

Rotorua Museum Venue Hire Terms and Conditions

Rotorua Museum occupies a building that holds the highest classification under the Historic Place Act. To ensure that Rotorua Museum can continue to provide a premium facility and experience for guests we must meet strict terms and conditions of operation. The following terms and conditions must be complied with by all clients of Rotorua Museum, and any suppliers those clients bring into the Museum.

1. Venue hire and access

a) Limitations of operation

All proposed functions will be approved in advance by Museum management. The hirer is responsible for ensuring the limits on visitor numbers and hours of operation are not breached. These include:

- The total number of persons attending the event is not to exceed 350 (including staff catering/security and/or hosting the event).
- The facility will be vacated no later than the specified time, or no later than 1am if no time is specified.
- The appropriate liquor licence will be obtained for events where alcohol is being sold or where tickets are being sold and alcohol is supplied free of charge.

b) Furniture

- Rotorua Museum furniture is not to be used or relocated to any other part of the facility without prior approval from the museum. Failure to observe this condition will result in additional charges to the hirer.

c) Access times

- It is agreed that access to the facility will be granted from the nominated access time and that the facility will be vacated no later than the nominated departure time or no later than 1.00am. Rotorua Museum reserves the right to charge a penalty and any additional costs caused by the hirer vacating the facility later than the nominated time or later than 1.00am. It is the responsibility of the hirer to inform the caterers and the contractors of the agreed time of access.
- Access to the Mezzanine can occur prior to the Museum closing time with prior approval of the Museum management. Only when the venues own tables and chairs are hired can set up occur during opening hours. All access times for you and your suppliers must be agreed with the Museum prior to the night.
- Access to the Museum during opening hours shall be through the rear of the building and shall not disrupt the museum's normal operations. Afterhours access to the Museum shall be through the front entrance.

d) Disabled Access

- Disabled access to the facility is via the main door, and a disabled toilet is located alongside the main toilet facilities. Disabled access to the mezzanine floor of the foyer is via the elevator near the main toilets.

e) Preferred Contractors

- Rotorua Museum has a list of preferred contractors (catering, theming etc) list for the hirer to choose from. For the safety of the facility it is imperative that only these contractors are used. Please contact Rotorua Museum for this information.

2. Liability and indemnity

- **Conduct** - The hirer shall conduct the event in an orderly manner, in full compliance with all applicable laws, and at minimum disruption to adjacent businesses. If Rotorua Museum has reason to believe that the event will affect Rotorua Museum's future business interests, security, or reputation, it reserves the right to cancel the event without liability at any time before the commencement of the event or during it without refund of payments and/or deposits. If the hirer's conduct, or the conduct of any person in or at the facility during the hirer's event, is such that Rotorua Museum reasonably objects to the conduct of that person or persons (including, but not limited to, drunkenness, damaging behaviour, unacceptable noise or other disturbance) Rotorua Museum may require the hirer and any persons attending the hirer's event to vacate the facility and in that case Rotorua Museum will not be required to refund the hirer's payment for the hire of the facility and/or deposits. Rotorua Museum reserves the right to exclude or remove any objectionable persons from the event at any time during the event.
- **Disclaimer** - Rotorua Museum accepts no liability for any personal injury suffered by, or loss of or damage to property belonging to the hirer, the hirer's guests, contractors or visitors while they are at the facility, during the hirers event.
- **Disputes** - If at any time any question, dispute or difference whatsoever shall arise between Rotorua Museum and the hirer, either party may forthwith give notice in writing of the existence of such question, dispute or difference and the matter shall be referred to the arbitration of a person to be mutually agreed upon. This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 and its amendments. The award of the arbitrator shall be final and binding.

3. Cleaning and Security

- **Security: Opening/Lock up** - A Museum representative and/or security guard will be present at the Museum from the nominated time to allow access. Depending on the type of function, a specified number of security guards will be on site for the duration of the function at the cost of hirer. All security guards will be appointed and arranged by Rotorua Museum. All areas other than those specified in the venue hire contract will remain alarmed during the function. Any costs incurred as a result of a breach of security in these areas will incur a charge.
- **Damage to and care of the facility** - Damage to the facility or equipment and furniture provided by Rotorua Museum, by the hirer, the hirer's guests, the hirer's contractors or any other person attending the hirer's event is the sole responsibility of the hirer and Rotorua Museum reserves the right to charge additional costs of replacement or repair.

- Nothing is to be nailed, screwed, stapled and or adhered to any wall, door or

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other surface of the facility.

- Property removal - The hirer shall be responsible for the removal of the hirer's property and the property of the hirer's guests, contractors and invitees, and rubbish after the conclusion of the event and within agreed time frames. Any items left in the venue after the event without prior arrangement will be deemed abandoned. Rotorua Museum may charge additional costs for its removal.
- Smoking - The facility is a non-smoking venue. Rotorua Museum reserves the right to remove any guests who fail to observe the no smoking rule. Smoking is permitted outside the facility.

4. Pricing and charges

- Confirmation and payment - In order to confirm a booking for the venue the completed and signed "Booking Confirmation" and non-refundable deposit of 50% of venue hire must be received. The deposit is due within 14 days of the original reservation. If confirmation is not received within the 14 day period, Rotorua Museum reserves the right to cancel the reservation and allocate the facility to another hirer. Payment of the balance is due not less than two weeks prior to the function.
- Overtime penalties - Rotorua Museum reserves the right to charge \$250+GST per hour penalty and any additional costs caused by the hirer vacating the facility later than the nominated time, or later than 1.00am.
- All deposits are non-refundable if the client cancels the contract for the facility.