

Your booking is not confirmed until this Venue Hire Agreement is signed, and your deposit (if applicable) is paid. is paid. This offer of Venue Hire is valid for 14 days from: \_\_\_\_\_

## VENUE HIRE AGREEMENT

**THE VENUE: WHIRINAKI WHARE TAONGA**

**THE HIRER:** \_\_\_\_\_

**THE AREA YOU ARE HIRING:** \_\_\_\_\_

**DATE OF EVENT:** \_\_\_\_\_

**EVENT NAME:** \_\_\_\_\_

**Occupation of the area from Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Vacating the area from Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**CHARGE:** The charge for hiring The Venue for the hire period are \$ \_\_\_\_\_ excluding GST

The non-refundable deposit is \$ \_\_\_\_\_ excluding GST

The bond is \$ \_\_\_\_\_ (if applicable)

### 1. Venue Hire Charge

The Venue hire charge covers hire of The Venue. Any services provided by The Venue will be additional. The Hirer will pay The Venue the Venue hire charge as per the above charge plus any additional services.

The Hirer is required to pay hire charges for the period of their occupancy, whether they are engaged in preparation for their function or for the function itself. The Hirer (person responsible) must be over the age of 21 years.

### 2. Non-refundable Deposits

Weddings and one-off functions and corporate events will be required to pay a non-refundable deposit in advance of the event of \$250.00 to secure the booking at the discretion of The Venue. An invoice (if applicable) is attached and must be paid to secure this booking.

### 3. Bond

A bond of \$ 1000.00 will be payable for weddings, one-off functions and large corporate events held at The Venue. The bond will be returned to The Hirer depending on the condition of The Venue after the event. The bond will be held in trust by The Venue and should The Hirer breach or fail to properly perform The Hirer's obligations under this Agreement, The Venue may use the Bond to carry out The Hirer's obligations and deduct from the Bond any money payable to The Venue under The Venue Hire Agreement. Where The Hirer has properly complied with all its obligations under The Venue Hire Agreement The Venue will refund the full Bond to The Hirer.

#### 4. Included in your hire

Included in your Hall hire is:

A Venue Manager during your event for up to 100 people. Events over 100 people will require additional staff (1 staff per 100 people) for fire and evacuation purposes at \$50 an hour.

A compulsory pack down and cleaning crew is required for catered events over 100 at a charge of \$550. This crew packs down tables and chairs but does not remove tableware or decorations.

The venue will also charge for any damage to The Venue or theft from The Venue of any of its contents, or if The Venue determines that extra cleaning, rubbish removal, repair or reinstatement of The Venue is required.

#### 5. Confirmation of Hire

Hirers must have returned a signed copy of the Hire Agreement prior to the date of hire to confirm the booking. Wedding, one-off functions and corporate clients must have returned their non-refundable deposit, bond and signed agreement to confirm their booking.

Tentative bookings not confirmed in writing by signing this agreement and paying the deposit (if applicable) within 14 days of the initial enquiry, may be released at The Venue's discretion and/or offered to other prospective hirers.

#### 6. Cancellations

All cancellations by The Hirer must be provided in writing prior to the booking date. Cancellations received between 14 and 7 days of the booking date will be required to pay a cancellation fee of 50% of the total booking cost. Cancellations received with less than 7 days' notice of the event will be required to pay a cancellation fee of 100% of the total booking cost. The Venue reserves the right to waive part-of or all-of the cancellation fee.

The Venue may cancel your booking and thereby terminate this agreement at any time when incidents occur which are deemed by them to be outside their reasonable control and effect The Venue's ability to provide the services for which it was contracted to. Any deposits paid will be refunded to you in full. If for any reason other than due to the default of The Venue, any expenses and fees incurred will still be properly chargeable. The Venue will not be liable for any cost incurred by The Hirer as a consequence of such cancellation.

The Venue has the right at any time to vary or cancel any booking upon giving reasonable notice in writing to The Hirer with immediate effect if The Hirer is in default in the observance or performance of any of its obligations under this Agreement, and such default is not remedied within a reasonable time.

#### 7. Payments Due

The Hirer must pay all deposits, bonds and invoices on the dates indicated. If The Hirer fails to make any payment when due The Venue may, in addition to and without limiting any other rights it has under this Agreement or at law, immediately cancel The Hirer's booking and this Agreement by notice in writing to The Hirer.

The Venue may recover from The Hirer all costs and expenses (including debt collection fees and legal fees) The Venue incurs in trying to recover any overdue amount from The Hirer under this Agreement, including administrative costs of either 15% of the overdue amount or \$300.00 whichever is less.

#### 8. Force Majeure

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, pandemic, fire, flood, storm, State of Emergency or other event beyond the control of either party. Should such an event occur, The Venue will transfer any deposits and bookings to a new date suitable for both The Hirer and the Venue or arrange repayment as required with The Hirer.

The Venue may end a function before the function end time in the case of an emergency, or if there is a case of serious disorder, or where The Hirer or guests of The Hirer materially breaches any Health and Safety regulations. The Operations Manager or Director have the right to withhold hiring rights to hirers who misuse The Venue or disregard hiring instructions.

#### 9. Recurring/Scheduled Commitments

Recurring/scheduled commitments in the Professionals Recreation Hall will not be accepted unless there is an understanding and a willingness to move to an alternative venue space or event date should a one-off event

opportunity that is significant in nature, in terms of commercial value and/or community interest (such as expos, conferences, celebrations of specific days etc.) arises. This is reflected in a lower than usual hire rate of \$30.00 + GST. In the case where a recurring/scheduled commitment may need to be shifted, discussions must be had at management level with any decisions made by mutual agreement of both parties. If mutual agreement cannot be reached the scheduled commitment will not be shifted.

Regular hirers are responsible for their own Health and Safety procedures and risk management during their hire. Regular hirers are encouraged to have a trained first aider in attendance.

#### **10. Staffing**

The Venue is required to have one staff member on site per 100 attendees to meet our health and safety standards should we need to evacuate the building in case of emergency. Additional staffing will be required for each instance of 100 attendees to an event (i.e. 101 people to the event will require 2 staff, 201 will require 3 staff) and this will be on-charged to The Hirer. For events where alcohol is present and in instances where additional staffing is required, The Venue may book security guards through an independent company and The Hirer will be responsible to meet the cost of such security guards.

#### **11. Supply of Liquor and Consumables**

Dough Bakery has the first right to sell alcoholic liquor and consumables for all events within The Gillies Group Theatre. If Dough Bakery chooses not to open on show nights, The Hirer may sell consumables for their event with permission from Whirinaki Management.

In this case if Hirers wish to serve alcohol at events held in The Venue, they must apply for a temporary licence with Upper Hutt District Licensing Committee and only with express written consent from The Venue. If Hirers use the services of a third-party caterer in conjunction with the event, the caterer must have or apply for a valid licence. All Hirers must comply with The Sale and Supply of Alcohol Act 2012 should they wish to have alcohol served at their event.

BYO arrangements of any kind will not be permitted.

Where any alcohol is to be offered at an Event, food must also be served.

The Venue has the right to control the supply and service of alcohol at the Event, may refuse service to any person/s in its sole discretion, and may cease alcohol supply and service at the Event if it considers this desirable or necessary in terms of the law or its alcohol service policies and this will not give rise to any claim or right of compensation for The Hirer.

This clause does not preclude you from supplying your own refreshments to your performers and staff during the term of this hire.

#### **12. Emergency Procedures**

The Hirer will be given written copies of the emergency procedures for The Venue before the event takes place (Appendix II). Please make yourself familiar with and agree to comply with the emergency procedures.

It is also your responsibility to make available to all of your employees, contractors, sub-hirers, exhibitors or invitees using The Venue, copies of those emergency procedures.

The Venue will instruct your representative about the emergency procedures in The Venue at the start of the Hire Period. Any difficulties must be discussed and resolved at that time. If any emergency occurs during the Hire Period, The Venue emergency procedures take priority over all other arrangements.

### 13. Health and Safety

The Hirer will comply at all times with The Venue's health and safety policies and procedures as attached and the requirements of the Health and Safety at Work Act 2015 (and any amendments) and any applicable safety programme including without limitation the "Guide to Safe Working Practices in New Zealand Theatre and Entertainment Industry version 14" which is available at [www.etnz.co.nz](http://www.etnz.co.nz). The Hirer must make themselves familiar with and comply with The Venue's Health & Safety Plan, a copy of which will be supplied (Appendix IV).

The Hirer must immediately notify The Venue of any risks to health and safety arising from the event which may affect the safety of any persons within The Venue.

The Hirer agrees to take all reasonably practicable steps to ensure risks to health and safety are eliminated, if the risk cannot be eliminated then minimised, and it shall have due regard to any risks that may arise in performing its obligations under this Agreement.

The Venue will comply with the requirements of the Health & Safety at Work Act 2015 and in particular will maintain a fit-for-purpose health and safety management system; train The Venue's employees and contractors to do their job safely; provide safety equipment where appropriate, develop procedures to be adopted in cases of emergency, regularly audit systems and practices against relevant Worksafe NZ Codes or guidelines of best practice, and regularly monitor existing and potential hazards in the workplace and develop and implement appropriate control measures.

If The Venue representative considers that there are any unsafe conditions or activities in the area(s) under your control they will inform your representative and ask them to ensure that necessary action is taken to promptly make the area(s) safe.

Instructions must be complied with. If The Venue representative considers that the action taken is not adequate, they may, at your expense, take whatever action they consider to be necessary to make the area safe by eliminating, isolating or minimising the hazard according to The Venue's Health and Safety regulations.

### 14. Proper Conduct

During the Hire period The Hirer shall conduct and manage its use of The Venue in an orderly and lawful manner and shall remain responsible for the conduct of its employees, contractors, agents, invitees and ticket holders and shall ensure that none of them behave in any riotous, offensive or disorderly manner (including drunken behaviour) or in such a manner that is likely to cause danger or annoyance to other members of the public, The Venue or damage the reputation of The Venue. The Hirer acknowledges that The Venue may reject or refuse admission to any person who fails to behave in accordance with the standards required by this clause, in which case The Hirer indemnifies The Venue to the fullest extent permitted by law for any claims that may be made against The Venue as a result of such action.

The Venue may require any person(s) to leave a function or may terminate a function if, in The Venue's opinion, that person or a group of people are intoxicated or behaving in a manner which, in all respects The Venue's absolute discretion:

- impedes or adversely affects the enjoyment of other people in The Venue or puts other people at risk.
- has caused loss or damage or increases the risk of loss or damage to The Venue or any property.
- breaches any term of this Contract or any legislation or regulation; or
- is likely to do any of these things.

The Hirer will indemnify The Venue for any act taken by The Venue under this clause.

### 15. Use of Electrical Equipment/Electrical Standard NZS 3760-2001

To comply with conditions of The Venue's Insurance Policy, all electrical devices that are brought in and used within the Venue, must have been inspected in accordance with and comply with Electrical Standard NZS 3760-2001. No devices will be permitted into The Venue unless suitably qualified personnel have inspected them, and are tagged with the date of inspection, which must be no later than 12 months prior to the commencement of The Venue hire.

Testing facilities for non-complying devices will be available at The Venue at a cost of \$50 plus GST per hour. 14 working days' notice is necessary should this service be required.

### 16. Dangerous/ Hazardous Substances

Hirers must not bring into The Venue, dangerous or hazardous substances, or objects of such weight that may cause overloading or strain to the flooring or walls of The Venue. Hirers must not alter, or attach equipment, fixtures or

fittings to The Venue (including stands, drapes and other structures) without prior written consent. Use of candles, fire, smoke, fog, haze or dry ice machines, firearms, explosives, incense, corrosive or flammable liquids or other dangerous substances (including fireworks or pyrotechnics) are prohibited unless previously arranged with the Operations Manager.

#### **17. Licenses, Permits, Consents and Authority**

The Hirer must at The Hirer's expense obtain all licenses, permits and consents that may be required for the Event and before the Event and upon any further reasonable request The Hirer will provide the Venue with copies of these documents. In addition, The Hirer will obtain the relevant authorisation in relation to use of any third-party intellectual property and will not use The Venue for the public performance of any literary, dramatic, musical or other work or entertainment in breach of copyright. The Hirer is required to apply for and take out any license required by any other authority in connection with the proposed use of the Venue and in particular will obtain permission for the performance of copyright works including music.

#### **18. Fire Exits**

All fire exits must be kept cleared at all times.

#### **19. Smoking**

The Venue is a strictly 'no smoking/vaping' venue and The Hirer must strictly adhere to and enforce this policy and the requirements of the Smoke Free Environments Amendment Act 2003 and amendments at all times and hirers agree to conform with UHCC smoke free policy.

#### **20. Equipment**

Hirers are responsible for and agree to remove all equipment, decorations and catering supplies from The Venue at the conclusion of the booking.

All Venue provided staging, chairs, tables, mobile bars and any hired furniture must be placed back in position by The Hirer. They must not be dragged over floors and The Hirer will ensure the careful placement and movement of all equipment with respect to The Venue.

#### **21. Rubbish**

Hirers agree to ensure all rubbish is removed from The Venue spaces at the conclusion of the event and are responsible for arranging rubbish removal with the Venue.

#### **22. Cleaning**

Unless previously arranged with The Venue in writing, it shall be the responsibility of The Hirer, following the conclusion of each function, to clean the facility under hire and leave it in a clean and tidy condition.

Where The Venue is booked for an evening function, arrangements can in some cases, be made for cleaning the following day however hire charges will still be applicable for the second day at a quoted rate. In these circumstances the Commercial Kitchen must be cleaned by 11pm and the rest of the facility that has been hired must be cleaned by the agreed time.

Please note that the Hall floor must be static mopped after use. If liquids or food spills are present these are to be wet spot mopped as well.

A compulsory pack down and cleaning crew is required for catered events over 100 at a charge of \$550. This crew packs down tables and chairs but does not remove tableware or decorations.

If cleaning is not completed to satisfactory level by the agreement made with the Operations Manager. A charge of \$65.00 +GST per cleaner/hour to bring The Venue up to an acceptable standard will be made to The Hirers. The definition of an acceptable standard will be defined by the Operations Manager.

#### **23. Parking**

Hirers must ensure that their patrons keep entrances and driveways clear and that cars are parked in authorised parking areas only or risk penalties issued by local parking enforcement authorities.

#### **24. Damage**

Any damage or faults which occur during the use of The Venue must be reported immediately to the Operations Manager by calling 021 430 561.

The Hirer will pay The Venue upon demand the cost of restoring any damage to the facility (or restoring any damage to or loss of furniture, furnishings, floors or fittings and /or other chattels therein) during the period of hiring by The Hirer.

The Venue will not accept responsibility for any damage to or loss of any property whatsoever placed in the facility by The Hirer or people acting on The Hirer's behalf. Hirers are responsible for their own insurance cover.

**25. Additions and alterations**

The use of nails, staples, adhesive tape, glue etc for any purpose is prohibited on the wall and floors. Hirers agree that you will not make any alterations or additions to the facility (whether internal or external, to décor, fittings and fixtures or to the lighting or sound equipment within it) without the prior consent of the Operations Manager and in particular shall not permit or allow the use of nails, screws or tacks for any purpose in the floor, affix anything whatsoever to any concrete or plastered surface, remove or permit to be removed, altered or adjusted, any stage suspension system, steel cables or stage or lighting equipment nor any stage curtains or other drapes or make or effect any alterations or additions to any electrical plant, wiring, public address or communication system.

**26. Temporary Structures**

The Hirer shall not construct or erect any rigging, scaffolding or other temporary structure or suspend any object or thing from the ceiling of The Venue without obtaining the prior written approval of the Operations Manager.

**27. Keys**

Should The Hirer lose any keys/access cards handed out to them they will be liable to pay the cost of \$100 plus GST for replacement keys/access cards.

**28. Public Liability Insurance**

The Venue has Hall Hirer public liability insurance cover, providing indemnity against loss, damage, costs and expenses for which The Hirer may become liable for the excess under this Agreement.

**29. Limitation of Liability**

You agree and acknowledge that Whirinaki Whare Taonga liability to you for any direct or indirect loss, damage, claim or expense (whether due to the negligence or otherwise of The Venue arising out of this Contract is limited to the amount of the Venue Hire Charge.

**THE HIRER**

I/We The Hirer accept the terms and conditions listed above.

**Venue:**

\_\_\_\_\_

**For the purposes of:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Booking Number:**

\_\_\_\_\_

**NAME:**

\_\_\_\_\_

**ORGANISATION:**

\_\_\_\_\_

**BILLING ADDRESS**

\_\_\_\_\_

**PHONE:**

\_\_\_\_\_

**EMAIL:**

\_\_\_\_\_

**NAME OF REPRESENTATIVE**

(refer clause 8)

\_\_\_\_\_

**SIGN:**

**DATE:**

\_\_\_\_\_

**SIGNED ON BEHALF OF THE VENUE: WHIRINAKI WHARE TAONGA**

**NAME:**

\_\_\_\_\_

**SIGN:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**WHIRINAKI REPRESENTATIVE**

(refer clause 9)

\_\_\_\_\_

If you have any further queries please ring Mike Duffy 021 328 508

General Terms and Conditions of Hire Version Date: March 2024

Appendix I Ticketing Contract

Appendix II Health and Safety, Emergency policies and procedures

*General Terms and Conditions of Hire Version Date: March 2024 Nothing in these General Terms and Conditions of Hire is intended to limit or modify any rights that The Hirer may have under the Consumer Guarantees Act 1993. Each party shall bear its own costs relating to the negotiation and preparation of this Agreement and related documentation. The laws of New Zealand shall govern this Agreement and both parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.*

## APPENDIX I TICKETING CONTRACT



# TICKETING AGREEMENT

## PROFESSIONALS RECREATION HALL

### Introduction

Whirinaki Whare Taonga provides an exclusive ticketing service for the Gillies Group Theatre through iTICKET. Our ticketing service is also available to events held in the Professionals Recreation Hall and at other venues in our area.

### Contracting Parties

Whirinaki Whare Taonga and

### Event or series of events

Event

Date

Time

with full details as provided in the attached event schedule.

***Information on ticket prices, house allocations (i.e A/B Reserve seating, complimentary seats, promoter holds etc), and dates of opening bookings must be received at least five working days prior to sales commencing.***

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Contact details for the Whirinaki Whare Taonga Ticketing Office      t 04 527 2168

The Whirinaki Whare Taonga ticketing office operates from reception at Whirinaki Whare Taonga,

836 Fergusson Drive, Upper Hutt.

Opening hours are from 9am to 4pm – 7 days a week, and most public holidays.

Door Sales – we open the theatre one hour prior to the performance. The cost of the booking office cashier is included in the ticket fee, (maximum 2 hours). Additional hours are available by arrangement.

### Contacts for Promoters

Ticketing Information & Daily Sales

**Fiona Wright**

Visitor Services Manager

t 04 527 2163

Theatre Manager

**Peter Benner**

Operations Manager

t 04 527 2852

## Intent of Agreement

The intention and basis of this agreement is to engage Whirinaki Whare Taonga (and where agreed other iTICKET network partners) as an event ticketing agent for the following event or series of events.

### **Whirinaki Whare Taonga Responsibilities**

- Provide an electronic event ticketing service for the event/s, subject to our standard booking conditions (listed below) and ticket office hours
- Provide in person, telephone and internet ticketing options
- Provide an information service for the event/s
- Use of standard ticket layout and printing of event details on to security ticket stock
- Tickets from each ticketing transaction will be provided in person at the time of sale or will be emailed electronically
- Display promotional material at Whirinaki Whare Taonga
- Receive payments (cash, eftpos and credit card) from customers for the sale of tickets to the event/s
- Use iTICKET's Trust account to hold electronic ticketing revenue until the commencement of the event/s
- Provide ticket sales reports as requested or a promoter login to access sales information
- Provide a detailed reconciliation of all ticket sales at the conclusion of the event/s
- The proceeds of all ticket sales will be deposited within seven business days following the event, Whirinaki Whare Taonga will release to the Promoter, by way of a direct credit to a bank account all proceeds of ticket sales less all monies payable to Whirinaki Whare Taonga.
- Provide
  - A Front of House Manager
  - Ushers
  - Cashier for door sales for each performance

### **The Promoters Responsibilities**

- Provide full details of the event (including charges, dates, times, restrictions, conditions of entry, etc.)
- Hold the event as booked and promoted
- Promote the event/s
- Ensure all promotional material and advertising meets the requirements of the Fair Trading Act

### **Standard Booking Conditions**

- No refunds given on lost, damaged or stolen tickets
- Should an event be cancelled a full refund will be provided to ticketholders less non-refundable booking, transaction and delivery fees
- Customer details are collected in accordance with the Privacy Act to manage and administer an electronic event ticketing service and will not be released to any external organisation or the promoter without consent of the customer

### **Accepted Payment Methods for Tickets**

- **EFTPOS and credit card facilities are available. American Express and Diners Cards are not accepted**
- Credit card telephone bookings are welcome on the direct line (04) 527 2168). Tickets are either couriered, emailed or held at the booking office

## Advertising

The telephone number to be used in all advertising is (04) 527 2168.

Promoters must ensure that all advertising or promotional material includes the ticket price inclusive of ticketing booking fees. Promoters advertising and promotional material must also include "A booking fee will apply".

### The location of the Ticketing Office should be described as:

Whirinaki Whare Taonga	Postal Address
836 Fergusson Drive	PO Box 40 594
Upper Hutt	Upper Hutt

### Fees, Charges and Payments

- The Promoter shall pay to Whirinaki Whare Taonga a ticketing service fee (known in the industry as an inside charge) per ticket (including sold and complimentary tickets). This non-refundable fee is to be included within the advertised face value ticket price.

Ticketing Fee	\$1.74 + GST per ticket
Complimentary	\$1.74 + GST per ticket

- The customer shall pay to Whirinaki Whare Taonga all merchant fees related to the purchase of tickets using credit cards. The fee is 2.3% of the gross credit card transaction charge
- Whirinaki Whare Taonga has the right to charge a customer a booking fee (known as an outside charge) for all transactions; phone, counter and internet.
- A 10% concession is payable on all merchandise and programmes sold for \$10.00 or more. The charge will be calculated upon a statement of takings to be made available to the Front of House Manager or the Booking Office Supervisor at the conclusion of the event. Sellers can be arranged on enquiry
- At the conclusion of the event Whirinaki Whare Taonga will pay to the promoter Gross Ticket Revenue (excluding outside charges) less inside charges, and merchant fees.
- Whirinaki Whare Taonga will deduct any venue hire charges and expenses from the ticket revenue payment due to the promoter
- Should any venue hire or ticketing charges exceed Gross Ticket Revenue received, an invoice for these charges will be raised and payable by the promoter within 7 days of the conclusion of the event

### Cancellations or a rescheduled show date

- Should the event be cancelled for any reason, the promoter must make every effort to promote such cancellation or date change via local media at their cost
  - Full refund less booking fees will be provided to customers on presentation of a valid ticket
  - In the event of a cancelled performance or a rescheduled show date where refunds or reallocations are required, the Promoter shall pay to Whirinaki Whare Taonga the following fees for the administration costs associated with the processing of cancelled or rescheduled event tickets:
    - Non-refundable inside ticket fee of \$1.74 + GST per ticket
    - Plus a cancellation fee of \$2.61 + GST per order
- Any extra cost incurred, such as postage or courier fee are also chargeable.
- Whirinaki Whare Taonga reserves the right to waive part-of the cancellation fees

## Agreement

I/We the Promoter agree to the terms and conditions as set out above.

### Promoter

Name

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Company

---

Event

---

Date

---

Sign

---

### hirinaki Whare Taonga

Name

---

Date

---

Sign

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## Event Setup Form

<b>EVENT NAME:</b>	
<b>PRESENTED BY:</b>	
<b>BYLINE</b> (optional):	
<b>VENUE NAME:</b>	
<b>ADDRESS:</b>	

iTICKET PUBLIC OR PRIVATE LISTING?	
<input type="checkbox"/>	<b>PUBLIC</b> – Searchable online and on the iTICKET website
<input type="checkbox"/>	<b>PRIVATE</b> – Only available via direct URL and not searchable on the iTICKET website

<b>DATE TO GO ON SALE:</b>			
DATE OF SHOW / EVENT	START TIME	OPTIONAL REFERENCE NAME eg. <i>Gala / Matinee / Opening etc.</i>	CAPACITY - Max number of tickets to sell per show (210 max)
(To add more rows, press tab on our keyboard at the end of the last row) <b>TOTAL RUNNING TIME:</b>		<b>INTERVAL LENGTH:</b>	

<b>EVENT DESCRIPTION</b> - Unlimited word count. This is where to 'sell' your show. Make it inspiring!

<b>KEYWORDS</b> - What words will people search for when looking for your event? TIP: Separate each word or phrase with a comma

AUDIENCE NOTES				
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Does the performance use strobe lights?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Are there any age restrictions?
If age restrictions apply, please specify				

<b>ANYTHING ELSE?</b> Please include details of any other specific requirements for your event e.g <b>Instructions for admittance of late comers</b>
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**WHAT KIND OF TICKET AREAS YOU REQUIRE?**

<input type="checkbox"/>	ALLOCATED SEATING	
<input type="checkbox"/>	TOTAL SEATS TO BE HELD BACK FROM SALE - For Comps / Ushers / Videographer etc:	
<input type="checkbox"/>	GENERAL ADMISSION AREA – Maximum venue capacity for General Admission area:	

**TICKET PRICING** Such as TIERED RELEASES eg.Early bird; AGES eg.Adult/Child; AREAS eg.Stalls/Balcony etc.

TICKET TYPE	DESCRIPTION / RESTRICTIONS	PRICE	CAPACITY - Max number of tickets to sell per show
		\$	
		\$	
		\$	

(To add more rows, press tab on our keyboard at the end of the last row)

**OPTIONAL GROUP DISCOUNTS** – Such as: Family Group / Bulk Groups / Memberships etc.  
Choose from either a set price, % discount or \$ amount off

TICKET TYPE	DESCRIPTION / RESTRICTIONS	DISCOUNTED PRICE
		\$
		\$

(To add more rows, press tab on our keyboard at the end of the last row)

**OPTIONAL PROMO CODE DISCOUNTS** - Choose from either a set price, % discount or \$ amount off

CODE – eg. 20% off for fans	CODE – eg. FAN20	START DATE	END DATE	DISCOUNTED PRICE
				\$

(To add more rows, press tab on our keyboard at the end of the last row)

**ADDITIONAL SERVICES**

<input type="checkbox"/>	PASSWORD ACCESS – Restrict booking access to people with password only
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If selected, please supply password

**PROMOTION**

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Event displayed on Whirinaki Whare Taonga website
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Event promoted on Whirinaki Whare Taonga social media channels (Facebook/Instagram)

**iTICKET & WHIRINAKI EVENT PAGE IMAGERY** - Visit [iticket.co.nz](http://iticket.co.nz) or [whirinakiarts.org.nz](http://whirinakiarts.org.nz) for inspiration.

✓	IMAGE TYPE	IMAGE SIZE	USAGE / NOTES
<input type="checkbox"/>	LANDSCAPE TILE	414 W x 273 H pixels (72dpi)	REQUIRED Whirinaki Event Page Tile - Desktop view
<input type="checkbox"/>	PORTRAIT TILE	540 W x 630 H pixels (72dpi)	REQUIRED iTICKET Event Page Tile - Desktop view
<input type="checkbox"/>	LANDSCAPE BANNER	1600 W x 800 H pixels (72dpi)	REQUIRED iTICKET Event Page Tile - Mobile view
<input type="checkbox"/>	eTICKET SQUARE	530 W x 530 H pixels (150dpi)	REQUIRED iTICKET eTICKET

Please attach as .JPG files to your email when returning this completed setup form.

Additional imagery may be required when booking additional marketing activity with iTICKET. See iTICKET's [Media Kit](#) for more info. To book iTICKET marketing support over and above their complimentary services, contact [marketing@iticket.co.nz](mailto:marketing@iticket.co.nz)

**MAIN EVENT CONTACT:**

<b>NAME:</b>		<b>DATE:</b>	
<b>PHONE:</b>		<b>EMAIL:</b>	

**HAS YOUR EMAIL ADDRESS CHANGED SINCE YOUR LAST EVENT?**  YES  NO

**HAS YOUR BANK ACCOUNT CHANGED SINCE YOUR LAST EVENT?**  YES  NO

If YES, please attach a deposit slip OR a screenshot of account details from online banking to your email when returning this completed setup form.

DEPOSIT SLIP ATTACHED

**NEW ACCOUNT NAME:**

**NEW ACCOUNT NO:**

**GST NO.**  
(if gst registered)

**DAILY SALES REPORTS** Which report would you like to receive via email?

LAST 24 HOURS SALES  SALES TO DATE  NO DAILY REPORTS THANKS

<b>DOES ANYONE ELSE NEED ACCESS TO YOUR DASHBOARD?</b>	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
List email addresses below and <b>ENSURE THEY ARE SIGNED UP WITH AN iTICKET ACCOUNT</b> . <a href="#">SIGN UP HERE</a>				
<b>EMAIL FOR ADMIN 1:</b>				
<b>EMAIL FOR ADMIN 2:</b>				

## APPENDIX II HEALTH AND SAFETY POLICIES

### WHIRINAKI WHARE TAONGA

#### HEALTH AND SAFETY POLICY FOR HIRERS OF THE CENTRE

Hello hello hello

##### Policy Statement

To ensure that all hirers of the Centre place protection of human life and safety as the first priority, with the safety of Whirinaki Whare Taonga taking the highest possible remaining priority.

Hirers of the Centre must assure the health, safety and welfare of all employees, volunteers and visitors by providing a healthy and safe workplace in accordance with the *Health and Safety at Work Act 2015*. However, these requirements are a minimum and all Hirers are required to remain conscious at all times of the need to critically assess theirs, and others, environment for health hazards and unsafe practices.

##### 1. Definition

Hirers of the Centre are defined as any one person or group or organisation that is using the Centre, charged or not charged for a period of time.

##### 2. Application and Compliance

Under the Health and Safety At Work Act 2015, the Hirer has the specific responsibility to provide for the health and safety of all their personnel, both paid and voluntary, while working within Whirinaki Whare Taonga. Such personnel would include, but not be limited to, Performers, Technicians, Production Staff, Front of House Staff and Ushers. It would also include any Sub-contractors engaged by the Hirer to supply specific services to any production.

The Hirer has a responsibility, in conjunction with the Whirinaki Whare Taonga Technician, to ensure the safety of audience members and other members of the public.

##### 3. Procedures

- 3.1 A Whirinaki Whare Taonga representative will arrange a Tool Box meeting for hazard identification with the Hirer/ person overseeing each event.
- 3.2 Whirinaki Whare Taonga has adopted the publication "A Guide For Safe Working Practices In The New Zealand Theatre & Entertainment Industry – Version 15" (or its subsequent amendments) as the basis for the safe operation of the Gillies Group Theatre. Any amendment or modifications to the recommendations included in this guide that may be necessary for particular Hirers or Productions, must have the prior approval of Whirinaki Whare Taonga.
- 3.3 The Hirer shall ensure that any of their personnel working within Whirinaki Whare Taonga wear appropriate clothing and footwear and shall provide all necessary safety and protective equipment required for the safe operation of any equipment or plant brought into the Centre.
- 3.4 The Hirer must identify any potential hazard(s) involved with any equipment, scenery or plant intended to be brought into the Gillies Group Theatre for a particular production and must advise Whirinaki Whare Taonga's Operations Manager, how they intend to minimise the risk(s), prior to such materials being loaded in.
- 3.5 During the production/event set-up, the Hirer must report any identified hazard to Whirinaki Whare Taonga's Operations Manager or designated representative.
- 3.6 During setup/ rehearsal and performance, the Hirer must immediately report any hazard that may result in injury to personnel or damage to equipment, to Whirinaki Whare Taonga's Operations Manager or designated representative.
- 3.7 The Hirer must ensure that all equipment, plant or tools brought into the Centre must have appropriate certification. With regard to electrical appliances including, but not limited to, power tools, luminaires,

extension leads dimmer packs and audio/video equipment, all such items must have a current test tag as required under the Electrical Standard NZS 3760-2010.

- 3.8 Any personnel operating any of the technical systems in the Gillies Group Theatre (Lighting, Sound and Rigging) must have been approved by Whirinaki Whare Taonga's Operations Manager, prior the commencement of the hire period.
- 3.9 Under no circumstances are any alterations to be made to the configuration of the rigging, lighting and sound without specific and individual approvals from Whirinaki Whare Taonga's Operations Manager, or designated representative.
- 3.10 The Hirer should have a designated OSH representative and should advise Whirinaki Whare Taonga of the name and contact details of this representative prior to the commencement of the hire period. The designated OSH representative for the Whirinaki Whare Taonga is the Operations Manager.
- 3.11 The Hirer must ensure that their personnel are aware of their responsibilities under the Health and Safety at Work Act 2015 and its subsequent amendments.
- 3.12 The Hirer must ensure that all technical personnel understand the operating procedures detailed in the Guide For Safe Working Practices In The New Zealand Theatre And Entertainment Industry – Version 15.
- 3.13 The Hirer must ensure that all production personnel are familiar with the Emergency Evacuation Policy and Plan. At the earliest opportunity after the commencement of hire period, the Hirer shall check that all personnel involved in the particular production clearly understand the Emergency Evacuation Procedures and know the evacuation routes out of the Theatre.
- 3.14 Whirinaki Whare Taonga will provide all necessary safety equipment required for the operation of the installed technical systems and plant.
- 3.15 The Hirer will supply all necessary safety equipment required for the operation of scenic, lighting and sound systems brought into the Theatre for a specific production.
- 3.16 Should breaches of the Health and Safety at Work Act 2015 (and its subsequent amendments) by the Hirer be identified by Whirinaki Whare Taonga staff, they will take whatever action is necessary to protect members of the public, performers, production personnel and equipment including (if necessary) terminating the hire agreement. Any cost involved in such action will be at the Hirer's cost.

# WHIRINAKI WHARE TAONGA

## OPERATION OF THEATRE TECHNICAL EQUIPMENT POLICY

### Policy Statement

To ensure that the Gillies Group Theatre Technical equipment is operated in a safe manner which places protection of human life and safety as the first priority.

All users of the Gillies Group Theatre Technics must adhere to the *Health and Safety at Work 2015 and "A Guide For Safe Working Practices In The New Zealand Theatre & Entertainment Industry – Version 15"* however, these requirements are a minimum and all Hirers are required to remain conscious at all times of the need to critically assess theirs, and others environment for health hazards and unsafe practices.

#### 1. Definition

Users of the theatre technical equipment must be duly trained and authorised operators and may include but are not restricted to Hirers of the Centre, Staff, Volunteers and Sub-Contractors.

#### 2. Application and Compliance

Under the Health and Safety at Work Act 2015 the Hirer has the specific responsibility to provide for the health and safety of all their personnel, both paid and voluntary, while working within Whirinaki Whare Taonga. Such personnel would include, but not be limited to, Performers, Technicians, Production Staff, Front of House Staff and Ushers. It would also include any Sub-contractors engaged by the Hirer to supply specific services to any production.

#### 3. Procedures

Specific Safety Requirements relating to the Theatre Technical Procedures include:

Whirinaki Whare Taonga has adopted the publication "A Guide For Safe Working Practices In The New Zealand Theatre & Entertainment Industry – Version 15" (or its subsequent amendments) as the basis for the safe operation of the Genesis Theatre. Any amendment or modifications to the recommendations included in this guide that may be necessary for particular Hirers or Productions, must have the prior approval of Whirinaki Whare Taonga.

##### 3.1 Winch Suspension System

Twenty winch suspension sets are provided for lighting, drapes and scenic suspension. Safe operating procedures include the requirements that:

- 3.1.1 The ratchet pawl must never be disengaged under any circumstances.
- 3.1.2 The safety chain for the winch must be connected when the load is in its raised position.
- 3.1.3 The maximum distributed payload on the suspension bar is 350 Kg. The maximum point load is 75 Kg. These limits must not be exceeded.
- 3.1.4 When raising or lowering the suspension bar there is not to be any person(s) underneath or near the bar at any time. The movement of load must be kept under close observation. A minimum of two approved operators must be present during this operation.
- 3.1.5 Only trained and duly authorised personnel are to operate these winches with a minimum of two approved operators present.
- 3.1.6 The operating handle must NEVER be removed.
- 3.1.7 Annual servicing by a qualified person must be completed on all winches and recorded for inspection purposes.

- 3.1.8 All items rigged on the suspension bar must be secure and have a safety chain (strop) attached, if applicable.
- 3.1.9 If any problems occur, the load is to be secured and the Operations Manager must be contacted immediately.
- 3.1.10 No part of the winch suspension systems may be moved or modified.
- 3.1.11 If spot bars are to be moved from one winch set to another, the minimum personnel required is four.

### 3.2 Hand-line Suspension Sets

Ten hand-line suspension sets are provided for light weight scenic suspension. Safe operating procedures include the requirements that:

- 3.2.1 Maximum distributed payload on the hand line suspension batten is 100 Kg. The maximum point load is 40 Kg. These limits must not be exceeded.
- 3.2.2 The maximum load on the drop line sets is 50 Kg. These limits must not be exceeded.
- 3.2.3 The maximum load on each lighting ladder track bracket is 50 Kg. These limits must not be exceeded.
- 3.2.4 When raising or lowering the suspension batten, there must not be any person(s) underneath or near the bar at any time. The moving load must be kept under close observation. A minimum of four Operators Under supervisions from the Operations Manager or Technician/ are required.
- 3.2.5 Only trained and duly authorised personnel are to operate the hand line and drop line sets. A minimum of four Trained Operators required.
- 3.2.6 The hand lines are to be operated by a minimum of four persons when raising or lowering the battens.
- 3.2.7 All items rigged on the suspension batten must be secure and have a safety chain (strop) attached, if applicable.
- 3.2.8 If any problems occur, the load is to be secured and the Operations Manager must be contacted immediately.
- 3.2.9 No part of these suspension systems may be moved or modified.

### 3.3 Personnel Lift

A 'Genie' type personnel lift and a Genie Scissor Hoist lift are provided by Whirinaki Whare Taonga. This lift must be operated as per the manufacturer's instructions and can only be set up and used by the house Technician who has received appropriate instruction in its use.

### 3.4 Technical Galleries and Lighting Bridges

Access to the Technical Gallery levels and Lighting Bridges is only permitted to authorised personnel who have received appropriate instruction in the safety procedures involved. Any personnel working on these levels must ensure that all tools are secured with lanyards and that pockets are emptied. No loose equipment is to be left unsecured on any gallery or bridge and under no circumstances are sections of the intermediate handrail to be removed without specific approval from Whirinaki Whare Taonga's Operation Manager or designated representative.

### 3.5 Scenery Lift

Access from the load-in dock to stage level is via a scenery lift. This lift must be operated in accordance as per the manufacturer's instructions and can only be used by the Duty Technician or authorised personnel who have received appropriate instruction in its use.

### 3.6 Pyrotechnics

Use of pyrotechnics is prohibited in Whirinaki Whare Taonga without specific authorisation from the Operations Manager. Such authorisation will only be given if a certified professional pyrotechnics technician is engaged for the particular production and where approved theatre pyrotechnics are to be used.

### 3.7 Stage Smoke, Haze and Fog

Use of stage smoke, haze or fog (dry ice) is acceptable providing it is produced by a commercially manufactured smoke, haze or fog machine, using an approved smoke fluid and operated in accordance with the manufacturer's instructions. Hirers must advise Whirinaki Whare Taonga's Operations Manager prior to the commencement of any booking where smoke effects are to be used and must take all necessary precautions to avoid over exposing audience, performers and crew. The Hirer should also be aware of the potential for allergic reactions from theatrical smoke and the Hirer should be prepared for this. (See Appendix 3 of the Guide For Safe Working Practises In The New Zealand Theatre & Entertainment Industry – Version 15t 12)

### 3.8 Fire Safety

Use of naked flame on stage is prohibited in the Whirinaki Whare Taonga without specific authorisation from the Operations Manager and the Local Fire Authority.

### 3.9 General Rigging and Staging

A minimum of two persons are required for any Light Rigging, Staging or Flying operations. Any variance on this must be authorised by the Operations Manager.

Persons carrying out any general rigging must be approved industry trained professionals.

# WHIRINAKI WHARE TAONGA

## EMERGENCY EVACUATION POLICY

### Policy Statement

To implement training and procedures to ensure that human life and safety is protected in the event of any emergency requiring evacuation of the Centre.

#### 1. Definition

The procedure in this policy covers situations where it may be necessary to evacuate all occupants from the Centre. In some cases, this is mandatory: in others optional, at the discretion of the individual delegated responsibility of the Building Warden.

#### 2. Application and Compliance

All Trust staff, volunteers and contractors will be trained to an appropriate level in these procedures and are required to maintain a high level of awareness of them.

Whirinaki Whare Taonga adheres to the Museums Aotearoa recommendations for emergency procedures.

#### 3. Roles

3.1 The Operations Manager is the Building Warden, or designated Event Manager.

The Building Warden (Red hat) is responsible for:

Arranging and recording of initial and refresher training in evacuation procedures for all staff, at a level appropriate to their position as per the 'Fire Evacuation Scheme' for the building written by Holmes Fire in 16 July 2021.

- Taking any required corrective action to improve performance of the Evacuation Scheme.
- If absent the Operation Manager and Visitor Services Manager are to ensure that the responsibilities of Building Warden are clearly delegated and understood.
- Arranging annual refresher fire safety and fire extinguisher training for all staff.
- Arranging full fire safety training for new staff at the earliest opportunity following recruitment.
- Providing all Front-of-House staff with initial training in dealing with a bomb threat, with the provision of refresher training every two years.
- Ensuring that trial evacuations are performed at least every six months and the outcome evaluated against required performance measures in accordance with the Evacuation Scheme
- Confirming and communicating procedure changes to all other personnel as required.
- Checks Fire extinguishers every 6 months for compliance and initiates remedial action for any noncompliance.
- Manages Annual Building Warrant of Fitness.

# WHIRINAKI WHARE TAONGA

## EARTHQUAKE EVACUATION POLICY

### Policy Statement

To prescribe and implement training and procedures to ensure that human life and safety is protected in the event of an earthquake.

#### 1. Definition

All earthquakes shall be treated as potentially life-threatening. The Trust shall ensure that all staff are trained in earthquake safety procedures, to protect human life as the first priority.

#### 2. Procedures

If there is an earthquake staff are to:

1. DROP COVER HOLD.
2. Take cover under a desk or workstation.
3. Otherwise seek shelter in a secure position such as a doorway.
4. Beware of falling ceiling tiles, light fittings etc.
5. Remain in position until initial tremors have ceased.

When the shaking stops:

1. Remain aware of falling objects (there will be aftershocks).
2. Check for injured people. Don't move injured people unnecessarily.
3. Provide first aid.
4. Dial 111 for life threatening injuries.
5. Check visitors and staff in Café, Front of House, Galleries, Collections, Dock way, Workshops and Office space.
6. Educator will assist the teachers and guardians with school groups.
7. Provide assistance to venue hire clients.
8. Once it is safe to do so, all onsite staff and visitors to assemble at the assembly point for briefing. Do NOT use the lift.
9. Do not attempt to re-enter the building until the all clear has been advised by Upper Hutt City Council. It is possible that staff may be asked to go home on the day of the event so keep your keys on your person at all times. Staff will not be allowed into the building to retrieve personal effects.
10. Attempt to contact staff off site.
11. Check for signs of fire, gas leak or structural damage.
12. Turn off gas and power if unsure and it is safe to do so @ the Fergusson Drive Staff Entrance Site.

#### 3. Earthquake Response Plan

After suspected earthquake that may need a resulting check, the Operations Manager and Director discuss by phone and agree on any checks required. If no phones are working they are to meet on site if it is safe to do so.

# WHIRINAKI WHARE TAONGA

## ENGAGEMENT OF CHILDREN IN THE THEATRE POLICY

### Policy Statement

Whirinaki Whare Taonga is fully committed to protecting the welfare of children. We recognise our responsibility to adopt best practice policies and procedures that will protect children and young persons from harm, abuse and exploitation, while also protecting our staff and volunteers.

The welfare of children is the primary concern of this policy, and it is established on the principle that child protection is everyone's responsibility. Amateur theatre and dance need children and young persons both for specific productions and, more importantly, because they often form the cast, crew, and audience of the future. Whirinaki Whare Taonga sees amateur theatre and dance as an integral part of its role in the community in managing the Gillies Group Theatre, however, children and young persons need to feel safe and respected; their parents need to be confident about their child's welfare and members of the society need to feel able to exercise their responsibilities. This policy addresses many of the issues that may arise when children and young persons are involved in the theatre's activities and performances and provides guidelines as to how to mitigate and manage any issues.

### 1. CHILD PROTECTION PROCEDURES

#### 1.1 Responsibilities of the (Hiring Body) Theatre/Dance Company/School

At the outset of any production involving children the Hiring Body (Theatre/Dance Company/School) is required to:

- Undertake a risk assessment and monitor risk throughout the production process.
- Identify at the outset the person with designated responsibility for child and young person's protection.
- Engage chaperones with responsibility for children, including appropriate vetting.
- Ensure that children are supervised at all times.
- Provide and manage a system for sign in and sign out of children.

#### 1.2 Parents/caregivers

- All parents/caregivers have the responsibility to collect and sign in/sign out their children after rehearsals or performances from one monitored point of entry.

#### 1.3 Chaperones

- In the absence of parents/caregivers, adult chaperones are to be appointed by the Company/School on the basis of one to every five children.
- Chaperones should undergo a thorough check by the company/school as to their suitability to be in charge of minors and should include a police record check.
- In the absence of parents/caregivers during performances and rehearsals, chaperones will be responsible for signing children into and out of the building from one monitored point of entry. Children should be signed out when leaving and a record made of the person collecting. If a parent has not collected the child, it is the duty of the chaperone to stay with that child until collected.

#### 1.4 Unsupervised Contact

- Whirinaki Whare Taonga staff, volunteers and contractors are never be alone with a child or young person and should avoid backstage/changing areas/toilets.
- All Staff and Contractors working in the theatre where children are involved are to be Police vetted every three years.
- The Company/School will attempt to ensure that no adult has unsupervised contact with children and young persons, including Whirinaki Whare Taonga staff and contractors.
- If possible, there is always to be two adults in the room when working with children and young persons.
- If unsupervised contact is unavoidable, steps are to be taken to minimise risk. For example, work will be carried out in a public area, or in a designated room with a door open.

### 1.5 Physical Contact

- Adults will only touch children and young people when it is absolutely necessary in relation to the particular activity.
- Adults will seek the consent of the child or young person prior to any physical contact and the purpose of the contact shall be made clear.

### 1.6 Privacy & Dignity

- The Theatre/Dance Company/School shall be aware and show discretion regarding costumes and dance moves/routines that may be revealing to the audience and inappropriate for children and young persons.
- Warming up and practices should not be undertaken in the public spaces of the Whirinaki Whare Taonga (such as the foyer) during opening hours.
- Children and young persons are not be required to perform naked or with a naked person.
- Gender neutral toilets and change area are available for any performer associating themselves as non-gender specific or transgender should they require them.

### 1.7 Content

- The Theatre/Dance Company/School is required to exercise discretion to ensure that children and young persons engaged in production and performances are not exposed to content which may be unsuitable for them regarding their age and emotional, psychological development and sensitivity.

### 1.8 Managing photographic/film and video information

- Permission is to be sought from the parents for the use of photographic material featuring children and young person's taken whilst in the Gillies Group Theatre. No photographic material is to be taken from the general audience in the Gillies Group Theatre.
- The use of cameras, mobile phones and/or filming in dressing rooms/toilets is to be expressly forbidden.

### 1.9 Procedure for Whirinaki Whare Taonga staff dealing with child and young person protection concerns

- Whirinaki Whare Taonga *Procedure for dealing with child and young person protection concerns* (following as Appendix 1) provides all staff with clear guidelines and principles to follow.
- The *Procedure for dealing with child protection concerns* is to be used in conjunction with existing procedures related to customer conduct, health and safety, and incident reporting.
- Staff with 'children's worker' or 'core worker' roles may receive additional training in recognising and responding to child and young person protection concerns as required.

## 2. Definitions

**2.1 Child:** means a person under the age of 18 years

**2.2 Young person:** means a person of or over the age of 14 years but under 18 years and also has an extended meaning that includes some young adults for certain purposes under section 386AAA of the Oranga Tamariki Act 1989 (or Children's and Young People's Well-being Act 1989). Young persons are not included under this policy for the purposes of chaperones and parental sign in/out.

### 2.3 Child abuse

- Section 2 of the Oranga Tamariki Act 1989 (or Children's and Young People's Well-being Act 1989) defines 'child abuse' as the harming (whether physically, emotionally or sexually), ill treatment, abuse, neglect, or deprivation of any child or young person.
- Whirinaki Whare Taonga i considers this definition and examples below as useful guidelines for staff to refer to if they have child protection concerns.

### 2.3 Physical abuse

- Any act or acts that result in the physical harm of a child. It may include, but is not restricted to:

- Bruising, Cutting, Hitting, Beating, Biting, Burning, causing abrasions, Strangulation, Shaking, Suffocation, Drowning, Poisoning, Fabricated or induced illness.

#### **2.4 Sexual abuse**

Any act or acts that involve forcing or enticing a child to take part in sexual activities, whether or not they are aware of what is happening. Sexual abuse can be, but is not restricted to:

- Non-contact abuse such as exhibitionism, voyeurism, exposure to pornographic or sexual imagery, inappropriate photography, or depictions of sexual or suggestive behaviors or comments.
- Contact abuse such as touching breasts, genital/anal fondling, masturbation, oral sex, penetrative or non-penetrative contact with the anus or genitals, encouraging the child to perform such acts on the perpetrator or another, involvement of the child in activities for the purposes of pornography or prostitution.

#### **2.5 Emotional/psychological abuse**

Any acts or omissions that result in adverse or impaired psychological, social, intellectual and/or emotional functioning and development. It may include, but is not restricted to:

- Patterns of isolation, degradation, constant criticism, or negative comparison to others.
- Isolating, corrupting, exploiting, or terrorizing a child.
- Exposure to family or intimate partner violence.

#### **2.5 Neglect**

May include, but is not restricted to:

- Medical neglect – not taking care of health needs.
- Neglectful supervision – leaving a child without someone safe looking after them.
- Educational neglect – allowing chronic truancy, failure to engage children in education.
- Emotional neglect – not providing comfort, attention or love.