

**TERMS AND CONDITIONS OF HIRE/USAGE  
CHRISTCHURCH BOYS' HIGH SCHOOL FACILITIES**

**BOOKING**

1. Christchurch Boys' High School ("CBHS" or "we") will decide whether to accept the booking of the organisation or group named in this agreement (the "Hirer" or "you") at our absolute discretion. All users, their function and purpose of hire must align with the values and strategic direction of Christchurch Boys' High School. This will be determined by the Headmaster or his delegated representative.

**PRICE AND PAYMENT**

2. The Hirer must pay:
  - a. The deposit of 50%, seven days after the signing of this agreement unless agreed in advance with the Operations Manager; and
  - b. The balance of the total venue hire costs within 7 days after the date the Hirer uses the Facilities, unless otherwise agreed.
3. We may charge interest on all overdue invoices at a rate of 5% per annum above CBHS's overdraft rate, calculated from the due date to the date of payment.
4. GST is payable by the Hirer in addition to the total venue hire costs.
5. If this agreement covers regular bookings of the CBHS facilities hired by the Hirer (the "Facilities") covering a period of more than one calendar year, CBHS may review the venue charges annually on the anniversary of this agreement. CBHS will notify you if it decides to change the venue charges. The updated venue charges will apply from the relevant anniversary date.

**ADDITIONAL CHARGES**

6. The Hirer must pay the following charges, in addition to the total venue hire costs:
  - a. A cleaning fee of \$50.00 per hour if CBHS reasonably considers the Facilities have been left in an unsatisfactory state at the end of the hire period;
  - b. All associated costs if the fire alarm is activated while the Hirer is using the Facilities;
  - c. Should the fire alarm be maliciously activated and create a false alarm call from the Fire Service, the Client will incur a minimum charge of \$1,000.00 plus GST.
  - d. All repair or replacement costs relating to any damage to the Facilities or any other property owned by CBHS resulting from your lack of care or other breach of this agreement. You must immediately notify the CBHS Operations Manager or Event Liaison of any damage.
  - e. All costs to replace any property owned by CBHS stolen during the hire period.
7. The Hirer must pay all additional charges incurred by you under clause 6 immediately following receipt of notification by us of those amounts.

**USE OF THE FACILITIES**

8. You may only use the Facilities for the purposes for which they are hired.

9. Prior to the event, the Hirer must:
  - a. Inspect the Facilities;
  - b. Meet with our appointed Event Liaison person for the event;
  - c. Ensure you are familiar with the layout of the Facilities;
  - d. Clarify your responsibilities;
  - e. Familiarise yourself with and ensure you understand the Fire Safety & Evacuation Policy.
10. A person assigned by CBHS (Event Liaison) will open and lock up the venue at the prior arranged time, unless a key and alarm code has been assigned to you. Security of the buildings and equipment during the hire period is your responsibility. If the Hirer wishes to engage additional security staff this will be at their own cost.
11. The Hirer must ensure that cars are parked in the appropriate marked car spaces or parked on the street. Parking is not allowed on the grass at any time. If there are a large number of vehicles in the car park, you should check on these vehicles frequently for security reasons. CBHS accepts no responsibility for any loss or damage to vehicles parked on the property.
12. The Hirer may only use the rooms that have been booked. You must ensure that rooms that have not been booked are not entered and doors that are locked remain so.
13. The sound and audio/visual systems must only be operated by CBHS Technical sound/visual desk operators unless prior alternate arrangements have been agreed. You may plug in your device to our data projector provided arrangements have been made with CBHS beforehand.
14. When using the Facilities, the Hirer must:
  - a. Ensure all users of the Facilities do not generate excessive noise and show respect to our community. CBHS have residential neighbours with whom we try to maintain good relations and so adherence to this requirement is appreciated.
  - b. Ensure the users of the Facilities do not smoke or consume drugs, tobacco or electronic cigarettes anywhere on CBHS premises.
  - c. Adhere to the following minimum staffing ratios:
    - i. 10-300 persons: 2 attendants plus fire warden;
    - ii. 301-500 persons: 3 attendants plus fire warden;
    - iii. 501-1000 persons: 4 attendants plus fire warden,
    - iv. 1000-1300 persons, 5 attendants plus fire warden.
  - d. Not use adhesive material on the walls for posters or decorations.
  - e. Not remove or use items found in cupboards or under the stage.
  - f. Obtain CBHS prior consent to:
    - i. Use the piano, or any other musical instrument owned by CBHS;
    - ii. Install additional power or lighting;
    - iii. Make any alterations to the fittings or structures, including driving nails, screws, bolts, or drawing pins into the floor, walls or any part of the buildings.
  - g. Comply with all laws, regulations and bylaws applying to the use, occupation, safety and security of the Facilities.
15. Functions must cease by 10.30pm and all users must have vacated the CBHS premises by 11pm, unless agreed by prior arrangement. This is a requirement of our resource consent.
16. When the Hirer has finished with the Facilities, the Hirer must:
  - a. Ensure that all seating and any other equipment and furniture that have been moved or used is returned to the normal seating arrangement and original position;
  - b. Ensure the venue is left in a clean and tidy state;
  - c. Remove all of the Hirer's property and rubbish off-site. The Hirer may collect any property found after an event from the CBHS office;
  - d. Check that all windows and doors have been secured.

## **REFUSAL OF ADMISSION**

17. CBHS may refuse admission to any person or require any person using the Facilities to leave at the request of any representative of CBHS if they reasonably believe that person:
  - a. Is affected by alcohol or drugs; or
  - b. Is using tobacco or electronic cigarettes; or
  - c. Is behaving in a disorderly or offensive manner; or
  - d. Has intentionally damaged any property owned by CBHS; or
  - e. Does not comply with any lawful request made by a representative of CBHS.

## **CANCELLATION OF THE BOOKING**

18. CBHS may retain the deposit if you cancel your booking within 14 days of the hire date.
19. CBHS may cancel your booking if we reasonably consider that:
  - a. Your event may breach any laws, regulations, bylaws, health and safety requirements or the terms of this agreement; or
  - b. Your event may give rise to any objectionable use or activity; or
  - c. The behaviour of the users of the Facilities could lead to danger of injury to or death of any person or material damage to any property (including the Facilities); or
  - d. The management or control of your event is inadequate.
20. If CBHS cancels your booking under clause 19 and we reasonably consider it that the failure on your part to comply with your obligations is a factor in the reason for cancellation we may forfeit up to 20% of the deposit for breach, it being agreed that such forfeiture represents a reasonable assessment of the damages CBHS would suffer as a result of such cancellation.

## **HEALTH AND SAFETY**

21. The Hirer is responsible for the conduct of those people using the Facilities and must adhere to our requirements to ensure compliance with health and safety laws. These requirements include:
  - a. Compliance with our Fire Safety & Evacuation Policy including briefing the users of our Facilities about the evacuation procedures referred to in that Policy.
  - b. Supervising children at all times; and
  - c. Taking all safety precautions to prevent injury to persons and damage to property.
  - d. CBHS is a smoke free environment and the Hirer will be liable for any fine imposed for breaking these conditions.

## **LIABILITY**

22. The Hirer indemnifies CBHS against all claims, demands, losses, damages, costs and expenses arising from your use of the Facilities or any breach of this agreement.
23. CBHS is not liable to you for:
  - a. Loss or damage to any of your property or the property of the users of the Facilities on CBHS premises.
  - b. Loss or expense that you incur if we cannot make the Facilities available to you as a result of an event beyond our reasonable control. We will refund the deposit paid if we cannot make the Facilities available to you under this clause.
  - c. Any indirect or consequential loss suffered by you as a result of the operation of this agreement.

24. Despite clause 22, if CBHS is liable to you for any reason, our liability is limited for all purposes to the Total Venue Hire Cost.

## **CATERING**

25. If there is a requirement for external food catering, the hirer must use a CBHS preferred supplier. Where alcohol is a component of the event, it is the hirer's responsibility to ensure the appropriate licence is obtained and that all the terms and conditions of that license, including without limitation any requirement for the supervision and control by a person qualified under a manager's license, are strictly adhered to and complied with.

## **GENERAL**

26. These terms and conditions apply to you, your employees, agents, contractors, guests and invitees. You must ensure they comply with these terms.
27. You cannot assign your rights and obligations under this agreement to a third party.
28. If you hire the Facilities for business purposes, you acknowledge that the provisions of the Consumer Guarantees Act 1993 are excluded and do not apply.