

Appendix C

Catering:

Once agreed with The Trusts Arena the catering plan shall form an appendix to this agreement.

- 1) The Trusts Arena will provide and sell all the retail food and beverage for the event in all the public spaces.
- 2) The Trusts Arena has the expertise and facilities to cater to backstage and can quote accordingly, however
- 3) The Trusts Arena agrees that, should the Hirer wish to make use of a specialist backstage caterer for the provision of food and beverage to the band and crew during the period of the hire, this is acceptable.
- 4) The specialist caterer must be licensed and comply with all regulatory process in the supply of backstage food and beverage
- 5) Alcohol may be provided in the dressing rooms as part of a band rider but should be kept to those spaces only to comply with the license.
- 6) The specialist caterer must ensure that all spaces used are cleaned and returned to their starting condition.
- 7) The specialist caterer must take all waste and rubbish to the designated area at TTA, and agree to separate in accordance with TTA waste management and recycling policies.

Appendix C

Once agreed with The Trusts Arena the catering plan shall form an appendix to this agreement.

1. General

1.1 Exclusivity: The Trusts Arena has entered into an exclusive arrangement in relation to the rights to all catering at the Venue. If the Hirer wishes to serve any food or drink at the Event then the Hirer must use the Caterer for catering at the Venue.

1.2 Venue Caterer: The Trusts Arena will discuss catering requirements with the Hirer. All catering requirements (including, for the avoidance of doubt, back of house, front of house, retail, exhibitor and any corporate catering) must be arranged via the Trusts Arena and the Caterer. The Hirer will pay all catering costs and charges as set out in Schedule 1. Except where otherwise expressly agreed in writing between the parties, the Hirer must not bring any food or drink or any glass containers (including samples) into the Venue and will use all reasonable endeavours to ensure that Patrons do not bring any food or drink or glass containers into the Venue.

1.3 Numbers: The Hirer must notify the Trusts Arena and the Caterer of the estimated catering numbers at least twenty five Business Days before the Event. The Hirer must notify the Trusts Arena and the Caterer of the final catering numbers seven Business Days before the Event. The Hirer acknowledges that the Trusts Arena and the Caterer will rely on the final numbers provided and agrees that the Caterer will arrange catering based on these final numbers. The Hirer will pay the catering charges based on these final numbers notwithstanding that the actual catering numbers may be lower than the final numbers notified. If there is an increase in the catering numbers within the period from the date four Business Days before the Event Date, then any catering provided will be subject to availability, may result in menu substitution and may be charged by the Caterer at a different rate to that specified in this Agreement. The Hirer agrees to pay any additional catering charges arising as a result of increased final catering numbers.

1.4 Menu: (a) Less than [100] attendees: Menu selections must be advised by the Hirer at least ten Business Days before the Event. (b) Greater than [100] attendees: Menu selection must be advised by the Hirer at least twenty Business Days before the Event Date.

Should menu selections not be made within the timeframe stated in this clause the Trusts Arena, the Caterer or either of its representatives may make such selections provided that they will endeavour to ensure menu selections are appropriate for the event.

1.5 Alcohol: The Trusts Arena may at its discretion forbid the consumption of alcoholic beverages at any time. If the Hirer wishes to have alcohol available for the Event, then the Hirer must advise The Trusts Arena and purchase the alcohol from the Caterer. No BYO alcohol arrangements will be permitted. The Hirer must comply with all conditions and requirements of the Caterer, The Trusts Arena, the Trusts Arena's liquor licence, the Sale of Liquor Act 1989 and the Sale and Supply of Alcohol Act 2012.

1.6 The hirer agrees to abide by the times set in The Arena on –licence for alcohol service. These may vary dependent on day of the week and what is agreed on the license granted.

The days on which, and the hours during which liquor is intended to be sold under the licence, are: The Stadium Levels 1,2 & 3 (excluding function centres) and the Grandstand: when the premise is being operated as sporting and entertainment facility OR when the premises are hosting a reception, function or social gathering - Sunday to Thursday from: 11am to 10.30pm & Friday and Saturday from: 11am to 11.30pm. The Stadium's Function Centres - Level 3: when the premises are hosting a reception, function or social gathering: Monday to Sunday from: 11am to 1am the following day.

2. Cancellation of Catering

2.1 If the Hirer cancels catering arrangements within twenty Business Days of the Event Date, the Hirer will be liable for and the Trusts Arena will charge a cancellation fee being an amount equivalent to 50% of the estimated catering costs for the Event.

2.2 If the Hirer cancels the catering arrangements within three days of the Event Date, the Hirer will be liable for and The Trusts Arena will charge a cancellation fee being an amount equivalent to 100% of the estimated catering costs for the Event, which charge will include the cost of the Caterer's staff who were rostered to work at the Event (notwithstanding that due to such cancellation, staff may not work on that date).

3. Public Holiday Surcharge

The Hirer will be liable to pay a 15% surcharge in relation to all food and beverage supplied on any date which is a statutory or public holiday.

4. Health and Safety

4.1 If there is excess food and drink left over from the Event, this will be removed at the end of the Event and will not be available for Patrons or the Hirer to take away from the Venue.

4.2 In compliance with Health and Safety Regulations, any hot food served at the Event will only be available to Patrons for a maximum period of one hour following its service to Patrons.

5. Additional Charges

The Hirer acknowledges that if the Hirer makes any changes to the catering or service requirements that result in additional costs or charges, the Hirer will be liable to pay any such additional costs or charges.

6. Catering Charges

Catering charges will be payable as set out in the agreed schedule. (appendix)

7. Lead Times for Last Minute Bookings

The parties may, in writing, agree to vary the lead time requirements stated in this Schedule.

8. Conflict

Where there is conflict or inconsistency between a provision of this Schedule 3 and a provision of the General Terms and Conditions and/or Schedule 1, the provision in this Schedule 3 will have precedence and will apply to the extent of any conflict or inconsistency.

GENERAL TERMS AND CONDITIONS

TABLE OF CONTENTS

1. Definitions -----	2
2. Interpretation -----	3
HIRE AND USE -----	3
3. Agreement to Hire/Hire of Hire Area and Common Areas Only -----	3
4. Hire Period and Agreement Term -----	3
5. Use of the Venue -----	3
6. Booking Confirmation & Reservations Policy -----	3
SETTING UP THE HIRER'S EVENT -----	3
7. Event Plan and Liaison with The Trusts Arena -----	3
8. The Trusts Arena's Commitment -----	4
9. Preferred and Exclusive Suppliers -----	4
PAYMENTS -----	4
10. Deposit, Hire Fee, Bond, Service Charges -----	4
11. Hire Fee and CPI – (Consumer Price Index) -----	5
TERMINATION -----	5
12. Termination -----	5
13. Costs -----	5
14. Civil Defence Emergency -----	5
15. Major Events Take Precedence -----	6
HIRER'S OBLIGATIONS -----	6
16. Compliance with Trust Arena's Specific Requirements -----	6
17. Legal Compliance -----	6
18. Acknowledgement and Warranties -----	6
19. No Inducements -----	6
20. No Representations by The Trusts Arena -----	7
21. Use of Venue, Property, and Storage at Hirer's Risk -----	7
22. Insurance -----	7
23. Liability -----	7
24. Alterations & Decorations -----	7

25. Defects	7
26. Equipment Return and Reinstatement	7
27. Sponsorship	7
28. Electricians / Electrical Devices and Leads	7
29. Representatives	7
30. Hirer's Publication and Venue Images	7
31. Copyright Works	8
32. Broadcasting and Filming	8
33. Performing Rights	8
34. Communications/Statements	8

THE TRUSTS ARENA'S RIGHTS AND OBLIGATIONS-----8

35. The Trusts Arena's Access to and Control of the Venue	8
36. Duty Manager	8
37. Parking	9
38. Cleaning & Waste Management	9
39. Publicity	9
40. Signage	9
41. Redevelopment of the Venue	9
42. Destruction or Damage to the Venue	9
43. Claims against The Trusts Arena/Trusts Arena's Liability	9
44. The Trusts Arena's Reserved Tickets	9
45. Hosting	9

GENERAL PROVISIONS	10
46. Assignment	10
47. GST Clause	10
48. Disputes	10
49. Notices	10
50. Survival	10
51. Waiver	10
52. Governing Law	10
53. Force Majeure	10
54. Amendments/Variations	10
55. Entire Agreement	10
56. Implied Terms and Conditions Excluded	10
57. Paramountcy	10
58. Relationship between the Parties	10
59. Signature by Company	10
60. Counterparts	11
61. Severability	11
62. Confidentiality	11
63. Amendment to General Terms and Conditions	11

DEFINITIONS

1. DEFINITIONS

Unless the context otherwise requires the following words have the following meanings:

“Agreed Use” means the specific use for which the Hirer is able to use the Hire Area as set out in Schedule 1.

“Agreement” means the agreement relating to hiring the Hire Area for the Hire Period which comprises the Schedules, any other schedules, plans and annexures attached to them together with these General Terms and Conditions and any policies, procedures, guidelines and rules set out by The Trusts Arena relating to the use, occupation, services, safety and security of the Venue.

“Bond” means the bond (if any) set out in Schedule 1.

“Booking and Bumping Policy” means The Trust Arena’s booking and reservations policy as may be updated or amended by The Trusts Arena from time to time.

“Business Day” means any day of the week other than Saturday, Sunday, or any public holiday or regional holiday observed in Auckland.

“Caterer” means the caterer used for the Event subject to clause 9.3.

“Common Areas” means the areas shown coloured in yellow on the Venue Site Plan which the Hirer is authorised to use in common with The Trusts Arena and any other authorised user of the Venue.

“Consumer Price Index” means the Consumer Price Index (All Groups) as calculated by the Department of Statistics and published quarterly (or such replacement index (as reasonably nominated by The Trusts Arena) of the Consumer Price Index (All Groups) should that index cease to exist).

“Corporate Hospitality Packages” means any special promotional packages to the Event which may include such extras as food and beverage provided in a corporate dining setting and preferential/exclusive seating rights.

“Credit Card Surcharge” means any surcharge payable by the Hirer on credit card payments made under this Agreement and being at the rate determined by The Trusts Arena from time to time.

“Deposit” means the deposit paid on account of the Hire Fee as specified in Schedule 1.

“Due Date” means the due date for any payment as specified in Schedule 1.

“Duty Supervisor” means The Trusts Arena’s representative on duty at the Venue during the Hire Period.

“Event” means the event or activity to be staged by the Hirer at the Venue using the Hire Area.

“Force Majeure” means any event or circumstance beyond the reasonable control of the party claiming the existence of such event or circumstance which that party is unable to prevent or overcome by the exercise of reasonable care and at a reasonable cost, and includes but is not limited to:

- a) act of God, fire, earthquake, storm, flood or landslide;
- b) explosion or public mains water or electrical supply failure;

- c) sabotage, riot, civil disturbance, insurrection, epidemic, natural or civil emergency (whether in fact or law), act of terrorism or act of war (whether declared or not);
- d) unavoidable accident, but does not include:
 - (i) any labour strikes, lockouts or unrest by any employees or independent contractors of the Hirer; or
 - (ii) lack of funds for any reason.

“General Terms and Conditions” means these general terms and conditions.

“Gross Revenue from Ticket Sales” means, in relation to a Public Event, the total revenue received by the Ticketing Agent on behalf of the Hirer in relation to ticket sales for the Event being the ticket price less:

- a) GST; and
 - b) inside charges; and,
 - c) any credit card fees charged by the Ticketing Agent; and,
 - d) any printing charges payable to the Ticketing Agent -
- but excluding revenue (if any) received by the Ticketing Agent on account of tickets sold as part of a Corporate Hospitality Package.

“Hire Area” means those areas within the Venue or any area adjacent to the Venue to be hired or used by the Hirer either exclusively or in common with others, as detailed in the Venue Site Plan.

“Hire Fee” means the Hire Fee set out in Schedule 1 (but subject to adjustment in accordance with clause 11).

“Hire Period” means the period specified in Schedule 1.

“Hirer” means the person named as the Hirer in Schedule 1 where the context requires and includes:

- a) those persons for whom the Hirer is responsible, being, by way of example only the Hirer’s Representatives, employees, agents, volunteers, contractors, exhibitors, promoters, invitees, Patrons, performers, participants; and
- b) the Hirer’s successors and assigns.

“Hirer’s Publications” means all promotions, advertising, signage and other like materials, tickets, broadcasting, television, film, electronic media or other publications produced by or on behalf of the Hirer related to the Event.

“Hirer’s Representatives” mean those persons nominated in writing by the Hirer with authority to make arrangements on behalf of the Hirer with The Trusts Arena.

“Losses” means, without limitation, any damage, cost, loss, claim, expense or liability of whatever nature (including the costs referred to in clause 13 together with default interest specified in clause 10.2(f)) incurred or sustained by a party by reason of the acts or omissions of the other party (including the breach of this Agreement by the first party) and, in relation to The Trusts Arena, means any damage, cost, loss, claim, expense or liability of whatever nature incurred or sustained by The Trusts Arena:

- a) as a result of the Hirer’s acts or omissions and/or the Hirer hiring the Venue; or
- b) that is caused directly or indirectly by Patrons or other persons for whom the Hirer is responsible.

“Major Event” means an event which the Governor General by order in Council declares to be a Major Event in accordance with the powers contained in Section 7 of the Major Events Management Act 2007.

“Merchandise” means any goods (including programmes) to be bought and sold at the Venue during the Event.

"Merchandise Service Fee" means that percentage of the gross revenue of all Merchandise sales and any associated costs of services provided by The Trusts Arena in relation to sale of Merchandise as set out in Schedule 1.

"Pack-In" means and refers to that part of the Hire Period during which the Hirer erects and installs any infrastructure needed for the Event in the Hire Area and during which the Hirer prepares the Hire Area and the Venue for the Event.

"Pack-Out" means and refers to that part of the Hire Period after completion of the Event during which the Hirer must remove its entire Event infrastructure from the Hire Area and the Venue.

"parties" means The Trusts Arena and the Hirer.

"Patron" means a person attending the Venue for an Event and "Patrons" has a corresponding meaning.

"Private Event" means an event or activity not open to the general public.

"Public Event" means an event or activity which is stated to be a Public Event in Schedule 1 being an Event which is open to the general public irrespective of whether a ticket is required for entry.

"Service Charges" means the total amount payable by the Hirer to The Trusts Arena for all Services provided under this Agreement.

"Services" means those services provided by The Trusts Arena as set out in Schedules 1-4, which may include but is not limited to catering, security, technical support, supply of equipment, parking, cleaning, supply of employees and personnel and other services provided to the Hirer by The Trusts Arena or the Venue or their contractors.

"The Trusts Arena" means the Waitakere City Stadium Trust, being the owner and operator of the Venue.

"Ticketing Agent" means service provider used by the Hirer to provide ticketing services for the Event pursuant to clause 9.

"Venue" means The Trusts Arena located at 65-67 Central Park Drive, Henderson, Auckland.

"Venue Images" means the name, logo/s, trademark/s (registered or unregistered), and images of or relating to the Venue and The Trusts Arena and its facilities;

"Venue Resource Consent" means the resource consent granted to The Trusts Arena by Auckland Council under the operative District Plan/proposed District Plan.

"Venue Site Plan" means the plan attached to this Agreement showing the inside Hire Area under this Agreement outlined in red, the outside Hire Area outlined in green, and any Common Areas that The Trusts Arena will allow the Hirer to access outlined in yellow.

2. INTERPRETATION

In the construction of this Agreement, unless a contrary intention appears:

- a) headings are for reference only and will be ignored in interpreting the provisions of the Agreement;
- b) words in the singular include the plural and vice versa;
- c) a reference to a person includes a partnership and a body, whether corporate or not;
- d) a reference to a Schedule is a reference to a Schedule to this Agreement;
- e) time will be of the essence in any provision where a time or period is given;

- f) any reference to laws, legislation or statutory requirements includes a reference to regulations or any other form of delegated legislation or local body bylaws, codes or rules or to any legislation in substitution for, or in amendment of, the legislation or statutory requirements;
- g) words that are derived from a defined term will have a similar meaning to the defined term; and
- h) all references to dollar amounts and fees payable under this agreement are references to New Zealand Dollars.

HIRE AND USE

3. AGREEMENT TO HIRE/HIRE OF HIRE AREA AND COMMON AREAS ONLY

3.1 The Trusts Arena reserves the right to refuse to hire any part of the Venue without stating any reason for the refusal.

3.2 Despite anything else contained in this Agreement, The Trusts Arena reserves the right to cancel any booking at any time in accordance with The Trusts Arena's Booking and Bumping Policy.

3.3 Subject to clause 6, The Trusts Arena licenses the Hirer to use the Hire Area and the Hirer agrees to take on licence the Hire Area for the Hire Period on the terms and conditions set out in this Agreement.

4. HIRE PERIOD AND AGREEMENT TERM

4.1 This Agreement may apply to more than one Event. Where the Hire Period is in respect of multiple Events, this Agreement will operate for every such Event specified in Schedule 1 provided that The Trusts Arena may change the prices included in this Agreement for any Event in accordance with clause 11.

4.2 Contractors engaged by the Hirer must operate within the Hire Period. The Hirer may at its discretion increase the Hire Fee if the Hirer's contractors require access before the Pack-in Date or after the Pack-out Date.

4.3 Without limiting clause 16.3(b), deliveries before and after the Hire Period will only be accepted if The Trusts Arena has first agreed to them.

4.4 The term of this Agreement runs from the date this Agreement is signed by all parties until the earlier of the:

- a) end of the Hire Period; or
- b) date this Agreement is cancelled or terminated in accordance with its provisions.

5. USE OF THE VENUE

5.1 The Hirer may only use or access the Hire Area on a day/s within the Hire Period.

5.2 The Hirer will not use or permit to be used the whole or any part of the Hire Area for any use other than for the Agreed Use.

5.3 The Hirer will pay such further charges as determined by The Trusts Arena on demand if any part of the Venue other than the Hire Area is used by the Hirer or for anything other than the Agreed Use.

5.4 Without limiting clause 17. 6 the Hirer will co-operate with other occupiers, users and hirers of the Venue and take all reasonable steps to avoid disruption or inconvenience to them.

5.5 The Hirer must ensure that the number of people in the Venue does not exceed the Maximum Capacity of Venue stated in Schedule 1. The Hirer will be liable for the fines, costs or expenses that The Trusts Arena may incur if this maximum capacity is exceeded.

6. BOOKING CONFIRMATION & RESERVATIONS POLICY

6.1 No booking is confirmed until this Agreement is signed, the Hirer has paid the Deposit, and the Hirer has provided evidence to The Trusts Arena that it is a legal entity (e.g. certificate of incorporation where a corporate entity).

6.2 The Hirer will not advertise, promote, or announce any function or event in or at the Hire Area or Venue until the booking is confirmed. If the Event is a Public Event, tickets to the Event cannot be sold until the booking is confirmed.

SETTING UP THE HIRER'S EVENT

7. EVENT PLAN, LIAISON WITH THE TRUSTS ARENA, AND MERCHANDISING

7.1 Where required by The Trusts Arena the parties will work together to develop an Event plan immediately after this Agreement has commenced. The Event plan may include among other things the Hirer's health and safety plan for all activities undertaken within the Hire Period as required by clause 17, a risk management plan, an evacuation plan, an Event site plan, equipment plan, a Pack-in and Pack-out plan, cleaning requirements, onsite traffic management plan, catering, security, and any other requirements that The Trusts Arena may reasonably require. The Trusts Arena must approve any Event plan as a condition of this Agreement not less than 10 Business Days before the Pack-in Date.

7.2 The Hirer must immediately notify The Trusts Arena of any changes proposed to the approved Event plan and any changes are subject to approval by The Trusts Arena.

7.3 The Trusts Arena will maintain overall supervision and control of the Venue during the Hire Period so as to protect the Venue. The Trusts Arena's supervision and control does not limit or reduce the Hirer's responsibilities and/or liability under this Agreement. The Trusts Arena has the right to play a pre-recorded emergency and evacuation audio message prior to commencement of the Event and may require or play other health and safety announcements as considers necessary for the Event or the Venue from time to time (acting reasonably).

7.4 If the Hirer wishes to sell any Merchandise at the Venue during the Hire Period the Hirer must first obtain The Trusts Arena's approval. The Hirer will pay the Merchandise Service Fee and provide certified evidence of the gross revenue of all Merchandise sales during the Hire Period to The Trusts Arena within 2 Business Days after the Event.

8. THE TRUSTS ARENA'S COMMITMENT

The Trusts Arena will:

- a) ensure the Venue is ready and set up in accordance with the Event plan prepared under clause 7 no later than one hour before the start of the Hire Period or as set out in the Event plan;
- b) for the Hirer's protection, only accept changes to the items set out in the Schedules or the Event plan that are authorised by the Hirer's Representatives;
- c) use its best endeavours to respond to any written requests for change to the items set out in the Schedules or the Event plan within five Business Days of receiving them.

9. PREFERRED AND EXCLUSIVE SUPPLIERS INCLUDING SECURITY, CATERING, TICKETING

9.1 The Trusts Arena has preferred supplier relationships with certain parties, particularly in relation to cash handling, audio and audio visual equipment and services to the Venue. If the Hirer does not use The Trusts Arena's preferred suppliers, The Trusts

Arena may appoint its preferred supplier to oversee any activities undertaken by parties contracted to the Hirer to ensure that the activities meet the standards and requirements of The Trusts Arena (acting reasonably). The costs incurred by The Trusts Arena in making these arrangements are chargeable to and payable by the Hirer.

9.2 Requirements for security will be discussed with the hirer before the event and a security plan worked in accordance to the requirements of both parties. The Trusts Arena will ensure appropriate security for the Event is engaged and provided by The Trusts Arena's exclusive security supplier. The Hirer must comply with clause 16.2 and Schedule 2 at all times. All costs and charges in relation to security will be payable by the Hirer as set out in Schedule 1. The Trusts Arena may require the Hirer to use additional security staff or security measures for the Event where any unexpected or heightened risks are identified or perceived by The Trusts Arena (acting reasonably). The cost of all such additional security staff or measures shall be met by the Hirer.

9.3 The Trusts Arena has an exclusive Caterer arrangement as set out in Appendix C. All costs and charges in relation to catering will be payable by the Hirer as set out in Schedule 1. For the avoidance of doubt, only The Trusts Arena and the Caterer may sell and/or supply alcohol at the Venue and no other purchase or supply arrangements of any kind will be permitted. The Trusts Arena will close any bar or cease supply of alcohol if it considers that a breach of the Sale of Liquor Act 1989, Sale and Supply of Alcohol Act 2012, or any other legislation, regulation, licence, permit or consent is likely or it is otherwise concerned as to the safety of any person or the security of the Venue or any other property.

9.4 The Hirer acknowledges that The Trusts Arena has an exclusive supply agreement for ticketing through Ticketek.

9.5 Where clause 9.4 applies, the Hirer agrees that:

- a) it must have a clear, legally compliant refund policy where an Event is interrupted, cancelled or postponed and this policy must be clearly communicated to The Trusts Arena, the Ticketing Agency, and purchasers of tickets for the Event; and
- b) it must not before the Event request or receive any proceeds of the Tickets from the Ticketing Agent; and
- b) it will instruct, and the Trusts Arena is authorised by the Hirer to instruct, the Ticketing Agent to before effecting its settlement with the Hirer after the Event first deduct any amounts due to The Trusts Arena under this Agreement and pay them to The Trusts Arena. For the avoidance of doubt any amounts payable by the Hirer and not covered by such a deduction will remain payable by the Hirer to The Trusts Arena in accordance with this Agreement.

PAYMENTS

10. DEPOSIT, HIRE FEE, BOND, SERVICE CHARGES

10.1 The Hirer must pay The Trusts Arena all fees set out in Schedule 1 and this clause 10 in the manner and on the dates specified in Schedule 1. All payments must be made without deduction or set off. All amounts payable are subject to change where permitted by this Agreement.

10.2 The Hirer must also pay any extra costs, expenses and charges incurred by The Trusts Arena specifically related to the Event.

a) DEPOSIT

The Hirer must pay the Deposit specified in Schedule 1 at the time and in the manner specified in Schedule 1. The Deposit is a payment on account of the Hire Fee.

b) HIRE FEE

The Hirer must pay the Hire Fee specified in Schedule 1 at the time/s and in the manner/s specified in Schedule 1.

The Hire Fee shall be the amount specified as the Hire Fee in Schedule 1 except in cases where there is a Gross Revenue from Ticket Sales Percentage specified in Schedule 1. In that case, the Hire Fee will be an amount which is the greater of either:

(i) the Hire Fee specified in Schedule 1; or

(ii) an amount which is equivalent to the Gross Revenue from Ticket Sales multiplied by the Gross Revenue from Ticket Sales Percentage set out in Schedule 1, except that the Hire Fee will not exceed the Maximum Hire Fee if one is specified in Schedule 1.

Where there is a Gross Revenue from Ticket Sales Percentage specified in Schedule 1, the Hirer authorises The Trusts Arena within the period that is 10 days before the Event to obtain a report from the Ticketing Agent for the Event stating the Gross Revenue from Ticket Sales. If at that time the Gross Revenue from Ticket Sales multiplied by the Gross Revenue from Ticket Sales Percentage set out in Schedule 1 is less than the Hire Fee, The Trusts Arena may at its discretion require the Hirer to immediately pay the difference to The Trusts Arena. Such a payment will be treated as a Deposit for the purposes of this Agreement.

The Hire Fee covers only the Venue hire. Service Charges are payable in addition to the Hire Fee.

c) BOND

The Hirer must pay the Bond specified in Schedule 1 at the time and in the manner specified in Schedule 1.

The Bond, less any amounts retained by The Trusts Arena under this Agreement, will be repaid to the Hirer within 20 Business Days of the Pack-out Date. The Trusts Arena may retain out of the Bond amounts (as determined by The Trusts Arena acting reasonably) to cover Losses sustained by The Trusts Arena. The payment of the Bond does not limit the Hirer's liability in relation to Losses sustained by The Trusts Arena.

If the Hirer provides a bank deposit slip amounts payable to the Hirer can be direct credited to the Hirer's bank account.

d) SERVICE CHARGES

The Hirer must pay the Service Charges specified in Schedule 1 at the time and in the manner specified in Schedule 1.

The Hirer must also pay on demand any further Service Charges as determined by The Trusts Arena (acting reasonably) for costs that arise as a result of the Event including but not limited to traffic management and parking, any alterations to the Venue's occupancy permit, and additional cleaning of the Venue including any change rooms, toilets and showers not left in a tidy condition.

e) PAYMENT OPTIONS

In relation to Deposits, Hire Fees, and Service Charges for Events that are not ticketed via The Trusts Arena's Ticketing Agent the following payment options are available: i. cheque, provided that payment is made ten Business Days earlier than the relevant Due Date specified in Schedule 1; ii. direct credit, provided that payment quotes the Hirer's booking number stated in Schedule 1 and invoice number (if applicable); iii. credit card, provided that The Trusts Arena may charge the Credit Card Surcharge to the Hirer.

f) FAILURE TO PAY/LATE PAYMENT

Failure to pay any amount on time may lead to cancellation of the Hirer's booking.

Late payments will incur default interest calculated at 2.5% of the Hire Fee per calendar month.

g) CANCELLATION BY HIRER Once a booking is confirmed in accordance with clause 6 and the Event is subsequently cancelled by the Hirer, the following charges apply: (i) where the Hirer gives less than three months notice of cancellation, the Hirer will forfeit the entire Deposit. (ii) where the Hirer gives less than 14 days notice of cancellation, the Hirer will be liable to pay the full Hire Fee within 7 days of cancellation. (iii) where the Hirer gives less than 3 days notice of cancellation, the Hirer will be liable to pay 100% of Hire Fee and estimated Service Charges (including, but not limited to, catering charges as provided for in Schedule 3) within 7 days of cancellation.

11. HIRE FEE AND CPI – (CONSUMER PRICE INDEX)

11.1 The Hire Fee specified in Schedule 1 applies to only the first Event occurring under this Agreement. If this Agreement relates to Events that occur over more than one year and if a price review mechanism is not specified in Schedule 1, this clause 11 will apply in relation to a Hire Fee review for each subsequent Event as detailed below.

The Hire Fee will be reviewed for each subsequent Event on the anniversary of the first Event. The new Hire Fee and Maximum Hire Fee (if applicable) will be an amount determined in accordance with the following formula:

$$D = A \times (B/C)$$

Where:

A = Hire Fee for the hireage in the year immediately preceding the review date;

B = Consumer Price Index ending on the quarter immediately preceding the review date;

C = Consumer Price Index ending on the quarter immediately preceding the date of the first Event or the date of the immediately preceding review, whichever is the later;

D = Hire Fee for the next Event following the review date - provided that (B/C) will never be less than 1.

11.2 If a price review mechanism is specified in Schedule 1 then the Hire Fee for each subsequent Event will be increased by the greater of either the mechanism stated in:

- a) this clause 11; or
- b) Schedule 1.

TERMINATION

12. TERMINATION

12.1 Termination by The Trusts Arena: The Trusts Arena may immediately terminate this Agreement either in whole or in part by notice in writing to the Hirer, if:

- a) the Hirer fails to pay any sum of money payable to The Trusts Arena under this Agreement on the Due Date;
- b) the Hirer makes any incorrect or misleading statement to The Trusts Arena that The Trusts Arena considers is material to this Agreement, or fails to disclose any proposed activities, performances or displays that may reasonably be considered to be offensive to members of the general public;
- c) The Trusts Arena (acting reasonably) considers there is a real likelihood of material damage to the Venue at any time as a result of the Event or as a result of booking the Event, or as a result of forecast or actual weather that would result in serious damage to the playing surfaces.
- d) the Hirer has breached this Agreement or is in default under this Agreement and, in cases where the breach or default can be remedied, the breach or default is not remedied within a reasonable time (as determined by The Trusts Arena in its sole discretion) from the date The Trusts Arena has notified the breach or default and requested the Hirer to remedy such breach or default;
- e) the Hirer enters into any arrangement, composition or assignment with its creditors or becomes unable to pay debts as they fall due;
- f) any secured creditor of the Hirer goes into possession of any business or undertaking of the Hirer either by itself or by any agent or any Receiver is appointed over any business or undertaking by the Hirer, if the Hirer (being a natural person) has an order of bankruptcy made against him or her, if an application for the liquidation of the Hirer (being a company) is made or there is a resolution or requirement that the Hirer be put into liquidation.

12.2 No termination (in whole or part) will affect the Hirer's liability to pay any money under this Agreement. Any Deposit paid will not be refunded by The Trusts Arena if it terminates this Agreement under this clause 12. In addition to any other remedies available to The Trusts Arena, the Hirer will be liable to The Trusts Arena for the amount of:

- a) any Service Charges in accordance with the provisions of clause 10.2(g);
- b) any decrease in the amount of any Hire Fees achieved by The Trusts Arena from any substitute hirer of the Venue for the Hire Period or any part of it; or
- c) any Losses suffered by The Trusts Arena.

12.3 On termination under this clause 12 the Hirer will immediately remove all the Hirer's property, vacate the Venue and immediately deliver to The Trusts Arena all property belonging to The Trusts Arena.

12.4 The Hirer will have no entitlement to claim Losses from The Trusts Arena as a result of termination under this clause or cancellation where clauses 14 and 15 apply.

12.5 Termination will be without prejudice to The Trusts Arena's right to recover the Hire Fee and other money payable by the Hirer under this Agreement and without prejudice to the rights of either party against the other in respect of an earlier breach of any of the provisions contained or implied in this Agreement.

13. COSTS

The Hirer will pay all The Trusts Arena's debt collection costs and its legal costs (on a solicitor/client basis) of, and incidental to, the enforcement or attempted enforcement of The Trusts Arena's rights, remedies, and powers under this Agreement.

14. CIVIL DEFENCE EMERGENCY

The Hirer acknowledges and agrees that if the Venue is an emergency welfare centre for Civil Defence purposes, and a civil defence emergency occurs, the Venue in part or in its entirety may be required for use as an emergency welfare centre without notice. In that case the Hirer will vacate the Hire Area and the Venue immediately without any right to compensation except that any payments made on account of the Hire Fee will be refunded to the Hirer.

15. MAJOR EVENTS TAKE PRECEDENCE

15.1 The Trusts Arena reserves the right at its discretion to either cancel the Event or use reasonable endeavours to move the Event to an alternative date should The Trusts Arena require the Hire Area for a Major Event in line with its applicable booking and bumping policy.

15.2 Where this clause 15 applies, no compensation is payable by The Trusts Arena but any payments made on account of the Hire Fee or Service Charges will be either:

- a) applied by The Trusts Arena towards the cost of the Event on an alternative date; or
- b) refunded to the Hirer if the Event is cancelled.

HIRER'S OBLIGATIONS

16. COMPLIANCE WITH TRUST ARENA'S SPECIFIC REQUIREMENTS

16.1 The Hirer will ensure that the use of the Hire Area by the Hirer and those persons for whom the Hirer is responsible, complies with:

- a) the terms of this Agreement; and
- b) any policies, procedures, guidelines and rules set out by The Trusts Arena relating to the use, occupation, safety, services and security of the Venue, of which the Hirer will be provided a copy; and
- c) all requests of The Trusts Arena or any emergency services.

16.2 The Hirer must adequately supervise and control all Patrons and ensure that only persons subject to the discretion and control of the Hirer are given access to the Hire Area. Trusts Arena may at its discretion set security and appropriate behaviour standards or levels of supervision for the Event as set out in Schedule 2, and may direct that the Hirer at its sole cost engage additional security or the assistance of the New Zealand Police to achieve those standards or levels of supervision.

16.3 The Hirer must not, in or adjacent to the Venue during the Hire Period, without the prior approval in writing of The Trusts Arena:

- a) hawk, sell, dispose of or supply any goods or services whatsoever;
- b) bring to or into the Venue any firearms, explosives, flammable liquids, or other hazardous or dangerous substances (including dry ice, smoke machines, fireworks or pyrotechnics) nor any heavy plant, machinery or other equipment which may cause damage or injury to property or persons, except with the prior written consent of The Trusts Arena and then only in accordance with The Trusts Arena's conditions of that consent. Notwithstanding any such consent, the Hirer will indemnify The Trusts Arena to the fullest extent permitted by law in respect of any liability or expense it incurs as a result of any such damage or injury;
- c) bring or permit to be brought in any animal (except registered guide and/or hearing dogs);
- d) alter, move or remove any fixture, fitting or furnishing;
- e) collect any money;
- f) conduct any game of chance, or mixed chance and skill, sweepstake or lottery without the necessary permits;
- g) bet or wager, or permit any person to bet or wager;
- h) erect any marquee, hut, stall or similar structure or do so contrary to any condition imposed by The Trusts Arena;
- i) bring or permit to be brought in any dangerous goods including glass containers, which shall only be permitted in the Venue's function rooms. The Trusts Arena will have the right to confiscate any glass containers;
- j) bring or permit to be brought in any confetti;
- k) apply or permit to be applied any chalk, resin, talcum powder or any other substances to the Venue's floor or walls.

17. HEALTH AND SAFETY AND LEGAL COMPLIANCE

17.1 Without limiting anything else in this Agreement the Hirer will provide a detailed health and safety plan for the Event that is acceptable to The Trusts Arena in all respects as soon as possible after this Agreement is signed, and in any event not less than 10 Business Days before the Pack-in Date. The Hirer acknowledges and agrees that it will not be permitted to access the Venue during the Hire Period until such time as this clause 17.1 has been complied with to The Trusts Arena's satisfaction.

17.1 The Hirer must liaise with The Trusts Arena's nominated engineer no later than 14 days before Pack-In regarding any load to be applied to the roof of the Venue and must, before Pack-In commences, secure the approval of The Trusts Arena's nominated

engineer and The Trusts Arena for the Hirer's intended use of the roof and comply with any requirements imposed by The Trusts Arena's nominated engineer and/or The Trusts Arena.

17.2 The Hirer acknowledges the load limitation criteria of the Venue's roof as follows: a) any items to be attached to the roof must be approved by The Trusts Arena's nominated engineer at cost to the client. Plans for all roof fixings including weight and location must be submitted to The Trusts Arena in accordance with clause 17.2.

17.3 If approved by The Trusts Arena's nominated engineer, all of his/her instructions must be strictly followed by the Hirer and their sub-contractors or The Trusts Arena may immediately withdraw the Venue and suspend all activities in the Venue without penalty.

17.4 The Hirer acknowledges that non-compliance with the limitations above or any requirements imposed by The Trusts Arena's nominated engineer could result in catastrophic roof failure.

17.5 The Venue is strictly a 'no smoking or vaping' venue and the Hirer must strictly adhere to and enforce this policy and the requirements of the Smoke Free Environments Act 1990, Smoke-free Environments Amendment Act 2003, and any statutory amendments at all times. For the avoidance of doubt 'No Smoking' means that any form of smoking on stage as part of a performance is not permitted. Where designated outdoor smoking areas are required for an Event, the Hirer must specifically discuss this requirement with The Trusts Arena when the Hirer confirms the Venue set-up under clause 7.1.

17.6 The Hirer will consult, co-operate and co-ordinate activities and facilitate engagement with The Trusts Arena and any other persons (including without limitation other hirers or users of the Venue or service providers to the Venue) to the extent that the parties have overlapping duties in relation to health and safety, including but not limited in relation to Patrons and invitees to the Venue.

17.7 The Hirer will ensure that it and every person working at its direction or under its control working or otherwise at the Venue during the Hire Period acts in accordance with and at all times complies with the law and:

a) the Venue's policies and procedures regarding health and safety, building security and access, including but not limited to evacuation procedures,

maximum number of persons at the Venue, no smoking policy, etc;

b) all of The Trusts Arena's directions;

c) its obligations and duties under the Health and Safety in Employment Act 1992 and/or the Health and Safety at Work Act 2015.

17.8 The Hirer will immediately notify The Trusts Arena of:

a) any risks or hazards which the Hirer observes or becomes aware of at the Venue; and

b) any near miss, notifiable event, incident, injury, illness, or accident it becomes aware of at the Venue.

17.9 The Hirer will provide The Trusts Arena with such assistance as may be necessary to conduct any health and safety review or investigation.

17.10 The Hirer must at all times comply with all applicable New Zealand laws, bylaws, regulations, codes, standards, liquor licensing, and resource consents (including without limitation the Venue Resource Consent, all licences for public assembly, and in relation to noise control).

17.6 Without limiting anything else in this Agreement the Hirer will:

a) run the Event in accordance with the best industry standards;

b) comply with the fire safety evacuation scheme for the Venue;

c) comply with the relevant requirements of the Sale of Liquor Act 1989, Sale and Supply of Alcohol Act 2012, and any liquor licence obtained for the Event;

d) obtain as necessary and comply with any resource consent/s required or issued for the Event;

e) comply with the District Plan guidelines for noise during the Event and any noise restrictions which apply to the Venue;

- f) comply with any relevant hygiene and care requirements if animals are involved in the Event; and
- g) comply with copyright laws.

17.7 Copies of all licences, permits, consents or certificates must be provided to The Trusts Arena not less than 10 Business Days before the Pack-in Date.

17.8 The Hirer is liable for all costs and expenses of complying with this clause 17.

18. ACKNOWLEDGEMENT AND WARRANTIES

18.1 By signing this Agreement the Hirer warrants that the Event and the use of the Venue have been accurately described to The Trusts Arena during pre-contractual discussions and/or negotiations and/or proposals and/or as is set out in this Agreement or as amended in writing by agreement between the parties. The Hirer warrants that the Venue will not be used for performance or activity that is:

- a) of an objectionable nature; or
- b) in breach of reasonable standards of public decency; or
- c) likely to create a nuisance, danger, risk, or annoyance to any other person, or the property of The Trusts Arena, or damage the reputation of the Venue or The Trusts Arena.

18.2 The Trusts Arena reserves the right to cancel any performance or activity immediately upon written notice where in the opinion of The Trusts Arena, acting reasonably, such performance or activity is objectionable, in breach of reasonable standards of public decency, or likely to create a nuisance, danger, risk, or annoyance to any other person, or the property of The Trusts Arena, or damage the reputation of the Venue or The Trusts Arena.

19. NO INDUCEMENTS

The Hirer warrants to The Trusts Arena that no form of inducement or reward has been or will be directly or indirectly provided to any of The Trusts Arena's staff or representatives.

20. NO REPRESENTATIONS BY THE TRUSTS ARENA

20.1 The Hirer is deemed to have inspected the Venue and to have become adequately acquainted with the Venue, its equipment, and Services.

20.2 The Hirer acknowledges that The Trusts Arena has made no representation concerning the adequacy or appropriateness of the Venue, its equipment, and/or Services for the Hirer's purposes or the Event.

21. USE OF VENUE, PROPERTY, AND STORAGE AT HIRER'S RISK

21.1 Use and occupation of the Venue by the Hirer is at the Hirer's own risk in all cases.

21.2 The Trusts Arena, its officers, and agents will not under any circumstances be responsible to the Hirer or any other person for damage to, or loss, theft, or removal of any property brought or left by any person (including the Hirer) in any part of the Venue, including any cloakroom or dressing room. The Hirer indemnifies The Trusts Arena, its officers, and agents from and against all claims, demands, actions, and proceedings in respect of any such damage, loss, theft, or removal, or any loss sustained by any person in consequence of such damage, theft, or removal.

21.3 Equipment and/or goods stored at the Venue outside of the Hire Period may incur a storage fee.

22. INSURANCE

22.1 For all Events, the Hirer will obtain and maintain (and will produce to The Trusts Arena not later than 10 Business Days before the Pack-in Date evidence of) public liability insurance for not less than \$5,000,000 with an insurance company approved by The Trusts Arena.

22.2 The policy must include as a named insured The Trusts Arena and the officers, agents, and contractors of The Trusts Arena, a cross liability clause, and will be endorsed so that the underwriters waive their rights of recourse on The Trusts Arena and the officers, agents, and contractors of The Trusts Arena.

22.3 The Hirer acknowledges it is an essential term of this Agreement that the Hirer complies with this clause and The Trusts Arena will be entitled to prevent the Hirer's Event from occurring at the Venue until the Hirer has complied with this clause.

23. LIABILITY

The Hirer will be liable to The Trusts Arena for any Losses arising as a result of:

- a) The Hirer not complying with any matter set out in clauses 16 or 17;
- b) The Hirer's acts or omissions or the acts or omissions of a Patron or any person for whom the Hirer is responsible;
- c) The Hirer's failure or the failure of a Patron or any person for whom the Hirer is responsible to comply with any provision of this Agreement or rules set out by The Trusts Arena.

24. ALTERATIONS & DECORATIONS

24.1 The Hirer must not make nor allow to be made any alterations or additions to any part of the Venue nor hang any items from the walls or ceiling (including, without limitation, decorating the Venue) or install any electrical or mechanical device without first obtaining the written consent of The Trusts Arena.

24.2 The Trusts Arena will inspect the Venue the next Business Day after the Hire Period ends to assess any damage. The Hirer may arrange to be present during this inspection.

24.3 If any damage occurs this will be repaired by The Trusts Arena's contractor at the Hirer's cost.

24.4 The cost of making good any resulting damage to the Venue or Services to the Venue will be payable by the Hirer in addition to any other money payable under this Agreement.

25. DEFECTS

The Hirer will give to The Trusts Arena prompt notice of any incident which occurs, or any defect in the Venue of which the Hirer becomes aware.

26. EQUIPMENT RETURN AND REINSTATEMENT

26.1 The Hirer must ensure that any equipment used during the Hire Period is returned to the place it was found at the commencement of the Hire Period.

26.2 The Hire Area (including all buildings and structures, internal and external, walls, grass, hard surfaces, and any equipment) must be reinstated by the Hirer at its sole cost to at least the condition it was in immediately before the Hire Period commenced. All reinstatement must be completed within the Hire Period, after which time The Trusts Arena may complete reinstatement on the Hirer's behalf and at the Hirer's cost under clause 24.3.

27. SPONSORSHIP

27.1 The Hirer must discuss any sponsorship requirements for the Event prior to entering into an agreement with The Trusts Arena.

27.2 The Hirer must not enter into sponsorship arrangement for the Event:

- a) that would be materially detrimental or inconsistent with the goodwill or reputation of The Trusts Arena and/or the Venue Images; and/or
- b) that The Trusts Arena determines (acting reasonably) is in conflict with or may prejudice any existing or prospective sponsorship arrangements of The Trusts Arena.

28. ELECTRICIANS / ELECTRICAL DEVICES AND LEADS

The Hirer will ensure that:

- a) its electrical contractors comply with the requirements of The Trusts Arena; and
- b) any electrical devices used at the Venue are used in a manner which complies with The Trusts Arena's requirements, and the Hirer will indemnify The Trusts Arena for any Losses which occur as a result of a breach of this clause.

29. REPRESENTATIVES

The Hirer must confirm the name and contact details of the Hirer's Representatives to The Trusts Arena on signing of this Agreement. The Hirer's Representatives must have the authority to direct all and any of the Hirer's employees, agents, contractors or invitees, must be contactable by The Trusts Arena at all times during the Hire Period and must be at the Venue during the Event and have authority to authorise Event-related expenses.

30. HIRER'S PUBLICATION AND VENUE IMAGES

30.1 The Hirer acknowledges that the high quality and accuracy of the Hirer's Publications and the proper, correct use of the Venue Images are important to the continuing success of The Trusts Arena, the Venue, and events conducted there, and to the reputation and image of The Trusts Arena and the Venue and its facilities. Accordingly, the Hirer agrees:

- a) not to use or distribute any Hirer's Publications containing Venue Images unless they are first approved by The Trust Arena;
- b) to ensure that the Hirer's Publications show any approved Venue Images accurately, without any abbreviations or other representations in substitution for them;
- c) that if the Hirer proposes to sell or issue tickets for the Event, to include in all promotional material containing Venue Images any detail The Trusts Arena reasonably requires (such as the Venue opening hours and a map showing the location of the Venue);
- d) to ensure that any person for whom the Hirer is responsible complies with sub-clauses (a) – (c) inclusive.

30.2 The Trusts Arena agrees to act reasonably when asked for its approval in relation to any matter contemplated by this clause 30 and to treat as confidential any material given to The Trusts Arena for its approval.

31. COPYRIGHT WORKS

31.1 In using the Venue the Hirer will not infringe or breach any copyright or permit or allow any copyright to be infringed by any person for whom the Hirer is responsible. The Hirer will obtain and comply with the terms of any licence required from any holder or owner of copyright which is required for the Event or for any performance related to the Event.

31.2 The Hirer will indemnify The Trusts Arena if The Trusts Arena suffers any Losses as a result of the Hirer or any person for whom the Hirer is responsible breaching the obligations stated in this clause.

32. BROADCASTING AND FILMING

32.1 The Hirer will not make (or permit the making of) any audio and/or audio visual recording and it will not grant broadcasting or filming rights related to Event without the prior written consent of The Trusts Arena. The Trusts Arena may impose conditions and requirements on the Hirer incidental to the giving of consent under this clause. Cameras may be brought into and used inside the Venue for private (but not commercial) purposes.

32.2 The Trusts Arena will not be responsible for any consequences arising from any matter contemplated by this clause 32 (including allegations of breach of privacy or infringement of intellectual property by a third party) and the Hirer will indemnify The Trusts Arena for any Losses suffered in connection with any matter contemplated by this clause 32.

33. PERFORMING RIGHTS

The Hirer is solely responsible for obtaining all necessary consents from all persons interested in the copyright or performing rights of any matter used by the Hirer. The Hirer will indemnify The Trusts Arena if The Trusts Arena suffers Losses as a result of the Hirer or any person for whom the Hirer is responsible breaching the terms of this clause.

34. COMMUNICATIONS/STATEMENTS

34.1 The Hirer will not make any announcements, publicity, statements or disclosures about any matter related to this Agreement, including, by way of example only, The Trusts Arena, The Trusts Arena's staff, contractors or service providers, the Venue and its facilities, except in a form and manner acceptable to The Trusts Arena or as may be required by law.

34.2 Before the Hirer communicates with any neighbours of the Venue, the information to be provided must be approved by The Trusts Arena and The Trusts Arena reserves the right to have that information and communication sent by The Trusts Arena itself (as opposed to the Hirer), and to be present in any meetings between the Hirer and any neighbours of the Venue.

34.3 Despite anything else in this Agreement, The Trusts Arena reserves the right to provide the Hirer's details to any industry, regulatory or law enforcement authority in connection with any aspect of the Event as it sees fit.

THE TRUSTS ARENA'S RIGHTS AND OBLIGATIONS

35. THE TRUSTS ARENA'S ACCESS TO AND CONTROL OF THE VENUE

35.1 The Trusts Arena is entitled to enter the Venue at any time (without notice) for any reasonable purpose related to The Trusts Arena's business (but not to attend the Event as a Patron). Such access will be carried out without undue interference with the Hirer's use of the Venue.

35.2 The Trusts Arena has its own Venue security pass which all The Trusts Arena's staff associated with operating the Venue during the Event will wear at all times. Alternatively, the Hirer can provide The Trusts Arena with the relevant Event passes free of charge for its staff during the Event.

35.3 The Hirer will ensure that all gate and security staff are aware of the relevant passes and arrange for the appropriate free access for The Trusts Arena.

35.4 Despite anything else in this Agreement, The Trusts Arena specifically reserves the right to:

- a) enter every part of the Venue including the Hire Area at any time and to refuse admission to, or remove from, the Venue or the Hire Area any Patron or person; and/or
- b) close the Venue or the Hire Area for the purpose of ensuring the safety of those present. If The Trusts Arena closes the Venue or the Hire Area for this purpose, any charges payable by the Hirer will be determined in the sole discretion of The Trusts Arena.

36. DUTY SUPERVISOR

36.1 The Trusts Arena will provide a Duty Supervisor during the Hire Period. The Duty Supervisor represents The Trusts Arena and oversees use of the Venue during the Event. The Hirer must comply with all requests made by the Duty Supervisor.

36.2 If The Trusts Arena (acting reasonably) considers that there are any conditions in relation to the Event or associated with the Event which are unsafe or which could cause harm it will inform the Hirer or the Hirer's Representatives and prompt action will be taken by the Hirer to rectify the concern.

36.3 If the Duty Supervisor considers that the action taken by the Hirer is inadequate then the Duty Supervisor may, at the Hirer's expense, remove Patrons or people, vehicles or any other property from the Venue, or refuse any Patron or person access to the Venue. The Duty Supervisor will also complete a site inspection before opening the Hirer's Event to the public. If an area considered to be unsafe such area cannot be opened to the public until it has been made safe.

36.4 Any difficulties the Hirer has with The Trusts Arena's health and safety procedures must be discussed and resolved before the Pack-in Date.

36.5 Emergency procedures take priority over all other arrangements.

36.6 The Trusts Arena may, at the Hirer's cost, require any Patron or person or Patrons or group of people to leave the Event or may terminate the Event if a situation arises or is likely to arise that in the opinion of the Duty Supervisor (acting reasonably):

- a) will unreasonably impede or adversely affect the enjoyment of other people at or around the Venue, or put people at risk; or
- b) will cause loss or damage to the Venue or any property or is likely to do so; or
- c) will breach any term of this Agreement or any law or bylaw; or
- d) where Patrons are intoxicated, unruly, or violent.

36.7 The provision of a Duty Supervisor does not limit or reduce the Hirer's responsibilities or liability under this Agreement.

37. PARKING

37.1 For all Public Events, The Trusts Arena will manage the on-site parking for the Event and may charge a fee for public parking on-site and The Trusts Arena will be entitled to retain as its revenue all fees charged. Event staff may park at no charge on presentation of the correct parking accreditation.

37.2 If:

- a) The Trusts Arena does not charge a fee; or
- b) the costs associated with the management of the parking exceed the total fees received by The Trusts Arena - then The Trusts Arena will charge to the Hirer the costs (or the balance of such costs as applicable) of management of the on-site parking.

37.3 For Private Events The Trusts Arena may choose whether it manages the parking on-site or whether it will require the Hirer to do so. If The Trusts Arena requires the Hirer to manage the parking on-site then the Hirer will follow The Trusts Arena's reasonable directions and all policies, procedures or guidelines of The Trusts Arena relating to the same.

37.4 Vehicles must not be parked and bicycles must not be left in any of the exit ways of the Venue. The Trusts Arena, its officers, and agents will not under any circumstances be responsible to the Hirer or any other person for damage to, or the loss, theft or removal of, any vehicle or bicycle (including those of the Hirer). The Hirer indemnifies The Trusts Arena, its officers, and agents from and against all claims, demands, actions, and proceedings in respect of any such damage, loss, theft, or removal or any loss sustained by any person that is the consequence of such damage, theft, or removal.

38. CLEANING & WASTE MANAGEMENT

38.1 The Trusts Arena has exclusive rights to all commercial cleaning of the Venue. The Venue will be cleaned thoroughly after the Event and all costs of cleaning will be on-charged to the Hirer as part of the Service Charges if stated in Schedule 1 or otherwise as specified in this Agreement.

38.2 The Hirer acknowledges that if, as a result of the Event or the Hirer's hire of the Venue, the Venue requires extraordinary cleaning then The Trusts Arena reserves the right to charge an additional amount reflecting the additional costs and expenses incurred by The Trusts Arena related to such extraordinary cleaning.

39. PUBLICITY

Subject to The Trusts Arena complying with relevant privacy laws and any reasonable requirements of the Hirer (including The Trusts Arena obtaining releases from any person who will be recorded or photographed), where the Event is a Public Event, The Trusts Arena reserves the right to record and/or photograph any Public Event for its own historical records and for its own publicity purposes.

40. SIGNAGE

The Venue has specific locations for any signage to be placed. The Hirer must not affix, paint, or exhibit any name, sign, nameplate, signboard, or advertisement of any description within, on or to the Venue without the prior written approval of The Trusts Arena. For this purpose the Hirer will submit a proposal for any such display (including sponsor and wayfinding signage) to The Trusts Arena for its approval including a copy of the proposed sign, notice or advertisement. Use of Venue signboards is subject to availability. Incorrect details on signage may result in the Hirer having to replace signage with the correct name or details at the Hirer's cost.

41. REDEVELOPMENT OF THE VENUE

41.1 The Trusts Arena may undertake redevelopment of the Venue without reference to the Hirer. The licence granted to the Hirer under this Agreement does not give the Hirer any rights in relation to the Venue other than the rights specifically provided in this Agreement. Such redevelopment may involve building demolition and/or construction and the closure of parts of the Venue or access restrictions during the Hire Period.

41.2 The Trusts Arena will advise the Hirer of any development that may affect the Event.

42. DESTRUCTION OR DAMAGE TO THE VENUE

If the Venue or any portion of the buildings, car parks or grounds which form part of the Venue will be destroyed or so damaged as to render the Venue unusable in the opinion of The Trusts Arena then the licence for the Event affected will immediately terminate, without affecting the application of this Agreement for future Events. Any termination under this clause will be without prejudice to the rights of either party against the other. The provisions of clause 12 do not apply to termination under this clause 42.

43. CLAIMS AGAINST THE TRUSTS ARENA/TRUSTS ARENA'S LIABILITY

43.1 The Trusts Arena will not be responsible to the Hirer for any act, omission, default or neglect of any other hirer, tenant, licensee, service provider, contractor, agent, representative or Patron of the Venue.

43.2 The Hirer agrees that it cannot make a claim against The Trusts Arena and/or The Trusts Arena's employees and/or representatives unless the claim is made before the date falling 20 Business Days following the Pack-out Date.

43.3 The Hirer agrees that The Trusts Arena's liability under this Agreement is at all times limited to an amount equivalent to the Hire Fee, or in cases where this Agreement relates to multiple Events the Hire Fee payable in relation to the first Event. Each of The Trusts Arena's employees and representatives is also to enjoy the benefit of this provision.

44. THE TRUSTS ARENA'S RESERVED TICKETS

44.1 If the Event is a Public Event then, the Hirer will, free of charge, provide The Trusts Arena with the number of Reserved Tickets specified as The Trusts Arena's Reserved Tickets in Schedule 1.

44.2 If the number of The Trusts Arena's Reserved Tickets is not stated in Schedule 1, the parties will agree before the Event the number of The Trusts Arena's Reserved Tickets to the Event. In all cases the parties will agree the seating location for The Trusts Arena's Reserved Tickets before the Event.

44.3 The parties will act reasonably in relation to the matters contemplated by this clause 44. In the case where the parties cannot agree, clause 48 will apply.

45. HOSTING

45.1 If the Event is a Public Event, then unless otherwise specified in Schedule 1 The Trusts Arena is entitled to host guests in a room within the Venue determined by The Trusts Arena (after consultation with the Hirer) before, during and after the Event.

GENERAL PROVISIONS

46. ASSIGNMENT

The Trusts Arena may assign this Agreement but the Hirer may not assign, transfer, mortgage or charge the Hirer's interest in this Agreement, sub-license or grant any other person any rights in respect of the Venue or this Agreement.

47. GST CLAUSE

47.1 All amounts stated in this Agreement are exclusive of Goods and Services Tax ("GST"). The Hirer will pay all GST payable in relation to any fees, charges or other amounts payable by the Hirer under this Agreement and GST will be paid by the Hirer when any fees, charges or other amounts are due for payment by the Hirer under this Agreement. Where any GST is not paid by the Hirer in accordance with this clause the Hirer will pay Default GST. It will not be a defence to a claim against the Hirer for payment to The Trusts Arena of Default GST that The Trusts Arena failed to mitigate The Trusts Arena's loss by not paying an amount of GST when it fell due under the Goods and Services Tax Act 1985.

47.2 For the purposes of this clause, "Default GST" means any interest, or late payment penalty, or other sum imposed on The Trusts Arena under the relevant taxation legislation by reason of non payment of the GST payable in respect of the supply made under this Agreement but does not include any such sum levied on The Trusts Arena by reason of default by The Trusts Arena after payment of the GST to The Trusts Arena by the Hirer.

48. DISPUTES

48.1 If a party believes that there is a dispute in relation to this Agreement, it will first notify the other party in writing giving details of the dispute. The dispute will then be promptly referred to a senior representative of each party for resolution. Pending resolution of the dispute, both parties will continue to perform all their obligations under this Agreement.

48.2 If the dispute remains unresolved 15 Business Days after the meeting of senior representatives referred to above, then within a further 5 Business Days the senior representatives will try to agree a process for resolving the dispute, such as further negotiations, mediation, independent expert determination, or mini-trial.

48.3 Nothing in this clause 48 will prevent any party commencing any legal proceedings for injunctive relief.

49. NOTICES

49.1 Anything required to be given in writing under this Agreement must be in writing and delivered personally to the recipient or be posted to the recipient at the address, facsimile number or email address stated in Schedule 1 or as designated by the recipient in writing to the other from time to time.

49.2 Anything sent is deemed to be received:

- a) if sent by post the next Business Day after posting;
- b) if sent by facsimile on sending to the recipient's facsimile number;
- c) if sent by email on sending to the recipient's email address.

50. SURVIVAL

The rights and obligations of the parties under this Agreement which by their nature extend beyond the expiry or termination of this Agreement and in particular any right to damages, remain in effect beyond such expiry or termination until fulfilled and are enforceable by the parties' administrators, successors and assigns.

51. WAIVER

No delay or failure to act is a waiver. No waiver is effective unless it is in writing. A waiver of a breach is not a waiver of any other breach.

52. GOVERNING LAW

This Agreement will be exclusively governed by the law of New Zealand.

53. FORCE MAJEURE

53.1 Either party to this Agreement may be excused from performing its obligations under this Agreement to the extent it is prevented from doing so because of an event of Force Majeure and will not be held liable for any loss of income or costs incurred by the other party.

53.2 If either party wishes to claim the benefit of an event of Force Majeure, it will give the other party prompt written notice of the event, and specifying the effect on this Agreement. The parties' obligations will resume on the cessation of the event of Force Majeure and the parties will negotiate in good faith any adjustments required to take account of the event of Force Majeure.

54. AMENDMENTS/VARIATIONS

Subject to any express clause in this Agreement to the contrary, no amendment or variation to this Agreement is effective unless it is in writing and signed by all parties.

55. ENTIRE AGREEMENT

Subject to clause 18.1, the Agreement constitutes the entire agreement of the parties about its subject matter and any previous agreements (whether written or oral), representations, conditions or warranties on that subject matter will cease to have effect.

56. IMPLIED TERMS AND CONDITIONS EXCLUDED

Despite anything else contained in this Agreement:

- a) The Trusts Arena does not warrant or represent that the Venue is suitable for the Event or the Hirer's specific purposes in holding the Event, and the Hirer acknowledges that he/she/it has relied on his/her/its own enquiries and judgement in selecting the Venue and the goods and services to be supplied by The Trusts Arena and in entering into this Agreement;
- b) the parties agree and acknowledge that they are both in trade, that the goods and services supplied by The Trusts Arena and acquired by the Hirer under this Agreement are supplied or acquired in trade, and that the provisions of the Consumer Guarantees Act 1993 will not apply to this Agreement; and
- c) unless this Agreement expressly provides otherwise, to the fullest extent permissible by law all warranties, conditions or other terms implied by law are excluded (including under the Sale of Goods Act 1908); and
- d) for the purposes of this clause 56 the Hirer acknowledges that he/she/it had a reasonable opportunity to review this Agreement, discuss it with The Trusts Arena, and receive advice from his/her/its legal advisor, if he/she/it wished to do so.

57. PARAMOUNTCY

If there is any conflict between these General Terms and Conditions and the Schedules, the Schedules (and any other specific terms of hire detailed within those Schedules) will prevail.

58. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement will create any partnership, joint venture, agency or trust relationship between the parties, and a party may not make, or allow to be made, any representation that such relationship exists between the parties. A party will not have the authority to act for, or to incur any obligation on behalf of, the other party, except as expressly provided for in this Agreement.

59. SIGNATURE BY COMPANY

If any person enters into this Agreement on behalf of an incorporated entity then:

- a) that person confirms it has the power and authority to enter into this Agreement on behalf of that entity;
- b) that person confirms that he/she signed this Agreement in accordance with the constitution of the entity and any legislation governing the entity;
- c) that person confirms that the entity has resolved to enter into this Agreement and this Agreement is binding on the entity.

60. COUNTERPARTS

This Agreement may be signed in any number of counterparts and may be exchanged by facsimile, email and other electronic means.

61. SEVERABILITY

If any provision of this Agreement is or becomes unenforceable, illegal, or invalid for any reason then the relevant provisions will be deemed to be modified only to the extent necessary to remedy such unenforceability, illegality or invalidity or if this is not possible then such provisions will be severed from this Agreement, without affecting the enforceability, legality or validity of any other provision of this Agreement.

62. CONFIDENTIALITY

62.1 The parties will treat the Hire Fee and Service Charges as confidential information under this Agreement.

62.2 Any discounts, sponsorship, contra, or provision of any similar support that is offered or provided to the Hirer by The Trusts Arena in connection with the Event are strictly confidential and may not be disclosed by the Hirer to any third party. In addition to any other remedy that The Trusts Arena may have under this Agreement, in the event that the Hirer breaches this clause 62.2 The Trusts Arena may claim Losses or other damages from the Hirer commensurate with the particular breach of this clause 62.2.

62.2 In carrying out the obligations of this Agreement either of the parties may disclose to the other party confidential or commercially sensitive information ("Confidential Information"). The parties must at all times keep confidential, treat as privileged, and not directly or indirectly make or allow any disclosure or use to be made of any Confidential Information, except to the extent:

- a) required by law;
- b) necessary to obtain the benefit of, or to carry out obligations under, this Agreement but for no other purpose whatsoever; or
- c) that the information is or becomes available in the public domain without breach by any of the parties of their confidentiality obligations under this clause or at law; or
- d) that the parties to this Agreement otherwise agree in writing.

62.3 Without limiting clause 50, this clause 62 will survive termination or expiration of this Agreement.

63. AMENDMENT TO GENERAL TERMS AND CONDITIONS

Notwithstanding any other provision to this Agreement, including clause 54, The Trusts Arena may vary or amend these General Terms and Conditions and/or any policies, procedures, guidelines and rules set by The Trusts Arena relating to the use, occupation, services, safety and security of the Venue provided that:

- a) The Trusts Arena has given the Hirer written notice not less than 30 Business Days before the variation or amendment taking effect; and the variation or amendment does not derogate from the rights granted to the Hirer as at the date this Agreement was executed.