

CONDITIONS OF LICENCE

1 AGREEMENT

These conditions apply to all licences granted by Tui Ridge Park for the hire and use of the premises and facilities known as Tui Ridge Park, owned and operated by the North New Zealand Conference of the Seventh-day Adventist Church.

The Licensee accepts and undertakes to comply with all the following conditions of hire and use. The Licensee further undertakes that all persons using the Park under its supervision, control or authority, whether as day users or otherwise, will be made aware of and comply with all these conditions.

2 BOOKING PROCEDURE

All applications for Licence to occupy and use the Park must be sent to the Park on the forms provided, with a deposit in accordance with the Current Tariffs at the time of application.

The Park Administration reserves the right to decline any application for a Licence.

In the event that bookings are less than 70 persons Tui Ridge Park reserves the right to accept additional bookings. Additional bookings will be made with the age, culture and needs of the original clients in mind.

Tui Ridge Park must be advised of any Licensee cancellations. The following cancellation fees will apply:

- a) Cancellation received more than 2 months prior to commencement date of booking .your deposit will be refunded less a fee of 25%.
- b) Cancellation received less than 2 months prior to commencement date of booking .your full deposit will be forfeited.
- c) Cancellation received 2 weeks or less prior to the commencement of your booking .your full deposit will be forfeited and you will be charged for 50% of your total booking.

In the event of a natural disaster, destruction of the facilities by fire, or other mitigating circumstances, the Park Administration reserves the right to cancel any Licence granted at any time prior to occupation of the Park by the Licensee. In this event the Park undertakes to return in full the deposit paid by the Licensee. The Park accepts no liability whatsoever for any loss suffered by the Licensee as a result of any cancellation.

In all of the above, the Park Administration has sole discretion in the making of any decision.

3 FEES PAYABLE

The Licensee undertakes to pay the Licence fee specified in the Current Tariffs at the date of application.

The Licensee undertakes to pay the Licence fee before departure from the Park, unless prior arrangements are made.

The deposit paid by the Licensee shall be credited to the total amount payable on departure.

The Park Administration reserves the right to impose additional charges upon the Licensee in respect of repair or replacement of items or property damaged or lost by the Licensee during its period of occupancy, or for special charges in accordance with the Current Fees or for late departure.

4 MEDICAL RESPONSIBILITIES

It is the responsibility of the Licensee to give the appropriate medication and care, to persons within their group with medical conditions. The Licensee is required to have competent First Aid personnel onsite and supply a First Aid Kit.

Tui Ridge Park does have a comprehensive First Aid Kit in case of emergencies.

Tui Ridge Park will not issue medication Eg painkillers to guests under 18 years of age, unless the group leader, child's parent/caregiver or first aid officer is present and gives consent.

Prior to coming to camp, it is the responsibility of the Licensee to actively encourage any sick persons or recently sick persons to stay isolated at home. In the event that a camper does become ill during their stay, Tui Ridge Park does have an Infectious Disease policy that must be followed.

5 EXTENT OF LICENCE

The Licence granted to the Licensee entitles it to the occupation and use of the buildings, grounds and facilities as specified on the Licence. Other buildings, dwellings and facilities are excluded at all times to the Licensee.

The Licence permits only those persons or groups specified in the application form to use and occupy the Park.

The Licensee undertakes to vacate the Park by the date and time specified in the Licence. Should the Licensee not vacate in accordance with the Licence the Park Administration reserves the right to impose an additional daily fee or proportion thereof

The Licensee undertakes to follow all the instructions of the Park Administration with regard to the occupation and use of the Park.

6 CONDUCT OF LICENSEE

The Licensee undertakes that they and all persons under their control, supervision or authority will conduct themselves in an orderly and responsible manner and in accordance with all statutory requirements.

The Licensee undertakes that all children at the Park will be properly supervised by their parents or guardians at all times. The

Licensee undertakes that all Park buildings and facilities will be kept clean and tidy through the period of occupation.

The Licensee undertakes that the following activities will be prohibited throughout the period of occupation:

- a) Smoking in or near buildings
- b) Gambling
- c) Possession or consumption of alcohol
- d) Possession or use of illegal drugs
- e) Chewing gum

The Licensee undertakes that no animals or firearms will be taken into the park.

The Licensee undertakes that no fires will be lit unless specific permission is obtained from the Park Administration. During any times of high risk, a total fire ban may apply.

The Licensee undertakes that any damage caused by it or by persons under its control, supervision or authority will be reported immediately to the Park administration. For any damage caused to the property or equipment of Tui Ridge Park that is considered as wilful or negligent will be charged to the Licensee.

No flora or fauna samples are to be taken from the park at any time.

Vehicles are to be parked in the specified areas. Vehicles must remain on the formed roads at all times.

7 TERMINATION

If any of the conditions contained in Section 5 of these conditions are not complied with, the Park Administration, reserves the right to terminate the Licence without prior notice and to require immediate vacation of the Park.

8 DEPARTURE

The Licensee undertakes that prior to vacating the Park it will ensure that all buildings, equipment and facilities are left clean and tidy and restored to the same standard it was on arrival.

9 INDEMNITY PROVISIONS

The Licensee indemnifies the Park against any and all liability whatsoever on the part of the Park arising from any act or omission by the Licensee or any person under its control, supervision or authority or in any way associated with the Licensee, whether within or without the Park premises.

The Licensee undertakes to reimburse the Park for all costs, fees, expenses or any other liabilities incurred by the Park arising out of any matter concerning the Licensee or the persons under its control, supervision or authority.

The Licensee acknowledges that while the Park will do everything it can to ensure a high standard of safety, equipment and instruction in the use of outdoor activities, the Licensee and it's members accept that there is an element of risk involved and will not hold the Park responsible for any accidents that may occur.