

TERMS & CONDITIONS



The hire of the Venue includes:

1. Venue Services

- Venue Lighting
- Standard audio and visual including screens, projectors, microphone, Wi-Fi
- Venue heating & cooling
- Car parking
- Presentation style chairs (based on max seating in the hired space)
- Use of venue tables
- Standard cleaning

2. Personnel of Venue Coordinator

Event coordination will be provided by the Venue Coordinator who will liaise with the Hirer and assist with venue set-up and operation in line with the Hirer's brief. The Venue Coordinator will be onsite or on-call for the duration of the Hire Period, depending on the Hirer's needs.

The Hirer agrees to hire and use the Function Space for the Event during the Hire Period on the terms and conditions set out in this Agreement.

Subject to the Hirer complying with this Agreement, Links agrees to allow the Hirer to hire and use the Function Space for the Event during the Hire Period and the Venue Coordinator will provide the Hirer with Event Coordination in accordance with the terms and conditions of this Agreement.

By signing this Agreement, the Hirer warrants and agrees that the Event is accurately and comprehensively described to Links Function & Events and the Venue Coordinator and that the Hirer fully understands the terms and conditions of this Agreement.

The Hirer has been provided with a copy of the Links Health & Safety Policy and by signing this Agreement, the Hirer warrants and represents that the Hirer has read, understood and agrees to comply by the terms set out in the Links Function & Events Health & Safety Policy.

3. COVID-19

Links Function & Events as the venue owners and 360 Dynamic Events (360DE) as the Venue Managers are committed to providing a safe environment for Hirers and their guests, as well as Links and 360DE staff, external contractors, and the visiting public.

To support this commitment a series of procedures have been developed to help mitigate and manage COVID-19 associated risks. Hirers and their guests are required and expected to respect and follow these procedures and to take all measures to help create a safe and hygienic environment. The Hirer agrees to comply by the terms set out in the Links COVID-19 Health & Safety Policy.

DEFINITIONS

“Agreement” means the agreement relating to the hire of the Venue for the Hire Period including the Venue Hire Agreement, these terms and conditions, any schedules, plans and annexures attached to them, and any policies, procedures, guidelines and rules set out by Links Function & Events relating to the use, occupation, services, safety and security of the Venue.

“Deposit” means the initial payment to be made by the Hirer on account of the Venue Hire Charge as set out in the Schedule which is payable to confirm the booking as described in clause 2.

“Event” means the purpose for which the Venue is to be hired as described in the Schedule.

“Event Coordination” means the event coordination services to be provided by the Venue Coordinator to the Hirer up to the date of the Event as agreed between the Venue Coordinator and the Hirer.

“Event Coordination Fee” means the fee to be paid by the Hirer for Event Coordination which is estimated by the Venue Coordinator pending determination of the actual Event Coordination Fee following completion of the Event.

“Event Equipment” means any equipment, supplies or items of the Hirer in relation to the Event.

“Function Space” means those areas within the Venue or any area surrounding or adjacent to the Venue to be hired or used by the Hirer either exclusively or in common with others as detailed in the Schedule and includes any common areas that Links allows the Hirer to use for the purpose of access to and egress from the Function Space or that are part of the facilities and/or equipment at the Venue that are made available by Links to the Hirer for the Hirer’s use such as toilets and car parks.

“Hire Period” means that period during which the Hirer will hire the Venue from the start date and time to the end date and time as specified in the Schedule.

“Hirer” means the person or entity named as Hirer on page 1 of this Agreement and also referred to as “you” in this Agreement.

“Maximum Number of Guests” means the maximum number of guests as specified in the Schedule.

“Pack-In” means and refers to that part of the Hire Period during which the Hirer and/or the Venue Coordinator erects and installs any infrastructure needed for the Event in the Function Space and during which the Hirer and/or the Venue Coordinator prepares the Function Space and the Venue for the Event.

“Pack-Out” means and refers to that part of the Hire Period after the Event during which the Hirer and/or the Venue Coordinator must remove all infrastructure needed for the Event in the Function Space and during which the Hirer and/or Venue Coordinator clears and reinstates the Function Space and the Venue.

“Schedule” means the venue hire schedule on page 1 of this Agreement.

“Links” means Links Functions and Events and includes employees, agents and contractors of Links Functions and Events.

“Venue” means the venue occupied by Links at 45 Horseshoe Lake Road, Shirley, Christchurch and its facilities and includes the Function Space.

“Venue Coordinator” means 360 Degree Events Limited including employees of the Venue Coordinator.

“Venue Hire Charge” means the fee to be paid by the Hirer for the hire of the Venue.

“Venue Owner” means the legal owner of the Venue.

1.0 NATURE OF THE EVENT

1.1 By signing this Agreement you warrant and agree that the Event is accurately and comprehensively described in this Agreement and that you will only use the Venue to stage the Event as described.

1.2 You also warrant and agree that the Function Space or Venue will not be used by you for any activity that is

- (i) of an objectionable nature;
- (ii) in breach of reasonable standards of public decency;
- (iii) likely to create a nuisance; or
- (iv) likely to be disruptive to Links Function & Events or any of its neighbours.

1.3 The terms and conditions of this Agreement apply if you or your guests, contractors, employees or representatives are granted any access to the Venue outside of the Hire Period.

2.0 BOOKING CONFIRMATION AND DEPOSIT

2.1 No booking for the hire of the Venue is confirmed until both the Hirer and Links have signed this Agreement and the Hirer has paid the Deposit in full. The Deposit must be paid to the Venue Coordinator within 7 days of the date of each invoice to confirm the booking.

2.2 Links may cancel any prospective booking and terminate this Agreement at any time until the booking has been confirmed pursuant to clause 2.1.

3.0 TERMS OF PAYMENT

3.1 The Venue Hire Charge covers the temporary hire and use of the Venue only. Any Event Coordination provided by the Venue Coordinator will be included in the Event Coordination Fee to be paid in addition to the Venue Hire Charge.

3.2 The Hirer will pay the Venue Coordinator the Venue Hire Charge for the hire and use of the Venue and the actual Event Coordination Fee for provision of the Event Coordination. The Deposit is payable on account of the Venue Hire Charge and the estimated Event Coordination Fee as set out in Clause 2.1.

3.3 The balance of the Venue Hire Charge, the actual Event Coordination Fee and catering is to be paid by the Hirer after the Event. The Hirer must pay the balance of the Venue Hire Charge and actual Event Coordination Fee (and all other additional charges payable by the Hirer) in full to the Venue Coordinator within 7 days of the date of each invoice. Late payments for the balance of the Venue Hire Charge, the actual Event Coordination Fee and Catering may incur a penalty fee of 10% of the total invoice for every week that the payment is late and pro-rated accordingly for any period less than a week.

4.0 OTHER CHARGES

4.1 In addition to the Venue Hire Charge and the Event Coordination Fee, you will be charged for all costs and expenses in connection with any of the following:

4.1.1 additional time in or on the Venue which is outside of the Hire Period including any overruns of time for Pack-In, use and occupation of the Venue, and Pack-Out. This will be charged at the hourly rate relevant to the Function Space for every hour or part thereof;

4.1.2 damage, alterations or additions to the Venue during the Hire Period caused by you or any of your guests, contractors, agents, employees, representatives or patrons, or arising due to your lack of care or any other breach of this Agreement. If the damage, alteration or addition leaves the Venue unable to be hired to any other party by Links while repairs are completed, the Hirer will be charged for the period from commencement to completion of the repairs at a rate no less than the Venue Hire Charge and for any other loss incurred by Links as result of the Venue being unable to be hired or used by any other party;

4.1.3 extra cleaning, rubbish removal, repair or reinstatement of the Venue that Links reasonably considers is required after the Event;

4.1.4 any theft, loss, damage or destruction of Links' property from the Venue during the Hire Period;

4.1.5 any additional services provided by Links in addition to the services that you require or use or which Links considers necessary for the safe and efficient conducting of the Event; such as but not limited to security, photocopying and courier costs;

4.1.6 any costs, losses or expenses Links incurs due to any breach or non-observance by you of this Agreement;

4.1.7 any additional time or services, costs or expenses in relation to any advance deliveries, storage, removal or disposal of Event Equipment pursuant to clauses 4.6 and 4.7. Any additional time incurred by Links or the Venue Coordinator may be charged at an hourly rate per staff member;

4.1.8 emergency services call out for a non-emergency situation, or if an alarm is set off purposefully or through negligence.

4.2 You will be invoiced for any additional charges incurred by you in accordance with clause 3.1, and any such charges are payable by you in full to the Venue Coordinator within 7 days of the date of each invoice.

4.3 Surcharges: Where the Hire Period or any part of the Hire Period includes any day that falls on a New Zealand Public Holiday or Canterbury Anniversary Day, the Hirer will pay a public holiday surcharge of 50% of the Venue Hire Charge.

4.4 Insurance: The Venue Owner may hold insurance cover in respect of the Venue. If the Venue Owner or Links makes a claim under any insurance policy in respect to the Venue for loss or damage arising from actions of the Hirer or persons under the Hirer's control, the Hirer shall be liable for:

4.4.1 the excess payable under the policy or any amount not covered by the insurance claim;

4.4.2 the total cost of any loss or damage where intentionally caused;

4.4.3 for the cost of repairing any the damage if the value is less than the excess.

4.5 Hirer Insurance: The Hirer must maintain and keep in force during the Hire Period adequate public liability insurance cover providing indemnity against loss, damage, costs and expenses for which the Hirer may become liable under this Agreement. The public liability policy will be with a reputable insurer and on terms acceptable to Links. The Hirer will upon request provide Links with proof of public liability cover and evidence that all premiums are fully paid.

4.6 Advance Deliveries: No Event Equipment is to be delivered to the Venue in advance of the Hire Period unless otherwise agreed in writing with Links or the Venue Coordinator. If approval is granted for an advance delivery of any Event Equipment, all Event Equipment must be clearly marked stating the Event including event name, date, contact person and a contact phone number. Neither Links nor the Venue Coordinator accept responsibility or liability for any loss or damage to any Event Equipment delivered to and left at the Venue before, during or after the Hire Period. All such deliveries of Event Equipment are at the Hirer's risk.

4.7 Storage / Removal: There is no storage space available at the Venue for any Event Equipment relating to the Event. Unless otherwise agreed in writing by Links or the Venue Coordinator all Event Equipment brought or delivered to the Venue for the Event must be removed from the Venue by the end of the Hire Period (including any rubbish). If any Event Equipment is left at the Venue by the Hirer after the end of the Hire Period, Links or the Venue Coordinator may dispose of the items as it sees fit without any liability to the Hirer or any other person.

5.0 USE OF THE VENUE

5.1 The Hirer will not use or permit to be used the whole or any part of the Venue for any use other than for the Event.

5.2 During the Hire Period, the Hirer will ensure that all reasonable care is taken in the use and occupation of the Venue so that, with the exception of fair wear and tear, the Venue will be left in the same condition upon completion of the Hire Period, as it was at the commencement of the Hire Period. The Hirer will not without limitation permanently mark, paint, drill or otherwise deface any part of the Venue or make any alteration to the structure, fittings, decorations, or furnishings of the Venue without the prior written consent of Links or the Venue Coordinator.

5.3 Upon completion of the Hire Period, the Hirer must leave the Venue in the same condition as it was at the commencement of the Hire Period and otherwise in good, clean and tidy order, ready for use by Links or any other user.

5.4 The Hirer must ensure that the number of people in the Function Space at any one time does not exceed the Maximum Number of Guests. You will be liable for any fines, expenses or costs that Links or the Venue Owner may incur if the Maximum Number of Guests is exceeded.

5.5 Links will use all reasonable endeavours to ensure that the Venue Coordinator (or at least one of its staff members) is onsite or on-call for the duration of the Hire Period. If additional staffing is required due to the number of guests, security concerns, duration or nature of the Event, Links may require additional staff to be present and the Hirer will be required to cover the cost of any additional staff required during the Hire Period. The Hirer must always comply with all reasonable directions from the staff at Links or the Venue Coordinator.

5.6 The Hirer shall not do or permit anything to be done in or on the Venue which may cause any insurance held by the Venue Owner or Links to be rendered void or which causes the premium to increase.

5.7 In respect of the Venue (except with the express written permission of Links to do otherwise), you must:

5.7.1 take proper care of the Venue and ensure that no damage occurs or is caused to the Venue including walls, doors and fixtures at all times, including by way of example, during the installation and removal of any equipment or displays, must not drive nails, tacks, screws or pins into walls, furnishings, floors and ceilings or write, decorate or disfigure any wall or ceiling surfaces;

5.7.2 not use any of the Venue's equipment, fixtures, fittings, heating or ventilation systems other than for their intended purpose;

5.7.3 not use or allow to be used in or on the Venue any firearms, explosives, flammable liquids, or other hazardous or dangerous substances (including smoke generating equipment, fire or lighting with a naked flame (including candles or oil burners)) that are a safety or fire risk. The listed items are an indication only and do not form an exhaustive list.

5.7.4 adhere to all rules and regulations for the sale and/or supply of alcohol. All decisions relating to the sale and/or supply of alcohol during the Hire Period will be at Links sole discretion, including, but not limited to, the decision as to whether alcohol is supplied or sold at an Event, and what time any bar will open or close. If alcohol is supplied or sold during the Event, the Hirer must comply and ensure all persons under the Hirer's control comply with all conditions and requirements of the Venue's liquor licence and obtain any additional licenses that may be required. Links will close any bar or cease supply of alcohol if it considers that a breach of the Sale of Liquor Act 1989, Sale and Supply of Alcohol Act 2012, or any other legislation, regulation, licence, permit or consent is likely or it is otherwise concerned as to the safety of any person or security of the Venue or any other property;

5.7.5 not permit or allow any food or drink to be taken into any part of the Venue which is outside of the Function Space or any area of the Venue which has been mutually agreed for the service of food and drink. All food and drink consumed at the Venue, whether BBQ or otherwise, must be sourced from Links. Any variance to this must be discussed and agreed with the Venue Coordinator prior to the event.

5.7.6 The golf course is out of bounds unless the agreed hire includes a golf tournament or prior access arrangements have been agreed with the Venue Coordinator. It is the Client's responsibility to ensure that guests do not stray onto the course or otherwise interfere with the course or members in play. If this is breached, then the Venue Coordinator may take any necessary action to prevent further re-occurrence at the expense of the client.

5.7.7 not smoke anywhere inside the Venue. Smoking is only permitted outside the Venue in designated smoking areas;

5.7.8 confirm final menu selection no later than 30 days prior to the event. Final guest numbers are to be confirmed no more than 10 working days prior to the event and this is the amount you will be invoiced for. Any variance to this must be discussed and agreed with the Venue Coordinator prior to the event.

5.8 Links Late Liquor Licence is valid to 11pm. An option is available to extend the Liquor License to 12am, subject to approval from Christchurch City Council. Additional fee applies at the cost of the Hirer.

6.0 VENUE SETUP

6.1 Setup Requirements: unless agreed otherwise in writing, the Hirer will at least 10 days prior to the commencement of the Hire Period, agree in writing the setup requirements for the Function Space and Event including:

6.1.1 event layout including the provision of a plan if required;

6.1.2 event programme including all breaks/meal requirements;

6.1.3 equipment and technical requirements;

6.1.4 food and beverage requirements;

6.1.5 access times for setup; and

6.1.6 any other services required to be supplied by Links.

6.2 For your Event at the Venue, your relationship with the Venue Coordinator is expressly to confirm your hire and setup requirements including chairs, tables or any other complimentary equipment within the Function Space. The Venue Coordinator will advise the onsite caterer of your booking and catering requirements at which point the caterer will liaise directly with you.

Any technical or other event requirements should be arranged through your own external supplier relationships and details provided to the Venue Coordinator.

In the event you require additional assistance with the management and/or coordination of your Event or the Venue Coordinator is required to liaise directly with your appointed suppliers, such additional services by the Venue Coordinator will be charged at the rate or amount quoted or specified by the Venue Coordinator. For clarity, any event management services provided by the Venue Coordinator will be in addition to the Venue Hire Charge and the Event Coordination Fee.

6.3 You will be invoiced for any additional charges incurred by you in accordance with clause 5.2, and any such charges are payable by you in full to the Venue Coordinator within 7 days of the date of each invoice.

6.4 Use of Guest Wifi. By signing this Agreement, you accept and agree to comply with Links Guest Wifi Terms of Use at all times during the Hire Period.

6.5 You acknowledge that the Wifi connection at Links is not guaranteed to cater for all your Event needs, bandwidth or online speed requirements. If Wifi is essential to the success of your Event or you have specific Wifi requirements, these must be discussed and agreed with the Venue Coordinator before signing this Agreement. Costs may be incurred if the Wifi requires additional services added to achieve your needs and requirements. Failure to discuss and agree your needs and requirements prior to signing this Agreement, means that you acknowledge and agree that the default Wifi connection at Links will apply to this Agreement and that this may not be adequate or sufficient for your needs and requirements.

7.0 HEALTH AND SAFETY

7.1 By signing this Agreement, the Hirer accepts and agrees to comply with Links Functions & Events Health and Safety Policy (provided to the Hirer by the Venue Coordinator) and the requirements of the Health and Safety at Work Act 2015 (HSW Act) at all times during the Hire Period.

7.2 The Hirer will ensure that every person under the Hirer's control working or otherwise at the Venue during the Hire Period acts in accordance with:

7.2.1 Links rules, policies and procedures regarding Health and Safety, including but not limited to evacuation procedures, Health and Safety responsibilities, maximum numbers, no smoking policy; and

7.2.2 the obligations and duties under the HSW Act.

7.3 The Hirer shall notify all the attendees regarding the position of all exit points and safety equipment and ensure that doorways, exit points and stairways are not obstructed.

7.4 The Hirer will immediately notify Links of any:

- (i) hazard;
- (ii) notifiable event; or
- (iii) near miss which the Hirer observes or becomes aware of, at the Venue during the Hire Period. "Hazard" and "Notifiable Event" will have the same meaning as in the HSW Act.

7.5 The Hirer will provide Links with such assistance and information as Links requires in relation to any of the matters under clause 7.4 including any investigation.

7.6 The Hirer must be present for the total duration of the Hire Period.

7.7 The Hirer acknowledges that the Venue is immediately adjacent to the golf course which may be in use during the booking. The Hirer is required to ensure that all guests are aware of the potential risk of damage from an errant golf ball and take all reasonable steps to protect themselves. In particular:

- (i) all guests will be made aware that golf is being played on the course and that there is a need to protect themselves from a potential risk;
- (ii) any guests going outside of the building, for example, on to the terrace, will be specifically instructed to keep golfers on the course in their sight.
- (iii) the Hirer acknowledges that Links has no liability to the Hirer or any guest of the Hirer for any damage, either by way of personal injury or damage to property caused by an errant golf ball at the venue.

7.8 The Hirer must ask for assistance if it does not understand any of the Health and Safety and COVID-19 responsibilities under this Agreement.

8.0 LIABILITY AND INDEMNITY

8.1 To the maximum extent permitted by law, the Hirer will as a full and primary obligation be liable for and will release, indemnify (and keep indemnified), defend and hold harmless Links (and Links' owners, directors, officers, employees, agents or contractors) and the Venue Owner from and against all claims, demands, losses, damages, liabilities, demands, actions, costs and expenses arising from or in connection with any one or more of the following:

8.1.1 any breach of this Agreement;

8.1.2 the death or bodily injury to any person;

8.1.3 the damage, loss or destruction of any real or intangible property;

8.1.4 any claim asserted by anyone against Links or the Venue Owner that arises out of or relates to any act or omission by the Hirer, or by anyone that the Hirer is responsible for, regardless of whether caused by or are attributable in whole or part to the fault, negligence or breach of duty of Links but always excluding the amount of any fine, infringement fee or other amount that the Hirer is found liable to pay under any legislation, where that legislation prohibits any indemnification for that amount.

8.2 Neither Links or the Venue Owner will be responsible or liable for claims for loss or damage to any of your property arising out of your use of the Venue.

8.3 Links and the Venue Owner will not be liable for any loss or expense that you incur if Links is not able to make the Venue available to you as a result of fire, flood, earthquake, failure or other unavailability of any building services, the Venue or any of part being damaged or destroyed as to render it unfit for hire and use by the Hirer in the opinion of the Venue Owner or Links, the lease of the Venue expires or determines, or any other event beyond Links reasonable control. If the Venue is unavailable to you for any of these reasons, Links may terminate this Agreement and will refund any Deposit paid by the Hirer less all costs and expenses incurred by Links in connection with Venue coordination for the Event up to and including the date of termination which will be deducted from the Deposit.

8.4 Links and the Venue Owner will not be liable to you (whether in contract, tort (including negligence) or otherwise) for any indirect, special or consequential loss or damage arising under or in connection with this Agreement.

8.5 The total aggregate liability of Links and the Venue Owner to you under or in relation to this Agreement for all loss, damage, claim or expense (whether in contract, tort (including negligence) or otherwise) is limited to the total Venue Hire Charge paid or payable by you. Nothing in this agreement limits or excludes liability for death or personal injury.

9.0 CANCELLATION OF EVENT

9.1 If the Hirer gives written notice to Links to cancel the Event the following will apply. Where cancellation occurs:

9.1.1 more than 30 days prior to the Hire Period then the Deposit paid by the Hirer will be refunded, less all costs and expenses for Event Coordination up to and including the date of cancellation which will be deducted from the Deposit. Cancellation of wedding bookings which are received within 12 months of the event will forfeit 50% of the deposit. Wedding cancellations received within 6 months of the event will forfeit 100% of the deposit;

9.1.2 within 30 days of the Hire Period, but with more than 48 hours' notice of the Hire Period, Links Function & Events will retain the full Deposit and the actual Event Coordination Fee up to and including the date of cancellation will be payable by the Hirer;

9.1.3 within 48 hours from the Hire Period, the full Venue Hire and Catering Charges and the actual Event Coordination Fee up to and including the date of cancellation will be payable by the Hirer.

9.2 The Hirer acknowledges and agrees that the cancellation charges in clause 8.1 are not intended to operate as a penalty and are a genuine pre-estimate of the loss that Links is likely to suffer as a consequence of cancellation or postponement as it may not be possible to re-hire the Function Space to another hirer at the same or similar price, and the costs incurred by Links, the Venue Coordinator and any third party.

9.3 Links may cancel your booking, any Event and/or this Agreement in its sole discretion at any time if it considers:

9.3.1 the Event will, or might, contravene any statute, order, regulation, bylaw, rule of law or any other requirements of a public or local authority, or otherwise be in breach of this Agreement or reasonable standards of public decency. Where it becomes apparent that the Event does so contravene, and such contravention is not apparent from the description of the Event set out in this Venue Hire Agreement or otherwise as described by you, the cancellation shall be deemed to be a cancellation by you and clause 8.1 of this Venue Hire Agreement shall apply; or

9.3.2 the management and/or control of the Event is deficient or inadequate and/or the behaviour of the guests or attendees of the Event is such that it could lead to danger or injury to any person or material damage to any property, including but not limited to the Venue. Clause 8.1 will apply as if the cancellation had been made by the Hirer.

9.3.3 if the Event can not be held as planned on the originally scheduled date due to a pandemic or epidemic event, including COVID-19 as a result of Government notice, regulation law or guidance affecting the operation of the Event, limiting the number of attendees or affecting the operation of any event, performance, or other activities and notwithstanding any other provision of this agreement, the client must either:

- (i) reschedule the Event to a new date agreed with the Venue and the clients Deposit and any other payments made will be transferred in full to the new date; or
- (ii) cancel the Event in which case the Venue will refund the Deposit to the client, less a cancellation fee of \$500 plus GST, or any reasonable costs incurred by the Venue or Caterer in connection with the Event which the Venue is not able to recover

10.0 TERMINATION

10.1 Links may at any time terminate this Agreement by notice in writing to the Hirer with immediate effect, in any of the following circumstances:

10.1.1 If the Hirer commits any breach of this Agreement and the breach is not remedied within a reasonable time (as determined by Links in its sole discretion) or is not capable of being remedied by the Hirer;

10.1.2 If the Hirer fails to pay any sum of money payable pursuant to this Agreement on the due date for payment;

10.1.3 If the Hirer becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee appointed, becomes subject to any form of insolvency action or external administration or ceases to continue business for any reason.

10.2 The Hirer will have no claim for compensation or damages from Links as a result of termination under this clause. Upon termination of this Agreement for whatever reason:

10.2.1 Links will be paid all monies owing to it under this Agreement;

10.2.2 Such termination will be without prejudice to the rights and remedies of either party in respect of an earlier breach of this Agreement by either party.

11.0 REFUSAL OF ADMISSION

11.1 Notwithstanding any other provision contained in this Agreement, Links or the Venue Coordinator may refuse admission to any person or require any person attending the Event to leave the Venue at the sole discretion of Links, the Venue Coordinator or any staff member of the same if they believe that any person:

11.1.1 is intoxicated or under the influence of drugs; or

11.1.2 is or likely to become violent, quarrelsome, insulting, indecent or disorderly; or

11.1.3 annoys or is offensive to any other person at the Event (including any Links staff member or visitor);

11.1.4 wilfully damages or destroys any part of the Venue; or

11.1.5 is a risk to the safety of others, the safety of the Venue or any property within the Venue; or

11.1.6 fails or refuses to comply with any reasonable request or directions of the staff of Links or the Venue Coordinator.

12.0 FORCE MAJEURE

12.1 In the event that Links or the Hirer are unable to perform or discharge their respective obligations under this agreement by reason of any fire, flood, earthquake or similar catastrophic event, outbreak of state of emergency, Act of God, warlike hostilities, an Act of Parliament, regulation or direction or any strike or industrial action or epidemic (each, a Force Majeure Event) which is beyond the reasonable control of the party affected, then the parties' respective rights and obligations shall be suspended and each of the parties shall be relieved of their respective obligations during the Force Majeure Event, provided always that the dates and times for the Event and Hire Period shall not be varied or extended as a result of such Force Majeure Event, except with the written agreement of both parties. Where the Event is cancelled or does not take place in accordance with the Venue Hire Agreement due to a Force Majeure Event that affects Links' ability to perform its obligations under this Agreement, then the Deposit paid by the Hirer will be refunded to the Hirer less all costs and expenses incurred by Links Function & Events up to and including the date of cancellation which will be deducted from the Deposit. To avoid doubt, if a Force Majeure Event occurs which means the Venue is no longer available for the Hire Period, this will be deemed to be a Force Majeure Event that affects Links' ability to perform its obligations.

12.2 Neither party will be liable for any expense, loss, damage, claim, liability, or default resulting from prevention of performance of this Agreement due to a Force Majeure Event other than is set out in clause 10.1.

12.3 Seismic Activity: Notwithstanding clause 10.1, on the occurrence of any seismic activity in Christchurch or its surrounds which has, or is likely to have, had an adverse effect on the building integrity of the Venue (including its facilities and infrastructure) such that access or the safety of the Hirer and /or service providers to the Venue is in doubt (as determined in the sole discretion of Links or the Venue Owner) Links shall be entitled to immediately suspend the Agreement and the performance of any and all obligations under this Agreement (without any liability or compensation due to the Hirer) until Links has received written confirmation, to its satisfaction, that the Venue is safe and fit for the intended use including the Event.

13.0 GENERAL

13.1 You must comply, at your own expense, with all applicable statutes, regulations, bylaws, consents, this Agreement and Links' policies and procedures as they relate to the use, occupation, safety and security of the Venue.

13.2 You cannot assign or otherwise transfer any of your rights or obligations under this Agreement to any other person.

13.3 The terms and conditions contained in this Agreement shall apply to you, your employees, agents, contractors, guests and invitees and you are responsible for ensuring compliance by such persons with the terms and conditions of this Agreement.

13.4 The laws of New Zealand will govern this Agreement and both parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters relating to this Agreement.

13.5 Any photographs taken at the Venue during the Event may be used as marketing material without additional permission required from the Hirer.

13.6 Personal information provided to us will be kept secure and only used to send relevant marketing material from 360 and Links Functions & Events to the provided email address.

14.0 RISK AND WAIVER

14.1 The Hirer acknowledges and agrees that access to and use of the Venue is at the Hirer's own risk in all respects and releases to the full extent permitted by law (Links' owners, directors, officers, employees, agents or contractors) and the Venue Owner from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage, theft, loss or injury occurring to any person or property in, on or about the Venue (including loss or damage due to the negligence or contributory negligence of Links). The Hirer further agrees that Links shall not be liable for any loss due to any breakdown in the machinery, failure of electricity supply, leakage of water or fire arising from matters or omissions outside the control of Links.

15.0 RELATIONSHIP AND NO TENANCY RIGHTS

15.1 Nothing expressed or implied in this Agreement will be construed as creating an employer-employee relationship, a partnership, a joint venture, an agency, or a trust between the parties.

15.2 Nothing in this Agreement shall create any tenancy rights in respect of the Venue.

16.0 COUNTERPARTS

16.1 This Agreement may be executed in any number of counterparts (including facsimile copies or other electronic means) all of which, when taken together, shall constitute one and the same document.

16.2 Any copy of this agreement that is received by facsimile or via email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this agreement) may be relied on by any party and presented in evidence in any legal proceedings as though it were an original copy of this agreement. This agreement may be entered into on the basis of an exchange of facsimile, PDF or other document reproduction format (in which case each party will promptly deliver an original signed by it to every other party).

17.0 PARTIAL INVALIDITY

17.1 If any provision of this agreement is or becomes invalid or unenforceable, that provision will be deemed deleted from this agreement. The invalidity or unenforceability of that provision will not affect the other provisions of this agreement, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

18.0 WAIVER

18.1 Any waiver by a party of any of its rights or remedies under this agreement will be effective only if it is recorded in writing and signed by that party. If the waiver relates to a breach of any provision of this agreement, this will not (unless stated otherwise) operate as a waiver of any other breach of that provision. No waiver of any breach, or failure to enforce any provision, of this agreement at any time by either party will in any way affect limit or waive that party's right to subsequently require strict compliance with this agreement.

19.0 ENTIRE AGREEMENT

19.1 This agreement records the entire understanding and agreement of the parties relating to the matters dealt with in this agreement. This agreement supersedes all previous understandings or agreements (whether written, oral or both) relating to such matters.

20.0 CONTRACTUAL PRIVACY

20.1 For the purposes of Part 2, Subpart 1 of the Contract and Commercial Law Act 2017, the agreements, obligations, warranties, undertakings and indemnities given by the Hirer under this Agreement are for the benefit of the Venue Owner and are enforceable by the Venue Owner.