

# East City Community Trust

## Terms and Conditions V4.1- 2022

### 1. Interpretation

- 1.1. In these conditions, unless otherwise specified
- 1.2. "ECCT" means The East City Community Trust Board".
- 1.3. "Stadium" means the facilities and grounds located at Kohimarama Road, Auckland.
- 1.4. "Authorised representative" means any person having the authority to act on behalf of a person or organisation.
- 1.5. "Booking Form" means the completed and signed form for hire that refers to these conditions for hire.
- 1.6. "Booking Confirmation" means any form of written confirmation sent to the hirer by ECCT such as an invoice, written correspondence etc. stating the date and equipment hire of a booking that refers to these conditions for hire. Any additional terms and conditions or provisions outside of the terms and conditions may be specified within the booking confirmation.
- 1.7. "Casual booking" means any booking using any part of the facility for a period of 2 hours or less on a one-off, or infrequent basis, and/or short period of time with minimal setup requirements.
- 1.8. "Clubs" mean any group running a regular weekly booking in a school term or calendar year
- 1.9. "CPI" means the Consumer Price Index as calculated by the department of statistics and released to the public.
- 1.10. "Deposit" means the sum payable in accordance with clause 6.
- 1.11. "Facilities" means all or part of the parts of the Stadium and its grounds hired to the hirer and any fixtures, fittings equipment and services specified in the booking confirmation
- 1.12. "Hirer" means the person, company, association or other entity or user referred to on the Booking Form as being the hirer, including where the context requires the members, invitees, contractors and employees of the hirer and all persons under the hirer's direction or control
- 1.13. "Hiring Charge" means the sum payable in accordance with clause 6 and includes the deposit, but subject to adjustment based on clause 6
- 1.14. "Hiring period" means the period or periods specified in the booking confirmation including any pack-in or pack-out time.
- 1.15. "Hiring Purpose" means the purpose specified on the Booking Form
- 1.16. "Hire Area" means those areas within the Stadium or any adjoining or adjacent land to the Stadium used by the hirer as detailed in the site plan.
- 1.17. "Hire Fee" means the payment specified in the booking confirmation detailing facilities and services to be provided by ECCT. All additions and changes to the hire fee must be detailed in writing.
- 1.18. "Force Majeure" Means any event or circumstance beyond the reasonable control of the party claiming the existence of such event resulting in that party not being able to exercise their activity.
- 1.19. "Legal Obligation" refer to any laws, acts, local body bylaws, codes or rules to any legislation or statutory requirements.
- 1.20. "Losses" means without limitation any damage, loss, claim, cost, liability or expense of whatever means incurred by a party by the ECCT
- 1.21. "Major Event" means any event which the Council declares to be a major event in accordance with Section 7 of the Major Events Act 2007.
- 1.22. "Merchandise" means any goods including programmes to be bought and sold at the venue during the event that may be subject to a service fee percentage as provided by the ECCT
- 1.23. "Missed Payment" refers to any previously schedule payment as stated in clause 7 not made by the assigned date.
- 1.24. "Reservations Policy" refers to the bookings and reservations of events which may be updated from time to time and includes the bump policy
- 1.25. "Pack-In" refers to any time included within the hire period of the event that the hirer delivers, loads, installs or sets up any material or infrastructure needed for the event.
- 1.26. "Pack-out" refers to that part of time included within the hire period after the event has finished where the hirer must remove all infrastructure from the Stadium
- 1.27. "Private Event" means an event or activity that is not open to the general public
- 1.28. "Public Event" means an event or activity that is open to the public whether by entry with or without a ticket.

- 1.29. "Services" relates to any requirement by or to the hirer for the provision of any materials or services by the Stadium which includes but is not limited to the supply of equipment, catering, technical support, parking, cleaning, supply of personnel and any other services provided.
  - 1.30. "Stadium Representative" means any staff member, employee or contractor authorised to act on behalf of the ECCT
  - 1.31. A reference to a person includes an organisation, club, partnership or body regardless of their status.
  - 1.32. All references to monetary values are made in reference to NZ Dollars
  - 1.33. "Site Plan" refers to a plan attached to the event run sheet that shows a map of the Stadium detailing the area for hire as well as common areas.
2. Agreement for Hire
    - 2.1. Subject to the payment of the hire fee by the hirer to ECCT as specified in the booking confirmation, ECCT will hire the facilities to the hirer for the hiring purposes during the hire period on the terms and conditions set out in this agreement.
    - 2.2. These terms and conditions together with the Booking Form and/or the booking confirmation constitute the entire agreement of the parties.
    - 2.3. ECCT reserves the right to refuse to hire any part or all of the Stadium without stating any reason for refusal
    - 2.4. ECCT reserves the right to cancel any booking at any time in accordance with the ECCT reservations policy including the bump policy.
  3. Hire Period
    - 3.1. This agreement may refer to more than one event, where the hire period refers to more than one event, this agreement will operate for every event provided that ECCT may update or change the pricing in line with its policies.
    - 3.2. Any person, entity, organisation or contractor engaged by the hirer must operate within the hire period.
      - 3.2.1. ECCT may, at its discretion, charge an additional fee if the hirer's contractors require access before the Pack-in time or after the Pack-out time.
      - 3.2.2. ECCT may, at its discretion, charge the hirer a late exit fee of 10% of the full booking invoice/s if the hirer, their guests, vendors, or any other hirer affiliated individual/s leaves the facility after the hire period.
    - 3.3. Without limiting clause 3.1 deliveries before or after the hire period must be approved by the ECCT
    - 3.4. The term of this agreement runs from the date booking confirmation is sent by ECCT to the hirer until the earlier of the:
      - 3.4.1. End of the hire period; or
      - 3.4.2. Date the agreement is cancelled in accordance with all provisions contained within.
    - 3.5. The hirer may only use or access the hire area during the period specified within the hire period or unless otherwise agreed by ECCT.
  4. Hiring Purpose
    - 4.1. The hirer will not use or permit any other person, organisation or user there for the hirer's event to use the whole or any part of the hire area for any other use other than for the agreed use.
    - 4.2. The hirer will pay any additional charges as determined by ECCT if any part of the venue or ECCT equipment other than what is specified in the booking confirmation is used by the hirer or for anything other than the agreed use.
    - 4.3. The hirer will cooperate with other occupiers, hirers or other users of the Stadium and will take all reasonable steps to avoid disruption or inconvenience to them without limiting any health and safety obligations.
    - 4.4. The hirer must ensure that the number of people in the Stadium does not exceed the maximum capacity of the Stadium. The hirer must take steps to ensure that they can accurately assess the capacity of the stadium and will be responsible for any fines, costs or expenses that are incurred by the ECCT if the capacity is exceeded
  5. Preferred Supplier Agreement
    - 5.1. The ECCT reserves the right to appoint preferred suppliers in relation to the needs and services of the Stadium. If the hirer does not use the ECCT's preferred supplier, the ECCT reserves the right to appoint its preferred supplier to oversee any activities undertaken by the hirer to ensure that these meet the requirements of the ECCT. Any costs incurred by the ECCT in providing a preferred supplier shall be met by the hirer. The ECCT will notify the hirer of any preferred suppliers during the enquiry stage without limiting clause 5.2

- 5.2. Further to clause 5.1 the ECCT reserves the right to appoint at any stage security, additional security or the assistance of the New Zealand Police for the hire where any unexpected or identified risks are perceived by the ECCT to require supervision or measures to eliminate or prevent such risks or hazards. The cost of any security shall be met by the hirer.
  - 5.3. The ECCT has tenants that use areas of the Stadium that are available for hire, such as the Fitness gym and the commercial kitchen. The ECCT tenants may depending on the purpose of hire, appoint a representative to oversee use of these areas. Any costs involved will be met by the hirer.
6. Hiring, Service and Bond Charges
- 6.1. The hirer must pay ECCT all fees set out in the booking confirmation by the means specified, and on the dates payable. All payments including the deposit must be made in full. All amounts are subject to change where permitted by these terms and conditions. The hirer must pay any extra costs or expenses incurred by ECCT specifically relating to the hirer's event or events.
  - 6.2. The hire fee specified in the booking confirmation as specified in clause 2, 3 and 4 does not include any additional facilities or services that become necessary as deemed by ECCT or the hirer during the ongoing planning of the event/s.
  - 6.3. Service or equipment costs specified in the booking confirmation are indicative at the time of enquiry and based on the information available at the time. If these costs are exceeded the hirer is required to pay the amount of excess to the ECCT.
  - 6.4. The hirer must also pay any further service charges as determined by the ECCT for costs that arise as a result of the event, such as but not limited to parking, cleaning or traffic management.
  - 6.5. If the hire fee is described as fixed in the booking confirmation subject to clause 3 and 4 of this agreement, the amount is the hire charge payable.
  - 6.6. If the hire fee is an estimate, the amount shown is the minimum hiring charge and may be subject to change as the ECCT's discretion dependant on any changes to clause 3 and 4 or the provision of services and equipment.
  - 6.7. The hiring charge may be set out differently or calculated other than as provided for in clause 6.4 and 6.5.
  - 6.8. The hire fee specified in the booking confirmation applies to the events occurring under this agreement. If the events occur over an annual threshold or one year, the ECCT reserves the right to make changes to the rates of hire, services or equipment as part of the normal business planning process or on the anniversary of the first event.
  - 6.9. The deposit stipulated in the booking confirmation is non-refundable and is to be paid as per 6.11 and clause 7. The deposit will be applied towards the hiring charge except in the case of any cancellation whereby clause 8 will apply.
  - 6.10. ECCT may require a bond to be paid as set out in the booking confirmation, or as becomes necessary during the planning process.
    - 6.10.1. The bond will be applied towards the hire fee or fees in relation to services and equipment.
    - 6.10.2. If the bond is less than any excess fees, the hirer will pay the difference, if the bond is more than any excess fee then ECCT will refund it or part thereof within 20 business days of the pack-out date.
    - 6.10.3. The payment of the bond does not limit the liability of the hirer in any way.
  - 6.11. Payment options
    - 6.11.1. All fees may be payable by the means specified in this agreement:
      - 6.11.1.1. Cheque – provided that the payment is made 10 business days in advance of the specified date in the booking confirmation.
      - 6.11.1.2. Direct Credit – provided the payment quotes the booking reference or invoice number
      - 6.11.1.3. Credit card or eftpos – provided that ECCT may add on the additional credit card surcharge to the hirer.
    - 6.11.2. If the hirer does not pay in accordance with clause 6.1 the hirer may be deemed to have cancelled the hiring under clause 8 and 9 of this agreement. ECCT will not be liable for any loss arising from such cancellation.
    - 6.11.3. ECCT reserves the right to apply a default interest of 2.5% on the full amount outstanding to the hirer per calendar month.
  - 6.12. The hirer will pay any debt collection costs, legal costs to ECCT for enforcement of its rights under this agreement.
  - 6.13. Equipment and or goods stored at the venue outside of the hire period may incur a storage fee.
    - 6.13.1. If after one calendar month from the pack-out of the event or activity any property of plant left by the hirer remains and storage fees are not agreed to, the ECCT reserves the right to dispose of or sell any such

property or plant and any monies from the sale may be used to defray any monies or balance owing to the ECCT.

- 6.14. A service fee may be imposed subject to clause 11.7
- 6.15. The ECCT has exclusive rights to commercial cleaning and waste management of the Stadium. Depending on the size of the event or the activity the hirer will be on-charged any cleaning of the Stadium as specified in the booking confirmation.
- 6.16. Notwithstanding clause 6.15 if the ECCT believes any activity or event subject to clause 6.15 or not requires additional or extraordinary cleaning, these costs will be on-charged to the hirer.

## 7. Payment Schedule

- 7.1. Payments for bookings shall, unless stated otherwise in the booking confirmation, be as follows:
  - 7.1.1. For Events:
    - 7.1.1.1. In order to secure the booking, a 25% deposit of the hire fee is required within 7 days of receiving booking confirmation to secure the booking,
    - 7.1.1.2. **60 days before** the event date, an additional 25% of the invoice must be paid
    - 7.1.1.3. 21 days before the event date, full payment is required
  - 7.1.2. Clubs – Payment will be made in advance of the following month's bookings
  - 7.1.3. Casual booking - full payment is required in the earliest option of either:
    - 7.1.3.1. **Within 10 days of receiving booking confirmation to secure** the booking, or
    - 7.1.3.2. Prior to access to the hire area being given to the hirer.

## 8. Cancellation

- 8.1. Once a booking is confirmed or if the payment schedule timeframe is sooner and the event is subsequently cancelled by the hirer, the following charges apply
  - 8.1.1. Where the hirer gives more than 3 months' notice of cancellation, the hirer will get a full refund, less any administrative costs ECCT may incur (minimum 5% of the total invoice).
  - 8.1.2. Where the hirer gives less than 3 months' notice of cancellation, the hirer will forfeit 25% of their deposit.
  - 8.1.3. Where the hirer gives less than 2 months' notice of cancellation, the hirer will forfeit the entire deposit.
  - 8.1.4. Where the hirer gives less than 21 days' notice of cancellation, the hirer will be liable to pay the full hire fee.
  - 8.1.5. Where the hirer gives less than 3 days' notice of cancellation. The hirer will be liable to pay the full hire fee and estimated service charges including but not limited to the provision of staffing and any consumables or materials relating specifically to the event.
- 8.2. Any cancellation of the hiring by the hirer shall be affected by the hirer giving ECCT notice in writing of cancellation to the administrator, or stadium representative liaising with the client.

## 9. Termination

- 9.1. ECCT may immediately terminate this agreement in part or whole without notice to the hirer.
- 9.2. In addition to clause 9.1 and 9.3 the hirer acknowledges that the Stadium is an Emergency Welfare Centre for Civil Defence purposes and in the event a Civil Defence emergency occurs, the venue in whole or part may be required for use without notice at any time prior to or during the event. The hirer accepts that in the event of a Civil Defence emergency they will vacate the venue immediately unless otherwise instructed to do so by ECCT without any compensation.
- 9.3. In addition to its rights under clause 9.1 ECCT may cancel the hiring if in ECCT's opinion:
  - 9.3.1. The facility will be unfit for use during the hire period; or
  - 9.3.2. The facilities may be damaged by use for the hiring purpose: or
  - 9.3.3. The facilities may be damaged as a result of forecast or actual weather conditions that would result in serious damage or contribute a hazard; or
  - 9.3.4. The facilities may be damaged as a result of Force Majeure; or
  - 9.3.5. The facilities become inaccessible for the required date and use due to Civil Defence or New Zealand pandemic restrictions; or
  - 9.3.6. The hirer has failed to comply with these conditions or cannot remedy a breach of these conditions within a reasonable time as determined by the ECCT at its sole discretion: or
  - 9.3.7. If the hire of the venue proceeds, the ECCT may be in breach of any legal duty or obligation, whether actual or potential, directly or indirectly arising from the undertaking of the hiring purpose; or
  - 9.3.8. Under clause 6.11.2

- 9.3.9. The hirer enters into any arrangement or assignment with its creditors or becomes unable to pay debts as they fall due or if an order of bankruptcy is declared or as a hiring company applies, is required to or is resolved liquidation; or
- 9.3.10. The ECCT reserves the right at its discretion to either terminate the event or use reasonable endeavours to move the event to an alternative date or location should the Stadium be required for a Major Event. Where clause 8.3.8 applies, the ECCT is not liable to pay for any loss, compensation or otherwise, but any payments made by the hirer will be:
  - 9.3.10.1. Applied towards the cost of the event on an alternative date; or
  - 9.3.10.2. Refunded to the hirer if the event is cancelled.
- 9.4. The ECCT will not be liable in any circumstances for any loss, damages, claims or costs directly or indirectly arising out of cancellations or terminations under this agreement.
- 9.5. Where the ECCT invokes clause 8 of this agreement, the ECCT will refund any deposit after any costs associated with the termination of this agreement have been offset.
- 9.6. Termination of this agreement does not waive any liability of the hirer to pay any fees under this agreement.

## 10. Hirer's Obligations

- 10.1. The hirer will:
  - 10.1.1. Ensure that the use of the venue and those persons for who the hirer is responsible comply with the terms and conditions of this agreement; and
  - 10.1.2. Ensure that only persons subject to the responsibility and control of the hirer are given access to the hire area.
  - 10.1.3. Obtain all and any necessary permits relating to the purpose of the event; and
  - 10.1.4. Comply with all requests of the ECCT and any emergency services; and
  - 10.1.5. Pay any further charges as determined by the ECCT if:
    - 10.1.5.1. Any part of the Stadium other than specified in the hire area are used by the hirer.
    - 10.1.5.2. The facilities are used outside of the hire period.
  - 10.1.6. Where the hirer is not hiring the whole venue, leave any shared facilities such as changing rooms or toilets and showers in a reasonably clean and tidy condition.
  - 10.1.7. Ensure that any user of the stadium courts or floor wear the appropriate non-marking footwear.
  - 10.1.8. Permit the Stadium staff or representatives to enter the facilities at any time without charge.
  - 10.1.9. Ensure that no illegal activity is undertaken.
  - 10.1.10. Provide the ECCT with a maximum number of 1% complementary house seats for any event if and when required agreed within the conditions of hire.
  - 10.1.11. Warrant the ECCT that no form of inducement has or will be directly or indirectly be provided to any staff member or representative of the Stadium and or the ECCT.
  - 10.1.12. Promptly notify the ECCT or Stadium representative of any incident which occurs or any defect in the Stadium of which the hirer becomes aware.
  - 10.1.13. Ensure all guests, staff and contractors leave at the assigned time. Failure to do so may incur a 10% late exit charge on the total invoice of the booking plus any additional staff and service charges accrued due to the delay. This may be charged after the event or deducted from the bond if applicable.
- 10.2. The hirer will not in or adjacent to the venue without approval in writing from the ECCT:
  - 10.2.1. Use the facilities for any other purpose other than the hiring purpose
  - 10.2.2. Hawk, sell, dispose of or supply any goods or services whatsoever
  - 10.2.3. Bring or permit to bring into the Stadium any animal except registered guide, hearing, accessible or emergency services dogs.
  - 10.2.4. Bring into the Stadium or grounds any firearms, explosive, flammable liquids or other hazardous or dangerous substances including dry ice, smoke machines, fireworks or pyrotechnics. Nor any heavy plant, machinery or other equipment that may cause damage or injury to property or persons. Notwithstanding any approval granted by the ECCT, the hirer will indemnify the ECCT to the fullest extent permitted by the law in respect of any liability or expense incurred as a result of such damage or injury.
  - 10.2.5. Rehire the facilities.
  - 10.2.6. Alter, remove or move any fixture, fitting or furnishing of the Stadium
  - 10.2.7. Take any collection
  - 10.2.8. Conduct a game of chance, mixed chance or skill, sweepstake or lottery or bet or permit to bet or wager.
  - 10.2.9. Erect any hut, stall, marquee so similar structure contrary to any conditions agreed by the ECCT.
  - 10.2.10. Bring or permit to bring any confetti.
  - 10.2.11. Apply or permit to apply or bring in any chalk, resin, oil, talcum powder or any other substance to the Stadium floor or walls

10.2.12. Fix or exhibit any sign, notice or advertisement in or upon any part of the Stadium without the approval of the Stadium Representative. Any damage as a result of any fixing of signs, posters or any other material will be met solely at the cost of the hirer.

10.2.13. Ensure that all contractors and anyone responsible to the hirer sign into the reception area during pack in or prior to the event, or the hire has provided ECCT with a written list and contact details of any such individuals.

## 11. Use of the Venue

11.1. Use of the venue by the hirer is at the hirer's own risk in all cases

11.2. The hirer agrees that they are satisfied that the facilities are fit for the hiring purpose and acknowledges that the ECCT does not warrant that the facilities are fit for the hiring purpose

11.3. The hirer agrees to pay the ECCT on demand any cost of repairing or making good any damage to the Stadium and the cost of replacing any equipment lost or destroyed out of or incidental to the hiring.

11.4. The ECCT and Stadium staff or representatives will not under any circumstances be responsible to the hirer or any other person for damage to, loss, theft, removal of any property brought or left by any person including the hirer. The hirer indemnifies the ECCT in respect to any such, damage, loss, theft or removal.

11.5. The hirer will not make nor allow any alterations or additions to any part of the venue or install any electrical or mechanical device without first obtaining the approval of the ECCT.

11.6. Not limiting clause 10.5 should any damage occur by any means contained or outside of this clause as a result of any alterations or decorations, this will be repaired by the ECCT's contractor at the hirer's cost in addition to any other money payable under these conditions.

11.7. The hirer must ensure that any equipment used during the hire period is returned to the place it was found at the commencement of the hire period. If any equipment is not returned the ECCT may charge the hirer a service cost for the labour to move the equipment, and a hire fee for the equipment use if one has not been applied.

11.8. The hire area must be reinstated by the hirer at its sole cost to at least the condition it was in immediately before the hire period. All reinstatement must be completed within the hire period after which time the ECCT reserves the right to complete reinstatement on the hirer's behalf and at the hirer's cost.

11.9. Any electrical devices used at the Venue must comply with the appropriate standards. The hirer will indemnify the ECCT against any losses which occur as a result of the use of electrical equipment that does not meet the terms and conditions or the appropriate standards

11.10. The hirer agrees not to use any images by themselves or contained within any publication or material unless approved by the ECCT and to show such images accurately and without abbreviation.

11.11. The ECCT agrees to act reasonably when asked for its approval in relation to any matter raised in regard to clause 10.10 and to treat confidential any material given for approval.

11.12. The hirer and any person the hirer is responsible for will not infringe upon or breach any copyright. The hirer will obtain and comply with any licencing or permits required from any holder or owner of the copyright.

11.13. The hirer will notify the ECCT of any audio, visual, filming or broadcasting of the event. The ECCT may impose conditions that are incidental to this clause.

11.14. The ECCT will not be responsible for any consequences or breach of privacy or infringement of intellectual property contemplated as a result of clause 10.13

11.15. The hirer will indemnify the ECCT against any losses or expenses either directly or indirectly related to clauses 10.12 and 10.13

11.16. The hirer will not make any announcements, statements or publicity related to this agreement, the Stadium or the Stadium and the ECCT's staff, contractors, service providers or contractors except in form acceptable or approved by the ECCT or as required by law.

11.17. The hirer must seek approval from the ECCT prior to any communication with the neighbours of the Stadium. The ECCT reserves the right to make those communications on behalf of the hirer.

11.18. The ECCT may use from time to time media of an event for use on its website to promote the event or to use as promotion for other ECCT related purposes.

11.19. For all public events, the ECCT will manage on-site parking at the Venue or on any adjacent site

11.19.1. The ECCT may charge a fee for public parking on-site and the ECCT will retain as its revenue all fees charged.

11.19.2. Event staff may park for free upon presentation of the correct accreditation.

11.19.3. If the ECCT does not charge a fee for parking or the cost of parking exceeds the revenue received from a fee then the ECCT will charge the cost or balance of the cost to the hirer.

- 11.20. For private events, the ECCT may choose whether it manages the parking on-site dependant on expected visitation or whether the hirer will be responsible for parking. If the hirer is responsible for parking it must follow the direction and any policies or guidelines from the ECCT.
  - 11.21. Parking for any event or activity will be in accordance with the ECCT's policies and plans for parking including the provision of reserved spaces, access for emergency vehicles and the blocking of entry or exit routes.
  - 11.22. The hirer acknowledges that the ECCT will not be liable for any damage, theft or loss incurred by the hirer or any individual from parking in, adjacent or associated with the event.
  - 11.23. The hirer acknowledges that non-compliance of the ECCT's parking plans or designated reserved spaces may result in an individual's vehicles being towed at their own expense.
    - 11.23.1. The ECCT will commit to the hirer that any towing company used will be an established company under the companies act and where possible will be the same company used by the local council.
    - 11.23.2. Where a vehicle has been removed, the ECCT will not be liable for any damage loss or theft as a result of the vehicle removal.
12. Health and Safety and Legal Requirements
- 12.1. The Stadium is strictly a "No Smoking Venue" The hirer must strictly enforce and adhere to this policy and the requirements of the Smoke Free Environment Act 1990 and Smoke Free Amendments Act 2003 and any further statutory amendments or legislations subsequent to this.
    - 12.1.1. Where a designated outdoor smoking area is required as part of the event or for event staff, the hirer must see the approval of the ECCT so that an area or areas can be specified during the event planning stage. Any cost associated with the provision of providing a smoking area must be met by the hirer.
    - 12.1.2. Any post event clean-up of a designated smoking area will be considered an extraordinary clean as specified in clause 6.16
  - 12.2. The hirer will ensure that it and every person working or otherwise at any time during or outside of the hire period acts in accordance with and at all times complies with the applicable New Zealand law, bylaws, regulations, codes, standards, liquor licensing; and
    - 12.2.1. The Stadiums policies and procedures regarding Health and Safety, building security and access, evacuation procedures and all policies contained or outside of these terms and conditions; and
    - 12.2.2. All of the ECCT's directions
    - 12.2.3. All obligations and duties under the Health and Safety in Employment Act 1992 and or the Health and Safety at Work Act 2015
    - 12.2.4. Without limiting anything else in these terms and conditions, the hirer where specified in the letter of hire will submit a detailed health and safety plan for the event that is acceptable to the ECCT as soon after the hire agreement takes place and not less than one week prior to pack-in. The hirer acknowledges and agrees that it or any person relating to the event may be refused access to the Venue until such time as this has been completed.
    - 12.2.5. Notify the Stadium Representative immediately of any hazards, incidents, injury, illness or accident it becomes aware of.
    - 12.2.6. Provide assistance with any health and safety review, investigation or emergency incident procedure.
  - 12.3. The hirer must submit details of any temporary floor mounted structures, including stages, seating tiers, platforms, partitioning and including local authority requirements where applicable
  - 12.4. Submit details of all loadings suspended from the existing Stadium roof structure in accordance with ECCT maximum venue loads and where applicable liaise with ECCT's nominated engineer prior to pack-in and ensure that the hirer or any of the hirer's contractors, sub-contractor or the responsibility of the hirer comply with;
    - 12.4.1. All regulatory, statutory, codes of practice and guidelines and any guidelines or codes or codes of practice in relation to but not limited to
      - 12.4.1.1. The Theatre and entertainment industry and;
      - 12.4.1.2. Load-Lifting rigging and;
      - 12.4.1.3. Use of scaffolding and;
      - 12.4.1.4. Prevention of falls.
      - 12.4.1.5. Copyright laws
  - 12.5. The hirer acknowledges that non-compliance with the terms and conditions could result in roof failure.
  - 12.6. Without limiting anything else in these terms and conditions, the hirer at their sole cost will;
    - 12.6.1. Run the event in the spirit of best practice
    - 12.6.2. Ensure that any and all industry standards are adhered to
    - 12.6.3. Comply with all local government legislation or bylaws for noise during the hire period

- 12.6.4. Comply with all relevant hygiene and care requirements for people, including those with special needs and animals.
  - 12.6.5. Comply with all fire evacuation policies
  - 12.7. Copies of all permits, licences or consents must be provided to the ECCT prior to the hire period.
13. Access Admission and Removal
- 13.1. The ECCT or its representatives and staff are entitled to enter the Venue at any time every part of the Venue with or without notice for any purpose relating to the ECCT's business or activities.
    - 13.1.1. The ECCT or its representatives without limiting clause 9.1.10 will not attend the event as patrons
    - 13.1.2. The ECCT or its staff will use their own identification pass or the hirer may choose to provide free of charge the relevant event passes or accreditation for the ECCT staff.
  - 13.2. The ECCT, its staff or representative have the right at any time to refuse entry to or remove any individual from the Stadium. This may include but is not limited to;
    - 13.2.1. A person who impedes or impacts the enjoyment of other people around the venue or present a hazard.
    - 13.2.2. A person who is likely or could cause damage to the Venue or Stadium
    - 13.2.3. The person who is intoxicated as a result of alcohol or illegal substances, other substance abuse, violent, aggressive or threatening.
    - 13.2.4. Is in breach of these terms and conditions or any other law, legislation, codes, or ECCT policies and guidelines
  - 13.3. The ECCT may choose to invoke clause 13 if a person who has been refused entry or fails to leave as directed.
  - 13.4. The hirer will ensure that all gate and security staff are aware of the relevant passes or accreditation and will arrange for the appropriate free entry.
14. Closure of Facilities
- 14.1. The ECCT may close the Venue, Hire area, the Stadium and or the grounds around the Stadium if;
    - 14.1.1. It is required to ensure the safety of those present or;
    - 14.1.2. A person who has been directed to leave as per clause 12.2 fails to do so
  - 14.2. If the ECCT closes the venue as a result of clause 13.1
    - 14.2.1. Any charges or costs payable by the hirer will be determined at the sole discretion of the ECCT
    - 14.2.2. Any hiring fee or costs paid will not be refunded
    - 14.2.3. The ECCT will not be liable for any loss, damage, or costs sustained by the hirer or any other person including claims made against or through the hirer as a result of the closure.
15. Signage and Sponsorship
- 15.1. The hirer must agree to discuss any sponsorship arrangements or requirements with the ECCT prior to the hire of the event.
  - 15.2. The ECCT reserves the right to decline any sponsorship or signage that may be considered damaging to the reputation of the ECCT, the ECCT's sponsors or be deemed offensive or inconsistent with the advertising standards authority.
  - 15.3. The Stadium and the grounds or adjacent grounds have specific policies around signage. The hirer must not affix, paint or exhibit any sign, fixing material, boards or advertisement of any kind on or in the Stadium without the prior approval of the ECCT.
16. Exclusion of Liability
- 16.1. The ECCT will not be liable for:
    - 16.1.1. Any loss or damage caused directly or indirectly by any fault in or failure of any services or equipment.
    - 16.1.2. Any loss or injury to any person or their property no matter how it arises
  - 16.2. The ECCT does not warrant or represent that the Stadium and or any services provided by the Stadium is suitable for the event or the hirer's purpose in holding any event or activity. The hirer acknowledges that they have determined the suitability of the Stadium by their own judgement
  - 16.3. The hirer acknowledges that use of the facility is at the hirer's own risk in all respects and releases, to the full extent permitted by law, the ECCT from all liability directly or indirectly arising from the hire and or use of the Stadium and the grounds adjoining the Stadium
  - 16.4. The hirer agrees that the ECCT and the hirer are both in trade and that any goods and or services supplied under this agreement are excluded from the Consumer Guarantees Act and the Sale of Goods Act.
17. Indemnity



- 17.1. The hirer will indemnify and keep indemnified the ECCT and its respective employees, contractors and agents against all actions, proceedings (including prosecutions to the extent permitted by the law), claims, costs and demands which may be brought or made against the ECCT by any person in respect of loss, damage or injury arising out of or in connection with and whether directly or indirectly, the hiring of the facility by the hirer and against all costs, including legal costs, damages and expenses which may be incurred by it in defending or settling those actions, proceedings, claims and or demands.
  - 17.2. The ECCT will not be responsible to the hirer for any act, omission, default or neglect of any individual, other hirer, tenant, and licensee, representative or service provider of the Stadium.
18. Agreement and Severability
- 18.1. This agreement constitutes the entire agreement of the parties and any previous agreements or conditions, written or oral will cease to have effect.
  - 18.2. The ECCT may assign the agreement but the hirer will not assign, transfer, sub-license or grant any other person or entity any rights in respect of this agreement.
  - 18.3. The ECCT retains the right claim any losses or any other damages if clause 16.2 is breached.
  - 18.4. The ECCT will commit to the hirer that any changes to the general terms and conditions of this agreement will be submitted no less than 30 days in writing and will not detract from any rights permitted to the hirer.
  - 18.5. The parties agree that all aspects of this agreement will be treated as confidential except where necessary by;
    - 18.5.1. Law
    - 18.5.2. Necessity to carry out the agreement
    - 18.5.3. Both parties agreeing otherwise, and any information becomes available in the public domain without breach of this agreement.
  - 18.6. Both parties agree that any confidentiality will extend beyond the expiry of this agreement
  - 18.7. ECCT reserves the right to amend these Terms and Conditions at any time without Participant's consent to the extent necessary or desirable to comply with any relevant law, legislation, codes, or ECCT policies and guidelines.
  - 18.8. If any provision contained within this agreement is no longer enforceable or becomes invalid, then the relevant provision will be deemed as modified only to the extent necessary to remedy the question of validity without removal of any other provision contained within this agreement.