

Conditions of hire of Council halls

In these conditions of hire the expression "the premises" includes all of the hall building. In Tuakau only, the whole, or specified parts of the building may be hired.

The following maximum capacities must not be exceeded at any time:

Huntly War Memorial Hall
 Huntly Civic Centre
 Huntly Riverside Room
 Ngaruawahia War Memorial Hall
 178 people
 287 people
 121 people

Tuakau Memorial Hall Main hall 405 seated; (280 seated at tables)
Supper room 152 seated; (105 seated at tables)

(Upper level mezzanine 50) Combined capacity no more

(Committee Room 20) than 50 in total.

The following are the rights and obligations of the Council:

- The Council at its discretion may refuse any applications for hire, waive specific conditions, include additional special conditions, or cancel any booking without assigning any reason.
- 2. The Council or its appointed nominee(s) will have right of entry to the premises at all times.
- 3. The Council or its appointed nominee(s) reserves the right to determine unacceptable behaviour of individual(s) while on the premises, with this right being to cancel reservations or request an offender to leave. Under these circumstances no refund will be given.
- 4. The Council must be given no less than seven days notice of any cancellation of bookings. Written notice must follow oral notification. Should the notice of cancellation be less than seven days prior to the date of reservation or should the hirer fail to occupy the premises at the specified time, the Council reserves the right to require the hirer to forfeit all fees paid as liquidated damages.
- 5. Every effort will be made by the Council to avoid cancelling any confirmed booking. However, in the event of an emergency beyond the control of the Council, a confirmed reservation may be cancelled. Should an event be cancelled for this reason, it will be re-scheduled at a convenient time for the hirer and the Council. A full refund will be given.
- 6. The Council will ensure that the hall is available in a clean and tidy condition at the commencement of the hire and will provide cleaning equipment and products for the hirer to clean the hall at the conclusion of the hire.
- 7. The Council will account to the hirer prior to the booking date for payment of all hire charge(s) and a bond which must be paid in full no less than seven days prior to the hire date, or as agreed with the Council.
- If a bond is paid, the Council will refund it in full within 10 working days following the date of hire if the following criteria are met:
 - No damage to property or equipment
 - All areas left in a clean and tidy state and all rubbish removed from the premises
 - Security conditions are met (if applicable).

9. If there is any damage, or the facility is not left clean, then the bond may be retained by the Council and used to repair damage or to employ a cleaner.

The following are the rights and obligations of the hirer:

- The hirer must name a contact person in their application. The contact person shall be responsible for the group/organisation and the premises for the duration of hire, and shall act as Fire Warden for all fire evacuation procedures.
- If the premises are to be used for pecuniary gain, i.e.
 items/goods for sale, the hirer must provide full
 particulars of such proposed sales. In this event, the
 Council may decline the application or that particular
 activity on the grounds that local retailers may be
 adversely affected by the proposed activity.
- The hirer is responsible for acquiring any licences, certificates or permits necessary for the conduct of the event.
- In the Tuakau Memorial Hall hirers are only entitled to use those parts of the facility that they have specifically hired, and only for the specified time agreed to.

Health and Safety

- I. The hirer must, at all times, maintain good Health and Safety practices within and about the premises.
- 2. The hirer will be responsible for inspecting the premises prior to its intended use, to identify and eliminate any potential hazards to such use. In the event that the hirer is unable to eliminate the identified hazard, the hirer shall notify the Council immediately to have the matter rectified.
- 3. The hirer shall not allow, place or leave any obstacles, electrical fittings, power leads, uncleaned spillages or allow any other act or omission that is likely to cause harm or injury to any person using the premises during or following the period of hire.
- 4. No personal or fan heaters are to be used on the premises. The hirer must request the Council or its appointed nominee for the correct procedures should the heaters installed in the hall be required in cold weather.
- 5. In the Tuakau Memorial Hall the hirer shall make prior arrangements with the Council for the use of the stage lift and access to the operating key. If the key is lost, the hirer will be required to replace it at their cost.

The hirer must notify the Council of any potential hazards detected by the hirer during the period of use.

Security

- The hirer will be responsible for the security of the building and where necessary, the hirer will have access to a property key issued prior to the booking. The hirer will be charged the cost of replacing any key mislaid. All external doors must be checked and locked when the hirer vacates the premises.
- 2. The hirer shall enter on the times and only those areas within the premises stated on the hire agreement. Any activation by the Council's security contractor will incur an additional \$100 charge to cover the security guard call-out.
- 3. The use of smoke machines, likely to activate the fire alarms, is forbidden. Candles on cakes are not to be lit under or near the smoke detectors. When using the cooking facilities, the range hood must be used.
- The hirer will incur the full cost of the Fire Service call-out should there be any false activation of fire alarms during the period of the hire.
- 5. The hirer must be considerate of noise levels, given that there are residents in close proximity to the hall. In the event of a noise control officer being called to the hall, the hirer shall immediately comply with all instructions issued by the control officer and shall be liable for any costs that may be associated with the call-out.
- 6. The hirer is liable for all damages that occur to the premises and equipment or furnishings as a result of the hiring group's actions

Cleaning and maintenance

- I. At the conclusion of the function the hirer must leave the building in a clean and tidy condition with furnishings wiped clean and stacked tidily, all equipment used returned to the correct position, and all rubbish and recyclable materials removed from the premises
- Kitchen facilities are to be left clean. The hirer must supply their own dishwashing detergents and equipment and if the food that is to be served is of a greasy nature, then protective covering is to be used to cover the floor, and any bench tops where the meat is to be carved, to stop grease getting through.
- 3. No ammonia or caustic based cleaners are to be used in the water when washing the floors. Light dishwashing or soft soap liquid is acceptable.
- All cleaning equipment made available to the hirer must be left, where found, in good clean condition.
- If additional cleaning, necessitated through the actions of the hirer and beyond the value of the bond, is required to be done by Council staff or contractors following the period of hire, an additional charge will be incurred.
- Any damage to the building or the assets of the premises will result in the replacement or repair of the damaged property at the hirer's cost.

7. The following are not permitted in the hall

- Stiletto heeled shoes
- Chewing gum or bubblegum
- Confetti or glitter
- Drawing pins, nails or cellulose tape shall not be used to secure decorations to the walls.

8. <u>Smoking is not permitted anywhere</u> within the premises, including the toilets, or within two metres of the external periphery of the premises.

Liquor

- Alcohol is permitted only under controlled conditions. At functions where alcohol is to be sold, the hirer must obtain a Special Licence at their own cost. The licence must be obtained before the hire agreement is issued.
- When the host is providing all the alcohol, for an invited guest list only, and the host is taking full responsibility, they do not require a Special Licence.
- 3. No alcohol is to be otherwise brought onto the premises.
- 4. The Council reserves the right to insist that, at the hirer's expense, a certified security guard from an acceptable agency, such as ADT Security Services, is engaged. Before the hire agreement will be issued the Council needs to receive confirmation that the security service has been engaged to attend at least once during, and again at the conclusion of, the applicable function.

Fire Safety

- I. The hirer shall fully read and understand the attached "Fire Safety Requirements for Hirers".
- 2. The emergency evacuation procedures in the premises are required pursuant to the Fire Safety and Evacuation of Building Regulations 2006. Any persons entering the premises should make themselves aware of the procedures and exits to be used in the event of alarm or further be guided by the instructions of the Fire Warden.
- 3. Wardens' vests and fire evacuation procedures will be provided when the key is picked up and are to be returned with the key after the function. Failure to do so will result in the bond being retained.
- 4. All doorways and emergency exits must be kept clear and accessible at all times.

Tuakau Memorial Hall Only:

- 5. The building is provided with a fire alarm system that is operated by breaking the glass and activating any of the alarm call points in the prominent locations throughout the building. It is essential that every continuous sounding of the alarm or other warning is treated as a genuine emergency and evacuation procedures commence immediately.
- For emergency evacuation procedures, these premises are treated as one area:
 - The main hall and foyer
 - The supper room and foyer
 - All of the upstairs area
 - The RSA meeting room.
- 7. In the event that the hirer is occupying more than one zone at any time, the Fire Warden will appoint a warden for each zone occupied and take control from the location of the fire alarm panel at the main entry to the hall.
- 8. Wardens' vests and fire evacuation procedures are located within each zone. The Fire Warden's tally board is located near the main hall entry and in the supper room foyer. A plan is attached indicating the location of these items along with the location of other fire protection and evacuation facilities such as alarms, extinguishers hose reels and emergency exits.

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