

## NELSON CITY COUNCIL COMMUNITY HALLS

### CONDITIONS OF HIRE

#### 1.0 BOOKINGS AND CHARGES

1.1 **Hold Bookings:** The Venue Management will accept and Hold dates for bookings on the following conditions:

1.1.1 That the booking is confirmed within four (4) calendar weeks of the date that the Venue Management is contacted or a minimum of 30 days prior to the hire commencement date.

1.1.2 If the Hold booking is contested you will be contacted by Venue Management to either proceed with confirmation or release the Hold. You will have one (1) week to respond or the Hold will lapse and be available to the individual or group contesting your Hold.

1.1.3 Note: Hold bookings that are not confirmed within the above prescribed times will automatically lapse.

1.2 **Confirmed Bookings:**

1.2.1 A booking is only considered to be confirmed when a fully completed Booking Request Form and signed copy of the Conditions of Hire form has been received and a confirmation email accepting the booking hire by a member of the Nelson Community Venues team.

1.3 **Cancellations and cleaning fees:**

1.3.1 Once a booking is confirmed a fee of 25% of the booking value will be invoiced via the NCC account details completed on the booking request form if the booking is cancelled in writing 14 days or more prior to the commencement date of the hire period

1.3.2 If the cancellation is made less than 14 days prior to the commencement date 100% of the booking value for both venue hire and services will be invoiced

1.3.3 In the event of the hirer not cleaning the premises to the satisfaction of Venue Management the hirer will be invoiced.

1.3.4 Furthermore, in the event of the premises not being cleaned to the satisfaction of Venue Management and being left in such condition that in the opinion of the Venue Management commercial cleaners are required to clean the premises consequent upon their hire the hirer will be invoiced.

#### 2.0 PARTICULAR RESPONSIBILITIES TO HIRES

2.1 **Responsibilities for loss or damage:** Upon taking possession of the Venue, or any part of it, all hirers are recommended to make an inspection and to satisfy themselves of the condition of the building and contents being hired. Any damage or loss of the Venue property during the period of hire, whether caused by patrons, performers or any person engaged by the hirer shall be the responsibility of the hirer. Neither the Venue Management, nor the Nelson City Council will bear responsibility for any damage or loss of hirers' property placed in the grounds or buildings. All damage and breakages must be reported to the Venue Management. Any damage to the owner's property identified by the user is to be reported to the owner as soon as reasonably practicable.

- 2.2 **Setting up and Cleaning Away:** Unless otherwise arranged, hirers are responsible for setting up the furniture and equipment for their function, and afterwards for the cleaning and correct storage of all the furniture and equipment used. Hirers are responsible for the prompt removal of any furniture equipment, or any decorations they introduce to the Venue within the booked hire period.
- 2.3 **Cleaning:** After a function, hirers are responsible for sweeping the floor, mopping any areas where food has been dropped, or drinks have been spilled, emptying and cleaning ashtrays, rubbish containers, cleaning as required all food preparation surfaces, stoves, ovens, pie-warmers etc, used for their function, and cleaning and washing all cutlery, crockery and utensils. A limited quantity of brooms, mops, etc.. are supplied by the Venue for this purpose. Hirers are required to supply their own tea-towels, detergent, dish cloths or other cleaning materials. All cleaning must be completed at the end of your event within your hire period. The hirers shall leave the Venue in the same condition as the commencement of the hire.

### 3.0 MINOR MODIFICATIONS TO HALLS

- 3.1 In the event of the hirer requiring modifications to the hall, its services, structure or condition, the hirer will be entirely responsible to meet the costs of planning, preparation, installation, maintenance, removal/reinstatement, and repair of any such modification to the satisfaction of the Venue Management. The hirer is further responsible to advise the Venue Management of any such planned modifications and complete and sign the relevant 'Application to Undertake Temporary Minor Works on Nelson City Council Property' form.

### 4.0 OTHER CONDITIONS

- 4.1 **Kitchens:** In the interest of hygiene and to conform to legislation and regulations the standard of cleanliness must be maintained at a very high level.
- 4.2 **Disposal of Rubbish:** Hirers are responsible for removal of all rubbish that has accumulated from their event at the completion of their Hire Period. The cost of having rubbish removed from the Venue will be charged to the hirer.
- 4.3 **Insurance:** Hirers are responsible for providing their own public liability cover. Similarly, hirers are advised to insure any furniture or equipment they introduce to the hall.
- 4.4 **Health and Safety:** Hirers are responsible for ensuring their event meets the requirements of current health and safety legislation, the Health and Safety at Work Act 2015, and are further responsible for familiarising themselves with fire and emergency evacuation procedures. You are required to provide names of Fire Wardens to act for your event/function. The number of people attending will determine the number of wardens required for your event.

Hirers are entirely responsible to manage their event, to provide their own first aid equipment and are further responsible to ensure they have appropriate procedures in place to safely manage pedestrian and vehicular access within and around the building and grounds of the Venue.

The Hirer will meet with Venue Management prior to their event to notify the Venue Management of any hazards they are likely to bring on-site, and similarly the Venue Management will advise the Hirer of any specific hazards present on site in respect of the hire. A hazard/risk identification register to note newly

identified incidents/risk is kept in the Venues information folder. All accidents and incidents must be reported following the hire to the Venue Management Team.

**4.5 The following are prohibited in the Hall:**

4.5.1 Stiletto heels (on wooden floors)

4.5.2 Confetti

4.5.3 Blue tack, sticky tape and masking tape

4.6 **Policy on Smoking:** No smoking is allowed at any time inside the venue.

4.7 **Access:** The hirer may not access the Venue before the booked time or at any time other than the agreed hire period. The Venue Management shall at all times have access to any part of the Venue. The hire period must include set up, pack up and cleaning.

4.8 **Finishing times:** The Venue must be vacated by the agreed hire period completion time.

4.9 **Bonds:** At the discretion of Venue Management, public functions may be subject to a bond, payable with the booking deposit.

4.10 **Alcohol Management:** If you want to provide alcohol at the Venue you need to get prior approval from Venue Management. Relevant Licenses may be required. The hirer is responsible for checking with the NCC Licensing department. Service staff and security may be required depending on the type of event.

4.11 **Noise Management:** At all times noise must be kept to an acceptable level in compliance with the Venues resource consent.

## **5.0 EARTHQUAKES**

5.1 All areas of the Venue following initial seismic assessments indicate the building may be earthquake prone and as a result may pose risks to users in the event of an earthquake. Signs indicating this have been placed in all public entrances to the effected building. The Hirer understands and warrants that they have been fully advised of the issue and continues with the hire at its liability. For the purpose of clarification the owner, its representatives, agents, contractors and sub-contractors expressly deny any subsequent liability.

## **6.0 KEYS**

**"Hirer"** Means the person who borrows/hires the key from Nelson City Council

**"Owner"** Means the Nelson City Council or its authorised agent i.e. CLM

**"Key"** Means the key and all duplicates of that key.

**"Venue Management"**  
Operators Contracted by NCC

6.1 That the key shall be held personally by the signatory and shall not be handed onto any other person except in the event of an emergency or with the prior approval of the Owner.

6.2 The key shall not be copied or reproduced in any way. If the key is copied or reproduced by the user, the user shall be liable for all costs to replace that key and lock.

6.3 That if the key or lock is lost, the user, regardless of whether they were personally responsible for the loss or not, shall be liable for the full replacement of that key and/or lock if necessary. Minimum charge will be \$20 or the full value of replacement whichever is the greater.

- 6.4 That the Hirer, upon becoming aware of the loss of a key, shall notify the owner of the loss immediately and that all costs to the owner to secure the lock shall be the hirer's responsibility.
- 6.5 That if they key, lock, gate, door is damaged in any way by the user then the hirer shall be liable for the full repair of that broken item.
- 6.6 That if the key or lock is defective that defect be advised to the owner.
- 6.7 That if the key or lock is defective, or the incorrect key is supplied, the owner shall not be liable in any way for any loss suffered by that hirer.
- 6.8 That the key shall be returned during normal working hours on the agreed date. Should the key not be returned on the agree d ate during normal working hours the owner may replace the lock and all keys for that lock at the expense of the user.

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Signed: \_\_\_\_\_