

# FACILITY USER AGREEMENT

This Agreement was last updated: 01 August, 2019

## 1. General conditions of use

- a. The User must take proper care of the Venue and ensure that no damage occurs.
- b. The capacity of the Venue must not be exceeded at any time. It is the User's responsibility to understand the capacity and ensure it is not exceeded.
- c. The Venue is designed for general use. The User must consider the suitability for their intended purpose when making a booking.
- d. Alcohol and illegal drugs are not permitted in or around the Venue at any time.
- e. Smoking is not permitted inside the Venue, or within 10 metres of the entrance to the Venue.
- f. No animals are permitted in the Venue, other than guide dogs for the visually impaired, registered companion animals or official animals of the NZ Police.
- g. The User must not allow any illegal activities to take place in or outside the Venue during the Time Booked. All statutory rules, regulations and bylaws in force shall be strictly observed by the user.
- h. The User shall ensure that no vehicle obstructs access in any way or contravenes any restricted parking signs.
- i. The User must ensure there is a parent or designated caregiver, who is at least 18 years of age, and will be responsible for all children 10 years of age and under.
- j. Notwithstanding any other provision contained in this Agreement, The Corner: Creative Space staff may refuse admission to any person or require any person attending an Event, to leave the Venue at the sole discretion of any staff member.
- k. Nothing in this Agreement creates a landlord – tenant relationship between parties.
- l. All persons accepting this Agreement (whether as an individual User, or director or other authorised signatory of another legal entity) shall be bound personally to abide by all of the terms and conditions contained in this Agreement, and to fulfil all of the User's obligations under this Agreement as a principal debtor.

## 2. Bookings

- a. Bookings are to be for a minimum of one hour.
- b. The User must precisely state the type of activity to take place and use the Venue only for that purpose.
- c. The User must use only the area in the Venue that has been booked and confirmed.
- d. Changing a booking is considered as a cancellation.
- e. Set up and pack down time must be included within the Time Booked.
- f. The User shall ensure that all persons have vacated the Venue by the end of the Time Booked.
- g. The Corner: Creative Space reserves the right to have staff present at the Venue at any time during the Time Booked.

## 3. Charges

- a. The Corner: Creative Space reserves the right to invoice the User for any additional charges resulting from Users use. This may include
  - i. Any damage to the Venue caused during the Time Booked or through any breach of the Terms in this Agreement.
  - ii. Any theft of property from the Venue during the Time Booked.
  - iii. Any extra cleaning, rubbish removal, repair or reinstatement of the Venue which The Corner: Creative Space considers is required after the Event.
  - iv. Any costs, losses or expenses that The Corner: Creative Space incurs due to any breach of the terms outlined in this Agreement.
  - v. Any unreturned access card(s) or key(s).

- vi. Any emergency services call out or if a fire alarm is set off other than for an emergency, The Corner: Creative Space reserves the right to impose an additional fee of up to \$1500+GST and hold the User liable for that amount.
- vii. Auckland Council noise control units sent to the Venue during the Event.
- viii. Any unauthorized overstay.
- b. The Corner: Creative Space reserves the right to apply an additional charge for staff, security, cleaning and/or a technician for an Event.
- c. The User will upon demand pay all of The Corner: Creative Space's reasonable expenses, including cheque dishonour fees, debt collection fees and legal costs (on a solicitor/agent/client basis) in relation to the collection of all overdue moneys.

#### **4. Cleaning and rubbish**

- a. The User is responsible for ensuring that the hired space is left clean and ready for the next User. This includes wiping down all surfaces; cleaning tables and chairs and any other utensils used; collecting, bagging and removing all visible rubbish off site; removing all decorations; vacuuming, mopping up spills and sweeping/static mopping of the floor.
- b. Users are required to bring their own cleaning equipment and garbage bags for the rubbish.
- c. The User must remove all rubbish off site at the end of the Event and must leave the Venue and all equipment and furnishings in the Venue, including car parks and adjacent premises, in good, clean and tidy order. Additional charges will be incurred if rubbish is not removed off-site.
- d. The User must secure the Venue after the Time Booked, in particular:
  - i. Switch off all electrical appliances, lights, heaters
  - ii. Ensure that all windows and doors are closed and secure
  - iii. Ensure that there are no unauthorised persons in the booked space
  - iv. Ensure that the alarm is set and activated (where applicable)

#### **5. Insurance**

- a. The Corner: Creative Space does not undertake to arrange for or maintain any insurance cover, property, contents or otherwise, for the Venue or the Event for the benefit of the User.
- b. The User is responsible to arrange for and maintain any insurance cover they consider necessary and adequate. That includes any public liability insurance cover to protect the User against claims made by third parties for damage to people or assets.

#### **6. Liability**

- a. The User will indemnify The Corner: Creative Space, its staff or contractors, against all claims, demands, losses, damages, costs and expenses arising from the User's use of the Venue or any breach of this Agreement.
- b. The Corner: Creative Space is not responsible for the loss of or damage to any of the User's property in or around the Venue. Any equipment/property left in a Venue is at the User's own risk.
- c. The Corner: Creative Space does not warrant that the Venue is suitable for the Event.
- d. The Corner: Creative Space is not liable for any loss or expense that the User incurs if The Corner: Creative Space is not able to make the Venue available to the User as a result of fire, flood, earthquake, failure or other unavailability of any building services or other event beyond The Corner: Creative Space's reasonable control.
- e. To the extent permitted by law and without limiting any of the User's rights, The Corner: Creative Space shall not be liable to the User for any loss arising under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise.
- f. It is the User's responsibility to ensure that the requirements of the Health and Safety at Work Act 2015, and the Smoke-free Environments Act 1990, as they apply to the User's intended use of the Venue are met.

## 7. Health and Safety

- a. The User must ensure that access and egress for residents, businesses or emergency vehicles are available at all times and that the public is not duly inconvenienced by the Event. This includes public and private access ways that must be kept clear at all times.
- b. It is the User's responsibility to make themselves familiar with the evacuation procedure in case of fire at the Venue, and to ensure that all emergency exits are clear and free of any obstacles – including tables and chairs when leaving the venue
- c. In case of fire at a Venue, the User must ensure the evacuation procedure is followed immediately and fire emergency response is notified.
- d. Any hazard a User may encounter either as a result of any activity or physical condition must be reported immediately to staff or emailed to [facility@thecornercreative.space](mailto:facility@thecornercreative.space)
- e. It is the responsibility of the User to provide first aid supplies.

## 8. Venue Introduction

- a. It is the User's responsibility to make themselves familiar with the Venue, in particular:
  - i. Make sure it is safe and fit for the purpose of the hire.
  - ii. Cleaning requirements on completion of the Time Booked.
  - iii. Layout, available space and equipment provided.
  - iv. Equipment packing and storing.
  - v. Where tables and chairs should be stacked.
  - vi. The capacity of the Venue.
  - vii. Noise control limits.

## 9. Noise, neighbours and music

- a. In organising and staging the Event, please consider the interests of the Venue's neighbours.
- b. Noise levels must be kept to an acceptable level at all times. Failure to reduce noise levels at the request of a staff member, official or the police, will result in the Event being stopped.
- c. If commercial recorded music is used in a Venue, it is the responsibility of the User to comply with all copyright requirements.

## 11. Furniture and equipment

- a. Users are responsible for setting up, cleaning and packing away any furniture and equipment used during their Time Booked. All furniture must be returned to designated area, ensuring that all fire exits are left clear at all times.
- b. Furniture and equipment in the Venue are approximate numbers only and may vary. Tables and chairs are provided but a specific number is not guaranteed. The Corner: Creative Space reserves the right to remove or replace furniture at the Venue as it deems necessary. If the User requires additional furniture and equipment to what is available, then it is the User's responsibility to organise.
- c. It is the User's responsibility to ensure that all furniture brought in externally for an Event, is removed by the end of the Time Booked.
- d. The hirer must not remove or permit the removal of any furniture, equipment or other contents from a Venue without written permission from a staff member.
- e. The Corner: Creative Space reserves the right to remove and if not claimed, dispose of any equipment or furniture left in the Venue after the Time Booked.
- f. The Corner: Creative Space does not take responsibility for the loss or damage to any equipment, furniture or personal items left in the Venue.
- g. Furniture and equipment must be carried, not dragged on the floor.
- h. All electrical equipment brought in by Users must display the current tag that identifies it has been tested and tagged by a qualified technician. Any electrical equipment found in the Venue that is not tagged, will be removed.

## 12. Miscellaneous matters

- a. The User must not use nails, tacks, screws, pins or any other instrument that will cause damage to the wall surfaces, furnishings, floors and ceiling surfaces. 3M tape is permitted to hang decorations from the walls.
- b. The User must not use any of the Venue's equipment, fixtures, fittings, heating or ventilation systems other than for the Event and that equipment's intended purpose.
- c. No substance shall be deposited in toilets, sinks or drains that will cause blockage or damage.
- d. No food or drink is to be consumed in any part of the Venue where it is prohibited.
- e. Any damage to the building, art work, exhibit, furniture fitting, fixture or chattel in the Venue must be reported immediately to [facility@thecornercreative.space](mailto:facility@thecornercreative.space)
- f. It is the responsibility of the User to make sure all interested parties (decorators, caterers etc) are made aware of the terms and conditions.

### In this Agreement, unless the context otherwise requires

**Agreement** means the agreement between The Corner: Creative Space and the User, in regard to the Event and Venue and includes these General Terms and Conditions, the booking form and any confirmation emails from The Corner: Creative Space.

**Venue** means The Corner: Creative Space and its facilities identified in the booking form, that forms part of this Agreement.

**Event** means the purpose for which the Venue is used as specified, that forms part of this Agreement.

**User** means the person(s) or legal entity named in the booking form, that forms part of this Agreement.

**Time Booked** is the agreed time for which the Venue is to be used for and includes the induction to the Venue and the cleaning time after the Event.

**Service Fee** is the staffing, cleaning or rubbish disposal fees that will, where applicable, be charged to the User.