

TERMS AND CONDITIONS

In this agreement “you” and “your” refers to the Hirer and “we”, “us” and “our” refers to the Cathedral owner

1. Payment

- 1.1 A bond of \$50.00 must be received to confirm the booking of your Event unless an agreement is made with the Parish Team.
- 1.2 This agreement is entirely conditional on your payment of the full amount at least five (5) working days before the event date. Failure to pay the full amount prior to the Event will void this contract.
- 1.3 The bond will be returned on completion of an inspection of the site.
 - a) The Cathedral Lounge must be returned to the state it was in prior to the Event including the cleaning, and removal of rubbish and to ensure no damage has been identified either in the Cathedral Lounge or to any equipment used.
 - b) The inspection will be carried out on the next business day following the event.
- 1.4 **Bank account details: (Please select correct account)**
Cathedral Parish BNZ account 02-0630-0288037-01.
Our Lady of Lourdes BNZ account 02-0630-0288037-18
St Mary's Foxton BNZ account 02-0630-0288037-07

2. Your responsibilities

- 2.1 You are responsible for:
 - a. Familiarising yourself with the Health and Safety information including the Fire & Evacuation Procedures which are in the information and are displayed on the wall by the kitchen door.
 - b. Appoint a person to be the Health and Safety warden.
 - c. You will be responsible for all COVID19 Government directives.
 - d. Leaving the premises in a satisfactory and clean condition including removal of all rubbish off the premises.
- 2.2 You agree that:
 - a. The details of the Event and your requirements are accurately described in this agreement;
 - b. You will not use the Cathedral for any other purpose other than the agreed upon event;
 - c. You and the Event attendees will take proper care of the Cathedral and ensure it is not damaged;
 - d. You will not admit any person who is disorderly, intoxicated, under the influence of drugs or alcohol or who poses a risk to others to the Event;
 - e. You will comply with all relevant laws, statutes and regulations relating to your activities in the Cathedral; and
 - f. You and the Event attendees will comply with all reasonable rules and directions from us related to the Cathedral, including any health and safety matters.
- 2.3 You will ensure that all Event attendees have vacated the Cathedral within 30 minutes of the Event end time.
- 2.4 You agree to indemnify us in respect of:
 - a. Any damage to the Cathedral caused by you or your guests;
 - b. Any theft of our property during any time we have made the Cathedral available to you;
 - c. Any additional cleaning after the Event which we consider to reasonably exceed that which we have agreed;
 - d. Any other costs we incur directly or indirectly through breach of this agreement or other act or omission by you or as a result of your use of the Cathedral.
3. **Our responsibilities**
- 3.1 We will supply:
 - a. Kitchen facilities including fridge, urn, stove, and microwave.
 - b. Bathroom – toilet paper and liquid soap
 - c. Tables and chairs

Acknowledgements

The Cathedral and the Cathedral grounds are SMOKE FREE. The Hirer is responsible that those attending the Event do not smoke either in the Cathedral or on the grounds.

All events must conclude at 12 pm and the Cathedral vacated no later than 12.30am.

The Hirer is responsible for all noise being kept at a reasonable level.

The maximum number of people permitted in the Cathedral Lounge is 30. You confirm that you will not permit this number to be exceeded before, during or after the Event.

You confirm your understanding that the Cathedral is part of our Kotahi Ano churches and that you may not permit or allow any activities which are repugnant to the Catholic faith to occur during, before or after the Event.

You acknowledge that we may cancel the Event at any time should we reasonably consider that its control or management is such that there is a risk of injury to any person or damage to property.

You agree that we are not liable for any damage to, or loss of equipment owned by you.

While the Cathedral is still in day-to-day use, it has been found to not fully comply with all strength-rating requirements for a serious earthquake. You agree that you use the Cathedral at your own risk and that you will advise all attendees and other people associated with the Event of this fact.

If events beyond our control prevent the Cathedral or any of the Required Facilities being made available to you (including without limitation extreme weather, power outages or earthquakes), you agree that we have no liability for any costs or loss incurred or suffered by you as a result.

Definitions

In this agreement:

- a. **Cathedral** means the church buildings of the Cathedral of the Holy Spirit located at 197 Broadway Avenue, Palmerston North
- b. **Event** means the event so described on the front page of this agreement.

Other terms in these Terms and Conditions have corresponding meanings to those on the front page of this agreement. Words referring to the singular include the plural and vice versa.

General clauses

No part of this agreement may be assigned or transferred by you without our consent.

You agree that the rule of construction known as the contra proferentem rule does not apply to this agreement.

This document constitutes the entire agreement between the parties and supersedes any other agreement, representation, understanding or arrangement whether written or oral.