

NEW PLYMOUTH DISTRICT COUNCIL

VENUE HIRE AGREEMENT – (OPEN SPACES ONLY)

Hirer's Name: Address: Phone Number(s): Email Address: Booking ID:	Event/Activity: Hire Period (<i>Dates/Times of each Event/Activity</i>):
Venue: Please refer to aerial photo in Special Terms.	Site Plan required: Health and Safety Plan required:
COSTS: Hire Fee (GST inc) :	

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 non-exclusive use of the Venue for the Event/Activity during the Hire Period.
2. The Hirer must use the Venue only for the purpose of the Event/Activity and may not sublet the Venue under any circumstances.
3. The general public must be allowed free access to, and enjoyment of, the Venue during the Hire Period.
4. 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.
5. 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

6. The Hirer must pay the Hire Fee on submitting the 2 (two) signed copies of the Venue Hire Agreement; the booking **will not be confirmed** until the Agreement has been signed by both parties and the Hire Fee (and the Bond if required) has been received.

Bond (if required)

7. 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.

8. 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.
9. 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.

Hirer's General Obligations

10. 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) unless permitted under the Council's bylaws and/or the Special Terms, **not** bring animals into the Venue without the prior written consent of the Council; with the exception of a Disability Assist Dog (as defined in section 75 of the Dog Control Act 1996) subject to such reasonable conditions as may be imposed by the Council
 - j) if using chairs, select those with a bar-type bottom to reduce turf damage;
 - k) if toasting, use plastic glasses;
 - l) not do anything that compromises any insurance cover;
 - m) 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;
 - 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 the Venue is left in a clean and tidy condition after each Event/Activity with all rubbish removed and the Venue returned to its original condition (fair wear and tear and damage solely due to weather excluded);
- r) 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, including, without limitation, in respect to health and safety.

Ground care

11. The Hirer acknowledges that the Venue may not be mown before the Event/Activity. The mowing of lawns is subject to weather and ground conditions and staff availability (note that catchers are not used).
12. The Hirer must ensure that:
- a) all vegetation, turf, sand and/or rocks are not interfered with or altered in any way;
 - b) **no** fires are lit under any circumstances.

Food and drink

13. 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.

14. The ***sale and supply of alcohol is prohibited*** unless permitted under the Special Terms and provided the appropriate licence is first obtained. Application forms for the relevant licence are available from the Council and applications must be made ***at least 20 working days prior to the Event/Activity/taking place.***

15. Unless permitted under the Special Terms, ***the sale of food items, soft drinks and/or merchandise is prohibited.***

Semi-permanent structures, marquees, tents, BBQs etc

16. Where the Hirer proposes to bring any semi-permanent structures (e.g. tents, marquees etc), or BBQs to the Venue, the Hirer must submit a site plan for the Council's written approval ***at least 10 working days prior to the commencement of the Hire Period.*** Where a site plan is required and not submitted to the Council within the period specified, ***the Council reserves the right to cancel the booking.***

17. A marquee, gazebo or similar structure with a floor area no greater than 100m² in size may be erected on the Venue where shown on the site plan, for a specified period approved in writing by the Council. The Hirer will be required to obtain a Building Consent for a structure greater than 100m² and/or where the Council has authorised the structure to remain at the Venue for more than one month. The Hirer ***must apply for a Building Consent at least 20 working days prior to the Event/Activity taking place.***

18. Unless otherwise provided under the Special Terms, plastic or wooden pegs must be used for fastening tents/marquees.

19. Any such structure must be removed from the Venue by the end of the Hire Period.

20. The Hirer must notify the Council immediately of any damage to the Venue that results from the removal of the structure and is liable to pay the Council on demand the reasonable costs incurred in reinstating and/or repairing the Venue (to be undertaken by the Council or its contractors).

Health and Safety, Emergencies, etc

21. The Council will comply with its obligations under the Health and Safety at Work Act 2015 (HSWA) and regulations and codes of practice made thereunder, including its health and safety policy.

22. The Hirer will:

- a) 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 Activity/Event and comply with any additional requirement of the Council as may be set out in the Special Terms;

- b) 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);
- c) where the Hirer is a person conducting a business or undertaking (PCBU), comply with its obligations under the HSWA and regulations and codes of practice made thereunder and such other requirements as are set out in the Special Terms.

23. The Council reserves the right, at its sole discretion, to close the Venue and/or cancel or suspend the Event/Activity because of adverse weather, ground conditions or in any other circumstances where the Council considers that the conditions at the Venue are unsafe.

Parking

24. Unless otherwise provided under 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 (other than for emergency vehicles) is permitted beyond any designated car parks and vehicles illegally parked will be towed away.**
25. The Hirer shall at all times ensure that all entrances to and exits from the Venue are kept clear and unobstructed.

Variation/ Cancellation of Event/Activity

26. If the Hirer wishes to vary the Hire Period, the Hirer 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.
27. 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 fee. Cancellations must be made **in writing**.
28. Without limiting clause 23, 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.
29. If the Council varies or cancels the date and/or time of the Event/Activity for the reasons set out in clauses 23 or 28 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.

Consequences of Breach by Hirer

30. 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.
31. 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

32. 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

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

SCHEDULE

SPECIAL TERMS