



MIDDLETON GRANGE SCHOOL THE GRANGE THEATRE – TERMS AND CONDITION

CONTENTS

1. Definitions
2. Grant of Licence
3. Payment
4. GST
5. Cleaning and rubbish removal
6. Damage
7. Insurance and Indemnity
8. Technology
9. Use of venue by Hirer
10. Property brought into the complex
11. Maintenance by Middleton Grange School
12. Work by Middleton Grange School to remedy Hirer's default
13. Default
14. Termination of Licence
15. Limitation of Middleton Grange School liability
16. Special Conditions
17. Dispute resolution
18. Jurisdiction

1. Definitions

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

"Venue" means whichever of the Theatre (K120), Studio Theatre (K119), Dance Studio (K118), Green Room, Whare (K101), Foyer, Primary Hall, Gym, Kahika Centre or other part of the Middleton Grange school building is indicated in the venue section of the schedule and includes the Common Areas located in and around the Complex. The older gym (Gym 1) is A101 while the new gym (built in 2015 – Gym 2) is A102.

"Complex" means the whole of the School Site including all common areas.

2. Grant of Licence

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

3. Payment

A deposit to secure the booking of 30% of the Hire Fee is required at time of confirmation and is payable to Middleton Grange School either by cheque or electronic payment to the bank account below:

02 0874 0182976 000 – Please clearly state name of booking and invoice reference number

Payment of the deposit invoice must occur within 3 weeks of the invoice date.

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

4. GST

All amounts referred to in this agreement are GST exclusive.

5. Cleaning and rubbish removal

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

6. Damage

The cost of rectifying any damage sustained to the Venue or any part of the Complex or any furniture or equipment in the Complex during or after the Licence Period as a result of the actions of the Hirer or any Person Under the Hirer's Control shall be met by the

Hirer. Middleton Grange School shall be entitled to charge additional rental at the current market rate for the period that the Complex or any part of the Complex is unavailable for public rent as a result of the damage.

7. Insurance and Indemnity

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

8. Technology

The hirer acknowledges using apple devices are not ensured to function correctly, they can be used at their own risk. The hirer agrees to not move, adjust or refocus the standard lighting rig from its current position. Installing from our collection of special lamps or installing their own lighting is welcome, however the standard lighting rig is not to be moved during this process. Failure to comply will result in a charge of up to \$600 to restore the lighting to its original settings.

9. Use of venue by the Hirer

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

- (a) only use the Venue for the Purposes of the Hire;
- (b) comply with Middleton Grange School's security rules and regulations for the Venue;
- (c) permit entry at reasonable times to enable Middleton Grange School to inspect the Venue;
- (d) make no alteration to the hour of commencement or finish of the Hire, without prior notification;
- (e) admit to the Venue any law enforcement officer or other official which Middleton Grange School may consider advisable;
- (f) not store or use flammable, inflammable or dangerous substances including pyrotechnics;
- (g) not sell or supply or allow alcohol to be consumed on or within the Venue without prior permission from Middleton Grange School;
- (h) not use the Venue or any other part of the complex in any noxious or offensive manner or for any illegal purpose or allow the noise level at the Venue to exceed 105 dbs;
- (i) not bring into the Venue any heavy plant or machinery without the prior permission of Middleton Grange School;
- (j) not smoke or allow persons under the Hirer's control to smoke, accepting that by law the complex and the grounds of Middleton Grange School are a Non-Smoking area;
- (k) not allow the maximum number of persons in the Venue to exceed that number permitted by legislation, in this case, no more than 500 occupants in the Hall building and 500 occupancy between the auditorium, stage and backstage area in the theatre.
- (l) keep the Venue in a clean and tidy state;
- (m) not alter or interfere with the structure, fittings, fixtures and furnishings of the Venue (in particular not use adhesive tape, staples, tacks, "blutack", nails or

- screws or similar fixing devices) nor with the heating, ventilating or other systems or equipment without the prior permission of Middleton Grange School;
- (n) ensure that no vehicles are driven or parked on grassed areas;
 - (o) ensure that children and young persons using the Venue, including outside play areas, are under the constant supervision of adults;
 - (p) not permit any person, other than those authorised by the Hirer, to be in possession of keys to any part of the Venue;
 - (q) Not use any smoke generating device, including Dry Ice machines in the complex.
 - (r) The hirer will be responsible for any call out charges incurred, including but not limited to, NZ Fire Service, Security Guards etc.
 - (s) comply with all statutes, regulations and by-laws relating to the use of the Venue and keep Middleton Grange School indemnified in respect of all such matters;
 - (t) ensure that, where applicable, all Persons Under the Hirer's Control comply with the terms of this agreement;
 - (u) not assign the benefit of this licence or the right to use the Venue to any other persons, without the express permission of Middleton Grange School.
 - (v) Should the hirer not require the venue on a particular night then the hirer must give the School at least two weeks notice otherwise full payment for that night will be required (including Host and Technician costs in the Theatre).

10. Property brought into the Venue

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

11. Maintenance by Middleton Grange School

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

12. Work by Middleton Grange School to remedy Hirer's default

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

13. Default

Middleton Grange School reserves the right to cancel this Licence. Should the Hirer breach any term of this Agreement without releasing the Hirer from liability in respect of any breach or liability to pay all amounts due under this Agreement, Middleton Grange School reserves the right to cancel this Licence.

14. Termination of Licence

If at any time:

- (a) any monies payable pursuant to this Agreement shall be in arrears and unpaid (whether or not demanded); or

- (b) the Hirer fails to perform or observe any of the Hirer's covenants or obligations under this agreement; or
- (c) there is a reasonable likelihood of danger to any person or property in or about the Venue or other part of the complex through any act or intended act of the Hirer; or
- (d) the Hirer (if an individual) is adjudged bankrupt or becomes insolvent according to law; or (if a company) has a receiver or statutory manager appointed or if a resolution is passed for the winding up of the Hire; or
- (e) any assignment is made of the Hirer's property for the benefit of creditors or if the Hirer compounds with the Hirer's creditors; or
- (f) the Purpose of the Hire, or any part of it, is in the opinion of Middleton Grange School likely to give rise to any illegality or to bring Middleton Grange School, the Venue or the complex into disrepute; then Middleton Grange School may at any time, subsequently and without notice or demand, immediately cancel the Licence granted by this Agreement and expel and remove the Hirer from the Venue and the complex without being guilty of any manner of trespass or conversion. The Licence granted by this Agreement shall then cease but without releasing the Hirer from liability in respect of any breach by the Hirer of the Licence Agreement.
- (g) Refer also to Section 15. (Special Conditions) of this agreement.

15. Limitation of Middleton Grange School's Liability

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

16. Special Conditions

- (a) Middleton Grange School reserves the right to terminate this agreement immediately if Middleton Grange School or The Christian's School Trust, determines that activities of the hirer are contrary to the School's Special Character.
- (b) Middleton Grange School may, from time to time, require the use of the venue for a School event on a day that the hirer would otherwise occupy. In such cases the school will provide at least 2 weeks notice to the hirer that the venue will be unavailable on that date.
- (c) Middleton Grange School does not permit the hiring of the complex on a Sunday unless for the purpose of a Christian gathering, such definition to be determined by Middleton Grange School or The Christian School's Trust; or in exceptional specific circumstances.

17. Dispute resolution

Should a dispute arise out of or relating to this Agreement (including any dispute as to the validity, breach or cancellation of it) a party to the Agreement may not commence any court or arbitration proceedings relating to the dispute unless the party has complied with the following paragraphs of this clause, the only exception being where a party seeks urgent injunctive relief.

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

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

18. Jurisdiction

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

VENUE HIRE – OUTSIDE OF SCHOOL HOURS EMERGENCY PROCEDURES:

The Grange Theatre:

In the event of a fire, the fire siren will sound telling you to evacuate the building.

The MGS Venue Host at the event will then become the Fire Warden and direct you to evacuate the building.

Once outside the building assemble on the grass area in front of the main entrance. Ensure everyone is accounted for and await the Fire Brigade.

Evacuation signs are in all buildings as are the green FIRE EXIT signs. The building also has emergency lighting which will come on automatically should the fire alarm be activated. Please refer to the attached maps which show the FIRE EXIT routes from the theatre.

Primary Hall:

In the event of a fire, the fire siren will sound telling you to evacuate the building.

Your appointed person from within your group will become the Fire Warden and should direct your group to exit the building.

Once outside the building, assemble on the grass area in front of the Grange Theatre and School Reception. Ensure everyone is accounted for and await the Fire Brigade.

Evacuation signs are in all buildings as are the green FIRE EXIT signs. Please refer to the attached maps which show the FIRE EXIT routes out of the building.

Kahika Centre:

In the event of a fire, the fire siren will sound telling you to evacuate the building.

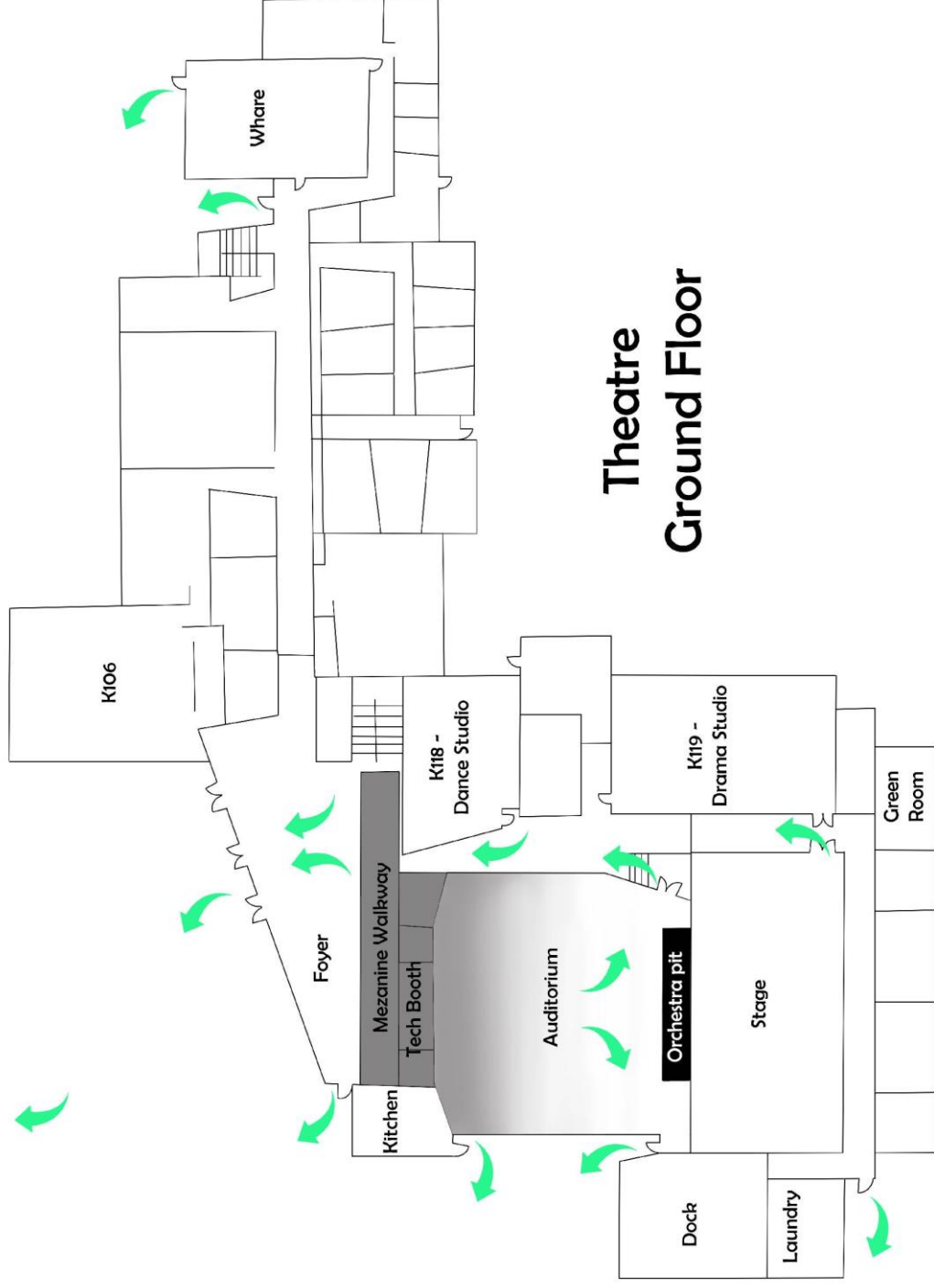
Your appointed person from within your group will become the Fire Warden and should direct your group to exit the building.

Once outside the building, assemble on the grass area in front of the Grange Theatre and School Reception. Ensure everyone is accounted for and await the Fire Brigade.

Evacuation signs are in all buildings as are the green FIRE EXIT signs. Please refer to the attached maps which show the FIRE EXIT routes out of the building.

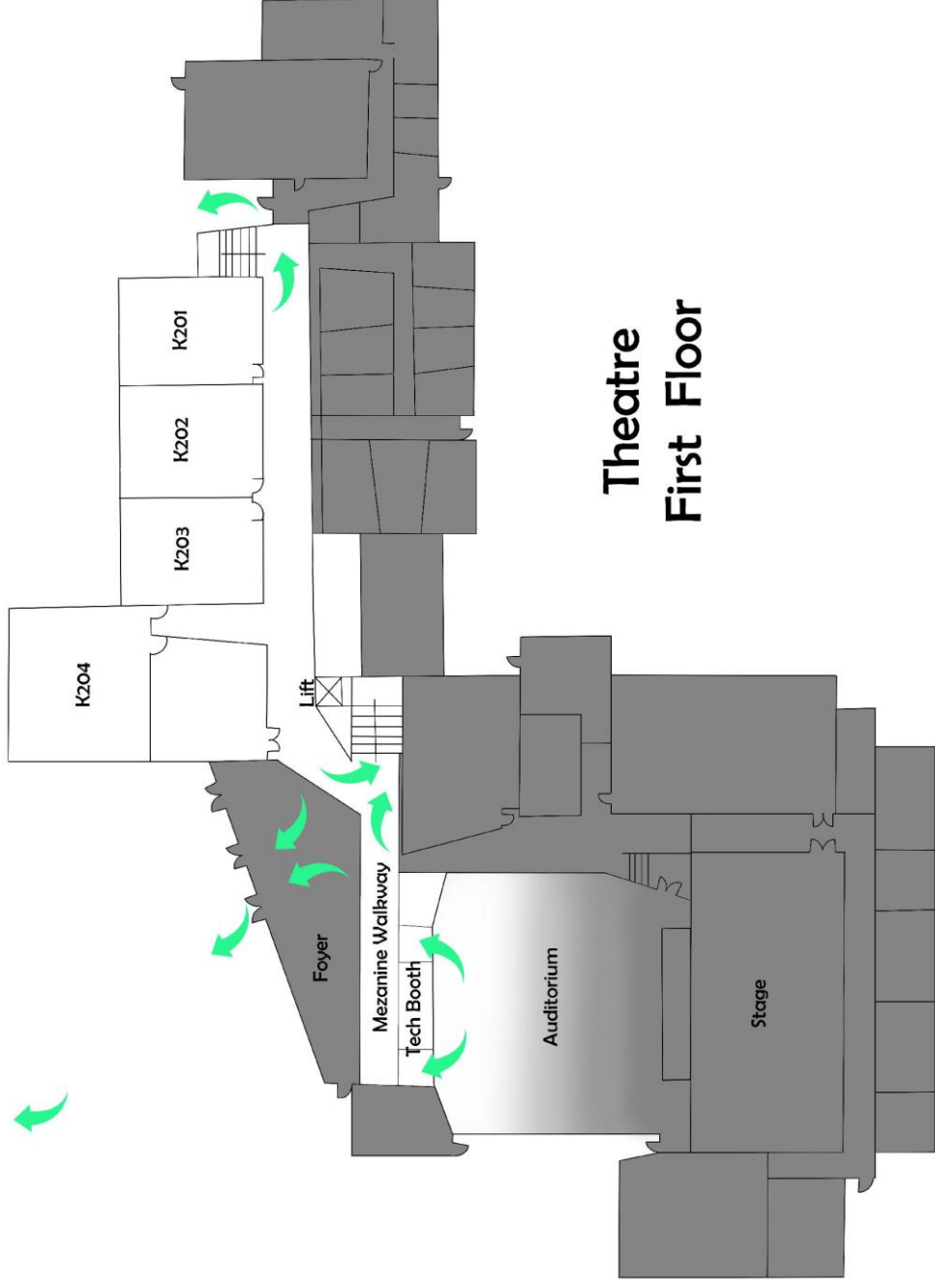
Ben Knowles
Property Manager
August 2023
(MGS Fire Evacuation Scheme 2014)

Meeting point: Primary field



Theatre Ground Floor

Meeting point: Primary field



Theatre First Floor

Meeting point: Primary field

