

# Community Facilities Terms and Conditions of Hire



The Matamata-Piako District Council (Council) offers a range of venue options for you and your family, sporting team, community group, school or organisation to hire and enjoy.

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 specific requirements for individual facilities. By making a payment to Matamata-Piako District Council for 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.

***Please note: Your booking is not confirmed until you have accepted the terms and conditions and payment is received in full.***

## **In this Agreement, unless the context otherwise requires**

**Agreement** means the agreement between Matamata-Piako District Council and the Hirer in regards to the Event and agreed facility/venue and includes these General Terms and Conditions, the booking application and any confirmation letters/emails from Matamata-Piako District Council.

**Facility/Venue** means the Council owned venue and its facilities identified in the booking application (paper or electronic) that forms part of this Agreement.

**Council** means Matamata-Piako District Council

**Event** means the purpose for which the facility/venue is hired as described in the booking application (paper or electronic) that forms part of this Agreement.

**Venue Hire Price** is the fee charged for use of a Matamata-Piako District Council facility/venue specified in the [confirmation email or letter received from Matamata-Piako District Council in relation to the Hirer's booking].

**Financial Year** means 1 July to 30 June.

**Hirer** means the person(s) or legal entity names as Hirer in the booking application (paper or electronic) that forms part of 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 facility/venue is hired for and includes the set up time prior to the Event and the cleaning/pack down time after the Event.

## General conditions of use

- a) All Hirers must be a legal entity, either an individual person, or a body such as an incorporated society, trust, company or body corporate.
- b) The legal entity must have the capacity and authority to enter in to this agreement
- c) Council reserves the right to ask for proof of legal entity.
- d) The person who makes the booking (or the legal entity's representative as notified to Matamata-Piako District Council) is required to be present for the duration of the Event.
- e) The stated capacity of the venue must not be exceeded at any time. It is the Hirer's responsibility to understand the capacity and ensure it is not exceeded.
- f) The Hirer shall comply with any legislation requirements, regulations, by laws etc that are relevant to the activity. This includes but is not necessarily limited to: Health & Safety at Work Act 2015, Building Act 2004, Resources Management Act 1991, Reserves Act 1977, Sale and Supply of Alcohol Act 2012, MPDC Consolidated Bylaws etc.
- g) 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.
- h) It is the responsibility of the Hirer to inspect the 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 immediately to Council by calling 07 884 0060
- i) Community Facilities are often designed for a broad variety of uses. The Hirer must consider the suitability of the particular venue for their Event when making a booking.
- j) The Hirer must not remove or permit the removal or addition of any furniture, equipment or other contents from a venue without the permission of Council.
- k) It is the Hirer's responsibility to ensure that the general public does not have access to the venue, including toilets, during the hire period.
- l) No animals are permitted in any our venues, 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 approval by Council and compliance laws)
- m) The Hirer must not allow any illegal activities to take place in or outside the venue during the hire period.
- n) It is the Hirer's responsibility to contact the Police immediately if there are any safety concerns from a person(s) disorderly behaviour



- o) The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age is responsible for a group of children or a child who is under 14 years of age.
- p) Notwithstanding any other provision contained in the Agreement, Council may refuse admission to any person or require any person attending the Event to leave the venue at the sole discretion of any Council staff member.
- q) Nothing in the Agreement creates a legal interest in the land or a landlord – tenant relationship between parties.
- r) 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 the Agreement and to fulfil all of the Hirer's obligations under the 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 venue only for that purpose.
- c) The Hirer must use only the area in the venue that has been booked and confirmed.
- d) Hireage of buildings excludes the private use of any park or reserve. Public has right of access to parks and reserves. These must be booked separately via [www.mpdc.govt.nz](http://www.mpdc.govt.nz)
- e) If you need to change your booking (times on the same day, contacts, address etc) you must contact Council to accommodate all requested changes.
- f) Cancellation rules apply to all amended bookings that result in a different time period, except for the extension of bookings.
- g) Set up and pack down time must be included in the Hire Period.
- h) The Hirer shall ensure that all persons have vacated the venue by the end of the Hire Period.
- i) Council reserves the right to have staff present at the Event at any time.
- j) 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).
- k) If a facility is required for Civil Defence purposes then council has priority.



## Regular Hire

- a) **'Regular hirers'** are those who make regular bookings that cover one school term or a period of three months or more. All other hirers are classified as casual hirers.
- b) Council cannot guarantee the renewal of existing Regular Hirer arrangements. These will be approved each year.
- c) Regular Hirers may be asked to relinquish one or more of their bookings if the relevant facility is needed for a multi-day event, elections, maintenance or to allow for better use of all rooms with a facility. In such cases a minimum of three weeks' notice will be provided to the Regular Hirer.
- d) One access card/key is allocated to Regular Hirers who are responsible for this card for the duration of their hire term. There is a fee for a Regular Hirer who requires an additional access card or key or replacement.

## Casual Hire

- a) A Casual Hirer are those who do NOT make regular bookings that cover one school term or a period of three months or more.
- b) One access card/key is allocated to the casual Hirers who is responsible for this card for the duration of their hire term. There is a fee for a casual Hirer who requires an additional access card or key or replacement.

## Payment

- a) By making a payment to Council for facility hire you will be deemed to have accepted these Terms and Conditions of Hire.
- b) Current fees and charges will applied at the time of booking. Council review and set fees and charges annually, such fees and charges take effect on 1 January each year.
- c) All fees are GST inclusive.
- d) Regular Hirers may be invoiced at the beginning of each school term and payment is due as stated on the invoice.
- e) The Hirer shall be liable for the payment of all amounts owing to Council pursuant to this Agreement, whether or not the services of 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 overdue for a period of 14 days or more, the outstanding amount will be a debt due to Council and may be referred to a debt collection agency or other duly authorised agent of the Council for collection. In addition, t Council may at its discretion and without prejudice to its other remedies:



1. Suspend for such period and subject to such terms as Council in its discretion determines any entitlement to credit given to the Hirer pursuant to this Agreement.
2. 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 Council.

### **Additional Charges**

- a) Council reserves the right to invoice the Hirer for any additional charges resulting from Hirers use. In addition to the facility hire price paid at the time of booking, the Hirer may be charged for:
  1. Any damage to the facility caused during the Hire Period or through any breach of the Terms and Conditions in the Agreement.
  2. Any theft of Council property from the facility during the Hire Period.
  3. Any extra cleaning, rubbish removal, repair or reinstatement of the facility which Council considers is required after the Event.
  4. Any costs, losses or expenses that Council incurs due to any breach of the Terms and Conditions outlined in this Agreement.
  5. Any unreturned access card(s) or key(s).
  6. Any emergency services call out, or fire alarm activation for a non-emergency situation.
  7. If a fire alarm is set off other than for an emergency, Council reserves the right to impose an additional fire service fee of up to \$1500+GST and hold the Hirer liable for that amount.
  8. If the facility is left unsecured after a booking and Matamata-Piako District Council's security company is required to secure the facility.
  9. Council noise control sent to the Facility during the Event.
- b) 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 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 within seven days prior to the booking date (including by notifying Council that it wishes to cancel any booking), there will be no refund.
- b) Any refund due will be made to the account from which online payment of the Facility Hire was made. If the Facility Hire payment was not paid online, any refund due by Council under this Agreement will only be paid on receipt of proof of bank account for the Hirer.
- c) Council may terminate any booking(s), any Event and/or this Agreement in its sole discretion if it considers:
  1. The Event will, or might, contravene any statute, order, regulation, bylaw, rule or law or any other requirements of a public or local authority, or otherwise be in breach of this Agreement; or



2. That the management or control of the Event is deficient.
- d) 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. Council will endeavour to provide an alternative venue. If the alternative option is not suitable, the hire fee will be refunded.
- e) Council shall be entitled to suspend or cancel all or any part of this Agreement, in addition to its other right and remedies, in any of the following circumstances:
1. If any cheque tendered to Council in payment of any indebtedness of the Hirer under the Agreement is dishonoured upon presentment.
  2. If the Hirer fails to meet any obligation under the Agreement with Council.
  3. 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.
  4. If a receiver is appointed in respect of the assets of the Hirer.
  5. If an arrangement with the Hirers creditors is made or is likely to be made.

### **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, toilets, stoves and sinks; removing all decoration; vacuuming, mopping up spills and sweeping/static mopping of the sports hall floors. The hirer must bring their own tea towels.
- b) The Hirer must bring rubbish bags and must remove all rubbish off site at the end of the Event. They must leave the facility and all equipment and furnishings in the facility, including car parks and adjacent premises, in good, clean and tidy order. Additional charges will be incurred if rubbish is not removed off-site.
- c) 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 facility, any future bookings will be cancelled and the Hirer will not be allowed to book any Council facility for the remainder of the Financial Year.
- d) The Hirer must secure the facility after the Event:
1. Switch off all electrical appliances, lights, air conditioning, heaters and stoves.
  2. Ensure that all windows and doors are secure
  3. Ensure that the alarm is set and activated (where applicable)
- e) The Hirer must return all access cards/keys to the Council as soon as practically possible after the event (maximum time frame: 3 days).



## Insurance

- a) Council does not undertake to arrange for or maintain any insurance cover, property, contents or otherwise, for the facility or the Event for the benefit of the Hirer.
- b) The Hirer is responsible to arrange for and maintain any insurance cover they or Council considers 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) For current guidelines around the sale and supply of alcohol, please visit [www.mpdc.govt.nz](http://www.mpdc.govt.nz), (Our Services). The Hirer will comply with any alcohol restrictions or guidelines included in this Agreement at the time of booking.

## Liability

- a) The Hirer will indemnify Council, its employees or agents against all claims, demands, losses, damages, costs and expenses arising from the Hirer's use of the facility or any breach of this Agreement.
- b) Council is not responsible for the loss of or damage to any of the Hirer's property in or around the facility. Any equipment/property left in a facility is at the Hirer's own risk.
- c) Council does not warrant that the facility is suitable for the Event.
- d) Council is not liable for any loss or expense that the Hirer incurs if the Council is not able to make the facility 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.
- e) To the extent permitted by law, the Council shall not be liable to the Hirer for any loss arising under or in connection with this Agreement, whether in contract, tort or otherwise. The maximum amount of the Council's liability under or in relation to the Agreement for any loss, damage, claim or expense is limited to the facility hire price.

## 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 unduly inconvenienced by the Event. This includes public and private access ways that must be kept clear at all times.
- b) The Hirer must advise MPDC of any planned changes to the Event that could impact on health and safety (e.g. addition of new activities). Where requested by MPDC, the hirer must provide a safety management plan for the event for review by the MPDC Health and Safety Team.



- c) The Hirer is responsible for communicating and actioning the Emergency Action Plan (yellow flip chart) and familiarizing themselves with the location and management of any hazards in the facility.
- d) It is the Hirers responsibility to designate an emergency warden (or wardens in the case of large events) who must make themselves familiar with the evacuation procedure in case of an emergency at the facility. The warden must also ensure that all emergency exits are clear and free of any obstacles throughout the period of hire.
- e) Any serious incident or accident must be reported immediately to the relevant emergency response (111) and also to Council by calling 0800 746 467. Minor incidents or injuries are to be reported via the MPDC website.
- f) It is the responsibility of the Hirer to provide first aid supplies and a trained first aider for the duration of the event.

### **Introduction and access to the Facility/Venue**

- a) It is the Hirer's responsibility to make themselves familiar with the facility prior to the event, in particular:
  1. Cleaning requirements on completion of the Event.
  2. Layout, available space and equipment provided.
  3. Equipment packing and storing.
  4. Fire Warden duties, including emergency evacuation procedures.
  5. Reporting of incidents, accidents, hazards.
  6. Security and lock up procedures.
  7. The capacity of the facility/venue.
  8. Noise control limits.
  9. Their booked time allocation.

### **Noise, neighbours and music**

- a) In organising and staging the Event, please consider the interest of the facilities 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 Officer, Council's Security Contractor, Noise Control or the Police may result in the Event being stopped.
- c) For multi-room facilities, 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 facility, the Event and future bookings will be cancelled, and the Hirer will not be allowed to book any Council facility/venue for the remainder of the Financial Year.
- e) If commercial recorded music is used in a facility, it is the responsibility of the Hirer to comply with all copyright requirements.





## Parking

- a) The Hirer shall ensure that no vehicle obstructs access in any way, or contravenes any restricted parking signs.
- b) Council cannot guarantee parking availability as it is limited at all facilities/venues.
- c) Where an event impacts on the flow of normal traffic past a Council venue/facility a compliant Traffic Management Plan (TMP) must be submitted to Council for approval. This is particularly important at the Morrinsville Recreational Grounds and the SFF Event Centre in Te Aroha, however each venue and event needs to be considered on a case by case basis to determine any real or potential impact to the public.

## Indoor sporting activities

- a) A Council facility 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 facility/venue for indoor sports accept the courts in their current configuration and condition.
- c) Appropriate white soled / non marking sports shoes must be worn for all sport activities inside the facility to prevent floor damage. Any activity that may require non-compliant footwear must seek Council approval.

## 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 areas, ensuring that all fire exits are left clear at all times.
- b) Furniture and equipment in the facility are approximate numbers only and may vary. Tables and chairs are provided but a specific number is not guaranteed. Council reserves the right to remove or replace furniture at each Council facility 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) Council reserves the right to remove and if not claimed, dispose of any equipment or furniture left in any Council facility after the Hire Period.
- e) Council does not take responsibility for the loss or damage to any equipment, furniture or personal item left in any Council facility.
- f) Furniture and equipment must be carried, not dragged on the floor.



- g) All electrical equipment brought in by Hirers must either display the current tag that identifies it has been tested and tagged by a qualified technician, or a RCD (Residual Current Device) must be used. This is a Council requirement and any electrical equipment found in a Council facility that is not tagged, will be removed.

### **Miscellaneous**

- a) The Hirer must take proper care of the facility/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. Non marking materials are permitted.
- c) Should there be a piano in the facility, the Hirer must ensure that it is not moved.
- d) The Hirer must not use any of the 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) Permission to use lighting with a naked flame must be approved for each booking.
- g) Ballroom powder, confetti or glitter is not permitted in a Council facility.
- h) Where a bouncy castle is permitted inside a facility, it must not touch the ceiling or walls, and must be powered only by an electric air compressor.
- i) All Council facilities/venues are smoke free.
- j) Any damage to the building, art work, exhibit, furniture fitting, fixture or chattel within a facility/venue must be reported immediately to Council by calling 0800 746 467.

### **Storage hire – existing arrangements only**

- a) Council reviews storage allocation Hirers must apply to the Matamata-Piako District Council for continued use each Financial Year.
- b) Council is not responsible for any loss or damage to any item(s) left in or stored in a facility by the Hirer.
- c) Council does not provide any insurance cover for loss or damage to property of the Hirer or visitor to the facility.
- d) Council reserves the right to cancel storage allocation where circumstances so warrant. This may include but is not limited to works taking place.

