

# Terms and Conditions for Hiring Council Owned Community Facilities — for staffed hires

## 1. USE OF FACILITY

- 1.1 The hirer is required to only use the facility for the purpose they have described on the booking form. The hirer is responsible for reviewing and familiarising themselves with the fire and emergency instructions and the facility's terms of use. If the fire and emergency instructions and the facility's terms of use are not displayed at the facility, the hirer shall request a copy from Selwyn District Council.

## 2. HOURS OF OPERATION

- 2.1 The facility is open 7 days per week, times subject to use and availability.
- 2.2 The hirer may not enter the facility until the time booked, and all functions must end at the completion of the booked period. Any use of additional time will be charged at the normal hourly rate. Additional time shall not interfere with other bookings and users.
- 2.3 The booking period must include setting up, packing down and cleaning of the facility.
- 2.4 All functions must finish by 12am with the facility cleaned and car park cleared by this time.
- 2.5 No overnight stays are permitted. From 1 September 2019, overnight stays may be permitted in exceptional circumstances. For further information please refer to the Accommodation Policy.

## 3. OCCUPANCY NUMBERS

- 3.1 The hirer will ensure that the occupancy numbers do not exceed safety limits. The hirer must check the relevant safety limit at the time the booking is confirmed.

## 4. FINANCIAL RESPONSIBILITY

- 4.1 The hirer will be personally responsible for the cost of hire and any additional charges payable in accordance with this hire agreement.
- 4.2 Additional charges may include commercial cleaning fees, rubbish collection fees and/or security guard/s or other items. These are charged at Selwyn District Council's discretion.
- \*Selwyn District Council reserves the right to on-charge price increases from third party suppliers. For example, if the commercial cleaning company or the security company increases their hourly fees the increase will be charged to the hirer.
- 4.3 Full pre-payment is required 7 days prior to your event start date. Without full pre-payment your event will not proceed.
- 4.4 The hirer is responsible for all costs incurred in connection with the collection of any unpaid costs or charges, including debt collector's fees, solicitor costs or charges.

## 5. BOND

- 5.1 A bond may be charged in addition to room hire. This amount will be confirmed by Selwyn District Council. This will be from \$250 and up to \$1000.
- 5.2 The bond will be used to cover any damages, loss of equipment or additional commercial cleaning that may be required as a result of the function.
- 5.3 The bond refund will be arranged after the event and is conditional upon the terms and conditions of the hire being met.
- 5.4 The bond will be paid back into the nominated bank account to be provided by the hirer.

## 6. SMOKE FREE ENVIRONMENT ACT (1990)

- 6.1 All Selwyn District Council buildings are smoke free. Smoking inside the facility is not permitted. This includes vaping.
- 6.2 The hirer must take all practical steps to ensure any smoking only occurs outside of the premises and away from any entrance/exit ways. This includes vaping.

## 7. ALCOHOL

7.1 There are restrictions around alcohol in Selwyn District Council venues, this includes ceremonial beverages such as kava.

7.2 For functions where alcohol is sold, the hirer shall be responsible for ensuring compliance with the provisions of the Sale and Supply of Alcohol Act 2012 by engaging a licensed caterer or by obtaining a **special licence**. Applications must be applied for within 20 working days of the date of the event. The processing of the Special Licence can take at least 20 working days from the date of application. The licence is applied for through Food and Health Standards PH: 03 - 365 - 1667. Proof of this licence is required before the event can commence.

7.3 A **special licence** or the engagement of a licensed caterer is also required for the following events:

- a. fundraisers or events where tickets are purchased, and a complimentary glass of bubbles or bottle of beer is served during the fundraiser or event;
- b. association events where alcohol is served free, but only subscription-paying members are allowed to attend;
- c. evenings where attendees reimburse the organisation or group for the cost of any alcohol consumed;
- d. events where attendees are expected or encouraged in any way to donate to a cause and alcohol is served free at the event; and
- e. events where alcohol is sold – even if no profits are made from the sale.

7.4 There are significant penalties for not complying with the Sale and Supply of Alcohol Act 2012. In particular it is an offence to sell alcohol without a license. There is a very wide definition of what amounts to selling alcohol in the legislation. It is a specific term of this agreement that no alcohol is sold on the premises without an alcohol license in place.

7.5 'Bring your own (BYO) alcohol' to Council owned premises is not permitted. Events where organisers supply and control the consumption of alcohol is permitted, provided that the primary purpose of the event is not the consumption of alcohol. Therefore, organisers must have someone on site and present for the duration of the hire that is not drinking alcohol, and is working as, or under the guidance of a:

- (a) Special licence, or;
- (b) Licenced caterer, or;
- (c) Certified manager, or;
- (d) Suitably trained and responsible person

Supplying **and** controlling the consumption of alcohol requires the hirer to:

- (a) Not supply alcohol to minors
- (b) Closely monitor intoxication levels
- (c) Not supply alcohol to intoxicated persons
- (d) Display signage in accordance with the Act, which includes:
  - 'No ID, No Service, No Exceptions'
  - 'Alcohol will not be served to minors'
  - An option of safe alternate transport options available (e.g. 'Can we call you a taxi')
  - 'Free Water Here'
  - 'Alcohol will not be served to anyone who is intoxicated'.
- (e) Provide and promote a range of food options other than potato chips and peanuts (i.e. savouries and finger-type foods)
- (f) Provision of water at the bar and on the tables
- (g) Provide and promote low alcohol and non-alcoholic drinks

There are no exceptions to this.

7.6 Council reserves the right to require security services at any event/function involving alcohol at the expense of the hirer.

## **8. FIRE SAFETY**

- 8.1 The hirer must ensure they are familiar with the alarm system and safe evacuation of the venue in the event of a fire or alarm.
- 8.2 The Duty Manager as Chief Warden requires at least one representative of the hire group to be nominated as a Deputy Fire Warden. The hirer will inform the Venues and Events Coordinator of any attendees which may require assistance to evacuate (i.e., hearing impaired, disability, third trimester pregnancy)
- 8.3 In case of fire, immediately evacuate all guests to the designated area and call 111. The hirer will be responsible for the cost (if any) of charges incurred as a result of a fire alarm.
- 8.4 In the event of a false alarm activation the hirer may be required to pay the call out fee, this is from \$1000.

## **9. TABLES AND SEATING**

- 9.1 The hirer is responsible for setting up tables and seating unless prior arrangements have been made with staff. Set up and pack down charges would apply.
- 9.2 All tables and chairs are to be packed away by the hirer at the end of the booking.

## **10. SUPERVISION OF CHILDREN**

- 10.1 Children must be supervised at all times.

## **11. USE OF APPLIANCES**

- 11.1 The power system will allow for normal usage of appliances.
- 11.2 Overloading with multiple appliances may cause disruption of power supply and possible damage. Any damage incurred will be on charged to the hirer.
- 11.3 Please ensure all appliances have current Test and Tag certification attached.

## **12. NOISE**

- 12.1 Noise must be kept to a moderate level at all times.
- 12.2 The District Plan places restrictions on the levels of noise that are acceptable during the day and night. At night a level of 35dBA L10 applies between 8pm and 7.30am.
- 12.3 Hirers must respond to any requests by the Selwyn District Council staff or police to reduce noise levels if requested. Failure to comply with a request will result in the hirer being directed to vacate the facility and may result in the hirer losing their bond.

## **13. CANCELLATION OF BOOKING**

- 13.1 If the hirer cancels its booking the bond will be retained by Selwyn District Council unless otherwise agreed in writing.
- 13.2 If the Hirer cancels the event, Selwyn District Council reserves the right to retain the bond (if any) and charge a cancellation fee.

Notice of 61 Days or more: No fee

Notice of 60–31 Days: 25% of the Hire Charge is payable

Notice of 30–15 Days: 50% of the Hire Charge is payable

Notice of 14–8 Days: 75% of the Hire Charge is payable

Notice of 7 Days or less: 100% of the Hire Charge is payable

- 13.3 Selwyn District Council may cancel the hirer's booking if:

- (a) Selwyn District Council reasonably considers that the purpose for which the facility is hired is inappropriate or that the management or control of the event/and or behaviour of the attendees is such that it could lead to damage to the facilities: or
- (b) the Hirer has breached any of the provision of the terms and conditions of hire including but not limited to any failure to pay the costs of hire or any other charges invoiced to the hirer in accordance to these terms and conditions.

## **14. REFUSAL OF ADMISSION**

14.1 The Venues and Events Coordinator may refuse admission to any person or require any person to leave the premises if, in the opinion of the Duty Manager a person:

- (a) is severely affected by drugs or alcohol; or
- (b) is behaving in an indecent or disorderly manner; or
- (c) is offensive to any other person (including facility staff); or
- (d) willfully damages or destroys any part of the premises or any plant and equipment;
- (e) is a risk to the safety of others, the safety of the premises or any property within the premises; or
- (f) fails or refuses to comply with any lawful request of the Centre staff.

## **15. RISK MANAGEMENT**

15.1 Selwyn District Council is responsible for providing a safe and operational facility for users, however users must report any incidents, accidents or hazards immediately to the Duty Manager on site.

15.2 It is the responsibility of the hirer to:

- (a) ensure that appropriate risk management issues have been considered;
- (b) properly manage and conduct the use of the facilities and the performance and observance of the hirer's obligations under these terms and conditions of hire;
- (c) take all reasonably practical steps to ensure that all persons using the agreed facilities and equipment for which the hirer is responsible behave in an appropriate manner and to ensure the safety of persons and property and preservation of order in and around the facility;
- (d) assure the safety of and be responsible for all activities, demonstrations, displays, promotions, equipment and conduct of the hirer's staff and personnel; and
- (e) provide a first aid kit.

## **16. LOSS OR DAMAGE**

16.1 The hirer is responsible for the costs of rectifying any damage sustained to the facility or its contents that occurs while using this facility, including any damage caused by persons attending the hirer's event.

16.2 In the event of damage occurring, the hirer must notify the key holder within 24 hours of the damage occurring.

16.3 Where damage could obstruct other users and leaves the facility in a dangerous state Selwyn District Council reserves the right to hire contractors to repair damage and claim associated costs from the hirer.

16.4 The hirer is responsible for any items found to be missing from the facility.

16.5 Selwyn District Council accepts no responsibility for loss or damage to any property of the hirer or any invited guest which may be brought to the facility, whether within or outside the premises, and does not provide insurance cover for such property, including property left secured in any storage areas that may be provided.

## **17. LIABILITY**

17.1 Selwyn District Council is absolved from any liability that the hirer is legally liable for. The user indemnifies Selwyn District Council from all actions, suits, proceedings, claims, costs and demands which may be made or brought against the Selwyn District Council including legal fees and costs incurred by reason of the permission granted to the hirer and including, neglect or default of the hirer's agents, employees or sub-contractors for which the hirer is legally liable.

## **18. BREACH OF CONDITIONS**

18.1 Any breach of these terms and conditions may result in:

- (a) closure of facility;
- (b) refusal to accept further bookings; and / or
- (c) extra charges being incurred.

18.2 When a hirer is asked to vacate the facility as a result of breach of these conditions, there will be no refund of hire fees.

## **19. CLEANING AND RUBBISH**

19.1 The hirer must leave the facility in a clean and tidy state.

19.2 Floors must be swept before leaving and mopped if necessary.

19.3 At the end of the Hire Period the Hirer must remove all rubbish off site, and must leave the Venue, including car parks and adjacent areas, in good, clean and tidy order. Additional charges will be incurred if rubbish is not removed off site. Removal of rubbish can be prearranged for an additional cost with your Booking Coordinator.

19.4 Toilets are to be left clean and tidy unless prior arrangement has been made to pay for a commercial clean.

19.5 The hirer must ensure that the toilets, sinks and drains will be used for their designed purposes only and no substance or matter will be deposited in them which could damage or block them.

19.6 The cleaning is to be completed within the period booked.

19.7 The hirer must remove all extra rubbish from the facility after hire – this includes the removal of rubbish from the car park area.

19.8 The hirer will be liable for any additional cleaning costs if extra cleaning is required. This will be charged at Selwyn District Council's discretion post event.

19.9 If the hirer has hired the facility for an event that involves food or alcohol Selwyn District Council reserves the right to have the venue and floor cleaned by a commercial cleaner at the hirer's expense.

## **20. GENERAL**

20.1 The hirer must comply with all applicable regulations, bylaws, consents, these terms and conditions of hire and Selwyn District Council policies and procedures for use, occupation, safety and security of the facility.

20.2 The hirer cannot transfer any of their rights or obligations under these conditions of hire.

20.3 These conditions of hire 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 and conditions.

## **21. CHECKLIST**

21.1 The Hirer must complete the Booking Form attached to these terms and conditions and return it to the booking contact person. If this is not returned or items are not checked-off the event may not proceed and the Hirer may be refused future hires.

21.2 If there are any items that require repair please inform the booking secretary immediately.

## **22. HIRE CONTRACT**

22.1 This contract must be signed by a person 21 years of age or over and returned to the Selwyn District Council no less than 14 days prior to the event start date.

## **23. FOOD TRUCKS**

23.1 Food truck/s may be permitted to be onsite for your event. Please confirm with your booking coordinator for approved locations and information on any additional costs or restrictions. Current food registration and verification permits are required.

## 24. INFLATABLES

24.1 The use of inflatables (eg bouncy castles) are strictly regulated. The set up, operation and pack down of these must comply with Worksafe regulations. If these do not comply, then they cannot be used. The use of inflatables outside, including in car parks may require a resource consent.

## 25. FLOOR PLANS

25.1 Floor plans are required for all exhibitions, special events such as ticketed events, registration builds and entrance features, or upon request from Selwyn District Council. A template floor plan of the hired room/s is available from your Bookings Coordinator. In these cases, an approved Floor Plan of your event is required 15 working days prior to your event start date. Entrance ways, fire egresses and fire exits must be kept clear. Selwyn District Council reserves the right to alter set ups on the event day to comply with Health and Safety requirements.

## 27. HAZARDOUS MATERIAL

27.1 No gas, hazardous, odorous or smoldering material, or naked flames are permitted on site.

## 28. RUNSHEET

28.1 Depending on the size or requirements of your event, a run sheet may be required on request from Selwyn District Council. If requested, this is to be provided no less than 14 days prior to the event start date.

## 29. PUBLIC HOLIDAYS

29.1 Selwyn District Council reserves the right to add a 25% surcharge to any labour costs for events held on a Public Holiday. It may also pass on increased hire costs of equipment to Hirers if these costs are increased due to a Public Holiday.

### A Deputy Fire Warden must be nominated on this form:

DEPUTY FIRE WARDEN .....

As signatory of this agreement by signing the following you agree to the conditions set out in the document and ensure all conditions are abided to by all the users that will be using the facility. Facility hire will not be confirmed until this agreement has been signed and returned.

If you have an inflatable device for your event (e.g bouncy castle) it needs to comply with Worksafe standards.

☐ Tick here to confirm that it complies.

### Signed on behalf of hirer

Signed ..... Name ..... Date .....

## POST BOOKING FINAL CHECKLIST

- All rubbish removed (refer 19.3) or have pre-arranged for rubbish removal by Selwyn District Council. (Additional cost applies).
- All equipment put away
- All exit doors clear
- All lights and heaters off
- All kitchen areas are left clean including ovens and benchtops
- All toilet areas and basins are clean
- All floors swept, vacuumed and mopped

Both parties have agreed the facility has been left in a tidy and clean condition. Checklist completed by:

Hirer.....

Duty Manager .....

Date .....