



AUCKLAND GIRLS' GRAMMAR SCHOOL

DOROTHY WINSTONE CENTRE
P.O. Box 68-053, Newton, AUCKLAND 1032.
Phone: 307-4182 Fax: 309-9152 Mobile: 0274 772-357
Email: dwc@aggs.school.nz
DWC Manager: Alicia Hall

HIRE AGREEMENT

DATED THIS _____ DAY OF _____ 20____
BETWEEN: AUCKLAND GIRLS' GRAMMAR SCHOOL BOARD OF TRUSTEES (The Board)
AND: _____

PREMISES HIRED: DOROTHY WINSTONE CENTRE, AUCKLAND GIRLS' GRAMMAR SCHOOL

DISCLAIMER: Use of facilities does not imply endorsement by Auckland Girls' Grammar School Board of Trustees of any group or organisation, or its ideals, or any material being presented.

THE PARTIES AGREE:

1. This agreement is entered into on the basis of the details contained in the application for hire completed by, or on behalf of the Hirer, which shall be read with and form part of this agreement.
2. The Board shall grant to the Hirer the right to occupy and use the Centre and the associated equipment of the DWC to the extent and for the purpose(s) set out in the Hire Application.
3. The Hirer shall:
 - a. **Pay all charges as and when specified in the Hire Application, Schedule of Charges and Booking Confirmation forms.**
 - b. At the end of the period of hire, yield up possession of the DWC and **leave the Centre in the same order, condition and repair as existed at the commencement of the period of hire.**
 - c. Pay for any damage by the hirer to the structure, equipment, furnishings and fittings during the term of hire.
 - d. **Not construct or paint** any scenery or properties on stage.
 - e. Not make use of nails, staples, screws or any fixings for any purpose in the stage floor, concrete or plastered surfaces or seating, including sticking tapes and plastic adhesives.
 - f. Not remove, alter, or adjust any stage suspension of lighting equipment without prior approval of the DWC Manager.
 - g. **Not allow white rimmed or soled shoes** to be worn on stage for any dance performances.
 - h. **Not permit smoking in any part of the School grounds or the DWC**, except when it is an integral part of a stage production.
 - i. **Not permit any food or drink to be taken into the auditorium & stage areas.**
 - j. **Ensure that large amounts of rubbish** generated via catering or stage scenery **will be removed** from the premises after the event.
 - k. Not at any time permit the DWC to be occupied by persons in excess of the number stated in the DWC Licence, **nor permit any loose seats** to be included.
 - l. Not allow animals in any part of the DWC without the written approval of the DWC Manager, with the exception of Guide Dogs.

- m. Comply with the provisions of all statutes, regulations, ordinances and DWC bylaws affecting the DWC or any activity carried on therein.
 - n. **Comply at all times** during the operation of this agreement **with all directions or requirements of the DWC Manager and Safety Officer.**
 - o. Liase and co-operate with other groups using the DWC.
 - p. **Immediately inform** the DWC Manager of any proposed **changes to rehearsal or performance time.**
 - q. Indemnify the Board against all cost, claims, damages and legal, or other expenses of whatsoever kind which the Board may suffer, incur or be held liable to pay in the event of any prosecution, suit or other legal proceeding being brought against the Board as a consequence of the use of the DWC by the Hirer of his, her or its agents or employees.
 - r. Not do or allow to be done in the DWC anything which may void any policy of insurance on the DWC or any fixtures, fittings, or goods in the DWC.
 - s. **Not permit alcohol or drugs** to be brought into the DWC or the school grounds.
4. All sound and lighting equipment, lifts and ladders will be operated in a manner which does not contravene the Occupational Safety and Health Act (1993).
 5. The property of the Hirer and of those associated with, or working on the Hirer's production brought into the DWC shall be at the owner's risk at all times.
 6. All hirers shall provide a health and safety policy for all persons connected with the term of hire in accordance with the Occupational Safety and Health Act (1993)
 7. The Board, its employees and agents shall not be liable (whether in contract, negligence or otherwise) for any loss or damage suffered by the Hirer arising out of the performance or the non-performance of this agreement, or of the exercise of any power conferred by this agreement.
 8. **The DWC is to be vacated by midnight**, to meet Auckland City Council by-laws, **including all hirers, goods, chattels and personnel.**
 9. The hire agreement for long-term regular users may be terminated, either entirely, or for a particular day or session by the Auckland Girls' Grammar School Board of Trustees, or the Hirer, on the giving of three calendar months written notice.
 10. **REFUND OF DEPOSIT:** The deposit required in the Schedule of Charges is refundable less a fee of one-quarter of the deposit if twelve weeks notice of rescheduling or cancellation is given in writing prior to the date of hire. For lesser notice, no deposit will be refunded.
 11. **DWC SECURITY:** The security of the premises shall be the sole responsibility of the Hirer during the hours of hiring. Any security request from the DWC Manager and/or Fire Safety Officer shall be carried out without delay. In the event of an emergency, the Hirer shall carry out any requests by the DWC Manager unless further instructed by the Police or officers of emergency services.
 12. **SPECIAL CONDITION OF HIRE:**

SIGNED BY THE BOARD OR ITS DELEGATED REPRESENTATIVE:

I have read the above agreement and agree to abide by the conditions therein.

SIGNED BY THE HIRER:
