

## Venue Hire Bookings Policy

### Purpose

The Wairarapa Events Centre has several drivers regarding the occupancy of our venue and spaces, these include our MOU groups, community and industry access, and financial sustainability. This Venue Hire Booking Policy aims to set some base criteria and systems, to meet the needs of our business. . It provides clear guidelines for the reservation of spaces and associated costs, competition for dates, payments schedules and cancellation policy.

### Policy

#### Enquiries

Enquiries for venue availability, pricing and basic information occur regularly. These are simply enquiries and do not constitute a tentative (pencil) booking until an acknowledgement of a tentative booking is given in writing by a member of the Event Centre Team.

#### Pencil Bookings

Once a tentative booking is entered into Venue Manager, it is given a priority on a “first come, first served” basis. Where more than one tentative booking exists, the first tentative booking received for a date is called the “first tentative booking” and any subsequent tentative bookings received for the same date(s) and time are described as “second tentative booking”, “third tentative booking”, and so on, and priority is attributed on this ranking. Where a client is looking at multiple date options to hold their event, all dates would be held as “first pencil” and the client would be given up to one month to make a decision (unless challenged for the same date then the parameters laid out within the Competition for Dates section of this policy would be applied

If any party for whatever reason cancels or moves the dates of their tentative booking, or the venue cancels the tentative booking, then all tentative booking holders will have their status/ranking altered to reflect this. s. (i.e. if first pencil booking cancels, then the current second pencil booking becomes the first pencil booking, and the third pencil booking becomes the second pencil booking, and so on)

A first pencil booking within three months from the date of the event will only be held for one month without confirmation of payment of the Confirmation Fee. At the end of this month period it may automatically be cancelled without notice.

A first pencil status hold may be made up to three years in advance. A first pencil status hold further out than three years will be accepted with the approval of the venue. First pencil bookings are subject to the parameters laid out within the Competition for Dates section of this policy.

### **Competition for dates**

Where a second or subsequent tentative booking wishes to sign up a Venue Hire Agreement, the Venue will notify the first tentative booking of this ("Notice") and they must, within seven days, either cancel their tentative booking or enter into a Venue Hire Agreement and pay the Confirmation Fee.

1. Where the Event is scheduled to take place more than 6 months from the receipt of Notice, the enquiry or first pencil hold has 21 days to act.
2. Where the Event is scheduled to take place more than 3 months but less than 6 months from the receipt of Notice, the enquiry or first pencil hold has 14 days to act.
3. Where the Event is scheduled to take place less than 3 months from the receipt of Notice, the enquiry or first pencil hold has 7 days to act.

Provided always that the Venue is only obliged to use its best endeavours to notify the first tentative booking, using the contact details provided by the first tentative booking held by the Venue. In the event that the Venue does not receive confirmation that the first tentative booking wishes to enter into a Venue Hire Agreement and pay the Confirmation Fee within the timeframes above, then the first tentative booking will be considered Cancelled.

Where there is more than one potential hirer seeking date(s), the venue may require the first pencil hirer to provide a signed Venue Hire Agreement within 2 working days of notification in addition to paying the Confirmation Fee within 5 working days to secure the date(s).

Failure to sign the Venue Hire Agreement and/or pay the Confirmation Fee may result in the release of the dates to another applicant.

### **Competition of Shows**

Where there is more than one potential hirer, that is looking at putting on the same or directly competing show (i.e. tribute/impersonation shows of the same artist) the above competition for dates policy applies.

Subsequently the Wairarapa Events Centre shall not book more than one tribute show of the same artist, by a difference of 10 months (i.e. Show 1 February = Show 2 December or Show 1 August = Show 2 June the following year).

### **Confirmation of booking**

A booking is considered to be confirmed when the venue receives a signed Venue Hire Agreement as outlined below with the necessary Confirmation Fee. Unconfirmed bookings are subject to the parameters laid out within the Competition for Dates section of this policy.

### **Rates and Charges**

Venue hire and equipment rates for the current financial year are available on the Carterton

District Council website. The Wairarapa Events Centre operates a two-tiered venue hire system offering Commercial and Community rates.

### **Community Rate and Discounts**

A Community Rate is available upon application and granted at the sole discretion of the venue.

The Event Centre Team Leader, or delegate, may also fully or partially waive booking charges in certain circumstances. Decisions to waive charges or to apply the community rate discounts are at the centre's discretion, but for external bookings may take into account:

- i. the connection of the event to the Carterton District Council
- ii. the value of the event to the wider community
- iii. the financial/commercial status of the applicant organisation and/or the event, and
- iv. impacts for the Carterton District Council in holding the event, including actual, potential and opportunity costs.

### **Payment Schedule**

A payment schedule for the hire is laid out in the venue hire agreement. The balance of the Venue Hire Fee is to be paid in accordance with the Payment Schedule or the balance will be invoiced as soon as practicable after the End Date of the Hire Period as part of the final settlement process.

\* Invoices are issued by the Carterton District Council and require payment according to the council Terms & Conditions.

### **Cancellations**

Either the Hirer or the venue may cancel the Event at any time prior to the expiry of the Hire Period, subject to the following provisions.

If the Hirer cancels the Event for any reason, the Venue Operator will retain the non-refundable Confirmation Fee and unless specified in writing, otherwise, the following cancellation provisions will apply. Where cancellation occurs within:

1. 3 months of the Event, 50% of the Venue Hire Fee is payable to the Venue Operator;
2. 10 Working Days of the Event, the full Venue Hire Fee is payable; and
3. 7 days of the Event, the full Venue Hire Fee is payable and 50% of the estimated cost of and any Services Fee will be payable; and
4. 3 days of the Event, 100% of all estimated Event costs will apply.

If the venue cancels the Event on the grounds that:

1. The Hirer is in breach of the venue hire agreement; or
2. the Hirer has failed to pay any sum of money payable to the venue on the due date for payment; or
3. the Event is presented or conducted by the Hirer other than in accordance with the Event content approved by the venue; or
  - a. the Hirer (being a natural person) has an order of bankruptcy made against him/her/they or (being a company) has a Receiver appointed over its business or undertaking or has an application for liquidation made against it; or
  - b. the Hirer (being a natural person) dies or (being a company) is removed from the Register of Companies; then

The venue may, in its absolute discretion, retain or, if not paid in full, require the Hirer to pay all of the Venue Hire Fee and any other costs incurred or losses suffered by the venue (including without limitation, loss of profits) which are certified by the venue as having been so incurred or suffered by it as a result of the cancellation of the hire of the Venue in addition to any other liability of the Hirer under the venue hire agreement.

If the venue cancels the Event for any other reason, the venue shall refund to the Hirer any Hire Charges paid by the Hirer.

### **Exceptions**

Exceptions to the above may be negotiated on a case by case basis by individual Hirers and the venue.

### **Key relevant documents**

1. WEC Venue Hire Agreement Specific Terms
2. WEC Venue Hire Agreement Terms and Conditions