

Function Booking and Hire Agreement

This Agreement is to document the arrangement between Forbury Park Trotting Club (Owner) and/or Just Essence Catering (Operator) and (Customer/Hirer) for use of(area being hired) to host/hold on (day of week) / /20.....

Property owner/operator details	Customer/Hirer details
Owner: Forbury Park Trotting Club Inc Operator: Just Essence Catering	Name of authorised representative: Position held:
Street Address: 146 Victoria Road, St Kilda, Dunedin 9012	Street Address:
Postal Address : P O Box 4010, St Kilda, Dunedin 9046	Postal Address (if different to above):
Phone: 03 455 2154 (Forbury Park) or 03 456 2503 (Just Essence Catering)	Phone:
Email: lisa@forburypark.co.nz (Forbury Park) or functions@forburypark.co.nz (Just Essence Catering)	Email:
Parties agree to the following terms:	
<ol style="list-style-type: none"> Confirmation of booking. To confirm and secure your booking a non-refundable deposit of 50% of the room hire plus GST is required. Confirmation of booking will only be given on receipt of the deposit. A refundable bond of \$250 plus GST must also be paid and is due at least 14 days prior to your booking. Any costs incurred to the Owner/Operator for any charges or damages will be deducted from the bond. If these exceed the bond paid then any additional amounts will be charged to the hirer. Final payment and cancellations. Final payment of the balance of the room hire fee must be paid at least 7 days prior to your booking. If full payment of the room hire is not received 7 days prior to booking the booking may be cancelled and the deposit will be forfeited. Booking cancellation must be made at least 7 days prior to the booking and must be made in writing to the Owner/Operator who will acknowledge the same. Please note (as included in 1 above) the booking confirmation deposit is non-refundable. Facilities hired. This hire agreement is for the use of the agreed venue, furniture, equipment and any other services or facilities requested. The hirer must return all furniture and equipment used in a clean, tidy condition and in the same working order as when made available for hire. Hire is only for the area specified and no person is permitted in any other area of the property (buildings or land). Smoking is NOT permitted within the venue. Access to the space hired may be available a day prior to the event, this is dependent on other bookings, events being held and other operating needs and must be arranged with and agreed to by the Owner/Operator in advance. Breakages/Damage. Damage to the venue, furniture, fittings or any equipment must be reported to the Owner/Operator immediately. The hirer is liable for any damages incurred while using the premises either for pre event access or during the hired period. The cost of any repairs, replacement or other charges to make good any breakages or damages will be deducted from the bond. Should these costs exceed the bond the any additional costs will be charged to the hirer. This includes glassware. 	

8. Alcohol. Sale, supply and consumption of alcohol is in accordance with liquor licensing laws. BYO is NOT permitted.
9. Emergency and evacuation procedures. In the event of an emergency or natural disaster the following must happen:
 1. Raise the alarm.
 2. Evacuate the building or area. Designated person must clear the area hired, including toilets and ensure all persons have been evacuated.
 3. Contact emergency services by phoning 111.
 4. Designated person must meet with emergency services and confirm all persons have been evacuated from hired areas.
 5. Assemble all persons present in the carpark a safe distant from the building.
 6. Check all people are accounted for.
 7. Follow any instructions given at any time by building wardens or emergency personnel.

Do not put yourself or anyone else at unnecessary risk. Fire drills and evacuation procedures and in place and are practiced accordingly.

10. Responsibilities. The hirer is responsible for the terms and conditions contained in this agreement and in Appendix One – Code of Conduct and takes responsibility for any damage, breakages or breaches as detailed above. They agree to cover all charges, fees and costs of repair as required and agree no dangerous goods or items will be brought on site.
11. Overdue amounts. The Owner/Operator may charge interest on overdue amounts. Interest will be calculated from the due date to the date of payment (both inclusive) at a rate of 25%. The Owner/Operator may also contract debt collection or any other services to obtain any overdue amount and the cost of any such service will be on charged to and be payable by the hirer.
12. This agreement cannot be assigned or any space sub-let (hired) to any other party.
13. Variation. Any variation to this agreement must be in writing and agreed to by both parties.
14. In the event of any dispute, the parties agree that before taking any legal action, a party must use its best efforts to resolve any dispute under or in connection with the agreement through good faith negotiations. Each party also agrees to the extent possible; they must continue to perform their obligations under the agreement even if there is a dispute.
15. Force majeure. A force majeure event or act of god, which could include an act of war, terrorism, nature or government that makes it impractical or impossible to hold the event or function excuses each party from their obligations under this agreement. Should such an event occur, the affected party must notify the other as soon as practical and both parties accept this may result in the cancellation of this agreement with no penalty to either party.

Signature

Signed by: _____
On behalf of Owner/Operator

Date signed: / /

Signed by: _____
Hirer

Date signed: / /

Appendix One – Code of Conduct

1. GENERAL TERMS

The purpose of this code is to protect the use of Forbury Park Trotting Club and Just Essence Catering property, facilities, resources and staff, including those of any tenants and any other user at the site. It is also to ensure safe practice, behaviours and conduct in regards to the above event or function.

Any person or business (or any individual working for or on behalf of any other person or business) using or hiring the facilities shall not behave in any way as to cause aggravation, nuisance or annoyance to the Club's or Just Essence Catering employees, other users, tenant's or any other person present.

Any person, whether a tenant, hirer of the facilities, tradesman employed by a tenant or the Owner/Operator, employee or contractor shall treat all others on site at any time, with respect and in a courteous manner.

No person shall act in a threatening manner to any other person on site .

All reasonable precautions will be taken while on site to ensure the safety of yourself, your employees, patrons, guests and other users.

All users of Forbury Park Trotting Club premises will comply with reasonable requests and directions from staff and management of the Owner/Operator (or their agent in regards to this agreement).

Where agreements are entered into, the parties to the agreement shall abide by the requirements set out in that agreement.

No person shall willfully damage any of the property or facilities or those of its tenants or any other user.

All persons hiring any space, facilities, resources or equipment will return the same back to the condition pre use or hire and make good any damage or defect to that used.

2. PENALTIES

Penalties for breaches of the Code of Conduct that may be imposed either in isolation or combined include:

- Written censure or issue of a Breach of Code of Conduct Agreement notice
- Immediate termination of any Agreement currently in place between the parties
- Banning from the site for a nominated period of time
- Such other penalty as the Management of Forbury Park Trotting Club Inc consider appropriate in the circumstances

There will be no right of Appeal.