor/client basis) in relation to the collection of all overdue moneys and/or breach of this Agreement.

5 Cancellation

- a) ADMI may cancel bookings due to emergency situations and adverse weather conditions.
- b) ADMI shall be entitled to suspend or cancel all or any part of this Agreement, in addition to its other rights and remedies, pursuant to the following:
 - i if any cheque tendered to ADMI in payment of any indebtedness of the Hirer under this Agreement is dishonoured;
 - ii If the Hirer fails to meet any obligation under this Agreement;
 - iii if the Hirer ceases trading, is made bankrupt, wound up, dissolved, placed in receivership or liquidation, becomes insolvent or is unable to pay its debts in the ordinary course of business.
- c) Cancellations by the Hirer must be in writing. The following cancellation charges apply:
 - i 30 days prior to the Event deposit is payable;
 - ii Within 14 days prior to the Event, 50% of the Hire Charge is payable;
 - iii Less than 24 hours prior to the Event, 100% of the Hire Charge is payable.

6 Cleaning, rubbish and lock up

- (a) The Hirer is responsible for ensuring all rubbish is removed and the Venue is left clean at the end of the Hire Period. Additional charges may be incurred if rubbish is not removed after the Event.

7 Smoking

- (a) The Venue and the area in or around the Central Stories building are strictly "NO SMOKING" areas. The Hirer must strictly adhere to and enforce this policy and the requirements of the Smoke Free Environments Act 1990 (and any amendments) at all times. .

8 Alcohol

- (a) No alcohol is to be sold, supplied, or consumed at the Event without the prior consent of ADMI. Where that consent is granted, the Hirer must take responsibility for obtaining a special licence from the Central Otago District Council.

9 Health and Safety

- (a) The Hirer and ADMI will, at all times, comply with the Venue's health and safety policies, procedures and the requirements of the Health and Safety at Work Act 2015 (and any amendments).

10 Miscellaneous

- (a) No waiver, or any breach, or failure to enforce any provision of this Agreement by either party shall in any way effect, limit, or waive that party's right to enforce and compel strict compliance with the provisions of this Agreement.
- (b) The Agreement constitutes the entire agreement, understanding and arrangement between the parties.
- (c) The Hirer shall not be entitled to, directly or indirectly, assign, or otherwise dispose of any of its rights, interests in or its obligations or liabilities under, or in connection with or arising out of this Agreement, except with the prior written consent of ADMI.
- (d) Where ADMI collects personal information in relation to the Hirer, the Hirer authorises the:
 - i collection of the personal information;
 - ii use of such personal information for the purposes of enabling the Hirer to hire the Venue and ADMI to perform this Agreement;
 - iii disclosure of the personal information by ADMI to such third parties as is necessary for the purposes of enabling ADMI to administer and manage the hire of the Venue by the Hirer, and perform this Agreement, including but not limited to recovery of any monies owing by the Hirer under this Agreement.
- (e) Personal information will be held by ADMI in accordance with the provisions of the Privacy Act 1993.

HIRER:	
Name	Phone
Address	Email

HIRE DETAILS:	
Venue(s)	
Date and Time from:	
Date and time to:	
Description of events or activities	
Specific details of hire agreement	

Declaration

I have reads and understood the Terms and Conditions as outlined on the preceding pages and accept and agree to be bound by those terms.

Signed for on behalf of the Hirer:

Signed for on behalf of ADMI

Dated:
