

Conditions of Hire - Whangamata War Memorial Hall



PLEASE READ AND FAMILIARISE YOURSELF WITH THESE CONDITIONS

1. Hire

- 1.1 Applications for hire must be accompanied with payment of the rental fee or an amount that is **no less than 50% of the rental fee**. This payment will constitute a deposit for securing the venue.
The balance of any rental must be paid in full no later than the day before the date of hire.
In the case of multiple bookings, priority will be given to the first booking, providing the full fee is paid upon request.
- 1.2 No advance bookings through agents or others will be accepted unless confirmed within five (5) days by the organisation for which it had been booked. Bookings will not be taken more than 12 months in advance.
- 1.3 Council shall (in consultation with booked users) cancel, transfer, or agree to an alternative booking arrangement where the need arises to accommodate and/or re-allocate the facility for whatever reason. Every effort will be made to consult with the regular user at least fifteen (15) working days before the affected date.
In general commercial users will have booking priority over other users unless the other user is prepared to pay the higher commercial user fee.
- 1.4 Any hirer wishing to cancel or alter a regular booking is required to advise Council in writing at least five (5) working days before the affected date.
- 1.5 The Council shall determine the status of the hirer (commercial, regular, local) or whether or not the booking has been applied for under a different category.

2. Cancellation – any booking

- 2.1 All booking cancellations must be in writing, addressed to the Council, no later than five (5) working days before the hire date.
- 2.2 Casual Hirers not cancelling prior to the five (5) working days will forfeit their rental deposit. Such deposits will only be refunded at the discretion of the Council, and then, only when the cancellation was caused through circumstances outside the control of the Hirer.
- 2.3 Regular Users not cancelling in writing prior to the booking date will still be invoiced for their hireage.

3. Fees/charges

- 3.1 Current charges are available from the Council office.
- 3.2 Regular users may elect to be invoiced on a monthly basis. Payments must be received by the 20th of the month following.
- 3.3 Any request for a discount or waiver must be in writing and will be determined by Council.

4. Bond

- 4.1 A Bond may be **PAYABLE IN ADVANCE** with (the balance of) the rental charge. This will be refunded when the hall is left in a clean and tidy condition free of damage, and all conditions have been met.

Note: The Bond is not a deposit on the rental payment.

- 4.2 The failure to observe any conditions of hire may result in a deduction of the Bond. In particular deductions will be made for:
- (i) Excessive use outside of approved hours
 - (ii) Damage from hirer's negligence
 - (iii) Non-compliance with hire conditions or parts thereof
 - (iv) Additional cleaning/tidying up by Council
 - (v) Sub-letting without approval
 - (vi) Key
 - Loss
 - Late/After hours collection fee
 - Cutting (unauthorised)
 - Lending (unauthorised)
- 4.3 The Council will not be responsible for any loss occurring through accident, or failure of the lighting or power.

5. Liquor sales/consumption

- 5.1 If there is going to be any sale or consumption of alcohol on the premises, a Special Liquor License must be applied for.

6. No smoking policy

- 6.1 The venue is a “**NO SMOKING**” environment.

7. Sub-letting

- 7.1 **NO SUB-LETTING** of premises without the prior approval of Council.

8. Keys

- 8.1 No keys will be issued without the appropriate payment of charges.
There is NO GENERAL “AFTER HOURS” PROVISION FOR LATE UPLIFTING OF KEYS. In the event that staff are available to respond to a call-out a \$50.00 PENALTY PAYMENT will be incurred by the applicant payable on uplifting the key.
- 8.2 Any hirer/organisation requiring more than one key is to apply in writing to the Council with an explanation detailing the reason(s) for the requirement of additional keys.
- 8.3 The allocation of additional keys is at the discretion of the Council.
- 8.4 The lending of keys is prohibited.
- 8.5 The hirer is responsible for the return of keys to the issuing officer and keys are to be signed in. This must be completed on the first working day following hire.
- 8.6 The hirer is responsible for notifying Council of any loss of a key.
Note: Loss of a key may result in the locks being changed and the full cost being invoiced to the User.

9. Use

GENERAL

- 9.1 Only use the building for the times and purpose approved by Council.
- 9.2 Should Council decide the Hirer is not utilising the building for the purpose approved, written notice from Council would be served terminating the hire. The termination date will be agreed by Council and the hirer.
- 9.3 Do not carry out any structural or physical alterations. Do not affix decorations, bunting, etc. to walls, ceilings or floors unless authorised by Council in writing or located on the notice boards provided. Council reserves the right to remove any material from notice boards at any time or on a regular basis.
- 9.4 Do not use the premises in an illegal or offensive manner.
- 9.5 At all times comply with the general provisions of relevant statutes, ordinances, bylaws, regulations and other written directions of Council in relation to the hiring.
- 9.6 Restore the premises to the original setting after use.
- 9.7 Know where the lights/equipment are.

- 9.8 Use of the premises must finish by **MIDNIGHT**, except with written permission of the Council.
- 9.9 NZ Police, Fire Service and Ambulance service have right of entry at all times. Obey their directions.
- 9.10 During the hire time, lights in premises and toilets are to be left on. Hirers are responsible for ensuring that lights, fans and heaters are switched off after use. The cost of calling staff out to switch off lights, fans, heaters etc will be charged to the hirer.
- 9.11 Do not erect or paint any signage on the premises without written authority from the Council. If you do, you will be liable for removal costs incurred by Council.
- 9.12 Report to Council any damage to the premises, including damages to pipes, electrical fittings, water lines, etc. The hirer will be responsible for all damages caused by the hirer during the hire of premises.
- 9.13 Kitchen
- The kitchen must be left in a clean and tidy condition. All chopping is to be done on chopping boards.
 - Any kitchen utensils needed are the responsibility of the Hirer as no equipment is supplied by Council.
 - If more than one group who have hired the hall require use of the kitchen then it must be shared. If agreement cannot be reached between hirers then the Council will determine the arrangements.
 - Hirers are responsible for the disposal of any refuse they create. Refuse must not be left in the Hall or the Hall car parks and grounds.
- 9.14 Bleachers (tiered seating) for up to 193 persons are available. Only persons nominated by Council may carry out set-up and pack-up of the bleachers. Hirers will be charged for this set-up and pack-up cost at the hourly labour charge-out rate.
- 9.15 Tables and chairs are available for use. Hirers may elect to set up and pack up themselves, or, if this is done for them they will be charged at the Council's current hourly labour charge out rate.
- 9.16 Heating is available. Hirers are not permitted to provide their own heating.
- 9.17 A grand piano can be made available to hirers.
- 9.18 Lights (Special Effects)
Lighting equipment is available for hire.
- 9.19 Other Equipment
An inventory of all equipment available to use in the Hall is attached as 'Appendix A'.

10. Noise

- 10.1 Restrictive noise consent conditions apply to the Hall and must be complied with. The condition states:
Noise from any activity shall not exceed the following levels when measured within the boundary of any residential zoned site that is not owned by the District Council:
7:00am - 10:00pm 50dBAL₁₀
10:00 pm - 7:00am 40dBA L₁₀ and 65 dBAL max
- 10.2 To meet the noise restrictions, the maximum allowable noise level inside the hall to ensure compliance is 98dBAL₁₀ from 7am to 10pm and 88dBAL₁₀ from 10pm to 7am.
- 10.3 The following table is intended to give users an approximate guide for noise levels generated from various events:

Activity/Entertainment	Approximate Noise Level Generated (L₁₀DBA)
Community Meeting	70
Unamplified Singing	75
Theatre/amplified Speech	80
Formal Dance/Unamplified Band	85
Ball - Supervised Recorded Music	90
Wedding - Band	95
Music Concert	100
Night Club	105

- 10.4 An electronic noise monitoring system is installed in the Hall to help control noise. A red light will show when the acceptable noise level within the Hall is breached. If the external doors facing the neighbouring camping ground are opened for extended periods a blue warning light will show. To avoid a call out fee from the noise control officer, the person in charge must regularly monitor the light system and if a light is showing;
- reduce noise levels as necessary, and;
 - monitor and close any open external doors.
- 10.5 No attachments, banners, balloons, etc. are to be placed within one (1) metre of the noise control microphone or warning light.
- 10.6 No external doors are to be left open during hireage, as the closure of these doors is vital to the noise control provisions of the hall.
- 10.7 Users must make their best efforts to minimise noise outside the Hall after 10pm for example within the car parking areas to avoid disturbance to neighbours. The person in charge must make regular patrols of the car parking area to ensure there are no noisy activities taking place.
- 10.8 In hiring the Hall, the user acknowledges that Thames-Coromandel District Council may seek the recovery of any costs associated with the control of excessive noise from the user.

11. Displays/set up

- 11.1 In some circumstances hall users may need to leave displays, props and other equipment set up in order to facilitate their particular objectives (eg theatre productions). Such set-ups will be allowed to remain in place for a reasonable timeframe (to be determined by Council) and other Hall users are expected to work around such set-ups in consultation with the relevant users. Council may charge additional hireage fees if set ups affect the ability of Council to hire the Centre to other users.

12. Fire safety

- 12.1 Authorised officers of the Council, and/or New Zealand Fire Service shall have access at all times during the hire.
A New Zealand Fire Service Approved Evacuation Scheme is operative in the Hall complex. The Hirer is required to appoint one Floor Warden for each area used, and a Building Warden to facilitate the expeditious evacuation of the Hall in the event of a Fire Emergency (Fire Safety and Evacuation of Buildings Regulations 1992).
For functions of up to 300 people, it is the Hirer's responsibility to ensure a Building Warden and Floor Wardens are designated for Fire safety and evacuation, and these people are to be named in the hire agreement.
For functions of 300 people and over it is required by law that a certified Safety Officer be in attendance, and it is the hirer's responsibility to arrange such an officer.
- 12.2 Activating the fire alarm without reasonable cause may result in costs being recovered from the hirer.
- 12.3 The Hirer will ensure children do not interfere with the fire alarm system.
- 12.4 Note the location of all "EXIT DOORS" in the Hall.
- 12.5 Ensure that all "Exit" and "Emergency Lights" are operating and Exist Lights are switched "On" when the Hall is in use. The switch is located on the wall to the extreme right of the main doors into the Hall.
- 12.6 Ensure that all Exits from the building are kept clear and all doors are operating efficiently **before** the Hall is used.
- 12.7 Note the location of all Auxiliary **FIRE FIGHTING** appliances within the building. Inspect and protect the premises against outbreak of fire during and after the audience has left the premises.
- 12.8 Ensure that overcrowding does not take place.

13. Cleaning

- 13.1 Hirers are required to clean the premises immediately after completion of use, or unless otherwise arranged with Council.
- 13.2 Floor areas must be swept after each use.
- 13.3 Any necessary additional cleaning, in the Council's opinion, of the premises (including toilets), or shifting of furniture by Council will be charged to the hirer.
- 13.4 Rubbish is to be removed from the premises and surroundings. A charge will be incurred if Council needs to do additional cleaning.

13.5 Cleaning equipment

The following is a list of cleaning equipment available for Hall users. All equipment must be returned to the cleaning cupboard.

- Buckets
- Wet Mop
- Brooms
- Dry Mop

14. Inspection

- 14.1 The Council or its nominated agents may at any time or in consultation with the Hirer inspect the premises and may not be denied access to view the interior condition.

15. Insurance

- 15.1 The Council will, as it determines, insure the building against loss, damage or destruction by fire and other risks. Council does not provide public liability insurance for hirers.

16. Security

- 16.1 Before vacating the premises ensure all exit doors and windows are closed and locked.
- 16.2 Check the venue to make sure no person remains on the premises and that all lights, heaters and fans are turned off.

17. Council redress

- 17.1 The Council reserves the right where a Hirer leaves the premises in an unsatisfactory state and/or fails to abide by any of these conditions, to refuse to let the premises to the Hirer for any further use.
- 17.2 The Council reserves the right without redress on the part of the applicant, to refuse all applications or any particular application for the hire of the premises.

18. Amendments

- 18.1 The above conditions are subject to amendment by the Council or by Staff under delegated authority without further notice.

Whangamata War Memorial Hall - Inventory

No.	Article	Amount	Location
1	Tables (Large Folding)	14	In Supper room locker
2	Tables (Small Folding)	5	1 with broken leg
3	Tables (Large Fixed)	18	
4	Table Trolley	1	In Supper room locker
5	Wooden Counter	1	In Mini Theatre
6	Plastic Chairs	194	In Supper room locker and beside bleachers
7	Extra tables	15	
8	Chairs	100	
9	Chair Trolleys	9	In Supper room locker
10	Bleacher Seating	193	5 Banks plus steps
11	Bishamon Trolley Jack	1	In Auditorium locker
12	Modular Staging, Steps, etc.	34 pcs	In Auditorium locker
13	Grand Piano (Hired out by Whangamata Singers)	1	In own Locked Locker in Auditorium
14	Piano (Upright)	1	In Supper room locker
15	Lectern	1	In Supper room locker
16	Projector Screen	1	In Supper room locker

No.	Article	Amount	Location
17	Buckets	2	In Cleaning Cupboard
18	Wet Mop	2	In Cleaning Cupboard
19	Brooms	1 sml/1 lge	In Cleaning Cupboard
20	Brooms	1 sml/1 lge	In Supper room locker
21	Dry Mop	1	In Cleaning Cupboard
22	Dry Mop	1	In Supper room locker
23	Dust Pan and Brush Plastic	1	In Mini Theatre
24	Dust Pan and Brush Plastic	1	On Kitchen Shelf
25	Dust Pan Metal	1	On Kitchen Shelf
26	Carpet Sweeper (Old)	1	In Supper room locker
27	Sterilizer	1	In Kitchen
28	Sterilizer Trays & Cutlery Trays	3	In Kitchen
29	Container Kitchen Waste	1	In Kitchen
30	Hot water urn. DO NOT TURN OFF	1	In Kitchen (Fixed)
31	Stoves	2	In Kitchen
32	Wooden Trays (Green)	4	In Kitchen
33	Bread Boards (Wooden)	2	In Kitchen
34	Cups and Saucers		In Kitchen Cupboards 3 and 4 – Locked
35	Desk (Fixed)	1	In Reception Room
36	Wooden Desk	1	In Reception Room
37	Wooden Hook	1	In Old Hall
38	Stage Curtains (Green)	2	In Old Hall
39	Window Curtains	10 windows	In Old Hall
40	Soap Dispensers	7	In Toilets
41	Hand Dryers	4	In Toilets
42	Hand Towel Dispenser (Paper)	2	In Toilets (Old Hall)
43	Showers Fixed – Hand Held	2	New Extension
44	Spotlights	6	Auditorium
45	Spotlights (Schools)	3	Auditorium
46	Vacuum Cleaner	1	
47	Lighting Tower	1	Auditorium cupboard

I have read and understand the Conditions of Hire and will comply with all conditions. In particular, the hirer has read and understood the provision in Clause 10 of the Conditions of Hire concerning Noise, including the provision that accepts no liability for damage caused by the noise control equipment. 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 and noise monitoring systems.

Hirer _____

Signature _____

Date (DD/MM/YYYY) _____

**Office
use only**

STAFF MEMBER

POSITION

SIGNED

DATE