

Hospitality Services - Terms and Conditions

The following terms and conditions and attached booking confirmation constitutes the entire agreement between the parties and shall supersede prior offers, negotiations and agreements in connection with this function. For events within the AUT Sport & Fitness Centres and bookings made by Production Companies, supplementary terms and conditions also apply.

1. **Definitions**

- 1.1. Auckland University of Technology (herein after referred to as AUT) – AUT within this document refers to the business entities of AUT Hospitality Services and AUT Sport & Fitness Centres.
- 1.2. Internal Client – An Internal Client is any current staff member/s who is/are organising an event on behalf of their Department, Institute or the University as a whole.
- 1.3. External Client – An External Client is any individual or party who is not an AUT staff member and who is organising an event on behalf of an entity that is not a Department or Institute of AUT.
- 1.4. AUT Conference and Event Coordinator – An AUT Hospitality Services staff member dedicated to coordinating conferences and events on behalf of AUT.
- 1.5. Event – A planned public or social occasion or conference occurring at a determined time and place.
- 1.6. Internal, Internally Sponsored External or External Events:
 - 1.6.1. Internal Events - those managed and delivered by AUT for the benefit of staff, students and prospective students will incur no room hire fees but may incur a room setup fee and/or an event coordination fee dependent on requirements, to cover staffing costs. These events are paid for internally by ICD or equivalent only.
 - 1.6.2. Internally Sponsored External Events - those carried out in conjunction with an external agency but in partnership with AUT for the benefit of AUT and its brand. These events will be eligible for a 25% discount on room hire. These events will incur costs to cover staffing or labour as required, as well as any other associated

- 1.6.3. services provided. These events are paid for externally by invoice or by ICD (note: payment cannot be split). A sponsorship form will need to be filled out and sent to AUT Hospitality Services with sponsorship approved by a Director/Senior Manager of AUT.
- 1.6.4. External Events - Events held on AUT premises by companies, associations and organisations other than AUT. These events will incur full commercial costs related to the event and will have an external entity paying for the event by invoice. Additional charges shall be passed on in full for catering, room setup, additional cleaning and other services required.
- 1.7. Production Company Client – A Production Company is any individual or party who is not an AUT staff member and who is responsible for the physical production of news media, film or television program.
- 1.8. Priority Client - A priority client is any individual or party who has a partnership, competition or special event bookings at AUT Sport & Fitness Centres.
- 1.9. Regular/Casual Client – A Regular/Casual client is any individual or party that has weekday and/or weekend bookings at AUT Sport & Fitness Centres with a maximum duration of three (3) hours; includes users that have block bookings for a minimum of ten (10) weeks.
- 2. Booking and Deposit**
- 2.1. AUT Hospitality Services will provide the client with a booking confirmation which includes details of the booking in writing.
- 2.2. To secure the venue booking and to confirm the event, Internal Clients, Internally Sponsored External Clients, External Clients, Priority Clients and Regular/Casual Clients must provide the following:
- 2.2.1. Return a signed copy of the booking confirmation within ten (10) business days of making the booking or within fifteen (15) business days before the event, unless AUT has agreed to an alternative timeframe.
- 2.2.2. Return a signed copy of the AUT Hospitality Services Terms and Conditions to AUT within ten (10) business days of making the booking or within fifteen (15) business

- 2.2.3. days before the event, unless AUT has agreed to an alternative timeframe.
- 2.2.4. Should External Clients, Internally Sponsored External Clients, Production Company Clients, Priority Clients, and Regular/Casual Clients require credit, a completed credit application form must be submitted prior to event confirmation. AUT has the right to use its absolute discretion to approve or reject any application for credit submitted. Where AUT has granted credit, all accounts must be settled within one (1) month after the event has concluded.
- 2.2.5. Production Companies Clients must complete a signed confirmation of the AUT Hospitality Services Terms and Conditions a minimum of three (3) business days prior to filming.
- 2.2.6. Production Company Clients must provide the following documents to AUT at the time of booking confirmation:
- The Location Agreement signed and counter signed
 - A copy of the lessee's Health & Safety Policy
 - A copy of the lessee's specific safety plans relating to the shoot
 - A list of site specific risks advised by AUT with regards to property
 - Signed Health and Safety Plans and Schedule
 - Public Liability Insurance Certificate in excess of NZD \$5,000,000
 - A schedule of times and site requirements (a shot sheet)
 - Specifications of any sets or heavy equipment being used that may interfere with the safety of AUT staff, students or visitors.
- 2.3. A deposit is also required:
- 2.3.1. A 50% deposit of the estimated event cost is required for all new external clients upon approval of the credit application and one (1) month prior to the event commencing. If an event is confirmed within one (1) month of the event date, a 50% deposit is required upon confirmation of the event.
- 2.3.2. Internal clients are required to provide a signed and coded Internal Charge Docket (ICD) equal to the total estimated event charge no later than three (3) business days prior to the event.

2.3.3. AUT may alternatively request full payment up to 100% of the total anticipated costs for events booked within one (1) month of the event taking place.

2.3.4. Until a booking is guaranteed, clients may be contacted to confirm the booking and pay a deposit to secure the venue, or release the venue if another guaranteed booking is received by AUT.

3. Insurances

3.1. External Clients, Priority Clients, Regular/Casual Clients, Internally Sponsored External Clients and Production Company Clients are responsible for arranging their own Public Liability Insurance for cover of fire, theft and damage. A minimum of NZD \$5,000,000 is required.

3.2. Internal Clients do not require additional insurance and are covered under AUT's existing insurance policy for fire, theft and damage.

4. Fees and Payment

4.1. Unless stated otherwise, all prices are exclusive of GST. Internal Clients are exempt from GST in the scenario that payment is made using an Internal Charge Docket (ICD).

4.2. External Clients, Production Company Clients, Priority Clients and Regular/Casual Clients shall pay the full amount quoted for the event at least three (3) business days prior to the event unless AUT has approved other credit arrangements.

4.3. Internally Sponsored External Clients shall pay the discounted venue fee at least three (3) business days prior to the event unless AUT has approved other credit arrangements.

4.3.1. Payment is required by bank transfer, cash or credit card in New Zealand dollars.

4.4. If any additional or increased prices, taxes or levies are introduced after the date of the Booking Confirmation, AUT reserves the right to request payment for the relevant additional amount. AUT will notify the client of increased costs as soon as is practical.

4.5. **All events receive the initial three (3) hours of event management services at no charge. All additional event management hours will be charged at \$45+gst/hour.**

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- 4.6. Should an event continue past midnight a minimum labour charge of \$80+gst/hour will be incurred for onsite AV, Security and Operations staff.
- 4.7. Minimum hourly rates for onsite staff:
 - 4.7.1. Catering, Events or AV staff onsite at events will be charged at a minimum rate of three (3) hours per person.
 - 4.7.2. If the above staff are sourced through a temping agency, a four (4) hour minimum rate will apply.
- 4.8. Bookings made outside business hours (8:30am – 5:00pm, Monday to Friday), on weekends and on public holidays may be subject to additional cleaning and security charges. In addition, a service charge of 15% is levied on the total account for events taking place on public holidays.
- 4.9. Bookings which take place on weekends are subject to a minimum catering order of \$300 per day.
- 4.10. For Production Company Clients, the standard site location fee entitles the client to film at the location for a maximum duration of twelve (12) hours. Shoots extending beyond that may incur an additional charge.

5. **Function Details and Slippage**

- 5.1. All final details, including final guaranteed number of attendees, duration of event, menus, special dietary requirements, beverages, audio visual requirements, room setups, time schedules, etc, must be confirmed in writing no later than five (5) business days prior to the date of the event.
- 5.2. No changes to the above can be made less than two (2) business days prior to the date of the event. Any urgent changes within this period may incur late fees.
- 5.3. A decrease in equipment hired by AUT Hospitality Services on the client's behalf, with less than two (2) business days' notice may incur a 100% hireage fee.
- 5.4. AUT Hospitality Services provides Electronic Direct Marketing (EDM) services. It is the responsibility of the client to provide a data base that is accurate and without error. AUT

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- 5.5. Hospitality Services will not be held responsible for email undelivered or bounce-backs due to incorrect email addresses. Any such data base is deemed to have been legally received and compliant with The Privacy Act 1993.

It is understood that the client has permission from individuals within the data base to receive emails from AUT Hospitality Services.

6. **Dietary Requirements**

- 6.1. Halal, vegetarian, vegan, dairy free, and gluten free diets can be accommodated. Additional charges may apply for any other dietary requests.
- 6.2. AUT Hospitality Services complies with the Food Act of 2014.
- 6.3. AUT Hospitality Services practice caution in preparing all special dietary requirements. However, all catering is produced in a commercial production kitchen with the risk of exposure to potential allergens. Customers with severe allergies should notify the Event Coordinator for alternative arrangements to be put in place.

7. **Agencies/Professional Conference Organisers**

- 7.1. Unless otherwise agreed, the party which signs the AUT Hospitality Services Terms and Conditions will be the party responsible for payment of all charges. If the event is being booked by an agent or on behalf of a third party, the third party must also sign these terms and conditions. For Internally Sponsored Events, both the AUT Sponsor and the External Client are required to sign the terms and conditions.

8. **Health and Safety**

- 8.1. Clients organising events in an open external space on campus will be requested to complete a Health and Safety Plan that complies with the Health & Safety at Work Act 2015. This Plan must then be approved by the Campus Health & Safety Advisor before the event can proceed.
- 8.2. An evacuation notice is present in each venue on campus and clients must familiarise themselves with the procedures that need to be followed and inform guests before the event commences.

- 8.3. In the scenario that the fire alarm rings, everyone must evacuate the occupied area immediately through the designated exit.
- 8.4. All equipment coming on site or used at any AUT event must be tag tested in accordance with Health & Safety Act 1992, Electricity Act 1992, and Electrical Regulation 1997, and must comply with AS/NZS 3760 standard/code.
- 9. Conduct of the Function**
- 9.1. Unless otherwise agreed by AUT, the event must start and finish at the time specified in the Booking Confirmation. The booking time must include all the time required by the Internal, Internally Sponsored External, the External Client, Priority Client, and Regular/Casual Client to undertake their personal event setup.
- 9.2. Production Company Clients must ensure their personnel and equipment remains in the location outlined in the Booking Confirmation or additional charges may apply.
- 9.3. Any/All AUT branding is to be excluded from Production Company Client filming at all times.
- 9.4. Within the AUT Conference Centre WA224 and the Te Iringa Room (WG308):
- 9.4.1. Internal Clients – all flat function spaces (WA224, WG201, WG306, WG308 and public foyers) will incur a room setup fee per location dependent upon event requirements.
- 9.4.2. External Clients – The venue hire fee entitles the client to one room setup per day. Setup details must be returned along with the signed terms and conditions. If applicable, the Event Coordination and Setup charge will apply when multiple setups are required (as above).
- 9.5. Any changes to setup with less than two days (2) business days' notice may incur additional late setup fees.
- 9.6. AUT Hospitality Services hold exclusive rights to the catering and AV in all AUT public spaces. Alternative arrangements including BYO beverage may be accommodated in exceptional circumstances and must be agreed to by AUT Hospitality Services (additional charges may apply).

- 9.7. The kitchens adjoining the conference centre are for AUT Hospitality Services use only.
- 9.8. All venue setup and pack-down must be completed by trained AUT Hospitality Services staff only except in the case of Production Company bookings.
- 9.9. For events where special equipment or furniture is required, this must be organised through AUT Hospitality Services and their preferred suppliers unless otherwise agreed prior to the event taking place.
- 9.10. All events must be conducted in an orderly and lawful manner and in accordance to the conditions attached to licenses granted pursuant to the Sale and Supply of Alcohol Act 2012. It is therefore mandatory to have a licensed AUT Hospitality Services bar manager present at all functions where the client intends to serve alcohol.
- 9.11. AUT reserves the right to end any event if they have reason to believe that the event is not being conducted in an orderly and lawful manner.
- 9.12. AUT has no responsibility to the client for any costs, damages or expenses that may be incurred in relation to AUT terminating the client's event.
- 9.13. Food and beverages are not permitted inside lecture theatres or classrooms but are permitted in meeting rooms, seminar rooms, conference centres, board rooms, and foyers.
- 9.14. AUT must be informed and approve all displays proposed to stage or present during the event and all advertising in relation to the event which includes reference to the venue. Attaching anything by nails, screws or adhesive in any way to any wall, door or other part of the venue is strictly prohibited unless prior approval has been granted by AUT.
- 9.15. The client is financially responsible for any loss or damage caused to property or equipment by the client, clients staff and guests before, during and after the event. This includes failure to return equipment such as power boards, cables, laser pointers and other such items. The client will be invoiced for the cost of repairs or replacement.
- 9.16. AUT is a smoke free environment. No person, whether a staff member, visitor or other, shall smoke tobacco product on any University campus or in any University

- 9.17. workplace. The total prohibition on smoking applies seven (7) days a week, 24 hours a day.

10. Event Cancellation

- 10.1. All cancellations must be received in writing and the following terms are applicable:
- 10.1.1. Less than five (5) business days' notice; unless otherwise specified in the event order, charges equivalent to 50% of the total estimated charges will be payable.
 - 10.1.2. Less than three (3) business days' notice; charges equivalent to 75% of the total estimated charges will be payable.
 - 10.1.3. Less than forty-eight (48) business hours' notice; charges equivalent to 100% of the total estimated charges will be payable.
 - 10.1.4. For Production Companies cancellations received less than forty-eight (48) business hours' notice; charges equivalent to 100% of the total labour cost will be payable.
- 10.2. AUT reserves the right to assign an alternative venue when the original venue is inappropriate or unavailable due to circumstances beyond the reasonable control of AUT. AUT will make every effort to organise a suitable venue subject to availability and will inform the client as early as possible.
- 10.3. AUT at its discretion may waive part of the cancellation fee, if elements of the specified services are able to be re-booked or diverted to alternative events, within three (3) months of the original event booking.
- 10.4. If AUT, acting reasonably, considers that the event will affect its security, reputation or the smooth running of its business, it reserves the right to cancel the event without any liability to the client, guests, attendees, agent or any other party.

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11. Liabilities and Compensation

- 11.1. The client as defined in clauses 1.1 to 1.9 is responsible for and must compensate AUT for any loss or damage arising out of the client's use or any person attending the event.
- 11.2. The client as defined in clauses 1.1 – 1.9 is also responsible for any additional cleaning requirements which AUT considers to be in excess of general cleaning.
- 11.3. The client is responsible for claims by any person for loss, injury, death or damage of any kind arising from the client's use, or any person(s) attending the event, which is caused or contributed to by the client's negligence or that of persons attending the event.
- 11.4. For Production Company Clients, if re-shooting is required due to wet weather, an additional location fee will not be incurred. However, the Production Company is liable to pay any labour charges incurred as a result of this change as referred to in clause 10.1.4. The re-shooting dates are subject to availability of spaces.
- 11.5. Force Majeure – Neither party shall be liable to the other party for any loss, damage or claim or liability suffered by the first Party due to any act of Parliament, regulation or direction, outbreak of state of emergency, Act of God or warlike hostilities, civil commotion, riot, pandemic, epidemic which is beyond the reasonable control of the first Party whose performance is affected by such cause or causes.

I have read, understood and agree to the AUT Hospitality Services Terms and Conditions.

Name:

Signature:

Title:

Organisation:

Contact email:

Contact Telephone Number:

Date:

Internal Clients only:

Internal Charge Docket: