

VENUE HIRE TERMS AND CONDITIONS

1. Background

- 1.1. Innovate was established in May 2018 with the purpose of driving innovation and entrepreneurship for the prosperity of the Nelson Tasman region.
- 1.2. Innovate's vision is to help build a more connected business ecosystem by creating stronger links between clever business, investors, researchers, business development providers, Government and the education sector, in order to influence and inspire economic development in the region.
- 1.3. To that end, and among other things, Innovate operates the business known as "Mahitahi Colab", which is a physical coworking and events space at 322 Hardy Street, Nelson.
- 1.4. These terms and conditions pertain to the provision of venue and meeting room hire services by Mahitahi Colab.

2. Application

- 2.1. These terms and conditions are to be read in conjunction with:
 - (a) the event space or meeting room booking form submitted online; and
 - (b) any policies, house rules and/or Codes of Conduct notified to you, and
 These together will constitute the agreement between the parties ("**Agreement**").
- 2.2. The Member acknowledges that by confirming a booking online, these Venue Hire Terms and Conditions have been read and are understood and accepted.
- 2.3. Innovate Charitable Trust trading as Mahitahi Colab will be referred to as "Mahitahi Colab", "our" or "we" in these Terms and Conditions as appropriate.
- 2.4. The individual or company named in the Venue Hire Agreement Form is the venue user and will be referred to as "you" or "the user".

3. General Conditions of Entry

- 3.1. You agree to adhere to Mahitahi Colab's general conditions of entry and will ensure your guests abide by these throughout their visit. These include but are not limited to the following:
 - (a) Children under 14 years of age must be accompanied by a parent or guardian; and
 - (b) Clients, guests and contractors are expected to obey all Mahitahi Colab rules and regulations where present.
- 3.2. Mahitahi Colab does not permit the following:
 - (a) Smoking or the use of electronic cigarettes anywhere onsite including outdoor areas;
 - (b) Live animals onsite except guide, therapy or service animals;
 - (c) The use of pyrotechnics, fireworks or similar;
 - (d) Driving nails, tacks, screws or pins into walls, furnishings, floors or ceilings;
 - (e) Any article which is likely to injure or disturb other persons, including chemical substances which give off noxious fumes or smoke;
 - (f) Illegal drugs;
 - (g) Weapons;
 - (h) Loud hailers or noise makers;
 - (i) Roller skates, rollerblades, skateboards, scooters, bicycles or similar; or
 - (j) Heat generating appliances or other operating equipment that emit heat, fumes or exhaust (except for catering equipment and heaters provided by event staff).
- 3.3. All staff, volunteers and contractors assisting in the setting up, running or packing down of the event must comply

with Mahitahi Colab's health and safety guidelines throughout the hire period.

- 3.4. Staff, volunteers and contractors will be asked to leave if Mahitahi Colab staff do not reasonably consider them able to carry out their responsibilities safely. You will be liable for a \$1,500.00 + GST fee if you fail to return the venue to the condition in which it was hired to you by the end of your booking.

4. Vaccination / Covid-19

- 4.1. As a hybrid events and coworking space, we require proof of vaccination for entry into the Mahitahi Colab.
- 4.2. You agree to advise all event attendees of this requirement and ensure everyone present at your event provides proof of vaccination prior to entry.
- 4.3. We reserve the right to introduce other policies and procedures pertaining to Covid-19 from time to time, to reduce the risk of Covid-19 to coworkers and visitors, and to ensure compliance with Government requirements.

5. Booking Confirmation

- 5.1. A booking is considered confirmed upon submitting a booking request via our website, and this being accepted.

6. Payment Details

- 6.1. All pricing is exclusive of GST. All charges are required to be paid 7 days prior to the event.
- 6.2. Any additional charges incurred are payable within 7 days of the event.
- 6.3. All costs incurred by Mahitahi Colab in recovering any outstanding monies due will be the responsibility of the client.
- 6.4. Surcharges may apply for events held on weekends or which run into public holidays or for events which are scheduled to run for more than four hours.

7. Cancellations

- 7.1. Mahitahi Colab may cancel your booking and this Venue Hire Agreement if they reasonably consider that the management or control of the event is deficient or inadequate, or the behaviour of the attendees of the event is such that could lead to danger or injury to any person or material damage to any property, including the venue itself.

8. Loss/Damages

- 8.1. Mahitahi Colab is not responsible for any loss or damage to any guest, client or contractor's property before, during or after the hire period.
- 8.2. If any damage is caused to the venue or item within the venue, you must immediately notify a Mahitahi Colab staff member.
- 8.3. You agree to indemnify Mahitahi Colab for any breakages, thefts, damages or extra cleaning requirements caused by you, the attendees or subcontractors and shall pay these costs within 7 days of the event.
- 8.4. Mahitahi Colab is not liable for any loss or expense that you incur if we are not able to make the venue available to you due to fire, flood, earthquake, failure or other unavailability of any building services beyond our reasonable control. If the venue is unavailable to you for any of these reasons, Mahitahi Colab will refund any monies held.

9. Health and Safety

- 9.1. Mahitahi Colab will ensure, so far as reasonably practicable, that the venue and services provided are safe and healthy for the user and their guests when used for

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entertainment and hospitality as set out in the agreement. However, overall responsibility for the behaviour, safety and health of guests and contractors remains the responsibility of you the user.

- 9.2. In accordance with the Health and Safety at Work Act 2015 all clients, visitors and contractors must follow all reasonable instructions and signs whilst on site, to ensure that their actions or inactions do not cause harm to themselves, other people or property.
- 9.3. Emergency exits are to be kept clear. It is important you inform any guests and contractors the location of emergency exits in a housekeeping announcement. Mahitahi Colab will provide you with the details to be stated in this announcement. If you hear an emergency alarm, please leave the building via the nearest emergency exit, and assemble at the specified emergency assembly point for your venue and await further instructions.
- 9.4. Mahitahi Colab may refuse admission to any person or require any person attending the event to leave the venue at the sole discretion of the Mahitahi Colab staff member if that staff member reasonably believes that any person:
 - (a) Is affected by drugs or alcohol
 - (b) Is behaving in an indecent or disorderly manner
 - (c) Wilfully damages or destroys any part of the venue
 - (d) Fails to comply with any lawful request of a Mahitahi Colab staff member or security

10. Post event

- 10.1. You shall remove all goods and rubbish brought to the venue at the end of the event (or arrange for your suppliers to do so) and leave all equipment, facilities and venue in the condition that it was hired to you.



HOUSE RULES

1. We provide a variety of workspaces in the Mahitahi Colab. We have designed the common spaces so that anyone visiting should be able to find a seat and, most of the time, we hope that members will be able to use the common space immediately around them. However, please avoid occupying more than one seating location at any one time and if you leave a common space, please do not try to "reserve" it.
2. As the Mahitahi Colab is a shared space, please be respectful of other users, by:
 - Keeping your voice and noise level moderate;
 - Consider taking phone or Zoom calls in common area and wear headphones to minimise noise;
 - Keep ringtone to a reasonable level; and
 - Keep your coworking area tidy.
3. Please avoid moving furniture around without checking with our staff first and be prepared to share your sofa or table with another member if the Mahitahi Colab is busy.
4. If you have a swipecard for access to the Colab, please do not share this with others and if you lose your swipecard, please inform us immediately so it can be cancelled and a new card reissued.
5. We provide internet via an online portal for Coworkers and other users of the Mahitahi Colab ("**Colab Internet**"). Colab Internet may only be used for lawful and usual business or personal purposes. Use of the Colab Internet for unlawful or improper purposes such as to harass, defame or abuse, may result in your being barred from using the Mahitahi Colab.
6. Please help keep the kitchen clean and tidy by putting dishes in the dishwasher, cleaning up any food mess and taking home leftover food and containers.
7. Please keep toilets and other shared spaces clean and tidy after use.
8. If using the shower at the Mahitahi Colab, please leave this in a clean and tidy state after use, including by wiping up excess water from the floor to ensure the space is safe for other users.
9. The Mahitahi Colab provides milk, tea and coffee, but anything else in the fridge or kitchen belongs to other coworkers. Please do not take anything from the kitchen or Mahitahi Colab that does not belong to you.
10. If you use the Mahitahi Colab after hours, please follow all instructions relating to close down procedures for the Mahitahi Colab. The Mahitahi Colab alarms set automatically after 11.00pm, if you require access after this time please arrange this with Mahitahi Colab staff prior.
11. Please respect others' privacy by keeping conversations heard and had in the Colab private and disposing of any documents belonging to others.