

# Welcome to Auckland Council Community Venues

## Terms and Conditions of Hire

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 of Hire have been developed to ensure your event runs smoothly with minimal disruption. These Terms and Conditions of Hire 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 of hire. For casual hirers, receipt of full payment must also be received to confirm the booking.

**By accepting this Agreement, I warrant and confirm that:** *I have read and understood the full Terms and Conditions of hire, I am at least 18 years old and have the authority to accept this agreement, and I understand and accept that the information provided for my booking may be shared with the NZ police.*

### General conditions of use

- 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:
  - i. enter into agreements or contracts
  - ii. assume obligations
  - iii. incur and pay debts
  - iv. sue and be sued in its own right
  - v. 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 Hire Period.
- c) The capacity of the Community Venue (as stated on the website displaying details 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) The Community Venue is designed for general use. The Hirer must consider the suitability for their intended purpose when making a booking.
- e) The Auckland Council Customer Privacy Policy applies to Hirers. This can be found at [www.aucklandcouncil.govt.nz](http://www.aucklandcouncil.govt.nz)
- j) 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).
- k) The Hirer must not allow any illegal activities to take place in or outside the Community Venue during the Hire Period. All statutory rules, regulation and bylaws in force shall be strictly observed by the hirer.
- l) The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, responsible for all children 10 years of age and under.
- m) 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.
- n) The Auckland Council Customer Privacy Policy applies to hirers. This can be found at [www.aucklandcouncil.govt.nz](http://www.aucklandcouncil.govt.nz)
- o) Nothing in this Agreement creates a landlord – tenant relationship between parties.

- p) 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.

### 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) Hire-age 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 within 5 days to your booked date you must contact Auckland Council on 09 3792030. It may not be possible for Auckland Council to accommodate all requested changes.
- f) Change of a booking day is considered as a cancellation of the booking as a whole.
- g) Cancellation rules apply to all amended bookings that result in a different time period, except for the extension of bookings.
- h) Set up and pack down time must be included in the Hire Period.
- i) The Hirer shall ensure that all persons have vacated the Community Venue by the end of the Hire Period.
- j) Auckland Council reserves the right to have staff present at the Community Venue at any time during the Hire Period.
- k) 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).
- l) 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 each 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 Financial Year or you can elect to pay by instalments in which case periodic invoices will be issued.
- c) To confirm 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 does not contest the booking schedule within four days from receipt of the booking schedule.
- 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 Venues. 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' (l) 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:
  - accept these Terms and Conditions of Hire; and
  - 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 cancelled.
- 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 Venues annually, such fees and charges to take effect on 1<sup>st</sup> July each year. The fees are published on the Auckland Council website: [www.aucklandcouncil.govt.nz](http://www.aucklandcouncil.govt.nz)
- b) All Venue Hire Prices 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 if they are an Auckland Council credit approved customer, and payment is due as stated on the invoice.

- d) Casual Hirers are required to pay in full within 4 days of making their booking.
- 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 not made in 14 days, 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 Council may at its discretion and without prejudice to its other remedies:
  - i. 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.
  - ii. 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:
  - i. Any damage to the Community Venue caused during the Hire Period or through any breach of the Terms and Conditions in this Agreement.
  - ii. Any theft of Auckland Council property from the Community Venue during the Hire Period.
  - iii. Any extra cleaning, rubbish removal, repair or reinstatement of the Community Venue which Auckland Council considers is required after the Event.
  - iv. Any costs, losses or expenses that Auckland Council incurs due to any breach of the terms and conditions outlined in this Agreement.
  - v. Any unreturned access card(s) or key(s).
  - vi. Any emergency services call out or if a fire alarm is set off other than for an emergency, Auckland Council reserves the right to impose an additional fee of up to \$1500+GST and hold the Hirer liable for that amount.
  - vii. Auckland Council noise control units sent to the Community Venue during the Event.
  - viii. 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 dishonour 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 Venue Hire Price as follows:
  - i. 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
  - ii. Within 30 days prior to the Event – 50% of booking fee
  - iii. Within 14 days prior to the Event –25% of booking fee
  - iv. Within 7 days prior to the Event – no refund
- b) If the Hirer cancels more than one booking, penalty fees apply to each cancelled booking.
- c) Any refund due will be made to the account from which online credit card payment of the Venue Hire Price was made. If the Venue Hire Price was not paid online by credit card, 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) If payment of the Venue Hire price was not made by the main contact on the booking, proof of payment must be supplied.
- e) Auckland Council may terminate any booking(s), any Event and/or this Agreement in its sole discretion if it considers:
  - i. 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
  - ii. that the management or control of the Event is deficient.
  - iii. the Event will involve alcohol and the booking was made within 20 working days prior to the date of the Event.
- f) 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 endeavour to provide an alternative Community Venue. If the alternative option is not suitable, the hire fee will be refunded.
- g) 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:
  - i. If any cheque tendered to Auckland Council in payment of any indebtedness of the Hirer under this Agreement is dishonoured upon presentment.
  - ii. If the Hirer fails to meet any obligation under the Agreement with Auckland Council.
  - iii. 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.
  - iv. If a receiver is appointed in respect of the assets of the Hirer.
  - v. If an arrangement with the Hirers creditors is made or is likely to be made.
  - vi. If any information given on the booking form is found to be untrue.
- h) Upon cancellation of this Agreement under or (e) and (g) 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
- b) In the event that a Special Function Service fee has been charged, the Hirer is not responsible for:
  - Wiping down benches, stoves and sinks
  - Vacuuming, sweeping and mopping the floors
- c) A Hirer who has paid for the Special Function Service is still required to:
  - i. clean tables and chairs and any other utensils used
  - ii. return all tables and chairs to designated storage areas
  - iii. remove all decorations
  - iv. pack, bag and remove all visible rubbish off site.
- d) Hirers are required to bring their own cleaning equipment and garbage bags for the rubbish.
- e) 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.
- f) All rubbish must be bagged and disposed of in accordance with Auckland Councils' waste minimisation policy.
- g) 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 Community Venue for the remainder of the Financial Year.

- h) The Hirer must secure the Community Venue after the Hire Period, in particular:
  - i. Switch off all electrical appliances, lights, heaters and stoves
  - ii. Ensure that all windows and doors are secure
  - iii. Ensure that there are no unauthorised persons are in the booked space
  - iv. Ensure that the alarm is set and activated (where applicable)
- i) The hirer must return all access cards to the council within [five] days of the end of the Hire Period (or in the case of a Regular Hirer, after the last booked Event during the Financial Year)
- j) If a key was issued, the hirer must make this available for pick up the Wednesday after their last date of the Hire Period. .

### 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

- a) It is the Hirer's responsibility to check current guidelines and information about liquor licensing, please visit Auckland Council website: [aucklandcouncil.govt.nz](http://aucklandcouncil.govt.nz). The Hirer will comply with all alcohol requirements, restrictions or guidelines
- b) All bookings with alcohol must be made 20 working days prior to the event date. Auckland Council reserves the right to not accept or cancel any bookings with alcohol that are made within 20 working days.
- c) Hirer must comply with the below host responsibilities:
  - i. The main user on the booking is nominated to manage the conduct of the consumption of alcohol.
  - ii. The hirer shall have available for consumption on the premises, 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.
  - iii. Information regarding alternative forms of transport must be available for attendees
  - iv. Drinking water is to be freely available.
- d) Hirer must identify at least one responsible adult for every 50 attendees.
- e) Hirer must supply venue hire with a copy of their own photo ID and photo ID for each responsible adult (passport or NZ driving license)
- f) No alcohol can be taken outside the venue when the venue is within a liquor ban area. It is the hirers responsibility to know if the hired venue is situated in a liquor ban area.

### 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) Auckland 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 Auckland Council's reasonable control.
- e) To the extent permitted by law and without limiting any of the Hirer's rights under the Consumer Guarantees Act 1993, Auckland Council 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 Auckland Council'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 Price.
- f) It is the hirer's responsibility to ensure that the requirements of the Health and Safety at Work Act 2015, 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.

## 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 – including tables and chairs when leaving the venue
- 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 Hire Period. The assigned fire warden must ensure that all emergency exits are checked twice 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.
- 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 to Auckland Council by calling 09 301 0101.
- f) It is the responsibility of the Hirer to provide first aid supplies.
- g) The hirer is responsible for ensuring that the general public does not have access to the Community Venue, including the toilets, during the Hire Period.

## Introduction and access to Community Venue

- a) It is the Hirer's responsibility to make themselves familiar with the Community Venue, in particular:
  - i. Make sure it is safe and fit for the purpose of the hire.
  - ii. Cleaning requirements on completion of the Hire Period.
  - iii. Layout, available space and equipment provided.
  - iv. Equipment packing and storing.
  - v. Where tables and chairs should be stacked.
  - vi. Fire Warden duties, including emergency evacuation procedures.
  - vii. Security and lock up procedures.
  - viii. The capacity of the Community Venue.
  - ix. 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, neighbours and music

- a) In organising and staging the Event, please consider the interests of the Community Venue's neighbours.
- 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 Venues, 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. Auckland Council cannot guarantee parking availability as it is limited at all Community Venues

## 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) 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.
- e) 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.
- f) Auckland Council does not take responsibility for the loss or damage to any equipment, furniture or personal item left in a Community Venue.
- g) Furniture and equipment must be carried, not dragged on the floor.



- h) 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. Pianos will be tuned once a year. The hirer is responsible for any additional tuning.
- 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 not permitted in a Community Venue. Ballroom powder, confetti or glitter and smoke machines are not permitted in a Community Venue.
- g) Kitchen facilities must not be used to prepare food for sale – except where a Kitchen is appropriately registered or otherwise lawfully permitted to be used for the preparation of food for sale. For a staffed Community Venue where food for sale may be prepared, written consent of Auckland Council is required to prepare such food for sale.
- h) 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.

- i) All Community Facilities are smoke free - including smoke machines.
- j) No food or drink is to be consumed in any part of a Community Venue where it is prohibited.
- k) 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.
- l) It is the responsibility of the hirer to make sure all interested parties (decorators, caterers etc) are made aware of the terms and conditions.

### 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 that of any 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 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 regard 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.

**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 (inclusive).

**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 Function Service Fee** is the mandatory fee charged for a booking that has alcohol and or food or by request of the hirer