

Terms and Conditions: Annual/Regular Hirer

The Rose Centre. 4 School Road. Belmont

These general terms and conditions have been developed to ensure your event runs smoothly and you enjoy your time with us. Please retain a copy of these terms and conditions of hire for your reference ensuring that you are aware of the responsibilities of hire.

All people signing this agreement or accepting this agreement (whether as an individual hirer, or director or other authorised signatory of another legal entity) shall be bound personally to abide by all terms and conditions contained in this agreement and to fulfil all of your obligations under this agreement as a principal debtor. Note: Payment of a deposit is deemed as accepting this agreement.

By accepting this Agreement, I warrant and confirm that: I have read and understood the full Terms and Conditions of hire, I am at least 18 years old and have the authority to accept this agreement, and I understand and accept that the information provided for my booking may be shared with the NZ Police.

Hirer:	Event Name:	Date:
Authorised Person (Name):	Signature:	

TERMS

Hirer: The person or entity specified in Hirer’s Official Name on Page 1 of this agreement.

The Rose Centre Inc: The Rose Centre (or) The Centre (or) Centre (or) RCI

CONDITIONS

1. HIRE CHARGES

- i. The hire charge includes electricity, Theatre House lights and control, leg (wings), rear stage curtains, and Foyer Sound System and kitchen equipment and utensils.
- ii. By previous arrangement rostra, sound and lighting equipment in the grid and in storage with technical support, performance intercom system and intercom set, and stage relay system can be made available to the Hirer at an extra charge.

2. REGULAR HIRE

- i. A Hirer who has 10 days or more recurring confirmed bookings within each Financial Year, is a “Regular Hirer” for the purposes of this Agreement.
- ii. As a Regular Hirer you are agreeing to hire between 1 January to 31st December of an annual year. Payments are to be processed as in 3. below.
- iii. To confirm bookings without a deposit a Regular Hirer must accept these Terms and Conditions within fourteen days of receiving the booking schedule. These Conditions shall be deemed to be accepted if Regular Hirer does not contest the booking schedule within fourteen days from receipt of the booking schedule. The normal deposit schedule of 28 days then applies after these T &Cs are accepted.
- iv. The provision of credit to Regular Hirers under this agreement is limited only to liability for payment of moneys payable for the supply of services provided by Rose Centre Incorporated (RCI). Nothing herein shall impose any obligation on RCI to provide credit to the customer in respect of any other types of services or goods supplied by RCI. Hirers will receive an Invoice per event.
- v. Regular Hirers must rebook with RCI for new and continued use each Annual Year. RCI cannot guarantee the renewal of existing Regular Hirer arrangements will be approved each year.
- vi. A discount rate for Venue Hire will only apply to Regular Hirer’s booking if the booking meets the requirements set out either in the RCI Constitution and/or RCI Approved Discount schedule. Discounts are not applicable for Bond or ‘Additional items’ (Equipment, tech room etc).
- vii. Rose Centre Inc reserves the right for Regular Hirers to relinquish one or more of their booking days. In such cases, a minimum of 8 weeks’ notice will be provided to the Regular Hirer.
- viii. Set up and pack down time must be included in the Hire Period.
- ix. If booked, an overview of the Tech Room is included in the cost. Any further use or training is to be included in the Hire Period subject to an additional fee.

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3. PAYMENTS

- i) A refundable Bond is required within 28 days of signing this contract:
 - (a) For hire fees \$500 or less the bond is \$50,
 - (b) for hire of \$501-\$1000 the hire is \$100 and
 - (c) for any hires over \$1000 the bond will be \$200, unless otherwise negotiated with the Rose Centre.

Please see clauses 10 & 11 with regards to Cleaning & Security and 5. Vii Usage report - charges that may be put against your bond payments. By written agreement this can be an annual bond that RCI holds on behalf of the Regular Hirer Annually.

- ii) A 25% deposit of the first event booking, whether as a term block of booking or otherwise as agreed, is required within 28 days of signing this contract unless there is written agreement of payment terms or this contract may be cancelled without further notice
- iii) The balance of the payment due for hire will be invoiced and is due 30 days prior to the first day of use of The Centre. If unpaid within seven days this contract may be cancelled without further notice and cancellation charges will be payable.

4. CANCELLATIONS OR TIME REDUCTIONS

- i. In the event that the Hirer terminates or reduces the number of dates or significant reduction of hours of the Agreement, RCI will refund the Venue Hire Price as follows: Cancellation notice received-
 - 1. More than 90 days prior to the date of Event – 75% of booking fee
 - 2. Within 89 - 60 days prior to the Event – 50% of booking fee
 - 3. Within 59 -30 days prior to the Event –25% of booking fee
 - 4. Within 29 - 0 days prior to the Event – no refund
 - Event is termed as the first booking date within all dates or block of dates
- ii. Cancellations or time/date changes made by the Rose Centre Incorporated for any reason and for clarity this includes COVID19 closures, prior to the commencement of the hire period will result in a full refund of the specified days and/or times of any payments made by the Hirer and no cancellation charges. Alternative dates if possible will be offered at our normal hireage rates.
- iii. All notifications & communications must be emailed to bookings@rosecentre.co.nz

5. HEALTH & SAFETY REQUIREMENTS

- i. The Hirer 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.
- ii. It is the Hirers responsibility to make themselves familiar with the evacuation procedure in case of fire at the Community Venue, and to ensure that all emergency exits are clear and free of any obstacles – including tables and chairs when leaving the venue
- iii. In case of fire at the Rose Centre, the Hirer must ensure the evacuation procedure is followed immediately and fire emergency response is notified.
- iv. The Hirer is responsible to appoint and instruct a fire warden for the Hire Period. The assigned fire warden must ensure that all emergency exits are checked twice at the start of the Hire Period and at least once during the Hire Period. This includes ensuring there is no interference with smoke detectors, fire extinguishers and emergency exits.
- v. The Rose Centre recommends all Hirers prepare a health and safety plan compliant with Health and Safety legislation. The Rose Centre is not responsible for health and safety issues arising from the Hirers use of the Centre.
- vi. Any health, safety or maintenance issues identified by the Hirer during their hire must be reported to The Rose Centre management as soon as practicable.
- vii. A usage report for health, safety and statistical information for our funding requirements must be completed for each days use of The Centre by the using the forms provided by The Centre and submitted at the end of your hire.
- viii. In the event of National Public Health legislation being invoked (i.e. COVID-19), an Appendix A will be sent to Hirers, who must comply with these additional terms & conditions.

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6. FIRE HAZARDS

- i. You must not bring or install any lighting or heating apparatus (electrical or otherwise), open fires, creosotes, petrol or spirit stoves, machinery or any dangerous or inflammable materials, You may not use effects such as smoke, pyrotechnics, strobe lighting, open flame, confetti/snow, glitter, CO2 or oil can be used in any part of the venue without prior approval from RCI and in accordance with the requirements of RCI.
- ii. The RCI may refuse to allow any article or appliance which may be considered dangerous or offensive to be brought into the venue.

7. TICKETING AND RESERVATIONS

- i. The Rose Centre does not operate a phone, online or in-person ticketing system for events.

8. LIABILITY

- i. The Hirer is liable to pay for any damages to The Rose Centre or its contents that occurs by any person associated to the hire, whether public or a member of the hiring group.
- ii. The Rose Centre is not responsible in any way for the loss or damage to any person or property associated with the Hirer or for any costs incurred by the Hirer.
- iii. The Hirer is responsible to arrange for, and maintain any and all insurance cover that is necessary and required. This clause in no way reduces the Hirer's liabilities under Clause 7.i.

9. ALCOHOL LICENCING

- i. The Hirer agrees to comply with all legal requirements regarding alcohol.
- ii. The Hirer agrees if an alcohol licence is required to follow The Rose Centre requirements for a licence application and pay a \$50 + GST application fee and reimburse all costs imposed by the licensing authorities.
- iii. Any charges or fines that relate or arise from a Hirer not adhering to liquor licencing laws and regulations will be the sole responsibility of the Hirer.
- iv. In the event of a non-issue of an Alcohol Licence the Hirer agrees to complete all other obligations of this contract including but not limited to cancellation costs.

10. COPYRIGHT

- i. Hirers accept responsibility for compliance with New Zealand Copyright Laws. The Rose Centre holds an APRA licence for the broadcasting of music in the foyer and theatre only. However, if music is played during your performance you must obtain your own licence for this.

11. SECURITY, ALARMS & KEYS

- i. Security at The Centre is monitored. If a false security or fire alarm is triggered during your hire a fee may be charged for any call out at disbursed costs plus a \$50 administration fee.
- ii. Any access keys lost may incur the cost of a full lock change at the Centre. You agree to meet this cost plus a \$100 administration fee.

12. CLEANING

- i. All spaces must be clean and tidy at the end of your hire period with all items returned to their proper place and all surfaces cleaned, floors vacuumed or mopped. If further cleaning is required the Hirer will be notified and all charges associated with the cleaning costs will be payable by the Hirer plus a \$50 administration fee.
- ii. During your hire period you are responsible for the daily cleaning and vacuuming as necessary of the hire area(s). The kitchen is a shared space, please keep this tidy and pleasant for other users with all dishes washed and put away, and any front of house supplies labelled and stored.
- iii. Hirers must fill in and sign the Rose Centre Closure Checklist. Refund of bond requires this document.

13. ROSE CENTRE COMMUNITY OUTREACH

- a. As part of the hire the Hirer may be asked to contribute two tickets per hire to the Rose Centre for marketing and Community Activation purposes.

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13. GENERAL

- i. You must comply with all Statutory rules, regulations and bylaws in relation to your hire of the venue.
- ii. Under no circumstances may a Hirer sublet any part of the hired facilities.
- iii. You must not move or permit the removal of any furniture, equipment or other contents from the venue without our permission.
- iv. You must make sure that the general public does not gain unauthorised access to the facility during the hire period.
- v. You must not allow any illegal activities to take place in or outside the facility during the hire period
- vi. Noise levels must be kept at an acceptable level at all times.
- vii. You must contact the police immediately if there are any safety concerns from a person(s) disorderly behaviour.
- viii. Notwithstanding any other provision contained in this agreement, we may refuse hire or admission to any person or require any person to leave the facility at our sole discretion.
- ix. No smoking is allowed on the premises including the outside grounds of the facility and any area of RCI property such as car parks, park grounds, Adjacent Belmont Primary School Grounds, etc.
- x. It is recommended that if hiring for multiple and/or consecutive days, hire is full days. If hire is half days, all sets and belongings are to be removed from site, all lighting and sound must be left at standard settings as the centre will be available for alternative events. Full day, 8am – 12am, half day 8am – 4pm or 4pm – 12am.
- xi. Parking is in The Rose Centre carpark, or surrounding streets. Any vehicles parked on any property of Belmont Primary School Grounds, including fields and sports courts, is prohibited and subject to potential fine and/or tow.
- xii. By hiring the Rose Centre, you (the Hirer) accept these Covid-19 related terms and conditions of hire, warrant and confirm to abide by all rules and directives published and updated by the Government from time to time at <https://covid19.govt.nz/>. Any breach of guidelines, covid confirmed individual onsite or accident – must be reported to the Ops-manager immediately. Any infringements and fines resulting from an offence if person intentionally fails to comply with a COVID-19 order are the responsibility of the Hirer.
- xiii. Bookings@rosecentre.co.nz and/or Bookings administrator is the official communication link for the Rose Centre Hirers.
- xiv. The RCI reserves the right to change these terms and Conditions at any time, with notification.

Your Booking – next steps

We understand that bookings can change & evolve over time between initial hiring and the actual event. In all instances please email bookings@rosecentre.co.nz, with your changes and they will be updated in a timely process.

Below is the contact time frame regarding all the information we be in contact with you to ensure your event success!

Nga mihi

Team at The Rose Centre

What	Date or Time frame	Action
Health & Safety Hazard Register	3 weeks prior to each Hire period within the annual year.	A Health & Safety form for your completion will be emailed. Please fill in and return
Liquor License	6 weeks prior to event	Advise TRC if you wish to apply
Rose Centre Induction, Health & Safety Tour & Key register	Annually at start of year	Please arrange a time with TRC staff bookings@rosecentre.com
Bond and Deposit	Due 7 days from the date of Invoice/Booking Schedule	Booking is confirmed upon receipt of Bond and Deposit OR within 14days if payment is post hire. An Invoice will be sent to you one month prior to each hire period.
Hireage Balance payment	Due 30 days before event	Your invoice will be emailed to you for payment at the agreed time.