



# Community Facilities

## Terms and Condition of Hire

The Tararua District Council (TDC) supplies and maintains a number of buildings for community use. These buildings provide suitable facilities for residents to meet for leisure, recreation, sport, cultural, social, and educational activities.

The following terms and conditions have been developed to ensure your booking runs smoothly with minimal disruption. These terms and conditions should be read in full including any specific requirements for individual facilities.

By signing the 'application to book community facility' form from TDC for Facility hire you will be deemed to have accepted these Terms and Conditions. Please retain a copy of these Terms and Conditions for your reference ensuring that you are aware of the responsibilities of hire.

In this Agreement, unless the context otherwise requires;

**Agreement** means the agreement between TDC and the Hirer in regard to the agreed Facility hire and includes these Terms and Conditions, the booking application and any confirmation letters/emails from TDC.

**Facility** means the TDC owned Facility and its spaces identified in the booking application that forms part of this Agreement.

**TDC** means Tararua District Council

**Fees and Charges** outline the fee/s charged for use of a TDC Facility specified on the TDC Website <https://www.tararua.govt.nz/Publications/Fees-Charges/Community-Buildings>

**Financial Year** means 1 July to 30 June.

**Hirer** means the person(s) or legal entity named as Hirer in the booking application that forms part of this Agreement and includes a "Casual Hirer" and a "Regular Hirer" as defined in the terms and conditions of this Agreement.

**Hire Period** is the agreed time for which the Facility is hired for and includes the set-up time prior to the booking and the cleaning/pack down time after the booking.

## General conditions of use

- a) The person who makes the booking (or the legal entity's representative as notified to TDC) must be over 18 years of age and is required to be present for the duration of the Hire Period.
- b) The Hirer shall comply with any legislative requirements, regulations, bylaws etc that are relevant to the activity. This includes but is not limited to: Health & Safety at Work Act 2015, Building Act 2004, Resources Management Act 1991, Reserves Act 1977, Sale and Supply of Alcohol Act 2012, all Legislation produced in response to COVID-19, TDC Bylaws etc.
- c) It is the responsibility of the Hirer to ensure the health and safety of all persons present at their booking– see further detailed requirements in the 'Health and Safety' section below.
- d) It is the responsibility of the Hirer to inspect the Facility at the commencement of the Hire Period to ensure its condition is safe and fit for the intended purpose of the hire. Any hazards or issues should be reported as soon as possible to TDC by calling 06 374 4080 or 06 376 0110 or emailing [info@tararoadc.govt.nz](mailto:info@tararoadc.govt.nz)
- e) It is the Hirer's responsibility to ensure that the general public does not have access to the Facility, including toilets, during the hire period.
- f) No animals are permitted in any of our Facilities, other than guide dogs for the visually impaired, registered companion animals or official animals of the NZ Police (except in the case of animal shows and exhibitions but subject to approval by TDC and compliance laws)
- g) The Hirer must not allow any illegal activities to take place in or outside the Facility during the hire period.
- h) The Hirer must ensure no gang insignia is displayed on government premises as per the Prohibition of Gang Insignia in Government Premises Act 2013. This includes associated buildings such as playing fields and courts connected to a sports or recreation Facility, or a car park associated with a government building.
  - a. Gang insignia is a sign, symbol, words or emblem displayed to denote membership of, affiliation with, or support for a gang. This includes any item of clothing a gang insignia is displayed on such as a jacket, t-shirt or scarf. This does not include tattoos or clothing in gang colours.
- i) It is the Hirer's responsibility to contact the Police immediately if there are any safety concerns from a person(s) disorderly behaviour.
- j) The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age is responsible for any child/children who is/are under 14 years of age.
- k) Notwithstanding any other provision contained in the Agreement, TDC may refuse admission to any person or require any person in attendance to leave the Facility at the sole discretion of any TDC staff member.
- l) All persons accepting this Agreement (whether as an individual Hirer, or director or other authorised signatory of another legal entity) shall be bound personally to abide by all of the Terms and Conditions contained in the Agreement and to fulfil all of the Hirer's obligations under the Agreement as a principal debtor.

## Bookings

- a) Bookings are to be for a minimum of one hour.
- b) The Hirer must precisely state on the application form the purpose the facilities are being used for and use the Facility only for that purpose. TDC does not warrant that the Facility is suitable for any particular purpose. It is the responsibility of the Hirer to ensure that the Facility is suitable for the proposed Event/Activity.
- c) The Hirer must use only the area in the Facility that has been booked and confirmed. The Hirer may not sublet the Facility under any circumstances.
- d) Hiring of buildings excludes the private use of any park or reserve. Public has right of access to parks and reserves. These must be booked separately.
- e) If you need to change your booking (times, contacts, invoicing address etc) you must contact TDC to accommodate all requested changes at least 48 hours before the start of your booking.
- f) Cancellation rules (see cancellation of hire section of this document) apply to all amended bookings that result in a different time period, except for the extension of bookings.
- g) The Hire Period is inclusive of the set up and pack down time. The Hirer must not enter the Facility before the commencement of the Hire Period for the booking and must have completed all packing up including cleaning and must ensure that all persons have vacated the Facility by the end of the Hire Period.
- h) TDC reserves the right to have staff present at the Facility at any time.
- i) The Hirer must adhere strictly to the confirmed Hire Period. Failure to do so will incur additional charges and possible cancellation of any future booking(s).
- j) If a Facility is required for Civil Defence purposes, then TDC has priority and the Facility hire will be cancelled as per cancellation of hire section of this document.
- k) The Hirer will receive one access key per booking, to be collected on the day of the booking (unless the booking is over a weekend) and must be returned on the first working day following the hire. The lending or duplication of keys is prohibited. The Hirer is responsible for notifying TDC of any loss of a key. Loss of a key may result in the locks being changed and the full cost being invoiced to The Hirer.

## Regular Hire

- a) **'Regular Hirers'** are those who make regular or seasonal bookings that cover a period of three months or more. All other hirers are classified as casual hirers.
- b) TDC cannot guarantee the renewal of existing Regular Hirer arrangements. These will be approved each year upon request.
- c) Regular Hirers may be asked to relinquish one or more of their bookings if the relevant Facility requires emergency maintenance or for unforeseen events. In such cases TDC will

endeavour to provide a minimum of three weeks' notice to the Regular Hirer where possible.

### **Casual Hire**

- a) A Casual Hirer is/are those who do NOT make regular bookings that cover a period of three months or more.

### **Payment**

- a) Current fees and charges will be applied at the time of booking. TDC review and set fees and charges annually, such fees and charges take effect on 1 July each year. All fees are GST inclusive. Payment can be made via cash or eftpos.
- b) TDC may request a bond is payable, which is refunded if no additional charges occur (see additional charges section of this document). All fees, including the bond, are payable in advance of hire.
- c) Regular Hirers will be invoiced each month, subject to approval from accounts receivable and payment is due as stated on the invoice.
- d) Casual Hirers are required to pay all fees 14 days prior to the booking in order to confirm the booking.
- e) The booking is considered a tentative booking until payment is received as confirmation. While the tentative booking is in place, should TDC receive another application for the same date/time, TDC will contact the initial applicant to advise they have 48 hours to confirm their booking by payment. If after 48 hours the payment hasn't been made, the initial booking will be forfeited and the date/time slot given to the alternative applicant.
- f) The Hirer shall be liable for the payment of all amounts owing to TDC pursuant to this Agreement.
- g) If payment is overdue for a period of 14 days or more, the outstanding amount will be a debt due to TDC and may be referred to a debt collection agency or other duly authorised agent of the TDC for collection. In addition, the TDC may at its discretion and without prejudice to its other remedies:
  - 1. Suspend for such period and subject to such terms as TDC in its discretion determines any entitlement to credit given to the Hirer pursuant to this Agreement.
  - 2. To the extent permitted by law, refrain from supplying any further services or goods to the Hirer until the Hirer has discharged all outstanding indebtedness to TDC.

### **Additional Charges**

- a) TDC reserves the right to invoice the Hirer for any additional charges resulting from the Hirers use. In addition to the Facility hire price paid at the time of booking, the Hirer may be charged for:
  - 1. Any damage to the Facility caused during the Hire Period or through any breach of the Terms and Conditions in the Agreement.
  - 2. Any theft of TDC property from the Facility during the Hire Period.

3. Any extra cleaning, rubbish removal, repair or reinstatement of the Facility which TDC considers is required after the booking.
  4. Any costs, losses or expenses that TDC incurs due to any breach of the Terms and Conditions outlined in this Agreement.
  5. Any unreturned key(s).
  6. Any emergency services call out, or fire alarm activation for a non-emergency situation.
  7. If a fire alarm is set off other than for an emergency, TDC reserves the right to impose any fire service fee of up to \$1500+GST that is charged to us by the fire service and hold the Hirer liable for that amount.
  8. If the Facility is left unsecured after a booking and TDC's security company is required to secure the Facility.
  9. Attendance of TDC noise control to the Facility during the booking.
- b) The Hirer will upon demand pay all of TDC's reasonable expenses, debt collection fees and legal costs (on a solicitor/agent/client basis) in relation to the collection of all overdue moneys.

### **Cancellation of Hire**

- a) There will be no refund where the Hirer terminates the Agreement within 48 hours prior to the booking (including by notifying TDC that it wishes to cancel any booking), unless in extenuating circumstances.
- b) If the Hirer does not advise TDC that they no longer require a booking at least 48 hours prior to the start of the booking, the Hirer will still be invoiced.
- c) TDC may terminate any booking(s) and/or this Agreement in its sole discretion if it considers:
  1. The booking will, or might, contravene any statute, order, regulation, bylaw, rule or law or any other requirements of a public or local authority, or otherwise be in breach of this Agreement; or
  2. That the management or control of the booking is deficient.
- d) TDC 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. TDC will endeavour to provide an alternative Facility. If the alternative option is not suitable, the hire fee will be refunded.
- e) TDC shall be entitled to suspend or cancel all or any part of this Agreement, in addition to its other right and remedies, if the Hirer fails to meet any obligation under the Agreement with TDC.
- f) Any refund due will be made to the applicant listed on the booking application form and will only be paid on receipt of proof of bank account for the Hirer i.e. a bank deposit slip with the hirers name.

### **Cleaning, rubbish and lock-up**

- a) The Hirer is responsible for ensuring that the Facility hired space is left clean and ready for the next user. This includes wiping down benches, tables, toilets, stoves and sinks; removing all decoration; vacuuming, mopping up spills and sweeping/static mopping of the sports hall floors. The Hirer must bring their own tea towels.
- b) The Hirer must bring their own cleaning supplies and rubbish bags and must remove all rubbish off site at the end of the booking. The Hirer must leave the Facility and all equipment and furnishings in the Facility, in good, clean and tidy order.
- c) The Hirer must secure the Facility after the booking:
  1. Switch off all electrical appliances, lights, air conditioning, heaters and stoves.
  2. Ensure that all windows and doors (including fire exits doors) are secure.

### **Insurance**

- a) TDC does not undertake to arrange for or maintain any insurance cover, property, contents or otherwise, for the Facility or the booking for the benefit of the Hirer.

### **Food, Drink, Alcohol and Merchandise**

- a) The Hirer may engage catering contractors for the event/activity and must ensure that its caterers have a current food registration under the Health (Registration of Premises) Regulations 1966 (or any enactment that amends or replaces such provisions).
- b) For current guidelines around the sale and supply of alcohol, please visit <https://www.tararoad.govt.nz/Services/Alcohol-Licensing>. The Hirer will comply with any alcohol restrictions or guidelines as outlined by the Licencing Inspector. Any queries should be directed to the TDC Licencing Inspector.
- c) Any Hirer wishing to sell merchandise will be required to obtain approval from TDC and any required permits must be obtained.

### **Liability**

- a) The Hirer will indemnify TDC, its employees or agents against all claims, demands, losses, damages, costs and expenses arising from the Hirer's use of the Facility or any breach of this Agreement.
- b) TDC is not responsible for the loss of or damage to any of the Hirer's property in or around the Facility. Any equipment/property left in a Facility is left at the Hirer's own risk.
- c) TDC is not liable for any loss or expense that the Hirer incurs if the TDC is not able to make the Facility available to the Hirer as a result of fire, flood, earthquake, pandemic, failure or other unavailability of any building services or other event beyond the TDC's reasonable control.
- d) To the extent permitted by law, the TDC shall not be liable to the Hirer for any loss arising under or in connection with this Agreement, whether in contract, tort or otherwise. The

maximum amount of the TDC's liability under or in relation to the Agreement for any loss, damage, claim or expense is limited to the Facility hire price (paid).

### **COVID-19 Pandemic**

- a) The COVID-19 Protection Framework (traffic light system) has replaced the Alert Level system.
- b) Under the new traffic light system, community facilities can be hired in all light settings. Specific obligations exist at each traffic light level/setting.
- c) You will need a My Vaccine pass if you are aged 12 and three months or older to hire and enter our council staffed facilities. For unstaffed facilities the requirement for vaccination passes is to be determined and managed by the party hiring the Facility.
- d) The Hirer is responsible for ensuring their booking complies with the COVID-19 Protection Framework and all COVID-19 legislation, orders and guidelines are followed. For current legislation and guidelines, please visit: <https://covid19.govt.nz/>
- e) COVID-19 Public Health Guidelines are to be followed:
  - Get vaccinated as soon as you can.
  - Stay home if you're sick.
  - Maintain good hygiene.
  - Wear a mask and 1-metre physical distancing.
  - Keep a record of where you have been – scan QR codes and turn on Bluetooth tracing.
- f) For bookings affected by the COVID-19 pandemic, if cancelled by TDC the booking will be fully refunded. If cancelled by the Hirer, the booking will be subject to the cancellation rules (see cancellation of hire section of this document).

### **Health and Safety**

- a) The Hirer must ensure that access and egress/exit for residents, businesses or emergency vehicles are always available and that the public is not unduly inconvenienced by the booking. This includes public and private access ways that must always be kept clear.
- b) The Hirer must advise TDC of any planned changes to the booking that could impact on health and safety (e.g. addition of new activities). Where requested by TDC, the Hirer must provide a safety management plan for the event for review and approval by the TDC Health and Safety Team 48 hours prior to the Hire Period.
- c) The Hirer is responsible for communicating and actioning the Emergency Evacuation Plan and familiarising themselves with the exit and assembly locations and management of the evacuation process.
- d) It is the Hirers responsibility to designate an emergency warden (or wardens in the case of large events) who must make themselves familiar with the evacuation procedure in case of an emergency at the Facility. The warden must also ensure that all emergency exits are clear and free of any obstacles throughout the Hire Period.

- e) Where there are more than 100 persons attending the event/activity, the Hirer must appoint additional fire wardens (i.e. 1 warden for up to 100 persons, 2 wardens for 101-200 persons, etc).
- f) In the event of a fire the fire warden(s) shall:
  - a. Set off the nearest fire alarm call point
  - b. Instruct all persons attending the event/activity to leave the building by the nearest exit and proceed to the assembly area outside the Facility as specified in the Fire Action notice
  - c. Ensure that all persons who need special assistance receive help to leave the Facility
  - d. Phone "111" from a safe location, ask for the Fire Service, and provide the address of the Facility.
  - e. Call TDC to inform it that the fire alarm has been activated, as the alarm panel will need to be reset prior to event/activity re-commencement.
  - f. Remain outside the building and liaise with the Fire Service upon arrival and advise of any areas that have not been checked
  - g. Ensure that no persons re-enter the Facility until the "all clear" is given by the Fire Service
- g) Any serious incident or accident must be reported immediately to the relevant emergency response (111) and also to TDC by calling 06 374 4080, or 06 376 0110. Minor incidents or injuries, hazards or risks identified are to be reported to TDC by emailing [info@tararuadc.govt.nz](mailto:info@tararuadc.govt.nz) or calling TDC.
- h) It is the responsibility of the Hirer to provide first aid supplies and a trained first aider for the Hire Period.

#### **Introduction and access to the Facility**

- a) It is the Hirer's responsibility to make themselves familiar with the Facility prior to the booking, in particular:
  - 1. Cleaning requirements on completion of the booking.
  - 2. Layout, available space and equipment provided.
  - 3. Fire Warden duties, including emergency evacuation procedures.
  - 4. Reporting of incidents, accidents, hazards.
  - 5. Security and lock up procedures.
  - 6. The capacity of the Facility.
  - 7. Their booked time allocation.
- b) At the Hirer's request a staff member can meet with the Hirer to review the above.

#### **Noise, neighbours and music**

- a) In organising and fulfilling your booking, please consider the interest of the Facility's neighbours.
- b) Noise levels must always be kept to an acceptable level. Failure to reduce noise levels at the request of a TDC Officer, TDC's Security Contractor, Noise Control or the Police may result in the booking being cancelled and all fees paid forfeited.

- c) A strict three-strike policy applies in respect of noise levels for each financial year. On the third breach of noise levels, the Hirer will be removed from the Facility, future bookings will be cancelled, and the Hirer will not be allowed to book any TDC Facility for the remainder of the Financial Year.

### **Indoor sporting activities**

- a) Hirers who use a Facility for indoor sports accept the courts in their current configuration and condition and accept that these may not be purpose built for that activity and not necessarily compliant with current guidelines in terms of dimensions or space surrounding the courts.
- b) Appropriate clean non marking sports shoes must be worn for all sport activities inside the Facility to prevent floor damage. TDC's approval must be sought in advance for any event/activity that may require non-compliant footwear.

### **Furniture and equipment**

- a) The Hirer must not remove or permit the removal or addition of any furniture, equipment or other contents from a Facility without the permission of TDC.
- b) Hirers are responsible for setting up, cleaning and packing away any furniture and equipment used during their Hire Period. All furniture must be returned to designated storage areas, ensuring that all fire exits are always left clear.
- c) Furniture and equipment in the Facility are approximate numbers only and may vary. Tables and chairs are provided but a specific number is not guaranteed. TDC reserves the right to remove or replace furniture at each TDC Facility as it deems necessary. If the Hirer requires additional furniture and equipment to what is available, then it is the Hirer's responsibility to organise.
- d) TDC reserves the right to remove and if not claimed, dispose of any equipment or furniture left in any TDC Facility after the Hire Period.
- e) Furniture and equipment must be carried, not dragged on the floor.

### **Miscellaneous**

- a) The Hirer must protect all floors, walls, and doors including for example, during the installation and removal of any furniture, equipment, display, exhibits, etc.
- b) The Hirer must take proper care of the Facility and ensure that no damage occurs. The Facility's equipment, fixtures, fittings, heating or ventilation systems are to be used only for their intended purpose.
- c) The Hirer must not use nails, tacks, screws, pins or any other instrument that will cause damage to the wall surfaces, furnishings, floors and ceiling surfaces. Non marking materials are permitted.
- d) No skateboards, inline skate or bicycles are permitted in any indoor TDC Facility.

- e) Should there be a piano in the Facility, the Hirer must ensure that it is not moved.
- f) The Hirer must not use any of the facilities' equipment other than for that equipment's intended purpose.
- g) No substance shall be deposited in toilets, sinks or drains that will cause blockage or damage.
- h) Permission to use smoke machines, fireworks or lighting with a naked flame (such as candles) must be approved for each booking (by TDC).
- i) Powder, confetti or glitter is not permitted in any TDC Facility.
- j) Where a bouncy castle is permitted inside a Facility, it must not touch the ceiling or walls, and must be powered only by an electric air compressor. It is the responsibility of the Hirer to ensure there is adequate supervision.
- k) All TDC Facilities are smoke free. If smoking takes place outdoors, all cigarette butts must be removed.
- l) Any damage to the building, artwork, exhibit, furniture fitting, fixture or chattel within a Facility must be reported immediately to TDC by calling 06 374 4080 or 06 376 0110.
- m) No vehicle access is permitted beyond any designated car parks and vehicles illegally parked will be towed away. The Hirer shall at all times ensure that all entrances to and exits from the Facility's car parks are kept clear and unobstructed.