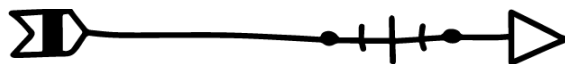




CONTRACT OF HIRE AND TERMS & CONDITIONS



1. THE PARTIES

This contract is between NZ High Country Limited (NZHC) & (Client Name) (Hirer).

2. DEFINITIONS

In this Contract, the following definitions will apply:

Contract means this contract of hire and terms & conditions;

Event means the event taking place at the Venue on the Event Date;

Event Date means the date of the Event as set out in the venue hire details in clause 3;

First Instalment means the amount payable to confirm the booking, as described in clause 4;

NZHC Approved Caterer means a caterer listed on the approved caterers list provided by NZHC;

Person Under the Control of the Hirer means all employees, agents, contractors, sub-contractors, suppliers, vendors, Event guests and other invitees of the Hirer;

Venue means the venue hired by the Hirer for the Event as set out in the venue hire details in clause 3; and

Venue Hire Cost means the hire cost of the Venue as set out in the venue hire details in clause 3.

3. VENUE HIRE DETAILS

NZHC agrees to hire the Venue to the Hirer for the Event in accordance with the terms and subject to the conditions of this Contract.

Venue Hired: (Venue Name, Location)

Date/s Booked (Event Date): example... 9th of February 2019
(Includes 8th of Feb for pack in only at Lake June only)

Total Venue Hire Cost: NZD (Venue Cost) plus GST

Payment Instalment Schedule

Payment Terms	Date Due	Amount – Incl. GST
Instalment #1 – 1/3 rd of venue hire	(14 days on arrival of contract)	\$
Instalment #2 - 1/3 rd of venue hire	(1/2 way until event date)	\$
Instalment #3 – final 1/3 rd of venue hire + transport, bond and any additional items confirmed	(30 days out)	\$ For groups up to 150 pax, the bond is \$2,000

4. BOOKING CONFIRMATION

In order to confirm a booking, one third of the Venue Hire Cost (**First Instalment**) must be paid by the Hirer to NZHC and a signed copy of the Contract must be provided to NZHC within 14 days of the date that the booking is made. If the First Instalment has not been paid and/or the signed

Contract not received within 14 days of the date that the booking is made, the booking will become void. The First Instalment is non-refundable.

5. VENUE HIRE COST

The Venue Hire Cost is payable in three instalments. Following payment of the First Instalment in accordance with clause 4, the Hirer will pay:

- a) a further one third of the Venue Hire Cost is due halfway between booking and Event Date (**Second Instalment**); and
- b) the final one third of the Venue Hire Cost plus any additional costs no later than 30 days prior to the Event (**Third Instalment**).

The Second Instalment and Third Instalments are non-refundable, except as expressly set out in this Contract.

Please consider international bank fees if depositing money from an overseas account and ensure this is included into the total deposited amount. The Hirer is responsible for all international bank fees.

Account Name: NZ High Country Limited
Bank: ASB Bank Ltd
Bank Address: 12 Jellicoe Street, ASB North Wharf, Auckland, NEW ZEALAND
Account Number: 12-3193-0006604-00 or -000
Our Address: P O Box 2904 WAKATIPU 9349
Swift Code/IBAN: ASBBN22A

6. BOND FOR ALL VENUES

A NZD\$2,000 refundable bond is required to be paid by the Hirer to NZHC to ensure the due and proper performance by the Hirer of its obligations under this Contract and to make good any damage or loss. The bond is due no later than 30 days prior to the Event.

If the Hirer breaches or fails to properly perform the Hirer's obligations under this Contract or any damage, breakage, loss or theft occurs to any property owned or provided by NZHC or its contractors, employees or suppliers in connection with the Event and which is caused directly or indirectly by the Hirer or any Person Under the Control of the Hirer, then NZHC may use the bond to carry out the Hirer's obligations or rectify the damage or loss caused and may deduct from the bond any and all costs incurred by NZHC in carrying out those obligations or rectifications.

If additional charges are incurred by the Hirer in accordance with this Contract during the course of the Event or otherwise, NZHC may deduct such charges from the bond.

Where there are no deductions to be made from the bond, (or the applicable deductions are less than the amount of the bond), the Hirer will be reimbursed for the bond (or the balance thereof) within 30 days of the Event.

If the damage, loss or additional charges exceed the amount of the bond, the Hirer remains liable to NZHC for the balance exceeding the bond amount. The amount of the bond is not a limitation or cap on the Hirer's liability under this Contract.

7. TIMINGS – SET UP, EVENT DAY AND PACK DOWN

The Hirer's permitted access times are dependent on the Venue hired.

If additional time is needed, then this is by prior arrangement and agreement only and may incur an additional cost.

If timings exceed the allocated time without prior agreement, the Hirer may be charged an additional fee of \$75 per hour for every hour (or part thereof), up to a maximum of 5 hours, or if more than 5 hours on any day, an additional cost equal to a half day Venue hire may be charged for that day.

Liquor licence hours may differ from the noise curfews set out below. It is the Hirer's responsibility to ensure that the end of the Event and transport timing coincides with liquor licencing requirements.

Lake June Marquee

Unless advised otherwise:

- The Hirer is entitled to access the Lake June marquee the day prior to the Event Date for set up. Set up times are regular business hours from 9.00am to 5.00pm.
- On the Event Date, set up is from 9.00am.
- Beverage service stops in accordance with the Liquor Licence holder's arranged timings. This cannot be adjusted after notification on the run sheet and agreement of the finish timings for Bar, Band and Transport.
- Noise curfew is at the time the beverage service concludes. In most instances this is 12am.
- Transport for guests leaving is to be complete with 30 minutes of the end of service.
- Pack down that evening must be concluded within one hour of guests leaving.
- Pack out day (being the day immediately after the Event Date) is from 9.00am to 12.00pm.

Summer Views Marquee

- The Hirer is entitled to one additional day for each of pack in and pack out, with access permitted between 9.00am to 5.00pm each day.
- On the Event Date, access is from 9.00am.
- Beverage service stops in accordance with the Liquor Licence holders arranged timings.
- Noise curfew at the latest is 12.00am with guests departing by 12.30am.
- Pack down that evening must be concluded by 1.30am.
- Pack out day (being the day immediately after the Event Date) is from 9.00am to 12.00pm.

Land Only Venues

Access to Tussock Point, Summer Views (land only) or Country Courtyard varies depending on the package hired.

- Simple – pack in, the Event and pack out is all to be within the one day, between 9.00am to 5.00pm
- Minimal – pack in, the Event and pack out is all to be within the one day, between 9.00am to 5.00pm
- Light Infrastructure – the Hirer is entitled to one additional day for pack in OR pack out only, between 9.00am to 5.00pm. On the Event Date, the Hirer and its suppliers and guests are permitted onsite between 9.00am to 7.00pm.
- Full Infrastructure - the Hirer is entitled to one additional day for each of pack in and pack out, with access permitted between 9.00am to 5.00pm each day. On the Event Date, access is from 9.00am. Noise curfew is 12.00am with guests departing by 12.30am. Pack out that evening must be concluded by 1.30am.

8. USE AND CARE OF THE VENUE

The Hirer may only use the Venue in the manner agreed with NZHC and in accordance with this Contract.

The Hirer must take proper care to ensure that no damage to the Venue or any equipment provided by NZHC or NZHC's employees, contractors or suppliers occurs. The Hirer is responsible for the cost of repairing, replacing or rectifying any such damage.

The Hirer shall not, nor shall it allow any Person Under the Control of the Hirer, to:

- a) use any of the Venue's equipment, fittings or fixtures, or the heating and ventilation systems within the Venue, other than for their designed use and in accordance with any applicable operating instructions;
- b) turn on or off, or otherwise operate the NZHC generators provided by NZHC for use by the Hirer;
- c) use or allow the use of any non-biodegradable or food based confetti. Biodegradable confetti such as rose petals is permitted only with the prior written consent of NZHC. The removal of all rubbish associated with such approved confetti will be the sole responsibility of the Hirer;
- d) use or allow to be used in the Venue any form of lighting with a naked flame (for example candles or oil burners) without the prior written consent of NZHC;
- e) use or allow the use of any fires, fireworks displays, weapons or floating lanterns;
- f) use the Venue in any illegal or offensive manner;
- g) smoke inside any structure at the Venue. Smoking is permitted outside but only in the designated areas. All cigarette butts must be extinguished properly and put in the ashtrays provided.

The Hirer shall not (and shall ensure that each Person Under the Control of the Hirer does not) 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 others or damage the reputation of the Venue or NZHC or any of its property. The Hirer acknowledges that NZHC may eject or refuse admission to any person who fails to behave in accordance with these standards, in which case the Hirer indemnifies NZHC for any claims that may be made against NZHC as a result of such action.

At certain times of the year, contained open flames outdoors will be allowed, but this is only with the prior written consent of NZHC, with appropriate health and safety protocols in place and in line with the threat of fire risk at that time of year. Decorative candles indoors are permissible with the approval of the NZHC staff member on site at the time of the Event and must be extinguished upon request.

In cooler months, additional heating is recommended. NZHC staff are able to provide recommendations to the Hirer. Additional charges may apply.

Drones are strictly prohibited at the Event without the prior written consent of NZHC. If the Hirer's photographer or videographer is a licenced drone pilot, they can apply for permission to fly from Queenstown Airport. If permission is granted, the photographer or videographer must submit their approval paperwork and a copy of the pilot's public liability insurance a minimum of 7 days before the Event Date for NZHC's consideration.

During the Event the Hirer shall, and the Hirer shall ensure that all Persons Under the Control of the Hirer, comply with all applicable laws, regulations, bylaws and rules of conduct for the Venue and any reasonable directions of NZHC and that they do not do or omit to do anything that may cause the Hirer to be in breach of the Hirer's obligations under this Contract.

9. CLEANING AND RUBBISH

Cleaning and rubbish removal is dependent on the Venue hired.

Cleaning fees for the Lake June marquee are included in the Venue Hire Cost.

The Hirer will be responsible for any additional cleaning or rubbish removal costs incurred by NZHC if the Venue is left in an excessively dirty condition due to the actions or inactions of the Hirer or any Person Under the Control of the Hirer or a failure to comply with its obligations below.

If a large amount of rubbish is predicted, the Hirer may request additional rubbish or recycling bins. This will be arranged through the NZHC venue manager and additional charges may apply.

Lake June & Summer View Marquee

Before the Hirer's arrival, Lake June marquee and Summer Views will be professionally cleaned.

During set up, suppliers and the Hirer will have access to brooms, rubbish bins, recycling bins and various cleaning items which can be used to tidy small areas of fallen foliage and packaging.

After the Event concludes on the Event Date, approved caterers will work with NZHC staff to tidy the venue in line with the requirements of NZHC.

On the pack out day, the Hirer and its suppliers are required to collect all personal items in line with the pack out timings as per their relevant hire. In some cases, suppliers may be able to collect items outside of the Venue hire pack out hours, however this is on a case by case basis and will be managed and approved by NZHC staff and the supplier directly.

Land Only Venues

The Hirer and its suppliers are required to remove all rubbish, recycling and personal items from site in line with the pack in and pack out schedule as per their relevant hire. NZHC does have livestock and wild animals onsite, therefore it is paramount that all food scraps and items that an animal could consume are promptly removed. NZHC Approved Caterers are aware of this requirement.

10. SUPPLIERS

The Hirer must provide NZHC with a list of all proposed supplier and vendor details (including transport operators) at least 30 days prior to the Event Date. This list is subject to the approval of NZHC and only approved suppliers will be permitted to access the Venue or the NZHC site. NZHC will work with the Hirer to plan set up and pack down times of each supplier. NZHC will provide a 'run sheet' checklist which will help with the planning process.

NZHC staff will try to accommodate booked suppliers, however in some cases the supplier, item or service hired may not be permitted. Whilst onsite, if NZHC believe a supplier is not respecting NZHC's property, causing damage or not operating safely or legally, or doing anything else which NZHC believes may pose a risk to the safety of any person at the Venue or the Venue itself, or is in breach of this Contract, they will be asked to stop work and in some cases, to leave.

The Hirer must ensure that its suppliers comply with all reasonable directions of NZHC, including where NZHC is exercising its rights under this Contract.

NZHC is not responsible for any charges incurred for cancelled suppliers if they are not permitted to work onsite or are unable to provide their services, including where NZHC exercises its rights under this Contract.

Pack down and collection of the supplier's and Hirer's property is the responsibility of the Hirer.

Where the Hirer contracts a supplier or other third party to carry out any of its obligations under this Contract, the Hirer remains liable to NZHC for performance of those obligations.

11. NZHC APPROVED CATERERS

If the Hirer would like to book a caterer that is not a NZHC Approved Caterer, this may be possible, however this is on a case by case basis and at the sole discretion of NZHC. In this case, there will be an additional fee (of a minimum of \$450 + GST to be advised by NZHC to the Hirer) for additional work required by NZHC to ensure the caterer is capable of working onsite successfully and in accordance with NZHC's policies and guidelines.

In the occasion of food trucks for catering, a \$300 + GST charge applies to cover the cost of rubbish, recycling and waste water.

12. CHILLER TRAILERS

Chiller trailers are to be delivered to the Venue on the Event Date in line with the anticipated timing of the generators being turned on by NZHC staff. Chiller trailers are to be delivered via a capable driver in a vehicle suitable for the conditions and rural gravel roads.

13. LICENSED PREMISES

The Venues are not licensed premises. The Hirer is responsible for all liquor licencing requirements and must ensure a liquor licence is obtained if liquor is to be sold or served at the Event. All NZHC Approved Caterers hold a liquor licence and are responsible for adhering to the Responsible Service of Alcohol legal requirements to serve and supply alcohol. It is the Hirer's responsibility to ensure its caterer or alcohol provider holds this licence. The holder of the liquor licence and those serving or selling liquor at the Event must be independent of the Hirer.

14. GATE CODE

The gate code to access the Venue will be provided to the Hirer upon sign in only. Under no circumstances is the Hirer to pass the gate code on to any other person. Any other persons wishing to access the Venue must be approved by NZHC and will be provided with the gate code from NZHC directly. Anyone accessing the Venue must be inducted and signed into the NZHC Health and Safety policy on the Zero Harm Farm website as provide by a NZHC venue manager.

15. TRANSPORT / VEHICLES

All guests are required to arrive at and vacate the Venue via a professional transport service that is approved to operate on NZHC roads (see clause 16).

During pack in and pack out, the Hirer is permitted to have a small number of personal vehicles onsite for delivery of equipment and persons. All vehicles must have capable drivers using suitable vehicles for NZHC roads. All persons and drivers must be inducted and signed into the NZHC Health and Safety policy via the Zero Harm Farm website.

All vehicles requiring access on the Event Date must be pre-approved by NZHC management.

For Events held during winter, all vehicles that are permitted at the Venue in relation to the Event are required to carry snow chains suitable to the vehicle.

16. TRANSPORT - NZ SKI TERMS AND CONDITIONS

NZ Ski is the NZHC preferred coach transport operator. NZHC will work with the Hirer to manage all transport to/from the Venue. NZHC will invoice the Hirer for all transport hired through NZ Ski,

however the standard NZ Ski Transport terms and conditions still apply to the Hirer. These terms will be provided to the Hirer by NZ Ski at the time of booking and include the following:

“Cost only includes driving and waiting times that are specified. All costs exclude GST unless otherwise specified. Any additional driving or waiting time beyond the time quoted above will be charged for at \$100.00 per hour (plus GST) for each vehicle. Additional vehicles to accommodate excess luggage that is not included in the above booking will be charged at \$300 plus GST. Additional mileage beyond the above confirmation is charged at \$2.00 per kilometre (plus GST) for each vehicle. Additional charges may be added to recover costs associated with cleaning and/or wilful damage incurred during the hire period. Payment is required prior to the date of travel unless otherwise arranged. A bond may be required at our discretion in addition to the hire costs (this will be refunded within 10 working days less any additional costs as listed above). Cancellation fees may be applied at our discretion depending on length of notice.”

17. NZHC Staff

During the lead up to the Event Date, a NZHC staff member will work with the Hirer in regards to the Venue, suppliers, group transport in preparation of the NZHC run sheet. NZHC allocates 6 hours work per Event during the lead up. In the unlikely event this work exceeds 6 hours, additional hours will be charged at \$75 + GST p/hour.

NZHC will let the Hirer know if the work required is likely to exceed 6 hours.

A NZHC staff member is required to be onsite during pack in, the Event and pack out. The Venue manager will be onsite to oversee access, health and safety, items hired from or provided by NZHC and the overall Venue. Whilst the Venue manager tries to be as helpful as possible, they are not there to provide Event or wedding management services. The Hirer's allocated Venue manager is subject to change pending work load, health or other reasons.

18. ADDITIONAL CHARGES AND ANCILLARY SERVICES

NZHC reserves the right to invoice the Hirer for any additional charges resulting from the Hirer's use of the Venue as described in this Contract.

All payments for ancillary services (such as transport services) booked by NZHC on behalf of the Hirer will be either paid for by NZHC then invoiced to the Hirer, or the Hirer will be invoiced directly by the third party service provider. Whilst NZHC endeavours to engage only highly reputable service providers, NZHC does not accept responsibility for the unsatisfactory performance of these services or any other matters arising in respect of those third party services.

Any invoices issued by NZHC to the Hirer must be paid in accordance with their payment terms.

19. RESOURCE CONSENT

NZHC has a strict resource consent which must be adhered to at all times. The Hirer must comply with those parts of the resource consent which are within the Hirer's control and have been advised by NZHC including but not limited to:

- a) complying with all management plans prepared by NZHC relating to traffic and parking, emergency management, noise management and curfews;
- b) complying with lighting requirements, by ensuring that all lighting, either within the marquee or tent and any external lighting faces downwards and internally to each site;
- c) complying with any direction from NZHC relating to sound amplification systems including their location and noise emissions; and

- d) ensuring any helicopter operators to shutdown their engines if a helicopter is landing for more than 10 minutes.

20. HEALTH & SAFETY

NZHC and the Hirer will take all reasonably practicable steps to meet their obligations under the Health and Safety at Work Act 2015 and associated Regulations.

NZHC (or its authorised representative) will provide a health and safety briefing to Event guests on their arrival at the Venue. The Hirer must ensure that all Event guests attend and listen to this briefing. The briefing will identify the hazards at the Venue and emergency evacuation procedures. If authorised by NZHC, the Hirer's transport operator may provide the briefing as part of the transport services to the Venue.

Where the Hirer is an individual, NZHC provides the Venue on the express condition that the Hirer acknowledges and accepts their responsibility under the Health and Safety at Work Act 2015 and associated Regulations to take reasonably practicable steps:

- a) for their own health and safety;
- b) that their acts or omissions do not adversely affect the health and safety of any other person; and
- c) to comply, as far as they are reasonably able, with any reasonable instruction given by NZHC.

Where the Hirer is a Person Conducting a Business or Undertaking (**PCBU**), the Hirer will take all reasonably practicable steps to meet their obligations under the Health and Safety at Work Act 2015 and associated Regulations including their obligation to consult, coordinate and cooperate their activities with other PCBUs who have a duty in relation to the same matter so as to ensure health and safety.

NZHC has a Health and Safety Policy in place, which is accessible via the Zero Harm Farm website. With the exception of the Hirer's Event guests, the Hirer and Persons Under the Control of the Hirer are required to complete the Health and Safety induction via the Zero Harm Farm website before arrival at the Venue.

NZHC will provide the Zero Harm Farm link. It is the Hirer's responsibility to forward this link on to Persons Under the Control of the Hirer. NZHC will work with the Hirer to ensure all Persons Under the Control of the Hirer induct/sign in.

On the day of access to the Venue, all drivers, the Hirer and Persons Under the Control of the Hirer (with the exception of the Hirer's Event guests) are required to log back in to their Zero Harm Farm account and sign in for the day. Failure to induct and/or sign in, will mean that access to the Venue will not be permitted.

A register of health and safety risks at the Venue can be found at

<http://app.zeroharmfarm.com/register>

In particular, the NZHC property incorporates water features and cliffs as integral aspects of the surroundings. Such features constitute a safety risk to the Hirer and Persons Under the Control of the Hirer. It is the Hirer's responsibility to ensure that children are supervised by adults or caregivers.

21. BAD WEATHER AND FORCE MAJEURE

The Venue may be closed and the Event cancelled due to bad weather (including without limitation big rain or high winds) or ice making roads inaccessible or dangerous. Any such Venue

closure is at the sole discretion of NZHC and will be communicated by NZHC to the Hirer as soon as reasonably practicable. In this situation, the Hirer may reschedule the Event to a date agreed with NZHC or, if available, may negotiate in good faith with NZHC to use an alternative NZHC venue. If an alternative date or alternative NZHC venue cannot be agreed upon, NZHC will be entitled to cancel the Hirer's booking and terminate this Contract by written notice to the Hirer, and may refund such amounts paid by the Hirer as NZHC, in its sole discretion, considers fair and reasonable in the circumstances. The First Instalment is not refundable under any circumstances.

Where the Event has commenced (including any set up period) but cannot be completed due to bad weather, the Hirer and NZHC may agree to reschedule the Event to a date agreed with NZHC. If an alternative date cannot be agreed or the Event was substantially completed, no refund (other than bond to the extent applicable) will be offered and NZHC may terminate this Contract by written notice to the Hirer. In this case NZHC will not be liable to the Hirer for its inability to provide the Venue for the full duration of the Event.

In the event that NZHC is unable (or considers it reasonably likely that it will be unable) to perform or discharge its obligations under this Contract or otherwise provide the Venue for the Event (or access to the Venue for the Event) by reason of any fire, flood, earthquake, landslide, storm or similar catastrophic event, outbreak of state of emergency, Act of God, warlike hostilities, an Act of Parliament, regulation or direction of any Government authority or local authority, or any strike or industrial action, pandemic or epidemic or any other event which is beyond NZHC's reasonable control (together, **Force Majeure Event**), then NZHC will negotiate with the Hirer, in good faith, to either reschedule the Event to a mutually agreed date or move the Event to an alternative NZHC venue (if available). If, after 14 days, NZHC and the Hirer are unable to agree, NZHC will be entitled to cancel the Hirer's booking, terminate this Contract by written notice to the Hirer and refund such amounts paid by the Hirer as NZHC, in its sole discretion, considers fair and reasonable. The First Instalment is not refundable under any circumstances.

The Hirer acknowledges that in determining what is fair and reasonable to refund to the Hirer in the event of bad weather or a Force Majeure Event, NZHC will take into account the costs incurred by NZHC to date and its ability or inability to re-book the Venue for the Event Date or to otherwise recover its losses.

NZHC accepts no responsibility for loss or damage incurred by the Hirer or any Person Under the Control of the Hirer caused by bad weather or a Force Majeure Event. NZHC is not responsible for sourcing alternative venues in the case of cancellation due to bad weather or a Force Majeure Event.

22. CANCELLATION BY THE HIRER

The Hirer must advise NZHC in writing of any cancellation of the Event.

If the Hirer cancels the Event:

- a) following payment of the First Instalment, but prior to payment of the Second Instalment, NZHC will retain the First Instalment;
- b) following payment of the Second Instalment but more than 30 days prior to the Event Date, NZHC will retain the First Instalment and the Second Instalment;
- c) less than 30 days prior to the Event Date, NZHC will retain the First Instalment, Second Instalment and Third Instalment (excluding the bond). The Hirer will also be liable for payment of a cancellation fee for transport services and any other pre-booked services (if any).

23. CANCELLATION BY NZHC

NZHC may cancel the Hirer's booking for the Event and terminate this Contract by notice in writing to the Hirer at any time if:

- a) NZHC considers that the nature of the Event will, or might contravene any statute, regulation, or any local authority requirement or otherwise be in breach of reasonable standards of public decency or materially damage NZHC's reputation;
- b) NZHC reasonably considers that the behaviour of the Hirer or any Person Under the Control of the Hirer is such that it would lead to danger or injury to any person or material damage to any property, including the Venue itself;
- c) the Hirer is in default in the observance or performance of any of its obligations under this Contract and such default is not remedied within a reasonable time (as determined by NZHC acting reasonably taking into account the circumstances) from the date NZHC has notified the default and requested the Hirer to remedy such default;
- d) the Hirer fails to pay any sum of money payable to NZHC pursuant to this Contract, on the due date for payment and does not rectify the default within two days of receiving a demand for payment; or
- e) in the event of bad weather or a Force Majeure Event as described in clause 21.

If the Event is cancelled and the Contract terminated by NZHC under (a) to (d) above, NZHC will be entitled to retain all amounts paid or due and payable (excluding the bond) as at the termination date under this Contract.

If the Event is cancelled and the Contract terminated by NZHC under (e) above, the consequences on amounts paid or to be paid by the Hirer are set out in clause 21.

Neither the Hirer nor any Person Under the Control of the Hirer will have any entitlement to claim compensation or damages from NZHC on account of any inconvenience or loss to the Hirer or any Person Under the Control of the Hirer as a result of termination of this Contract.

Termination of this Contract or the cancellation of the Event, shall be without prejudice to NZHC's right to recover or be paid any money due or payable by the Hirer under this Contract prior to the date of such termination or cancellation nor the rights of either party against the other in respect of an earlier breach of any of the provisions contained or implied in this Contract.

24. VENUE ALLOCATION

Without limiting NZHC's rights under clause 21, in the unlikely event that the Venue needs to be changed due to unforeseeable circumstances such as ground work, damage or health and safety concerns, NZHC will discuss alternative options with the Hirer including changing the Venue to another NZHC venue or changing the date of the Event.

The Hirer must only use the area of the Venue that has been hired and/or allocated to the Hirer. The Hirer acknowledges that events may be taking place at the other NZHC venues on NZHC's property at the same time as the Event and, if so, NZHC will work with the Hirer to seek to ensure that the Event is not interrupted by any other event taking place.

25. INSURANCE

NZHC holds public liability insurance. The Hirer will not do anything nor permit anything to be done which may invalidate NZHC's insurance. If NZHC is required to make a claim due to an act or omission caused by the Hirer or any Person Under the Control of the Hirer, then the Hirer shall be responsible for payment of any insurance excess. NZHC recommends that the Hirer arrange its own material damage and public liability insurance in respect of its use of the Venue.

26. LIABILITY

The Hirer agrees to occupy and use the Venue at the Hirer's own risk and releases to the full extent permitted by law, NZHC and NZHC's employees, contractors and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage, theft or loss of any property or injury occurring to any person or property in or about the Venue or in travelling to or from the Venue.

To the extent permitted by law, NZHC shall not be liable to the Hirer under contract or tort or otherwise, for any indirect or consequential loss arising under or in connection with this Contract.

The extent of NZHC's liability to the Hirer under this Contract (collectively) for any loss, damage, claim or expense (whether due to NZHC's negligence or otherwise) is limited in aggregate to the Venue Hire Cost in clause 3.

27. INDEMNITY

The Hirer indemnifies NZHC and will keep NZHC indemnified against all claims, actions, demands, losses, damages, costs and expenses of any nature which NZHC may suffer or incur arising from:

- a) the use or misuse of the Venue, the marquee or of any equipment provided by NZHC or its contractors or agents, by the Hirer or by any Person Under the Control of the Hirer;
- b) the use or misuse of any of the utilities or other services to the Venue by the Hirer or by any Person Under the Control of the Hirer;
- c) any faulty equipment of the Hirer or any Person Under the Control of the Hirer;
- d) any action taken by any person who is dissatisfied by the Event or any matter in connection with the Event;
- e) any accident or damage to property or any person arising from any occurrence in or near the Venue (or travelling to or from the Venue) other than to the extent arising from the gross negligence of NZHC;
- f) any breach of the terms of this Contract by the Hirer;
- g) any failure of any Person Under the Control of the Hirer to observe and perform the terms of this Contract; or
- h) cancellation of the Event and NZHC's termination of this Contract under clauses 22 and 23.

28. DISPUTE RESOLUTION

A party to the Contract claiming that a dispute has arisen under or in relation to the Contract must give written notice to the other party to the Contract specifying the nature of the dispute.

On receipt of that notice by the other party, the parties to the Contract must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation or similar techniques agreed by them.

29. GENERAL

Nothing in this Contract creates any tenancy rights in respect of the Venue.

No waiver or any breach, or failure to enforce any provision of this Contract shall in any way effect, limit or waive a party's right to enforce the provisions of this Contract.

If at any time any part of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, that term will be enforced to the maximum extent permissible so as to effect the parties' intent, and the remainder of the Contract will continue in full force and effect.

This Contract may only be amended except by written agreement of the parties.

This Contract may be signed in counterparts and by each party on separate counterparts.

Any notice given under this Contract may be given to the email, postal or delivery address of the other party as set out in this Contract (or as otherwise notified to the other party from time to time).

This Contract shall be governed by the laws of New Zealand.

Acceptance of Terms and Conditions

Signed for and on behalf of NZ High Country Limited: _____

Date: _____

NZHC Contact Details

Contact person: _____ Phone number: _____

Email: _____

By signing this Contract, the Hirer accepts the terms and conditions set out above and confirms that he or she has the authority to accept this Contract on behalf of the Hirer.

Hirer: _____

Signature: _____ Date: _____

Hirer Contact Details

Contact person: _____ Phone number: _____

Email: _____

2nd Contact person: _____ Phone number: _____

Email: _____

Venue Hire Bond - Account Details for Repayment of Bond (see clause *Error! Reference source not found.*)

Account Name: _____

Account Number: _____

If International, Swift Code: _____

If International, Bank Address: _____



EVENTS VENUE
NZ HIGH COUNTRY
QUEENSTOWN