

Selwyn Sports Centre

Foster Park Artificial Football and Hockey Turfs

Booking Request Form

Please complete all sections of the form below and allow 48 hours processing. Note all bookings are tentative until confirmed in writing by the Selwyn Sports Centre. Approval of your booking will be subject to availability in line with Council's Booking Allocation Hierarchy which is contained below in the enclosed Terms & Conditions of Artificial Turf Usage.

A bond (and subsequent refund of bond payments) may be applied to your event/booking and will be discussed with you prior to confirmation. The refund will be arranged after your event and is conditional upon the terms and conditions of the hire being met. We require payment in advance for functions and events.

Seasonal bookings will be invoiced monthly unless otherwise agreed in writing with Council.

Your booking will not be processed until you have returned the completed form and the signed Terms & Conditions of Artificial Turf Usage. Please return your completed and signed form to:

✉ sports_centre@selwyn.govt.nz

✉ Broadlands Drive, Rolleston

If you have any questions please contact 03 347 2888

Hire details

Hirer name/organisation: _____

Contact name: _____

Address: _____

Email: _____ Telephone: _____

Invoices to be sent to: *Include name, title, email address and phone number and any applicable purchase order numbers*

OR Casual and pay on arrival (please check if applicable) ☐

Artificial Turf Requested (tick as many as applicable):

- | | | |
|--|---|---|
| <input type="checkbox"/> Sand-dressed hockey (half turf) | <input type="checkbox"/> Water hockey (half turf) | <input type="checkbox"/> Water hockey (full turf) |
| <input type="checkbox"/> Football (half turf) | <input type="checkbox"/> Football (full turf) | |

Intended Activities/Reason for use:

- | | | |
|-----------------------------------|---------------------------------|---|
| <input type="checkbox"/> Football | <input type="checkbox"/> Hockey | <input type="checkbox"/> Other (please specify so we are able to determine if this is a permitted use). |
|-----------------------------------|---------------------------------|---|

Hire Type:

- | | | |
|---|--|--|
| <input type="checkbox"/> Casual Booking | <input type="checkbox"/> Recurring or Seasonal Booking for training or competition matches | <input type="checkbox"/> Event or Tournament Booking (one-off or non-seasonal) |
|---|--|--|

Hire Description (including number of people attending and staff/volunteers):

For one-off/casual or tournament/event hire

Start Date: _____ Start Time: _____
End Date: _____ End Time: _____

Recurring Hire:

Start Date: _____ Start Time: _____
End Date: _____ End Time: _____

Recurring Days:

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

Recurring Frequency:

☐ Weekly ☐ Fortnightly ☐ Monthly ☐ Other

Exceptions to Recurring Booking: (i.e. any dates you don't require across the season due to school holidays etc)

Space and Set Up Requirements

SPACE	TICK IF REQUIRED	SET UP NEEDED (i.e. junior or senior goals field set up)
Sand-dressed hockey turf		
Water hockey (half turf)		
Water hockey (full turf)		
Football (half turf)		
Football (full turf)		
Changing Rooms (please specify community or Premier and if you have a preference for which community changing rooms)		
Lights (additional charges may apply)		
Meeting Room (specific requirements to be discussed with SSC staff. Note additional charges apply to use of this room which is located inside SSC)		
Event Control (specific requirements to be discussed with SSC staff. Note additional charges apply to use of this room which is located inside SSC)		

Equipment requirements (additional costs may apply)

EQUIPMENT	TICK IF REQUIRED
Watering of Turfs pre-booking (hockey water turf only)	
Scoreboard	
Scoreboard I-Pad to operate	
Portable Sound System (additional charges may apply)	

Should you require additional equipment not currently included on this list, please contact the Selwyn Sports Centre to discuss.

Acknowledgement:

By signing below I acknowledge that I am authorised to sign for and on behalf of the Hirer named in this Booking Request Form. I confirm that the Hirer has been provided with a copy of the Selwyn District Council Terms & Conditions of Artificial Turf Usage and that the Hirer agrees to be bound by the terms and conditions contained therein. I confirm that the Hirer will keep a copy of the Terms & Conditions of Artificial Turf Usage for reference.

NAME

SIGNATURE

Terms and conditions of artificial turf usage

BACKGROUND

These Terms & Conditions apply to Selwyn District Council's Artificial Turfs.

DEFINITIONS

Artificial Turfs	The turfs located on Foster Park available for hire under these Terms & Conditions including the turf surface and surrounding pitch as demarked by Council-owned fences. These include a full-sized football turf, a full-sized water-base hockey turf, and a half-sized hockey turf.
Booking	The confirmed arrangement for the use of the Artificial Turfs.
Booking Allocation Hierarchy	The hierarchy set out in clause 3.
Booking Request Form	The form that a prospective hirer must use to submit an application is made to make a booking at the Artificial Turfs.
Business Day	A day on which banks are open for general banking business in Christchurch excluding Saturdays, Sundays and public holidays.
Casual Booking	A Booking that is considered either once-off or non-seasonal.
Council	Selwyn District Council.
Event Permit	An event permit applied for from Council that is required when holding an event in a public place.
Foster Park	The land upon which the Artificial Turfs are located and all surrounding lands within the boundary of the park known as Foster Park comprised in Section 1 Survey Office Plan 499096 and Record of Title 794434.
Hire Fees	The costs payable in consideration for the Hirer's Booking.
Hire Period	The time of the commencement of the Booking to the conclusion of the Booking inclusive.
Hirer	The person or organisation named as the Hirer on the Booking Request Form who will be responsible for the Booking.
Permitted Use	Limited to sports and recreational activities including training, competitions, skills sessions, tournaments and education.
Seasonal Booking	A Booking that encompasses multiple dates across an entire winter, summer or shoulder sports season.
Terms and Conditions	The terms and conditions contained in this document.

1. HIRE

- 1.1 Council grants the Hirer and the Hirer accepts access and use of the Artificial Turfs during the Hire Period on the Terms & Conditions contained herein.
- 1.2 The Hirer may use the Artificial Turfs only for the Permitted Use and for no other purpose whatsoever unless prior written consent is provided by Council.
- 1.3 The Hirer confirms that they are bound by the Terms & Conditions herein.

2. BOOKING REQUESTS & HIRE PERIOD

- 2.1 Subject to Council's discretion the Artificial Turfs are available to be hired seven (7) days per week between the hours of 7am and 10pm. No overnight stays are permitted.
- 2.2 Any person or organisation may request use of the Artificial Turfs by submitting a Booking Request Form in the format prescribed by Council. Council is responsible for administering the Booking Request Form, and approving and denying all requests. No Hirer shall be allowed to arrange any sub-hire of the Artificial Turfs.
- 2.3 If the Hirer requires the use of Council changing rooms or the scoreboard, this must be specified on the Booking Request Form.
- 2.4 Bookings are not confirmed until the Hirer has received written confirmation of the booking from the Council. Bookings for the Artificial Turfs are made subject to the Booking Allocation Hierarchy outlined in clause 3 below.
- 2.5 The Hirer may not enter the Artificial Turfs until the Hire Period and must conclude its occupation at the conclusion of the Hire Period. If the Hirer requires additional time beyond the Hire Period it will need to request this from the Council in advance and have the Booking amended accordingly. Additional time will only be approved if it does not interfere with other confirmed bookings.

- 2.6 The Hirer acknowledges that their preferred booking time may not always be available.
- 2.7 Council reserves the right to refuse bookings where it requires access to the Artificial Turfs to undertake repairs or maintenance work.

3. BOOKING ALLOCATION HIERARCHY

- 3.1 Council's Booking Allocation Hierarchy for usage of the Artificial Turfs is as follows:

Booking Allocation Hierarchy – Artificial Turfs

PRIORITY 1	Selwyn-based hockey and football clubs that can demonstrate a formal affiliation to the sport (such as Waikirikiri Hockey Incorporated (WKH) for the hockey turfs and Selwyn United Football Club Incorporated (SUFC) for the football turfs)
PRIORITY 2	Regional sports organisations (RSOs) of the Greater Christchurch/Selwyn area to facilitate regional competitions and tournaments – such as Canterbury Hockey Association (CHA) and Mainland Football (MF)
PRIORITY 3	Selwyn-based education providers of primary, secondary and tertiary level; Selwyn-based users making Casual Bookings; other Selwyn-based community groups and trusts, and/or community initiatives lead by Council's Community Services and Facilities team
PRIORITY 4	Other users including clubs and schools based outside of Selwyn; RSOs based outside of Selwyn; and commercial users

- 3.2 Allocations between clubs/organisations within each priority will be at Council's discretion.

4. CANCELLATION OF BOOKINGS

- 4.1 Council retains sole discretion to vary or cancel the Hirer's Booking at any time if required due to the following circumstances:
 - 4.1.1 Where the health and safety of participants using the Artificial Turfs is at risk due to an unforeseen hazard or force majeure.
 - 4.1.2 Where urgent maintenance or repairs of the Artificial Turfs or its associated equipment or infrastructure are required to be undertaken to ensure the health and safety of participants, or to ensure the Artificial Turfs meet their warranty requirements.
 - 4.1.3 Where a core business event or other event, which Council considers to take priority over the Hirer's Booking and where the overall capacity of Foster Park's amenities and services would be put under strain such that it would impact on the health and safety of participants. In this situation, Council will endeavour to provide the Hirer with adequate notice and will endeavour to work with the Hirer to find an appropriate alternative Hire Period.
 - 4.1.4 Where Council is required to temporarily close Foster Park or the relevant part of Foster Park for any reason in accordance with the Parks and Reserves Bylaw 2009 or variation or amendment thereof or any other statutory requirement.
- 4.2 In the event that Council is required to cancel a Booking in accordance with the circumstances noted in clause 4.1, Council will notify the Hirer via the contact information supplied by the Hirer on the Booking Request Form and will attempt to find an appropriate alternative space for use (for the avoidance of doubt, Council makes no guarantee that an appropriate alternative space will be available nor is Council under any obligation to provide an appropriate alternative space).
- 4.3 The Hirer hereby agrees to accept the decision of the Council and to be held to have consented to the cancellation. The Hirer has no claim at law or equity for any loss or damage caused by the cancellation.
- 4.4 In the event that Council cancels a Booking in accordance with the circumstances noted in clause 4.1 and an appropriate alternative space cannot be allocated:
 - 4.4.1 The full Hire Fee paid will be refunded by Council to the Hirer for Casual Bookings.
 - 4.4.2 A partial refund of the Hire Fee paid will be refunded by Council to the Hirer for Seasonal Bookings which shall be calculated at an apportioned rate which will reflect the amount of the Hire Period not completed due to the cancellation.
- 4.5 The Hirer is permitted to cancel a Booking if its Booking is not able to go ahead for any reason. Cancellations must be directed in writing to sportscentre@selwyn.govt.nz. However, in these circumstances, Council reserves the right at its sole discretion to retain fees paid, or if fees have not already been paid, to charge a cancellation fee of 100% of the Hire Fees if the Booking is cancelled within seven (7) days of the commencement of the Hire Period.

5. TERMINATION FOR BREACH OF TERMS & CONDITIONS

- 5.1 In the event that the Hirer or any persons associated with the Hirer commits a breach of one or more of the Terms & Conditions herein, Council may provide a written explanation of the breach to the Hirer via the contact information provided on the Booking Request Form. Council may require that the Hirer remedy the breach on terms Council sees fit. If the breach is not capable of remedy or the breach has already caused material damage, Council may terminate the Booking to be effective immediately and recover the costs associated with repairing the damage in accordance with clause 8.5.
- 5.2 Termination of the Booking as a result of a breach by the Hirer may result in the Hire Period ending prematurely. Council may refuse to allow any further use of the Artificial Turfs by the Hirer, whether confirmed or not.
- 5.3 Termination of the Booking as a result of a breach by the Hirer may also result in the Hirer incurring additional charges where these are required to rectify the breach.
- 5.4 Where a Booking is terminated as a result of a breach by the Hirer, there will be no refund of Hire Fees.

5.5 In the event that Council terminates the Booking effective immediately, the Hire is required to:

5.5.1 Cease using the Artificial Turfs; and

5.5.2 Vacate the Artificial Turfs and remove any items or equipment brought to the Artificial Turfs by the Hirer or associated persons.

6. USE OF ARTIFICIAL TURFS

6.1 The Hirer is authorised to use the Artificial Turfs for the Permitted Use only.

6.2 If requested by Council or an authorised officer, the Hirer will attend an induction at the Artificial Turfs prior to the commencement of the Hire Period.

6.3 During the Hire Period and as part of the Permitted Use the Hirer must:

6.3.1 Comply with any and all directions given by any staff member of Council.

6.3.2 Access the Artificial Turfs from the concrete paths around Foster Park to ensure that grass and dirt are not brought onto the Artificial Turf surfaces. Entry and exit of the Artificial Turfs must be via the designated entry and exit points only.

6.3.3 Not allow any animal onto the Artificial Turf surfaces unless the animal is a disability assistance dog required by a person and under that person's control.

6.3.4 Not allow any food or drink to be taken onto or consumed on the Artificial Turfs except for water.

6.3.5 Not allow any chewing gum to be taken onto or consumed on the Artificial Turfs.

6.3.6 Allow only participants, coaches and officials within the fenced area of the Artificial Turfs. Spectators must remain outside of the fenced area.

6.3.7 Ensure any sports equipment (such as flags or cones) required for the Permitted Use is cleaned of all foreign matter before being brought onto the Artificial Turf.

6.3.8 Allow only suitable footwear to be worn on the Artificial Turfs. It is the responsibility of the Hirer to understand what suitable footwear will constitute, but for example, this includes prohibiting the wearing of any sprigs, cleats or stiletto heeled shoes, or any footwear containing sharp objects such as school shoes with buckles or other metal markings.

6.3.9 Ensure that ancillary infrastructure of the Artificial Turfs, including the scoreboards and the dugouts, are used only for their intended purposes and that all guidelines for their usage and pack down is adhered to. Any digital content displayed on the scoreboards must be suitable, non-offensive, and specifically relevant to sport and recreation, to the satisfaction of a Council staff member.

6.3.10 Not allow any glass containers or bottles onto the Artificial Turfs.

6.3.11 Ensure that if any contamination is found on the Artificial Turfs (including but not limited to blood, vomit, faeces or other human or animal discharge or excretion, or any food or drink spillage) a Council staff member or authorised officer is notified immediately. The Hirer must not attempt remove such contamination from the Artificial Turfs, or attempt to clean the turf surface, without approval from the Council staff member or authorised officer.

6.3.12 Not use or allow use of any chemicals or cleaning agents on the Artificial Turfs surface for any reason without prior written approval from a Council staff member or authorised officer. The Hirer understands that using solvents or chemicals on the Artificial Turfs can irreparably damage the surface and void warranty conditions.

6.3.13 When utilising the full-turf to make two half-turf spaces, set it up in a way that aligns with high ball play to ensure stray balls do not cause injury to other users of Foster Park.

6.3.14 Not allow goals to be moved during the Hire Period without the assistance of Council staff or authorised officers, except where the personnel moving the goals is a member of WKH or SUFC and has attended an induction in accordance with clause 6.2. Specific requirements as to goal positioning or the need for staff assistance during the Hire Period must be noted in the Booking Request Form.

6.3.15 Not allow water cannons for the watering of the full-sized hockey Artificial Turf to be adjusted or altered by any user regardless of wind conditions or any other circumstances. In the event of adverse weather including high winds, the Council may direct at its discretion that watering be undertaken by hand-held hoses installed for this purpose. The Hirer agrees not to adjust water cannons or use hand-held hoses except where the personnel undertaking this has attended an induction in accordance with clause 6.2. Specific requirements as to the need for staff assistance with the watering system or hand-held hoses during the Hire Period must be noted in the Booking Request Form, including the need for assistance with additional watering requirements if applicable.

6.3.16 Not allow digital cameras or video cameras including mobile phones to be used in the changing rooms.

6.3.17 Ensure the Artificial Turfs are left how the User found them including ensuring all lockable spaces are locked and the lights are turned off.

6.3.18 Ensure the provisions in the Terms & Conditions regarding smoking and alcohol are strictly adhered to.

6.3.19 Not engage in any unlawful or illegal activities at the Artificial Turfs or on the Foster Park.

6.3.20 Notify Council of any damage, accident or defect at the Artificial Turfs or on Foster Park that arises during the Hire Period, as soon as reasonably practicable.

6.3.21 Not display any signage or advertising at the Artificial Turfs or Foster Park without Council's prior written consent.

6.3.22 Not in any way alter the Artificial Turfs or Foster Park or erect any improvements on the Artificial Turfs or Foster Park.

6.3.23 Keep the Artificial Turfs clean and free from damage.

6.3.24 Pay any costs required to make good any damage caused by the Hirer or persons under its control.

- 6.3.25 Report to Council any items found to be missing from the Artificial Turfs/Foster Park after the Hire Period whether or not as a result of an act or omissions by the Hirer or any persons under its control.
- 6.3.26 Not do anything or permit anything in or about the Artificial Turfs/Foster Park which is noxious, offensive, a visual or audible nuisance or an unjustifiable annoyance to other users of the Artificial Turfs/Foster Park.
- 6.4 Council may update and amend the rules of use of the Artificial Turfs/Foster Park at any time.

7. CLEANING AND RUBBISH

- 7.1 Subject to clause 7.2, the Hirer must leave the Artificial Turfs and surrounding areas in a clean and tidy state. This includes the removal of rubbish from the dugouts and shelters, including any lost property.
- 7.2 As detailed in clause 6.3, the Hirer must not remove blood, vomit or other human or animal contamination from the Artificial Turf surface, or attempt to clean the surface without approval from a Council staff member or authorised officer, who should be alerted immediately.
- 7.3 If the Hirer has used Council's changing rooms, these must also be left in a clean and tidy state. This may include mopping and washing if the Hirer has left the changing rooms in a state that is unusable or unsanitary for subsequent hirers/bookings.
- 7.4 Any cleaning or tidying required under this clause 7 must be completed within the Hire Period.
- 7.5 If the Hirer deems the cleanliness or quality of the changing room or toilets needs addressing at the commencement of the Hire Period, the Hirer is to notify a Council staff member as soon as possible.

8. FEES AND FINANCIAL RESPONSIBILITY

- 8.1 The Hirer must pay the Council the requisite Hire Fees for the use of the Artificial Turfs for the Hire Period.
- 8.2 Council has the sole discretion to vary the Hire Fees but Bookings will not be subject to Hire Fees variations once the Booking has been confirmed in writing by Council.
- 8.3 For Seasonal Bookings, Council will invoice the Hirer the Hire Fees for the use of the Artificial Turfs in accordance with the Booking. Invoices must be paid within twenty (20) Business Days of receipt of the invoice, unless other arrangements have been agreed in writing between Council and the Hirer. For Casual Bookings, payment may be requested in advance of the Hire Period as a condition of the Booking.
- 8.4 Council may, at its sole discretion, charge the Hirer a bond. If Council is satisfied that all Terms & Conditions are met then the bond will be refunded at the completion of the Hire Period, and will be paid back into the bank account nominated by the Hirer. If a bond is required, this rate is set at \$250 and will not incur any GST.
- 8.5 Additional fees may be charged to recover the full costs that may be incurred for the following reasons:
 - 8.5.1 Loss or damage to any part of the Artificial Turfs occurred during the Hire Period whether or not such loss or damage was intentional.
 - 8.5.2 Failure to secure any lockable space within the Artificial Turfs area or the gates of entry and exit of the Artificial Turfs at the conclusion of the Hire Period resulting in loss or damage.
 - 8.5.3 Failure to adequately tidy the Artificial Turfs and the surrounding Reserve, or clean and tidy the changing room facilities by the conclusion of the Hire Period.

9. SMOKEFREE OUTDOOR AREAS

- 9.1 Council encourages the community to refrain from smoking / vaping in public outdoor areas, specifically in playgrounds, parks and sports ground, and at all Council supported events.
- 9.2 The Hirer acknowledges that it is a specific requirement of the Artificial Turfs warranty that the smoke or vapour from cigarettes, vaping devices or any other tobacco product or related product does not come into contact with the Artificial Turfs surface. Smoking and/or vaping is also prohibited in the changing rooms, dugouts and grandstand areas adjacent to the Artificial Turfs. The Hirer shall ensure that no person for whom the Hirer is associated with in the course of the Booking shall smoke/vape any product of this nature on or within close proximity to the Artificial Turfs or in the changing rooms.
- 9.3 For the avoidance of doubt, the Hirer's failure to comply with this clause 9 will result in the Hirer's Booking being immediately terminated with no refund of Hire Fees.

10. ALCOHOL CONSUMPTION

- 10.1 The Hirer shall ensure that no person associated with the Hirer or its Booking will:
 - 10.1.1 Be intoxicated, noisy or riotous on Foster Park; or
 - 10.1.2 Consume any alcohol at the Artificial Turfs, Foster Park or associated areas, nor bring any alcohol onto the Artificial Turfs, Park or associated areas, including the changing rooms.

11. SUPERVISION OF CHILDREN

- 11.1 Children under the age of 10 associated with the Booking must be adequately supervised by someone older than 14 at all times.

12. NOISE

- 12.1 Noise must be kept to a reasonable level at all times. It is the responsibility of the Hirer to ascertain and comprehend noise restrictions under the District Plan and any relevant designation applying to Foster Park, as well as any other rules and restrictions regarding the level of noise that is acceptable during the Hire Period.
- 12.2 Hirers must respond to any requests by the Council or police to reduce noise levels. Failure to comply with a request may result in the Hirer being directed to vacate the facility and may result in termination of the Hirer's Booking.

13. USE OF LIGHTING

- 13.1 The use of Council-owned outdoor lighting is included and permitted as part of the Booking, provided that it is specified as a requirement at the time of the Booking Request.
- 13.2 The Hirer acknowledges that sports field lighting at the Artificial Turfs will be pre-set to illuminations allowable under the District Plan. The Hirer agrees not to alter the settings of the lights for its Booking unless prior written consent is provided by the Council.
- 13.3 The Hirer is aware that sports lighting must be turned off before 10.00pm every night. Any Hirer who makes a Booking Request after daylight hours must ensure they are familiar with how to turn the lighting off as the last Hirer each day is responsible for this unless an alternative process is arranged with Council staff. In the event that lighting is left on by a Hirer who has not indicated on their Booking Request Form that assistance was required, and as a result Council is required to respond to a call-out, then a call-out fee may be charged at Council's discretion to the Hirer deemed responsible under this provision.

14. USE OF WATER ON WATER-BASE HOCKEY TURF SURFACE

- 14.1 This clause 14 is only applicable to Bookings which require the use of the full-sized hockey Artificial Turf which contains a water-base surface.
- 14.2 The use of the Council-owned watering system is included and permitted as part of any Booking of the full-sized hockey Artificial Turf when that Booking is for the sport of hockey. Non-hockey bookings will not automatically include the use of the watering system.
- 14.3 The Hirer acknowledges that the watering system settings are pre-set by Council to provide the most effective watering of the Artificial Turf. Watering will be undertaken by Council staff prior to any Booking in accordance with manufacturer recommendations. The Hirer agrees not to alter the settings of the watering system or its associated cannons unless prior written consent is provided by the Council. The Hirer acknowledges that should they be found to have tampered with or altered the watering system in any way which contradicts clause 6.3.15 or any other provision of the Terms & Conditions, then the Council reserves the right to on-charge the Hirer for any and all costs incurred as a result of Council requiring contractors for remedial work, including any associated call-out fee/s.
- 14.4 The Hirer acknowledges that the watering system utilises the public potable water supply and as such usage shall be closely monitored. The manufacturer of the Artificial Turfs has provided Council with estimated volumes of reasonable water usage. In the event that the Hirer is found to be using amounts of water that are beyond the estimated reasonable water usage, then Council reserves the right to on-charge the Hirer for the costs associated with this.

15. OCCUPANCY NUMBERS

- 15.1 The Hirer will ensure that the occupancy numbers associated with its Booking do not exceed safety limits. The Hirer is responsible for checking the relevant safety limit for the time of the Hire Period.

16. EVENT PERMITS

- 16.1 If the Hirer intends to use the Artificial Turfs to host an event outside of usual sports trainings or competition matches, then the Hirer is responsible for ascertaining whether their event will require an Event Permit through Council. Queries regarding event permits can be directed to events@selwyn.govt.nz. If, after making enquiries, it is deemed that an Event Permit is required, then the Hirer is responsible for all costs associated with the Event Permit application including insurance (if applicable). The Hirer acknowledges and agrees that Event Permit applications may take up to six (6) weeks to process.

17. FIRE SAFETY

- 17.1 The Hirer must ensure they are familiar with the safe evacuation procedures of the Artificial Turfs in the event of a fire at the Artificial Turfs, Foster Park or at the adjacent Selwyn Sports Centre buildings.
- 17.2 In case of a fire, The Hirer should immediately evacuate all people to the designated area and call 111. The Hirer of the Artificial Turfs will be responsible for charges, if any, incurred as a result of any fire alarm at a call-out fee of \$1,000 plus GST, where a callout is during that Hirer's Hire Period and is as a result of any actions by that Hirer or any person associated with the Hirer.

18. SPONSORSHIP AND SIGNAGE

- 18.1 If a Hirer wishes to affix signage, banners or billboards to any area of the Artificial Turfs or Foster Park, the Hirer must first have written approval from Council. In choosing whether to grant its approval, Council must ensure that affixing signage would be compliant with the requirements of the District Plan, any statutory requirements, and any relevant Council bylaws and policies. The Hirer agrees to cover the costs of any application for consent required under the rules of the District Plan.
- 18.2 Council reserves the right to remove any signage or sponsorship material affixed by the Hirer to Council property without compensation if such material is found to be non-compliant.

19. HEALTH AND SAFETY & RISK MANAGEMENT

- 19.1 The Hirer must:
 - 19.1.1 Have, and be able to make available upon request by the Council, a health and safety plan specific to their use of the Artificial Turfs;
 - 19.1.2 Comply with its health and safety plan, any health and safety requirements of Council, and the Health and Safety at Work Act 2015, at all times. The Hirer must use best endeavours to minimise risks to the health and safety of all persons associating with the Booking;
 - 19.1.3 Notify Council immediately of any hazards that it observes or becomes aware of;

- 19.1.4 Notify Council immediately of any near miss or accident that occurs in association with the Hirer's Booking (such as any event that falls within the definition of a "notifiable event" under section 25 of the Health and Safety at Work Act 2015); and
- 19.1.5 Allow Council and its agents, contractors and employees to access the Artificial Turfs during the Hire Period to ensure that the Hirer and persons associated with it are complying with these health and safety obligations.
- 19.2 If Council is of the reasonable opinion that the Hirer is in breach of their health and safety obligations Council may (in writing or orally) immediately suspend the Hirer's Booking until such time as Council is satisfied that the health and safety obligations are being, or are able to be, complied with.

20. COUNCIL'S RIGHTS OF ENTRY

- 20.1 For the avoidance of doubt, Council can enter the Artificial Turfs during Hire Period to:
 - 20.1.1 Ascertain whether there has been any breach of these Terms & Conditions;
 - 20.1.2 Carry out works to the Artificial Turfs if it is deemed necessary for the purposes of health and safety at the Council's discretion; or
 - 20.1.3 Ensure Council's compliance with any law affecting the Artificial Turfs or any notice served by an authority for which the Hirer is not responsible under these Terms & Conditions, so long as Council uses reasonable efforts to minimise any undue disturbance to the Hirer's Permitted Use.

21. REFUSAL OF ADMISSION OR USE

- 21.1 Council may refuse admission to any person or require any person to leave the Artificial Turfs or its surrounds if, in the view of the Council staff member, that person is/has done one or more of the following:
 - 21.1.1 Polluted, damaged, or interfered with the Artificial Turfs or its surrounds.
 - 21.1.2 Defaced or disfigured any surface, structure or improvement.
 - 21.1.3 Failed to comply with any reasonable requests of any Council staff member or authorised personnel.
 - 21.1.4 Found to have in their possession or found to have consumed any illegal substance.
 - 21.1.5 Brought an animal onto the Artificial Turfs, except for a disability assist animal or dog under that person's control.
 - 21.1.6 Entered a restricted area or an area set apart for staff or authorised personnel without the approval of an authorised officer of Council.
 - 21.1.7 Behaved in a way that could interfere with or prevent another person's enjoyment of the Artificial Turfs.
 - 21.1.8 Been or is intoxicated, noisy or riotous.
 - 21.1.9 Breached any of the other Terms and Conditions.

22. INDEMNITY & INSURANCE

- 22.1 The Hirer agrees to use the Artificial Turfs entirely at its own risk.
- 22.2 The Hirer accepts responsibility for all actions for all persons under the Hirer's responsibility or control (which includes all of the Hirer's invitees, members and any and all persons or groups associated with the Booking).
- 22.3 The Hirer indemnifies Council for and releases Council from any liability arising as a result of the Hirer's Booking including all actions, suits, proceedings, claims or costs.
- 22.4 The Hirer is responsible for obtaining their own insurance for any of the Hirer's equipment or property being used by the Hirer for the purposes of, or in association with, their Booking. Council accepts no liability for the loss or damage to such equipment or property even if left secured in any storage areas provided by Council.

23. LOSS OR DAMAGE

- 23.1 The Hirer is responsible for the costs of rectifying any damage sustained to the Artificial Turfs and associated equipment or infrastructure, including but not limited to the turf surface, goals, dugouts/shelters, fencing, security cameras, scoreboards, switchboards, that occurs during the Hirer's Hire Period or as a result of the Booking. Council will arrange any required repairs and shall recover the associated costs from the Hirer.
- 23.2 In the event of damage occurring, the Hirer must notify the Council in writing within 24 hours of the Hirer becoming aware of such damage.

24. GENERAL

- 24.1 Amendments: No amendment to this agreement will be effective unless it is in writing and signed by the Parties.
- 24.2 Notices: Any notice given under this agreement shall be delivered in writing. A notice is deemed to be received: (a) if delivered personally, when delivered; (b) if posted, three working days after posting; or (c) if sent by email, upon production of a transmission report which indicates the email was sent in its entirety to the email address of the recipient.
- 24.3 No assignment: The Hirer may not assign or transfer any of its rights or obligations under these Terms & Conditions which apply to the Hirer, their employees, agents, contractors, guests and invitees and the Hirer is responsible for ensuring compliance by such persons with these Terms & Conditions.
- 24.4 Provision read down: If any provision of this agreement is illegal, invalid or unenforceable, that provision shall be read down to the extent necessary to make it legal, valid and enforceable.

- 24.5 No waiver: No failure or delay by Council in exercising any right, power or privilege under these Terms & Conditions will operate as a waiver, nor will any single or partial exercise of any right, power or privilege prevent any other or further exercise of that right, power or privilege.
- 24.6 Governing law: This agreement will be governed and construed in accordance with New Zealand law and the Hirer will submit to the jurisdiction of the courts of New Zealand for all purposes connected with these Terms & Conditions.
- 24.7 COVID-19: Access to the Artificial Turfs under these Terms & Conditions may be suspended upon a localised or nationwide Covid-19 (or other infectious disease/virus) lockdown or other restriction. Hirers will be expected to follow any Covid-19 requirements put in place by the Council and the regional or governing body of which the Hirer is affiliated. If the Hirer is not affiliated to another sporting body, the rules set out by Council will be used as a guide for Hirers along with any other government regulations and requirements.
- 24.8 Compliance: The Hirer must comply with all applicable regulations, bylaws, consents, these terms and conditions of hire and Council policies and procedures for use, occupation, safety and security.