



TCC-Events 'N' Venues Limited

Terms and Conditions

Definitions:

Agreement means these terms and conditions and the terms contained in the Booking Event Order;

Booking Event Order means the Booking Event Order referred to in clause 2.1.

Catering Services means the catering services to be provided (if any) to the Client as set out on the **Schedule**;

Client means the party in whose name the Booking Event Order is completed and who will be liable for all costs relating to the Venue and Services;

TCC-Events means TCC-Events 'N' Venues Limited

Event means the event(s) appearing in the **Schedule** in the column marked "Event";

Guests are the guests of the Client who are to attend the Event;

Services means the Venue together with any agreed ancillary services provided by TCC-Events to the Client to be used in conjunction with the Venue and includes the Catering Services;

Schedule means the schedule attached to these terms and conditions.

Venue means the facility and room(s) to be provided by the Venue Provider as appearing in the **Schedule** in the column marked "Resource" or as may be agreed in writing between TCC-Events and the Client from time to time;

Venue Provider means the party who is contracted by TCC-Events to provide the Venue.

Venue Rules means the rules provided in clause 10 of this Agreement.

Working Days means a day when the trading Banks are open in Auckland; and

Time means the allocated time of the Event as agreed between TCC-Events and the Client and as otherwise set out in the Schedule.

Construction

In the construction of this Agreement, unless the context requires otherwise:

Background, clauses and Schedule: references to Background, clauses and Schedule are to background and clauses of and the schedule to, this Agreement, and unless stated otherwise, a reference in a schedule to a clause is a reference to a clause in that schedule;

Headings: headings appear as a matter of convenience and do not affect the construction of this Agreement;

Parties: a reference to a party to this Agreement or any other document includes that party's personal representatives/successors and permitted assigns;

Including: including and similar words do not imply any limitation; and

Words importing the Singular also include the plural and vice versa.



1. General Conditions

- 1.1 These terms and conditions comprise an agreement between TCC-Events and the Client in relation to Services together with any agreed variations as provided in this Agreement.
- 1.2 The party signing a copy of these conditions on behalf of the Client confirms:
- (a) that it has authority to bind the Client; and
 - (b) that the Client will pay all costs, charges and expenses payable under these terms and conditions.
- 1.3 In order to secure the Services the Client must sign these terms and conditions and return it together with the Booking Event Order to TCC-Events together with the payment of the deposit.
- 1.4 TCC-Events reserves the right to decline the provision of any Services or Client's booking without providing a reason for such refusal.
- 1.5 The Client has been advised that as a result of making a booking at the Venue TCC-Events may receive a commission or payment by the Venue Provider. In executing this agreement the Client consents to any such commission or payment being made to TCC-Events.

2. Bookings

- 2.1 No Services will be provided by TCC-Events until the Client **signs and returns** to TCC-Events the Booking Event Order setout in the **Schedule**.
- 2.2 The Client is to sign and return within 48 hours from its receipt the Booking Event Order. In the event that Booking Event Order is not signed and returned within that time period TCC-Events shall be entitled to decline any Booking Event Order or any part thereof.
- 2.3 If the Client is required to raise a purchase order number to confirm the Booking Event Order the same must be supplied upon the return of the Booking Event Order. If the Client is unable to supply a purchase order at that time, then the Booking Event Order will not be confirmed by TCC-Events staff until the purchase order is received

3. Costs

- 3.1 All prices for the Services are subject to the costs and charges levied by the Venue Provider. TCC-Events has no control over any such costs and charges or any changes or variations to the same.
- 3.2 These terms and conditions are based on advertised or provisional costs and charges of both the Venue Provider and TCC-Events applicable to the date of receipt of the Booking Event Order. Where any Event for which the booking is made falls outside the period for which prices have been confirmed by either TCC-Events or the Venue Provider TCC-Events reserves the right to pass to the Client any increased cost payable.
- 3.3 TCC-Events reserves the right to increase the advertised prices at any time before the receipt of the Booking Event Order, and at any time thereafter by negotiation and agreement with the Client.



- 3.4 All prices are exclusive of Goods and Services Tax ("GST").
- 3.5 The number of Guests must be confirmed on the Booking Event Order no later than 10.00am, three (3) Working Days prior to the date of the Event.
- 3.6 Where TCC-Events has advised that a minimum number of Guests is required for a Venue, and where the number of guests confirmed pursuant to clause 3.5 is below that minimum number, then in that event TCC-Events shall be entitled to either cancel the Event or increase the costs and charges payable by the Client.
- 3.7 The Client must notify TCC-Events in writing of any cancellation or reduction in the number of Guests attending the Event or any reduction in the Services booked.
- 3.8 The final invoice for costs of the Services shall be based on the higher of:
- (a) the costs of the Services as appearing in the Booking Event Order; or
 - (b) the cost of the Services together with the actual number of Guests who attended the Event.
- 3.9 If the Client is exempt from the requirement to pay GST, evidence of such exemption in a form acceptable under the GST Act 1985 must be provided with these signed terms and conditions.
- 3.10 It is agreed that the Event will commence at the Time and that the Venue allocated will be vacated at the Time. In cases where an Event goes beyond the agreed Time and the following client is inconvenienced then TCC-Events may in its sole discretion charge further costs, which are reasonably incurred to ensure the smooth operation of any following function.
- 3.11 Should the Event exceed its Time by more than one (1) hour, then the Client will be liable to pay:
- (a) any after-hour penalty charge levied by the Venue Provider; and
 - (b) the costs and charges of TCC-Events based on the number of staff in attendance and their relevant after hours, hourly charge-out rate.
- 3.12 An Event 'without catering' noted in the **Schedule** means an Event without one main meal included i.e. breakfast, lunch, dinner or cocktail food. These Events are charged at the TCC-Event's applicable rates prevailing at that time.
- 3.13 Additional charges will be levied for:
- (a) any equipment required for the Event from an external hire company; and
 - (b) any required security staff.

4 Deposit

- 4.1 The Client shall pay a deposit equal to fifty percent (50%) of the total cost of the Services ("the Deposit") which shall be by paid upon submission of the signed Booking Event Order.
- 4.2 TCC-Events may cancel the Services at any time until such time as the Deposit has been paid.
- 4.3 The Deposit is non-refundable.



5 Cancellation by the TCC-Events

- 5.1 In addition to TCC-Events right to cancellation for non-payment of the Deposit TCC-Events reserves the right to cancel any Event with or without notice in the following instances:
- (a) if the TCC-Events' performance of its obligations under these terms and conditions is prevented by acts, events, omissions or accidents beyond the reasonable control of the TCC-Events;
 - (b) if the Event or any part of it might prejudice the reputation of the TCC-Events; or
 - (c) The number Guests are not confirmed pursuant to clause 3.4; or
 - (d) The minimum number of Guests required for a Venue is not achieved as required pursuant to clause 3.5.
- 5.2 TCC-Events is excused from performing its obligations under these terms and conditions to the extent it is prevented from doing so because of an event outside its control and/or because of any failure by the by the Venue Provider to provide the Venue.

6 Cancellation

- 6.1 In the event of:
- (a) any cancellation whether pursuant to the terms of this Agreement or otherwise; or
 - (b) any reduction in the number of Guests attending the Event;
 - (c) any reduction in the number of Guests below the minimum number required by the Venue Provider;
 - (d) any reduction in the Services to be provided to the Client; or
 - (e) Breach of Venue Rules

the Client will pay to TCC-Events a charge determined upon the relevant event occurring as setout in the table below ("Cancellation Charge"):



Relevant Event Occurring	Cancellation Charge
Cancellation at anytime within ten (10) Working Days prior to the Event	The total cost of the Services as per the Booking Event Order
Cancellation within the period between ten (10) and twenty (20) Working Days prior to the Event	The Deposit plus 50% of the cost of the Services as per the Booking Event Order
Cancellation by the Venue Provider	
Reduction in the number of Guests (but not below a minimum number required by the Venue Provider)	All costs of the Services as per the Booking Event Order
Reduction in the number of Guests to below the minimum number required by the Venue Provider	The Deposit (is forfeited)
Reduction in Services to be provided	The total cost of the Services as per the Booking Event Order
Breach of the Venue Rules (clause 10)	

7 Payment

- 7.1 TCC-Events shall invoice the Client for all sums payable or recoverable under this Agreement immediately after the Event.
- 7.2 Payment may be made by credit card or bank transfer. Payment by credit card is accepted subject to the payment of a surcharge to cover any commission payable by TCC-Events to the credit card company.
- 7.3 Payment must be made within seven (7) days of completion of the Event. Time of payment is of the essence and payment by post shall be at the Client's risk.
- 7.4 If payment is not received within the time specified above, then TCC-Events reserves the right:
- (a) to charge interest at the rate of two per cent (2%) per annum above bank base rate compounded monthly on all sums outstanding on accounts rendered from the date on which the sums become due until the date on which the payment is received; and
 - (b) to charge all costs in relation to the enforcement of any rights under this Agreement and without limitation all collection costs incurred by TCC-Events or charged by a debt collection agency in collecting any payment due to TCC-Events under this Agreement.

8 Variations



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- 8.1 If the Client wishes to vary the details of their Booking Event Order after having signed and returned the same it should inform TCC-Events as soon as possible in writing. TCC-Events reserves the right to disapprove any variations to the Booking Event Order but shall use its best endeavours to meet the Client's reasonable requirements for changes but does not guarantee to do so.
- 8.2 The Client agrees that any reduction in the number of Guests attending the Venue or any reduction in Services as provided in the Booking Event Order constitutes a cancellation in whole or part of the agreement for the Services and may result in the application of cancellation charges as detailed in clause 6.

9 Venue

- 9.1 In the event that the Venue cannot be made available, TCC-Events reserves the right to substitute comparable facilities and where possible will give the Client prior written notification of any substitution.
- 9.2 The Client is aware that TCC-Events is procuring the Venue from a Venue Provider. The Client accepts that any cancellation rights imposed by a Venue Provider are implied into this agreement and as such any cancellation by the Venue Provider shall be determined as provided in clause 6.1.
- 9.3 TCC-Events shall advise the Client before the Event of any applicable rules applying to the Venue which are not otherwise provided in clause 10 of this Agreement.

10 Venue Rules

10.1 Decoration of Venue

Decoration or signage for the Venue must be approved by TCC-Events facility staff prior to the Event.

10.2 Food and Drink at Venue

No food or beverage of any kind may be brought to the Venue by the Client or any Guest or visitor to the Event except where agreed in writing in advance, and on payment of the TCC-Events' corkage charge where appropriate.

10.3 Car Parks at Venue

TCC-Events accepts no liability for cars parked at the Venue or the surrounds of the Venue.

10.4 Repairs to Venue

- (a) The Client will be liable for all repair and replacement costs in respect to any accidental damage to buildings, furniture, furnishings or other property located at the Venue caused by the Client's Guests or invitees.
- (b) If any of the Client, Guests and visitors to the Event refuses or fails to adhere to these Venue rules, TCC-Events reserves the right to terminate the Booking Event Order and to require immediate vacation of the Venue. In that event the Cancellation Charges shall apply.



- (c) Any costs associated with cleaning or repairing the Venue arising as a result of the Client's use of the Venue will be charged to the Client.

10.4 Cleanliness

- (a) The Client shall keep the Venue and its surrounding common areas of access together with any car parks clean and tidy.
- (b) The Client will be responsible for the removal of all property or merchandise after the conclusion of the Event

10.6 Behaviour

- (a) The Client shall be responsible for supervising and maintaining order at the Event at all times and ensuring that all Guests and visitors to the Event observe the regulations pertaining to fire, health and safety, security and animals applicable to the Venue.
- (b) The Client shall not cause a nuisance to any other users of the Venue or other users in which the Event is located.
- (c) Smoking by Guests and visitors to the Event is not permitted anywhere in the Venue. Designated smoking areas are provided at the Venue and the Client should inform all its Guests and invitees as to the Venue.
- (d) The Client or the authorised representative of the Client must be present at the Venue throughout the duration of the Event.
- (e) The Client, Guests and visitors to the Event shall comply with all reasonable requests and instructions of TCC-Events' staff.
- (f) If the Client anticipates any disruption of any kind, before, during or after the Event, it shall inform TCC-Events immediately.
- (g) The Client, Guests and visitors shall not use or permit the Venue to be used for any illegal or immoral purposes.
- (h) Anyone person or persons contravening the Sale of Liquor Act 1989 will be removed from the Venue and sent home in a taxi and the Client shall pay all costs so incurred.

10.7 Venue Provider rules

Except where inconsistent with the terms and conditions of this Agreement any rules and requirements imposed by the Venue Provider in respect *to the use of the Venue* shall apply mutatis mutandis in this Agreement as if set out in length herein. The Client agrees that together with its guests and invitees it shall be bound by any rules and requirements of the Venue Provider and in the event of any breach which results in costs, charges or damages recoverable by the Venue Provider against either the Client or TCC-Events, then in that event all such costs, charges or damages shall be paid by the Client and be recoverable pursuant to the terms of this Agreement. The terms and conditions of the Venue Provider are at the Client's request available for inspection by the Client at any time.

11 Insurance

- 11.1 The Client is advised to obtain insurance cover for any claims for which it may be liable under this Agreement. The Client agrees to permit TCC-Events to view on request a



copy of any relevant insurance documentation.

12 Indemnity

- 12.1 The Client agrees to indemnify TCC-Events for all losses, damages, claims, costs or expenses incurred or suffered by TCC-Events arising out of or in connection with the Client's use of the Venue.
- 12.2 The Client shall make good any damage to the Venue.

13 Liability

- 13.1 Except for personal injury or death caused by negligence and other circumstances where liability may not be limited under any applicable law, the liability of TCC-Events its officers, employers, agents or sub-contractors to the Client in respect of any claim arising as a result of any acts or omissions under or in connection with Venue, Services or these terms and conditions, whether caused by breach of contract, misrepresentation, negligence or any other tort, breach of statutory duty or otherwise, will be limited to repayment of the Deposit or any other sums already paid to TCC-Events.
- 13.2 TCC-Events shall not be liable for any loss or damage to personal property or vehicles or their contents belonging to the Client or Guests or visitors to the Event.
- 13.3 TCC-Events will not accept any responsibility for any damage to or loss of property or merchandise left at the Venue prior to, during or after any Event. It is recommended that the Client arrange its own liability insurances.

14 Miscellaneous

- 14.1 The Client may not assign its rights under these terms and conditions to any other party or parties.
- 14.2 No failure or delay on the part of TCC-Events to exercise any right or remedy available to it under these terms and conditions or otherwise shall operate as a waiver of that or any other right.
- 14.3 The Client shall not during the term of this agreement or a period of six (6) months from the date of the Event whichever is the longer period, engage or contract directly or indirectly with the Venue Provider to provide the Venue to the Client other than through the instrumentality of TCC-Events. For the avoidance of doubt the Client agrees that it shall not seek to obtain the Venue were in doing so TCC-Events is precluded from receiving payments for the Services. In the event that this provision is breached by the Client the Client agrees that as a measure of the loss suffered by TCC-Events the Client shall pay to TCC-Events the costs of the Services as appearing in the Booking Event as liquidated damages.

15 Terms and Conditions to Prevail

- 15.1 (a) These terms and conditions shall prevail where there is any inconsistency or variance with:
- (i) any previous terms and conditions, invoice or document;
 - (ii) any previous usage of trade or course of dealing between the parties; and
 - (iii) anything that may have been stated by either party (or their



representatives), electronic or otherwise, from one party to the other party unless specifically agreed to in writing by TCC-Events.

- (b) No alteration or variation of these terms and conditions will be binding upon TCC-Events unless authorised by TCC-Events in writing. These terms and conditions will without further notice apply to all future transactions between the parties whether or not this document is delivered to you in the course of such a transaction.

16 Severance

- 16.1 Should these terms and conditions or any part of them be held by a Court to be ineffective by virtue of illegality or otherwise, such term or part of it may in TCC-Events' sole discretion be severed from the rest without affecting the validity or enforceability of the remaining terms.

17 Waiver

- 17.1 The delay or failure by TCC-Events to enforce its rights at any time or for any period in relation to any one or more of these terms and conditions shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of these terms and conditions.

18 Alternative Dispute Resolution

- 18.1 In the event of any dispute arising between TCC-Events and the Client, such dispute shall in the first instance be referred to mediation for resolution.
- 18.2 In the event that resolution by mediation is not achieved to the satisfaction of both parties within thirty (30) days of referral to mediation, either party may then take legal action to resolve the dispute.
- 18.3 Nothing in this clause prevents TCC-Events from taking legal action to enforce payment of any debt due, nor where required to seek interlocutory or injunctive relief.

19 Notices

- 19.1 Any notice or communication required or permitted to be given under these terms and conditions shall be valid and effective only if in writing. Any notice given and any payment made by any party to the other which is:
 - (a) delivered by hand during the normal business hours of the addressee at the addressee's last known address shall be presumed to have been received by the addressee at the time of delivery;
 - (b) posted by prepaid registered post to the addressee at the addressee's last known address shall be presumed to have been received by the addressee on the second day after the date of posting; and



- (c) transmitted by facsimile or email to the addressee at the addressee's last known facsimile number or email address shall be deemed to have been received by the addressee on the date of transmission thereof provided the sender has obtained an error free report of such transmission or advice response that the email has been opened or a reply.

20 Privacy Act

- 20.1 (a) The Client authorises TCC-Events to obtain from any credit reporting agency, a credit report concerning its credit information for the purpose of determining whether TCC-Events should supply the Services. The Client acknowledges that by placing a Booking Event Order, it is authorising each such source to provide TCC-Events any information about which it may require; and
- (b) Unless TCC-Events is notified in writing by the Client promotional material of TCC-Events may be sent to the Client from time to time.

21 Personal Guarantee

- 21.1 If the Client is a company or Trust, the Director(s) or Trustee(s) (as the case may be) sign these terms and conditions, in consideration for TCC-Events agreeing to supply the Venue and Services and grant credit to the Client at their request, and sign these terms and conditions in their personal capacity and jointly and severally personally guarantee as principal debtors to TCC-Events the payment of any and all moneys now or hereafter owed by the Client to TCC-Events and indemnify TCC-Events against non-payment by the Client. Any personal liability of a signatory hereto shall not exclude the Client in any way whatsoever from the liabilities and obligations contained in these terms and conditions. The signatories and the Client shall be jointly and severally liable under these terms and conditions and for payment of all sums due hereunder.

SCHEDULE