

Auckland Council Community Venues

Terms and Conditions of Hire



Welcome to Auckland Council's Community Venues

Auckland Council offers a range of affordable venue options for you and your family, sporting team, community group, school, or organisation to hire and enjoy. Our venues range from small carpeted meeting rooms, large wooden-floored halls, to theatre spaces complete with a stage, changing rooms and practice areas.

The following terms and conditions have been developed to ensure your event runs smoothly with minimal disruption. These Terms and Conditions should be read in full including any specific requirements for individual facilities. By making a payment to Auckland Council for Community Venue hire you will be deemed to have accepted these Terms and Conditions of Hire.

Please retain a copy of these Terms and Conditions of Hire for your reference ensuring that you are aware of the responsibilities of hire.

This document supersedes all previous documents relating to the terms and conditions for hire of Auckland Councils' Community Venues.

YOUR BOOKING IS NOT CONFIRMED UNTIL YOU HAVE ACCEPTED THE TERMS AND CONDITIONS. FOR CASUAL HIRERS, RECEIPT OF FULL PAYMENT MUST ALSO BE RECEIVED TO CONFIRM THE BOOKING.

General conditions of use – further detail below

- a) All Hirers must be a legal entity. Auckland Council reserves the right to ask for proof of legal entity. A legal entity is a registered group or individual who 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
 - e. be accountable for illegal activities
- b) The person who makes the booking (or the legal entity's representative as notified to Auckland Council) is required to be present for the duration of the Event.
- c) The stated capacity of the Community Venue must not be exceeded at any time. It is the Hirer's responsibility to understand the capacity and ensure it is not exceeded.
- d) All statutory rules, regulations and bylaws in force shall be strictly observed by the Hirer.
- e) It is the responsibility of the Hirer to ensure the health and safety of all persons attending their event – see further detailed requirements in the 'Health and Safety' section below.
- f) It is the responsibility of the Hirer to inspect the Community Venue at the commencement of the Hire Period to ensure its condition is safe and fit for the purpose of the hire. Any hazards should be reported immediately to the relevant emergency response and to Auckland Council by calling 09 301 0101.
- g) All Community Facilities are designed for general use. The Hirer must consider the suitability of the particular venue for their Event when making a booking.
- h) The Hirer must not remove or permit the removal of any furniture, equipment or other contents from a Community Venue without the permission of Auckland Council.
- i) The Auckland Council Customer Privacy Policy applies to Hirers. This can be found at www.aucklandcouncil.govt.nz
- j) It is the Hirer's responsibility to ensure that the general public does not have access to the Community Venue, including the toilets, during the Hire Period.
- k) It is the Hirer's responsibility to ensure that the requirements of the Health and Safety in Employment Act 1992, the Smoke-free Environments Act 1990, and the Sale and Supply of Alcohol Act 2012 as they apply to the Hirer's intended use of the Community Venue are met.
- l) No animals are permitted in a Community Venue, 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 compliance laws).
- m) The Hirer must not allow any illegal activities to take place in or outside the Community Venue during the Hire Period.
- n) It is the Hirer's responsibility to contact the Police immediately if there are any safety concerns from a person(s) disorderly behavior.
- o) Noise levels must be kept to an acceptable level at all times.
- p) The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, accompanies all children under 10 years of age.
- q) Notwithstanding any other provision contained in this Agreement, Auckland Council may refuse admission to any person or require any person attending the Event to leave the Community Venue at the sole discretion of any Auckland Council staff member.
- r) Nothing in this Agreement creates a landlord – tenant relationship between parties.
- s) All persons signing or accepting this Agreement online (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 this Agreement and to fulfil all of the Hirer's obligations under this Agreement as a principal debtor.

By accepting this Agreement I warrant and confirm that:

1. I have read and understood the full Terms and Conditions of Hire.
2. I am at least 18 years old and have the delegated authority accept this Agreement on behalf of the Hirer.

Bookings

- a) Bookings are to be for a minimum of one hour.
- b) The Hirer must precisely state the type of activity and Event to take place and use the Community Venue only for that purpose.
- c) The Hirer must use only the area in the Community Venue that has been booked and confirmed.
- d) Hireage excludes the use of any park facility. Park facilities must be booked separately by calling Auckland Council at 09 301 0101.
- e) If you need to change your booking (date, times, contacts, address etc) you must contact Auckland Council on 09 3792030. It may not be possible for Auckland Council to accommodate all requested changes.
- f) If a change to a confirmed booking results in a lesser Venue Hire Price, you will need to pay a change fee, which will be the lesser of \$15 or 25% of the amount (effective from 1 June 2016 onwards).
- g) Set up and pack down time must be included in the Hire Period.
- h) The Hirer shall ensure that all persons have vacated the Community Venue by the end of the Hire Period.
- i) Auckland Council reserves the right to have staff present at the Event at any time.
- j) 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).
- k) All Local Boards give priority to activities that will enhance their local areas. These types of activities are eligible for a subsidy (priority rate).

Regular hire

- a) A Hirer who has 10 or more recurring confirmed bookings within Auckland Council's Financial Year, is a "**Regular Hirer**" for the purposes of this Agreement.
- b) As a regular hirer you are agreeing to hire between 1 July to 30 June of the financial year. Payments may be for the year or you can elect to pay by installments in which case periodic invoices will be issued.
- c) To confirm its bookings a Regular Hirer must accept these Terms and Conditions within four days of receiving the booking schedule. These Conditions shall be deemed to be accepted if Regular Hirer doesn't contest the booking schedule within four days from receipt of the booking schedule.

A Regular Hirer may pay the total annual Venue Hire Price for all of its bookings in the Financial Year:
 - i. at the time the bookings are made (or within 4 days); or
 - ii. by regular equal installments over the year, in which case periodic invoices will be issued by Auckland Council.
- d) The provision of credit to Regular Hirers under this agreement is limited only to liability for payment of moneys payable for the supply of services provided by Auckland Council Community Facilities. Nothing herein shall impose any obligation on Auckland Council to provide credit to the customer in respect of any other types of services or goods supplied by Auckland Council.
- e) Regular Hirers must rebook with Auckland Council for new and continued use each Financial Year. Regular Hirers must submit their booking requests from the date announced by Auckland Council each year for the following Financial Year. Any written application for recurring bookings received before that date will not be accepted.
- f) Auckland Council cannot guarantee the renewal of existing Regular Hirer arrangements will be approved each year.
- g) A priority rate will only apply to Regular Hirer's booking if the booking meets the requirements set out under 'Bookings' above.
- h) Regular Hirers may be asked to relinquish one or more of their bookings if the relevant Community Venue is needed for a multi-day event, elections, maintenance or to allow for better use of all rooms within a Community Venue. In such cases, a minimum of 3 weeks' notice will be provided to the Regular Hirer.
- i) One access card/key is allocated to Regular Hirers. There is a fee for a Regular Hirer who requires an additional access card or key.

Casual hire

- a) A Hirer who has less than 10 confirmed bookings within Auckland Council's Financial Year, is a "**Casual Hirer**" for the purposes of this Agreement.
- b) To confirm a booking (or bookings), a Casual Hirer must, within 4 days of making the booking:
 - i. accept these Terms and Conditions of Hire; and
 - ii. make full payment of the relevant Venue Hire Price (in accordance with the requirements below).
- c) If the payment is not made within 4 days after the booking is requested, the relevant booking will be automatically canceled on the 8th day following the booking request.
- d) By making a payment to Auckland Council for Community Venue hire you will be deemed to have accepted these Terms and Conditions of Hire.

Payment

- a) All fees and charges quoted at the time of booking are current at that time and are subject to change. Local Boards review and set fees and charges for all Community Facilities annually, such fees and charges to take effect on 1st July each year. The fees are published on the Auckland Council website:
www.aucklandcouncil.govt.nz
- b) All fees quoted at the time of making a booking are GST inclusive. Any fees payable in relation to cancellation of hire exclude GST.
- c) Regular Hirers may be invoiced monthly, and payment is due as stated on the invoice.
- e) The Hirer shall be liable for the payment of all amounts owing to Auckland Council pursuant to this Agreement, whether or not the services of Auckland Council are supplied to the Hirer, or to some other person, firm or corporate body at the Hirer's request, 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.
- f) If payment is overdue for a period of 14 days or more, the outstanding amount will be a debt due to Auckland Council and may be referred to a debt collection agency or other duly authorized agent of Auckland Council for collection. In addition, Auckland

- d) Casual Hirers are required to pay in full within 4 days of making their booking.

Council may at its discretion and without prejudice to its other remedies:

- a. Suspend for such period and subject to such terms as Auckland Council in its discretion determines any entitlement to credit given to the Hirer pursuant to this Agreement.
- b. 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 Auckland Council.

Additional charges

- a) Auckland Council reserves the right to invoice the Hirer for any additional charges resulting from Hirers use. In addition to the Venue Hire Price quoted at the time of booking, the Hirer may be charged for:
 - a. Any damage to the Community Venue caused during the Hire Period or through any breach of the Terms and Conditions in this Agreement.
 - b. Any theft of Auckland Council property from the Community Venue during the Hire Period.
 - c. Any extra cleaning, rubbish removal, repair or reinstatement of the Community Venue which Auckland Council considers is required after the Event.
 - d. Any costs, losses or expenses that Auckland Council incurs due to any breach of the terms and conditions outlined in this Agreement.
 - e. Any unreturned access card(s) or key(s).
 - f. Any emergency services call out or fire alarm activation for a non-emergency situation.
 - g. If a fire alarm is set off other than for an emergency, Auckland Council reserves the right to impose an additional fire service fee of up to \$1500+GST and hold the Hirer liable for that amount.
 - h. Auckland Council noise control units sent to the Community Venue during the Event.
 - i. Any unauthorized overstay, which will be charged at double the hourly rate.
- b) Auckland Council reserves the right to apply an additional charge for security, cleaning and/or a technician for an Event.
 - c) The Hirer will upon demand pay all of Auckland Council's reasonable expenses, including cheque dishonor fees, 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) In the event that the Hirer terminates the Agreement (including by notifying Auckland Council that it wishes to cancel any booking), Auckland Council will refund the Booking Fee as follows: (effective from 1 June 2016 onwards):
 - a. Cancellation notice received more than 30 days prior to the date of Event: Full refund less a penalty fee of the lesser of \$15 or 25% of the Venue Hire Price
 - b. Within 30 days prior to the Event – 50% of booking fee
 - c. within 14 days prior to the Event –25% of booking fee
 - d. within 7 days prior to the Event – no refund
- b) If the Hirer cancels more than one booking, penalty fees apply to each canceled booking.
- c) Any refund due will be made to the account from which online payment of the Venue Hire Price was made. If the Venue Hire Price was not paid online, any refund due by Auckland Council under this Agreement will only be paid on receipt of proof of a bank account for the Hirer.
- d) Auckland Council may terminate any booking(s), any Event and/or this Agreement in its sole discretion if it considers:
 - a. the Event will, or might, contravene any statute, 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.
- e) Auckland Council 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. Auckland Council will endeavor to provide an alternative Community Venue. If the alternative option is not suitable, the hire fee will be refunded.
- f) Auckland Council shall be entitled to suspend or cancel all or any part of this Agreement, in addition to its other rights and remedies, in any of the following circumstances:
 - a. If any cheque tendered to Auckland Council in payment of any indebtedness of the Hirer under this Agreement is dishonoured upon presentment.
 - b. If the Hirer fails to meet any obligation under the Agreement with Auckland Council.
 - 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 a receiver is appointed in respect of the assets of the Hirer.
 - e. If an arrangement with the Hirers creditors is made or is likely to be made.
- g) Upon cancellation of this Agreement under (c) or (e) above the Venue Hire Price will not be refunded and all indebtedness of the Hirer to Auckland Council hereunder shall become immediately due and payable.

Cleaning, rubbish and lock-up

- a) The Hirer is responsible for ensuring that the hired space is left clean and ready for the next user. This includes wiping down benches, tables, stoves and sinks; removing all decoration; vacuuming, mopping up spills and sweeping/static mopping of the floor.
- f) A strict three-strike policy applies for cleaning and rubbish removal each Financial Year. A Hirer will receive a warning if it does not leave the hired space clean and ready for the next user. On the third occurrence warranting a warning, the Hirer will be removed from the Community Venue, any future bookings will be cancelled and the Hirer will not be allowed to book any Auckland Council

- b) In the event that a Special Clean Fee has been charged, the Hirer is not responsible for cleaning the floors or toilet areas. A Hirer who has paid for the Special Clean Fee is still required to sweep, clean and pack down tables and chairs, and pack, bag and remove all rubbish off site.
- c) Hirers are required to bring their own cleaning equipment and garbage bags for the rubbish.
- d) The Hirer must remove all rubbish off site at the end of the Event, and must leave the Community Venue and all equipment and furnishings in the Community Venue, including car parks and adjacent premises, in good, clean and tidy order. Additional charges will be incurred if rubbish is not removed off-site.
- e) All rubbish must be bagged and disposed of in accordance with Auckland Councils' waste minimisation policy.

Community Venue for the remainder of the Financial Year.

- g) The Hirer must secure the Community Venue after the Event, in particular: The Hirer must return all access cards/keys to the Council within [five] days after the Event (or in the case of a Regular Hirer, after the last booked Event during the Financial Year).
 - a. Switch off all electrical appliances, lights, heaters and stoves
 - b. Ensure that all windows and doors are secure
 - c. Ensure that the alarm is set and activated (where applicable)

Insurance

- a) The Council does not undertake to arrange for or maintain any insurance cover, property, contents or otherwise, for the Community Venue or the Event for the benefit of the Hirer.
- b) The Hirer is responsible to arrange for and maintain any insurance cover they consider necessary and adequate. That includes any public liability insurance cover which is required for medium – to high risk Events to protect the Hirer against claims made by third parties for damage to people or assets.

Alcohol

For current guidelines, please visit Auckland Council website: aucklandcouncil.govt.nz. The Hirer will comply with any alcohol restrictions or guidelines included in this Agreement at the time of booking.

Liability

- a) The Hirer will indemnify Auckland Council, its employees or agents against all claims, demands, losses, damages, costs and expenses arising from the Hirer's use of the Community Venue or any breach of this Agreement.
- b) Auckland Council is not responsible 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.
- c) The council does not warrant that the Community Venue is suitable for the Event.
- d) The Council is not liable for any loss or expense that the Hirer incurs if the Council 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 Council's reasonable control.
- e) To the extent permitted by law, the Council 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 Council's liability under or in relation to this Agreement for any loss, damage, claim or expense is limited to the Venue Hire Price.

Health and Safety

- a) The Hirer must ensure that access and egress for residents, businesses or emergency vehicles are available at all times and that the public is not duly inconvenienced by the Event. This includes public and private access ways that must be kept clear at all times.
- b) It is the Hirers responsibility to make themselves familiar with the evacuation procedure in case of fire at the Community Venue, and to ensure that all emergency exits are clear and free of any obstacles.
- c) In case of fire at a Community Venue, the Hirer must ensure the evacuation procedure is followed immediately and fire emergency response is notified.
- d) The Hirer is responsible to appoint and instruct a fire warden for the Event. The assigned fire warden must ensure that all emergency exits are checked twice prior to the Event and at least once during the Event. This includes ensuring there is no interference with smoke detectors, fire extinguishers and emergency exits.
- e) 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 Auckland Council by calling 09 301 0101.
- f) It is the responsibility of the Hirer to provide first aid supplies.

Introduction and access to Community Venue

- a) It is the Hirer's responsibility to make themselves familiar with the Community Venue, in particular:
 - a. Cleaning requirements on completion of the Event.
 - b. Layout, available space and equipment provided.
 - c. Equipment packing and storing.
 - d. Fire Warden duties, including emergency evacuation procedures.
 - e. Security and lock up procedures.
 - f. The capacity of the Community Venue.
 - g. Noise control limits.
- b) Auckland Council will provide the Hirer with the access card or key to the Community Venue at least one day prior to the Event, subject to payment of the Venue Hire Price and confirmation of the booking in accordance with this Agreement.
- c) It is the Hirer's responsibility to be available at the agreed times to receive the access card/key or be present at the Community Venue at the agreed time to receive access.

Noise, neighbors and music

- a) In organising and staging the Event, please consider the interests of the Community Facilities neighbors.
- b) Noise levels must be kept to an acceptable level at all times. Failure to reduce noise levels at the request of a Council official or the police will result in the Event being stopped.
- c) For multi-room Community Facilities, hirers must maintain noise levels below 60 decibels.
- d) A strict three-strike policy applies in respect of noise levels for each Financial Year. A Hirer will receive a warning if its noise levels are higher than the above limits (in (b) and (c) above). On the third breach of noise levels, the Hirer will be removed from the Community Venue, the Event and future bookings will be cancelled, and the Hirer will not be allowed to book any Community Venue for the remainder of the Financial Year.
- e) If commercial recorded music is used in a Community Venue, it is the responsibility of the Hirer to comply with all copyright requirements.
- f) All music or amplified sound must cease 10 minutes before the booked finish time or as stipulated in the booking order form or otherwise advised by Council.

Parking

- a) The Hirer shall ensure that no vehicle obstructs access in any way, or contravenes any restricted parking signs.
- b) Auckland Council cannot guarantee parking availability as it is limited at all Community Venue.

Indoor sporting activities

- a) A Community Venue that is hired for indoor sporting activities including badminton, basketball, football, volleyball and netball are not purpose built and are not necessarily compliant with current guidelines in terms of court dimensions and space surrounding the indoor courts.
- b) Hirers who use a Community Venue for indoor sports accept the courts in their current configuration and condition.
- c) Appropriate white soled shoes must be worn for all sport activities inside the Community Venue. To prevent floor damage, tap dance groups must ensure the screws in their shoes are removed.

Furniture and equipment

- a) 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 area, ensuring that all fire exits are left clear at all times.
- b) Furniture and equipment in the Community Venue are approximate numbers only and may vary. Tables and chairs are provided but a specific number is not guaranteed. Auckland Council reserves the right to remove or replace furniture at each Community Venue 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.
- c) It is the Hirer's responsibility to ensure that all furniture brought in externally for an Event, is removed by the end of the Hire Period.
- d) Auckland Council reserves the right to remove and if not claimed, dispose of any equipment or furniture left in a Community Venue after the Hire Period.
- e) Auckland Council does not take responsibility for the loss or damage to any equipment, furniture or personal item left in a Community Venue.
- f) Furniture and equipment must be carried, not dragged on the floor.
- g) All electrical equipment brought in by Hirers must display the current tag that identifies it has been tested and tagged by a qualified technician. This is an Auckland Council regulation and any electrical equipment found in a Community Venue that is not tagged, will be removed.

Miscellaneous matters

- a) The Hirer must take proper care of the Community Venue and ensure that no damage occurs.
- b) 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. 3M tape is permitted to hang decorations from the walls.
- c) Should there be a piano in the Community Venue, the Hirer must ensure this is not moved. It is the responsibility of the Hirer that the piano is tuned.
- d) The Hirer must not use any of the Community Facilities' equipment, fixtures, fittings, heating or ventilation systems other than for the Event and that equipment's intended purpose.
- e) No substance shall be deposited in toilets, sinks or drains that will cause blockage or damage.
- f) Lighting with a naked flame is permitted only under strict supervision in a Community Venue. For more information please call Venue Hire Team on 09 3792030.
- g) Ballroom powder, confetti or glitter is not permitted in a Community Venue.
- h) Kitchen facilities must not be used to prepare food for sale – except where a Kitchen is Registered. For a staffed Community Venue where there is a Registered Kitchen, written consent of Auckland Council is required to prepare food for sale.
- i) Where a bouncy castle is permitted inside a Community Venue, it must not touch the ceiling or walls, and must be powered only by an electric air compressor.
- j) All Community Facilities are smoke free.
- k) No food or drink is to be consumed in any part of a Community Venue where it is prohibited.
- l) Any damage to the building, art work, exhibit, furniture fitting, fixture or chattel within a Community Venue must be reported immediately to Auckland Council by calling 09 301 0101.

Storage hire – existing arrangements only

- a) Auckland Council reviews storage allocation and requirements on an annual basis and Hirers must apply to Auckland Council for continued use each Financial Year. This applies only to staffed Community Venue.
- b) Where a Community Venue is not staffed, storage hire is not available unless an existing arrangement was made under a legacy Council agreement.
- c) Auckland Council is not responsible for any loss or damage to any item(s) left in or stored in a Community Venue by the Hirer.
- d) Auckland Council does not provide any insurance cover for loss or damage to property of the Hirer or visitor to the Community Venue.
- e) The storage areas inside a Community Venue must be used to store equipment that is only for indoor use. Storing outdoor equipment inside is not permitted in a Community Venue.
- f) Auckland Council reserves the right to cancel storage allocation where circumstances so warrant. This may include but is not limited to capital works taking place in line with the annual review. A minimum of four weeks' notice will be provided to the Hirer.

In this Agreement, unless the context otherwise requires

Agreement means the agreement between Auckland Council and the Hirer in regards to the Event and agreed Community Venue and includes these General Terms and Conditions, the booking form and any confirmation letters/emails from Auckland Council.

Community Venue means the Council owned venue and its facilities identified in the booking form (paper or electronic) that forms part of this Agreement.

Council means Auckland Council.

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.

Venue Hire Price is the fee charged for use of an Auckland Council Venue specified in the [confirmation email or letter received from Auckland Council in relation to the Hirer's booking].

Financial Year means 1 July to 30 June.

Hirer means the person(s) or legal entity named as Hirer in the booking form (paper or electronic) that forms part of this in 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 Community Venue is hired for and includes the induction to the Community Venue and the cleaning time after the Event

Special Clean Fee means any cleaning fee detailed in the [confirmation email or letter received from Auckland Council in relation to the Hirer's booking].