



# Kohia Centre

## Room Booking Information

### “General Terms of Agreement”

Thank you for choosing Kohia

Please read the conditions of booking for Kohia Centre and sign the booking agreement form provided at the end of this document. Please ask any questions that require clarification at this stage. This agreement form will be kept at Kohia Centre and only needs to be completed the first time you book our premises.

## Room charges

- Each seminar room at Kohia Centre is priced at \$75 an hour with a four-hour minimum charge. After the first four hours, each additional hour will cost \$75 per hour or part thereof. Additionally, each booking of over 25 people will incur an extra charge of \$4.50 per head for every person over the 25-person mark for a half-day booking and \$7.50 for a full day booking (more than 4 hours). Bookings of 25 people or less will have no extra charge. (**Please note:** booking seminar rooms 1 & 2 will be charged as the use of two separate rooms)
- **Bookings include free car parking, WiFi, data show projector, whiteboard, tea and coffee and use of the cafeteria during breaks. All seminar rooms are equipped with air conditioning and underfloor heating. All prices include GST.**

Available Rooms	Seating capacity
Seminar room 1	up to 50 people
Seminar room 2	up to 35 people
Seminar rooms 1 & 2	Up to 95 people
APPA lounge	Up to 45 people
Maungawhau room	Up to 20 people
NZEI room	Up to 35 people

### Room Charges for University of Auckland Faculty Staff:

- University of Auckland staff members who are NOT part of the Faculty of Education & Social Work who book a room at the Kohia Centre will be charged normal market rates as stated in the above 'Room Charges' terms, unless otherwise agreed.
  - Any room booked by a staff member at the Faculty of Education & Social Work will not incur a charge for faculty events. However, if a staff member is booking a room on behalf of an outside organization, normal market rates will apply as stated in the above 'Room Charges' terms, unless otherwise agreed.
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## Conditions of booking

1. In consideration for the use of Kohia Centre facilities agreed by the client and Kohia Centre, the client shall pay such fee as determined by Kohia Centre.
2. The person responsible for booking the venue (or their agent), shall be in attendance at all times the venue is in use, and at the end of the booking will ensure that all doors are locked, windows secured and all lights and heaters etc. are switched off.
3. When the facility is used on weekends, Kohia Centre makes arrangements for the Security Guard to have the venue unlocked at the stated time. For security reasons, you must appoint a door person to man any self-locking doors. **Never** leave any outside doors propped open and unattended (silent alarm will sound and Security will be called)
4. Kohia Centre is not responsible for providing information of events. Your contact details must be displayed clearly on all notices advertising an event.
5. **All rooms are to be left in a condition suitable for normal seminar use on the following day.** Chairs and furniture removed from the rooms are to be returned before leaving the venue.
6. Clients booking the seminar rooms share the refreshments (cafeteria) area. At all times the hallway is to remain clear, for fire evacuation and access to the shared facilities.
7. All white boards are to be left clean. Only the white board markers provided should be used. Pin boards are available in each room for notices etc. **Blu-tac may be used but please remove all traces of this.**
8. Evenings and weekends: the kitchen must be left in a clean and tidy condition. All furniture is to be returned to its original place. All dishes must be washed and put away.
9. **Smoking is prohibited at all times within the buildings and outside the buildings.**
10. No alcohol is to be brought onto the premises by the client without first having followed the university alcohol procedure (as detailed below).
11. The client shall be liable for any damage or loss of Kohia Centre property, furniture, fittings or apparatus, caused while the client has the use of the facility. Any breakage or damage is to be reported to Kohia Centre staff or security immediately.
12. The client shall be responsible for the arranging, at the client's sole cost, insurance cover for fire or theft for all personal property brought into the Centre.

13. **Parking:**

Faculty of Education & Social Work, Epsom Campus, 74 Epsom Avenue, Gate 2. Level three of the multi-story carpark has an allocated sign-posted area for Kohia visitors. A walkway bridge joins the carpark to Kohia. Parking is free of charge.

14. **Catering:**

All catering must be provided by a university approved caterer and, whenever possible, the dishes must be collected on the day of the booking. The university approved caterers are: Flame Tree, Dawsons and Urban Gourmet.

15. All children brought onto the Campus are to be supervised at all times and kept within the facility. Please ensure children respect the furniture.

16. **Emergency Procedure and Equipment:**

- See University of Auckland Use of Facilities Agreement below.
- All rooms have evacuation notices. It is very important that you read these noting the evacuation points.
- Please ensure all fire exits and fire-fighting equipment such as hose reels are not blocked at any time. If you discover a fire, please sound the fire alarm by operating the nearest call box. (Break glass and turn off switch). Ensure everyone evacuates the building immediately. (Security will soon arrive to supervise the scene and will contact the Fire Service.)
- **In an emergency contact Security. The emergency phone is outside the main entrance and is directly connected.** The outside line of the Auckland Campus control room is 09 373 7550 & operates 24 hrs, 7 days a week. Please note that Kohia's building identification is 6EKT.
- A Health and Safety representative must be assigned in the Room Booking request form (filled out prior to each booking) and be present during the booking. Failure to comply with the above terms will result in the immediate cancellation of all future bookings.

## Cancellation policy

**The policy outlined below will be strictly adhered to**

- All cancellations must be communicated by email. Kohia will reply within three working days and this reply will validate the cancellation. If a reply is not received the booking is still current and full charges will apply.

- If a cancellation is made more than 10 working days before the booking, then no charge will be incurred.
- If a cancellation for a booking of is made within 10 working days, but before 5 working days, of the booking, then 20% of the booking fee will be charged.
- If a cancellation is made within 5 working days of the booking, then 50% of the booking fee with be charged.
- If no cancellation is made to the Kohia Centre before a booking is due, the full amount will be charged.



# **University of Auckland Use of Facilities Terms of Agreement**

## GENERAL TERMS

### 1. DEFINITIONS

#### 1.1 In this Agreement, unless the context otherwise requires:

**"Access Times"** means the time period during which the Client can access the University Space on any one day during the Booking Period.

**"Agreement"** means these General Terms, the Kohia Booking Information document, and the Booking Sheet. **"Attendee"** means a person who attends the Client Event.

**"Booking"** means the booking to use the University Space and University Equipment (if any) for the Client Event that is made by the Client in accordance with clause 4 and **"Booked"** has a corresponding meaning.

**"Booking Period"** means the time period of the Booking specified in the Booking Sheet.

**"Room Booking Request Form"** means the booking sheet the client uses to request a booking.

**"Business Day"** means any day other than a Saturday, Sunday or Public Holiday on which trading banks are open for business in Auckland.

**"Change Request"** has the meaning given to it at clause 4.2.

**"Client Event"** means the event held by the Client at the University Space as further described in the Booking Sheet.

**"Confidential Information"** means the provisions of this Agreement, and all other information of a confidential nature obtained as a result of the negotiations for this Agreement or entering into or performing this Agreement.

**"Deposit"** means the deposit (if any) specified in the Booking Sheet and payable by the Client to the University for that Client Event.

**"Facilities Fee"** means the fee charged by the University as compensation for the use of the University Space and the University Equipment (if any) by the Client for the Client Event as set out in the Booking Sheet.

**"Force Majeure Event"** means an extraordinary event or circumstance beyond the reasonable control of a party such as an act of God (but excluding lack of funds).

**"General Terms"** means these general terms and conditions.

**"GST"** means the goods and services tax payable pursuant to the Goods and Services Tax Act 1985. **"Health and Safety Representative"** means the health and safety representative of the Client nominated in accordance with clause 14.8.

**"Objectionable Activity"** means behaviour, conduct, activity or content that the University considers (in its sole discretion) is of an objectionable nature or may breach reasonable standards of public decency. **"Relationship Manager"** means the relationship manager nominated by a party in accordance with clause 25.

**"Term"** has the meaning given to it in clause 2.1.

**"Third Party"** means a non-University entity providing services for the Client Event.

**"University Equipment"** means any equipment to be used by the Client for the Client Event and as further described in the Booking Sheet or such other equipment that the University subsequently confirms in writing as being covered by the Booking.



**"University Premises"** means any land and/or building owned, leased, or otherwise occupied by the University.

**"University Space"** means the space, room or place located within the University Premises to be used by the Client for the Client Event and as further described in the Booking Sheet.

**"University Sponsor"** means any third party that the University has a sponsorship arrangement with (such as a naming rights sponsor).

**"University Supplier"** means any supplier approved by the University to provide a product and/or service or range of products and/or services to the University or within the University Premises.

1.2 In this Agreement, unless the context requires otherwise:

- (a) **the headings to clauses are inserted for convenience only and shall be ignored in interpreting this Agreement;**
- (b) **the word including and other similar words do not imply any limitation;**
- (c) **a person includes any company or body of persons (incorporated or not);**
- (d) **the plural includes the singular and vice versa; and**
- (e) **a reference to a statute includes any legislative instrument or other subordinate legislation made under it and amendments to or replacement of any of them from time to time.**

2. TERM

2.1 This Agreement will commence on the first day of the Booking Period and will terminate on the last day of the Booking Period, unless terminated earlier in accordance with this Agreement ("**Term**").

3. UNIVERSITY SPACE AND UNIVERSITY EQUIPMENT

- 3.1 The University agrees to grant the Client the right to use the University Space and the University Equipment (if any) detailed in the Booking Sheet in accordance with the terms of this Agreement in consideration for the Client paying the Facilities Fee.
- 3.2 The Client may not sub-licence its right to use the University Space and University Equipment to any other person.
- 3.3 The legal right to possession or control over University Premises remains vested in the University and access to the University Space for the purposes of the Client Event does not entitle the Client to the exclusive use of the University Space at any time.

4. USE OF THE UNIVERSITY SPACE and university equipment

4.1 The Client's right to use the University Space and any University Equipment for the Client Event is subject to:

- (a) **the Client and the University agreeing the Booking Sheet for the Booking;**
- (b) **the Client paying the Deposit for the Booking (if any) by the due date specified in the Booking Sheet;**
- (c) **the Client adhering to the terms of this Agreement; and**
- (d) **the Client complying with any other specific terms and conditions relating to the University Space and/or University Equipment, including, without limitation, any**



**Special Conditions set out in the Booking Sheet and any other terms and conditions notified to the Client by the University from time to time.**

- 4.2 If the Client wishes to change the Booking it will notify the University Relationship Manager in writing ("**Change Request**"). The University Relationship Manager will use reasonable endeavours to accommodate the Client's Change Request. If the University Relationship Manager cannot accommodate the Client's Change Request, the University may at its sole discretion:
- (a) cancel the Booking;**
  - (b) retain any Deposit paid by the Client in respect of the Booking; and**
  - (c) terminate this Agreement in accordance with clause 21.1(f).**
- 4.3 The Client agrees that nothing in this clause 4 is intended to limit the University's rights under clause 5 in any way.
5. UNAVAILABILITY
- 5.1 The University will use reasonable endeavours to ensure any University Spaces Booked for use by the Client are available for the Client Event. However, the Client acknowledges that:
- (a) the University is an educational institution and as such the University prioritises teaching activities held within University Spaces over other activities; and**
  - (b) building activity at the University Premises may from time to time interfere with the availability of a University Space.**
- 5.2 If the University determines that the University Space Booked for the Client Event is no longer available:
- (a) because the University Space is required by the University for its activities;**
  - (b) due to any building activity; or**
  - (c) due to the inability to use the University Space for any other reason relating to the integrity of the University Space or any perceived risk to the health and safety of any person, the University will use reasonable endeavours to provide an alternate University Space which meets the requirements of the Client Event. If the University cannot provide an alternative University Space, the University may terminate the Booking and this Agreement in accordance with clause 21.1(g).**
- 5.3 The University will provide the Client with as much notice as is reasonably practicable if a University Space is no longer available for the Client Event but the University will not have any liability for any loss suffered or incurred by the Client as a result of the University Space not being available.
6. CLIENT RESPONSIBILITIES AND PERSONNEL
- 6.1 The Client's Relationship Manager must supervise and be responsible for the Client's personnel and Attendees during the Client Event. The Client may replace its Relationship Manager from time to time, provided it gives the University Relationship Manager prior notice in writing.
- 6.2 If the University considers that any of the Client's personnel or Attendees do not meet or have not complied with any requirements set out in this Agreement, or are otherwise unsatisfactory for the role they are performing, the University may require the Client to remove or prevent the person from having any further involvement with the Client Event. In such circumstances:
- (a) the Client will end the relevant person's involvement in the Client Event immediately; and**

**(b) if relevant, the University may require that the person leave the University Premises immediately.**

6.3 The Client shall be responsible for its personnel and the Attendees, their acts and omissions (including negligence) and their compliance with the terms of this Agreement at all times.

**7. FACILITIES FEE, TAXES AND PAYMENT**

7.1 The Facilities Fee payable by the Client is set out in the Booking Sheet and is exclusive of GST.

7.2 At the end of the Booking Period or as otherwise specified in the Booking Sheet, the University will give to the Client a valid tax invoice detailing the Facilities Fee payable under this Agreement for that Booking (less any Deposit paid).

7.3 The Client shall pay the University the amount payable in respect of an invoice issued under clause 7.2 by the 20th day of the month the invoice was issued.

7.4 If the Client disputes any amount in an invoice issued under clause 7.2 the Client shall:

**(a) notify the University as soon as reasonably practicable, identifying the amount in dispute and the reasons for the dispute; and**

**(b) pay any balance of the invoice which is not in dispute by the due date.**

7.5 It is agreed and understood that the relationship between the Client and the University is that of principal and agent. All actions taken, including costs incurred and payments received by the University under this Agreement are in its capacity as agent for the Client. The parties recognise that the liability for any taxes (including withholding taxes, GST, use of money interest of penalties) in respect of those actions under New Zealand tax law, may rest with either the agent, the principal or both. As such, the parties agree that contractual liability for any amount payable to the Inland Revenue Department as a result of the actions of the University is the liability of the Client and the Client will indemnify and hold the University harmless against any such payments.

7.6 It is further agreed that if required by law or requested in writing by the Inland Revenue Department, the University has to pay, deduct or withhold any tax in respect of any payment made or received in relation to the Client Event, the Client agrees to pay to the University that amount of tax within 14 Business Days of the University notifying the Client.

7.7 The Client agrees to seek its own tax advice in respect of its obligations under tax law and acknowledge that it has not placed any reliance on the University or information provided by the University in determining its tax obligations.

**8. NO OBJECTIONABLE ACTIVITY**

8.1 The Client Event must not include or involve any activity which may be Objectionable Activity. The Client agrees to notify the University promptly if it becomes aware that the Client Event may include or involve any Objectionable Activity. If the University learns that the Client Event may contain, include or involve any Objectionable Activity the University may:

**(a) consent to the relevant activity (with or without conditions);**

**(b) request that the Client delete or remove the relevant activity from the Client Event; or**

**(c) terminate this Agreement in accordance with clause 21.1.**

## 9. PROPER CONDUCT

9.1 During the Booking Period whilst on the University Premises and/or within the University Space the Client will (and will ensure that its personnel and all Attendees will):

- (a) conduct and manage the use of the University Space in an orderly and lawful manner;**
- (b) not behave in a riotous, offensive or disorderly manner, or in a manner that is likely to create a nuisance, cause danger or annoy other users of the University Premises;**
- (c) not damage the reputation of the University;**
- (d) not hinder, obstruct, or permit or allow any person to hinder or obstruct, any the University representative or member of the emergency services in the exercise of their duties; and**
- (e) comply with any conditions of use of the University Space, as included within this Agreement or otherwise notified by the University to the Client from time to time.**

9.2 The University reserves the right to remove or refuse admission to the University Premises to any person who the University considers is not complying with clause 9.1 or is causing or has caused the Client to be in breach of clause 9.1.

## 10. University SUPPLIERS AND SPONSORS

10.1 The University will inform the Client of any University Sponsors and University Suppliers and any restrictions that may apply during the Term of this Agreement. The Client shall not act or omit to act in any way which causes the University to be in breach of any of its obligations to University Sponsors and University Suppliers as advised to the Client by the University from time to time. To avoid doubt the University will be entitled to update the Client during the Term of any new University Sponsors or University Suppliers.

10.2 Without limiting clause 10.1 in any way, at all times the University retains the exclusive right to control the provision of all forms of food and beverages on the University Premises (whether alcoholic or non-alcoholic). Unless prior written approval has been given by the University, the Client is required to use the services of the University Suppliers for food and beverages. The Client may not bring any food or beverages onto the University Premises and must not remove any food or beverages from the University Premises without express written authorisation from the University.

10.3 Without limiting any other provision within this Agreement the Client must comply with the conditions and requirements under the Sale and Supply of Alcohol Act 2012 and the event management policy of the University (as updated by the University from time to time).

10.4 The University acknowledges that the Client may be party to sponsorship arrangements with other parties. The University will use reasonable endeavours to accommodate the requirements of such parties, provided that these do not compromise arrangements that the University has with University Suppliers and University Sponsors.

## 11. DELIVERIES AND STORAGE

11.1 The Client must notify the University Relationship Manager in advance of all deliveries to the University Space. The University Relationship Manager will notify the Client of the most appropriate delivery address for the Client Event and will agree with the Client a delivery date and time that is suitable to both the University and the Client.

- 11.2 Deliveries made in advance of the Client Event will only be accepted by the University if there is suitable storage space available at the University Premises. The Client may be required to pay an additional fee for such storage, as determined by the University in its sole discretion.
- 11.3 Unless otherwise agreed in writing in advance of delivery, the University will not provide any secure space for Client deliveries. Any deliveries for the Client made to the University Premises (whether before, during or after the Client Event):
- (a) must be clearly marked with the name of the Client Event; and (b) will be at the sole risk of the Client.**
- 11.4 The University does not accept any liability for any loss or damage relating to the delivery or storage of the Client's or any Attendee's property.
12. DAMAGE
- 12.1 The Client will inform the University of, and obtain the University's agreement to, any activity which may result in any form of damage to the University property or the University Premises prior to commencing any such activity. The Client will not:
- (a) make use of nails, staples, screws or any fixing for any purpose on walls, ceilings or floors without the prior written approval and supervision by the University personnel;**
- (b) remove, alter or adjust any the University property or the University Premises without the prior written approval and supervision of the University personnel; or**
- (c) allow any building, painting or set piece construction to take place within the University Premises.**
- 12.2 At the end of the Booking Period, the Client will leave the University Space and University Equipment in the same order, condition and repair as existed at the beginning of the Booking Period and the Client must remove everything that the Client, its personnel and the Attendees have brought to the University Space or the University Premises. If the University has to remove any such item, removal will be at the sole risk of the Client not the University and the Client may be required to pay an additional fee.
- 12.3 The Client is responsible for all costs incurred by the University in replacing the University property or making good any damage to University Space, University Equipment, the University property or the University Premises caused by the Client or the Client's representatives or Attendees. Any such making good will be arranged by the University and must be completed by an approved trade staff member or supplier of the University, not the Client.
- 12.4 Without limiting clause 12.2, the University may invoice the Client a reasonable fee for:
- (a) any damage to the University Space or University Equipment, or loss of property from the University Space caused by the Client, the Client's personnel or Attendees;**
- (b) any extra cleaning or rubbish removal that is, in the University's sole discretion, required in addition to any standard cleaning, vacuuming and/or rubbish removal conducted as part of the University's usual operations; and**
- (c) the disposal of any items, equipment or other property that the Client, the Client's personnel or Attendees bring into the University Space and have not removed by the end of the Booking Period.**
- 12.5 The Client will pay any fee charged under this clause 12.4 in accordance with clause 7.3.

### 13. COMPLIANCE WITH LAWS, POLICIES, STANDARDS AND DIRECTIONS

13.1 The Client will comply with the provisions of all statutes, regulations, ordinances and bylaws applicable to the Client Event or any activities carried out by the Client within the University Space, with particular reference to any applicable health and safety legislation and any regulations relating to fire safety and evacuations as may be in force.

13.2 Whilst on the University Premises the Client must:

- (a) comply with all the University protocols, policies, codes of conduct and/or procedures (including, but not limited to the event management policy, the health and safety policy, the smoke-free policy and the marketing, advertising and publishing policy) available at <https://www.auckland.ac.nz/en/about/the-university/how-university-works/policy-and-administration/health-and-safety.html>, as published and updated from time to time;**
- (b) do nothing that may jeopardise or invalidate licences and permits held by the University; and**
- (c) comply with directions of the University security and designated building fire wardens at all times and in particular during an evacuation of a University Space.**

### 14. HEALTH AND SAFETY

14.1 The Client will meet all applicable health and safety legislative obligations and use best endeavours to ensure the health and safety of any person entering the University Premises in relation to the Client Event. If requested, the Client will provide the University with a written risk and hazard assessment relating to the Client Event.

14.2 The Client must comply with the directions of the University in relation to health and safety matters and any other directions required to ensure that the University complies with New Zealand standards relating to precautions against fire and panic in places of assembly.

14.3 The Client acknowledges that inspections and audits may be carried out at any time by any health and safety inspection organisation or any nominated the University department.

14.4 The Client will comply with the Smoke-Free Environments Act 1990 and all related University policies. No smoking is permitted on the University Premises including indoor and outdoor spaces.

14.5 The Client must not use naked flames, fireworks, embers, incense or electric heaters within the University Space without the prior express written permission of the University and without first obtaining the appropriate licences (where applicable). If the Client Event, or any activity relating to the Client Event, requires any third-party permit or consent then the Client must obtain written approval of the activity from the University prior to applying for any such permit or consent.

14.6 The Client must not block or cause to be blocked aisles, fire egress routes, exits or firefighting equipment anywhere in the University Space.

14.7 The Client must not permit the University Space to be occupied by persons in excess of the maximum number advised by the University.

14.8 The Client will nominate a Health and Safety Representative for the purpose of ensuring compliance with this clause 14. The name of the Health and Safety Representative must be advised to the University on the Booking Sheet and may be varied by the Client by notice in writing from time to time.

- 14.9 The Health and Safety Representative must:
- (a) attend a University site induction if required by the University; and**
  - (b) remain at the University Space for the duration of the Client Event.**
- 14.10 The Client is responsible for briefing all members of the Client's personnel and Attendees about the requirements of the University health and safety policy and any evacuation procedures relating to the University Space.
- 14.11 The Client will maintain a log of the Client's personnel and Attendees within the University Space for the purpose of evacuation.
- 14.12 The Client must notify the University immediately if it receives a notice (whether verbally or in writing) from any person in relation to any health, safety or hygiene issues or other concerns relating to the University Space.
- 14.13 The Client must immediately notify the University of any hazard, incident or accident which the Client's personnel or Attendees observe or become aware of and provide the University with any assistance requested by the University to facilitate any incident or accident investigation.
15. advertising, MERCHANDISE and BRANDING
- 15.1 The Client must have the prior written approval of the University Relationship Manager to display any advertising, promotional, marketing or informational materials, including but not limited to posters, banners, flags, signs, emblems, advertising material or other media in the University Space and on the University Premises ("**branding or advertising**"). The Client shall at the University's request promptly remove any branding or advertising that is deemed inappropriate by the University.
- 15.2 The Company must seek the University's prior approval if it wishes to sell merchandise (including books, t-shirts, photographs and raffles) during the Client Event.
16. NO ASSOCIATION
- 16.1 The Client agrees that, unless otherwise expressly authorised in writing by the University, it is not entitled to, and shall not:
- (a) claim, deliberately create or seek to create any form of sponsorship, endorsement or other association with the University;**
  - (b) use any and all marks, logos, emblems, devices and mascots which are used in relation to the University; and/or**
  - (c) promote, advertise, market or otherwise communicate (whether publicly or in any so-called "business-to-business" environment) that it is involved in any way in the management of any aspect of the University or that the Client or the Client Event is endorsed or approved by the University.**
- 16.2 Any express written authority given by the University to the Client to use any or all of the marks, logos, emblems, devices and mascots of the type described in clause 16.1(b) is subject always to the Client's compliance with the University's style guide requirements and with any other intellectual property policies of the University advised to the Client from time to time.

## 17. WARRANTIES

### 17.1 The Client warrants that:

- (a) it owns or has a licence to use, the intellectual property rights in the Client Event;**
- (b) it has all necessary rights, consents, power, authority or permits necessary to enter into this Agreement and at the date of this Agreement there are no existing agreements that conflict with this Agreement;**
- (c) all information which it provides to the University is true, accurate and not misleading in any material respects;**
- (d) it will not do anything and shall ensure that its personnel and Attendees do not do anything, which will or may bring the University into disrepute; and**
- (e) no conflict of interest exists in relation to matters provided for in this Agreement.**

## 18. INDEMNITY

### 18.1 The Client is permitted to be on the University Premises and utilise University property and the University Equipment at its sole risk and shall indemnify and hold harmless the University, and its respective officers and employees, with respect to all losses and costs suffered or incurred by the University in respect of the University Premises and also in respect of all and any claims of, and liability to, third persons for injury, death, loss, damage or liability of any type to the extent arising out of, or in connection with:

- (a) any breach of the Client's obligations hereunder;**
- (b) any breach of applicable laws by the Client or its personnel, or any Attendees; and/or**
- (c) any negligent or reckless act or omission of the Client or its personnel or any Attendees, save to the extent that the negligent acts or omissions of the University have contributed to or caused such injury, death, loss, damage or liability.**

### 18.2 The University shall not be liable to the Client for any indirect, consequential or special loss or damage (including but not limited to loss of profit, loss of revenue, loss of business opportunity, or damage to goodwill). To the extent the University is liable to the Client for any direct losses, the University's liability will in no event exceed the amount paid to the University by the Client under this Agreement.

## 19. INSURANCE

### 19.1 The Client will implement and/or maintain, for the term of this Agreement, appropriate insurance policies sufficient to meet any claims for injury, death, loss, damage or liability of any type arising out of, or in connection with, any act or omission of the Client. Such insurance must be on terms and conditions acceptable to the University and with insurers acceptable to the University and must at a minimum include public liability insurance that:

- (a) provides indemnity against losses for which the Client may become liable for under this Agreement, including damage to the University property; and**
- (b) has a minimum policy limit of \$1,000,000.**

### 19.2 The existence or non-existence of (and level of) any such insurance(s) shall not in any way limit or otherwise affect the liability of the Client under this Agreement.

### 19.3 At the request of the University, from time to time, the Client must provide certificates of currency evidencing that the insurances required by clause 19.1 are in full force and effect.



## 20. CONFIDENTIALITY

- 20.1 Each party will maintain confidentiality at all times, and will not at any time, directly or indirectly disclose or permit to be disclosed to any person, use for itself or use to the detriment of the other party any Confidential Information except:
- (a) as required by law;**
  - (b) if, and to the extent, the Confidential Information is already or becomes public knowledge otherwise than as a result of a breach of this clause 20 by the party disclosing or using that Confidential Information;**
  - (c) as authorised in writing by the other party; or**
  - (d) to the extent reasonably required by this Agreement (and without limiting the effect of this clause, a party may disclose Confidential Information only to its officers, employees or professional advisors on a 'need to know' and confidential basis, as is reasonably required for the implementation of this Agreement).**
- 20.2 For the purposes of the Contracts (Privity) Act 1982, the parties acknowledge and agree that this clause 20 is intended to confer rights and benefits on Attendees and those rights and benefits are enforceable by those third parties as if the Attendees were a party to this Agreement.

## 21. TERMINATION

- 21.1 In addition to any other right of termination or remedy conferred on the parties under this Agreement or by law, the University may immediately terminate this Agreement, or temporarily suspend the operation of this Agreement, in whole or in part, by giving notice to the Client:
- (a) if the Client fails to remedy any breach of its obligations under this Agreement within 2 Business Days or such other time as the University may decide in its discretion;**
  - (b) if the Client is in material breach of this Agreement. For the purposes of this clause, a material breach is a breach which in the absolute and sole discretion of the University cannot be remedied (and to avoid doubt, any act of dishonesty will be deemed to be a material breach of this Agreement);**
  - (c) if the Client has a receiver or statutory manager appointed in respect of itself or any material part of its assets, has any mortgagee enforce its rights under any mortgage over any material part of the Client's assets as a result of an event of default, potential event of default or review event (however described), is declared or becomes insolvent, is unable to pay its debts when they fall due, or is presumed unable to pay its debts in accordance with any applicable legislation;**
  - (d) if the Client makes any assignment to, or enters into any arrangement for the benefit of, its creditors (other than for the purposes of a solvent restructuring);**
  - (e) as a consequence of Objectionable Activity in accordance with clause 8.1((c));**
  - (f) if the University is unable to accommodate a Change Request from the Client; or**
  - (g) if the University Space is unavailable in circumstances where clause 5.2 applies, and the University has elected to terminate this Agreement in accordance with clause 5.2.**
- 21.2 To avoid doubt the University shall not be obliged to compensate the Client if the University terminates this Agreement under clause 21.1.

## 22. CONSEQUENCES OF TERMINATION

- 22.1 Any termination or expiry of this Agreement will not affect any rights of a party that have accrued before termination or expiry.
- 22.2 The University shall be entitled (at its sole discretion) to retain any Deposits paid by the Client if the University terminates this Agreement under clauses 21.1(a) to 21.1(f).
- 22.3 On termination or expiry of this Agreement each party (the "**holder**") shall:
- (a) **promptly return to the other party any property of the other party in the possession or control of the holder under or in connection with this Agreement; and**
  - (b) **except to the extent required by law, if required by notice from the other party, promptly return or (to the extent required by the other party) destroy all the other party's Confidential Information in the holder's possession or control, and certify in writing that it has done so.**

## 23. FORCE MAJEURE

- 23.1 A party (the "**affected party**") shall not be liable for any failure or delay in performance of any obligations under this Agreement to the extent such failure or delay is due to a Force Majeure Event, provided that the affected party:
- (a) **promptly notifies the other party (the "non-affected party") as soon as practicable of the nature and expected duration of the Force Majeure Event and keeps the non-affected party reasonably informed of the steps the affected party is taking to mitigate and remedy the Force Majeure Event;**
  - (b) **uses reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under this Agreement to the extent reasonably practicable; and**
  - (c) **resumes full performance as soon as reasonably practicable.**
- 23.2 The other party shall be relieved of its corresponding obligations to the same extent the affected party is relieved of its obligations due to this clause 23.
- 23.3 If the Force Majeure Event prevails for a continuous period of more than 1 month, the non-affected party may terminate this Agreement by giving 10 Business Days' notice to the affected party. On the expiry of the notice period, this Agreement will terminate.

## 24. DISPUTE RESOLUTION

- 24.1 It is the intention of the parties to work in good faith to achieve the objectives that form the basis of this Agreement.
- 24.2 In the event of any dispute or disagreement between the parties relating to this Agreement the parties will follow the dispute resolution process set out in this clause 24.
- 24.3 Any dispute or disagreement between the parties ("**Dispute**") shall be referred in writing to the Relationship Managers for resolution by negotiation in good faith.
- 24.4 If the Relationship Managers are unable to resolve the Dispute within 5 Business Days, either Relationship Manager may require the Dispute to be escalated for resolution by the Client's Relationship Manager or other person nominated by the Client and the Vice Chancellor of the University or the Vice Chancellor's nominated person by negotiation in good faith.

24.5 If such officers are unable to resolve the Dispute within 10 Business Days of the Dispute being referred to them, either party may refer the Dispute to mediation in which case:

- (a) the parties will jointly appoint a suitably qualified mediator to assist with the resolution of the Dispute;**
- (b) if the parties cannot agree on a suitably qualified mediator within 5 Business Days of the Dispute being referred to mediation, either party may request the chairperson or equivalent officer of LEADR New Zealand Inc. to appoint a suitably qualified mediator;**
- (c) unless otherwise agreed by the parties, the then current model mediation agreement issued by LEADR New Zealand Inc. will be used to manage and record any resolution of the Dispute; and**
- (d) the parties shall share the mediator's costs equally.**

24.6 Nothing in this clause 24 shall preclude a party from taking immediate steps to seek urgent equitable relief before a New Zealand Court.

## 25. NOMINATED REPRESENTATIVES

25.1 Each party will nominate a Relationship Manager from time to time, who will be available at all reasonable times for consultation with the other party in connection with any and all matters arising under this Agreement.

25.2 The Relationship Managers will attend meetings at times agreed to by the parties. Minutes will be taken and signed by the parties to signify that they are a true and correct record of discussions undertaken at the meeting.

## 26. NOTICES

26.1 Subject to clause 26.2, each notice or other communication under this Agreement must be given in writing to the Relationship Manager.

26.2 If a notice or other communication relates to a breach of this Agreement or relates in any way to clause 21, that notice or other communication must be delivered to the University's General Counsel or the Client's Relationship Manager (as applicable).

26.3 A communication in accordance with clauses 26.1 and 26.2 is deemed to be received by the addressee:

- (a) in the case of an email, on the Business Day on which it was sent or if after 5pm the next Business Day after the date of sending;**
- (b) in the case of personal delivery, when delivered; and**
- (c) in the case of a letter posted to a New Zealand address, on the fifth Business Day after posting.**

26.4 Each party shall give the other party notice of any change of Relationship Manager or personnel as soon as practicable.

## 27. GENERAL

27.1 **No assignment:** The Client may not assign, transfer or otherwise deal with any of its rights or obligations under this Agreement. A change in the effective control of the Client shall be deemed to be an assignment or transfer of the Client's rights and obligations under this Agreement.

- 27.2 **Variation:** No variation of or amendment to this Agreement will be effective unless in writing and signed by duly authorised representatives of the parties.
- 27.3 **Severability:** If any term or provision of this Agreement is or becomes invalid or unenforceable or in breach of any Law, the validity of the remainder of this Agreement will not be affected and will remain in force and effect as if this Agreement had been executed with such term or provision eliminated.
- 27.4 **Governing law and jurisdiction:** This Agreement is governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this Agreement.
- 27.5 **Rights cumulative and non-exclusive:** All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law, this Agreement or otherwise.
- 27.6 **Prevailing terms:** In the event of an inconsistency between the terms contained in the Booking Sheet and these General Terms, the terms in the Booking Sheet shall prevail.
- 27.7 **Entire Agreement:** This Agreement constitutes the entire agreement between the University and the Client and supersedes any prior written or oral agreement in relation to its subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.