

# Waikato Diocesan School for Girls

## Facility Hireage Terms and Conditions

### General Intent

Waikato Diocesan School for Girls (WDSG) proposes to provide the facility known as shown on the Quotation, under the terms and conditions within this agreement, to the Hirer for the purposes as detailed on the Quotation.

WDSG is first and foremost a school with Special Character. WDSG therefore reserves the right to terminate a contract that may not comply with the Special Character nature of the school and or falls on a date where school activities would take priority. Organisations and individuals within the School affiliation shall take precedence over non-School applicants in the use of facilities.

Any use of WDSG facilities must not interfere with any WDSG class, activity, event or program.

### Definitions

The term "Hirer" shall include all parties, commissioned by the above named party associated with the delivery of *event name*, ie Sponsors, Television Networks, volunteer groups and all other sub-contractors.

### Bookings and Payments

1. Term: the period of hire will be specified on the quote, changes to the original hire as per the quote will attract additional fees, this needs to be finalised in writing prior to the event.
2. Hire Fee: The hire fee is specified in the quote, changes to the original hire as per the quote will attract additional fees, this needs to be finalised in writing prior to the event.
  - a. You will receive confirmation of your booking in the form of a Provisional Quote. The Provisional Quote must be signed and returned to the Commercial Manager by the requested date. The return of the signed Provisional Quote will confirm the agreement by the Hirer to all the Terms and Conditions of Hire.
3. Holding deposit: A 20% holding deposit (or \$250 if booking totals \$500 or less) is required to confirm the booking. These deposits shall be applied as part payment of the hire fee.
  - a. A further payment of 30% of the total booking cost (from the provisional quote) is required one month prior to the event date. This amount is subject to repayment due to cancellation as defined in **clause 7** of this agreement.

- b. The balance (including technical or security charges) is due 7 days after the start of the booking. Any damages or breakages will be at the hirer's expenses and will be recovered from the Bond.
4. In the event that hire charges are not paid by the due date, all bookings may be cancelled with immediate effect. Subsequent payment does not guarantee the reinstatement of cancelled bookings.
5. Cash Bond: The bond will be the lesser of 10% of the booking price or \$500. This amount is payable one month prior to the event. In addition the Hirer shall be responsible for all costs arising from:
  - a. Any damage arising during the event tenure beyond fair wear and tear. Damage should be remedied in negotiation with Waikato Diocesan School for Girls agreed contractors, costs may be deducted from the cash bond, or invoiced directly to the Hirer.
  - b. Waikato Diocesan School for Girls shall have the right to claim from the Hirer any costs for damages incurred or caused to the facility, arising from or related in any way to the event.
6. Administration fee: All bookings over \$500 will incur an administration fee of \$100 exclusive of GST. WDSG reserve the right to increase the administration fee should more than 2 changes to the preliminary quote be required (eg subsequent addendums to the contract – see **clause 9**).
7. Cancellation Fees may be charged for bookings cancelled with insufficient notice. Cancellations must be made in writing and acknowledged and accepted by the Events coordinator. Cancellation fees would generally be no higher than the 20% holding deposit. If the event is cancelled by Waikato Diocesan School for Girls (School events will always take priority) there will be no cancellation fees applied to the Hirer.
8. Keys must be returned to the school reception no later than the first working day following the end of the hire period.
9. Inclusive costs: Additional services not named in the provisional quote, must be negotiated separately with WDSG in writing at least one month prior to the event, this will then be signed by both parties. 3<sup>rd</sup> party contractors must perform their duties and responsibilities accordingly to best practice service delivery, the Hirer would be liable for any costs associated with 3<sup>rd</sup> party shortcomings to WDSG facilities. The following costs are included in the Provisional quote:
  - a. Rubbish collection and disposal,
  - b. Supply and cleaning of toilets, including consumables for toilets permanently located on site.
  - c. Towels will be replaced every 3 days unless specified elsewhere in the contract, (linen only by prior arrangement for stays longer than 7 days).
  - d. Overheads such as depreciation, building insurance (refer to security section below)
10. Exclusive costs: The hirer shall be financially responsible for providing the following:
  - a. First Aid and Medical Support staff
  - b. All technical personnel required to run the event

- c. Set up of the event (special permission is required to shift and rearrange furniture in each area)
  - d. Damage to the venue beyond fair wear and tear.
  - e. Any additional requirements imposed by the local authority, other statutory agency or NZ police.
  - f. Any equipment of material not specified in the list of inclusive costs, eg special signage etc
  - g. Safety and Health
  - h. Power usage is excluded from the venue hire fees and shall be charged on an hourly rate dependant on the level of usage (e.g. drama lighting and sound equipment use more power than a standard classroom)
  - i. All power leads/appliances brought on site must be electrically certified by a trained appliance tester/electrician.
11. Copyright licence: WDSG asks that for all stage shows a copy of the Hirer's Production Copyright to stage the event is included with the deposit. WDSG reserves the right to cancel as per section 7 above if proof of production copyright is not viewed by WDSG before the event is staged.

## Security

- All persons on the property of WDSG are required to abide by its Rules and other regulations. More detail will be provided on application.
- You will normally be required to provide your own public liability and other insurance naming WDSG as additionally insured for not less than \$5,000,000 against all such liability during the hire period.
- At the end of each day, or event, a check must be made to ensure all doors and windows are secured and locked and where necessary alarms are set.
- The Hirer shall allow all employees of WDSG access to the premises throughout the period of hire. Such access shall not impede the progress of the event.
- The Cherrington building is not available for hire, and is outside the hire agreement as are all Science laboratories (unless supervised by trained personnel).
- The hirer shall provide at least one person to act as Fire Warden during the event. The Fire Warden(s) shall follow the guidance of the WDSG Chief Fire warden (if applicable) and the registered fire evacuation plan.

## Cleaning

- You must ensure that the space and its surrounds hired are left in an appropriately clean condition. You are financially liable for any damages sustained to WDSG property whether through your own action or through the action of contractors, sub-contractors or

guests and clients . You may not, without express permission of WDSG, move plants, furniture or equipment within the immediate precincts of the areas made available to you.

- The consumption of food and drink is prohibited in WDSG theatres and classrooms, unless special permission is granted.
- No temporary structures such as tents may be erected or assembled on WDSG premises, nor any electrical, mechanical or other equipment is to be brought on site without approval of a representative of WDSG.

## **Health & Safety**

- WDSG is a non-smoking area.
- Approval for the consumption of Alcohol at any function must be obtained in advance. Such requests will normally be approved in those areas generally used for social gatherings.
- Please be aware of staff living on site and be considerate with noise and parking.
- No connection, alteration or modification shall be permitted to the power supply system without seeking specific approval in each case from WDSG approved electrical personnel, this includes sound systems, projectors etc. WDSG does not guarantee to provide an uninterrupted power source and hence shall not be liable for any costs arising from power fluctuations/outages.

## **Advertising**

- Use of WDSG logos and brands for all event promotion requires prior approval from our Director of Development.

## **Communication during an event**

In the event of an emergency, please contact our caretaker on 0274 348 580.