

COMMUNITY CENTRE MANAGEMENT AGREEMENT (Version 5.2)

SCHEDULE 4 HIRE TERMS AND CONDITIONS

Auckland Council Community Centres

Definitions

- 1) In this Agreement, unless the context otherwise requires:
- a) **Agreement** means the agreement between the Provider and the Hirer in regards to the Event and Community Venue and includes these terms and conditions, any booking form (paper or electronic) and any confirmation letters/emails from the Provider;
 - b) **Community Venue** means the venue and its facilities identified in the booking form (paper or electronic) that forms part of this Agreement;
 - c) **Event** means the purpose for which the Community Venue is hired as described in the booking form (paper or electronic) that forms part of this Agreement;
 - d) **Venue Hire Fee** is the fee charged for use of the Community Venue for the Event;
 - e) **Hirer** means the person(s) or legal entity named as the Hirer in the booking form (paper or electronic) that forms part of this in this Agreement;
 - f) **Hire Period** is the agreed time for which the Community Venue is hired and includes any set-up and pack-down time and cleaning time after the Event; and
 - g) **Provider** means the manager of the Community Venue.

General use of the Community Venue

- 2) The Provider agrees to allow the Hirer to use the Community Venue for the Event during the Hire Period and the Hirer agrees to pay the Provider the Venue Hire Fee subject to this Agreement.
- 3) The Provider reserves the right to be present at the Community Venue at any time during the Hire Period. Notwithstanding any other provision contained in this Agreement, the Provider may refuse admission to any person or require any person attending the Event to leave the Community Venue at the sole discretion of the Provider.
- 4) The Hirer must ensure that noise levels are kept to an acceptable level at all times. Failure to reduce noise levels at the request of Provider, Auckland Council or the police will result in the Event being stopped.
- 5) The Hirer must not use recorded music, or allow the performance of live music, at the Community Venue, unless the Hirer has obtained the required licence(s) prior to the Hire Period.
- 6) The Hirer must comply with all legislation (including but not limited to the Vulnerable Children Act 2014, Health and Safety at Work Act 2015, the Smoke-free Environments Act 1990, and the Sale and Supply of Alcohol Act 2012), regulations and bylaws as those relate to the Community Venue and the Event.
- 7) The Hirer must ensure that all electrical equipment brought into the Community Venue by the Hirer has a current tag that identifies it has been tested and tagged by a qualified technician.
- 8) The Hirer must take proper care of the Community Venue and ensure that no damage occurs. However, any damage to the building, art work, exhibit, furniture, fitting, fixture or chattel within a Community Venue must be reported immediately to the Provider.
- 9) The Hirer must make itself familiar with any rules of the Community Venue, in particular:
- a) cleaning requirements on completion of the Hire Period;
 - b) layout, available space and equipment provided;
 - c) where tables and chairs should be stacked;
 - d) fire warden duties, including emergency evacuation procedures;
 - e) security and lock up procedures;
 - f) the capacity of the Community Venue; and
 - g) noise control limits.

Restrictions of use

- 10) The Hirer must not permit:
- a) the removal of any furniture, equipment or other contents from a Community Venue without the permission of the Provider;
 - b) any illegal activities to take place in or outside the Community Venue during the Hire Period;
 - c) the use of nails, tacks, screws, pins or any other instrument that will penetrate or cause damage to the wall surfaces, furnishings, floors and ceiling surfaces of the Community Venue provided that 3M tape is permitted to hang decorations from the walls;
 - d) lighting with a naked flame or allow the use of ballroom powder, confetti, glitter or smoke machines in a Community Venue.
 - e) any substance to be deposited in toilets, sinks or drains that will cause blockage or damage;
 - f) the kitchen facilities of the Community Venue to be used to prepare food for sale except where a kitchen is appropriately registered or subject to a registered food control plan.
- 11) The Hirer must not do anything which brings, or would be likely to bring, the Provider or Auckland Council into disrepute or must not make any inaccurate or misleading representations or public statements relating to or impacting upon the Provider or Auckland Council.

Payment and Additional Charges

- 12) The Hirer shall be liable for the payment of all amounts owing to the Provider pursuant to this Agreement and notwithstanding that the Hirer may have incurred all or any part of that indebtedness as agent for any other person, firm or corporate body.
- 13) If any payment is overdue for a period of 14 days or more, the outstanding amount will be a debt due to the Provider and may be referred to a debt collection agency or other duly authorised agent of the Provider for collection.
- 14) The Provider reserves the right to invoice the Hirer for, and the Hirer agrees to pay, any additional charges resulting from Hirer's use of the Community Venue. In addition to the Venue Hire Fee quoted at the time of booking, the Hirer may be charged for:
- a) any damage to the Community Venue caused during the Hire Period;
 - b) any theft of property from the Community Venue during the Hire Period;
 - c) any extra cleaning, rubbish removal, repair or reinstatement of the Community Venue which the Provider considers is required after the Event;
 - d) any costs, losses or expenses that the Provider incurs due to any breach of this Agreement;
 - e) any unreturned access card(s) or key(s);
 - f) any emergency services call out or if a fire alarm is set off other than for an emergency. The Provider reserves the right to impose an additional fee of up to \$1500+GST in such circumstances; and
 - g) Auckland Council noise control units sent to the Community Venue during the Event.
- 15) The Hirer will upon demand pay all of the Provider's reasonable expenses, including cheque dishonour fees, debt collection fees and legal costs (on a solicitor/agent/client basis) in relation to the collection of all overdue moneys.

Cleaning, rubbish and lock-up

- 16) The Hirer must ensure that the Community Venue is left clean and ready for the next user. This includes wiping down benches, tables, stoves and sinks; removing all decorations and removing all rubbish off-site; vacuuming, mopping up spills and sweeping/static mopping of the floor.
- 17) The Hirer must secure the Community Venue after the Hire Period, in particular:
- a) switch off all electrical appliances, lights, heaters and stoves;
 - b) ensure that all windows and doors are secure; and
 - c) ensure that the alarm is set and activated (where applicable).
- 18) The Hirer must return all access cards/keys to the Provider, within the period of time specified at the time of booking, at the end of the Hire Period.
- 19) The Hirer must ensure that all furniture brought in externally for an Event, is removed by the Hirer at the end of the Hire Period. The Provider reserves the right to remove and if not claimed, dispose of any equipment or furniture left in a Community Venue after the Hire Period.

Alcohol

20) The Hirer must check current guidelines and information about liquor licensing and the Hirer must comply with any licensing requirements under the Sale and Supply of Alcohol Act 2012 and any other restrictions or guidelines.

21) Subject to clause 20, if Alcohol is consumed at the Community Venue, the Hirer must comply with the below host responsibilities:

- a) the Hirer must manage the conduct of the consumption of alcohol;
- b) the Hirer shall have available for consumption at the Community Venue, at all times when alcohol is being consumed, a reasonable range of non-alcoholic refreshments and low alcoholic beverages and food appropriate to the occasion;
- c) the Hirer must ensure that information regarding alternative forms of transport is be available for attendees; and
- d) the Hirer must ensure that drinking water is to be freely available.

22) The Hirer acknowledges that the Community Venue is designated as a smoke-free and drug free environment and must ensure that it remains the same at all times during the Hire Period.

Health and Safety

23) It is the responsibility of the Hirer to ensure the health and safety of all persons attending the Event at the Community Venue during the Hire Period.

24) The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, is present and responsible for each child 10 years of age and under.

25) It is the Hirer's responsibility to contact the Police immediately if there are any safety concerns arising from a person(s) disorderly behaviour.

26) The Hirer must ensure that vehicle access and egress for residents or businesses is available at all times and that the public is not duly inconvenienced by the Event.

27) The Hirer must appoint and instruct a fire warden for the Hire Period. The assigned fire warden must ensure that all emergency exits are checked at the start of the Hire Period and at least once during the Hire Period. This includes ensuring there is no interference with smoke detectors, fire extinguishers and emergency exits.

28) Any hazard a Hirer may encounter either as a result of any activity or physical condition must be reported immediately to the relevant emergency response and also to the Provider and Auckland Council by calling 09 301 0101.

29) The Hirer must provide first aid supplies for the Event at the Community Centre.

30) The Hirer must ensure that where the Hirer is a specified organisation (as that term is defined in the Vulnerable Children Act 2014), the Hirer will ensure that it complies with applicable requirements including, as required, ensuring that the Hirer undertakes safety checks for new and existing children's workers (as that term is defined in the Vulnerable Children Act 2014) employed or engaged by the Hirer.

Insurance

31) The Provider does not undertake to arrange for or maintain any insurance cover for property, contents or otherwise, for the Community Venue or the Event for the benefit of the Hirer.

32) The Hirer must procure and maintain any insurance cover necessary and adequate for the Event, including (but not limited) public liability insurance cover for medium to high risk events to cover the Hirer against losses arising from claims made by third parties for damage to people or assets.

Cancellation of hire

33) The Provider may cancel any booking(s), any Event and/or this Agreement in its sole discretion if it considers:

- a) the Event will, or might, contravene any legislation, order, regulation, bylaw, rule of law or any other requirements of a public or local authority, or otherwise be in breach of this Agreement; or
- b) that the management or control of the Event is deficient.

34) The Provider reserves the right to cancel booking(s) where circumstances so warrant. These may include, but are not limited to, emergency situations and adverse environmental/weather conditions.

35) The Provider shall be entitled to cancel this Agreement, in addition to its other rights and remedies, in any of the following circumstances:

- a) if any cheque tendered to the Provider in payment of any indebtedness of the Hirer under this Agreement is dishonoured;
- b) if the Hirer fails to meet any obligation under the Agreement;

- c) if the Hirer is made bankrupt, dissolved, placed into liquidation, becomes insolvent, or is removed, or is likely to be removed from the register of companies;
- d) if any information given on the booking form is found to be untrue.

Liability

- 36) The Hirer will indemnify the Provider, its employees or agents against all claims, demands, losses, damages, costs and expenses arising from or connected with the Hirer's use of the Community Venue or any breach of this Agreement.
- 37) The Provider is not liable for the loss of or damage to any of the Hirer's property in or around the Community Venue. Any equipment/property left in a Community Venue is at the Hirer's own risk.
- 38) The Provider does not warrant that the Community Venue is suitable for the Event. The Hirer acknowledges that it has relied on its own enquiries and judgment in selecting the Community Venue for the Event.
- 39) The Provider is not liable for any loss or expense that the Hirer incurs if the Provider is not able to make the Community Venue available to the Hirer as a result of fire, flood, earthquake, failure or other unavailability of any building services or other event beyond the Provider's reasonable control.
- 40) To the extent permitted by law and without limiting any of the Hirer's rights under the Consumer Guarantees Act 1993, the Provider shall not be liable to the Hirer for any loss arising under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise. The maximum amount of the Provider's liability under or in relation to this Agreement for any loss, damage, claim or expense is limited to an amount equal to the Venue Hire Fee.

General

- 41) All Hirers must be a legal person or entity. A legal entity is a registered group or individual which has capacity to:
 - a) enter into agreements or contracts;
 - b) assume obligations;
 - c) incur and pay debts;
 - d) sue and be sued in its own right; and
 - e) be accountable for illegal activities.
- 42) This Agreement does not create a lease or tenancy between the Provider and the Hirer.
- 43) The Hirer must not assign, transfer or subcontract any of its rights or obligations under this Agreement.