

Proprietor Requirements – Special Character

Middleton Grange School (**MGS**) is a non-denominational Christian state-integrated school. The Christian Schools' Trust (**CST** ~ the proprietor of the school) owns the land and buildings and is also the guardian of the school's Christian Character under the Education and Training Act. The Board of Trustees is responsible for the day-to-day operation of the school through the principal.

CST has delegated responsibility for the hiring of the school facilities to community groups outside of normal school hours to the MGS Board of Trustees.

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

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

The attention of the hiring party is drawn to the school's Statement of Belief and Statement of Special Character on the school's website.

Please see <https://www.middleton.school.nz/special-character/> and <https://www.middleton.school.nz/vision-mission-statement/>.

We _____ [the hiring party]

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

_____ Signature

(of person Authorised to enter into this agreement on behalf of the organisation)

_____ Date

_____ Postal Address



Middleton Grange School

Postal Address: 30 Acacia Ave, Upper Riccarton, Christchurch, 8041

Initial Here _____

Venue Hire General Terms and Conditions

1. LICENSE

- 1.1 MGS agrees to give the Hirer the right to use the Venue for the Hire Period(s) and during the Contract Period subject to the terms of this Agreement.
- 1.2 The Hirer acknowledges that its right of use of the Venue is a license, not a lease and does not give the Hirer exclusive use of the Venue. The Hirer shall not use any other part of MGS Building. MGS shall not hire out the Venue to third parties during the Hire Periods.
- 1.3 This agreement is subject to the Hirer signing and accepting the MGS Proprietor Requirements - Special Character Statement.

2. THE EVENT AND HIRE OF THE VENUE

- 2.1 By signing the Venue Hire Agreement the Hirer warrants and agrees that the Event/Use is accurately and comprehensively described in the Venue Hire Agreement.
- 2.2 The Hirer warrants and agrees that the Venue will not be used for any performance or activity that is of an objectionable nature, is in breach of reasonable standards of public decency or is likely to create a nuisance. If there is any likelihood of objectionable content of any kind, in the Event/Use, then the Hirer must disclose this to MGS prior to signing the Agreement or as soon as practicable after becoming aware of this and ensure that this is clear in all marketing and promotional material. At any time the Hirer is responsible for use or performance with such objectionable content or if the Hirer discloses that the Event/Use will involve such objectionable content then MGS may choose, in its sole discretion, either to allow the use of the Venue or cancel the booking without any liability to the Hirer.
- 2.3 MGS does not permit the hiring of the complex on a Sunday unless for the purpose of a Christian gathering. Such a request would need to be determined by MGS and or The Christian School's Trust; would only be given in exceptional specific approved circumstances.

3. BOOKING CONFIRMATION

- 3.1 No booking for hire of the Venue is confirmed until the Hirer has signed the Venue Hire Agreement, and MGS has confirmed the Hirer's booking in writing. Prior to confirmation of any booking by MGS, MGS may decide to allow other prospective hirers to book the Venue for part or all of the Hire Period and will inform the Hirer if this has occurred.

4. TERMS OF PAYMENT

- 4.1 The Venue Hire Fee must be paid 7 days after receipt of an invoice from MGS.
- 4.2 If this Agreement provides for recurring Hire Periods, MGS may invoice the Hirer weekly, or at

such other interval as may be agreed between the parties.

- 4.3 Any amounts payable by the Hirer must be paid without deduction or setoff. This includes where the Hirer fails to use the Venue on the specified days set out in this Agreement, without prior agreed request made and acknowledgment given by MGS beforehand.
- 4.4 If any amount remains unpaid after the due date the Hirer shall pay interest on those amounts at the rate of 15% per annum calculated on a daily basis from the due date to the date of payment, MGS may suspend the Hirer's use of the Venue until the payment of all money payable by the Hirer to MGS, and MGS may cancel this Agreement without prejudice to the liability of the Hirer for breach of the terms of this Agreement. The Hirer will pay all MGS's costs and expenses (including legal costs) in enforcing the Hirer's obligations under this agreement and recovering payment of moneys owed by the Hirer.
- 4.1 A deposit of 30% of the Venue hire cost will be charged, and or at least the costs to cover our committed estimated staffing and other associated technical hire costs, this booking specifically requires. Although for multi-day events, the deposit amount required may need to be at least 40%, as determined by the Venue Hire Co-Ordinator at the time. The amount of deposit set will be whichever is the higher. This deposit must be paid by the date stated on the invoice, which will be at least one month before the event of this hire occurs. This deposit is non-refundable and failure to pay the deposit by the Hirer may result in MGS's cancellation of the Agreement with immediate effect.
- 4.2 Payment is to be made by electronic payment to the following account:
 - (a) Account Name: [insert hirers name]
 - (b) Account Number: 02 0874 0182976 000
 - (c) Please clearly state the name of the booking and invoice reference number.
- 4.3 All amounts referred to in this Agreement are GST exclusive and any other applicable taxes and duties. All prices are in New Zealand Dollars.
- 4.4 Please note that staffing costs associated with bookings at our theatre may be subject to adjustments in the event of technician or support staff wage increases. While we strive to provide a minimum of two (2) months' notice regarding any such adjustments, circumstances beyond our control may occasionally prevent us from meeting this timeframe. We appreciate your understanding and cooperation as we aim to maintain fair and

competitive rates while ensuring the continued satisfaction of our valued clients.

2nd Floor Classrooms K201-K204-125;
Kahika Centre 65;

5. ADDITIONAL CHARGES

5.1 In addition to the Venue Hire Price, the Hirer will be charged for:

Provided that the total maximum occupancy for all the above buildings at any time is 867.

- (a) damage to MGS Building and Equipment or theft of any of MGS's property from MGS Building caused by the Hirer or its invitees with the exception of fair wear and tear or arising from the Hirer's lack of care or any other breach of this Agreement.
- (b) additional rental at the current market rate for the period that the Venue or any part of MGS is unavailable for public rent as a consequence of such damage.
- (c) extra cleaning, rubbish removal, repair or reinstatement of MGS Building and Equipment that MGS reasonably considers is required after each Event/Use.
- (d) each hour or part thereof that the Hirer continues to occupy the Venue after the end of the Hire Period.
- (e) the cost of restoration of the lighting to its original settings if they are adjusted by the Hirer.
- (f) costs, expenses or losses incurred by MGS as a result of a breach or non-observance of these Terms and Conditions by the Hirer, its employees, volunteers, contractors, performers, agents or invitees.
- (d) Permit entry to MGS at reasonable times to inspect, maintain or repair the Venue. MGS shall cause as little inconvenience as reasonably possible to the Hirer in inspecting and maintaining the Venue.
- (e) not sell or supply or allow alcohol to be consumed on or within the Venue without prior permission from MGS.
- (f) not allow smoking or vaping on the MGS complex.
- (g) ensure no vehicles are driven or parked on grassed areas.
- (h) ensure that children and young person's using the Venue, including outside play areas, are under the constant supervision of adults.
- (i) not move, adjust or refocus the standard lighting rig from its current position, however installing from MGS's collection of special lamps or installing the Hirer's own lighting is allowable.
- (j) ensure that any devices used with MGS's technology is done so at the Hirer's own risk as they are not insured to function correctly.

6. USE AND CARE OF THE VENUE

6.1 During the Hire period, the Hirer shall:

- (a) only use the Venue for the Event/Use as described in the Venue Hire Agreement or as amended and approved by MGS.
- (b) comply with MGS security rules, regulations and reasonable directions in respect of the use of the Venue.
- (c) ensure that the number of people in the Venue does not at any time exceed the maximum permitted number's:
 - (i) Gym 1- 900.
 - (ii) Gym 2- 1,150.
 - (iii) Primary Hall- 500;
 - (iv) Theatre- 310; Stage- 120;
Other Theatre areas: Dressing Room, Studio Theatre, Dance Studio, Ticket Office etc- 70; 1st Floor Classrooms, K104, K106 plus Studio rooms & Music Practice Rooms- 127;
Maori Area/ Whare- 50;
- (l) not allow anything to be attached to any part of the interior or exterior of the Venue without written approval from MGS Venue Hire Manager, and in particular not use any adhesive tape, nails, tacks, blu-tack or any other similar fixing device or product that could mark the facilities.
- (m) ensure that all equipment brought into the Venue is certified as safe.
- (n) not to take food or drink into those parts of the Venue in which the consumption of food or drink is prohibited.
- (o) not use any of the Venue's equipment, fixtures, fittings, heating or ventilation systems other than for their intended purpose.
- (p) not deposit any substance in the toilets, sinks or drains that could cause blockage or damage.

- (q) not use or allow to be used in the Venue any form of lighting with a naked flame (including candles or oil burners).
 - (r) leave all equipment, facilities and the Venue in good, clean and tidy order at the end of each Event/Use.
 - (s) ensure that all persons attending the Event/Use have vacated the Venue at the end of the Hire Period.
 - (t) ensure that heaters and lights are turned off, windows closed, any furniture moved is replaced before vacating the room.
 - (u) immediately notify the Venue management of any damage caused to the Venue or MGS's, item of furniture, fitting, fixture or chattel within the Venue, in order that we can arrange for the damage to be repaired with such repair to be paid by the Hirer.
 - (v) should the Hirer not require the Venue on a particular night it is the responsibility of the Hirer to give MGS 14 days' prior notice. Failure to give notice will result in full payment being required for that night (including additional charges, if applicable). Refer 9.1(a).
 - (w) Make no alteration to the hour of commencement or finish of the Hire, without prior notification and agreement.
 - (x) Not bring into the Venue any heavy plant or machinery without the prior permission of MGS.
 - (y) Not permit any person, other than those authorised by the Hirer, to be in possession of keys to any part of the Venue.
 - (z) Not use any smoke generating device, including Dry Ice machines in the complex.
 - (aa) The hirer will be responsible for any call out charges incurred, including but not limited to, NZ Fire Service, Security Guards etc.
 - (bb) Ensure that, where applicable, all Persons Under the Hirer's Control comply with the terms of this agreement
- 6.2 The Hirer shall conduct and manage its use of the Venue in an orderly and lawful manner, and shall remain responsible for the conduct of its employees, volunteers, contractors, performers, agents and invitees, and shall ensure that none of them behave in any riotous, offensive or disorderly manner (including drunken behaviour) or in such a manner that is likely to cause danger or annoyance to other members of the public, MGS or damage the reputation of MGS Buildings or MGS. The Hirer acknowledges that MGS may eject or refuse admission to any person who fails to behave in accordance with the standards required by this clause, in which case the Hirer indemnifies MGS for any claims that may be made against MGS as a result of such action.
- 6.3 Unless otherwise agreed in advance, all equipment and supplies relating to the Event/Use must be removed at the end of the Hire Period.
- ## 7. EMERGENCY PROCEDURES
- 7.1 The Hirer agrees to appoint someone in the hire group to act as a warden for each Event/Use. The Hirer agrees to familiarize itself with the location of the exit points, fire alarm call points, fire extinguishers, and the assembly area for MGS Building. See Appendix 1 to 4 for diagrams of fire exit routes from the Venue (including the theatre, Primary School hall and Kahika Centre).
- 7.2 Before the Event/Use the appointed warden nominated by the Hirer must verbally notify all users of exit points. If the Hirer finds a fire or if there is a significant earthquake while the Hirer is using the Venue then the appointed warden must:
- (a) instruct people to the nearest fire exit, directing them to the assembly area being the grass area in front of the main entrance and must check the area is cleared.
 - (b) remain outside MGS Building, ensure everyone is accounted for, and liaise with the Fire service upon their arrival.
 - (c) ensure that no one re-enters MGS Building until the all clear is given by MGS or the Fire service.
- ## 8. HEALTH AND SAFETY
- 8.1 The Hirer will be responsible for the health and safety of all of the Hirer's employees, volunteers, contractors, agents and invitees while at the Venue.
- 8.2 The Hirer will ensure that every employee, volunteer, contractor, volunteer and agent of the Hirer working at the Venue during the hire period is informed of the Venue's Health and Safety Policy and will comply with it.
- 8.3 To the extent that there are overlapping duties under the Health and Safety at Work Act 2015, and so far as is reasonably practicable, the Hirer must consult, cooperate with, and coordinate activities with MGS.
- 8.4 The Hirer will immediately notify MGS of any hazards which the Hirer observes or becomes aware of at MGS Building. The Hirer must also immediately notify MGS of any incident or accident it becomes aware of at the Venue involving any equipment or any of MGS'S employees and the Hirer will provide MGS with such assistance as may be necessary to conduct any incident or accident investigation.
- 8.5 The Hirer will indemnify MGS against any loss or damage suffered due to its failure, or the failure of the Hirer's employees, volunteers, contractors, or agents to comply with its obligations under this Agreement. In particular the Hirer will indemnify MGS for any direct or indirect losses in relation to any incident or accident involving the Hirer or any of its employees, volunteers, contractors, agents or invitees where MGS is prosecuted or a fine, penalty

or levy is imposed on MGS (including court costs and any legal costs reasonably incurred by MGS in defending, or seeking advice on, any incident or accident).

- 8.6 The Hirer must notify the Venue Operator of any high-risk activities (such as aerial skills or hoops). The Hirer will ensure that all risk assessment documents, Safe Work Method Statements (SSSP), and task analysis documents are submitted with this Agreement. Failure to provide risk assessment documents will result in cancellation of the Agreement.

9. CANCELLATION

- 9.1 Cancellation by Hirer: If the Hirer cancels an Event/Use, unless otherwise specified in writing, the following cancellation provisions will apply. Where cancellation occurs within:

- (a) 14 calendar days of the Event/Use, the full Venue Hire Fee is payable.
- (b) More than 14 calendar days prior to the Event/Use, the deposit is payable/non-refundable.

- 9.2 Cancellation by MGS: MGS may cancel the Hirer's booking and this Agreement if MGS considers, in its sole discretion, that holding the Event/Use or the nature of the Event/Use will, or might contravene any statute, order, regulation, rule of law or any other requirement of a public or local authority or otherwise be in breach of reasonable standards of public decency or MGS Proprietor Requirements - Special Character Statement or to bring Middleton Grange School, the Venue or the complex into disrepute. Where this contravention is not apparent from the description of the Event/Use provided by the Hirer:

- (a) the cancellation will be deemed to be a cancellation by the Hirer;
- (b) the cancellation will be deemed to have occurred when written notification has been received by the Hirer;
- (c) if cancellation has occurred within 14 calendar days of the Event/Use, the full Venue Hire Fee is payable; and
- (d) if cancellation has occurred more than 14 calendar days prior to the Event/Use, the deposit is payable/non-refundable.
- (e) Where this contravention is apparent, this contravention will be deemed to be a breach of this Agreement and MGS has the right to cancel the Agreement under clause 9.3.

- 9.3 MGS reserves the right to cancel this Agreement with immediate effect should the Hirer breach any term of this Agreement, in MGS's sole but reasonable opinion, without releasing the Hirer from liability in respect of any breach of or liability to pay all amounts due under this Agreement.

- 9.4 MGS may terminate this Agreement without cause by giving written notice of a period not less than the Early Termination Notice period, and if MGS

terminates the Agreement under this clause, the deposit will not be payable/will be refundable.

- 9.5 MGS reserves the right to cancel this Agreement with immediate effect without releasing the Hirer from liability in respect of any breach of or liability to pay all amounts due under this Agreement if at any time:

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

10. INSURANCE

- 10.1 It is a condition of hire that the Hirer at its expense shall have in place prior to the commencement of each Event/Use, a policy of public risk insurance for each duration of the Event/Use and shall provide a copy of any policy to MGS immediately upon request.

- 10.2 As part of the hire of this facility the Hirer acknowledges that it is responsible for any damage that may be caused by the Hirer or its guests, to any part of the building and equipment. Although the facility is covered under an insurance policy for any damage, the building's insurers may seek to recover these losses from the Hirer.

- 10.3 The Hirer agrees to having proof of liability insurance for a minimum of \$2,000,000.00 until the termination of this Agreement to ensure the safety and security of all parties involved in Events at the Venue.

11. LIABILITY AND INDEMNITY OF MGS

- 11.1 The Hirer indemnifies and holds harmless MGS from and against all claims, losses damages, liabilities, costs, fines, levies, penalties, losses and expenses (including reasonable legal fees) arising directly or indirectly out of any breach of the Hirer's obligations under this Agreement or the termination of this Agreement, or from any loss, damage or injury caused or contributed to by the Hirer or any of its employees, volunteers, contractors, performers, agents or invitees:

- (a) to any persons;
- (b) to the Venue or any property or facilities located or stored in the Venue;
- (c) arising out of any accident, damage, theft or loss of any property or injury occurring to any person or property in or about the Venue, by

reason of any act or omission by the Hirer or any person under the Hirer's control or any other person associated with the Hirer; or

- (d) any action taken by any person who is dissatisfied by the Event/Use or any matter arising out of the Event/Use or any amendment to the Event/Use.

11.2 The Hirer assumes the risk of any mistake and the Hirer agrees that it 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, before or during the making of this Agreement.

11.3 Without limiting the foregoing, Middleton Grange School warrants that the Venue will be made available to the Hirer on each occasion, as stipulated, in substantially the same condition and manner as at the commencement of this Agreement.

12. LIMITATION OF LIABILITY

12.1 The Hirer acknowledges and agrees that MGS are not responsible for loss or damage to any of the Hirer's property in the Venue, except where that loss or damage is caused by MGS's negligence.

12.2 MGS shall not be liable to the Hirer under contract for any indirect or consequential loss arising under or in connection with this Agreement including loss of profits, revenue, goodwill or opportunity. The extent of MGS's liability to the Hirer under this Agreement (collectively) for any loss, damage, claim or expense (whether due to MGS's negligence or otherwise) is limited in aggregate to the amount of the Venue Hire Fee paid by the Hirer.

12.3 If the Hirer is acquiring rights under this Agreement for the purpose of supplying goods and services in its business, it is agreed that, to the maximum extent permitted by law, the provisions of Consumer Guarantees Act 1993 do not apply to this Agreement.

12.4 If the Hirer is in trade and is hiring the Venue for business purposes, it agrees that sections 9, 12A, 13 and 14(1) of the Fair-Trading Act 1986 do not apply.

12.5 MGS makes no other warranties or representations express or implied, including warranties of fitness for a particular purpose, merchantability or otherwise, except to the extent that it is unlawful to exclude such warranties. For the avoidance of doubt, MGS make no warranty that the Venue is or will remain suitable or adequate for any of the Hirer's purposes and it is up to the Hirer to satisfy itself independently regarding the suitability of the Venue.

13. FORCE MAJEURE

13.1 Neither Party shall be responsible to the other for any delay in performance or non-performance if any statute, governmental regulation or any act of god, fire, natural disaster or damage to the Venue or other causes beyond the reasonable control of that party shall render performance impossible. (Force Majeure excludes any event which the Party could have prevented or overcome by exercising a standard of reasonable care and excludes a lack of

funds for any reason.) In the event of such a force majeure, the parties shall agree to extend the time for performance or cure to such time which is acceptable to both parties or failing agreement to cancel the agreement where the Hire Period has not yet commenced.

14. SEISMIC ACTIVITY

14.1 Notwithstanding clause 13 (Force Majeure) of this Agreement, on the occurrence of any seismic activity in Christchurch or its surrounds which has, or is likely to have had an adverse effect on the building integrity of the Venue, (including its facilities and infrastructure) such that access or the safety of the public and/or service providers to the Venue is in doubt (as determined by MGS in its sole discretion), MGS shall be entitled to immediately suspend the Agreement and the performance of any and all obligations and terms (without any liability or compensation due to the Hirer) thereof until MGS has received written confirmation, to its satisfaction, that the Venue is safe and fit for the intended use.

15. ASSIGNMENT

15.1 The Hirer shall not assign the benefit of this agreement nor grant any sub-license or otherwise deal in any manner with this agreement or the right to use the Venue without the express prior written agreement of MGS.

16. JURISDICTION

16.1 This agreement shall be governed by and interpreted in accordance with the laws of New Zealand.

17. ENTIRE AGREEMENT

17.1 This agreement, along with the signed Special Character Statement, Specific Terms and Conditions and Venue Use Policy constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement

18. WAIVER

18.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19. DISPUTE RESOLUTION

19.1 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 concerning 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
 - (ii) be adopted; and
 - (iii) the timetable for all steps in those procedures; and
 - (iv) 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.

20. AMENDMENT

20.1 We may review and change these Terms and Conditions at any time and from time to time with your consent. Any such change will take effect from the date on which your consent is obtained.

21. SURVIVAL

21.1 All clauses and sections of the Agreement which by their nature should survive termination will survive termination, including but not limited to Liability and Indemnity of MGS (clause 11), Limitation of Liability (clause 12) and any clauses requiring payment.

22. NO PARTNERSHIP, JOINT VENTURE OR AGENCY

22.1 This Agreement will not be deemed to create a partnership, joint venture or agency relationship of any kind between the parties and does not impose

any obligation on either Party to enter into any further agreements.

23. JOINT AND SEVERAL LIABILITY

23.1 Where two or more persons are named as the Hirer, undertakings, warranties, covenants, agreements and other obligations of the Hirer will bind and be deemed to have been given or assumed by each of them severally and will also bind the executors, administrators and permitted assignees of them jointly and severally.

24. SEVERABILITY

24.1 In the event that any term or terms of this Agreement shall be held illegal or null and void, the remaining terms shall remain in full force and effect as if such part or parts held to be illegal or void had not been included in this Agreement.

25. FURTHER ASSURANCES

25.1 The Parties agree to execute all such documents and do all such acts or things as may be reasonably required in order to give effect to the terms of this Agreement.

26. DEFINITIONS

26.1 In this Agreement:

- (a) Reference to the Venue shall, except where the context otherwise requires, mean the Licensed Area forming part of MGS Building, this includes Theatre (K120), Studio Theatre (K119), Dance Studio (K118), Green Room, Whare (K101), Foyer, Primary Hall, Gym, Kahika Centre or other part of the MGS building as indicated in Appendix 1 and 4 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, and may include areas shared with other users as identified by MGS.
- (b) Reference to Common Areas shall include entrance ways, car parks, forecourts, entrances, vestibules, passages, stairways, landings, toilet and washroom facilities and other areas which MGS allows the Hirer to use.
- (c) Reference to Complex shall mean the whole of the school site including all Common Areas.
- (d) Reference to MGS Building shall, except where the context otherwise requires, mean MGS buildings, Common Area and Complex which the Licensed Area forms part of.
- (e) References to Equipment shall, except where the context otherwise requires, mean equipment owned by MGS.