Terms and Conditions for Hiring Council Owned Community Facilities

These Terms are important as they, together with Facility Hire Booking Form, and our Privacy Policy, set out the legal terms on which you can use our facilities.

1. USE OF FACILITY

1.1 The hirer is required to only use the facility for the purpose they have described in 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. You must follow the fire and emergency instructions and the facility's terms of use displayed at the facility.

1.2 In these Terms "Community Booking": applies to non-profit groups whose activities are open to the public and directly benefit the local community. This includes local schools, faith groups, and community-focused events. The rate is not available for bookings involving commercial activities or for private gain. Eligibility for the Community Rate is determined at the discretion of the Selwyn District Council. Proof of non-profit status or community benefit may be required. ; and

"Standard Booking" applies to all other bookings that do not qualify as a Community Booking, including private or commercial events.

1.3 These Terms apply to bookings (i) where there will be Selwyn District Council staff on site for the facility ("Staffed Hires") and (ii) where there will be no Selwyn District Council staff on site for the facility ("Unstaffed Hires").

2. HOURS OF OPERATION

2.1 The facility is generally available throughout the week, with opening times subject to booking schedules and availability.

2.2 The hirer may only enter the facility from the start of the booked time, and all events must conclude within the booked period. Any additional time is subject to availability, must not interfere with other bookings and users and must be approved by staff in advance. Any time used beyond the booked period will be charged at the normal hourly rate.

2.3 The booking period must include setting up, packing down and cleaning of the facility.

2.4 All events must finish by 12am with the facility cleaned and car park cleared by this time.

2.5 Overnight stays may be permitted in exceptional circumstances as approved in writing by the Selwyn District Council.

3. OCCUPANCY NUMBERS

3.1 The hirer will ensure that the occupancy numbers do not (i) materially exceed the approximate number of attendees informed in the Booking Form, and (ii) under no circumstance exceed safety limits.

4. FINANCIAL RESPONSIBILITY

4.1 The hirer will be personally responsible for the cost of hire and any additional charges payable in accordance with these Terms.

4.2 Additional charges may include commercial cleaning fees, damage to the facility, rubbish collection fees and/or security guard/s or other items, as communicated to you by the Selwyn District Council. 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 payment in advance is required no less than 14 days prior to your event start date. Without full payment in advance, your booking is not confirmed, and the 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 will be charged in addition to facility hire. This amount will be confirmed in the quote by Selwyn District Council. This will be from $250 and up to $1000.

5.2 The bond will be used to cover any damages, cancellations (without limiting any total cancellation fee payable under clause 13), loss of equipment or additional commercial cleaning that may be required as a result of your event.

5.3 The bond refund will be arranged after the event and is conditional upon these Terms being met.

5.4 The bond will be repaid back to the original payment method provided by the hirer.

5.5 Additional charges may apply if costs exceed bond payment.

6. SMOKE FREE ENVIRONMENT ACT (1990)

6.1 All Selwyn District Council facilities 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 facility and away from any entrance/exit ways. This includes vaping.

7. ALCOHOL

7.1 Alcohol, as defined by the Sale and Supply of Alcohol Act 2012, is not permitted at Selwyn District Council facilities unless prior approval has been granted by Council. For the purposes of these Terms and Conditions, ceremonial beverages such as kava are also included within this restriction.

7.2 Where alcohol is proposed, the hirer must complete the required Alcohol Event Details Form. If approval is granted, the hirer must also complete a Host Responsibility Form and comply with all conditions set by Council.

7.3 A Special Licence or engagement of a licensed caterer is required where alcohol is:

a. sold (including cash bar or otherwise);

b. supplied at a public event;

c. included in a ticket price, fundraising activity, or entry fee; or

d. otherwise required under the Sale and Supply of Alcohol Act 2012.

Proof of a valid licence must be provided prior to the event.

7.4 BYO alcohol is only permitted for private, invitation-only events where prior written approval has been granted by Council. Where approved:

a. a nominated Responsible Person, aged 18 years or over, must be present for the duration of the event and must remain sober at all times while alcohol is being consumed by guests and/or other attendees;

b. the Responsible Person must oversee the safe and responsible consumption of alcohol and ensure compliance with all conditions of approval;

c. alcohol consumption must be managed in a controlled manner and must not result in intoxication, disorderly behaviour, or nuisance to others.

7.5 The hirer and Responsible Person are responsible for ensuring compliance with the Sale and Supply of Alcohol Act 2012 and all conditions of approval. The hirer may be held liable for any damage, costs, or consequences arising from non-compliance.

7.6 Council may impose conditions on any event involving alcohol, including but not limited to:

a. restrictions on alcohol type or duration of service;

b. requirement for security personnel;

c. requirement for a licensed caterer or professional bar service;

d. limits on attendance or event duration;

e. additional bond requirements.

7.7 Council reserves the right to decline any request involving alcohol where risks cannot be reasonably mitigated.

7.8 All information provided in the Alcohol Event Details Form and any conditions of approval form part of these terms and conditions.

8. FIRE SAFETY

8.1 The hirer must ensure they are familiar with the alarm system and safe evacuation of the facility in the event of a fire or alarm.

8.2 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 caused by their event.

8.3 In the event of a false alarm activation the hirer will be required to pay the call out fee, this is from $1,000.

8.4. This section 8.4 applies to Staffed Hires only.

8.4 At Staffed Hires the Duty Manager acts as the Chief Warden and requires at least one representative of the hire group to be nominated as a Deputy Fire Warden. The representative is responsible for informing Selwyn District Council Staff of and assisting any attendees which may require assistance to evacuate (i.e., hearing impaired, disability, advanced pregnancy).

8.5. This section 8.5 applies to Unstaffed Hires only.

8.5 At Unstaffed Hires, one representative of the hire group must be nominated as the Fire Warden. If alcohol is present at the event, the nominated fire warden must not be drinking. This person must ensure: (a) that all means of escape are clear at all times; and (b) they are familiar with the fire alarm system and safe evacuation of the facility in the event of a fire or alarm.

9. TABLES AND SEATING

9.1 The hirer is responsible for setting up tables and seating unless prior arrangements have been made with Selwyn District Council staff. Set up and pack down charges applies.

9.2 All tables and chairs must be packed away by the hirer at the end of the booking.

10. SUPERVISION OF CHILDREN

10.1 Children under 14 years of age must be supervised at all times.

11. USE OF APPLIANCES

11.1 The power system will allow for reasonable usage of appliances.

11.2 Overloading with multiple appliances may cause disruption of power supply and possible damage. Any damage incurred by us and third parties 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 and you must comply with District Plan restrictions.

12.3 Hirers must respond to any requests by the Selwyn District Council staff or police to reduce noise levels. 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 the event, Selwyn District Council will charge a cancellation fee as follows:

Notice of 31 days or more before the event date: No cancellation fee

Notice of 30–15 days before the event date: 50% of the Hire Charge is payable as a cancellation fee

Notice of 14–8 days before the event date: 75% of the Hire Charge is payable as a cancellation fee

Notice of 7 days or less before the event date: 100% of the Hire Charge is payable as a cancellation fee

"Hire Charge" is calculated based on the total charges set out in the quote provided to you. Selwyn District Council reserves the right to retain the bond as payment towards the cancellation fee (without limiting the total cancellation fee payable under this clause).

13.2 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) hirer has breached any of the provision of these Terms, including, but not limited to, any failure to pay the costs of hire or any other charges invoiced to the hirer in accordance with these Terms.

14. REFUSAL OF ADMISSION

14.1 Selwyn District Council staff may refuse admission to any person or require any person to leave the premises if, in the opinion of Selwyn District Council staff 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) wilfully damages or destroys any part of the facilities, including equipment;

(e) is a risk to the safety of others, the safety of the facility or any property within the facility; or

(f) fails or refuses to comply with any lawful request of Selwyn District Council staff.

15. RISK MANAGEMENT

15.1 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;

(c) take all reasonably practical steps to ensure that all persons using the 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.

15.2 This section 15.2 applies to Staffed Hires only.

15.2 Hirers must report any incidents, accidents or hazards immediately to the Duty Manager on site.

15.3 This section 15.3 applies to Unstaffed Hires only.

15.3 Hirers must report in writing any incidents, accidents or hazards as soon as feasible to the Booking Administrator.

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 Selwyn District Council 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 facility, 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 Use of the facilities is entirely at your own risk. Without limiting your rights under applicable law, neither Selwyn District Council nor any of its staff, employees or contractors are liable for any loss, damage or physical or mental injury arising out of or in connection with your use of the facilities except to the extent that we have caused or contributed to such loss or damage.

17.2 The hirer 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, contractors or sub-contractors for which the hirer is liable. This indemnity survives the termination or cancellation of these Terms.

17.3 To the maximum extent permitted by law, in the event Selwyn District Council is liable to you for any reason, our liability to you is limited to a maximum amount equal to the fees paid or payable to us under these Terms.

18. BREACH OF CONDITIONS

18.1 Any breach of these Terms may result in:

(a) closure of facility during your event;

(b) refusal to accept further bookings from the hirer; and / or

(c) extra charges being incurred by the hirer.

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

19. CLEANING AND RUBBISH

19.1 The hirer must leave the facility including car parks and adjacent areas in a clean and tidy state.

19.2 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.

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

19.4 This section 19.4 applies to Staffed Hires only:

19.4(a) The hirer will be advised of and be liable for any charges associated with the cleaning of the facility.

19.4(b) At the end of the hire period the hirer must place rubbish in the bins allocated for the event as advised by Selwyn District Council. If the hirer produces additional rubbish than has been allowed for as part of the booking, the hirer must either remove the additional rubbish off site or will be liable for the cost of removal of that rubbish (which may be prearranged at time of booking for an additional cost).

19.5 This section 19.5 applies to Unstaffed Hires only:

19.5(a) Each facility provides cleaning products and equipment.

19.5(b) Each facility has a schedule of the required post-hire cleaning, written on a laminated card and displayed in a prominent position. The hirer is responsible for completing all post-hire cleaning requirements unless prior arrangement has been made to pay for a commercial clean (in which case the hirer will be liable for the cost of the commercial clean).

19.5(c) The cleaning is to be completed within the period booked. If Selwyn District Council determines commercial cleaning is required after the booking period ends the hirer will be liable for any additional cleaning costs.

19.5(d) At the end of the hire period the hirer must remove all rubbish off site (which includes removing rubbish from car parks and adjacent areas). If rubbish is not removed offsite, the hirer will be liable for all charges associated with the removal of rubbish.

20. GENERAL

20.1 The hirer must comply with all applicable regulations, bylaws, consents, these Terms and Selwyn District Council's 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 Terms.

20.3 We may transfer any of our rights or obligations under these Terms upon written notification to you.

20.4 These Terms 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.

21. CHECKLIST

21.1 The hirer must complete the Checklist attached to these Terms no longer than one day after the event and return the checklist to the Booking Administrator. If this is not returned or items are not checked-off, the hirer might be issued a warning letter. The hirer will be refused any future hire in the event of a hirer receiving a letter of non-compliance.

21.2 If there are any items that require repair please inform the Booking Administrator immediately.

22. COMMUNICATION

22.1 We communicate with you in relation to your booking via email, phone call and /or text messages.

23. FOOD TRUCKS

23.1 Food trucks are only allowed if approved in advance by Selwyn District Council in writing. Please check with Selwyn District Council's Booking Administrator for approved food truck locations and information on additional costs and restrictions. Current food registration and verification permits are required.

24. INFLATABLES

24.1 The use of inflatables (eg bouncy castles) is strictly regulated. The set up, operation and pack down of these must comply with Worksafe regulations and any other requirement set out in the Booking Form. 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 facility is available from your Booking Administrator. 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.

26. HAZARDOUS MATERIAL

26.1 No hazardous material, including gas, hazardous, odorous or smouldering material, or naked flames are permitted on the facility.

27. RUNSHEET

27.1 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.

28. PUBLIC HOLIDAYS

28.1 Selwyn District Council may apply a 25% surcharge for any events held on a Public Holiday. If equipment hire costs increase due to the Public Holiday, these extra costs will be passed on to the hirer.

29. PRIVACY

29.1 We are committed to the privacy, confidentiality, and security of personal information entrusted to us. Please review our current Privacy Policy, which also governs your booking and is incorporated by reference into these Terms, to understand our practices.

29.2 CCTV may be in place and operational at the facilities for safety reasons.

30. VARIATIONS TO THESE TERMS

30.1 We may amend or change these Terms from time to time. You will be notified of any such changes via email.

31. FACILITY KEY (UNSTAFFED HIRES)

31.1 This section 31 applies to Unstaffed Hires only.

31.1(a) If the hirer fails to return the key to the lockbox or agreed location, a $60 key replacement fee will be charged.

32. FIRE WARDEN

32.1 (Staffed hires): A Deputy Fire Warden must be nominated on this form.

DEPUTY FIRE WARDEN _____

32.2 (Unstaffed hires): The Fire Warden must be nominated on this form.

FIRE WARDEN _____

Acceptance of Terms

As signatory of these Terms by signing the following you agree to the terms and conditions set out in the document and ensure all conditions are abided to by all those who will be using the facility. Facility hire will not be confirmed until these Terms have been signed and returned to us.

Signed by the hirer

Signed _____ Name _____ Date _____

POST EVENT CHECKLIST FOR STAFFED HIRES

- All rubbish placed in allocated bins (refer 19.4(b)). Excess rubbish removed off-site or pre-arranged with SDC (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 _____

Selwyn District Council Representative _____

Date _____

POST EVENT CHECKLIST FOR UNSTAFFED HIRES

- All rubbish removed off-site (refer 19.5(d)) or have pre-arranged for rubbish removal by Selwyn District Council. (Additional cost applies).
- All equipment put away
- All exit doors clear
- All doors securely closed
- All lights and heaters off
- Cleaning complies with the schedule for the relevant facility
- All kitchen areas are left clean including ovens and benchtops
- All toilet areas and basins are clean
- All floors swept, vacuumed and mopped The facility has been left in a tidy and clean condition. Checklist completed by:

Hirer _____

Date _____