

Hillview Christian School

VENUE LICENCE AGREEMENT

Schedule 1

BETWEEN Hillview Christian School,

on behalf of the South City Christian Centre Education Trust

AND _____ (“Hirer”).

In consideration of the Hirer agreeing to pay the licence fee and other charges, Hillview Christian School grants and the Hirer accepts a Licence to Occupy and use the Venue for the event upon and subject to the terms, conditions and reservations as set below.

SIGNED on behalf of Hillview Christian School:

Date:

SIGNED by the Hirer:

Date:

Hirer please note that by signing this agreement you acknowledge you have fully read and understood the agreement and its terms and conditions. If you have any questions these should be clarified before signing.

Areas in Gym complex hired under this agreement:

1. Court / changing rooms ____
2. Kitchen / café ____
3. Upstairs classrooms ____
4. Downstairs classroom ____
5. Mezzanine ____

DATES:

From _____ to _____

Frequency

- Daily
- Weekly
- Monthly
- Other _____

Notes:

Costs

Gym: \$50.00 per hour

Day rate \$300.00 (6-10 hours). \$400.00 over 10 hours)

Extra Floor Clean – if needed: \$100.00

Host or Sound/lights technician \$25 per hour

ALL RATES are + GST

Note:

NZ Fire Service call out fee for false alarms is currently around \$1,200. Any charge relating to a NZ Fire call out will be charged based on their actual charge.

Call out fee for a security guard will be charged out at \$75.00+GST

Proprietor Requirements – Special Character

Hillview Christian School is a non-denominational Christian state-integrated school. The land and buildings are owned by the South City Christian Centre Education Trust (the proprietor of the school) which is also the guardian of the school’s Christian Character under the Integration Act. The Board of Trustees is responsible for the day-to-day operation of the school through the Principal.

The South City Education Trust has delegated responsibility for the hiring of the school facilities to community groups outside of normal school hours to the Board of Trustees.

The Christian character of Hillview Christian School is described in its foundational documents. These documents summarise the Biblical truths upon which the school is founded and practices which derive from these beliefs.

It is expected that any community group or party seeking to hire school facilities will undertake to ensure that during the period of hire the school’s Christian character will be respected and that the intent and design of activities, including works for public performance respect, Christian beliefs.

We _____ *[the hiring party]*

undertake during the period of hire to ensure the school’s Christian character will be respected and that no actions of the hiring party will undermine or compromise the school’s Christian character.

_____ *Signature*

_____ *Date*

_____ *Postal Address*

Schedule 2

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1. Definitions

"Common Areas" means the entrance ways, car parks, forecourts, entrances, vestibules, passages, stairways, landings, toilet and washroom facilities and other areas which from time to time Hillview Christian School permits occupants of the Complex to use;

"Venue" means the school Gymnasium.

2. Grant of Licence

Hillview Christian School grants the Hirer a licence to occupy and use the Venue during the Licence Period, for the Purpose of the Hire, subject to the terms and conditions set out in this Agreement and in particular, Section 15, Special Conditions.

3. Payment

A deposit to secure booking is required at time of confirmation and is payable to Hillview Christian School either by cheque or direct credit to our bank account:

HCS Bank acc no. 031598 0061426 01 – Payment details to include their name, gym booking and possibly date of booking

Payment for the balance of hire for the Venue is payable on the 20th of the month following invoice. If any amount remains unpaid for 7 days after the due date the Hirer shall pay interest on those monies at the rate of 15% per annum compounded and calculated on a daily basis from the due date to the date of payment.

4. GST

All amounts referred to in this agreement are GST exclusive.

5. Cleaning and rubbish removal

The Hirer will be charged for any extraordinary cleaning services (as determined by Hillview Christian School) required before, during or at the end of the Licence Period. The Hirer shall pay for the disposal of any excessive (as determined by Hillview Christian School rubbish created by the Hire.

6. Damage

The cost of rectifying any damage sustained to the Venue or any part of the Complex or any furniture or equipment in the Complex before, during or after the Licence Period as a result of the actions of the Hirer or any Person Under the Hirer's Control shall be met by the Hirer. Hillview Christian School shall be entitled to charge additional rental at the current market rate for the period that the Complex or any part of the Complex is unavailable for public rent as a result of the damage.

7. Insurance and Indemnity

The Hirer agrees to occupy and use the Venue and the Complex at the Hirer's risk and keep Hillview Christian School indemnified against all claims, losses, actions, damages and expenses of any nature which Hillview Christian School may suffer or incur or for which Hillview Christian School may become liable.

8. Use of venue by the Hirer

The Hirer shall in respect of the Venue and the common areas:

- (a) only use the Venue for the Purposes of the Hire;
- (b) comply with Hillview Christian School's security rules and regulations for the Venue;
- (c) permit entry at reasonable times to enable Hillview Christian School to inspect the Venue;
- (d) make no alteration to the hour of commencement or finish of the Hire, without prior notification;
- (e) admit to the Venue any law enforcement officer or other official which Hillview Christian School may consider advisable;
- (f) not store or use inflammable or dangerous substances including pyrotechnics;
- (g) not sell or supply or allow alcohol to be consumed on or within the Venue without prior permission from Hillview Christian School;
- (h) not use the Venue or any other part of the complex in any noxious or offensive manner or for any illegal purpose or allow the noise level at the Venue to exceed 105 dbs;
- (i) not bring into the Venue any heavy plant or machinery without the prior permission of Hillview Christian School;
- (j) not smoke or allow persons under the Hirer's control to smoke, accepting that by law the complex and the grounds of Hillview Christian School are a Non-Smoking area;
- (k) not allow the maximum number of persons in the Venue to exceed that number permitted by legislation, in this case, no more than 600 occupants in the GYM building.

- (l) keep the Venue in a clean and tidy state;
- (m) not alter or interfere with the structure, fittings, fixtures and furnishings of the Venue (in particular not use adhesive tape, staples, tacks, "blutack" ,nails or screws or similar fixing devices) nor with the heating, ventilating or other systems or equipment without the prior permission of Hillview Christian School;
- (n) ensure that no vehicles are driven or parked on grassed areas;
- (o) ensure that children and young persons using the Venue, including outside play areas, are under the constant supervision of adults;
- (p) not permit any person, other than those authorised by the Hirer, to be in possession of keys to any part of the Venue;
- (q) not use any smoke generating device, including Dry Ice machines in the complex without prior permission of Hillview Christian School;
- (r) will be responsible for any call out charges incurred, including but not limited to, NZ Fire Service, Security Guards etc. Currently NZ Fire service charge around \$1,200 for a false alarm.
- (s) comply with all statutes, regulations and by-laws relating to the use of the Venue and keep Hillview Christian School indemnified in respect of all such matters;
- (t) ensure that, where applicable, all Persons Under the Hirer's Control comply with the terms of this agreement;
- (u) not assign the benefit of this licence or the right to use the Venue to any other persons, without the express permission of Hillview Christian School.

9. Property brought into the Venue

Hillview Christian School shall not be liable for any loss or damage to any property brought into the Venue by the Hirer or any Person Under The Hirer's Control or any other person however such loss or damage occurs.

10. Maintenance by Hillview Christian School

Hillview Christian School may at any time use, maintain and repair all services, fixtures and fittings within the Venue and the common area but in doing so Hillview Christian School shall cause as little inconvenience as reasonably possible to the Hirer.

11. Work by Hillview Christian School to remedy Hirer's default

Hillview Christian School may elect to remedy at any time without notice any default by the Hirer under this Licence. Whenever Hillview Christian School so elects, all costs and expenses incurred (including legal costs and expenses) shall be paid by the Hirer to Hillview Christian School on demand.

12. Default

Hillview Christian School reserves the right to cancel this Licence should the Hirer breach any term of this Agreement without releasing the Hirer from liability in respect of any breach or liability to pay all amounts due under this Agreement.

13. Termination of Licence

If at any time:

- (a) any monies payable pursuant to this Agreement shall be in arrears and unpaid (whether or not demanded); or
- (b) the Hirer fails to perform or observe any of the Hirer's covenants or obligations under this agreement; or
- (c) there is a reasonable likelihood of danger to any person or property in or about the Venue or other part of the complex through any act or intended act of the Hirer; or
- (d) the Hirer (if an individual) is adjudged bankrupt or becomes insolvent according to law; or (if a company) has a receiver or statutory manager appointed or if a resolution is passed for the winding up of the Hire; or
- (f) any assignment is made of the Hirer's property for the benefit of creditors or if the Hirer compounds with the Hirer's creditors; or
- (g) the Purpose of the Hire, or any part of it, is in the opinion of Hillview Christian School likely to give rise to any illegality or to bring Hillview Christian School, the Venue or the complex into disrepute; then Hillview Christian School may at any time, subsequently and without notice or demand, immediately cancel the Licence granted by this Agreement and expel and remove the Hirer from the Venue and the complex without being guilty of any manner of trespass or conversion. The Licence granted by this Agreement shall then cease but without releasing the Hirer from liability in respect of any breach by the Hirer of the Licence Agreement.
- (h) Refer also to Section 15. (Special Conditions) of this agreement.

14. Limitation of Hillview Christian School's Liability

- (a) The Hirer acknowledges it acquires the rights under this Agreement for the purpose of supplying goods and services and accordingly agrees that, to the maximum extent permitted by law, the provisions of the Consumer Guarantees Act 1993 do not apply to this Agreement.
- (b) The Hirer assumes the risk of any mistake and the Hirer has not relied on any representation made by Hillview Christian School in the course of communications, whether express or implied and whether oral or written, prior to or during the making of this Agreement;
- (c) Hillview Christian School does not warrant that the Venue and Complex are or will remain suitable or adequate for any of the Hirer's purposes. The Hirer accepts the Venue and the Complex as being satisfactory in all respects and with full knowledge of and subject to any prohibitions or restrictions on their use. Without limiting the foregoing, Hillview Christian School warrants that the Venue will be made available to the Hirer on each occasion, as stipulated in the First Schedule under the Licence Period dates and times, in substantially the same condition and manner as at the commencement of this Agreement.
- (d) Hillview Christian School shall not be under liability to the Hirer in respect of any indirect, or consequential losses or damages (including any claim for any loss of profits) howsoever caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the failure or omission on the part of Hillview Christian School to comply with its obligations under this Agreement.
- (e) In the event that Hillview Christian School is liable to the Hirer for damages for any cause of action then the liability of Hillview Christian School will be limited to the amount of License Fee paid to Hillview Christian School under this agreement.

15. Special Conditions

- (a) Hillview Christian School reserves the right to terminate this agreement immediately if Hillview Christian School or South City Christian Centre Education Trust, determines that activities of the hirer are contrary to the School's Special Character.
- (b) Hillview Christian School may, from time to time, require the use of the venue for a School event on a day that the hirer would otherwise occupy. In such cases the school will provide at least 2 weeks' notice to the hirer that the venue will be unavailable on that date.

16. Dispute resolution

Should a dispute arise out of or relating to this Agreement (including any dispute as to the validity, breach or cancellation of it) a party to the Agreement may not commence any court or arbitration proceedings relating to the dispute unless the party has complied with the

following paragraphs of this clause, the only exception being where a party seeks urgent injunctive relief.

- (a) A party to this Agreement claiming that a dispute (“the Dispute”) has arisen under or in relation to this Agreement must give written notice to the other party to this Agreement specifying the nature of the dispute.
- (b) On receipt of that notice by the other party, the parties to this Agreement (“the Parties”) must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them.
- (c) If the parties do not agree within 7 days of receipt of the notice (or any further period as is agreed in writing by them) as to:
 - (i) the dispute resolution technique and procedure to be adopted; and
 - (ii) the timetable for all steps in those procedures; and
 - (iii) the selection and compensation of the independent person required;

then the parties must mediate the dispute using the services of a mediator nominated by the president of the Canterbury District Law Society and the remuneration and expenses of the mediation shall be borne equally by the parties.

16. Jurisdiction

This Agreement shall be governed by and interpreted in accordance with New Zealand law.

Fire Safety Requirements for Hillview Gymnasium Hirers / Users

The hirer/user or a person delegated by them will take the role of the **Fire Warden**.

Fire warden responsibilities are to:

1. Before the start of the event point out for the participants the emergency **EXITS**.
2. Inform them the **ASSEMBLY POINT** is the carpark on the north side of the gym
3. Ensure that Fire Safety numbers are not exceeded:
 - Ground Floor – 500 people
 - First Floor – 100 people
4. If seating is used in the gymnasium the following stipulations must be adhered to:

Setting out chairs in the Gym

Single chairs must be linked together. This is to comply with fire evacuation requirements to make it more unlikely that chairs could be knocked over and impede exit.

The number of chairs in a row is limited to 14. (Or for beam seats in groups of 4, 16 is acceptable)

The clear walkway width between each row no less than 300mm

Aisle width min shall be 750mm

The width of final exits (front sides and rear shall be 1200mm)

All gym users

In the event of an Emergency Evacuation of the building being required all building occupants should follow the instructions set out below:

- (1) Raise the alarm immediately by operating the nearest Fire Alarm Call Point.

- (2) Ensure the Fire Service is notified per 111 call.
- (3) If safe to do so, quickly check that the buildings are clear of all other personnel checking toilets, changing rooms, etc.
- (4) Leave immediately by your nearest escape route. Walk, don't run.
- (5) Assemble at :

JUNIOR SCHOOL NETBALL COURT

- (6) Report to the Fire Service on their arrival.
- (7) Do not attempt to re-enter the building until the Fire Service have given the "all clear".

I have read and understand these instructions.

Name Signature..... Date