

1. Confirmation

All bookings must be confirmed by the payment of a security, confirmation and damage bond and the signing of the relevant contracts. Failure to confirm the booking may result in the hall being hired to another party. No use can be made of the premises until the rental, bond and any incidental charges have been paid or arranged for to the satisfaction of the Bookings Administrator.

2. Bond

The security, confirmation and damage bond is refundable following the hire provided:

- a) The area hired has been left in a satisfactory condition as determined by the Council and no loss or damage has been caused or occasioned by the use.
- b) No cleaning or rubbish removal is required.
- c) Payment of all other costs incurred have been paid in full to the Council.

Once these conditions have been satisfied the bond will be refunded within 14 (fourteen) working days of request.

Note: *The liability of any hirer for damage to or loss of any furniture or fittings and/or damage to floors, windows and walls within the centre is not limited to the amount of the bond, and any additional expense incurred by Council in rectifying the situation will be recovered from the hirer as a debt.*

3. Cancellations

- a) If the Hirer cancels the Event, Council will retain the Bond (if any) and the following cancellation provisions will apply:
 - i. Less than 60 days prior to event, 20% of the hire charge is payable; or
 - ii. Less than 30 days prior to the event, 50% hire charge is payable; or
 - iii. Less than 7 days prior to the event, 100% hire charge is payable.

This clause applies on the basis of a genuine pre-estimate of loss to Council and is not intended to operate as a penalty. Council may not be able to re-hire the venue to another hirer at the same or any price and Council will have taken steps to provide the venue to the hirer.

- b) Regular users are able to make bookings up to 12 months in advance. While all endeavours will be made to honour these bookings, Council reserves the right to cancel bookings in the event that a community function or other significant event is proposed during the booking period. Should this arise, Council will provide notice in writing at least 14 days before the hire commences.

4. Hire charges

These are detailed separately. Hire charges must be paid no later than 4:00 p.m. on the day before the day of hire.

Where any hirer has not paid the charges by this time, Council reserves the right to cancel the booking and hire out the area to another party.

5. Bookings Administrator

Hirers are required to contact the Bookings Administrator before the hire commences, to make arrangements for access to the area and to discuss any other aspects of the use.

The Bookings Administrator contact:

Phone: 07 306 0500

Email: openplacesadmin@whakatane.govt.nz

The Bookings Administrator has jurisdiction to settle all matters relating to the use of the complex, including hire charges.

Note: *The Council reserves the right to make the final decision in respect of any dispute which may arise in relation to the use of the complex or in respect of the interpretation of any of the conditions of hire or rules of use.*

6. Setting up

The setting up of the particular area to be used is the responsibility of the hirer. No tacks, nails, screws or staples shall be driven in any part of the premises. No decorations, native foliage or trees may be placed in the Hall without the Bookings Administrator's approval. Blu-tack and Sellotape may be used only with the express permission of the Bookings Administrator.

Any loads on the floor of the hall are not to exceed 500 kg per square metre, and equipment and plant or other materials are not to be moved over the floor unless conveyed on an approved rubber-tired trolley or conveyance.

Hirers are requested to advise the Bookings Administrator of their requirements for tables and chairs when booking. All chairs, tables and other equipment used must be returned to their designated storage area by the hirer.

Note: *No equipment or furniture is to be removed from the Complex or interfered with without the express approval of Council.*

7. Cleaning

Following any use, it is the obligation of the hirers to clean the area to the satisfaction of the Council. Generally, this will require the hirers to remove all material used by them, to collect and dispose of all litter, to clean and wash all kitchen and serverly surfaces including the floor and appliances, vacuum and/or sweep all other flooring, and clean all toilets.

All cleaning operations are to be undertaken immediately following the use, and in any case must be completed by 8:00 am on the day following the hire unless other arrangements to the satisfaction of the Bookings Administrator have been made.

In the event of the Council considering that the areas which were occupied by the hirer are not in a satisfactorily clean and tidy condition, the hirer will be given the opportunity to remedy the matter. If the hirer does not, and/or it is considered necessary, commercial cleaners will be engaged to carry out cleaning work, and the costs of such engagement shall be charged to the hirer at the current rates. The bond will not be refunded until such charges are paid.

8. Hire periods

- (a) Evening hirers are permitted to occupy the complex until 8:00 am the day following their use to complete cleaning of the areas concerned. Subsequent users will not normally be able to occupy the premises prior to this time.
- (b) Although users are normally required to complete their cleaning of the area and vacate the complex by 8:00 am on the following day, the Bookings Administrator may permit a particular user to remain beyond this time where he/she is satisfied that this will in no way prejudice a subsequent user.

9. Safety hazards

- (a) **Slippery floors/surfaces when wet**

When the floors in the stadium become wet, they are extremely slippery. It is the responsibility of the hirer to ensure that users are not put at risk by leaving wet surfaces exposed.

Hirers are also responsible for ensuring that should the surface become wet, immediate action is taken to ensure the area is either cordoned off or dried.

- (b) **Ceiling Tiles and Skylights**

When using the stadium for sporting events, it is important to ensure the ceiling tiles, lights and heating panels are not loosened by objects hitting the ceiling.

(c) **Fire Regulation**

Fire regulations require that the number of persons occupying the hall at any one time be restricted to:

- | | |
|--------------------|-----|
| • Sports Stadium | 500 |
| • Reception Lounge | 250 |
| • St John's Room | 60 |

These limits must be strictly adhered to for all events.

It is the responsibility of the hirer to ensure that in the event of fire the users of the hall are evacuated from the building.

All means of access and egress will be kept clear at all times to the satisfaction of the Council and the Council Building Inspector.

10. Alcohol

There are no glasses available at the hall and a Special Licence is required for the sale and/or supply of liquor. This can be obtained from the Whakatane District Council. No BYO is permitted in the Venue.

The use of alcohol within the hall is subject to a responsible attitude being demonstrated and users are to ensure that members of their party do not abuse the privilege.

11. Charges

The Council reserves the right to amend the hire charges and conditions of use of the Venue at any time.

12. Liability

The Council will accept no responsibility for any claim rising out of the hire of the Complex or any part thereof.

13. Other conditions

- Specific approval from Council will be required for any hire involving hard ball-sports or the use of roller-blades/skates or any other activity which may damage hall surfaces.
- Sub-letting of the premises, or any part thereof, is absolutely prohibited and will not be recognised under any circumstances, except under the consent of the Council in writing.

- No hirer shall alter, remove or interfere with any equipment or property without the consent of Council.
- No bill, placards or advertising matter of any description will be permitted on any part of the premises or approaches to the hall except those specifically approved by Council.
- During the course of a dance or similar function the lights in the hall and toilets are to be left on at all times.
- No concession rate hirer shall make any charge for admission unless the written consent of the Council is obtained before the event is held.
- In the event of more than one application being made for any one particular date, the hirer agrees to abide by the decision of the Council in respect thereof.
- No live band and/or music is to play beyond 12:01am the morning following the use.
- No materials or substances are to be put on the hall floor without the express permission of the Bookings Administrator.

14. Heat Pumps

In order to operate the heat pumps in the Reception Lounge, you will need to turn and set each heat pump individually. Open the bottom cover and chose a heat pump by selecting the corresponding button (2, 3 or 5). Once selected, select the **On** button. **Mode** will select heating or cooling and you can adjust the temperature as desired. If further heat pumps are required, chose the next heat pump (2, 3 or 5) and follow the above directions to turn that pump on as well. Please ensure each heat pump is turned off individually prior to leaving to avoid additional utility charges.

