TELEPHONE: 07 312 9659 EMAIL: tari@ngaituhoe.iwi.nz 12 Tūhoe Street, Tāneatua PO Box 56, Tāneatua 3163 www.ngaituhoe.iwi.nz



# TE URU TAUMATUA FACILITY HIRE TERMS AND CONDITIONS

Please note: Not all of the following points may apply to you and your event. If you have any queries please contact the Te Uru Taumatua Facilities Booking Administrator by phoning 07 312 9659.

### **CONFIRMATION**

Confirmation of a booking must be made by way of this signed contract by the client within 14 days of the original reservation, or selecting the tick box agreeing to the terms and conditions on line, otherwise Te Uru Taumatua representatives reserve the right to cancel the booking and allocate the venue to another client.

#### **DEPOSIT** 2

- To secure a booking with Te Uru Taumatua, a minimum deposit of 50% of the function cost is required at the time of confirmation.
- Payment may be made through the on line booking system by credit card, or through a manual transaction, which includes either a bank deposit or cash/EFTPOS transaction at the Te Uru Taumatua reception desk.
- Te Uru Taumatua reserves the right to vary the deposit amount.

#### 3 FINAL PAYMENT

- Final payment will be invoiced within three days of booking confirmation and must paid at least 1 one day prior to event
- Any extra charges incurred after confirmation date will be invoiced after the event, and are payable within seven business days of invoice date.

#### **CANCELLATION** 4

- Bookings may be cancelled up to ten business days prior to the event. A \$50 administration fee will be incurred.
- For cancellations 10 business days or less, prior to the event, the deposit will be non-refundable.
- All cancellations must be received, receipted and acknowledged by Te Uru Taumatua in writing by post or e-mail. 4.3

#### 5 **FINAL NUMBERS**

The numbers expected to attend the event must be advised when requesting the booking. Final confirmation must be advised no later than seven business days prior to the event. Minor variations in numbers can be accommodated up to three business days prior to the event. Acceptance of minor variations to confirmed numbers is at the discretion of Te Uru Taumatua

#### **VENUE HIRE** 6

It is agreed that the event will commence at the scheduled time, inclusive of the time to required by the client to setup the facility as set out in clause 10.2, and that the function room or outdoor venue allocated will be vacated at the nominated time, inclusive of the time required to complete cleaning and dismantling requirements set out in clause 11.3. Te Uru Taumatua reserves the right to apply a charge for each additional hour exceeding the agreed specified time.

#### 7 **FACILITIES**

- Tribal Chambers: Seats up to 350 people at round tables or 500 in theatre style seating. Resources available include chairs for up to 500 people, tables for up to 350 people, sound and AV system, PC, WiFi, white board, air-conditioning and
- 7.2 Amphitheatre: Can accommodate up to 3000 people. Resources available include outdoor lighting, sound system and
- Hui Room 1: Can seat up to eight people. Resources available include a large meeting room table, eight meeting room 7.3 chairs, white board, WiFi.
- Hui Room 2: Can seat up to eight people. Resources available include a small meeting room table, four meeting room 7.4 chairs, three lounger chairs that can seat four, white board, WiFi.
- Hui Room 3: Can seat up to seven people. Resources available include a meeting room table, seven meeting room 7.5 chairs, PC access, white board, video and phone conferencing. USB memory sticks, flash drives, pen drives, thumb drives, key drives or other data storage devices must not be used or bought on-site. All files must be emailed through to Te Uru Taumatua in advance of the event, or accessed through an on line drive.

# **8 FOOD AND BEVERAGE**

- 8.1 All catering must be arranged with and provided by the Te Uru Taumatua Cafe "Mou Mou Kai". No outside catering is permitted to be bought on site.
- 8.2 The client will not take food or drink into those parts of the facilities in which consumption of food or drink is prohibited.
- 8.3 Alcohol is not permitted anywhere within the Te Uru Taumatua facilities or grounds.
- 8.4 Catering and beverage costs are based on the confirmed number of attendees which must be provided seven business days prior to the event.
- 8.5 Minor variations in numbers can be accommodated up to three business days in advance of the event. Increased numbers will be charged to the client and added to the catering and beverage costs. Reduced attendance will be invoiced at the confirmed numbers as per clause 8.4. Acceptance of minor variations to confirmed numbers is at the discretion of Te Uru Taumatua.

### 9 VEHICLES AND CAR PARKING

- 9.1 All vehicles are to be parked within the designated parking areas provided.
- 9.2 Te Uru Taumatua takes no responsibility for any damage or loss to vehicles prior to, during, or after the Event.
- 9.3 Any event that has an anticipated guest attendance of 300 or more will require, and the client must ensure, compliance with the Te Uru Taumatua Traffic Management Plan, which is available from Te Uru Taumatua. Any variations to this plan at the request of the client or otherwise arising as a result of the anticipated guest attendance may result in additional costs which will be payable by the client

### 10 SETTING UP

- 10.1 Clients are requested to advise Te Uru Taumatua of their requirements for existing furniture and resources, as set out in clause 7, when booking. Te Uru Taumatua will setup the existing furniture and resources prior to the event.
- 10.2 All other setting up of the particular area is to be the responsibility of the client. All exhibitions, stage setups, furniture, materials, stands, decorations, figures and fittings and power requirements must be provided to Te Uru Taumatua representatives for approval at least fifteen business days prior to the event.
- 10.3 Nothing is to be nailed, screwed, stapled or adhered to any wall, door or other surface or part of the building without the prior approval of Te Uru Taumatua representatives. Suitable floor protection is to be used as required.
- 10.4 Te Uru Taumatua will take all necessary care of the client's property but will take no responsibility for damage to or loss of property or merchandise left in the buildings or outdoor venue prior to, during or after the event.

### 11 CLEANING AND RUBBISH REMOVAL

- 11.1 Te Uru Taumatua is responsible for removing existing furniture and resources from the facilities setup under clause 10.1.
- 11.2 Te Uru Taumatua is responsible for servicing, meaning the collection of general rubbish and cleaning, of all rooms, and toilets comprising the facilities each day. Servicing does not include items that are the responsibility of the client as set out in clause 11.3.
- 11.3 The client will be responsible for the removal all exhibitions, stage setups, furniture, materials, stands, decorations, figures and fittings setup by the client under clause 10.2 of this agreement. This includes removal of all large boxes, packing cases or any other rubbish resulting from the setting up or dismantling of the event.
- 11.4 Any goods left at the venue by the client after the event without prior arrangements will be deemed abandoned.

### 12 GENERAL

- 12.1 **Smoking:** Smoking is NOT permitted anywhere within Te Uru Taumatua facilities or grounds. Those wishing to smoke must leave the grounds.
- 12.2 Toilets: Toilet facilities are located within the building and are available for use by the client and guests.
- 12.3 Disabled Access: Te Uru Taumatua facilities are fully accessible by people who have disabilities.
- 12.4 **Use of Surrounding Grounds:** Hiring facilities does not include the right for the client to use the outside grounds around the facilities.

# 13 HEALTH AND SAFETY

- 13.1 All means of access to the facilities must be kept clear at all times to the satisfaction of Te Uru Taumatua representatives.
- 13.2 In the event of fire or natural disasters, all guests must follow the direction of Te Uru Taumatua representatives to evacuate the building and grounds if required.
- 13.4 All children are the responsibility of the client and must be supervised at all times.
- 13.5 First aid kits are available and can be provided by Te Uru Taumatua staff if required.

# 14 TE URU TAUMATUA DAMAGES/INSURANCE

- 14.1 The client is financially responsible for any damage, breakage, pilferage, extra cleaning or rubbish removal sustained to Te Uru Taumatua facilities or equipment by the client, the client's guests, invitees, outside contractors or other persons attending the function, whether in the room reserved or any area or part of Te Uru Taumatua, prior to, during or after the event.
- 14.2 The client must arrange their own personal liability insurance and security, as required.
- 14.3 The client should conduct their event in an orderly manner and in full compliance with all applicable laws.
- 14.4 The client is responsible for the conduct of all guests present and must ensure that all guests, employees, officers, contractors and invitees and any other associates of the client attending the event comply with these terms and conditions
- 14.5 The client shall not use or allow the facilities to be used for any purpose other than that for which they were designed and intended.
- 14.6 If Te Uru Taumatua has reason to believe that a function will affect the smooth running of the Te Uru Taumatua business, its security, or reputation, it reserves the right to cancel the event without liability at any time either before commencement of the event or during it.
- 14.8 Te Uru Taumatua reserves the right to exclude or remove any objectionable persons from the event or Te Uru Taumatua premises without liability at any time before or during it.

# 15 PRICING POLICY

- 15.1 Goods and Services Tax is included in the quoted rates, unless stated otherwise. GST is subject to alteration without notice.
- 15.2 Corporate Rates apply to business, private and non-charitable events where the clients guests are not being charged a ticket price for attendance.
- 15.3 Ticketed event rates apply to events where the clients guests are being charged a ticket price by the client for attendance at the event.
- 15.4 All rates quoted in clauses 15.2 and 15.3 apply for bookings between 8am to 5pm, Monday to Friday (excluding statutory holidays). Bookings outside of these hours will be priced separately by Te Uru Taumatua and provided to the client prior to booking confirmation.
- 15.5 All rates quoted in clauses 15.2 and 15.3 for the amphitheatre and tribal chamber include up to 500 guests. Larger events will be priced separately by Te Uru Taumatua and provided to the client prior to booking confirmation.
- 15.6 Every endeavour will be made to maintain prices as quoted however prices are based on current costs and may be subject to change at any time.

Corporate Rates	Amphitheatre	Tribal Chamber	Amphitheatre and Tribal Chamber	Hui Room 1	Hui Room 2	Hui Room 3
1 Hour Rate	250	180	400	40	40	40
Half Day (2-4 hours)	300	350	600	60	60	60
Full Day (4-8 hours)	450	550	900	80	80	80

Ticketed Event Rates	Amphitheatre	Tribal Chamber	Amphitheatre and Tribal Chamber	Hui Room 1	Hui Room 2	Hui Room 3
1 Hour Rate	350	250	550	60	60	60
Half Day (2-4 hours)	450	500	850	90	90	90
Full Day (4-8 hours)	650	800	1300	120	120	120

### 16 AGENCY

16.1 Where the organiser is not the client, the organiser warrants that it has the authority to enter into this agreement on behalf of the client.

## 17 ASSIGNMENT

17.1 The client may not assign its rights under this agreement without the written consent of Te Uru Taumatua.

### 18 DISPUTE AND APPLICABLE LAW

18.1 This agreement is made in New Zealand and its construction, validity and performance is determined under New Zealand law.

# 19 ENTIRE AGREEMENT

19.1 The terms and conditions set out in this agreement contain the entire agreement as concluded between the parties.

### **20 FORCE MAJEURE**

20.1 Where matters beyond the reasonable control of Te Uru Taumatua, including as a result of acts of god, labour difficulty or action by any competent regulatory authority, impairs or prevents Te Uru Taumatua being able to perform its obligations under this agreement, the Client releases Te Uru Taumatua from any liability or loss incidental or consequential to such matters.

# 21 COMPLIANCE WITH STATUTES AND REGULATIONS

21.1 The client shall observe all relevant statues, rules and regulations, notices and orders, ordinances and by-laws relating to their activity, including, but not limited to, ensuring that all Health and Safety policies and procedures are adhered to.