

The PumpHouse Theatre

Terms and Conditions (Venue Hire)



Navigating these Terms and Conditions

Thank you for your interest in hiring our Venue. These Terms and Conditions incorporate the following Additional Terms and Policies:

- the Expression of Interest Form;
- the Rate Card;
- our Privacy Policy; and
- the Terms and Conditions (Ticket Sales).

We may amend, update, change or replace these Terms and Conditions (including any of the Additional Terms and Conditions) at any time by publishing the changes on our Website.

1. DEFINITIONS

In these Terms and Conditions, the following words and phrases are defined as follows:

Confirmed Booking means a booking of the venue that has been confirmed in writing by us together with receipt of a completed Expression of Interest Form and receipt of the Deposit. Until all of these are received the booking is considered to be a Provisional Booking.

A Confirmed Booking secures your ability to use the venue on the dates and times specified in your Booking Confirmation letter.

Deposit means a proportion of the Hire Charges paid in advance to secure a booking. Deposits are generally non-refundable, except as detailed in Section 5 of these Terms and Conditions.

Hire Period means the period of use of the venue booked by you and confirmed by us.

Event means the purpose for which the venue is hired, as stated on the Expression of Interest form.

Expression of Interest means our Expression of Interest Form at <https://pumphouse.co.nz/2025Booking/> to hire the Venue, which is available on our Website.

Hire Charges means all sums payable by you for the hire of the Venue under these Terms and Conditions, as set out in our current Rate Card or otherwise agreed in writing with us.

Hire Information means the information provided to you by us about venue on prior to your Provisional Booking.

Liquor Licence means the liquor licence held by The French Rendez-vous Café;

Net Proceeds means the net amount of all proceeds received by us from the sale of tickets to your Event less:

- a) Ticketing Fees;
- b) Hire Charges;
- c) Any ticket refunds made in accordance with the Terms and Conditions (Ticket Sales); and
- d) Any other amounts due and owing by you in accordance with these Terms and Conditions.

Provisional Booking means you have discussed a potential hire period with us, but an Expression of Interest form has not been completed and a deposit has not been paid. The availability of the Venue for a Provisional Booking is not guaranteed until the conditions set out in clause 2 have been satisfied.

Rate Card means the current rate card for Venue hire as amended from time to time by us and available at <https://pumphouse.co.nz/resources>

Terms and Conditions means these terms and conditions incorporating:

- a) the Expression of Interest Form;
- b) the Rate Card; and
- c) Hire Information on our website,

as amended by us from time to time available on our website

Terms and Conditions (Ticket Sales) means the terms and conditions applying to all ticket sales as amended by us from time to time available on our Website at <https://pumphouse.co.nz/terms>

Ticketing Fee means the fee payable to The PumpHouse in relation to each ticket sold as set out on our Rate Card.

Us/We means the North Shore Theatre and Arts Trust (The Pumphouse Theatre) (NZBN 9429042789055) (Charities Services Registration Number CC47003);

Venue means any of the spaces within the PumpHouse Theatre complex, Killarney Park, Takapuna, Auckland, New Zealand and may include a combination of the Genevieve Becroft Auditorium, Café, Theatre Foyer, Courtyard, Coal Bunker Studio or Outdoor Amphitheatre.

Website means <https://pumphouse.co.nz/> and

You/the Hirer means the person, company, or organization on whose behalf the Expression of Interest form is signed, and where applicable includes your staff members, employees, contractors, agents, and patrons.

2. HIRE APPLICATIONS

- 2.1 The Venue is deemed to be hired once we have confirmed receipt of:
 - a) the Expression of Interest Form;
 - b) your electronic acceptance of these Terms and Conditions; and
 - c) payment of the Deposit.
- 2.2 We will notify you in writing to confirm receipt of the above.
- 2.3 We reserve the right to refuse any application to hire the Venue, or to accept any application subject to any additional terms and conditions we consider necessary.
- 2.4 This includes the right to refuse to confirm any Provisional Booking.
- 2.5 The PumpHouse will deal solely with the Hirer contact as nominated in the Expression of Interest Form unless otherwise advised in writing by the Hirer.
- 2.6 These Terms and Conditions apply to all hire of the Venue unless otherwise agreed in writing by the parties and no other terms or conditions will apply.

3. HIRE CHARGES

- 3.1 We charge for use of the Venue in accordance with our Rate Card.
- 3.2 Before you submit an Expression of Interest Form, we may confirm in writing:
 - a) the estimated Hire Charges payable for your proposed hire and how long those Hire Charges remain valid (i.e., a quote);
 - b) the method of payment that you should use; and
 - c) the Deposit required to confirm your booking.

- 3.3 If your booking is accepted, the Deposit that you pay on acceptance of your Booking will be deducted from the total Hire Charges you pay for the hire. If your booking is not accepted, the Deposit will be returned to you.
- 3.4 **We reserve the right to review and/or increase Hire Charges for Confirmed Bookings at any time up to 90 days before the Hire Period begins.**
- 3.5 We will send you notice in writing if we need to do this. If we do this, you may cancel your booking with immediate effect and with no charge by giving us notice in writing.
- 3.6 If you cancel your booking in this way, we will refund any Deposit or Hire Charges you have paid.

4. PAYMENT

- 4.1 We will confirm the applicable Hire Charges and payment methods for your proposed hire.
- 4.2 Hire Charges will be in accordance with one of the following options:
- a) If The PumpHouse is providing ticketing services, the total amount of the Hire Charges and all other associated costs are payable within 7 days of the completion of your hire: or
 - b) If your event is free, or tickets are sold in some other way, the total amount of the Hire Charges and all other associated costs are payable 7 days before the commencement of the Hire Period.
- 4.3 Where The PumpHouse is providing ticketing services, you authorise us to deduct the Hire Charges from the Net Proceeds that we collect on your behalf before Net Proceeds are paid to you.
- 4.4 If the Net Proceeds are insufficient to cover the Hire Charges, then you shall pay the outstanding amount within seven (7) days of the end of the Hire Period.
- 4.5 Cheques are no longer accepted.
- 4.6 If, at your request, we make any bookings, refunds, or transfers on your behalf (e.g., for additional equipment or services) you must pay all the charges due.
- 4.7 Any discounts negotiated will be applied at the conclusion of the Hire Period at our discretion and are subject to the Terms and Conditions of Hire and any other agreed conditions being met.

5. CANCELLATION

Cancellation by you

- 5.1 You may cancel your booking at any time by giving us written notification of cancellation subject to this clause 5:
- 5.2 If you cancel your booking **within seven days** after we confirm acceptance of your booking, you will not have to pay us anything.
- Any Deposit or Hire Charges you have already paid will be refunded to you within thirty (30) days of us receiving your notice of cancellation after deduction of any reasonable costs we have incurred because of your cancellation including administration and processing costs.
- 5.3 If you cancel your booking, or part of your booking, **more than seven days after** we confirm acceptance of your application (except where we are in breach of our obligations to you, or where otherwise stated in these Terms and Conditions) we will be entitled to retain all of your Deposit and/or Hire Charges already paid.

- 5.4 The sum retained will be sufficient to cover the reasonable costs we incur because of the cancellation including administration and processing costs.
- 5.5 At our discretion, we may refund some, or all of your Deposit subject to our ability to find a replacement Hirer for the Venue.

Cancellation by Us:

- 5.6 We may cancel your booking in circumstances where:
- a) You commit a material breach of these Terms and Conditions, or you commit a non-material breach and fail to remedy it within the time given in a notice from us specifying the breach and requiring its remedy.
 - b) We reasonably believe that you have mis-stated the nature of the Event on the Expression of Interest Form, or we reasonably consider that the Event is likely to cause us to be in breach of our lease agreement or carries an unacceptable risk of injury to participants.
 - c) A Force Majeure Event occurs whereby the venue becomes unavailable for a reason outside our control, for example: fire; flood; earthquake or other natural disaster, war; terrorism; strikes or lockouts; withdrawal of consents or licenses; breakdown or machinery; failure of supply of electricity or gas; central, local, or other authority government restrictions, act of God; or health or safety concerns.
- 5.7 If we cancel your booking for either of the reasons set out in clause 5.6 (A) and (B) above, we will be entitled to retain all, or a fair proportion of, your Deposit and/or Hire Charges. The sum retained will be sufficient to cover the costs we suffer because of the cancellation.
- 5.8 If we cancel your booking for the reason set out in clause 5.6 (C) above, we will refund any Deposit or Hire Charges you have paid (or in the case of partial cancellation, a fair proportion of them) or offer you the option to transfer your booking to dates in the future.
- 5.9 Regardless of the reason for cancellation, should your event or an individual performance be cancelled after ticket sales have commenced, we will charge you a fee to cover the cost of processing and administering refunds.
- 5.10 **Considering the limitations on liability contained in clause 23 of these Terms and Conditions, we strongly recommend that you obtain cancellation insurance.**

6. PERMITTED USE

- 6.1 You must not use the Venue for any purpose other than that stated on your Expression of Interest Form without our written consent.
- 6.2 We may inspect your use of the Theatre at any time.
- 6.3 You must not use the venue for the sale of goods without first obtaining our written consent. Fees may apply.

7. CATERING AND LIQUOR LICENCE

- 7.1 You must comply with the terms of the Liquor Licence.
- 7.2 The French Rendez-vous café is the sole supplier of alcoholic beverages at all Events.
- 7.3 The Hirer may use another supplier for any food and non-alcoholic beverage catering at the Venue however any alcohol beverage catering must be provided by The French Rendez-vous Café.

- 7.4 Any catering services are provided on separate terms and conditions and do not form part of the services provided under this Agreement.
- 7.5 It is the sole responsibility of the Hirer to organise any catering services. No food preparation or storage facilities are available at the Venue.
- 7.6 All decisions relating to the sale and/or supply of alcohol during the Event will be at the sole discretion of The PumpHouse Theatre.
- 7.7 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 Liquor Licence and the Sale and Supply of Alcohol Act 2012.
- 7.8 The PumpHouse Theatre and/or The French Rendez-vous Café will close any bar and cease supply of alcohol if it considers that a breach of the Liquor Licence, the Sale and Supply of Alcohol Act 2012, or any other legislation, regulation, licence, permit or consent is likely to occur or if it is otherwise concerned as to the safety of any person or the security of the Venue or any other property.

8. EQUIPMENT

- 8.1 As part of the Hire Contract, we will provide you with the equipment set out in the Rate Card and Technical Information document.
- 8.2 You must inform us of the proposed position of the lighting desk; sound desk; sets; staging and any other furniture required for your Event twenty-one (21) days before the start of the Hire Period.
- 8.3 You must not obstruct the gangways, aisles, corridors, stairs, landings, entrances or exits of the venue with chairs, tables, furniture or any other equipment or vehicles.
- 8.4 You must not drive nails, hooks, screws, tacks or any similar object into the walls, pillars, woodwork, floors, or furniture of the venue, or otherwise modify the floors, chairs, structure, or other furniture of the venue without our consent.
- 8.5 You must not bring or install any lighting or heating apparatus (electrical or otherwise) into the venue without our consent.
- 8.6 No open fires, creosotes, petrol or spirit stoves, machinery or any dangerous or inflammable materials can be used in any part of the venue without our prior approval.
- 8.7 You may not use effects such as smoke, pyrotechnics, strobe lighting, open flame, confetti/snow, glitter, CO₂, or oil without our prior written consent.
- 8.8 We may refuse to allow any article or appliance which may be considered dangerous or offensive to be brought into the venue.
- 8.9 If you become aware of any damage to the building or equipment in the building, please notify us.

9. MAKING GOOD DAMAGE

- 9.1 You must repay to us on demand the cost of reinstating all or any part of the Venue, or any property in or upon the Venue, which is damaged, destroyed, stolen, or removed by you during the Hire Period or prior to the Hire Period if the damage is in relation to your Event.
- 9.2 You must not attempt repairs or modifications to the building, facilities, or our equipment without our permission.

10. MARKETING AND PROMOTION

- 10.1 As part of the Hire Contract, we will provide you with such marketing services as set out and selected by you from our rate card and Hirer Information
- 10.2 Placement of PumpHouse created Marketing and Promotion materials will be at our discretion.
- 10.3 "The PumpHouse Theatre" and its logo are the intellectual property of The PumpHouse and may be used only with our prior written consent.
- 10.4 Only the correct and acceptable written form of the name i.e. The PumpHouse Theatre must be used in this format at all times in all publicity and promotional material.
- 10.5 The PumpHouse Theatre logo must be inserted in a prominent position and in the form supplied for reproduction on posters, brochures, programmes, leaflets, and any other advertising/promotional material prepared for any show or event that is to take place at any of our Venues.
- 10.6 The PumpHouse booking telephone number and Website must only be displayed on advertising and marketing material approved by us.

11. THEATRE STAFF

- 11.1 As part of the Hire Contract, we will provide such Venue staff as are set out in the rate card. As we base our staffing provision on the details you provide in the Expression of Interest Form, please keep us updated of any changes to your Event that may affect the staffing levels required.

12. EQUIREMENTS AND RESTRICTIONS

12.1 Access

All performers are required to use the Stage Door which will be opened on request. The front doors of the Theatre are for public access only. We retain the exclusive right to determine the opening and closing times of the venue and any entry restrictions.

12.2 Hired Spaces

Use of the Venue spaces will be restricted to those spaces stated in your Booking Confirmation. You acknowledge that other hirers may be using different Venue spaces at the same time as your Event or hire period at our discretion and that your Hire is non-exclusive.

12.3 Stage and Dressing Rooms

You shall be responsible for ensuring that no unauthorised persons are permitted on the stage or in the dressing rooms, green room, or backstage stairways.

12.4 Conduct and Good Order

You must take every care to ensure that undesirable persons are not permitted to enter or make use of the Venue, and you are responsible for good order and conduct during the Hire Period.

Everyone involved in your Event must adhere to The PumpHouse Code of Conduct at all times. (see <https://pumphouse.co.nz/terms>)

12.5 **Vacation of the Theatre**

You must ensure that the Venue is vacated by all persons at the end of the Hire Period. Any additional time will be charged for. All articles brought to the Venue in connection with the Event must be removed from the Theatre within the time limit agreed with us.

12.6 **Right of Entry**

We reserve a right of entry to the Venue for any of our officers at all times.

12.7 **Lost Property**

Any lost property found must be immediately handed to us.

13. PUBLIC LIABILITY INSURANCE

13.1 You are required to carry current Public Liability Insurance of at least two million dollars and to provide evidence of such insurance promptly upon request.

13.2 If you do not have public liability insurance, we will arrange this for you at an additional cost.

13.3 The PumpHouse Theatre will have appropriate insurance cover in place in respect of the Venue for the duration of the Hire Period at a level reasonably expected to be held by a prudent operator in the venue hire industry.

13.4 Where The PumpHouse Theatre in its sole discretion makes a claim under its insurance policy to recover a loss arising from actions of the Hirer or persons under the Hirer's control, the Hirer shall be liable for the excess payable under the policy.

13.5 The Hirer shall not do or permit to be done anything in the Venue which may cause any insurance effected by The PumpHouse Theatre or any other person to be rendered void or voidable or which causes the premium payable on any such insurance to be liable to increase.

14. SALE OF TICKETS FOR EVENTS

14.1 The PumpHouse is the sole authorised distributor and ticketing agent for all Events at the Venue.

14.2 The PumpHouse undertake ticket sales:

- 'advance sales' through our Box Office;
- 'door sales' through our Box Office;
- online sales through our website.

14.3 All tickets are sold subject to our Terms and Conditions (Ticket Sales) and our Privacy Policy available at <https://pumphouse.co.nz/terms>.

14.4 By entering into this Hire Agreement, you agree to comply with any obligations set out in the Terms and Conditions (Ticket Sales) and our Privacy Policy.

14.5 For Events with allocated seats, you must confirm with us that any proposed seating plan complies with current Venue layout and regulations.

14.6 The opening hours of the Box Office may be changed from time to time and will be displayed on our Website. These can be varied to accommodate your reasonable requirements; however additional charges may apply.

14.7 Payment of Net Proceeds shall be made to you via Direct Credit to the bank account number provided by you within seven days after the end of the Hire Period.

- 14.8 We reserve the right to set off any other sums due to us from you against the Net Proceeds.
- 14.9 The Pumphouse will act in accordance with the reasonable instructions of the Hirer in respect of the payment of any refunds, ticket cancellations or transfers that are made in accordance with the Terms and Conditions (Ticket Sales).
- 14.10 The Hirer agrees that The Pumphouse shall have no liability (whether direct or indirect) for any claims made in relation to ticket sales by patrons (other than where such claims arise as a result of our negligence, fraud or wilful misconduct).
- 14.11 If your performance is free, accepts entry by donation/koha, or if you wish to sell tickets through a third party:
- you must agree separate terms and conditions in writing with us;
 - a “Non-Ticketed Event Fee” will be charged at our discretion to cover the costs of promoting your event and hosting an audience. and
 - the charges set out in our Rate Card may differ to account for the above.

15. INTELLECTUAL PROPERTY

- 15.1 You must ensure that no work in which copyright exists is performed unless written permission has been obtained from all copyright owners; or is broadcast, unless specific consent to broadcasting has been obtained.
- 15.2 You are responsible for and must pay any and all taxes or royalties payable in respect of the Event.
- 15.3 The PumpHouse carries appropriate PPNZ and APRA licenses for the playing of music during pre- and post-show periods, but you must acquire a license for all music used during your Event.
- 15.4 You will indemnify The PumpHouse in respect of any claims, losses, damages, and costs (including legal costs) arising as a result of your breach of any third-party copyright or broadcasting standards.

16. HEALTH AND SAFETY

- 16.1 You must familiarise yourself and fully comply with The PumpHouse Health and Safety Policy at all times. (See <https://pumphouse.co.nz/terms> for more information). If you have any queries in this respect, please contact us.
- 16.2 To the extent that the parties have overlapping duties in relation to health and safety, including (but not limited to) ticket holders and invitees to the Venue, the Hirer will consult, co-operate and co-ordinate activities and facilitate engagement with The PumpHouse and any other persons (including other hirers or service providers to the Venue).
- 16.3 The Hirer will ensure that it and every Person under the Hirer’s control working or otherwise at the Venue during the Hire Period acts in accordance with and at all times complies with the law and:
- a) the Venue’s Health and Safety Policy (available at <https://pumphouse.co.nz/terms>) and any other procedures regarding health and safety and building security and access, including but not limited to evacuation procedures, maximum number of persons at the Venue, no smoking or vaping policy, etc
 - b) all of The PumpHouse Theatre’s directions;

- c) any applicable safety programme including without limitation the “Guide to Safe Working Practices in New Zealand Theatre and Entertainment Industry” which is available at <https://pumphouse.co.nz/resources> and
 - d) the obligations and duties under the Health and Safety in Employment Act 1992 and/or the Health and Safety at Work Act 2015.
- 16.4 The Hirer will immediately notify The PumpHouse Theatre of:
- a) any risks or hazards which the Hirer observes or becomes aware of at the Venue;
or
 - b) any near miss, notifiable event, incident, injury, illness, or accident it becomes aware of at the Venue.
- 16.5 The Hirer will provide The PumpHouse Theatre with such assistance as may be necessary to conduct any health and safety review or investigation.
- 16.6 If you have provided your own Health and Safety Policy, you must provide us with a copy of this prior to the Hire Period. During the Hire Period you must ensure that you, your employees, agents and any contractors or service providers fully comply with your Health and Safety Policy at all times.
- 16.7 We have the right to insist any unsafe practices stop and any unsafe items to be removed from the venue. Failure to do so will result in your Event being cancelled under clause 5.2 of this agreement.

17. CAPACITY OF THEATRE

- 17.1 The maximum seating capacity of the theatre spaces are as follows:
- Genevieve Becroft Auditorium – 190 seats
 - Coal Bunker Studio – 50 seats
 - Outdoor Amphitheatre – 190 seats

18. ACCESS AND CLEARANCE

- 18.1 If you are issued with a security key and alarm code, you must keep these safe and not disclose security information to any other parties.
- 18.2 If you misplace our key, you must notify us immediately. You may be charged for the cost of replacement keys and/or locks at our discretion.
- 18.3 A key and alarm code will only be issued to you once we have received and reviewed Health and Safety documentation that we deem necessary.

19. SECURITY OF THE PUMPHOUSE VENUE

- 19.1 You are responsible for the security of any hired spaces in the Venue including securing all doors and windows and disarming and arming the alarm system (if any) in relation to those hired spaces.
- 19.2 Whenever you leave the Venue, you must ensure that all doors and windows are secured, and the alarm system is armed (unless you have notified the PumpHouse Theatre in advance in writing that you will be vacating the Venue(s) prior to 5pm, Monday to Friday).
- 19.3 You are liable for all damage, losses and costs incurred by The PumpHouse as a result of the Hirer failing to secure the Venue in accordance with The PumpHouse requirements except where a PumpHouse Theatre Venue Supervisor is in attendance.

- 19.4 The PumpHouse Theatre and surrounding area is monitored by CCTV cameras and an alarm system. CCTV footage may be used to monitor audience and hirer Health and Safety and building security. Please see our Privacy Policy at <https://pumphouse.co.nz/terms> for further information.

20. SECURITY OF HIRER PROPERTY

- 20.1 Where property of any value is brought into or left at the Venue, it will be the Hirer's responsibility to arrange and have in place adequate insurance for the property at all times. The PumpHouse shall not be liable for any loss or damage to any property brought into the Venue by virtue of The PumpHouse Theatre being (or being deemed to be) bailee of the property, whether such loss or damage arises through the negligence of The PumpHouse or otherwise.

21. CLEANING

- 21.1 Hirers are responsible for ensuring the backstage, theatre and foyer areas remain clean and tidy during the hire period. Cleaning equipment and supplies are available in the cleaner's cupboard.
- 21.2 All rubbish must be removed at the end of the hire period, and the venue left in a clean and tidy state.
- 21.3 A \$75.00 cleaning fee may be deducted from the Hirer's final reconciliation at our discretion.

22. PUBLIC HEALTH

- 22.1 In the event of a public health epidemic, pandemic, or any other declared regional, national or international public health issue, your Hire of The PumpHouse Theatre may be subject to additional Terms and Conditions based upon relevant Government legislation and guidelines that may be announced.
- 22.2 We will notify you of any changes to Terms and Conditions as soon as possible, along with options for cancelling, postponing, or proceeding with your Event.

23. LIABILITY AND INDEMNITY

- 23.1 To the fullest extent permitted by law, the Hirer will indemnify The PumpHouse Theatre and keep The PumpHouse Theatre, and its directors, officers, employees, agents, and contractors indemnified against all claims, actions, losses, damages and expenses of any nature which The PumpHouse Theatre may suffer, incur or become liable for in respect of:
- a) any action taken by any person who is dissatisfied by the Event or any matter arising out of the Event;
 - b) any allergic or other reaction to any food or beverage consumed at the Event;
 - c) the neglect or careless use or misuse by the Hirer and any person under the Hirer's control of the Venue or any of the equipment of the Hirer at the Venue;
 - d) any accident or damage to property or person arising from any act or omission by the Hirer or any person under the Hirer's control in or near the Venue;
 - e) any promotion or advertising for the Event by the Hirer;
 - f) any breach of the terms of this Agreement by the Hirer or any persons under the Hirer's control; or
 - g) the termination of this Agreement or the cancellation of an Event or booking for a future event due to the Hirer's actions or omissions or the actions or omissions of any person under the Hirer's control -

provided that clause 23.1 shall not apply to any claims, actions, costs, losses, damages or expenses incurred by the Hirer where those claims, actions, losses, damages and expenses are incurred directly as a result of negligence, wilful misconduct or fraud on behalf of The PumpHouse.

- 23.2 Where the Hirer incurs claims, actions, losses, damages, costs or expenses as a result of the negligence, wilful misconduct or fraud on behalf of The PumpHouse, the provisions of clause 23.6 shall apply.
- 23.3 **Hirer to Occupy Venue at Own Risk: The Hirer agrees to occupy and use the Venue at the Hirer's risk and, to the fullest extent permitted by law, releases The PumpHouse Theatre 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.**
- 23.4 The Hirer further agrees that The PumpHouse Theatre will not be liable to the Hirer or any person claiming through the Hirer for any loss due to any breakdown in machinery, failure of electricity supply, leakage of water or fire.
- 23.5 The PumpHouse Theatre 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 Agreement or the hire of the Venue for the Event.
- 23.6 The extent of The PumpHouse Theatre's liability to the Hirer under this Agreement (collectively) for any loss, damage, claim or expense (whether due to The PumpHouse Theatre's negligence or otherwise) is limited in aggregate to the amount of the Hire Charges.
- 23.7 Each indemnity in this Agreement is a continuing obligation and survives termination of this Agreement.
- 23.8 It is not necessary for The PumpHouse Theatre to incur expenses or make payment before enforcing a right of indemnity under this Agreement.
- 23.9 The PumpHouse Theatre will use its best endeavours to mitigate any damages, costs, loss, or expenses incurred by it.
- 23.10 Where two or more persons are named as the Hirer, undertakings, warranties, covenants, agreements, and other obligations of the Hirer will bind and be deemed to have been given or assumed by each of them severally and will also bind the executors, administrators and permitted assignees of them jointly and severally.
- 23.11 The parties agree and acknowledge that where they are both in trade, the goods and services supplied by The PumpHouse Theatre and acquired by the Hirer under this Agreement are supplied or acquired in trade, and that the provisions of the Consumer Guarantees Act 1993 and clauses 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 will not apply to this Agreement.
- 23.12 The laws of New Zealand shall govern this Agreement and both parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.

24. DISPUTE RESOLUTION

- 24.1 If a dispute arises out of or relating to the Agreement (including any dispute as to the validity, breach, or termination of it) a party to the Agreement may not commence any Court or arbitration proceedings relating to the dispute unless the party has complied with the following paragraphs of this clause, the only exception being where a party seeks urgent injunctive relief.

- 24.2 A party to the Agreement claiming that a dispute (**Dispute**) has arisen under or in relation to the Agreement must give written notice to the other party to the Agreement specifying the nature of the Dispute.
- 24.3 On receipt of that notice by the other party, the parties to the Agreement must endeavour in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them.
- 24.4 If the parties do not agree within seven days of receipt of the notice (or any further period as is agreed in writing by them) as to:
- a) the dispute resolution technique and procedure to be adopted;
 - b) the timetable for all steps in those procedures; and
 - c) the selection and compensation of the independent person required,
- then the parties must mediate the Dispute using the services of a mediator nominated by the President of the New Zealand Law Society and the remuneration and expenses of the mediation will be borne equally by the parties.

25. PRIVACY

- 25.1 Where The PumpHouse Theatre collects any personal information in relation to the Hirer, for the purposes of the Privacy Act 2020, the Hirer authorises the:
- a) collection of such personal information;
 - b) use and storage of such personal information for the purposes set out in The PumpHouse Theatre's Privacy Policy (see <https://pumphouse.co.nz/terms>) and
 - c) disclosure of personal information to such third parties as is necessary for the purposes of enabling The PumpHouse Theatre to administer and manage the hire of the Venue by the Hirer, including but not limited to recovery of any monies owed by the Hirer or costs incurred by The PumpHouse Theatre,
- in each case as set out in our Privacy Policy at <https://pumphouse.co.nz/terms>
- Our Privacy Policy also sets out how you can access and request corrections or a deletion of your personal information.

26. CONFIDENTIALITY

- 26.1 The Hirer agrees to keep all information regarding the management, business dealings, arrangements and understandings of The PumpHouse Theatre or other hirers of the Venue, in strict confidence.
- 26.2 The Hirer and The PumpHouse Theatre will keep any financial arrangements in relation to this Agreement confidential, together with any agreed amendment of these Terms, and will not disclose such information to any third party other than the parties' professional advisers for the purposes of this Agreement or as required by law.

27. CHANGES TO THESE TERMS AND CONDITIONS

- 27.1 Any changes to these Terms and Conditions will apply to each Venue Hire Agreement entered into between you and us from the date those changes are posted to our Website.