

TERMS AND CONDITIONS

The following Terms and Conditions have been developed to ensure your event runs smoothly with minimal disruption. These Terms and Conditions should be read in full. By signing the Hire Application Form you have accepted these Terms and Conditions of Hire

1. General conditions of Use

- a) It is the responsibility of the Hirer to ensure the health and safety of all persons attending their event - see further details in Section 12 – Health and Safety
- b) The Centre is designed for general use. The Hirer must consider the suitability of the venue for their event when making a booking
- c) Unless general public are invited to the event, it is the Hirer's responsibility to ensure that the general public do not have access to the Centre, including the toilets, during the hire period
- d) The Hirer must not allow any illegal activities to take place in or outside the Centre during the hire period
- e) Noise levels must be kept to an acceptable level at all times
- f) The Hastings District Council reserves the right at all times to use the Centre and its surroundings on any day for any public or civic function
- g) The Centre is available for hire between the hours of 9.00am and 11.00pm. Any application for hire outside of these hours may be given at the discretion of the Centre Manager
- h) The Hirer must ensure that no stiletto heeled shoes are worn on the main hall floor. Any damage incurred from stiletto heels may result in extra costs to the Hirer

2. Bookings

- a) A tentative booking can only be held for twenty one (21) days. If the booking is not confirmed by payment of the Bond within this time frame, the Hastings District Council reserves the right to cancel this booking
- b) While the tentative booking is in place, should we receive another application for the same date/time, we will contact the initial applicant and let them know they have forty eight (48) hours to confirm their booking by paying the Bond. If after forty eight (48) hours the bond has not been paid, the initial booking will be forfeited and the date/time slot given to the alternative applicant
- c) After a pencil booking has been confirmed as the result of another group wanting the same date, any subsequent cancellation of the booking will result in a loss of bond
- d) The Hirer must only use the area in the Centre that has been booked and confirmed
- e) The Hirer shall ensure that all persons have vacated the Centre by the end of the Hire period
- f) Set up and pack down times must be included in the hire period.
- g) The Hirer must adhere to the confirmed Hire period. Failure to do so will incur additional charges and possible cancellation of any future booking/s

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- h) Your booking times must be kept to and cannot be extended after the booking.
- i) If you are booking after hours, note that the foyer toilets are 'Public Toilets', so the public may wish to use these which is **not possible**. You are responsible to manage this as the foyer comes with the booking of the facility.
- j) The Flaxmere Community Centre is closed on Public holidays. On-going bookings which fall on Public Holidays may be made with the approval of the Centre Manager. Additional charges will apply.
- k) Hastings District Council reserves the right to have staff present at the Centre at the event at any time
- l) Regular user groups are able to make their regular bookings through the year

However the Centre Manager reserves the right to cancel a booking made by regular groups at any time, with as much notice as possible

- **Booking Procedure**

- Booking form completed and returned to the Centre.
- Booking is checked by the Booking Coordinator.
- Booking is paid for by Hirer.
- Booking is entered into the Booking Calendar and is deemed to be confirmed.

3. Payment

- a) Bond must be paid to secure the hire
- b) Payment for your booking must be made 24 hours prior to your booked time, unless prior arrangement has been made with management.
- c) Full refund of bond shall only be made if all Terms and Conditions of Hire are met. Should extra costs be incurred these will be taken from the bond payment at the discretion of the Manager. Should the cost be more than the bond payment, the extra charges will be the responsibility of the Hirer
- d) If there are no extra costs after the event, the bond will be paid by cheque to the name and address provided in the Hire Application Form
- e) Hastings District Council reserves the right to review fees and charges at any time
- f) Any change in charges will be notified by the Centre Manager with as much notice as possible
- g) The bond will only be refunded once the Centre Manager or delegate has made a full inspection of the hired area and is convinced it has been left in a satisfactory state. In the event that extra rubbish needs collecting, cleaning needs to be done or repairs made due to damage from the event, the Hire charges are payable:

- In full (payable to the Hastings District Council) ten (5) days prior to the booking date for all non-regular hirer's
- By the 20th of the following month for all invoices to regular/seasonal hirers

Failure to pay hire fees may lead to loss of bookings and the unavailability of the Centre for future bookings, until such time as hire fees are paid or arrangements have been made with Hastings District Council or Centre management. Hastings District Council shall not be responsible for any loss incurred as a result.

- **Methods of payment**

- Internet banking:

Particulars: FLAXMERE CC, Code: Booking name, Reference: Date(s)/Timeframe of hire.

- Cheque/Cash/EFTPOS: To be paid at time of booking and one week in advance for on-going bookings

- To be invoiced: Sent out on the 20th of the month

4. Additional charges

- a) Hastings District Council reserves the right to invoice the Hirer for any additional charges resulting from Hirer's use. In addition to the Venue Hire fee, the Hirer may be charged for:
- Any damage to the Centre caused during the hire period or through any breach of the Terms and Conditions in the Agreement
 - Any theft of the Hastings District Council property from the Centre during the hire period
 - Any extra cleaning, rubbish removal, equipment removal, repair or reinstatement of the Centre which Hastings District Council considers is required after the event. The Hirer will NOT be allowed access to re-clean the Centre
 - Any cost, losses or expenses that Hastings District Council incurs due to any breach of the Terms and Conditions outlined in this Agreement
 - Any unreturned key/s
 - Any unauthorised overstay, which will be charged at the prorated rate

5. Cleaning, rubbish and lock up

- a) The Hirer is responsible for ensuring that the hired space is left clean and ready for the next user. This includes wiping down benches, tables, stoves and sinks; removing all decorations, vacuuming and mopping of the floor.
- b) The Hirer is required to bring their own cleaning equipment and garbage bags for the rubbish
- c) The Hirer must remove all rubbish off site at the end of the event and must leave the Centre, including car parks and adjacent premises, in good, clean and tidy order

Additional charges will be incurred if rubbish is not removed off site

- d) The Hirer will NOT be allowed access to the Centre after their hire period to re-clean the venue. If a Special Clean is deemed necessary, this will be taken out of the Hirer's Bond
- e) A strict three-strike policy applies for cleaning and rubbish removal each Financial Year. A Hirer will receive a warning if it does not leave the hire space clean and ready for the next user. On the third occurrence warranting a warning, the Hirer will be removed from the Centre, any future bookings will be cancelled and the Hirer will not be allowed to book any Hastings District Council venues for the remainder of the Financial Year
- f) The Hirer must secure the Centre after the event, in particular:
 - Switch off all electrical appliances, lights, heaters and stoves
 - Ensure all windows and doors are secure

6. Furniture and Equipment

- a) Hirers are responsible for setting up, cleaning and packing away any furniture and equipment used during their hire period
- b) It is the Hirer's responsibility to ensure that all furniture brought in from external sources for an event, is removed by the end of the hire period. Failure to remove gear, inconveniencing other users may result in loss of part or all of the Bond
- c) If any equipment is to be stored within the Centre or its surrounds, prior approval must be sought from the Centre Manager
- d) The Centre has limited crockery and utensils for use when hiring the kitchen. It is the responsibility of the hirer to ensure that all items are left clean. Any damage, loss or extra cleaning will be charged to the Hirer
- e) Should the Hirer wish to provide seats or tables within the Centre, it will be necessary to ensure that all such furniture has adequate protection against damaging the floor

7. Cancellations

- a) Five (5) days' notice to the Centre Manager is required for all cancellations
- b) Failure to notify the Centre Manager of a cancelled booking will result in loss of the bond and may result in the hirer being subject to the full payment of the rental for total cancellations
- c) The Hastings District Council reserves the right to cancel any booking. The Hastings District Council will refund to the hirer any monies previously paid to Hastings District Council in relation to the booking, and will communicate the cancellation to the hirer at the earliest opportunity with reasons for the cancellation

8. Keys and Alarm System

- a) Keys will be issued if your hire period is outside normal business hours of 9.00am to 5.00pm, Monday to Friday
- b) The Hirer must return all keys to the Centre as soon as possible as directed by the Centre Manager

- c) Any key lost must be notified immediately to the Centre Manager. Lost keys will incur a \$100 penalty plus any further costs for replacing keys and/or locks
- d) Keys are only issued to the person who will be responsible for, and who will be present before, during and after the event
- e) Approved Hirers using the Centre outside normal office hours will be provided a 4 digit code to operate the alarm system
- f) Alarm activation resulting in the callout of security will incur a call-out fee by HSM Security and will either be charged to the Hirer responsible or deducted from the bond
- g) Users will be issued with centre keys and be responsible for locking the centre as they leave. Once the alarm has been set inside the building any cars left in the car park can be considered to not be associated with any activity at the Centre.
- h)

9. Introduction and Access to the Centre

- a) It is the Hirer's responsibility to make themselves familiar with the Centre, in particular
 - Cleaning requirements on completion of the hire period
 - Layout, available space and equipment provided
 - Fire Warden Duties, including
Emergency Evacuation Procedures:
 - Security and lock up procedures
 - The capacity of the Centre
 - Noise limits
- b) It is the Hirer's responsibility to be available at the agreed times to receive the key/s or be present at the Centre at the agreed time to receive access.

10. Liability

- a) The Hirer will protect Hastings District Council, its employees or agents against all claims, demands, losses, damages, cost and expenses arising from the Hirer's use of the Centre or any breach of this Agreement
- b) Hastings District Council is not responsible for the loss of, or damage to, any of the Hirer's property in or around the Centre. Any equipment/property left at the Centre is at the Hirer's own risk.
- c) Hastings District Council is not liable for any loss or expense that the Hirer incurs as a result of fire, flood, earthquake, failure or other event beyond the Council's reasonable control.

11. Insurance

- a) The Council does not undertake to arrange or maintain any insurance cover, property, contents or otherwise, for the Centre or the event to the benefit of the Hirer.

- b) The Hirer is responsible to arrange for, and maintain, any insurance cover they consider necessary and adequate. That includes any public liability insurance cover which is required for medium to high risk event to protect the Hirer against claims made by third parties for damage to people or assets.

12. Health and Safety

- a) It is the Hirer's responsibility to make themselves familiar with the Evacuation Procedure and to ensure that all emergency exits are clear and free of any obstacles.
- b) The Hirer is to appoint and instruct a Fire Warden for the event. This assigned Fire Warden must ensure that all emergency exits are checked prior to the event. This includes ensuring there is no interference with smoke detectors, fire extinguishers and emergency exits.
- c) In case of fire at the Centre, the Hirer must ensure the Evacuation Procedure is followed immediately and fire emergency response is notified.
- d) All bookings are required to have a Risk Management form filled out before keys can be given.
- e) False fire alarm activation by one of your guests will incur a \$1000 + GST charge from the NZ Fire Service. This charge will be passed on to you.

13. Alcohol, Smoking, Food and Merchandise

- a) Any Hirer wishing to sell food or merchandise will be required to obtain approval from the Centre Manager and any required permits must be obtained
- b) Any spillages must be mopped up at the time.
- c) Smoking in all areas (inside and outside) of the Centre is strictly prohibited
- d) No alcohol is to be consumed in or around the Centre

14. Miscellaneous matters

- a) The Hirer must take proper care of the Centre and ensure that no damage occurs
- b) The Hirer must not use nails, tacks, screws, pins or any other instrument that will cause damage to the walls, surfaces, furnishings, floors or ceiling
- c) No substances shall be deposited in toilets, sinks or drains that will cause blockage or damage.
- d) Ballroom powder, confetti or glitter is not permitted in the Centre.
- e) Toilet paper dispensers will be full at the start of each large event. Any extra paper required will be the responsibility of the Hirer.
- f) The behaviour of your guests is your responsibility. The cost of any damage incurred will be passed on to you or deducted from your bond.
- g) Any filming or taking of pictures for promotional or media purposes within the Centre must be with the permission of management.

15. COVID 19 Regulations

a) All COVID 19 rules and regulations will be followed according to Government guidance.

Failure to observe these Terms and Conditions of Hire will be taken seriously by Hastings District Council and may jeopardise future bookings.

Hastings District Council reserves the right to change or amend hire fees and Terms and Conditions whenever it is deemed necessary.

Please retain a copy of these Terms and Conditions of Hire for your reference ensuring that you are aware of the responsibilities of hiring the Centre

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RISK ASSESSMENT AND MANAGEMENT PLAN

For the Flaxmere Community Centre

EVENT/ACTIVITY:	
DATE:	

FACTORS: Identify any potential losses, accidents, injuries and any other form of damage, risks, and danger that may occur by selecting the relevant check boxes below. Use the blank check boxes to add factors not accounted for.

RISK REDUCTION STRATEGIES: Discuss the controls and actions you will take to reduce the likelihood of an undesired event based on your organisations health and safety policies and our hire agreement.

FACTORS	RISK REDUCTION STRATEGIES
PEOPLE: <input type="checkbox"/> Dehydration <input type="checkbox"/> Inappropriate attire <input type="checkbox"/> Possible medical emergencies <input type="checkbox"/> Unruly behaviour and entering areas of the facility in use by other groups <input type="checkbox"/> Children playing in the foyer bouncing and throwing objects against the walls and windows <input type="checkbox"/> Building access breach <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
EQUIPMENT: <input type="checkbox"/> Incorrect use of equipment <input type="checkbox"/> Theft or damage to facility equipment/building <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
ENVIRONMENT: <input type="checkbox"/> Trips/slips/falls <input type="checkbox"/> Room too hot or cold <input type="checkbox"/> Earthquakes/natural disaster <input type="checkbox"/> Fire <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

EMERGENCY MANAGEMENT PROCESS (Briefly outline your process for dealing with an emergency situation)

- _____
- _____
- _____
- _____
- _____

COMMUNICATION (list below the names and cell phone numbers of organisers and key staff/volunteers for your activity, you are required to have 2 contacts)

- _____
- _____
- _____

Completed by: _____

Date: _____

Our Flaxmere Community Centre is here for everyone. We work hard to try and provide a clean, comfortable and safe facility. Please treat us, our staff and other users with respect.

Nga mihi

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