

HĀNGĪ KI TE WHĀNAU ĀTEA A TE PANE O MATAOHO / TE ARA PUERU - Hāngi experience on Māngere Mountain

Terms and Conditions of Hire – v1.1



The following Terms and Conditions of Hire have been developed to ensure your activity/event runs smoothly with minimal disruption. By submitting a booking form to Tūpuna Maunga Authority for the Hāngi ki te Whānau Ātea hire you will be deemed to have accepted these Terms and Conditions of Hire.

Please retain a copy of these Terms and Conditions for your reference ensuring that you are aware of the responsibilities of hire.

Your booking is not confirmed until you have accepted the Terms and Conditions of hire and Tūpuna Maunga Authority has received the non-refundable deposit as set out below.

Booking is made for a minimum of half day.

By accepting this Agreement, I warrant and confirm that: I have read and understood the full Terms and Conditions of hire, I am at least 18 years old and have the authority to accept this agreement. I understand that my name and phone number will be shared with the supplier, Taumaihi Limited trading as Hāngi Master, so they can contact me, if needed, on the day of my booking.

Bookings

- a. Bookings are to be for a minimum of half day. Booking sessions available are 5 am to 11 am, 12 pm to 7 pm, or full day.
- b. The Hirer must precisely state the type of activity/event that is to take place and use the Hāngi ki te Whānau Ātea for that purpose, only.
- c. The Hirer must use only the area that has been booked and confirmed. Whānau Ātea is a shared space and must be made available to the public, although the Whānau Ātea and other spaces on the maunga can be booked separately from the hāngi pit for events.
- d. Māngere War Memorial Hall is available to be booked separately on Auckland Council Venue Hires website.
- e. Refer to Tūpuna Maunga Authority website <https://maunga.nz> for film permit, event permit, Māngere War Memorial hall, general council hall hire, and drone and photography policy.
- f. If you need to change your booking you must contact Tūpuna Maunga Authority by email maungaevents@aucklandcouncil.govt.nz. It may not be possible for Tūpuna Maunga Authority to accommodate all requested changes.
- g. Set up and pack down time is included in the Hire Period.
- h. Tūpuna Maunga Authority reserves the right to have staff present at the site at any time during the Hire Period.
- i. The Hirer must adhere strictly to the confirmed Hire Period. Failure to do so will incur additional charges and possible cancellation of any future booking(s).

Alcohol & Smoking

The Tūpuna Maunga are alcohol and smokefree spaces. Alcohol and smoking are NOT permitted at any time during this activity.

Animals

- a. All dogs and animals are prohibited from the Whānau Ātea space. The only exception is registered aid dogs. Please advise staff at time of booking if you have a registered aid dog for an exemption.
- b. Dogs must be on leash on all other areas of the Maunga.

Access to Hāngi ki te Whānau Ātea Site

- a. The ring road must always remain open to vehicles, at all times.
- b. The road from the gate to the tihi (summit) must remain open for pedestrians, bicycles, and cars transporting people with limited mobility.
- c. No road closures are supported as part of the application.
- d. No vehicles to be parked at the tihi (summit) during the session.
- e. Vehicles can be driven to the top space above the hāngi pit area as indicated by staff specifically to pick up equipment or hāngi pit products only.
- f. Hirer must follow gate opening and closing times. Gates will be opened for the session by the hāngi specialist for the booking, when and as necessary.
- g. Parking is available at the Te Pane o Mataoho / Te Ara Pueru / Māngere Mountain entrance by the Māngere War Memorial Hall in allocated parking spaces.
- h. Public access to the maunga must be made available at all times during the hire.
- i. All participants must stay to the tracks if visiting other areas of the maunga.

Signage and Event Equipment

- a. If the event is onsite, signage and event equipment must be permitted in advance via the events and filming page.
- b. All communication, signage, and documentation are to use the formally recognised ancestral names of the maunga.
- c. The Hirer shall ensure that nothing is fixed, hung, or otherwise attached to any features of the maunga, e.g., trees, street furniture, lampposts, etc. without the prior consent of the Tūpuna Maunga Authority or its delegate.
- d. All gazebos, tents or fixed abodes must be weighted rather than pegged.
- e. All food vendors are prohibited.
- f. Tūpuna Maunga Authority will not be liable for any damage or theft of the Hirer's property or equipment.
- g. Removal of Hirer's equipment shall take place immediately after the activity.
- h. All equipment and structures used must be in good, safe working order.

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Cleaning

The Hirer is responsible for cleaning site as guided by the hāngi specialist, including sorting rubbish into bins provided, repair or reinstatement of the site which Tūpuna Maunga Authority considers is required after the event/activity/booking.

Health and Safety

- a. Hirer must follow all Health and Safety procedures during preparation of the hāngi.
 - b. The Tūpuna Maunga Authority is responsible to appoint and instruct a fire warden for the Hire period. The assigned fire warden must ensure that all emergency exits are checked twice at the start of the Hire period and at least once during the Hire period.
 - c. Only people assigned to assist with cooking preparation are allowed in the Hāngi ki te Whānau Ātea area during the cooking process.
 - d. The Hirer must ensure that access and egress for residents, businesses or emergency vehicles are available at all times and that the public is not duly inconvenienced by the activity. This includes public and private access ways that must be kept clear at all times.
 - e. It is the Hirer's responsibility to make themselves familiar with the evacuation procedure in case of fire at the Hāngi ki te Whānau Ātea site, and to ensure that all emergency exits are clear and free of any obstacles – including tables and chairs when leaving the site.
 - f. In case of an uncontained fire at a Hāngi ki te Whānau Ātea Venue, the Hirer must ensure the evacuation procedure is followed immediately and all fire emergency requirements instructed by the hāngi specialist on site are followed.
 - g. Any hazard a Hirer may encounter either as a result of any activity or physical condition must be reported immediately to the hāngi specialist on site.
 - h. It is the responsibility of the Tūpuna Maunga Authority to provide first aid supplies.
 - i. The hāngi specialist is responsible for ensuring that the general public does not have access to the Hāngi ki te Whānau Ātea site during the Hire period.
- a. All fees and charges quoted at the time of booking are current at that time and are subject to change. The Site Hire Price that will apply to the relevant booking will be confirmed to the Hirer in writing after the booking form is submitted. Unless the Hirer tells Tūpuna Maunga Authority that it does not wish to proceed with the booking within two working days of being told the Site Hire Price, this price will apply and the deposit will be payable in accordance with the below.
 - b. The Hirer shall be liable for the payment of all amounts owing to Tūpuna Maunga Authority pursuant to this Agreement, whether or not the services of Tūpuna Maunga Authority are supplied to the Hirer, or to some other person, firm or corporate body at the Hirer's request, and notwithstanding that the Hirer may have incurred all or any part of that indebtedness as agent for any other person, firm or corporate body.
 - c. Non-refundable deposit of \$1000 is due within 2 working days after receipt of the Site Hire Price as contemplated above. Booking is confirmed after payment is received to the Tūpuna Maunga Authority bank account.
 - d. Remaining payment may be paid in one lump sum or in instalments, provided that full payment is received by Tūpuna Maunga Authority no later than 7 calendar days before the event/activity/booking. Failure to make such payment by such deadline may result a cancellation of the booking as a whole.
 - e. Any outstanding amount will be a debt due to Tūpuna Maunga Authority and may be referred to a debt collection agency or other duly authorised agent of Tūpuna Maunga Authority for collection. In addition, Tūpuna Maunga Authority may at its discretion and without prejudice to its other remedies:
 - i. Suspend for such period and subject to such terms as Tūpuna Maunga Authority in its discretion determines any entitlement to credit given to the Hirer pursuant to this Agreement.
 - ii. To the extent permitted by law, refrain from supplying any further services or goods to the Hirer until the Hirer has discharged all outstanding indebtedness to Tūpuna Maunga Authority.

COVID-19

By entering this Agreement, the Hirer warrants and confirms to comply with the COVID-19 Protection Framework and any legislation and orders in relation to COVID-19 and abide by all rules and directives published and updated by the government from time to time at <https://covid19.govt.nz/>. The Hirer must comply with any policies or requirements of Council in relation to COVID-19.

Payment

Additional charges

- a. Tūpuna Maunga Authority reserves the right to invoice the Hirer for any additional charges resulting from Hirers use. In addition to the Site Hire Price quoted at the time of booking, the Hirer may be charged for:
 - i. Any damage to the Hāngi ki te Whānau Ātea site caused during the Hire period or through any breach of the Terms and Conditions in this Agreement.
 - ii. Any theft of Tūpuna Maunga Authority property from the Hāngi ki te Whānau Ātea site during the Hire period.

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- iii. Any extra cleaning, rubbish removal, repair or reinstatement of the Hāngi ki te Whānau Ātea site which Tūpuna Maunga Authority considers is required after the event/activity/booking.
- iv. Any costs, losses, or expenses that Tūpuna Maunga Authority incurs due to any breach of the terms and conditions outlined in this Agreement.
- v. Any emergency services call out other than for an emergency, Tūpuna Maunga Authority reserves the right to impose an additional fee of up to \$1500+GST and hold the Hirer liable for that amount.
- vi. Tūpuna Maunga Authority noise control units sent to the Hāngi ki te Whānau Ātea site during the booking.
- vii. Any unauthorised overstay may be penalised.
- b. Tūpuna Maunga Authority reserves the right to apply an additional charge for security, cleaning and/or extra technician, specialist or staff required for the booking over and above the booking cost agreed at the time of booking.
- c. The Hirer will upon demand pay all of Tūpuna Maunga Authority's reasonable expenses, including cheque dishonour fees, debt collection fees and legal costs (on a solicitor/agent/client basis) in relation to the collection of all overdue moneys.
- d. Any refund due will be made to the account from which online direct credit payment of the site Hire Price was made. If the site Hire Price was not paid online by direct credit, any refund due by Tūpuna Maunga Authority under this Agreement will only be paid on receipt of proof of a bank account for the Hirer.
- e. If payment of the site Hire Price was not made by the main contact on the booking, proof of payment must be supplied.
- f. Tūpuna Maunga Authority may terminate any booking(s), any event/activity and/or this Agreement in its sole discretion if it considers:
 - i. the booking will, or might, contravene any statute, order, regulation, bylaw, rule of law or any other requirements of a public or local authority, or otherwise be in breach of this Agreement;
 - ii. that the management or control of the booking is deficient.
- g. Tūpuna Maunga Authority reserves the right to cancel booking(s) where circumstances so warrant. These may include, but are not limited to, emergency situations and adverse environmental/weather conditions. Tūpuna Maunga Authority will endeavour to provide an alternative Hāngi ki te Whānau Ātea site booking. If the alternative option is not suitable, the Hire fee will be refunded (excluding the deposit).
- h. Tūpuna Maunga Authority shall be entitled to suspend or cancel all or any part of this Agreement, in addition to its other rights and remedies, in any of the following circumstances:
 - i. If the Hirer fails to meet any obligation under the Agreement with Tūpuna Maunga Authority.
 - ii. If the Hirer is made bankrupt, dissolved, placed into liquidation, becomes insolvent, or is removed, or is likely to be removed from the register of companies.
 - iii. If a receiver is appointed in respect of the assets of the Hirer, or an arrangement with the Hirer's creditors is made or is likely to be made.
 - iv. If any information given on the booking form is found to be untrue.
- i. The Site Hire Fee will not be refunded in the event of suspension, cancellation or termination under paragraphs (f) or (h) above, and all indebtedness of the Hirer to Tūpuna Maunga Authority hereunder shall become immediately due and payable.

Cancellation or changes to hire

- a. In the event that the Hirer notifies Tūpuna Maunga Authority in writing that it wishes to cancel the booking, Tūpuna Maunga Authority will refund the Hire Fee as follows (provided that in no circumstances will the deposit be refunded):
 - i. Cancellation notice received 7 or more calendar days prior to the date of the booking: Full refund.
 - ii. Cancellation notice received between 24 hours-6 calendar days prior to the date of Event: 50% of final invoice price.
 - iii. No refund will be provided for notice of cancellation provided less than 24h prior to the event.
 - iv. Special circumstances apply to some cancellations and changes. Please contact Tūpuna Maunga Authority to see exemption criteria.
 - b. A request to change booking details (such as change to number of people, food) other than the date of booking, must be received more than 7 calendar days prior to booking. It may not be possible for Tūpuna Maunga Authority to accommodate all requested changes.
 - c. If you need to cancel or change your booking you must contact Tūpuna Maunga Authority as soon as possible by email maungaevents@aucklandcouncil.govt.nz (and no later than 4 weeks prior to the session/event if the requested change is to the date of booking). It may not be possible for Tūpuna Maunga Authority to accommodate all requested changes.
- ### Insurance
- a. The Tūpuna Maunga Authority does not undertake to arrange for or maintain any insurance cover, property, contents or otherwise, for the Hāngi ki te Whānau Ātea site or the booking for the benefit of the Hirer.
 - b. The Hirer is responsible to arrange for and maintain any insurance cover they consider necessary and adequate. That includes any public liability insurance cover which is required

for medium – to high-risk activities to protect the Hirer against claims made by third parties for damage to people or assets.

Liability

- a. To the extent permitted by law, the Hirer will indemnify Tūpuna Maunga Authority, its employees or agents against all claims, demands, losses, damages, costs, and expenses arising from the Hirer's use of the Hāngi ki te Whānau Ātea site or any breach of this Agreement.
- b. Tūpuna Maunga Authority is not responsible for the loss of or damage to any of the Hirer's property in or around the Hāngi ki te Whānau Ātea site. Any equipment/property left in a Hāngi ki te Whānau Ātea site is at the Hirer's own risk.
- c. Tūpuna Maunga Authority is not liable for any loss or expense that the Hirer incurs if the Tūpuna Maunga Authority is not able to make the Hāngi ki te Whānau Ātea site available to the Hirer as a result of fire, flood, earthquake, or other event beyond Tūpuna Maunga Authority's reasonable control.
- d. To the extent permitted by law and without limiting any of the Hirer's rights under the Consumer Guarantees Act 1993, the maximum amount of Tūpuna Maunga Authority's liability under or in relation to this Agreement for any loss, damage, claim, or expense is limited to an amount equal to the site Hire Price.
- e. It is the Hirer's responsibility to ensure that the requirements of the Health and Safety at Work Act 2015 and the Smokefree Environments and Regulated Products Act 1990, as they apply to the Hirer's intended use of the Hāngi ki te Whānau Ātea site are met.

General conditions of use

- a. All Hirers must be a legal entity. Tūpuna Maunga Authority reserves the right to ask for proof of legal entity. A legal entity is a registered group or individual who has capacity to:
 - i. enter into agreements or contracts
 - ii. assume obligations
 - iii. incur and pay debts
 - iv. sue and be sued in its own right
 - v. be accountable for illegal activities
- b. The person who makes the booking (or the legal entity's representative as notified to Tūpuna Maunga Authority) is required to be present for the duration of the site Hire Period.
- c. The capacity must not be exceeded at any time.
- d. The Tūpuna Maunga Authority subscribes to the Auckland Council Customer Privacy Policy, which applies to all Hirers. This can be found at www.aucklandcouncil.govt.nz
- e. No animals are permitted at the Hāngi ki te Whānau Ātea site, other than guide dogs for the visually impaired, registered companion animals or official animals of the NZ Police (except in the case of animal shows and exhibitions but subject to compliance laws).

- f. The Hirer must not allow any illegal activities to take place in or outside the Hāngi ki te Whānau Ātea site during the Hire Period. All statutory rules, regulation and bylaws in force shall be strictly observed by the Hirer.
- g. If noise complaints are received the noise level will be required to be turned down and may be referred to authorities.
- h. The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, responsible for all children 10 years of age and under.
- i. Notwithstanding any other provision contained in this Agreement, Tūpuna Maunga Authority may refuse admission to any person or require any person attending the booking to leave the Hāngi ki te Whānau Ātea site at the sole discretion of any Tūpuna Maunga Authority staff member or its delegate.
- j. All persons signing or accepting this Agreement online (whether as an individual Hirer, or director or other authorised signatory of another legal entity) shall be bound personally to abide by all the terms and conditions contained in this Agreement and to fulfil all of the Hirer's obligations under this Agreement as a principal debtor.

In this Agreement, unless the context otherwise requires

- a. **Agreement** means the agreement between Tūpuna Maunga Authority and the Hirer in regard to the Event and agreed Hāngi ki te Whānau Ātea Venue and includes these General Terms and Conditions, the booking form and any confirmation letters/emails from Tūpuna Maunga Authority.
- b. **Hāngi ki te Whānau Ātea site** means the Tūpuna Maunga Authority owned venue and its facilities identified in the booking form (paper or electronic) that forms part of this Agreement.
- c. **Event/Session/Activity/Booking** means the purpose for which the Hāngi ki te Whānau Ātea Venue is hired as described in the booking form (paper or electronic) that forms part of this Agreement.
- d. **Site hire price** is the fee charged for use of an Tūpuna Maunga Authority hāngi pit site specified in the [confirmation email or letter received from Tūpuna Maunga Authority in relation to the Hirer's booking].
- e. **Hirer** means the person(s) or legal entity named as Hirer in the booking form (paper or electronic) that forms part of this Agreement
- f. **Hire Period** is the agreed time for which the Hāngi ki te Whānau Ātea site is hired for and includes the induction to the Hāngi ki te Whānau Ātea site and the cleaning time after the booking.

Pest control stations

May be located around some sites. For your safety and effectiveness of the pest control station please keep children away and do not touch.