

## **EXPRESS MEETING TERMS AND CONDITIONS**

The National Military Heritage Charitable Trust, trading as The Great War Exhibition, are supported by Te Papa Venues to provide all food, beverage and administrative co-ordination for functions at the Dominion Museum Building.

All references to Te Papa within these Terms and Conditions, refer only to the administrative and logistic support required for events undertaken at The Great War Exhibition, located at the Dominion Museum Building.

### **1. AGREEMENT**

1.1 By booking any function at The Great War Exhibition (TGWE), you acknowledge you have read and understood and accept these Terms and Conditions:

- (a) you acknowledge and agree that the Booking Enquiry is an offer to Te Papa that Te Papa may accept by issuing a Booking Confirmation, and will be subject to the Terms and Conditions; and
- (b) you warrant and represent to Te Papa that you have the authority to make an offer to Te Papa on the terms of the Booking Enquiry and to enter into the Agreement on behalf of the Hirer.

### **PAYMENT, EVENT DETAILS AND ATTENDEE NUMBERS AND MENU SELECTION**

#### **2. PAYMENT OF TOTAL VENUE FEE AND TOTAL ESTIMATED CATERING SPEND**

- 2.1 Te Papa will issue an invoice for the Total Estimated Spend at the same time Te Papa issues the Booking Confirmation. The Hirer must pay the invoice by the 20th day of the month following the date of invoice. All payments must be made in New Zealand dollars, free of any deductions or withholdings.
- 2.2 Te Papa will issue an invoice for any remaining balance following the Event. The Hirer will pay to Te Papa any remaining balance by the 20th day of the month following the date of invoice. All payments must be made in New Zealand dollars, free of any deductions or withholdings.
- 2.3 An administration fee may apply for any amendment to the Booking Confirmation.

#### **3. EVENT DETAILS**

- 3.1 The Hirer shall provide all event details, including estimated Attendee number(s), duration of event, Menu selection(s), entertainment requirements, audio visual requirements, room set up requirements, pack in requirements, and event schedule(s) at point of confirmation.
- 3.2 All information provided by the Hirer will be confirmed by Te Papa in writing and/or by the Booking Confirmation. The Hirer must promptly confirm that the information contained in the Booking Confirmation is correct, and any amendments must be advised in writing to Te Papa by the Hirer. Where there is inconsistency between the Hirer's records and Te Papa's records, Te Papa's records will prevail.

#### **4. ATTENDEE NUMBERS AND MENU SELECTION**

- 4.1 The Hirer shall advise the Attendee number(s) expected to attend ten (10) working days prior to the Date of Event, with the final Attendee Number(s) no later than 10.00am, five (5) working days prior to the Date of Event. If the event date falls within 5 days of the Booking Confirmation, the attendee numbers in the Booking Confirmation will be taken as the final attendee numbers.
- 4.2 The Hirer shall provide Attendee number(s) based on 100% of the actual/expected attendance, and shall factor in any anticipated increase(s) in Attendee number(s). Te Papa will book, charge and provide catering for 100% of the Attendee number(s).
- 4.3 Any increase in the Attendee numbers less than five (5) working days prior to the event may incur a surcharge of 15% of the food content of the Total Estimated Catering Spend in relation to the variance of numbers, plus any other additional expense incurred in accommodating the increase in Attendee numbers. Te Papa cannot guarantee to accommodate any increase in Attendee number(s) within five (5) working days prior to the Date of Event.
- 4.4 Te Papa will use reasonable endeavours to accommodate additional guests as notified but reserves the right to limit numbers or to relocate the Event to a larger or more suitable Venue as provided in clause 28.1 (Relocation) after consultation with the Hirer. The Hirer shall pay at the earliest practicable time (and Te Papa may deduct from moneys held) any increased Total Venue Fee and all charges and costs incurred by Te Papa on such relocation.
- 4.5 The Hirer must make Menu selections from the Menus provided by Te Papa that are noted as valid for the Event. Te Papa reserves the right to change the Menus at any given time and without notice. Te Papa reserves the right to select Menu options for any unconfirmed Menu options within (5) five days of the Event Date.
- 4.6 Menu selections advised to Te Papa less than ten working days prior to the Date of Event cannot be guaranteed to be available. If Menu item(s) is/are not available due to lack of notice, Te Papa may replace selection(s) with available item(s), and will advise the Hirer.

#### **PAYMENT AND CHARGES**

##### **5. PAYMENT TERMS**

- 5.1 Without prejudice to Te Papa or TGWE's other rights or remedies the Hirer will reimburse Te Papa or TGWE for any damage, services, losses, costs or expense that are or may be incurred by Te Papa in the event of:
- (a) any damage to the Building or theft from the Building of any of its contents arising from the hire of the Venue by the Hirer;
  - (b) extra cleaning, rubbish removal, repair or reinstatement of the Building;
  - (c) cancellation of any Event as provided in clause 10.1;
  - (d) services additional to those services referred to in the Booking Confirmation as are required or used by the Hirer or deemed necessary by Te Papa; and/or
  - (e) any breach or non-observance of this Agreement.

- 5.2 If an invoice is not paid within thirty days after the due date, the invoice may be referred to Te Papa's debt recovery agency and Te Papa may charge the Hirer a minimum default fee of 25% of the unpaid portion of the price (but not less than \$28.75) to cover Te Papa's legal and recovery costs. The unpaid invoice may also be recorded on a credit information database held by a credit reporting agency.
- 5.3 Credit will only be extended to the Hirer by written agreement between the Hirer and Te Papa.
- 5.4 Payment by credit card for \$5,000 or more will incur a 5% credit card company commission charge.
- 5.5 If any payment is in foreign currency, the exchange rate to New Zealand dollars will be the rate advised by Te Papa on the day of receipt.
- 5.6 Cheques cannot be accepted less than ten (10) working days prior to an event and may be subject to a special clearance surcharge.
- 5.7 Surcharges may be applicable for Events that fall on a public holiday as defined in the Holidays Act 2003.

**6. PRICE, CHARGE AND SURCHARGE VARIANCE**

- 6.1 Te Papa will use reasonable endeavours to maintain prices, charges and surcharges as printed and/or forecasted for the Date of Event, but these are subject to change without notice to allow for changes in legislation, market cost variations, or changes to Goods and Service Tax. Te Papa will advise the Hirer in writing of any such changes at the earliest opportunity.

**CANCELLATION**

**7. CANCELLATION OR POSTPONEMENT BY THE HIRER**

- 7.1 If the Hirer cancels or postpones an Event or any part of an Event, the following cancellation policy will apply in relation to the Event or part of Event (on a pro rata basis):

Number of days before Date of Event	Refund
30 days or more	50% of the Total Venue Fee 50% of Total Estimated Catering Expenditure
Less than 30 days	No refund

In each case, the Hirer shall pay on demand by Te Papa all additional damages and costs incurred by Te Papa as are not covered by the monies deducted or forfeited.

All cancellations and postponements must be notified by the Hirer to Te Papa in writing in order to take effect, and are effective from the date received by Te Papa.

Where the Hirer seeks to postpone the Event but the new date is not available, such postponement shall be treated as a cancellation.

Where Te Papa has booked other services for the Event including but not limited to labour costs, hireage costs and additional security costs, the Hirer will incur the full charge of these services to the extent they cannot be mitigated by reasonable steps on the part of Te Papa.

Where the entire Event is not cancelled or postponed but rooms are cancelled by the Hirer, the Hirer shall be liable to pay the full (100%) Total Venue Fee charges for the room/s cancelled.

## 8. REDUCTION IN ATTENDEE NUMBERS

8.1 The Hirer may reduce the Attendee numbers of any part of the Event in accordance with the following table subject to paying the fees indicated in the table:

Number of Days before Date of Event	Policy
15 Days or more	<ul style="list-style-type: none"> <li>10% of the remaining Guaranteed Number can be washed without charge.</li> </ul>
14 Days or less	<ul style="list-style-type: none"> <li>Remaining Guaranteed Number cannot be washed.</li> </ul>

Where a wash of Guaranteed Numbers is greater than allowed, those Attendee numbers washed will be subject to a cancellation charge equal to the Total Estimated Catering Spend or Package Price.

## HIRER OBLIGATIONS

### 9. DECLARATION OF EVENT CONTENT

9.1 The Hirer shall declare the full contents and programme of the Event in full in writing to Te Papa at the time of payment of Te Papa's invoice.

### 10. CANCELLATION OR RELOCATION OF EVENT BY TE PAPA

10.1 Te Papa reserves the right to relocate an Event to another Venue without consultation with the Hirer.

10.2 Te Papa may cancel this licence at any time before the Event commences or may cancel the Event after its commencement and require vacation of the Building after consultation with the Hirer if Te Papa and/or TGWE reasonably believes that the Event will adversely affect its operations or the security or reputation of Te Papa or TGWE, its staff or any member or members of the public, or if the content or conduct of the Event differs materially from that declared by the Hirer to Te Papa.

10.3 On cancelling any Event under clause 10.2 above, Te Papa (without limiting its other remedies):

- (a) may withhold all or part of the Total Venue Fee/Deposit and/or any Remaining Balance of Payment as Te Papa deems appropriate as compensation for damage or for administration fees, services, lost revenue, or other costs incurred by Te Papa; and
- (b) shall otherwise be not liable in any way to the Hirer or to any person claiming through the Hirer unless mutually agreed in writing.

## 11. RESPONSIBILITY

### 11.1 The Hirer shall:

- (a) properly manage and conduct the Hirer's use of the Venue and the performance and observance of the Hirer's obligations under the Agreement;
- (b) ensure that all persons at the Event behave in a responsible manner and to ensure the safety of persons and property and preservation of order in and around the Venue;
- (c) be responsible for any loss/damage to the Venue, or the Building or fittings resulting directly or indirectly from the hire or use of the Venue by the Hirer where such loss or damage is caused by the Hirer;
- (d) be responsible for security of any property or like items brought to the Venue and any insurance cover for property or like items that are directly coordinated by the Hirer;
- (e) and advise exhibitors and/or sub-contractors that insurance for their property is their responsibility and not Te Papa's;
- (f) assure the safety of and be responsible for all activities, demonstrations, stunts, displays, promotions, equipment and conduct of staff including concessionaires;
- (g) meet all reasonable costs associated with the hiring or employment of additional hosting or security staff occasioned by the content of the use/performance at the Venue. Such content to mean, but not limit to, political, scientific, economic or social issues that may reasonably be expected to attract differing views expressed through demonstration or other civil disruption; and
- (h) not allow or arrange for any security, ushering, waiting or other personnel without first notifying and gaining the consent of Te Papa.

11.2 The Hirer confirms that it has inspected and is satisfied as to the suitability of the Venue for the proposed use and acknowledges that Te Papa does not warrant or undertake such suitability.

11.3 The Hirer shall at all times follow the reasonable direction of Te Papa and TGWE staff in the Hirer's use of the Building and regardless of any other provision in this Agreement.

11.4 The Hirer shall ensure all goods/packages sent to and from TGWE are conducted as per the instructions provided by Te Papa, and the Hirer shall obtain the instructions from Te Papa staff when required.

11.5 The Hirer is responsible for ensuring that all property brought into the Building by or on behalf of the Hirer, its guests, attendees, employees or contractors is removed from the Building at the conclusion of the Event. Neither Te Papa nor TGWE staff accepts no responsibility for any property that is left in the Building whether before, during or after the Event.

11.6 Any item(s) left in the Building will be deemed abandoned and forfeited to TGWE if not collected within 10 working days of the conclusion of the Event, and may be disposed of at TGWE's discretion and without liability.

## **12. SIGNAGE, ALTERATIONS AND FIXINGS**

12.1 The Hirer shall not:

- (a) fix, attach or erect any signage, decorations or items to any part of the Venue or Building without prior written authority from Te Papa;
- (b) alter any part of the Venue or Building nor nail, screw, staple or adhere any item to any wall, door, window, surface or any other part of the Venue or Building; or
- (c) cover or obstruct TGWE signage or branding, or that of TGWE sponsors.

## **13. COMPLIANCE WITH LAW**

13.1 The Hirer shall:

- (a) comply with all legal requirements, including all regional and local authority by laws, in relation to the use of the Venue;
- (b) obtain all permits, licences, special insurance and all other requirements required under this Agreement not less than 10 days before the Date of Event; and
- (c) supply evidence of compliance (including copies of all such licences, permits, insurance policies and other documents) to Te Papa not less than seven days before the Date of Event.

13.2 If the Hirer fails to comply with clause 13.1 above, Te Papa may cancel the Event immediately by providing notice in writing to the Hirer.

## **14. OTHER PROHIBITED ACTIVITIES**

14.1 The Hirer shall not:

- (a) use or permit use of lit candles, other naked flames, or pyrotechnics of any kind or store or introduce any dangerous or inflammable goods or substances within the Building;
- (b) bring into the Building or surroundings any machinery or other equipment of such nature and size as are likely, in the opinion of Te Papa, to cause damage or nuisance;
- (c) except with Te Papa's or TGWE's prior consent in writing or as may be provided in the Booking Confirmation:
  - (i) keep animals, birds, fish or pets in the Building;
  - (ii) allow persons to sleep or reside in the Building;
  - (iii) allow sale or hawking of any goods or merchandise;
  - (iv) solicit donations within the Building; or
  - (v) sell or supply liquor at any Event.

- (d) permit any food or beverage of any kind to be brought into the Building for consumption by any persons attending the Event unless the Hirer first obtains consent in writing from Te Papa;
- (e) allow liquor to be served other than in the presence of a licensed liquor manager, under authority from the Te Papa Food and Beverage Manager, and other than within the Venue or the defined area of the Event; or
- (f) allow any of the Hirer's guest, suppliers or employees to take food or beverage into any exhibition areas.

## **15. INSURANCE**

- 15.1 If required by Te Papa, the Hirer shall take out a public liability insurance policy, such insurance to:
- (a) be obtained from a company approved by Te Papa and be in the names of both the Hirer, Te Papa and TGWE for a sum to be specified by Te Papa or as detailed in the Booking Confirmation; and
  - (b) contain a cross liability clause in favour of TGWE in a form reasonably acceptable to Te Papa.
- 15.2 The Hirer shall provide a cover note confirming the policy to Te Papa not less than 7 days before the Hirer requires Setting Up Access or before the Date of Event, whichever is the earlier.
- 15.3 Without limiting clause 15.1 and at Te Papa's sole discretion, Te Papa insurance may offer to extend TGWE's public liability insurance to cover the Event for a sum to be specified by Te Papa or as detailed in the Booking Confirmation.

## **16. LIABILITY**

- 16.1 The Hirer agrees to indemnify Te Papa and Te Papa's employees, officers and agents against all loss, damage or liability from any negligent act or omission of the Hirer in connection with the hire of Te Papa or the conduct of the Event, except to the extent that such loss, damage or liability (excluding economic loss) is caused by, or contributed to by a negligent act or omission of Te Papa.

## **17. ACCESS TO SITE FOR PREPARATION, EVENT, AND PACK-OUT**

- 17.1 The Hirer shall have rights of access to the Venue before and after the Date of Event on the basis recorded in the Booking Confirmation and otherwise only by prior arrangement with Te Papa and TGWE.
- 17.2 The Hirer shall notify Te Papa in writing not less than 14 days before the Date of Event details of all pre-production procedures, rehearsals and Venue preparation to be carried out during the Setting Up Access.

- 17.3 Te Papa may place some restrictions on the Hirer's access or Event proposals based on issues of security, tapu, (cultural difference) or otherwise where Te Papa and TGWE (in their absolute discretion) consider that such proposals may not be appropriate.
- 17.4 The Hirer shall pay for Setting Up Access and Packing Up Access at the Access Charge. If the Booking Confirmation does not specify the Access Charge, the costs of access shall form part of the Total Venue Fee or Package Price.
- 17.5 The Hirer shall:**
- (a) only access, and ensure that its Attendees only access those areas and access ways as are recorded in the Booking Confirmation and otherwise as are designated by Te Papa staff, for TGWE;
  - (b) ensure minimal disturbance or annoyance to other users of the Building; and
  - (c) observe the terms of this Agreement and shall ensure that all persons exercising these rights of access on behalf of the Hirer observe such terms.
- 17.6 Te Papa and TGWE staff may access the Venue during the Event, to inspect the Venue for other purposes.
- 17.7 Te Papa and TGWE may refuse the Hirer access to the Venue if prior arrangement for access to the Venue has not been agreed, in accordance with clause 17.1.

## **18. EXTERNAL SUPPLIERS**

- 18.1 External suppliers may only be used with the prior written approval of Te Papa. Te Papa will have final authority with regard to the safety, set-up and use of equipment or service delivery by such external suppliers or the Hirer.
- 18.2 All external contractors that are working unaccompanied when packing in/out of the Venue must sign TGWE's contractor's code of conduct and attend an induction by a member of TGWE, otherwise they are not permitted to work on site unaccompanied and therefore must have a member of TGWE's team present at all times, all associated costs for this is the responsibility of the Hirer.

## **19. CLIENT CONTACT/REPRESENTATIVE**

- 19.1 The Hirer will nominate a person, such as a professional conference organiser or event manager, to act as the Hirer's primary point of contact in relation to the Event. The Hirer agrees that Te Papa is entitled to rely on the directions of any person purporting to act on behalf of the Hirer and is not required to seek verification of that person's authority to give any such directions.

## **20. HEALTH & SAFETY AT WORK ACT 2015**

- 20.1 The Hirer shall ensure compliance in all respects with the requirements of the Health & Safety at work Act 2015. In particular the Hirer shall take all practical steps to identify, reduce or eliminate the risk of harm to employees, contractors or members of the public in the Venue and in the Building.



## **21. SMOKING**

- 21.1 TGWE is located in the Dominion Museum Building which is located on the Massey University Campus. This is designated as smoke free. The Hirer shall ensure that members of the public, including those attending Events, smoke only outside the Building on the ground level, away from main entrance-ways. TGWE may require any person/s found smoking inside the Building to cease immediately and/or to leave the Building.

## **22. PHOTOGRAPHY, VIDEO AND MOTION PICTURES**

- 22.1 The Hirer shall seek prior approval from Te Papa in writing for all photographic, video or motion picture coverage of the Event, and shall specify the purposes for which such coverage will be used. All photographic, video or motion picture sub-contractors must be accredited to the Hirer.

- 22.2 The Hirer shall not undertake or permit except with the prior written consent of Te Papa and/or TGWE:

- (a) any photographic, video or motion picture coverage which is or may be considered unlawful or which breaches copyright or is in violation of any protocol; or
- (b) any direct photographic or video copy to be made of any work of art or artefact on display.

- 22.3 The Hirer shall ensure compliance with any photography conditions applying to temporary exhibitions or other displays.

- 22.4 TGWE may:

- (a) after consultation with the Hirer take photographs and/or video and/or motion picture coverage of the Event and activities associated with the Event; and
- (b) obtain copies, at cost, of any photographic, video or motion picture coverage taken by the Hirer to use for archival and promotional purposes with the consent of the Hirer, such consent not to be unreasonably withheld.

## **23. CONDUCT OF GUESTS**

- 23.1 Te Papa and/or TGWE staff may require any persons to leave an Event or may terminate an Event if, in Te Papa or TGWE's opinion, any such persons or sufficient numbers of such persons are intoxicated or behaving in a manner which:

- (a) impedes or adversely affects the enjoyment of other persons in the Building or puts those other persons at risk;
- (b) has caused loss or damage or increases the risk of loss or damage to the Building or any property;
- (c) breaches any of these Conditions or any legislation or regulation; or
- (d) is likely to do any of these things,

in all respects at Te Papa or TGWE's absolute discretion and without liability by Te Papa or TGWE to the Hirer or any such persons.

## **24. ADDITIONAL HOURS**

24.1 The Hirer shall ensure that the Venue and the Building are vacated by the end of the agreed period of hire for the Event.

If the Venue and the Building are not duly vacated, the Hirer shall pay for any Additional Hours at the rate(s) detailed in point 3 of the Booking Confirmation (or, if not specified, at TGWE's standard rate) within seven days after the Date of Event.

## **25. VENUE REINSTATEMENT & CLEANING**

25.1 The Hirer shall remove all of the Hirer's equipment, items and accessories, (including rubbish) from the Building at the earliest practicable time following the Event and prior to the expiry of Packing Up Access, in all respects to the reasonable satisfaction of TGWE. Upon removal TGWE will ensure the standard cleaning of the Venue.

25.2 TGWE will then clean the Venue as part of its standard daily cleaning. Any additional cleaning required, over and above a standard clean, will be charged to the Hirer at TGWE's discretion.

## **26. USE OF TGWE BRAND**

26.1 The Hirer shall not permit any use of TGWE's legal name, brand name, logo and any description of TGWE unless authorised under this Agreement or the Hirer obtains written authorisation of TGWE before any such use.

26.2 All information about the Event (including invitations and publicity) must use:

(a) the TGWE brand name, being: The Great War Exhibition;

(b) the TGWE address, being: THE Great War Exhibition  
15 Buckle Street,  
Mount Cook  
Wellington

(c) the full legal name for TGWE, being, The Great War Exhibition, if used, must be used in full. No variations will be allowed.

## **EVACUATION AND RELOCATION**

### **27. EVACUATION**

27.1 Without limitation to or by any other provision in this Agreement, TGWE may evacuate the Venue and/or the Building during the hire period (including during any Event) for any reason whatsoever at TGWE's absolute discretion and without liability.

### **28. RELOCATION**

- 28.1 Te Papa may relocate any Event, provided reasonable notice of such relocation is provided to the Hirer, at any time into an alternate space or location if, at the absolute discretion of Te Papa, such relocation is necessary:
- (a) to better ensure quality accommodation for additional guests as notified by the Hirer;
  - (b) where the Venue is or has been damaged or otherwise cannot reasonably be reinstated or made available in time to provide quality accommodation for the Hirer; or
  - (c) to comply with any regulation or legal requirement in respect of use of the Building.

## **GENERAL**

### **29. FORCE MAJEURE**

- 29.1 A party shall not be liable for any breach of this Agreement to the extent that such breach is due to an event or circumstance beyond the reasonable control of a party, such as fire, flood or earthquake, but excluding a lack of funds.

### **30. CONSUMER GUARANTEES LAW**

- 30.1 Except as expressly provided in this Agreement all representations or warranties (statutory, express or implied), except any which may not lawfully be excluded, are excluded.
- 30.2 The Hirer acknowledges and agrees that where it is acquiring the event management services for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 will not apply to such supply.

### **31. SECURITY**

- 31.1 TGWE's security 24-hour number for any emergency or problems is (04) 8019197. The Hirer can contact Simply Security staff on this number if necessary.

### **32. MEDIATION**

- 32.1 If there is a dispute between the parties in relation to this Agreement, either party may give the other party notice of the nature and details of the dispute.
- 32.2 Within 10 working days of receipt of the notice of dispute, senior managers of the parties shall meet to endeavour to resolve the dispute.
- 32.3 If the dispute is not resolved within 20 working days of receipt of the notice of dispute, either party may by notice to the other party refer the dispute to mediation. The mediation will be conducted in Wellington under the LEADR New Zealand Incorporated ("LEADR") standard mediation agreement. If the parties do not agree on a mediator or the mediator's fees within 5 working days of receipt of the notice of mediation, the mediator shall be appointed or the fees set by the chair of LEADR (or his/her nominee) at the request of either party.

### **33. GENERAL**

- 33.1 Each notice under this Agreement shall be in writing and delivered personally, sent by post or email. A notice is deemed to be received: (a) if delivered personally, when delivered; (b) if posted, three working days after posting; or (c) if sent by email, upon production of a transmission report which indicates the email was sent in its entirety to the email address of the recipient.
- 33.2 No amendment to this Agreement will be effective unless it is in writing and signed by the parties.
- 33.3 If any provision of this Agreement is illegal, invalid or unenforceable, that provision shall be read down to the extent necessary to make it legal, valid and enforceable.
- 33.4 Following termination or expiry of this Agreement the provisions that are by their nature intended to survive, will remain in effect.
- 33.5 A waiver of a right under this Agreement is ineffective unless it is in writing.
- 33.6 This Agreement is governed by New Zealand law and the parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts.

### **34. INTERPRETATION**

- 34.1 Terms capitalised in these Terms and Conditions shall refer to and have the same meaning as those terms as used in the Booking Confirmation.

### **35. DEFINITIONS**

- 35.1 "Access Charge" means the fee for access to the Venue (if any) specified in the Booking Confirmation.
- 35.2 "Agreement" means the Booking Confirmation and these Terms and Conditions.
- 35.3 "Attendee(s)" means a person or people attending the Event.
- 35.4 "Booking Confirmation" means the details of the Event as sent by Te Papa to the Hirer.
- 35.5 "Booking Enquiry" means the enquiry submitted to Te Papa in respect of hiring the Venue for the Event at TGWE.
- 35.6 "Building" means the Dominion Museum Building and surrounding land (including car parking areas) at Buckle Street, Mount Cook, Wellington. Costs incurred by Te Papa or TGWE for damage or loss to property in the vicinity of the Building or for services to reinstate such property shall be deemed to be damage or loss to the Building.
- 35.7 "Date of Event" means the date of the Event, or the first day of a multiple day event.
- 35.8 "Event" means the event/function specified in the Booking Confirmation.
- 35.9 "Event Details" means information about the Event as compiled by Te Papa staff, which is based on the information contained in the Booking Confirmation and is updated from information provided by the Hirer.

- 35.10 "Guaranteed Number(s)" means the number of Attendees as advised or if not advised as set out in the Booking Confirmation, calculated on the greater of:
- (a) Attendee numbers indicated in the Booking Confirmation; or
  - (b) Actual numbers of Attendees attending the Event.
- 35.11 "Menus" mean the catering menus provided by Te Papa, including beverage.
- 35.12 "Packing Up Access" means the time period for access specified in the Booking Confirmation.
- 35.13 "Setting Up Access" means the time period for access specified in the Booking Confirmation.
- 35.14 "Te Papa/TGWE" and the "Hirer" include (where appropriate) representatives, employees, agents, administrators, guests and invitees of each.
- 35.15 "Terms and Conditions" means these terms and conditions.
- 35.16 "Total Estimated Catering Spend" means the total value of the catering, including beverage, for the Event based on the current Event Details.
- 35.17 "Total Estimated Spend" means the total value of the Event based on the Total Venue Fee(s), catering expenditure, and any other service or product provided by Te Papa or TGWE, as per the Event Details.
- 35.18 "Total Venue Fee" means the total venue fee as specified in the Booking Confirmation, or as otherwise amended in any confirmation issued by Te Papa;
- 35.19 "Venue" means the part of the Building in which the Event will be held.
- 35.20 "Wash" or "Washed" means a reduction of or the act of reducing Guaranteed Numbers
- 35.21 "working day" means a day (other than a Saturday or Sunday) on which registered banks are normally open for ordinary over the counter banking business in Wellington, New Zealand.