

NEW PLYMOUTH DISTRICT COUNCIL

VENUE HIRE AGREEMENT – HALLS ONLY

Hirer's Name: Address: Phone Number(s): Email Address: Booking ID:	Event/Activity: Hire Period (<i>Dates/Times of each Event/Activity plus pack- up and clean- up times</i>):
Venue: Venue Capacity:	Insurance: Hirer accepts Council's offer of public liability insurance cover (see clause 31 and the Special Terms) : OR Hirer to provide evidence of own public liability insurance cover (see clause 31) <i>[Drafting Note: delete that which is not applicable]</i>
COSTS: Hire Fee (GST inc): \$ Key Bond/Bond: (if required): \$ <i>if is key bond please insert the following (payable by cash or cheque when key is uplifted).</i>	Location/times for collection of key to Venue: NB: Failure to collect the key will result in a Call-Out Fee of \$ plus mileage (see clause 9)

As the Hirer or the person authorised by the Hirer to enter into this Agreement, I declare that I have read and agree to hire the Venue on the Terms and Conditions of Hire set out in this Agreement. I further declare that I am aged 18 or over. (**Note** that the Hirer must sign two copies of this Agreement):

Name of authorised signatory **Signature** **Date**.....
[If applicable]

This booking is accepted by and on behalf of **NEW PLYMOUTH DISTRICT COUNCIL** on the Terms and Conditions of Hire set out in this Agreement:

Position **Signature** **Date**.....

TERMS AND CONDITIONS

These Terms and Conditions of Hire (including the Special Terms, if any, specified in the Schedule) shall apply to the Hirer and all employees, agents, contractors and members, of the Hirer and the Hirer is responsible for ensuring that all such persons, and the Hirer's invitees (as applicable) comply with the Terms and Conditions of Hire.

Matters affecting the use of Venue

1. The Hirer shall have the exclusive use of the Venue for the Event/Activity during the Hire Period.
2. The Hirer must use the Venue only for the purposes of the Event/Activity and may not sublet the Venue under any circumstances.
3. The Council does not warrant that the Venue is suitable for any particular purpose. It is the responsibility of the Hirer to ensure that the Venue is suitable for the proposed Event/Activity.
4. The Hirer **must not** enter the Venue before the commencement of the Hire Period for each Event/Activity and **must have completed** all packing up and cleaning/tidying/rubbish removal, etc, and have vacated the Venue by the end of the Hire Period for the Event/Activity.

Payment of Hire Fee/confirmation of booking

5. The Hirer must, **no later than** 5 (five) working days prior to the start date for the Event/Activity, submit 1 (one) signed copy of the Venue Hire Agreement together with the Hire Fee and the Insurance Fee/proof of public liability insurance (and the Bond if required). The booking **will not be confirmed** until all of these items have been received by the Council and the Agreement has been signed by both parties.

Bond (if required)

6. The Council may determine, at its absolute discretion, that a refundable bond for the sum set out in the Booking Form is required. If so, deductions will be made from the bond if the Council, acting reasonably, determines that:
 - the Venue and/or any of the Council's property in the Venue is destroyed or damaged/is required to be reinstated
 - cleaning/tidying/rubbish removal is required to be carried out by the Council

- the Hire Period is exceeded
 - there is loss to, or costs incurred by, the Council as a result of any other breach of this Agreement.
7. Provided that the Council is satisfied with the condition of the Venue at the termination of the Hire Period, the Bond will be refunded in full within 10 working days.
 8. In the event that the Bond is insufficient to compensate the Council for any costs/losses incurred, the Hirer shall pay the Council the shortfall on demand.

Uplift of Key/Key Bond

9. A Key Bond is required by the Council. Key Bonds are payable by cash or cheque only and must be paid at the time the key to the Venue is uplifted. If the Hirer fails to collect the key from the Location between the hours specified and a Council officer is required to facilitate the collection of the key out of normal office hours, the Hirer will incur a Call-Out Fee plus any mileage reasonably incurred payable to the Council on demand.
10. The Key Bond will be refunded to the Hirer provided that the keys for the Venue are returned within 3 (three) working days of the end of the Hire Period. In the event that keys are not returned within the time limit specified, in addition to retaining the Key Bond, the Hirer shall bear all costs and expenses the Council incurs for having new keys cut and in securing the Venue.

Hirer's General Obligations

11. The Hirer will:
 - a) be responsible for any damage caused to the Venue;
 - b) be responsible for all security at the Venue;
 - c) keep all noise to reasonable levels;
 - d) ensure that the maximum number of persons specified for the Venue is not exceeded;
 - e) not make any alterations **of any kind** to the Venue without the prior written consent of the Council;

- f) be solely responsible for all property and equipment brought to the Venue by the Hirer, and the Hirer's employees, agents, contractors, members, guests and/or invitees;
- g) maintain a no smoking policy in the designated non-smoking areas of the Venue;
- h) unless permitted under the Special Terms, **not** allow the use of confetti or other similar materials at the Venue;
- i) with the exception of a "Disability Assist Dog" (as defined in section 75 of the Dog Control Act 1996) or unless otherwise provided in the Special Terms, **not** bring animals into the Venue;
- j) not do anything that compromises any insurance cover;
- k) unless permitted under the Special Terms, **not** permit the use of smoke machines, fireworks or candles, or allow any articles that are determined by the Council, at its absolute discretion, to be objectionable or dangerous to be brought on to the Venue;
- l) **not** affix decorations or notices to the walls of the Venue in any way using adhesive tapes, blue tack, glue, drawing pins or nails. The Hirer may, however, display notices, etc on any notice board provided in the hall for that purpose;
- m) permit the Council's representative(s) to be present at the Venue at all reasonable times and comply with all reasonable requests and/or directions given by them in relation to any aspect of the use of the Venue;
- n) **not** permit any disorderly conduct in or around the Venue or allow anything to be done by those attending the Event/Activity, which is or may become a nuisance or source of damage or annoyance to any persons at, or in proximity to the Venue. The Council reserves the right, at its or its representative(s) absolute discretion, to require any person attending the Event/Activity to leave the Venue if that person:
- is affected by drugs or alcohol
 - is behaving in an indecent or disorderly manner, or in a manner that is offensive to the Council's representative(s) or any other person
 - is a risk to the safety of others and/or the safety of the Venue and any property within the Venue
 - fails to comply with a lawful request of any of the Council's representative(s);
- o) obtain and comply with all permissions, licences and/or consents required for the holding of the Event/Activity;
- p) comply with all Acts, regulations, bylaws and/or rules relevant to the Event/Activity;
- q) ensure that all chairs and/or tables are returned to the storage room at the end of each Event/Activity;
- r) where applicable, ensure that the extractor fan is switched on whenever the kitchen stove is in use;
- s) ensure that the Venue is returned to its original condition (i.e. clean and tidy) after each Event/Activity which shall include (but is not limited to):
- the removal of all foodstuffs and rubbish
 - wiping clean all kitchen appliances and the inside of all kitchen cupboards and the refrigerator (if kitchen facilities have been used)
 - sweeping and mopping the floors;
- t) ensure that the Venue is left secure (windows closed and doors locked) and unless otherwise provided under the Special Terms, ensure that all electrical appliances and/or lights are switched off and all taps turned off after each Event/Activity;
- u) immediately report any damage observed to the interior and/or exterior of the Venue (e.g. vandalism, graffiti, burst pipes, etc) to the Council.

Food and drink

12. Unless restricted under the Special Terms, the Hirer may engage catering contractors or may self-cater the Event.
13. If the Hirer is permitted to engage catering contractors, the Hirer must ensure that its caterers have a current food registration under the Health (Registration of Premises) Regulations 1966 (or any enactment that amends or replaces such provisions).
14. Unless otherwise restricted and/or prohibited under the Special Terms, and provided that no liquor ban is in force at the time of the Event, alcohol may be provided without charge and consumed at the Venue. Under these circumstances, the Hirer shall be solely responsible for ensuring that the service and consumption of alcohol is carried out in a responsible manner.
15. The Hirer is **prohibited** from *selling and supplying* alcohol at the Venue under the Sale of Liquor Act 1989 (or any Act which amends or replaces that Act), including through its catering contractors (if any), unless:

- a) the Hirer's catering contractors hold a current *Caterer's Off-Licence* under section 51 of the Sale of Liquor Act 1989 (or any statutory provision that amends or replaces such provision); **OR**
 - b) a *Special Licence* is first obtained. Application forms for a Special Licence are available from the Council. All such applications must be made **at least 20 working days prior to the Event taking place**.
16. The sale of food items and soft drinks (other than through the Hirer's permitted catering contractor) and the sale of merchandise prohibited.

Safety, Fire and Emergency procedures

17. The Hirer shall take all reasonable steps to ensure that all safety precautions, as required by law, are taken to minimise and/or eliminate injury to persons attending the Event/Activity.
18. The Hirer will ensure that emergency services shall at all times have the right of entry to, and exit from, the Venue and comply with any directions that may be given by emergency personnel (e.g. fire and ambulance officers, etc).
19. Every Hirer is required to be familiar, and comply with the Fire Action and Emergency Earthquake Emergency Process notices which are clearly displayed beside all call points at the Venue.
20. The Hirer is responsible for:
 - ensuring a cell phone is available at the Venue for emergency purposes
 - contacting any required emergency services
 - providing a basic first aid kit
 - administering basic first aid for minor incidents.

Fire Wardens/Appointment/Duties

21. The Hirer shall appoint a fire warden whose key responsibilities are to ensure that all fire exits are kept clear of obstructions at all times and in the event that a fire alarm sounds, all people are evacuated from the Venue (see also clause 23 below). Unless the Council is notified otherwise, the person who signs this Agreement will be the Hirer's nominated fire warden.
22. Where there are more than 100 persons attending the Event/Activity, the Hirer must appoint additional fire wardens (i.e. 1 warden for up to 100 persons, 2 wardens for 101 - 200 persons, etc).
23. In the event of a fire the fire warden(s) shall:

- set off the nearest fire alarm call point
- instruct all persons attending the Event/Activity to leave the building by the nearest exit and proceed to the assembly area outside the Venue as specified in the Fire Action notice
- ensure that all persons who need special assistance receive help to leave the Venue
- phone "111" from a safe location, ask for the Fire Service, and provide the address of the Venue
- call the Council to inform it that the fire alarm has been activated
- remain outside the building and liaise with the Fire Service upon arrival and advise of any areas that have not been checked
- ensure that no persons re-enter the Venue until the "all-clear" is given by the Fire Service.

Fire Alarms

24. In the event of a false alarm, whether due to a smoke detector being activated or a misuse of the fire alarm, the Hirer will be required to pay the full costs of the fire brigade call-out and the resetting of the alarm system.

Parking

25. Unless otherwise provided in the Special Terms, parking for **all vehicles** is strictly restricted to the designated car parks (if any) and/or as shown on the attached plan. **No vehicle access is permitted beyond any designated car parks and vehicles illegally parked will be towed away.**
26. The Hirer shall at all times ensure that all entrances to and exits from the Venue's car parks are kept clear and unobstructed.

Variation/ Cancellation of Event/Activity

27. If the Hirer wishes to vary the Hire Period it must request the Council's approval. Any variation will be subject to the Council's consent in writing. The Council cannot guarantee that any variations will be approved. Cancellations **must be made in writing**.
28. If the Venue booking is cancelled by the Hirer within 14 days of the Event/Activity, the Council reserves the right to retain the Hire Fee in full. If the Hirer cancels the Event/Activity less than 48 hours prior to the Event/Activity start date the Council reserves the right to charge an additional late cancellation charge.

29. The Council may by prior written notice (where reasonably practicable) vary the Activity/Event dates and/or times or cancel the Event/Activity for the following reasons:
- urgent works
 - the staging of an event
 - any other purpose which the Council, acting reasonably, may determine.
30. If the Council varies or cancels the date and/or time of the Event/Activity for the reasons set out in clause 29 it shall use its reasonable endeavours, to provide the Hirer with an alternative date/time and/or Venue. Where an alternative date/time and/or Venue cannot be agreed upon the Council shall refund the Hire Fee and Bond (as applicable) paid by the Hirer (**NB refunds apply to “one-off” hire only**).

Insurance

31. The Hirer is responsible for public liability insurance, up to \$1,000,000, during the Hire Period, covering indemnity against loss, damage, costs (including without limitation, legal costs) and expenses for which the Hirer may become liable under this Agreement. Unless the Hirer accepts the Council’s offer of public liability insurance cover as set out in the Special Terms, the Hirer must arrange for such public liability insurance cover and provide proof of insurance to the Council on the signing of this Agreement by both parties (see clause 5).

Consequences of Breach by Hirer

32. Any breach of the Terms and Conditions of Hire may result in:
- forfeit of part or all of the Bond (if payable)
 - termination of the Event/Activity
 - refusal to accept future bookings
 - extra charges being incurred.
33. The Hirer shall be liable for all losses or costs incurred by the Council as a result of the breach of any of the Terms and Conditions and shall reimburse the Council on demand.

Council's Liability

34. To the extent permitted by law the Council shall not be liable for any loss or expense whatsoever incurred by the Hirer or any third party in relation to this Agreement and/or the hire of the Venue.

Hire at the Council's discretion

35. The Council may, at its absolute discretion, refuse an application for hire.

NB:

- 1. Additional Special Terms may apply dependent on the particular circumstances of the Event/Activity**

SCHEDULE

SPECIAL TERMS