

COMMUNITY FACILITIES

General Terms and Conditions of Use

Bookings phone: 0800 77 23 23

After Hours Phone*: 07 838 6699

Bookings Email: booking.communityfacilities@hcc.govt.nz

Enderley Park Community Centre
66 Tennyson Road
Hamilton

Te Rapa Sportsdrome
Ashurst Park Church Road
Hamilton

Stadium Bowling Club*
100 Seddon Road
Hamilton

The above facilities are owned by Hamilton City Council and managed on their behalf by the Parks and Recreation Unit of Hamilton City Council. All use of the Community Facilities shown above are subject to these Terms and Conditions and any amendments thereof.

** Temporary bookings*

1. DEFINITIONS

- 1.1. **Event:** The activity being held in the Facility.
- 1.2. **Facility:** Any of the Hamilton City Council buildings named above.
- 1.3. **Hirer:** The person and/or organisation shown on the Community Facilities Booking Form.
- 1.4. **Operator:** The Parks and Recreation Unit, Hamilton City Council.
- 1.5. **Regular User:** Any Hirer who books at least four future Events of at least monthly intervals (or more frequent).
- 1.6. **Casual User:** Any Hirer who does not meet the conditions of a Regular User.
- 1.7. **Private Function:** Any Event that is not considered open for general or public use.

2. BOOKINGS CONFIRMATION & RESERVATIONS

- 2.1. All enquiries for the use of any of the community facilities must be made through the Operator using the contact details above.
- 2.2. No booking is confirmed until:
 - The Hirer has signed the Booking Form; and
 - The Operator has issued written confirmation to the Hirer.
- 2.3. Any variations to the booking, including cancellations, must be requested in writing two working days prior to the Event occurring. All changes are subject to availability. Changes or cancellations made within two working days of the Event will incur charges up to the full rate of the original booking.
- 2.4. Subletting, retrospective cancellations or changes and/or access into areas not booked by the Hirer is not permitted.
- 2.5. Facilities must be vacated by the end of the booked period. If an event exceeds the booked period the Hirer will be charged for the extra time.
- 2.6. The Operator reserves the right to deny use of the Facility for any Event it deems incompatible with principle use of the Facility.

3. FEES AND CHARGES

- 3.1. Fees and Charges can be found on the Hamilton City Council website – www.hamilton.govt.nz/feesandcharges.
- 3.2. The Community Rate applies to a not-for-profit organisation that is incorporated, either under the Incorporated Societies Act 1908 or the Charitable Trusts Act 1957 or established under any other statute, and:
 - a) provides a community service;
 - b) does not make distributions of profits to its members; and
 - c) does not have a primary purpose of promoting party politics.
- 3.3. The commercial rate is applied, but not limited to the following:
 - Private and government organisations;
 - Businesses and commercial groups;
 - Political parties and lobby groups;
 - Private Functions;
 - Any other individual or organisation not entitled to the Community Rate as defined above.
- 3.4. For Private Functions, the Hirer is required to pay an hourly security charge for the duration of the function and a minimum of one hour of cleaning services.

4. PAYMENTS

- 4.1. Invoices will be issued for all payments; All cash payments are to be made to the Cashiers Counter at Hamilton City Council.
- 4.2. EFTPOS payments may be made at cashiers counter at Hamilton City Council.
- 4.3. Internet payments must be cleared two working days prior to the payment due date.
- 4.4. For all Casual Customers and bookings for Private Functions, the Operator requires payment two working days prior to the booking date to secure bookings.

- 4.5. For all Regular Users, the Operator requires payment by the 20th of the month following the date of the invoice.
- 4.6. If payment has not been received by the due date, the Operator reserves the right to cancel all future bookings until payment of the account has been received.

5. BONDS

- 5.1. All new bookings for Regular Users and/or Private Functions will attract a bond.
- 5.2. The Operator will advise the Hirer at the time of the booking if the booking attracts a bond and, if so, the cost of that bond.
- 5.3. The Operator may retain out of the bond an amount to cover any damage or loss sustained by the Operator as a consequence of the Hirer's activities or omissions, or any damage or loss caused directly or indirectly by any persons attending the Event.
- 5.4. Any costs incurred as a result of damage or loss (as described in the preceding clause) over and above the bond amount shall be invoiced to the Hirer and payable by the 20th of the Month following the date of the invoice.
- 5.5. The bond will be repaid to the Hirer within 20 working days of the Event, or after settlement of the Hirer's account (whichever is later), less any amount retained by the Operator.

6. KEY ISSUE AND RETURN

- 6.1. The Operator will provide keys and security alarm access to the Hirer should it be required.
- 6.2. Unless otherwise arranged with the Operator, all keys must be returned to the Operator within 48 hours following the conclusion of the Event.
- 6.3. Should the Hirer require additional keys for the Facility there may be costs incurred by the Hirer.
- 6.4. A key deposit of \$30 will be taken for all bookings made by Casual Users.
- 6.5. The Hirer will be liable for the cost of replacement of locks and/or keys should the keys be lost or not returned which will be deducted from the key deposit.
- 6.6. The key deposit will be repaid to the Hirer within 20 working days of the Event, less any amount retained by the Operator.

7. SECURITY AND ALARM SYSTEMS

- 7.1. Facilities are fitted with fire and security systems. HCC staff will advise the Hirer of activation and deactivation procedures for the Facility specific to the Hirer's booking.
- 7.2. Malicious, intentional, or accidental activation of fire or security alarms during the Hirer's Event will incur costs for false alarms or security call-outs. Any costs incurred by these actions will be on-charged to the Hirer.
- 7.3. All community facilities are equipped with smoke and heat detectors. These detectors are very sensitive, therefore the use of the following items are prohibited in the Facility:
 - Use of petrol motors;
 - Smoke machines;

- Incense burning;
- Candles;
- Blow torches;
- Open fires;
- Any device, contraption or activity that will or is likely to give off smoke, or heat which may cause fire alarm to be activated. This includes preparing food or hot drinks in any area outside of the designated kitchen.

- 7.4. The Hirer will be responsible for the security of the Facility during the Event and for the security and safety of Event attendees.
- 7.5. Should the Hirer be required to set the alarm and fail to do so, any associate costs from Security call-outs will be on-charged to the Hirer.
- 7.6. A security presence will be arranged for any Private Function and any Event that:
 - Involves a perceived risk of damage to the facility;
 - Involves possible safety issues.
- 7.7. The Operator will advise the Hirer at the time of booking if the Event requires a security presence.
- 7.8. Any charges for this service will be on-charged to the Hirer.

8. CLEANING AND WASTE MANAGEMENT

- 8.1. The Operator has exclusive rights to all commercial cleaning of the venue.
- 8.2. The Operator will present the Facility in a clean and tidy condition.
- 8.3. The Hirer will ensure the Facility is left in a clean, tidy condition.
- 8.4. The Hirer is responsible for removal from the Facility of all rubbish generated by their Event.
- 8.5. Should the Hirer fail to honour these cleaning and rubbish removal obligations, the Operator will make suitable arrangements to return the Facility to the required standard and on-charge any costs to the Hirer, or deduct costs from the Hirer's bond.
- 8.6. The Operator can provide cleaning equipment on request.

9. OPERATING A COMMERCIAL KITCHEN

- 9.1. To operate a food business or to prepare food to sell, the Hirer must register the premises with Hamilton City Council, unless operating a food safety programme, such as a food control plan.
- 9.2. The Hirer will be subject to regular inspections and must meet the food hygiene standards contained in the Food Hygiene Regulations 1974.
- 9.3. The Hirer must be the person, company, partnership or other who is responsible for the operation of the business.
- 9.4. The Hirer must provide proof of registration or evidence of relevant food safety programme prior to kitchen use.

10. ALCOHOL CONSUMPTION

- 10.1. Events that include possible consumption of alcohol must be approved by the Operator and will be subject to extra charges for the provision of security and possible cleaning costs.
- 10.2. Any Event that involves the sale of alcohol, either directly or indirectly (e.g. through ticket sales), must

be approved by the Operator and the Hirer must provide a copy of the appropriate licence to the Operator.

- 10.3. No alcohol consumption is permitted in any Facility that is classified as a Historical Building.

11. USE OF ELECTRICAL EQUIPMENT

- 11.1. The Hirer will ensure that all power leads and electrical devices used in the Facility are certified (tagged and tested).

12. DAMAGE AND ALTERATIONS TO THE FACILITY

- 12.1. The Hirer must not make nor allow any alterations or additions to any part of the Facility, nor hang any items from the walls or ceiling without first obtaining the consent of the Operator.
- 12.2. The Operator will inspect the venue after the hire period ends to assess any damage. The Hirer may arrange to be present during this inspection.
- 12.3. The cost of repairing any resulting damage to the Facility will be payable by the Hirer.
- 12.4. If any other area of the Facility is damaged during the hire period the Hirer will be liable for the cost of repair or replacement.

13. LIABILITY

- 13.1. The Hirer will be liable to the Operator for any loss or damage to the Facility arising as a result of:
- The Hirer's acts or omissions;
 - The Hirer's failure to comply with any provision of these Terms and Conditions.
- 13.2. Notwithstanding any other provision of these Terms and Conditions, the Operator and its staff will not be liable to the Hirer under any circumstances for any form of direct or indirect loss, economic or consequential loss, including but not limited to loss of profit, revenue, savings or goodwill.
- 13.3. The Hirer is responsible for:
- Any liability, claim, demand, charge, loss, damage, costs, expenses, action or proceeding from the Operator or any third party as a result of any act or omission by the Hirer;
 - Any breach of these Terms and Conditions by the Hirer;
 - The Hirer's non-compliance with any laws;
 - Any infringement or breach of any copyright or intellectual property by the Hirer including, without limitation, all legal costs and expenses of the Operator.

14. RULES, LAWS AND COMPLIANCE

- 14.1. The Hirer will ensure their use of the Facility complies with:
- The Terms and Conditions and any other requirements by the Operator;
 - All New Zealand laws, bylaws, regulations, codes, standards, liquor licensing and resource consents (including, without limitation, all licences for public assembly and with respect to noise controls); and
 - All requests of the Operator or emergency services.

- 14.2. Copies of all licences, permits or certificate must be provided to the Operator not less than 10 business days prior to the Event.

- 14.3. The cost of any application and compliance with regulations, permits etc is at the Hirer's expense.

- 14.4. Noise during the event must be kept to within District Plan guidelines.

- 14.5. The Hirer shall not use or permit anyone else to use the Facility for any use other than the approved purposes specified in the Booking Form.

- 14.6. The Hirer agrees the Facility will not be used for:

- Gang related activity;
- Performance or activity of an objectionable nature, in breach of reasonable standards of public decency or is likely to create nuisance.
- Gambling in any form including, but not limited to, housie.

- 14.7. If there is any likelihood of any of the above mentioned activities occurring, the Hirer must notify the Operator at the time of booking. The Operator reserves the right to decline the booking on this basis.

- 14.8. The Operator reserves the right to cancel the Event at any time, should any of the above activities occur.

- 14.9. The Hirer agrees the Facility will not be used for the public performance of any literary, dramatic musical or other work or entertainment in breach of any persons copyright.

- 14.10. The Hirer will ensure the number of people in the venue does not exceed the number of people approved by the Operator at the time of booking. Any fines incurred by the Hirer exceeding the approved capacity of the Facility will be on-charged to the Hirer.

- 14.11. The Hirer will co-operate with all other occupiers and users of the Facility and take all reasonable steps to avoid inconvenience to all persons.

- 14.12. Extra cost will be incurred if council staff need to be called out to address any issue or complaint, or any reason associated with the Hirers use.

- 14.13. The Operator shall not be responsible to the Hirer for any act, default or neglect of any other tenant, licensee, service provider, customer or patron of the Facility.

- 14.14. The Hirer shall be considerate of other tenants, licensees, service providers, customers or patrons of the Facility at all times.

15. HEALTH AND SAFETY

- 15.1. At the time of booking the Hirer must identify suitable fire warden(s) for their Event.

- 15.2. In case of an evacuation the Hirer must follow the Emergency Evacuation Procedure attached as Schedule A.

- 15.3. The Hirer must arrange for their own first aid supplies to be on site at all times during the Event.

- 15.4. The Hirer must notify the Operator of any uncontrolled hazards or maintenance issues that could cause harm as soon as practical.

- 15.5. In the case of an accident or Incident occurring onsite due to any uncontrolled hazard, the Hirer

must notify the Operator immediately and complete the appropriate documentation.

16. SMOKEFREE POLICY

16.1. Smoking is prohibited within ten (10) metres of all Council-owned or operated buildings.

17. CIVIL DEFENCE AND OTHER EMERGENCIES

17.1. Should Civil Defence or other Emergency organisations require the use of the Facility for emergency purposes, the Operator reserves the right to cancel the Hirer's event at any time.

17.2. The Operator will use best endeavours to relocate the Hirer's Event to an alternative venue of the same standard, or refund the Hirer any payments or bonds received.

18. NO REPRESENTATIONS BY THE OPERATOR

18.1. The Hirer is deemed to have inspected the Facility and to have become adequately acquainted with the Venue, its equipment and services.

18.2. The Hirer acknowledges the Operator has made no representation concerning the adequacy or appropriateness of the Facility for your purposes.

18.3. No claim will be accepted by the Operator on the grounds of misrepresentation or want of knowledge by the Hirer.

19. AMENDMENTS TO TERMS AND CONDITIONS

19.1. The Operator reserves the right to amend these Terms and Conditions;

19.2. The Operator shall advise regular users in writing of any amendments.

SCHEDULE A: EVACUATION PROCEDURE FOR HIRERS

COMMUNITY FACILITIES

Schedule A: Evacuation Procedure for Hirers

Nominated Fire Wardens:

- **The Fire Wardens are the person/s detailed on the original booking form.**
- Each Hirer is responsible for clearing their own area and ensuring their nominated Fire Wardens complete the duties below.
- By signing the Terms and Conditions the Hirer accepts this responsibility.

A nominated Fire Warden is required for each booking/event.

Additional Fire Wardens are required when numbers exceed 50, at a ratio of 1:50 people.

FIRE WARDENS DUTIES

WHEN THE ALARM SOUNDS

1. Clear your area, including:
 - Toilets
 - Any areas included in your booking.
2. Proceed immediately to the Assembly Point.
3. Phone 111
4. Phone Hamilton City Council on 07 838 6699 and advise of your location and the nature of the emergency.
5. Do not return to the building until the all clear is given by the Fire Service.