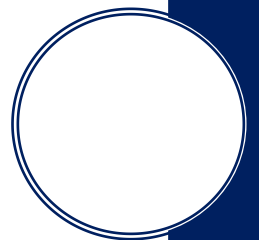




Te Ngahere o Woodhill Kake Hōiho

FACILITY HIRE AGREEMENT



FACILITY HIRE APPLICATION

Hirer Organisation if Group:		
Name of representative:		Position:
Individual:		
Address:		
Mobile:	PH Home:	PH Work:
Email:		
Name of the second representative:		Position:
Address:		
Mobile:	PH Home:	PH Work:
Email:		

Dates & Numbers	
Start Date:	Finish Date:
Adults:	Children:
Special Conditions:	

Payment method:

Direct Credit ☐ Eftpos ☐

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 will be reported to the Kake Hōiho Administrator as soon as possible.

3. ACCIDENTS

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

- You will supply your own first aid kit
- For severe accidents, phone AMBULANCE (111); stay on the line, 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.
- 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 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) A \$500 Bond (if applicable) relates to cleaning and maintenance of equipment/fences, etc., and is estimated based on information provided by the Hirer. If those costs are exceeded, the Hirer must pay the excess amount to the TNOWKH on demand.
 - ii) The Hirer will pay when demanded the bond. TNOWKH will apply the bond 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 will 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 written notice 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 from the cancellation of the hire by the Kake Hōiho Administrator.

6. FITNESS FOR HIRING PURPOSES

The Hirer agrees that they are satisfied 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 lighting fires, smoking, burning incense, and using smoke machines are strictly prohibited in the forest. The Hirer agrees that fire service callout charges resulting from unwanted fires – 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 the following:

- a) Any loss or damage 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 if 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 their 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 directed to leave the Facility fails to do so; the Kake Hōiho Administrator may close the Facilities.
- 2) If the 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 due to the closure.

The Kake Hōiho Administrator may close the Facilities at any time to ensure 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 further charges as determined by Kake Hōiho Administrator on demand if the Hirer uses the Facilities outside the hiring period.
- c) Obey any instructions the Kake Hōiho Administrator gives regarding the 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 the Kake Hōiho Administrator for their use.
- e) Leave the Facilities and any changing rooms, toilets, and showers reasonably clean and tidy, and remove all horse manure to a boundary area.
- f) Permit the Kake Hōiho Administrator or any person authorized by them to enter the Facilities at any time.
- g) Provide a safety (fire and emergency) briefing for all guests before using the Facilities.
- h) Provide at the Facilities during the hiring period for those who attended the safety briefing to ensure safety in an emergency.
- i) Remove all waste food, drink, and other rubbish items from the Facility.

2. THE HIRER WILL NOT, WITHOUT PRIOR APPROVAL IN WRITING FROM THE 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 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 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, 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 into the facility's 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 subcontractors required for any event during the hire period. I also understand that TNOWKH Management reserves the right to check the contractor's and subcontractor's work at their discretion.

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

Signature of Hirer _____ Date _____

NURSERY HIRE PRICES

THE MINIMUM CHARGE FOR ALL NURSERY BOOKINGS IS: \$145.00

PAY FOR FOUR CASUAL RIDES IN A BOOKING AND THE FIFTH IS FREE OF CHARGE

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

KAKE HŌIHO REGISTERED RIDERS

Per night Fri, Sat & Public Holiday Rate	\$35 \$50	From 12 pm first day	To 10 am last day
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UNREGISTERED RIDERS (CR: Casual Ride - \$30 per rider per day) *

Per night Fri, Sat & Public Holiday Rate	\$40 + CR fees \$55 + CR fees	From 12 pm first day	To 10 am last day
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PONY CLUBS & GROUPS OF 5 OR MORE (CR: Casual Ride - \$30 per rider per day) *

Per night Fri, Sat & Public Holiday Rate	\$30 + CR fees \$45 + CR fees	From 12 pm first day	To 10 am last day
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BUNK ROOM (4 Beds)

Per bed per night Fri, Sat & Public Holiday Rate	\$15 \$25	From 12 pm first day	To 10 am last day
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* Casual riders must register and pay for their ride(s) through the website, before the start of the Nursery booking:

<https://www.woodhillforest.co.nz/equestrian-access>

Once payment has been completed, please email proof of purchase to:

kake@kaiparahere.com

At the end of your Nursery stay, you can move your vehicle(s) to the Kake Hōiho carpark if you have registered to ride on the departure day.



**Te Ngahere o Woodhill
Kake Hōiho**



Te Ngahere o Woodhill Kake Hōiho

NURSERY VISITOR DETAILS

Booking Name:										
	Name	Phone #	Emergency Contact Phone #	Name of Emergency Contact	Member (Yes, or N/A)	Membership #	Nights Staying e.g. Fri, Sat, Sun	Casual Rides #	Bunk Bed # of nights	Vehicle Registration #
Rider 1										
Rider 2										
Rider 3										
Rider 4										
Rider 5										
Rider 6										
Rider 7										
Rider 8										
Rider 9										
Rider 10										
Rider 11										
Rider 12										

EMERGENCY CONTACT DETAILS

<i>In the event of an accident or an incident involving a rider or horse under my care in the forest, I permit you to contact on my behalf:</i>						
Name		Relationship				
Contact No.						

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

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

Signature Dated

Terms and Conditions for Riders

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

- All riders must be registered (form completed, payment made) as members or casual riders.
- All riders must wear a riding helmet and a hi-vis vest in the forest.
- Members must wear a hi-vis vest with the Kake Hōiho logo printed on it.
- All riders must carry 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.
- Casual riders can borrow a hi-vis vest from the office or wear their own.
- Riders must 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, with a connecting lead or rope, and be under control at all times.
- Please notify us immediately of any missing or loose horses or dogs 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 of business hours, call 021 128 4550 to reach the after-hours duty manager or leave a message on the office line. Your horse or dog will be located the next day. Riders are not permitted to search the forest outside the horse park, on foot or by vehicle, for lost horses/dogs. Do not post messages about lost horses/dogs via social media except to horse park members on the Kake Hōiho Facebook page. Non-staff / non-members trying to enter the park and search unfamiliar terrain for a lost horse or dog can exacerbate problems (e.g., people getting lost).
- Vehicle access is only permitted to the car park within the licensed area.
- All vehicles and horse floats entering the car park must have a current WOF and registration.
- All vehicles entering the car park must be registered to be there, either through membership or casual entry.
- A Vehicle Parking Permit sticker must be displayed on all member vehicles.
- A processed casual entry form must be displayed on the dashboard of all casual rider vehicles.
- Members cannot let other riders into Woodhill Forest unless they are current members with an ID card or casual riders who have paid the casual entry fee and have a current receipt.
- Horse park keys are for the use of the member that they have been allocated to. Members cannot give out their keys to other riders.
- Registrations run to the 30th of November annually; 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 period 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 pedestrians, accompanying pedestrians, dog walkers, or cyclists are permitted on the horse tracks or in the park. Horse riders only.
- Logging trucks and other vehicles that use the forest roads have the right of way – extra care is required when crossing forest roads.
- You can cross forest roads, but you cannot ride along them.
- Te Ngahere o Woodhill is an operational production forest with year-round harvesting and forestry activity. Please adhere to all warning signage. There is no access to areas that have been taped off.
- Horse riding is only permitted on the approved and marked horse trails.
- You can ride on the trails within the horse park boundary and the approved and marked trails south of the southern park border, Wightman Way.
- If you ride anywhere else in the forest, you are trespassing and could be prosecuted. You could also have your membership revoked.
- Access to the approved trails south of the southern park border (Wightman Way) may be restricted when other activities are scheduled in that area of the forest (e.g., motocross events).

- Access to the horse park and approved trails could be restricted during high-fire risk periods or when winds exceed 65 kph. At times, the park and approved trails could be closed due to events that could compromise the safety of riders and their horses. We endeavour to notify riders of any changes to access and any forestry activity that will impact the use of the park - please monitor announcements on www.woodhillforest.co.nz and our Facebook page Te Ngahere Kake Hōiho.
- **ALWAYS LOCK GATES BEHIND YOU** – unlocked gates open the forest to unauthorised access. Throughout the year, parts of the forest are grazed. Please keep all grazing gates closed to stop cattle from wandering on the roads.
- Members can use their key to enter through the horse gates at Muriwai (lock the gates behind you). **Members cannot let other riders into Woodhill Forest** unless they are current members with an ID card or casual riders who paid the casual entry fee and have a current receipt. There is no entry through the horse gates before 6.30 am or after 6 pm in winter or 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.
- Your dog is welcome in the forest with you if it is always under your complete control, able to keep up with you on your horse, and tied up when in the car park. **If your dog causes harm or distress to others, it could be stopped from entering the horse park.** *Incidents created by dogs could lead to banning all dogs from the park.*
- **Smoking is prohibited when riding in the forest.**
- Registrations run to the 30th of November annually, and **all keys must be returned at the end of the membership period.** Therefore, riders must 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 DECEMBER 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 9.30 am to 3.30 pm Monday to Friday) or email the details to kake@kaiparangahere.com. Please provide as much information as possible, including photos, 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.

NO RIDING ON FOREST LAND OUTSIDE THE HORSE PARK BOUNDARY
other than on the approved marked trails that are conditionally accessible south of the horse park.

IN THE EVENT OF AN EMERGENCY DIAL 111

If you require an immediate response from our company after hours, for an urgent matter that cannot wait until the next business day, phone 021 128 4550.

Vehicles left in the forest after hours will either be towed at the owner's expense or incur a release fee.



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 the trees along the perimeter
5. Turn the power off at the main switch (in the bunk room)
6. Shut all gates
7. Report any damage or problems
8. Return keys to the office on Restall Road

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

IMPORTANT NUMBERS

Emergencies	111
Office	09 420 9566
After-Hours Duty Manager	0211284550
Wikiriwhi Ratima (Kaiwhakahaere Ngahere/ Forest Manager)	021 130 6722
Toni Richards (Project Manager)	022 619 7912
Tania Richards (Forest Operations Manager)	021 165 8705
Malcolm Paterson (Tumuaki / Chief Executive)	021 253 3930



**Te Ngahere o Woodhill
Kake Hōiho**

Website

www.woodhillforest.co.nz

Facebook

Te Ngahere Kake Hōiho

E-Mail Address

kake@kaiparangahere.com