

ROOM HIRE TERMS AND CONDITIONS

(1 AUGUST 2026 VERSION)

1. Application of these terms

- 1.1 These Room Hire Terms and Conditions apply whenever a Room Hire Order Form refers to them.
- 1.2 No terms or conditions contained in any document or correspondence issued by the Hirer shall apply to supplement or vary the Agreement unless expressly agreed in writing and signed by authorised representatives of both parties.

2. Definitions

- 2.1 In these Room Hire Terms and Conditions and the Room Hire Order Form, unless the context indicates otherwise:

“Access Time” or Access Time(s) means the date(s) and time(s) specified as the access time(s) in the Order Form.

“Agreement” means the Room Hire Order Form, the Room Hire Terms and Conditions, and any documents expressly incorporated by reference within either of those.

“Ara” means Ara Institute of Canterbury, a Crown entity established pursuant to the Education and Training Act 2020 and whose New Zealand Business Number is 9429053303202.

“Cancellation Fee” means the premises hire fee specified in the Room Hire Order Form as calculated and determined by Ara.

“Commencement Date” means the date specified as the commencement date of the Agreement in the Order Form.

“Confidential Information” means any information that is identified as confidential or is not available to the public generally or that would otherwise reasonably be considered confidential but does not include information that is or becomes publicly available other than through a breach of the Agreement.

“End Date” means the date specified as the end date of the Agreement in Order Form.

“Equipment” means the property or items specified in Order Form as equipment that Ara make available, or any other property or items that Ara makes available, for use in connection with the Agreement.

“Fee” means the amounts payable by the Hirer that are specified in the Order Form or elsewhere by Ara (including the premise hire fee, the equipment facility charges (where applicable) and/or any other amount payable by the Hirer under the Agreement).

“Hirer” means the person or entity identified in the Order Form as the Hirer.

“Maximum Number of Persons” means the maximum number of persons specified in the Order Form.

“Permitted Use” means the use described as the permitted use in Order Form.

“Premises” means the relevant room(s) or area(s) described in the Order Form as the premises.

“Room Hire Order Form” or “Order Form” means a document issued by Ara and signed by Ara and the Hirer that sets out various details relating to the hire of the Premises (and which is typically entitled Room Hire Order Form), together with related matters.

“Room Hire Terms and Conditions” means these Room Hire Terms and Conditions, as amended, replaced or varied from time to time in accordance with the Agreement or otherwise by written agreement between Ara and the Hirer.

“Term” means the period from the Commencement Date to the End Date.

“Working Day” shall have the meaning provided in the Interpretation Act 1999.

3. Term of the Agreement

- 3.1 The Agreement will commence on the Commencement Date and will expire on the End Date, unless terminated earlier in accordance with the terms of the Agreement.

4. Licence to Occupy

- 4.1 Subject to the terms of the Agreement, Ara grants the Hirer, during the Term and only during the Access Time(s), a non-exclusive, revocable licence to enter, access and use the Premises for the Permitted Purpose. The Hirer acknowledges that the Agreement creates a licence only and does not create a lease, tenancy or confer any exclusive possession of the Premises or any other premises of Ara.
- 4.2 Subject to the terms of the Agreement, Ara will make the Premises available during the Access Time(s) in the condition in which Ara ordinarily maintains the Premises.

5. Access and Permitted Use

- 5.1 The Hirer must only use the Premises for the Permitted Use and only during the Access Time(s).
- 5.2 The Hirer must ensure that its invitees, attendees and any other persons it brings onto or permits to enter Ara’s premises, including children, are adequately supervised at all times.

- 5.3 The Hirer must ensure that, by the end of the applicable Access Time (on each particular date), the Hirer, its invitees, attendees, and any other person it brings onto or permits to enter Ara's premises have vacated the Premises.
- 5.4 The Hirer must not use, or allow the use of, the Premises (or any other premises or facility of Ara) for:
- (a) any political, protest-related, controversial, or unlawful activities;
 - (b) any purpose inconsistent with Ara's role as an education provider or Ara's values; and/or
 - (c) any activity that competes with, or is reasonably perceived to compete with, Ara's core teaching, training, or commercial education activities, unless expressly approved in writing by Ara.
- 5.5 The Hirer must ensure that the Hirer and its invitees, attendees and any other persons it brings onto or permits to enter Ara's premises does not exceed, in aggregate, the Maximum Number of Persons specified in Order Form without Ara's prior written consent.
- 5.6 The Hirer must not bring onto or store within Ara's premises, facilities, or property (or permit any other person to do so), anything that are offensive, noxious, illegal, or dangerous, or that may cause damage to any premises, property or otherwise pose a risk to the health or safety of any person.
- 5.7 Animals and pets are not permitted on any Ara premises, except where required for medical or disability assistance purposes.
- 5.8 Unless otherwise agreed in writing by Ara, no recording (including by film or still image) of any of Ara's premises may be made publicly available, including online, on social media or through any type of broadcast, or used in any way that suggests or implies Ara's endorsement, sponsorship or ongoing affiliation. The Hirer must not make any recording (including by film or still image) of any person on Ara's premises without their prior consent.
- 5.9 Ara may enter the Premises at any time including for safety, security, legal, compliance, or operational purposes.
- 5.10 Without limiting any other right of Ara, Ara may, at its sole discretion and at any time, refuse entry to, remove, or require the removal of, the Hirer or any of the Hirer's invitees, attendees or any other person brought onto or permitted to enter Ara's premises by or on behalf of the Hirer. The Hirer must immediately comply with and must ensure that all such persons immediately comply with, any direction given by Ara under this clause, including a direction to leave or not enter Ara's premises.

6. Parking

- 6.1 Vehicle parking at Ara's premises is not included as part of the Agreement unless that is expressly specified in an Order Form. Where vehicle parking is provided, it is subject to availability, relevant parking rules, any requirements specified by Ara and any other terms of the Agreement. The Hirer is responsible for ensuring that its invitees, attendees and any other persons it brings onto or permits to enter Ara's premises comply with all applicable parking requirements. Ara does not guarantee the availability of general parking and accepts no responsibility for parking availability, infringements, or damage to vehicles. For clarity, nothing in this clause limits Ara's obligations to provide accessible access and facilities where required by law.

7. Cleaning

- 7.1 Unless agreed otherwise in writing, at the end of each individual Access, the Hirer must leave the Premises, and any other area of Ara's premises accessed by the Hirer, its invitees, attendees, or any other person it brings onto or permits to enter Ara's premises, clean, tidy, and secure, including by removing all rubbish, waste, and debris, wiping down whiteboards and surfaces used, cleaning up any spills or mess caused during the Access Time, and leaving those areas in substantially the same condition as they were immediately before the Access Time, fair wear and tear excepted.

8. Toilet facilities

- 8.1 The Hirer must ensure that the Hirer, its invitees, attendees and any other person brought onto or permitted to enter Ara's premises by or on behalf of the Hirer in connection with this Agreement only use toilet facilities designated, as specified by Ara in writing and ensure that toilet facilities are used respectfully and left in a clean and hygienic condition.

9. Catering

- 9.1 Catering is not included as part of the Agreement unless specified in the Order Form.
- 9.2 Where catering is provided by Ara, this may include food, beverages, crockery, cutlery, and serving items as specified in the Order Form. The Hirer must not interfere with, remove, or use Ara-provided catering items other than in accordance with the agreed arrangements.
- 9.3 Where catering is not provided by Ara, the Hirer is responsible for ensuring that all catering activities, including food preparation, service, and consumption, are carried out safely, do not cause damage or nuisance, and comply with all applicable health, safety, hygiene and other legal requirements.

- 9.4 Food trucks and mobile catering vendors are not permitted on/to operate on Ara premises unless expressly authorised in the Order Form.
- 9.5 Use of the Hirer's own barbeque or cooking equipment may be permitted only with Ara's prior written approval and may incur additional cleaning, security, or other charges, as specified in the Agreement.
- 9.6 Ara may withdraw or restrict catering permissions where reasonably required for health and safety, compliance, or for other operational reasons.

10. Alcohol

- 10.1 Alcohol is not permitted on Ara premises unless expressly approved in writing and specified in the Order Form.
- 10.2 Where alcohol is permitted, the Hirer must ensure all applicable licensing requirements and any particular requirements of Ara relating to alcohol are complied with.

11. Signage and Alterations

- 11.1 No signage or displays may be installed on any of Ara's premises without prior written approval.
- 11.2 The Hirer must not make, or permit any person to make, any alteration or addition to the Premises or to any other property of Ara without its prior written consent.

12. Fees, Rates and Payment

- 12.1 The Hirer shall pay the Fee in accordance with the terms of this Agreement.
- 12.2 In addition to the charges for room or space hire, the Hirer must pay any additional charges that apply in connection with the Agreement, including those specified in the Order Form or arising from circumstances such as:
- (a) Cleaning.
 - (b) Security.
 - (c) After-hours access.
 - (d) Equipment/facilities charges.
 - (e) Failure to vacate the facilities as required by this Agreement, including any resulting security, after-hours, or operational costs.
 - (f) Laundry and linen.
 - (g) If a fire alarm activation is caused by the Hirer, its invitees, attendees, and any other person it brings onto or permits to enter Ara's premises, the Hirer may be charged, a Fire alarm charge of \$1,000 (excl GST) or such other amount specified in Order Form.

12.3 Unless specified otherwise by Ara:

- (a) Ara may issue invoices for any amount payable under the Agreement:
 - (i) monthly;
 - (ii) after the occurrence of any individual Access Time; and/or
 - (iii) before any Access Time, including where Ara reasonably anticipates incurring costs or liabilities (for example, by arranging catering) in connection with the Agreement before the Access Time occurs.
- (b) Any payment by the Hirer is due by the date specified in the invoice or, if no date is specified, by the 20th of the month following the date of the invoice.

12.4 All amounts specified in this Agreement are exclusive of GST unless expressly stated otherwise. The Hirer must pay any GST payable in addition to those amounts.

12.5 Ara may charge interest on any amount owing after the relevant due date at the rate of 2.5% per month or part month until payment of the amount owing is made in full.

12.6 The Hirer must make all payments due to Ara in full, without any deduction, withholding, set-off, counterclaim, or rebate.

12.7 All costs and expenses incurred by Ara in enforcing, or attempting to enforce, its rights or remedies under this Agreement shall be paid by the Hirer upon demand including, without limitation, legal costs on a solicitor and client basis, debt collection fees together with any other enforcement costs.

13. Cancellations

13.1 The Hirer may cancel the booking of Access Time(s) by providing written notice to Ara.

13.2 Where the Hirer cancels the booking of Access Time(s) by providing written notice to Ara, unless specified otherwise in an Order Form, the following will apply:

- (a) in relation to 'standard bookings' (where only one Access Time in relation to a single date is specified in the Order Form):
 - (i) where 7 or more days' written notice of cancellation is given by the Hirer prior to the Access Time: no Cancellation Fee is payable by the Hirer to Ara;
 - (ii) where between 3 and 6 days' written notice of cancellation is given by the Hirer prior to the Access Time: 50% of the Cancellation Fee is payable by the Hirer to Ara;

- (iii) where less than 3 days' written notice (or no written notice) of cancellation is given by the Hirer prior to the booking date, including failure to attend (a 'no-show'): 100% of the Cancellation Fee is payable by the Hirer to Ara.
 - (b) in relation to 'extended or recurring bookings' (including multi-day bookings, ongoing bookings or monthly recurring bookings where the Access Time(s) relate to multiple dates), the following will apply:
 - (i) where the Hirer gives at least 30 days' written notice of cancellation before the date of the relevant Access Time(s): no Cancellation Fee is payable by the Hirer to Ara in respect of the cancellation of the relevant Access Time(s);
 - (ii) where the Hirer gives 14 to 29 days' written notice of cancellation before the date of the relevant Access Time(s): 25% of the Cancellation Fee will be payable by the Hirer to Ara in relation to cancellation of the relevant Access Time(s);
 - (iii) where the Hirer gives 9 to 13 days' written notice of cancellation before the date of the relevant Access Time(s): 50% of the Cancellation Fee will be payable by the Hirer to Ara in relation to cancellation of the relevant Access Time(s);
 - (iv) where the Hirer gives less than 9 days' written notice (or no written notice) of cancellation before the date of the relevant Access Time(s), including where the Hirer fails to attend the relevant Access Time(s): 100% of the Cancellation Fee will be payable by the Hirer to Ara in respect of the relevant Access Time(s).
- 13.3 Notwithstanding any other term of the Agreement, where the Agreement is terminated or where the Hirer cancels the booking of any Access Time(s) and regardless of whether a Cancellation Fee is payable by the Hirer, the Hirer is liable for any third-party or non-recoverable costs that have been incurred (or will be incurred) by Ara in connection with the Agreement and/or the booking of any Access Time(s), including (but not limited to) equipment hire, catering, security, or staffing, as calculated and determined by Ara. Those third party or non-recoverable costs will be payable by the Hirer upon demand from Ara.
- 13.4 Notwithstanding clause 13.2(b), for recurring bookings, Ara may, at its absolute discretion, reduce any applicable Cancellation Fee to an amount reflecting its loss of revenue where Ara rehires the relevant Premises at the relevant time(s) and date(s).
- 13.5 Ara may, at its absolute discretion, permit a booking of Access Time(s) to be rescheduled where it considers sufficient notice is provided and alternative availability exists.

13.6 Ara may cancel bookings of any Access Time(s) (without any liability) where it considers that is required for teaching, health and safety, compliance, or operational reasons.

13.7 Notwithstanding any other provision of this Agreement, the Hirer's use of the Premises and any facilities, equipment, services, or other resources made available by Ara under this Agreement is at all times subject to Ara's priority use for teaching, learning, research, operational, or other institutional purposes. Ara may at any time withdraw, substitute, or reallocate any such facilities, equipment, services, or resources, and may relocate the Hirer to such comparable alternative space as Ara determines.

14. Use and Care of Ara's Property and Equipment

14.1 Subject to the terms of this Agreement, Ara will make the Equipment available for the Permitted Use during the relevant Access Time.

14.2 If, under this Agreement, the Hirer, its invitees, attendees, or any other person the Hirer brings onto or permits to enter Ara's premises is given access to, or otherwise uses, any property of Ara (including, without limitation, items, facilities, equipment (including ICT equipment), or other chattels), the Hirer must ensure that it and any such persons:

- (a) use the property only for the Permitted Use or as otherwise authorised in writing by Ara;
- (b) exercise reasonable care in using the property and comply with any reasonable directions or operating instructions given by Ara;
- (c) keep the property secure and in good condition;
- (d) do not damage, misuse, alter, remove, dispose of, lose, or permit the theft of the property, or allow it to be used by any unauthorised person;
- (e) immediately notify Ara of any loss, damage, defect, malfunction, or theft affecting the property;
- (f) attend any induction that Ara requires in relation to that property (which will take place during Ara's standard working hours unless Ara requires otherwise); and
- (g) return the property to Ara at the end of the applicable Access Time, or as otherwise required by Ara, in the same condition as when it was made available.

14.3 Where the Hirer, its invitees, attendees, or any other person the Hirer brings onto or permits to enter Ara's premises is given access to, or otherwise uses, any property of Ara (including, without limitation, facilities, equipment (including ICT equipment), or other chattels), the Hirer warrants that it and such persons have a reasonable level of

competency in the use of that property (including the ability to independently operate presentation systems and connect personal devices where applicable).

- 14.4 The Hirer is responsible for any cost associated with the repair or replacement of any property that is lost, damaged, destroyed, altered, misused, or not returned as a result of the Hirer's breach of this clause.

15. ICT and Technology Use

- 15.1 Unless specified otherwise in an Order Form, the Hirer is responsible for providing its own devices and equipment for use at the Premises, including (but not limited to) laptops and HDMI cables.
- 15.2 Where Ara-provided computers are made available for use under the Agreement, access may be limited to basic functionality and may restrict access to certain applications, websites, or services in accordance with Ara's ICT policies.
- 15.3 Limited ICT support may be available during standard working hours. However, the Hirer acknowledges that:
- (a) support may not be available, and Ara has no obligation to provide any such support unless expressly stated otherwise in an Order Form;
 - (b) any support provided is on an "as is" basis and at the sole risk of the recipient of that support. Ara accepts no liability for any loss, damage, interruption, or data loss arising from or in connection with the provision of such support; and
 - (c) Ara's teaching, learning, and student-related activities take priority over support provided to the Hirer.
- 15.4 ICT support outside of Ara's standard business hours will not be provided by Ara. Where after-hours support is required, the Hirer must arrange this independently with an Ara approved external provider, at the Hirer's cost.

16. General Obligations of Hirer

- 16.1 The Hirer must ensure that the Hirer, its invitees, attendees and any other person brought onto or permitted to enter Ara's premises by or on behalf of the Hirer:
- (a) do not access, use, interfere with, or attempt to access, use, or interfere with any part of Ara's premises, facilities, equipment, systems, or other property except to the extent expressly made available by Ara under this Agreement;
 - (b) comply with all reasonable directions, instructions, and procedures issued by Ara from time to time in connection with this Agreement, including those in relation to the Premises and any other property that has or may be accessed or that is made

available in connection with this Agreement;

- (c) Comply with all Ara policies provided or referenced, including (without limitation) [Health and Safety](#), [Smoke and Vape Free Ara](#), and [Drugs and Alcohol](#) policies;
- (d) Comply with all applicable laws, regulations, bylaws, codes or government requirements including (without limitation) those relating to noise, alcohol, health and safety, and event requirements; and
- (e) use the Premises responsibly and must not cause, or permit, any nuisance, unreasonable disturbance, disruption, or inconvenience to Ara or any other person.

17. Health and Safety

- 17.1 To the maximum extent permitted by law, the Hirer shall be responsible for meeting all obligations under the Health and Safety at Work Act 2015 in relation to the Hirer's use of the Premises.
- 17.2 The Hirer must ensure that all activities conducted on Ara premises comply with applicable health and safety, emergency evacuation, and building compliance requirements, and must comply with Ara's emergency and evacuation procedures and any lawful directions issued by Ara staff or emergency services.
- 17.3 Ara may require, depending on the nature of the booking:
 - (a) a health and safety induction; and/or
 - (b) a site-specific safety plan,and the Hirer shall comply with any such requirements.
- 17.4 The Hirer will, if requested, complete any required health and safety paperwork to the satisfaction of Ara, prior to using the Premises or any other property pursuant to this Agreement.
- 17.5 The Hirer must maintain and control a register of it and its invitees, attendees or any other person whom the Hirer brings onto, or permits to enter, use or access, any of Ara's premises, including for emergency evacuation purposes.

18. Confidentiality

- 18.1 The Hirer must, during the term of the Agreement and after its termination or expiry, keep confidential any Confidential Information obtained from, accessed from or made available by Ara in connection with this Agreement, use it only as necessary to perform its obligations and exercise its rights under this Agreement and not disclose it except:
 - (a) to its employees, contractors, professional advisers or insurers who need to know the Confidential Information and are bound by confidentiality obligations no less restrictive than those in this Agreement;

- (b) with Ara's prior written consent;
- (c) to its regulators or as required by law, a government authority, parliamentary convention, or a court of competent jurisdiction; or
- (d) as reasonably necessary to enforce rights or resolve a dispute in connection with this Agreement.

18.2 Upon Ara's request, the Hirer must promptly return or destroy all the Confidential Information referred at clause 18.1 in its possession or control, except that it may retain one copy to the extent reasonably necessary for legal, regulatory or insurance purposes, provided that any retained Confidential Information remains subject to this Agreement.

19. Risk and Insurance

19.1 The Hirer must comply with the terms of this Agreement. Any act or omission of an invitee, attendee or other person whom the Hirer brings onto, or permits to enter, use or access, any of Ara's premises or other property provided or made available in connection with this Agreement that would, if done or omitted by the Hirer, constitute a breach of this Agreement, constitutes a breach of this Agreement by the Hirer.

19.2 The Hirer is responsible for the security and safekeeping of all property brought onto Ara's premises by or on behalf of the Hirer, or by its invitees, attendees, or any other person the Hirer brings onto or permits to enter Ara's premises in connection with this Agreement. To the maximum extent permitted by law, Ara is not liable for any loss of, theft of, or damage to that property, however caused.

19.3 Ara makes no warranty or representation that the Premises and/or Equipment are fit for any particular use, and the Hirer acknowledges and agrees that it has entered into this Agreement completely in reliance on its own skill and judgment. The Hirer agrees that its use of the Premises and/or Equipment is at its own risk, and releases Ara from any claim for any loss or damage the Hirer may suffer or incur (except to the extent that is prohibited by law).

19.4 The Hirer must not do or permit anyone else to do anything which may void or materially affect any policies of insurance held by Ara or any other person.

19.5 The Hirer indemnifies and must keep Ara indemnified upon demand against all loss, damage, liability, costs (including the cost of management time and the time of its other staff) and expenses (including legal costs on a solicitor and client basis), claims, demands and proceedings suffered or incurred by Ara arising out of or in connection with (a) any loss of or damage to the Premises, any other part of Ara's premises, or any property, to the extent caused by any act or omission of the Hirer or its invitees, attendees, or any other person brought onto or permitted to enter Ara's premises by the Hirer; or (b) any

breach of this Agreement by the Hirer.

- 19.6 Notwithstanding any other provision of this Agreement, Ara may monitor, observe or supervise the use of the Premises (and any other premises of Ara) at any time. Any such monitoring, observation or supervision is for Ara's purposes only and does not constitute approval of the Hirer's activities or relieve the Hirer of any obligation, responsibility or liability under the Agreement. The Hirer remains solely responsible for the safe conduct of all activities and compliance with this Agreement.

20. Termination

- 20.1 Either party may terminate the Agreement for convenience by giving the other party written notice of termination in accordance with the notice period specified in the applicable Order Form (if applicable).
- 20.2 Without prejudice to any other right, power or remedy, Ara may terminate this Agreement immediately by notice to the Hirer if:
- (a) the Hirer breaches this Agreement; or
 - (b) the Hirer becomes bankrupt (if an individual), becomes insolvent, enters into any arrangement with its creditors, or has a receiver, administrator, liquidator or other insolvency administrator appointed in respect of the Hirer or any of its assets.

21. Notices

- 21.1 Except as specified otherwise in the Agreement, notices may be given to the parties at the email addresses for notices specified in the Order Form (or such other email addresses notified from time to time).
- 21.2 Any notice shall be deemed to be duly given or made in the case of a communication by email on the first Working Day following transmission, when transmitted with no indication of error or incomplete transmission to the recipient's last notified email address.

22. Dispute Resolution

- 22.1 If a dispute arises out of or in connection with this Agreement, the parties must use reasonable endeavours to resolve the dispute through discussions. If the dispute is not resolved within ten (10) Working Days after written notice of the dispute is given by a party, the parties may agree to refer the dispute to an alternative dispute resolution process or any party may commence proceedings in a court of competent jurisdiction. Nothing in this clause prevents either party from seeking urgent interlocutory or injunctive relief from a court of competent jurisdiction.

23. Changes to Room Hire Terms and Conditions

- 23.1 Ara may update (including to amend, replace or vary) these Room Hire Terms and Conditions at any time by giving the Hirer at least 45 calendar days' notice.
- 23.2 Ara may give notice under clause 23.1 by publishing the updated Room Hire Terms and Conditions on the website located at [Venue & Facility Hire - Ara](#) or such other location notified by Ara to the Hirer from time to time ("Website"). The updated Room Hire Terms and Conditions are taken to have been notified to the Hirer on the date they are first published on the Website.
- 23.3 The Hirer agrees that it is the Hirer's responsibility to monitor the Website for any changes or proposed changes to the Room Hire Terms and Conditions.
- 23.4 Subject to clause 23.5, the updated Room Hire Terms and Conditions take effect on the expiry of the 45-day notice period referred at clause 23.1 and, from that date, form part of the Agreement.
- 23.5 If the Hirer does not agree to the updated Room Hire Terms and Conditions, the Hirer may terminate the Agreement by giving Ara at least 30 days' written notice at any time before the amended Room Hire Terms and Conditions take effect. In that event, the Agreement will terminate on the expiry of the Hirer's notice.
- 23.6 If the Hirer does not terminate this Agreement in accordance with clause 23.5, the Hirer is deemed to have accepted the updated Room Hire Terms and Conditions, which will bind the parties from the date they take effect.

24. General

- 24.1 In this Agreement, unless the context requires otherwise:
- (i) the singular includes the plural and the plural includes the singular;
 - (ii) a reference to a statute or other law includes all amendments, consolidations, replacements and subordinate legislation made under it;
 - (iii) headings are for convenience only and do not affect the interpretation of the Agreement;
 - (iv) including, includes and include are to be construed without limitation; and
 - (v) an obligation not to do something includes an obligation not to permit or allow that thing to be done.
- 24.2 Any provision of the Agreement which by its nature would reasonably be considered as being intended to survive termination or expiry (including clauses 1, 2, 12, 16, 18, 19, 21, 22, 23 and 24 of these Room Hire Terms and Conditions, together with relevant components of the Order Form and including applicable Additional Terms and Conditions incorporated into the Order Form) will continue in full force and effect after termination or expiry of the Agreement.
- 24.3 The Hirer must not assign, transfer, subcontract, novate, or otherwise deal with any of its rights or obligations under the Agreement without Ara's prior written consent, which may

be withheld in Ara's sole discretion.

- 24.4 No delay or failure by a party to exercise any right or remedy under the Agreement constitutes a waiver of that right or remedy. Any waiver of a provision of the Agreement is effective only if it is in writing and signed by the party granting the waiver and does not operate as a waiver of any subsequent breach.
- 24.5 Nothing in the Agreement creates a relationship of agency, partnership, joint venture, employment or fiduciary duty between the parties. Neither party has authority to bind or act on behalf of the other.
- 24.6 Where there is any conflict or inconsistency between the provisions of the Agreement, the provision that imposes the more onerous obligation on the Hirer or affords the greater right or protection to Ara will prevail to the extent of the conflict or inconsistency.
- 24.7 If any provision of the Agreement, or part of a provision, is illegal, invalid or unenforceable, it will be read down or, if necessary, severed to the minimum extent required to make it legal, valid and enforceable. The remainder of the Agreement will continue in full force and effect.
- 24.8 The Agreement contains the entire agreement between the parties in relation to its subject matter and replaces all prior agreements, understandings and arrangements relating to that subject matter.
- 24.9 The Agreement may be executed in any number of counterparts, including by electronic signature. Each counterpart is deemed an original and together they constitute one and the same agreement. The parties agree that the Agreement may be executed by electronic signature and that each party consents to the use of electronic signatures for the purposes of Part 4 of the Contract and Commercial Law Act 2017.
- 24.10 The Agreement is governed by the laws of New Zealand.