

**PLEASE READ AND FAMILIARISE YOURSELF WITH THESE CONDITIONS**

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## Section 1: General Conditions of Use

### *Booking information*

**Full day booking:** within one day/date. Although users are normally required to complete their cleaning of the area and vacate the complex by 7:00am on the following day, the Booking Officer may permit a particular user to remain beyond this time where he is satisfied that this will in no way prejudice a subsequent user.

**Half day booking:** up to 4 hours (unless otherwise organised with Council staff).

**Gaps between bookings** to allow Custodian to prepare and clean for subsequent users:

- For general sports session and minor events: 30 minutes
- For larger events or those involving food and beverages: 1.5 hours

**Preparation and clear out:** Preparation and clear out time is charged by the hour.

**Opening and Closing times:** Earliest opening time is 7am, by arrangement with hall Custodian. Latest closing time is 2am; however please note that no live band and/or music is allowed after 1am. Ōhope Hall is subject to further noise restrictions due to the residential area.

### *Hire Charges*

These are detailed within the Fees and Charges schedule. Hire charges must be paid in full as per invoice – an estimate of these charges will be advised prior to event. The quote/estimation/hire fee may be subject to change based on changes to Council's adopted fees and charges. Where any hirer has not paid the charges within the appropriate time-frame Council may delay or entirely withhold the security, confirmation and damage bond. This may also affect future bookings made or requested. The Council also reserves the right to amend the hire charges and conditions of hire at any time.

### *Confirmation and Bond Payment*

All bookings must be confirmed by the payment of a security, confirmation and damage bond as well as the signing of this contract. Failure to confirm the booking within two months of the booking date may result in the area concerned being hired to another party. If another enquiry is received for the date that a tentative booking is held, the original party will have 24 hours in which to arrange and pay the Bond.

No use of the premises, or any part thereof provisional or otherwise, can be made until the Bond has been paid or arranged for to the satisfaction of the Chief Executive.

The security and damages bond is refundable within fourteen working days of request (by the Hirer) after final invoicing has taken place along with full payment received following the hire, provided:

- a) the area hired has been left clean and tidy in a satisfactory condition as determined by the Custodian and no loss or damage has been caused or occasioned by the use;
- b) any keys or fobs have been returned;
- c) payment of all other costs incurred has been paid in full to the Council.

**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.*

### Cancellations

- a) If the Hirer cancels the Event, Council will retain the Bond (if any) and the following cancellation provisions will apply at the discretion of Council. This clause applies on the basis of a genuine pre-estimate of loss to Council as 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 and it is not intended to operate as a penalty. Where cancellation occurs within:
  - (i) Less than 60 days prior to the Event, 20% of the Hire Charges is payable; or
  - (ii) Less than 30 days prior to the Event, 50% of the Hire Charges is payable; or
  - (iii) Less than 7 days prior to the Event, 100% of the Hire Charges is payable.
- 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, emergency requirement or other significant event is proposed during the booking period. Should this arise, Council will provide notice via email at least 14 days before the hire commences and endeavour to arrange an alternative Council facility for regular users or offer a discounted replacement booking at a mutually agreeable date. Should the alternative facility rate be higher than the existing rate, Council will cover the difference in hire costs.

### Hire Periods

As evening hires are permitted the hirer is able to occupy the complex until 7:00am the day following their use to enable them to complete the cleaning of the areas concerned. Subsequent users will normally not be able to occupy the premises prior to this time.

### Set 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, vehicles or heavy machinery may be placed in the Hall without the Custodian's approval. Blu-tack and Cellotape may only be used with the express permission of the Custodian.

Hirers are requested to advise the booking agent of their requirements for tables and chairs when booking and all furniture is available in the storage room.

**Note:** *No equipment or furniture is to be removed from the Complex or interfered with without the express approval of Council. Hirers are to remove all material used by them, to collect and dispose of all litter.*

### *Clean Up*

Following any usage, it is the obligation of the hirers to clean the area to the satisfaction of the Custodians. Hirers are to clean up all spills on the kitchen and bar surfaces, vacuum the carpet and wash the vinyl floor in the kitchen. The outside areas (steps, paths, entries, etc.) are to be cleared of any rubbish.

*All cleaning operations are to be undertaken immediately following hall usage, and in any case must be completed by 7:00am on the day following the hire, or earlier depending on hall usage on the following day.*

In the event of the Custodian considering that the areas which were occupied by the hirer are not in a satisfactory clean and tidy condition, the hirer will be given the opportunity to remedy the matter. If the hirer does not, and it is considered necessary, commercial cleaners will be engaged to carry out cleaning work beyond the scope of the Custodians' duties, following any hire to enable the aforesaid deadline to be met, the costs of such engagement shall be charged to the hirer at the current rates.

In the event of Council being requested to organise the cleaning of hired areas, a fee will be charged (as per fees and charges schedule) and invoiced to the hirer. The bond will not be refunded until such fees are paid.

**Please note:** A standard cleaning fee of \$200 is required for the stadium floor if alcohol, food and/or beverages have been consumed in the War Memorial Hall Stadium or Ōhope Hall.

### *Custodian*

Hirers are required to contact the Custodian (mobile phone: 027 296 3797) no less than 24 hours before the hire commences, to make arrangements for special access to the area and to discuss any other aspects of the use, including disabled seating in the Little Theatre.

The Custodian has jurisdiction to settle all matters relating to the use of the complex, other than hire charges which are the responsibility of the booking agents.

**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.*

### *Alcohol*

Bars are available within the Reception Lounge and Foyer at the War Memorial Hall. No glasses are available.

If the sale and/or supply of alcohol is proposed, a special licence must be obtained in accordance with Subpart 4 of the Sale and Supply of Alcohol Act 2012. BYO is not permitted in Council's halls.

An application for special licence must be made no less than 20 working days prior to the event. Application forms are available from the Council website [www.whakatane.govt.nz](http://www.whakatane.govt.nz) or from the Council offices. Any enquiries can be made by phoning Council on 07 3060500.

**Sell**, in relation to alcohol, includes:

- charge a fee (however described, and whether an entry fee, a ticket price, or a payment of any other kind) for an alcohol-inclusive matter; and
- require, ask for, or (expressly or by implication) suggest the making of a koha or other donation (whether to be made before, after, or during the entry event, activity, or function concerned) in relation to an alcohol-inclusive matter.

**Alcohol-inclusive matter** means any of the following:

- entry into any premises where alcohol is or is to be supplied free;
- participation in or presence at or during any event, activity, or function held or to be held on any premises where alcohol is or is to be supplied free;
- carriage on, or participation in or presence at or during any event, activity, or function held or to be held on, a conveyance where alcohol is or is to be supplied free.

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.

### *Services and Chattels*

#### **1. Whakatāne War Memorial Hall**

A public address system is installed in the Stadium, and air conditioning in the Foyer, Little Theatre and Lounge. The Stadium has heating and ventilation, while the stadium kitchen, and theatre rehearsal and dressing rooms have heating only.

- **Chairs:**
  - Black, plastic: 180
  - Black, cushion: 200
  - White, folding: 20

- **Tables:**
  - White, round: 30
  - White trestle, long: 60
- **Vertical screens:**
  - Black: 6 (1800H x 1200W)
- **Portable staging:**
  - 8x portable staging units measuring 2.4m(L) x 1.2m(W) x 0.4m(H) each, equating to 23.04sqm. Easy to move as on castor wheels
- **Kitchens x2:**
  - Reception Lounge: full commercial kitchen
  - Stadium: semi-commercial kitchen

### 2. Ōhope Hall

- 60 Trestle Tables (mix of white plastic and wooden tables)
- 180 white folding chairs
- Kitchen area contains microwave, dishwasher, fridge and pie warmer

### *Heating and Air Conditioning*

The heating and air conditioning is controlled by time switches. At the Whakatāne War Memorial Hall, Hirers must notify the Custodian upon arrival if heating/air conditioning is required as the control panel is in a locked room. Hirers of the Ōhope Hall will find the control panel in the furniture storeroom.

### *Little Theatre Stage Dimensions*

<ul style="list-style-type: none"> <li>● Proscenium: width 9.2m, height 4.2m</li> <li>● Setting line (front curtain) to back wall: 9m</li> <li>● Forestage: 3.5m x 11m (forestage drops to form orchestra pit)</li> <li>● Depth of forestage from edge to curtain line: 3.5m</li> <li>● Stage width from wall to wall: 13m</li> <li>● Stage depth from curtain line to back wall: 12m</li> </ul>	<ul style="list-style-type: none"> <li>● Stage depth from curtain line to last flying line: 11m</li> <li>● Height of grid/ceiling above the stage: 10.95m</li> <li>● Stage height from auditorium floor: 0.5m</li> <li>● Height from stage to under fly floor: 12m</li> <li>● Wing space from prompt and OP sides: 6m each side</li> <li>● Length of battens: 10m</li> </ul>
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### *Mobility Impaired Access*

The theatre can accommodate up to 5 wheelchair positions. The hall Custodian must be informed if wheelchair seating will be used whereupon they will arrange for lift services to be available to the hirer. A wheelchair is also available from the Custodian on request prior to the hire commencing.

### *Performing Rights*

All hirers must ensure that the performance, playing or showing of any copyrighted work complies with the Copyright Act 1994. The Council hereby notifies all persons that they must obtain permission from all parties interested in the copyright of the performing right of any matter it is proposed to use for entertainment purposes before using the same, and the Council hereby explicitly forbids the use of any such matter without permission and the hirer shall keep the Whakatane District Council indemnified against any claims as may be made in respect of Performing Rights.

### *Other Conditions*

- 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 bill, placards or advertising matter of any description will be permitted on any part of the premises or approaches thereto, save only as permitted by the 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.
- In the event of more than one application being made for any one particular date, all parties must abide by the decision of the Council Officer in respect thereof.
- No materials or substances are to be put on the hall floor without the express permission of the Custodian.
- No hirer shall alter, remove or interfere with any lighting, sound or heating equipment, or stage property without the consent of Council.

## Section 2: Health and Safety

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.

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.

It is the responsibility of the Hirer to provide first aid supplies.

### *Safety Wardens*

The Hirer is responsible for appointing a safety warden during the occupation of the community venue. The assigned safety warden must ensure that all emergency exits are checked twice prior to use and at least once during the occupation. This includes ensuring there is no interference with smoke detectors, fire hoses and emergency exits. Additional Wardens (Floor Wardens) may be required based on the level of occupancy as follows:

<b>99 or fewer occupants</b>	= 1 Safety Warden to Execute all duties
<b>100-299 occupants</b>	= 1 Safety Warden plus 1 Floor Warden for each area utilised
<b>300 or more occupants</b>	= 1 Safety Warden plus 2 Floor Wardens where the occupants are in a single area, and 1 Floor Warden for each additional area

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 Whakatāne District Council by calling 07 306 0500.

### *Emergency Management*

Having a documented emergency management plan is a legislative requirement. Any Hirer using a facility must adhere to relevant the building Fire Safety procedures. A complete evacuation plan is available on [www.whakatane.govt.nz](http://www.whakatane.govt.nz) and will be provided by the Booking Administrator upon request.

A Safety Warden should be appointed by the hirer. The Safety Warden is the on-site individual during the hire period in charge of the safety of the group at the time of hire and they shall coordinate the overall evacuation in the event of an emergency. If a fire is discovered, the Fire Procedures located on the wall (also provided to the Hirer by the Booking Administrator) should be followed. The Safety Warden will ensure that the Emergency Services are called on "000"; and will ascertain the evacuation of the facility, and meet the Emergency Services team on their arrival to inform them of the situation.

### *Maximum Floor Loads and Occupancy Limits*

The loads of the floors of the halls are not to exceed 500kg per square metre; and equipment, plant or other materials are not to be moved over the floors unless conveyed on a soft-tyre trolley or conveyance.



Fire regulations require that the following Occupancy limits be strictly adhered to for functions in the following areas at the War Memorial Hall:

<b>Reception Lounge and Foyer</b>	• Tables and chairs are used	250 persons
	• Chairs only are used	300 persons
	• Neither chairs nor tables are used	400 persons
<b>Reception Lounge only</b>	• Tables and chairs are used	150 persons
	• Chairs only are used	200 persons
	• Neither chairs nor tables are used	288 persons
<b>Stadium only</b>		770 persons

### Risk Management

Event Organisers/Hirers of Council facilities need to ensure that the safety of users and their guests is maintained at all times. For all Commercial and Community events and/or Medium to High Risk events, an Event Risk Management Plan must be submitted with the Application. The booking administrator can provide a template if required.

RISK ANALYSIS MATRIX					
LIKELIHOOD	CONSEQUENCE				
	Insignificant	Minor	Moderate	Major	Catastrophic
Almost certain	H	H	E	E	E
Likely	M	H	H	E	E
Possible	L	M	M	E	E
Unlikely	L	L	M	H	E
Rare	L	L	L	H	H

L = Low risk   
 M = Medium risk   
 H = High risk   
 E = Extreme risk

### Crowd Control / Security

Crowd control refers to taking control of the crowd and installing order to keep the event safe for the public. For events with bands playing or more than 300 people in attendance, your Event Risk Management Plan must include a Crowd Control/Security plan.

A crowd control plan should involve the Police and Council may require written confirmation from the NZ Police that they have been advised preferably no later than 30 days prior to the event date. The Police may confirm by email to [openspacesadmin@whakatane.govt.nz](mailto:openspacesadmin@whakatane.govt.nz). Suitable, qualified security personnel should be used as required depending on the size of the event.

### *Public Liability Insurance*

Commercial Hirers must provide a copy of public liability insurance with a cover of at least \$2,000,000 at least one month before the Hire Period begins. Community groups, sporting bodies and private hirer's are covered under Council's Public and General Liability insurance but only to the extent that they do not already hold Liability Insurance that would cover the Hirer for any legal liability incurred in connection with the Hire. Further, where the Hirer is liable, Council would seek to recover from the Hirer any excess payable in the event of a claim under Council's Public and General Liability Insurance. The excess for Hall Hirers Liability is \$2,000.

The insurance policy should be provided to the Booking Administrator at the time of submitting the Application form, but may be supplied at a later date agreed by the Bookings Administrator. The insurance policy must be listed in the name of the community organisation, group, business or individual with a minimum value of \$2,000,000.

### *Liability*

The Council will accept no responsibility for any claim rising out of the hire of the Complex or part thereof. In addition, hall hirers are advised that Council is in no way responsible for any equipment, alcohol or personal belongings left overnight in the Complex and, if necessary, hirers should arrange private insurance prior to the date of first hire.

### *Declaration*

I have read and understand the Conditions of Hire and will comply with all conditions. The hirer is also aware that they will be responsible for paying any bill received from external agencies relating to the activation of fire alarms, security systems, cleaning and damage.

Hirer \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_