

Horowhenua District Council Venue Hire

Terms and Conditions of Hire

Horowhenua District Council offer a range of affordable venue options for individuals, community groups, schools or organisations to hire and enjoy. Our venues range from small carpeted meeting rooms to wooden floored halls.

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 specifics for individual facilities. By completing the facility hire application and making a payment to Horowhenua District Council for Community Venue hire you will be deemed to have accepted these Terms and Conditions of Hire.

General Conditions of use

- a) The person who makes the booking is required to be present for the duration of the event
- b) 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.
- c) 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.
- d) 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 to Horowhenua District Council by calling 06 366 0999
- e) All Community Venues are designed for general use. The Hirer must consider the suitability of the particular venue for their event when making a booking.
- f) Unless general public are invited to the event it is the Hirer's responsibility to ensure that the general public do not have access to the Community Venue, including the toilets, during the Hire period.
- g) 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.
- h) The Hirer must not allow any illegal activities to take place in or outside the Community Venue during the Hire Period.
- i) It is the Hirer's responsibility to contact the Police immediately if there are any safety concerns from a person(s) disorderly behavior.
- j) Noise levels must be kept to an acceptable level at all times.

Bookings

- a) Applications will be treated in order of receipt. Horowhenua District Council reserves the right to decline applications for any booking.
- b) No booking shall be confirmed until the Hirer receives written notification from Horowhenua District Council that the booking is approved and payment of all Fees and Bond are received.
- c) The Hirer must only use the area in the Community Venue that has been booked and confirmed.
- d) The Hirer shall ensure that all persons have vacated the Community Venue by the end of the Hire period.
- e) Set up and pack down times must be included in the hire period.
- f) Hireage excludes the use of any Park Facility. Park Facilities must be booked separately by calling Horowhenua District Council on 06 366 0999 or visiting our website www.horowhenua.govt.nz
- g) If you need to change your booking (date, time, contacts, address, etc) you must contact Horowhenua District Council on 06 366 0999. It may not be possible for Horowhenua District Council to accommodate all requested changes.
- h) Horowhenua District Council reserves the right to have staff present at the Community Venue at the event at any time.
- i) 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).
- j) Horowhenua District Council gives priority to activities that will enhance the local community. These types of activities are eligible for a subsidy (Group B rate).

Payment

- a) Any booking made will be charged in accordance with the Horowhenua District Council's Community Venue Fees and Charges for the relevant Financial Year.
- b) Horowhenua District Council reserves the right to review any fees and charges at any time.
- c) A bond will be payable for all Facility bookings.
- d) Full refund of bond shall only be made if all obligations are met.

Regular Hire

- a) A Hirer who has 10 or more recurring confirmed bookings within Horowhenua District 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 be pay by installments in which case periodic invoices will be issued.
- c) Horowhenua District Council cannot guarantee the renewal of existing Regular Hirer arrangements will be approved each year.
- d) 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 week's notice will be provided to the Regular Hire.

Casual Hire

- a) A Hirer, who has less than 10 confirmed bookings within Horowhenua District Council's Financial Year, is a "**Casual Hirer**" for the purpose of this agreement.
- b) By making a Payment to Horowhenua District Council for Community Venue hire you will be deemed to have accepted these Terms and Conditions of Hire.
- e) Casual Hirers will be invoiced and payment will need to be paid at least 10 days before the Hire Period. Booking is not confirmed until payment has been received.

Additional charges

- a) Horowhenua District Council reserves the right to invoice the Hirer for any additional charges resulting from Hirers use. In addition to the Venue Hire fee quoted at the time of booking, the Hirer may be charged for:
 - Any damage to the Community Venue caused during the Hire Period or through any breach of the Terms and Conditions in the Agreement.
 - Any theft of the Horowhenua District Council property from Community venues during the Hire Period.
 - Any extra cleaning, rubbish removal, repair or reinstatement of the Community Venue which Horowhenua District Council considers is required after the event. The Hirer will NOT be allowed access to reclean the Community venue
 - Any cost, losses or expenses that Horowhenua District Council incurs due to any breach of the terms and conditions outlined in this Agreement.
 - Any unreturned access card(s) or key(s)
 - Any unauthorized overstay, which will be charged at the prorated rate.
- b) If Horowhenua District Council is required to call a security guard or staff member for any reason you will be charged for any cost incurred.

Cancellation of hire - chargeable bookings

- a) In the event the Hirer terminates the Agreement (including by notifying Horowhenua District Council that it wishes to cancel any booking), Horowhenua District Council will refund the booking Fees as follows:
 - Cancellation notice received more than 30 days prior to the date of Event: Full refund
 - Within 5 days prior to the event 50%
 - Day of the event – NO REFUND
- b) Any refund due will be made to the account from which the online payment was made. If the Venue Hire Price was not paid online, any refund due by Horowhenua District Council under this agreement will be paid on receipt of proof of a bank account for the Hirer.
- c) Horowhenua District Council reserve the right to cancel booking(s) where circumstances so warrant. These any include, but are not limited to emergency situations and adverse environmental/ weather conditions. Horowhenua district council will endeavor to provide an alternative Community Venue. If the alternative option is not suitable, the hire fee will be refunded.

Cancellation, by hirer - non-chargeable bookings

- a) The hirer is required to advise cancellation details by telephone **06 366 0999** or email, enquiries@horowhenua.govt.nz, as soon as possible, preferably providing 5 days' notice before the booking.
- b) If more than 3 instances of cancelled bookings with less than 5 days notice occur in a 24 month period then are given then subsequent bookings will be chargeable.

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 decorations; vacuuming, mopping up spills and sweeping/static mopping of the floor.
- b) 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) Hirer is 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) The Hirer will NOT be allowed access to the Community Venue after their hire period to reclean the venue. If a Special Clean is deemed necessary, this will be taken out of the Hirers Bond.
- 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 hirer 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 Horowhenua District Council Community Venues 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 card/keys to the Council within 5 days after the event (or in the case of a Regular Hirer, after the last booked event during the Financial Year).
 - Switch off all electrical appliances, lights, heaters, stoves
 - Ensure that all windows and doors are secure.

Insurance

- a) The council does not undertake to arrange or maintain any insurance cover, property, contents or otherwise, for the Community Venue or the Event to 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.

Liability

- a) The Hirer will indemnify Horowhenua District Council, its employees or agents against all claims, demands, losses, damages, cost and expenses arising from the Hirer's use of the community Venue or any breach of this Agreement.
- b) Horowhenua District 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) Horowhenua District Council is not liable for any loss or expense that the Hirer incurs if the 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.

Health and Safety

- a) It is the Hirer 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.
- b) The Hirer to appoint and instruct a Fire Warden for the event. This assigned Fire Warden must ensure that all emergency exits are checked prior to the event. This includes ensuring there is no interference with smoke detectors, fire extinguishers and emergency exits.
- 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) Any hazards a Hirer may encounter either as a result of any activity or physical must be reported immediately to Horowhenua District Council by calling 06 366 0999
- e) It is the Hirer's responsibility to provide First aid supplies.

Introduction and access to Community Venues

- a) It is the Hirer's responsibility to make themselves familiar with the Community Venue, in particular:
 - Cleaning requirements on completion of the Event.
 - Layout, available space and equipment provided.
 - Fire Warden Duties, including emergency evacuation procedures.
 - Security and lock up procedures.
 - The capacity of the Community Venue.
 - Noise control limits.
- b) Horowhenua District Council will provide the Hirer with the access card or key to the Community Venue at least one hour prior to the event, subject to payment of the Hire Fee 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.

Parking

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

Furniture and equipment

- a) Hirers are responsible for setting up, cleaning and packing away any furniture and equipment used during their hire period.
- b) Furniture and equipment in the Community Venues are approximate numbers only and may vary. Tables and chairs are provided but a specific number is not guaranteed. Horowhenua District Council reserves the right to remove and 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.

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 walls surfaces, furnishings, floors and ceiling surfaces.
- c) No substances shall be deposited in toilets, sinks or drains that will cause blockage or damage.
- d) Ballroom power, confetti or glitter is not permitted in a Community Venue.
- e) All Community Venues are Smoke Free.
- f) No food or drink is to be consumed in any part of the Community venue where it is prohibited.
- g) Any damage to the building, art work, exhibit, furniture fitting, fixture within a Community Venue must be reported immediately to Horowhenua District Council by calling 06 366 0999.

Failure to observe the Terms and Conditions will be taken seriously by Horowhenua District Council and may jeopardise future bookings.

Horowhenua District Council reserves the right to change or amend hire fees and Terms and Conditions whenever it is deemed necessary.

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