

## HOSPITALITY SITE TERMS & CONDITIONS

These Terms and Conditions are to be read in conjunction with the Hospitality Sites Managers Guidelines (the "Guidelines"). Throughout these terms and conditions Stuff Limited, the Ports of Auckland Round the Bays Hospitality Sites (the "Event") host, is referred to as "Stuff" and the site holder is referred to as "you" and "Site Holder". The Hospitality site(s) which you have hired will be referred to as the "Site". You acknowledge and agree that these terms and conditions are subject to change from time to time at the discretion of Stuff and without notice to you.

### **Agreement Waiver and Indemnity:**

By purchasing a Site at the Event, the Site Holder agrees that:

1. The Site Holder waives, releases and discharges all and every claim, right or cause of action (including for negligence, for breach of contract or breach of Statute) that arises out of damage or loss of any description sustained as the result of my participation in the "Event" as a Site Holder.
2. This waiver, release and discharge shall operate in favour of Stuff and their respective directors, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the Event, event stakeholders, the owners, licensees and occupiers of land upon which the Event or any part of it is conducted, any statutory body or local authority having control over any land upon which the Event or any part of it is conducted, sponsors, supporters, persons, corporations, contractors, sub-contractors, volunteers, servants and employees involved or otherwise engaged in promoting, staging, administering, running or controlling the Event (the "Indemnified Parties").
3. The Site Holder shall indemnify and keep indemnified the Indemnified Parties against all actions, suits, demands, claims, proceedings, costs, expenses, liabilities and judgments (including for negligence, breach of contract or breach of statute) arising out of or in relation to the Site Holder's participation in the Event. This indemnity may be pleaded as a bar to any action, claim, demand, suit or legal proceedings.
4. The Site Holder and all attendees on their site agree to abide by all Event rules, terms and conditions including, but not limited to, the Guidelines. The Site Holder must follow the Event rules and regulations as provided by Stuff and obey all directions and instructions given by Event officials and the police.
5. The Site Holder understands that it is responsible for supplying a dry powder fire extinguisher should it have a BBQ or other open flame at the Site.
6. The Site Holder is liable for any costs and expenses incurred as a result of an act or omission of the Site Holder, their contractors/suppliers or guests that causes damage or disruption to the Site or other property and the Event and its operations.
7. The Site Holder warrants that it has public liability insurance with cover for an amount not less than \$2 million for each occurrence and an excess of no more than \$5,000 per claim.
8. The Site Holder will provide Stuff with evidence of its insurance policy at or before the start of the Event or at any time at Stuff's request.
9. The Site Holder acknowledges that trucks over 5 tonne will not be allowed access to the Site under any circumstances.
10. The Site Holder acknowledges that it is responsible for the safety of its employees, contractors and other individuals attending the Site during the Event and agrees to comply with all statutory obligations in respect of the Health & Safety at Work Act and any other policies or directions issued by Stuff or its representatives. The Site Holder must notify Stuff or its nominated representatives immediately of safety concerns it has both before and during the Event.
11. Neither party will be in breach this agreement nor will they be liable to the other party for delay or failure to perform an obligation under this Agreement due to Force Majeure Event. Further, the Site

Holder acknowledges it is not entitled to any reimbursement in respect of any Force Majeure Event. For the purpose of this clause, "Force Majeure Event" means an event or circumstance beyond the reasonable control of a party, including acts of God, war, rain, hail, fire, explosion, civil disobedience, legislation not in force at the date of this Agreement or labour disputes.

12. The Site Holder acknowledges that all vehicles must display an official vehicle pass at all times when on the Site and in the Event area and that these vehicles must be parked within the boundaries of the Site not restricting access ways. No vehicles are permitted to remain in the area overnight.
13. If the grounds are wet, vehicle access to the Event area and Site will be further restricted.
14. The Site Holder is responsible for all equipment and belongings left in the tents and marquees at the Site overnight. Stuff has no responsibility for any equipment or belongings left at the Site overnight.
15. The Site Holder will remove all tents, marquees, waste bins, rubbish and any other equipment from the Site by 12pm the following day. Failure to do so will result in being charged for the removal of any items left behind.
16. The Site Holder is responsible for the behaviour of guests, responsible service of alcohol and the closing down of the Site on the Event day.
17. The Site Holder is responsible for obtaining any necessary building consent for any marquee or temporary structure erected which is over 100 square metres on my site(s). All costs and fees for permits for temporary structures are payable by the Site Holder and are not included in the site fee. The Site Holder will notify Stuff whether or not it has been granted a building consent and will provide a copy of the building consent (if granted) to Stuff on request. The Site Holder will ensure that it complies with any conditions or terms of the building consent. Stuff will not be responsible for any breaches of, or liability arising from a breach of, the conditions or terms of the building consent.
18. The Site Holder will not introduce any feature including (but not limited to) inflatable children's activities, water based activities, amusement rides, or other display or interactive item onto their Site which has not received pre-approval from Stuff.
19. Stuff may move the location of the Site Holder's Site at any time if Stuff, in its sole discretion, deems it necessary for operational reasons.
20. Stuff or its representative may remove/exclude the Siteholder and its guests from the Event and/or the Site if behaviour is inappropriate, offensive, or abusive, to prevent damage to any property, on medical or health and safety grounds (including to prevent possible harm or injury to myself or any other person).
21. The Site Holder will not engage in any unauthorised marketing or promotional activity of any product or service without the prior written consent of Stuff. This includes (but not limited to), the sale or distribution of any product, (including samples) or promotional activity including flyers, banners or hawkers, which can equate to real or perceived "ambush marketing". Stuff or its representative may remove/exclude the Siteholder and its guests from the Event and/or the Site if the Site Holder or its representatives engage in any ambush marketing activity.
22. The Site Holder is entitled to display its signage within their Site, provided it is secured in an appropriate manner.
23. There will not be water or electricity supplied to the Site.
24. A refund of 50% of the Site fees will only be made for cancellations communicated to Stuff within 30 days prior to the event.
25. Stuff may enter the Site Holder's details into a database which will be used for the administration of the Event.

26. Stuff may disclose any personal information obtained as required or permitted by law.
27. The Site Holder declares that all the information supplied upon purchasing the Site is true and correct.