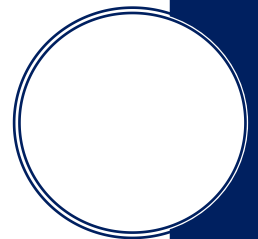




**Te Ngahere o Woodhill
Kake Hōiho**

**FACILITY HIRE
AGREEMENT**



FACILITY HIRE APPLICATION

| | | |
|--------------------------------|----------|-----------|
| Hirer Organisation if Group: | | |
| Name of representative: | | Position: |
| Individual: | | |
| Address: | | |
| Mobile: | PH Home: | PH Work: |
| Email: | | |
| Name of Second representative: | | Position: |
| Address: | | |
| Mobile: | PH Home: | PH Work: |
| Email: | | |
| | | |

| | |
|-----------------------------------|--------------|
| <i>Dates & Numbers</i> | |
| Start Date: | Finish Date: |
| Adults: | Children: |
| Special Conditions: | |

Payment method:

Direct Credit Cheque Eftpos

Please make cheques payable to: NMWOK Ngahere Ltd
 Bank Account: ANZ
 Account Name: NMWOK Ngahere Ltd
 Account Number: 01-0137-0093594-02
 Ref: Nursery & your name

BOOKINGS WILL ONLY BE ACCEPTED WITH A 50% DEPOSIT OF THE TOTAL AMOUNT



EMERGENCY PROCEDURES FOR ALL HIRERS

1. EVACUATION PROCEDURE

- a) IN CASE OF A FIRE - please familiarise yourself with the FIRE EXTINGUISHER
Once you have exited the building, telephone the FIRE SERVICE – Dial 111
- b) ASSEMBLE AT
Front Paddock - or if large full-forest fire Evacuate to State Highway 16
- c) WARDENS RESPONSIBILITIES - Hirer's Responsibility
 - To make sure the area is cleared of all people
 - To be able to account for all people attending your function
 - To advise the Fire Service on their arrival of the evacuation status

2. HAZARD IDENTIFICATION

Any hazards encountered during your hiring period relating to the facility and its structures are to be reported to the Kake Hōiho Administrator as soon as possible.

3. ACCIDENTS

Any accidents occurring during your group's hiring period are to be reported to the Kake Hōiho Administrator as soon as practicable.

- You will supply your own first aid kit
- For any serious accidents phone AMBULANCE – Dial 111 stay on the line and give directions and meet at the KAKE HŌIHO CARPARK Gate, after hours please ensure you meet Emergency Services at the Main Restall Road Gate



CONDITIONS OF HIRE

1. INTERPRETATION

In these conditions, unless otherwise specified:

- a) TNOWKH means Te Ngahere o Woodhill Kake Hōiho.
- b) 'Application form' means the completed and signed Facility Hire Application form.
- c) 'Deposit' means the sum payable in accordance with clause 3(c), or if no deposit is payable, the hiring charge.
- d) 'Facilities' means the TNOWKH Nursery campsite and cabin including fittings, equipment, services and grazing.
- e) 'Hirer' means the person or association referred to on the Facility Hire Application form and includes any invitee thereof.
- f) 'Hiring charge' means the sum payable in accordance with clause 3(b).
- g) 'Hiring period' means the period or periods specified on the application form.
- h) 'Hiring purpose' means the purpose specified on the application form.
- i) 'Kake Hōiho Kaitiaki' means authorised or designated officers of TNOWKH.
- j) 'Dangerous goods' means as defined by the NZ Code for the Transport of Dangerous Goods by Road or Rail and /or as defined by the Hazardous Substances and New Organisms Act 1996

2. AGREEMENT FOR HIRE

- a) Subject to the payment of the monies by the Hirer to TNOWKH as specified in these conditions, TNOWKH will hire the Facilities to the Hirer for the hiring purpose during the hiring period.
- b) These conditions and the application form are the entire agreement between the parties.
- c) This agreement is not binding on TNOWKH until the application form has been accepted by the Kake Hōiho Administrator and the deposit is paid.

3. HIRING CHARGES

a) Setting of Charge

- i) If the hiring charge is described in the confirmation letter as fixed, the amount is the hiring charge payable
- ii) If the hiring charge is described in the confirmation letter as indicative, the amount shown is the minimum hiring charge and may be varied by TNOWKH. The hiring charge payable will be the total of the minimum hiring charge and the additional amount.

b) Payment of Charge

The hiring charge is to be paid in full to TNOWKH at least 7 days before the start of the hiring period or such other period as required before the hiring period, or, if the application form is submitted later than 7 days before any hiring period, at the time of submission.

c) Deposit

The deposit of 50% is to be paid at least 14 days before the start of the hiring period and will be applied by the TNOWKH towards the hiring charge.

d) Bond

- i) Costs of \$500 Bond (if applicable) relate to cleaning and maintenance of equipment/fences etc. and are estimates based on information provided by the Hirer. If those costs are exceeded, the Hirer is liable to pay the amount of excess to the TNOWKH on demand.
- ii) The Hirer will pay when demanded the bond. The bond will be applied by TNOWKH on demand.
- iii) If the bond is less than the excess the Hirer will pay the difference on demand.
If the bond is more than the excess TNOWKH apply the balance to meet any liability of the Hirer under clause 8, but otherwise will refund it.



- e) If the Hirer does not pay the hiring charge, deposit or bond as soon as it becomes due the Hirer may be deemed to have cancelled the hiring under Condition 4 and shall be liable for any costs or losses incurred or revenue forgone as a result of the failure to comply with the condition.

TNOWKH will not be liable for any loss arising from such cancellations.

4. CANCELLATION BY HIRER

- a) The Hirer may cancel the hiring by giving the Kake Hōiho Administrator a notice in writing of their intention to cancel the hiring.
- b) If at least 14 days before the hiring period or such other period as may be required, the Hirer cancels the hiring TNOWKH will refund the deposit after deducting any expenses incurred by TNOWKH incidental to the hiring and the amount by which charges received by TNOWKH in respect of the Facilities during the hiring period is less than the hiring charge.
- c) If the Hirer cancels the hiring with less than the required notice before the hiring period TNOWKH may retain the deposit and the Hirer will be liable for any losses sustained by TNOWKH arising from the cancellation, whether direct or indirect and including loss of revenue arising from short notice.

5. CANCELLATION BY THE KAKE HŌIHO ADMINISTRATOR

- a) The Kake Hōiho Administrator may cancel the hiring if in the reasonable opinion:
 - i) The Facilities will be unfit for use during the hiring period.
 - ii) The Facilities may be unduly damaged by use for the hiring purpose.
 - iii) The Hirer has failed to comply with these Conditions of Hire or
 - iv) for any reason that deters from safe and suitable hire practices deemed by TNOWKH
- b) Where the Kake Hōiho Administrator cancels the hiring, the deposit will be repaid to the Hirer, except where cancellation is due to the Hirer's non-compliance with Condition 5 (a) (iii).
- c) TNOWKH will not be liable for any loss or damage arising out of cancellation of the hiring by the Kake Hōiho Administrator.

6. FITNESS FOR HIRING PURPOSES

The Hirer agrees that they have satisfied themselves that the Facilities are fit for the hiring purpose.

7. DAMAGE TO THE FACILITY

The Hirer agrees to pay TNOWKH on demand the cost of repairing or making good any damage to the Facility or the loss of any equipment arising out of or incidental to the hiring other than the damage caused by events which TNOWKH agrees are outside the control of the Hirer.

The Hirer agrees and acknowledges that the lighting of fires, smoking, the burning of incense and the use of smoke machines is strictly prohibited in the forest. The Hirer agrees that any unwanted fires resulting in fire service callout and charged out – will be paid in full by the Hirer.

8. EXCLUSION OF LIABILITY

To the fullest extent permitted by law, TNOWKH will not be liable for:

- a) Any loss or damaged caused directly or indirectly by any fault or failure of electricity supply or lighting.
- b) Any loss or injury to any person or their property as a result of accepting the Hirer's bookings no matter how it arises.

The parties agree that in the event that the hire of the Facilities constitutes a supply of services of a kind ordinarily acquired for personal use, the Hirer warrants that the hire of the Facilities is for Business Purposes (as defined by the Consumer Guarantees Act 1993) and that the Consumer Guarantees Act 1993 does not apply to this agreement.



9. INDEMNITY

The Hirer will indemnify and keep indemnified TNOWKH its employees, officers and agents against all actions, proceedings, claims and demands which may be brought or made against them by any person in respect of loss, damage or injury arising out of or in connection with, whether directly or indirectly, the hiring of the Facilities by the Hirer and against all costs, damages and expenses which may be incurred by TNOWKH or its officers, employees or agents in defending or settling those actions, proceedings, claims or demands PROVIDED HOWEVER THAT this indemnity shall not extend to a deliberate or willful act or omission of TNOWKH or its employees, officers and agents, TNOWKH's liability shall be subject and limited to the provisions of clause 9.

10. ADMISSION AND REMOVAL OF PERSON(S)

The Kake Hōiho Administrator may at any time, in his/her absolute discretion:

- a) Refuse admission of any person or persons to this Facility
- b) Direct any person or persons to leave this Facility, and
shall not be liable for any loss or damage resulting from such action

11. CLOSURE OF FACILITIES

- 1) If
 - a) A person who has been refused admission to the Facility enters it, or
 - b) A person who has been directed to leave the Facility fails to do so, the Kake Hōiho Administrator may close the Facilities.
- 2) If Kake Hōiho Administrator closes the Facilities in consequence of 1)a or 1)b
 - a) The Hirer will be deemed to have voluntarily abandoned the hiring
 - b) The hiring charge will not be refunded, and
 - c) TNOWKH will not be liable for any loss or damage sustained as a result of the closure.

The Kake Hōiho Administrator may at any time in his/her absolute discretion; close the Facilities for the purpose of ensuring the safety of those present.



HIRER'S OBLIGATIONS

1. THE HIRER WILL:

- a) *If required to do so by the Kake Hōiho Administrator, obtain a public risk insurance policy to the value specified by the Kake Hōiho Administrator in the joint names of the Hirer and TNOWKH or where the hirer holds an existing policy to a value acceptable to the Kake Hōiho Administrator (\$5 million public liability) instruct the underwriter to endorse such policy to note the interests of the TNOWKH and Woodhill Forest in respect to the hiring and will produce the policy or endorsement to the Kake Hōiho Administrator on demand.*
- b) *Pay such further charges as determined by Kake Hōiho Administrator on demand if the Facilities are used by the Hirer outside the hiring period.*
- c) *Obey any and all instructions given by the Kake Hōiho Administrator as to use of and access to and from the facilities.*
- d) *Supervise and control all performers, competitors and officials and restrict spectators to areas designated by Kake Hōiho Administrator for their use.*
- e) *Leave the Facilities and any changing rooms, toilets and showers in a reasonably clean and tidy condition and remove all horse manure to a boundary area.*
- f) *Permit the Kake Hōiho Administrator or any person authorized by him/her to enter the Facilities at any time without charge.*
- g) *Provide for a safety (fire and emergency) briefing for the number of persons deemed by the Kake Hōiho Administrator to be necessary prior to use of the Facilities.*
- h) *Provide at the Facilities during the hiring period those persons who attended the safety briefing, for the purpose of ensuring safety in an emergency.*
- i) *Remove all waste food and drink and all other rubbish items from the Facility.*

2. THE HIRER WILL NOT WITHOUT PRIOR APPROVAL IN WRITING FROM KAKE HŌIHO ADMINISTRATOR:

- a) *Use the Facilities for any purpose other than the hiring purpose.*
- b) *Allow any person not subject to the direction and control of the Hirer to use the Facilities.*
- c) *Hawk, sell, dispose of or supply anything whatsoever in the Facility or do so contrary to any condition imposed by the Kake Hōiho Administrator.*
- d) *Rehire the Facilities to any person.*
- e) *Use any other part of the Facility other than that specifically hired.*
- f) *Alter, move or remove any fixture, fitting or furnishing of the facilities.*
- g) *Conduct any game of chance, or mixed chance and skill, sweepstake or lottery in or adjacent to the Facility.*
- h) *Bring, or permit to be brought into the Facility any dangerous goods.*
- i) *Develop or distribute promotional material referring to TNOWKH or utilizing TNOWKH branding.*



DECLARATION

I _____ (Name of Hirer) on behalf of the above organization, HEREBY INDEMNIFY and covenant to keep TNOWKH owners and management, its officers, servants and agents indemnified against all actions, proceedings, claims and demands whatsoever which may be brought made or prosecuted against it, them or any of them by any person or persons in respect of loss, damages and expenses which may be incurred by TNOWKH its officers, servants and agents in defending or settling such actions, proceedings, claims or demands.

I am aware of the Health and Safety Policy of TNOWKH and have been fully inducted to the Facilities Health and Safety procedures including but not limited to Emergency Evacuation Procedures, Identified Hazards and Accident reporting procedures. In addition, I agree to provide the Occupational Health and Safety policy or statement of all contractors or sub-contractors that are required for the operations of any event during the hire period. I also understand that TNOWKH Management reserves the right to check the contractors and sub-contractors work at their discretion.

I declare that I am authorized by the organization/hirer to hire the Facilities of the purpose I have specified. I have read and understand the Conditions of Hire of Facilities and confirm that I accept them on behalf of the above organization/hirer.

Signature of Hirer _____ Date _____





Te Ngahere o Woodhill Kake Hōiho

NURSERY VISITOR(s) PASS

| Booking Name: | | | |
|---------------|-------------------|----------------------|--------------------|
| | NAME/Make & Model | Member/Vehicle Reg # | Hi-vis Vest Yes/No |
| Rider 1 | | | |
| Rider 2 | | | |
| Rider 3 | | | |
| Rider 4 | | | |
| Rider 5 | | | |
| Rider 6 | | | |
| Rider 7 | | | |
| Rider 8 | | | |
| Rider 9 | | | |
| Rider 10 | | | |
| Non-Rider 1 | | | N/A |
| Non-Rider 2 | | | N/A |
| Non-Rider 3 | | | N/A |
| Non-Rider 4 | | | N/A |
| Vehicle 1 | | | N/A |
| Vehicle 2 | | | N/A |
| Vehicle 3 | | | N/A |
| Vehicle 4 | | | N/A |
| Vehicle 5 | | | N/A |
| Vehicle 6 | | | N/A |
| Vehicle 7 | | | N/A |
| Vehicle 8 | | | N/A |

Continued next page





Te Ngahere o Woodhill Kake Hōiho

NURSERY VISITOR(s) PASS

| | | | |
|---------------|-------------------|----------------------|--------------------|
| Booking Name: | | | |
| | NAME/Make & Model | Member/Vehicle Reg # | Hi-vis Vest Yes/No |
| Rider 11 | | | |
| Rider 12 | | | |
| Rider 13 | | | |
| Rider 14 | | | |
| Non-Rider 5 | | | N/A |
| Non-Rider 6 | | | N/A |
| Non-Rider 7 | | | N/A |
| Non-Rider 8 | | | N/A |
| Vehicle 9 | | | N/A |
| Vehicle 10 | | | N/A |

EMERGENCY CONTACT DETAILS

In the event of an accident or an incident involving a rider or horse under my care in the forest I give you permission to contact on my behalf:

| | | | |
|-------------|--|--------------|--|
| Name | | Relationship | |
| Contact No. | | | |

PLEASE ENSURE THAT ALL RIDERS HAVE READ THE TERMS AND CONDITIONS ON THE NEXT PAGE. GROUP CO-ORDINATOR, PLEASE SIGN THIS DECLARATION

Iagree to all the terms and conditions set out on the following page.

Signature Dated

NURSERY RIDER(s) PASS

| | |
|------------|--------------|
| Name: | No. RIDER(s) |
| ISSUED BY: | |



Terms and Conditions for Riders

Riders not following the terms and conditions could have their memberships suspended or cancelled and/or be asked to leave the horse park

- **All riders must be registered (form completed, payment made) either as members or as casual riders.**
- **All riders must wear a riding helmet and a hi-vis vest when riding in the forest.**
- **All riders must carry on them a current ID card or receipt – you could be asked to leave the forest if you cannot show a current ID card or receipt upon request.**
- **All riders must wear a hi-vis vest when in the horse park/forest.**
- **Members must wear a hi-vis vest with the Kake Hōiho logo printed on it.**
- Casual riders are to borrow a hi-vis vest with our logo on it from the office, when possible.
- **Horse riding is only permitted on the marked horse park trails.**
- Riders are required to have a tag on their saddle or bridle with a contact name and number, in the event that the horse gets lost or separated from the rider.
- Riderless horses must be led by a mounted rider and be under control at all times.
- **You must notify us immediately of any missing or loose horses in the horse park.** Alert Kake Hōiho staff if they are present on site or call the office (09 420 9566 ext.1) during business hours. Outside business hours call First Security 0800 347 787 or forest security 027 535 5770.
- Vehicle access is only permitted to the car park within the licenced area.
- All vehicles and horse floats entering the car park must have a current WOF and registration.
- A Vehicle Parking Permit sticker must be clearly displayed on all member vehicles.
- A processed casual entry form must be displayed on the dashboard of all casual rider vehicles.
- **Horse park keys that have been allocated to members are for the use of the member they have been allocated to exclusively.** Members can bring paid and registered casual riders into the park with them, but they cannot give out their key for another rider to access the park independently of them.
- Registrations run to the 30th of September annually and all keys must be returned at the end of the membership period.
- **Riders 16 years or under are considered children and must be supervised by a registered adult rider.**
- Riders 16 years or under at the start of the membership year can be added to the registration of an adult rider, who will be responsible for them when they are in the park. No keys or memberships are issued to riders 16 or under.
- **No accompanying pedestrians or cyclists, riders only.**
- Te Ngahere o Woodhill is an operational production forest and has year-round harvesting and forestry activity. We endeavour to notify riders of forestry activities that will impact the use of the horse park. Please adhere to all warning signage. There is no access to areas that have been taped off.
- Logging trucks and other vehicles that use the forest roads have right of way – extra care is required when crossing forest roads.
- **You can cross forest roads, but you cannot ride along them.**
- At times, the park could be closed due to Covid-19 restrictions or events that may compromise the safety of riders and their horses. Access to trails outside the Kake Hōiho park (i.e. the trails south of Wightman Way) may be restricted when other activities are taking place within the forest (e.g. motocross events).
- Access could be restricted during high fire risk periods or when winds exceed 65 kph. We endeavour to notify riders of any changes to access, so please monitor



announcements on www.woodhillforest.co.nz and on our Facebook page Te Ngahere Kake Hōiho.

- **ALWAYS LOCK GATES BEHIND YOU – unlocked gates leave the forest open to unauthorised access.** Throughout the year parts of the forest are grazed. Please ensure that all grazing gates are kept closed to stop cattle wandering on the roads.
- Kake Hōiho members: You can use your keys to come in through the horse gates at Muriwai. You must lock the gates behind you. If you are with casual riders, they must be wearing a hi-vis vest and carrying a receipt to show that they have paid the casual rider fee. No entry through the horse gates before 6.30 am, or after 6 pm in winter and 8 pm in summer.
- **NO RIDING DURING THE HOURS OF DARKNESS.**
- No access to the dune areas north of the Muriwai Regional Park, beyond Old Telephone Track.
- Dogs are welcome in the forest with you, but they must always be under full control and tied up when they in the car park.
- **Smoking is prohibited when riding in the forest.**
- Registrations run to the 30th of September annually and **all keys must be returned at the end of the membership period.** Riders will need to re-register and purchase a new key to continue membership and access to the horse park.
- **LOST KEYS WILL INCUR A FEE OF \$100.**
- New keys will not be issued to returning members until either their old key is returned, or the lost key fee is paid.
- **HORSE GATE LOCKS ARE CHANGED ON THE 1ST OF OCTOBER EACH YEAR.**

Horse riding is a high-risk activity. When you ride in Te Ngahere o Woodhill you do so at your own risk, so stay alert to the hazards of the environment. If you identify a hazard, please report it immediately to the Kake Hōiho staff if they are present on site, call the office (09 420 9566 ext.1 from 9 am to 5 pm Monday to Friday) or email the details to kake@kaiparangahere.com. Please provide as much information as possible to allow for the prompt removal/management of the hazard. These terms and conditions are subject to change and amendment.

THERE ARE WILD ANIMALS IN THE FOREST THAT MAY SPOOK YOUR HORSE

In the event of an emergency dial 111.

Vehicles left in the forest after hours will either be towed at the owner's expense or incur the release fee charged by First Security:

0800 277 697



NURSERY HIRE PRICES

THERE IS A MINIMUM CHARGE FOR ALL BOOKINGS FOR THE NURSERY OF **\$125.00** PER STAY.

KAKE HŌIHO REGISTERED RIDERS

| | | | |
|----------------|-------|-------|----------------|
| Per night | \$25 | 12 pm | 10 am next day |
| Fri & Sat Rate | \$40 | | |
| Per week | \$205 | 12 pm | 10 am last day |

UNREGISTERED RIDERS (CR: Casual Rider)

| | | | |
|----------------|--------------------|-------|----------------|
| Per night | \$30 + \$20 CR fee | 12 pm | 10 am next day |
| | \$50 | | |
| Fri & Sat Rate | \$50+20 CR Fee | | |
| | \$70 | | |
| Per week | \$390 | 12 pm | 10 am last day |

PONY CLUBS OR GROUPS

| | | | |
|----------------|--------------------|-------|----------------|
| Per night | \$20 + \$10 CR Fee | 12 pm | 10 am next day |
| | \$30 | | |
| Fri & Sat Rate | \$40 + \$10 CR Fee | | |
| | \$50 | | |

+BUNK ROOM (4 Beds)

| | | | |
|-------------------|-------|-------|----------------|
| Per bed per night | \$10 | 12 pm | 10 am next day |
| Fri & Sat Rate | \$20 | | |
| Per week | \$240 | 12 pm | 10 am last day |

BOND (for individuals / groups not registered with TNOWKH): \$500

Please ensure you depart the Nursery area by 10 am. Vehicles can be moved to the Kake Hōiho carpark and users can continue to use the park until close of business day.





Te Ngahere o Woodhill
Kake Hōiho

KIA ORA

CAMPSITE USERS

Before you leave, please ensure that you:

1. Leave campsite and cabin clean and tidy
2. Lock all doors and windows
3. Remove all rubbish
4. Remove all horse manure from paddocks to under tree along outside perimeter
5. Turn power off at main switch (in the bunk room)
6. Shut all gates
7. Report any damage or problems
8. Return keys to office on Restall Rd, if the gate is locked ring one of our Administrator.

*We hope you enjoyed your stay
And can camp again soon*

Important Numbers

| | |
|---|---------------------|
| Emergencies | 111 |
| Ngā Maunga Whakahii o Kaipara Ngahere Woodhill Office | 09 420 9566 |
| Wikiriwhi Ratima (Kaiwhakahaere Ngahere/ Forest Manager) | 021 130 6722 |
| Toni Richards (Kake Hōiho Admin) | 022 619 7912 |
| Tania Richards (Forest Operations Manager) | 021 165 8705 |
| Malcolm Paterson (Tumuaki / Chief Executive) | 021 253 3930 |





**Te Ngāhere o Woodhill
Kake Hōiho**

Check out our website and Facebook Sites

www.woodhillforest.co.nz

Facebook

Te Ngāhere Kake Hōiho

E-Mail Address

kake@kaiparangahere.com

