

VICTORY

CONVENTION CENTRE

TERMS AND CONDITIONS

The hire of Victory Convention Centre [VCC] is strictly on the terms and conditions set out below or as otherwise advised by VICTORY from time to time.

Booking Policy

1. **Securing Dates:**
 - 1.1 The Hirer may reserve specific date/s for the use of VCC by making a provisional booking.
 - 1.2 The Provisional Booking will be confirmed upon payment of a 20% Deposit together with a \$2,500.00 Security and Cleaning Bond and the return of a signed copy of this document.
 - 1.3 If the Provisional Booking has not been confirmed in this manner, the Provisional Booking will lapse at the end of a 30 day period. Attempts will be made to contact customers prior to this.
2. **Bookings:** Bookings will be accepted up to the end of the next calendar year. Bookings will be accepted on a first come 'first served' basis.
3. **Cancellations:**
 - 3.1 If a confirmed booking is cancelled more than three months prior to the start date of the event, 50% of the deposit will be refunded.
 - 3.2 If a confirmed booking is cancelled within three months of the start date of the event, there will be no refund of the deposit.
 - 3.3 If any "extras" that have been arranged to be provided by VCC are cancelled within two weeks of the start date of the event, a cancellation fee amounting to the estimated labour content of the "extra" will apply.
 - 3.4 If any equipment or services arranged or hired by VCC for the purpose of the event is cancelled by the Hirer, any cancellation charge will be paid by the Hirer.
 - 3.5 In unforeseen or exceptional circumstances that affect the safe and sanitary operation of the facility VCC reserves the right to cancel any booking or event with a refund of any payment to date. VCC accepts no liability for any losses incurred by the Hirer in this case.
4. **Approval of Bookings:** VCC is owned by Victory Christian Church Property Trust. The Trust reserves the right to refuse/cancel bookings at any time on the grounds that the proposed event would be detrimental to the Church's reputation or could cause its members distress. Any part of the event which is of a spiritual and/or sexual nature must be declared and cleared by the eldership of the Church before acceptance of the booking. Failure to disclose may result in the immediate termination of the hire contract and therefore the event.

Payment Terms

1. **Deposit:** The deposit will be due within minimum 30 days of making a Provisional Booking and full payment made at least 7 days before an event. A receipt will be issued for the deposit. Payment of the deposit shall be deemed to be acceptance of the Terms and Conditions by the Hirer.
2. **Security and Cleaning Bond:** A \$2,500.00 Bond will be required to cover any additional expenses including but not limited to: extra cleaning, damage to property, extra staff or equipment. This bond needs to be paid when the deposit is made and will be refunded within 10 working days after the event.
3. **Balance:** The balance of the estimated (or under special circumstances quoted) price will be due 7 days before the start date of the event. Under certain circumstances the management may consider other payment terms.
4. **Additional charges:** Sometimes additional charges may be incurred (for example, if an event goes longer than originally anticipated). In these circumstances, payment will be due within 7 days of the date of the invoice or deducted from the bond.
5. **Daily Rates:** The price for the use of VCC is based on the 8 hour daily rate. If a hirer uses VCC's facilities for more than 8 hours in the same day the half day charge will be charged on top of the daily rate for the same day.
 - 5.1 The day rate includes up to four Area Wardens/Door staff during the event only if the event times are confirmed by the 15th of the month preceding your event.
 - 5.2 The charges will apply until all event-related equipment has been removed from the building (unless a prior arrangement has been made with the management).
6. **Public Holidays:** If your event, set up, pack down and/or related operations e.g. cleaning or staffing falls on a public/statutory holiday, surcharges may apply.
7. **Cleaning:** The normal cleaning of VCC is included in the Hire Rate. Any additional charge by VCC's contracted cleaners for additional cleaning will be passed on the hirer and/or deducted from the bond.
8. **Rates review:** VCC reserves the right to amend charges and rates at any time without notice.

Car Park

1. **Number of Spaces:** Up to 340 parking spaces are available at VCC's covered car park facility.
2. **Security:** VCC provides a controlled space for parking. This includes access control, digital video surveillance and on site management. Notwithstanding this, VCC accepts no responsibility for the security of cars in the car park.
3. **Parking conditions:** The use of VCC car park is governed by its own set of Terms and Conditions. These terms and conditions are displayed in the car park. Failure to comply with these terms and conditions will result in the offending vehicles either being clamped or towed away at the vehicle owner's expense.

General Conditions

1. **Food & Drink:**
 - 1.1 Water in sipper bottles is permitted in the auditorium but under no circumstances is any other beverage permitted.
 - 1.2 No food (including chewing gum) is permitted in the auditorium.
 - 1.3 Catering is the exclusive reserve of VCC. Rights for sale of any food or beverage must be agreed to by VCC management.
2. **Alcohol:** No alcohol or similar substance is permitted anywhere on VCC's site. No people who are drunk or affected by drugs may enter the buildings, even if they are holding a ticket for the event.
3. **Damage to Property:** Any damage to VCC or contractor's property will be repaired by VCC and charged to the Hirer. (The Stage surface is regularly photographed as a record of 'wear & tear'.)
4. **Promotion Material:** Any promotional material for an event must refer to the venue as VICTORY. The venue shall not be advertised under any other name.
5. **Ticketing:** Ticket sales are the responsibility of the Hirer and may not exceed the available number of seats.
6. **Security & Ushers:** The Hirer is responsible to provide suitably qualified security personnel to protect the patrons of the event. VCC's security video surveillance may be retained as evidence in the event of disruptive or illegal activity. The Hirer shall also ensure adequate numbers of trained ushers are available to assist patrons with seating and egress.
7. **Phone:** The quoted rates include the use of analogue phone line for EFTPOS machines. Two EFTPOS machines are available for hire from VCC. A Public phone may be arranged at extra cost although there will always be a phone available for calling emergency services.
8. **Grand Piano:**
 - 8.1 **Moving off Stage:** The Piano is normally located in the foyer. If a Hirer requires the piano to be moved onto the stage, this must be done by VCC's contracted piano mover. An additional charge will be incurred for this. Under no circumstances is anyone else to move the piano.
 - 8.2 **Use of Piano:** VCC's Yamaha C7 grand piano (with MIDI out) is available for use by Hirers, at an additional charge (which includes tuning).
9. **Signs & Promotional Displays/Material:**
 - 9.1 **Signs etc:** The Hirer may erect signs and displays. Under no circumstances are any signs or displays to be fixed to any part of the building. The signs must be either self-supporting or fixed to display walls provided by the Hirer. The Hirer must remove all signs and displays from the site after the event.
 - 9.2 **Pamphlets:** No printed material may be placed on vehicles at any time that the vehicles are stationed at 98 Beaumont Street. Any material distributed during the event that is not directly related to the event i.e. a programme, must be cleared by VCC management before it is distributed.
 - 9.3 **Fire Exits:** No promotional displays, furniture or equipment may be placed in positions so that egress from the building via the fire exits is restricted. Nothing may be left at any time in any of the fire exit stairwells.
10. **Technical Facilities:**
 - 10.1 **Operators:** The Technical Contractor, contracted by VCC, will operate the technical equipment. In situations where the Hirer wants to contract their own technical staff/operators, these operators must be suitably experienced with the type of equipment being operated and must be approved by VCC's management. At all times a senior VCC manager will oversee any operation of VCC's equipment. The manager's decision will be final on all matters that pertain to the use of VCC's equipment.
 - 10.2 **Additions and Alterations:** Changes and additions to VCC's technical facilities are permitted provided they are authorised and supervised by VCC's management team.
 - 10.3 **Special Technical Requirements:** In cases where extra equipment is required for the event production (such as lighting, sound, outside broadcast, recording, stage effects etc) the time taken and staff required to set up and break down such equipment will be negotiated with VCC's management and the Technical Contractor. Charges will be applied as agreed. All equipment and operating conditions must be legally compliant.
11. **Door Staff:** In order to comply with fire regulations, the Beaumont Centre is required to have up to four trained Area Fire Wardens/Door Staff on duty at all times that the Public are in the building. Additional Door Staff can either be supplied by the Hirer or VCC. (Extra charges will apply for any additional Door Staff supplied by VCC). The Fire Wardens will not act as ushers for an event.
12. **Duty Manager/Fire Safety Officer:** The Duty Manager has ultimate control over VCC and compliance with all local and central government regulations for the use of a public building. Any requests made by or directions given by the Duty Manager must be immediately carried out.
13. **Objectionable/Spiritual Material:** VCC reserves the right to remove anything of a spiritual or objectionable nature from the venue at any time. Failure to remove such items immediately when requested to do so may result in the immediate termination of the hire contract and therefore the event. This includes but is not limited to the following:
 - Any altar or shrine set up for the purpose of worship, prayer or offerings to any god;
 - Any incense (unless prior permission has been given);
 - Any posters or other printed material of an objectionable or spiritual nature;
 - No nudity.
14. **Liability:** VCC is not liable for the quality or outcome of the event whether caused by power cut, natural disaster, outside interference, failure of equipment, or staff performance.

Hirer Obligations

1. The Hirer agrees:
 - 1.1. To be bound by and comply with the Terms and Conditions during its use of VCC; and
 - 1.2. To comply with the requirements of the relevant statutes and regulations and the requirements of any relevant authority throughout the duration of the Hire Contract; and
 - 1.3. Not to do or allow any act or thing to be done which may cause damage to the name, reputation, property or assets of VCC or affect any insurance effected in relation to VCC; and
 - 1.4. To provide a proper number of attendants for the efficient supervision of VCC during the event to preserve safety and order; and
 - 1.5. To indemnify VCC against all proper costs, charges and expenses incurred as a result of the Hirer's use of VCC and/or the Hire Contract.
2. Failure to comply with these Terms and Conditions may result in the following:
 - 2.1. Additional charges being levied against the Hirer;
 - 2.2. Immediate termination of the Hire Contract. If deemed necessary, this could take place during an event;
 - 2.3. VCC exercising any other legal rights and remedies available to it in the circumstances.

Definitions

For the purpose of these Terms and Conditions:

1. **Victory Convention Centre (VCC)** means the land and building(s) situated at 98 Beaumont Street, Freemans Bay, Auckland, known as "Victory" and includes, where the context requires, the owner of VCC and all persons duly authorised to act on behalf of the owner of VCC.
2. **Building** means any of the buildings forming part of VCC.
3. **Hire Contract** means the agreement between the Hirer and VCC in relation to the Booking and includes these Terms and Conditions and any other special arrangements agreed between the Hirer and VCC regarding the event booking.
4. **Hirer** means the person entering into the agreement to hire VCC on the Terms and Conditions set out herein and includes the employees, invitees and agents of the Hirer and persons under the control of the Hirer.
5. **Technical Facilities** means all technical equipment situated/installed at VCC from time to time including (but not limited to) such things as projection system(s), sound system(s), sound recording studio, video production suite, theatrical lighting, musical instruments and all or any other type of equipment and/or systems of this nature.
6. **Terms and Conditions** means the Terms and Conditions including appendices for the use and hire of VCC as set out herein or otherwise advised to the Hirer from time to time by VCC.

(Print) Name of Hirer

(Print) Name on VCC person

Signature of Hirer

Signature of VCC person

Date

Date

One Copy to be kept by each Party