ROTORUA LAKES COUNCIL
Te Kaunihera o ngā Roto o Rotorua

Venue and Facility Booking Terms and Conditions

These Core Booking Terms and Conditions apply to all bookable venues and should be accepted by every hirer/customer alongside the relevant venue addendum.

1. Acceptance and application

By submitting or confirming a booking, the hirer agrees to these Core Booking Terms and any venue-specific addendum or other agreements that applies to the venue, facility or activity booked.

In these Terms and Conditions, "the hirer" means the person or organisation that submits or confirms the booking and, where the booking is made on behalf of an organisation, includes that organisation. Where a venue addendum refers to a "vendor", "stallholder", "seasonal user" or "event organiser", that term refers to the hirer for that booking.

The hirer accepts these Terms and Conditions by ticking the acceptance box, clicking "confirm booking" or otherwise completing the booking steps required by the booking platform. These Terms and Conditions are available to the hirer before that step is completed.

A booking gives the hirer a personal licence to use the venue or facility for the approved activity and does not create a lease, tenancy or other interest in the venue.

A booking request, enquiry, quotation, pencil booking, reservation hold or system-generated acknowledgement does not guarantee venue availability or approval unless Council confirms the booking in writing and all required payments, documentation and conditions have been satisfied. Hirers should not advertise, sell tickets, enter supplier commitments or rely on the booking as confirmed until Council has issued confirmation under the applicable booking process.

If there is any inconsistency between these Core Booking Terms and a venue addendum, proposal, quotation or signed hire agreement for a booking, the venue addendum, proposal, quotation or signed hire agreement applies to that booking only to the extent of the inconsistency. The Core Booking Terms continue to apply to all other matters.

2. Booking responsibility and permitted use

The hirer must be 18 years of age or older and, where booking on behalf of an organisation, must be authorised to bind that organisation to these Terms and Conditions. The hirer must ensure that the booking details, intended use, dates, times, expected attendance and contact details are accurate.

Document Set ID: 23253242
Version: 1, Version Date: 09/10/2026

Council may rely on the details, representations and authority provided as part of the booking without independently verifying them.

If any information provided as part of the booking is inaccurate, incomplete or misleading, Council may treat the booking as not validly made, withdraw any applicable pricing or concession, and take any action available under section 14 (Council rights and enforcement).

The hirer is responsible for the conduct of all attendees, contractors, suppliers and invitees during the hire period.

The venue may only be used for the activity described in the booking or approved application.

Where Council has reasonable concerns about the hirer's account, representative authority or booking details, Council may request further information before confirming, changing or cancelling a booking.

3. Payments, deposits and confirmation

Fees and charges must be paid by the due date stated in the booking, invoice, proposal or hire agreement.

- For standard Bookable bookings that are automatically confirmed, payment is required at the time of booking unless Council has approved another payment method or account arrangement.
- For standard Bookable bookings that require manual confirmation, payment is due no later than five business days before the booking date unless Council has approved another payment timeframe in writing.
- Regular market stallholders may be invoiced monthly in advance where this arrangement has been approved by Council. Casual or new market stallholders must pay at the time of confirmation unless Council approves another arrangement.
- Stadium, major event, tournament, commercial and other non-standard bookings may require a proposal, cost estimate, deposit, staged payment, post-event invoice, signed agreement or other payment arrangement before the booking is confirmed. For major-event bookings, unless another arrangement is approved in writing, a venue-hire deposit of 50% is payable four months before the event and the remaining 50% is payable five business days before the booking date. Variable or third-party costs that cannot be confirmed in advance may be charged after the event.
- The Payment Processing Fee (“PPF”) is charged at 2% of the total price and is non-refundable.

Council may require a deposit, bond, confirmation payment or signed agreement before a booking is confirmed.

All published prices are inclusive of GST unless stated otherwise.

Where a post-event invoice remains unpaid after the due date, Council may apply the overdue-payment charge of 15% stated in the booking, invoice, proposal or hire agreement, recover reasonable costs, cancel or suspend future bookings, and agree a payment plan where Council considers this appropriate. For stadium and major event post-event invoices, the approved overdue-payment charge is 15% per month unless Council approves another arrangement in writing.

Document Set ID: 23253242
Version: 1, Version Date: 09/10/2026

4. Hirer-initiated cancellations, refunds and booking changes

The hirer must notify Council as soon as possible if they wish to cancel or change a booking.

- For standard Bookable bookings, the following cancellation and refund rules apply unless a venue addendum, proposal, hire agreement or approved account arrangement states otherwise:
- If the hirer cancels more than five business days before the booking date, Council will provide a full refund or credit.
- If the hirer cancels between five and three business days before the booking date, Council will provide a 50% refund or credit.
- If the hirer cancels within three business days of the booking date, the booking is non-refundable and no credit will be provided.

Venue-specific exceptions apply to seasonal sports allocations, night markets, stadium and major events and any booking managed under a separate agreement.

For major-event bookings, cancellation refunds apply to the venue-hire deposit only unless the booking, proposal or hire agreement states otherwise. If the hirer cancels more than three months before the event, Council will refund the first deposit less any actual costs already incurred. If the hirer cancels between three and two months before the event, Council will refund 50% of the first deposit less any actual costs already incurred. If the hirer cancels within two months of the event, the deposit is non-refundable. Any actual third-party, contractor, staffing, security, cleaning, waste, equipment, reinstatement or other costs already incurred or committed by Council may be charged to the hirer regardless of when the cancellation occurs. Council may approve an exception in writing for weather, emergency, health and safety, or other circumstances Council considers reasonable.

5. Council-initiated cancellations, venue closures, weather and maintenance

If a booking or event is affected by circumstances outside the reasonable control of Council or the hirer (a force majeure event), including severe weather, emergency, civil defence event, natural disaster, pandemic restriction, venue closure, utility failure, public safety direction, or other comparable event, Council may cancel, postpone, relocate, restrict or vary the booking.

Where Council postpones, relocates or restricts a booking, Council will determine the appropriate refund, credit, transfer or alternative arrangement based on the booking type, venue requirements and the extent to which the booking is affected.

Council-initiated cancellations or venue closures are separate from hirer cancellations. Hirer cancellation rules apply where the hirer chooses to cancel or change the booking, unless Council approves an exception.

For seasonal sports allocations, the Seasonal Field User Agreement or approved seasonal arrangement applies unless Council agrees another arrangement in writing.

Neither party is liable to the other for any failure or delay caused by a force majeure event, except for Council's obligation to deal with refunds, credits or alternative arrangements as set out in this section.

6. Health, safety and emergency management

The hirer must comply with all health and safety requirements and must not create or allow unsafe conditions.

Document Set ID: 23253242
Version: 1, Version Date: 09/10/2026

The hirer must familiarise themselves with emergency and evacuation procedures and ensure attendees follow them including any staff instructions.

The hirer must consider accessibility, inclusion and reasonable access needs for attendees, contractors, suppliers and participants, including venue layout, safe entry and exit, accessible facilities, emergency arrangements and clear communication of any known limitations. The hirer must notify Council as early as reasonably practicable where accessibility requirements may affect the venue setup, capacity, safety arrangements or suitability of the booking.

Where Council requires event documentation, licences, permits, insurance certificates, plans, approvals or other supporting information, the hirer must provide complete and accurate documents by the due date stated by Council. Council may refuse to confirm the booking, suspend approval, cancel the booking, restrict activities or require additional conditions if required documents are not provided on time or are not acceptable to Council.

7. Licences, permits and legal compliance

The hirer must obtain and comply with all permits, consents, approvals and licences required for the activity at the Council's venue.

Permit, consent, licence and approval requirements apply whether they are identified during the booking process, requested by Council after review, or required by law, policy or venue conditions.

The hirer must comply with all applicable legislation, regulations, bylaws, Council policies, reserve management plans, alcohol requirements, food safety requirements, traffic management requirements, health and safety obligations, fire and emergency requirements, environmental requirements and any other lawful direction or condition that applies to the booking, venue or activity.

8. Insurance, liability and indemnity

The hirer is responsible for loss, damage, injury, claims, costs or expenses arising from their booking, except to the extent caused by Council negligence.

Council may require evidence of public liability insurance for commercial, major event, sporting, market, high-risk or higher-attendance bookings.

To the extent permitted by law, Council is not liable for indirect, consequential or economic loss arising from cancellation, postponement, relocation, venue closure, restricted access, system unavailability, booking changes, theft, fire, any other reasons outside of Council's control and any failure by the hirer to obtain required approvals, permits, licences, insurance or event documentation. This does not limit Council's liability where liability cannot lawfully be excluded. To the extent permitted by law, Council's total liability to the hirer for any claim arising from or connected with a booking is limited to the amount the hirer paid Council for that booking.

Where the hirer is acquiring venue services in trade (rather than for personal, domestic or household use), the parties agree that sections 9, 12A and 13 of the Fair Trading Act 1986 and the Consumer Guarantees Act 1993 do not apply to the booking, to the extent the law allows this.

Insurance requirements may vary depending on the venue, activity, attendance level, risk profile, commercial nature of the booking and location-specific requirements. Council may specify the required insurance amount in the booking, proposal, venue addendum, event agreement or location-specific schedule.

Document Set ID: 23253242
Version: 1, Version Date: 09/10/2026

Where an insurance amount has not been specified, Council may require the hirer to obtain public liability insurance at a level Council considers appropriate for the booking before the booking proceeds.

9. Damage, cleaning, rubbish, reinstatement and other charges

The hirer must leave the venue in the same condition as at the start of hire, reasonable wear excepted.

The hirer is responsible for any damage, extra cleaning, rubbish removal, lost access cards or keys, contractor costs, security call-outs, overtime, reinstatement, replacement or other costs arising from the booking or event.

Council may deduct these costs from any bond or recover them directly from the hirer. Council may invoice the hirer after the booking or event for any additional, variable, third-party or actual costs incurred by Council in connection with the booking or event, including costs that were not known or could not reasonably be confirmed before the booking proceeded.

10. Access, keys and security

The hirer must only access the venue during the approved hire period, including setup and pack-down time.

Access cards, keys or access packs must be collected, used and returned as directed by Council.

Where a booking requires keys or an access pack, Council may require a $50 key bond, payable by credit or debit card only. Access-only key arrangements may be managed through a separate process where required.

Council may charge for lost keys, lost access cards, replacement access packs, security call-outs, unauthorised after-hours access, or failure to return access items as directed.

For some bookings, Council may require the hirer to provide security, crowd management, access control or duty manager support at the hirer's cost. This requirement may be based on the venue, activity, attendance, alcohol use, after-hours access, risk profile or event type, and may be stated in the booking, quotation, proposal, event agreement or venue addendum.

11. Conduct, nuisance and prohibited activities

The hirer must ensure the activity is lawful, safe and not objectionable, offensive, disruptive or likely to create a nuisance.

Noise, lighting, vehicles, animals, temporary structures, food, alcohol, smoke, naked flames and hazardous substances are subject to Council rules, venue rules and any applicable permits.

The hirer is responsible for ensuring that all attendees, contractors, suppliers and volunteers behave in a safe, respectful and lawful manner while using Council facilities.

The hirer must not:

- Damage, misuse or interfere with Council property, equipment or venue infrastructure.
- Behave in a way that is unsafe, threatening, abusive, discriminatory, disruptive or likely to cause nuisance to other venue users, neighbouring properties or members of the public.

Document Set ID: 23253242
Version: 1, Version Date: 09/10/2026

- Use the venue for any unlawful purpose or any purpose other than that approved as part of the booking.
- Allow excessive noise, unsafe activities, unauthorised vehicles, hazardous substances or other activities that may place people, property or the environment at risk.
- Ignore directions provided by Council staff, venue custodians, emergency services or authorised contractors.

The hirer must take reasonable steps to ensure the venue is used respectfully and left in a clean and tidy condition at the end of the booking.

Council reserves the right to suspend, end or refuse future bookings where these requirements are not met.

12. Privacy and communications

Information collected through Bookable will be used to assess, administer and manage bookings, communicate with customers, process payments, manage operational requirements, respond to incidents, support compliance and enforcement, and meet Council's legal obligations.

Council will manage personal information in accordance with the Privacy Act 2020 and Council's privacy obligations. Information may be used across Council venues and services where relevant to booking management, safety, compliance, debt recovery, incident management or decisions about future bookings.

Booking records, attachments, customer communications and incident information may be retained in relevant Council systems in accordance with Council recordkeeping requirements.

13. Complaints, investigations and interim action

A complaint concerning a booking, venue, activity, hirer, vendor, attendee, contractor or supplier must be submitted to Council through the contact method or online form specified by Council and should include sufficient details and supporting information to enable the matter to be assessed. Council may also investigate concerns identified through incidents, inspections, audits, staff observations or information received from another person.

The hirer must cooperate reasonably with any Council investigation, provide requested information or documents within the timeframe specified, preserve relevant records, and ensure that its staff, contractors, suppliers and representatives cooperate where required.

While a complaint or concern is being assessed, Council may take proportionate interim action where reasonably necessary to protect health and safety, maintain legal or regulatory compliance, prevent disruption, protect Council property or support the safe and effective operation of a venue or activity. Interim action may include imposing conditions, restricting an activity, relocating a booking or stall, requiring specified corrective action, suspending access or participation, or temporarily suspending a booking. Interim action is not a final determination.

Council will assess the available information, keep an appropriate record of the complaint, investigation, material evidence, interim action and decision, and communicate the outcome to the hirer to the extent reasonably appropriate and permitted by privacy, confidentiality and legal obligations. Council may request corrective action and specify a timeframe for completion.

Document Set ID: 23253242
Version: 1, Version Date: 09/10/2026

Where a complaint is substantiated, or the investigation identifies a serious or repeated breach, unsafe conduct, non-payment, failure to cooperate or other non-compliance, Council may exercise its rights under section 14 (Council rights and enforcement), including imposing conditions, refusing, suspending or cancelling a current or future booking, and recovering applicable costs. Nothing in this clause limits Council's right to take immediate action in an emergency or where required by law.

14. Council rights and enforcement

Where Bookable automatically accepts payment or issues a system acknowledgement, Council may still review the booking for compliance, safety, venue suitability, operational requirements and required documentation. Council may impose additional conditions, require manual review, change the booking status, relocate the booking, or cancel and refund the booking where the activity is not suitable, not permitted, unsafe, inconsistent with venue requirements, or missing required approvals.

Council may recover reasonable costs arising from breach, damage, non-payment or debt recovery and may refuse, suspend, cancel or impose conditions on current or future bookings where the hirer has failed to comply with these Terms and Conditions, venue requirements, payment obligations or lawful Council directions.

15. General terms

These Core Booking Terms, together with the applicable venue addendum and any proposal, quotation or signed agreement for the booking, are the entire agreement between the hirer and Council for that booking and replace any earlier discussions, representations or agreements about it.

If any part of these Terms and Conditions is found to be invalid or unenforceable, the rest will continue to apply.

Council may update these Terms and Conditions from time to time. The terms that applied at the time of booking will apply to that booking, unless Council is required to change them for legal, safety or regulatory reasons.

If Council does not act on a breach of these Terms and Conditions, that does not mean Council gives up the right to act on it later or on a future breach.

A hirer may not transfer or assign their booking to another person without Council's written approval.

Document Set ID: 23253242
Version: 1, Version Date: 09/10/2026