

Christchurch City Council Community Facilities Regular Hire Terms & Conditions

Please ensure you have fully read and understood the following Terms & Conditions.
These are your responsibilities as the hirer when booking a Christchurch City Council Community Facility.

Bookings

- Bookings are for a minimum of one hour
- The hirer must truthfully and accurately state the type of activity the community facility is being hired for
- The hirer must only use the community facility area they have booked and paid for
- Set up and pack down time must be allowed for and included in the hire period
- The hirer shall ensure that all persons have vacated the community facility by the end of the hire period
- Christchurch City Council reserves the right to have staff, or their representatives present at the event at any time
- The hirer must adhere to the confirmed hire period. Failure to do so can incur additional charges (hourly rate) and possible cancellations of future bookings
- Cancellation rules apply to all amended bookings that result in a different time period, except for the extension of existing booking time frames
- Fees can be viewed at ccc.govt.nz/the-council/plans-strategies-policies-and-bylaws/plans/long-term-plan-and-annual-plans/fees-and-charges/fees-community-support
- All fees quoted at the time of making the booking are GST inclusive.

Additional Charges

Christchurch City Council reserves the right to invoice the hirer for any additional charges resulting from the hirers use. In addition to the venue hire price paid at the time of the booking, the hirer may also be charged for:

- Unsatisfactory standard of cleaning throughout the facility to ensure that it is ready for the next hirer
- Any damage or loss to the community facility including but not limited to keys, facility locks or chattels caused during the hire period or through any breach of the Terms and Conditions in this Agreement
- Any theft of Christchurch City Council property from the community facility during the hire period
- Failure to conclude the facility hire by the agreed time
- Failure to remove event rubbish from the community facility
- Failure to secure the community facility after your agreed hire including doors, windows, fire exits
- Any cost, losses or expenses that the Christchurch City Council incur due to a breach of the Terms and Conditions outlined in this agreement, including but not limited to extra cleaning, rubbish removal, cancellation or refunds for the next hire due to actions resulting from failure to meet your hire's Terms and Conditions
- Any unreturned access card(s) and/or key(s)
- Any Emergency Services call out or fire alarm activation attendance for a non-emergency situation.

Cancellation of Hire

- The hirer agrees to cancel the booking by contacting Christchurch City Council
- Bookings can be cancelled without charge up to 7 days prior to the event
- Christchurch City Council reserves the right to levy full booking costs for confirmed bookings not utilised or cancelled within 7 days of the event/booking
- Christchurch City Council reserves the right to cancel the booking if any unforeseen circumstances arise after the booking has been confirmed
- Christchurch City Council reserves the right to cancel any bookings at its sole discretion without liability for any loss or additional costs incurred by the hirer or payment of compensation to any party whatsoever. Fees or charges paid prior to the cancellation of the booking will be refunded or credited to the Hirer
- Should a request for a booking be made at a time and/or venue that conflicts with another booking, Christchurch City Council reserves the right to determine which hirer shall be given the use of the venue at its sole discretion.

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Regular Hire

- A hirer who has 6 or more confirmed bookings within the Christchurch City Council's financial year is defined as a 'regular hirer' for the purpose of this Agreement
- To confirm booking a regular hirer must confirm their booking within 7 days of receiving the booking schedule
- These Terms & Conditions shall be deemed to be accepted if the regular hirer does not contest the booking schedule within 7 days from receipt of the booking schedule
- A regular hirer may pay the total annual hire for all its bookings in the financial year:
 - At the time the bookings are made; or
 - By regular invoicing issued by the Christchurch City Council and payment is due as stated on the invoice
- Future bookings are subject to cancellation due to non-payment as per invoice requirements.

Casual Hire

- A hirer who has less than 6 confirmed bookings within the Christchurch City Council's financial year, is a 'casual hirer' for the purpose of this agreement
- To confirm a booking (or bookings), a casual Hirer must:
 - Accept the Terms and Conditions of Hire, and
 - Make full payment of the relevant venue hire price at the time of booking.

Pre-Use Check Form

- As Christchurch City Council community facilities are self-managed, it is MANDATORY to complete a Pre-Use Check form prior to your booking to record the condition of the facility.
- Forms are located in the entrance to the facility and are to be left in the receptacle provided which will be clearly named.

General Conditions of Use

All hirers must be a legal entity. Christchurch City Council reserves the right to ask for proof of legal identity. A legal entity is a registered group or individual 18 years and older, who has capacity to:

- Enter into agreements or contracts
 - Assume obligations
 - Incur and pay debts
 - Sue and be sued in his/her own right
 - Be accountable for illegal activities.
- a) The person who makes the booking (or the legal entity's representative as notified to the Council) is required to be present for the duration of the event
 - b) The stated capacity of the community facility must not be exceeded at any time as required to meet national Building Warrant of Fitness standards. It is the hirer's responsibility to understand the venue's capacity and ensure it is complied with
 - c) All statutory rules, regulations and bylaws in force must be observed and complied with by the hirer
 - d) It is the responsibility of the hirer to inspect the community facility at the commencement of their allotted booking time to ensure its condition is safe and fit for the purpose of the hire. Any hazards are required to be immediately reported to the relevant emergency response, and to the Christchurch City Council on 03 941 8999
 - e) It is the hirer's responsibility to ensure the general public does not have access to the community facility, including toilets, during the hire period
 - f) No animals are permitted in a community facility, with the exception of guide dogs for the visually impaired, registered companion animals or official animals of the NZ Police
 - g) The hirer is not permitted to allow any illegal activities to take place in or outside the community facility during their hire period
 - h) It is the hirer's responsibility to contact the NZ Police immediately if there are any safety concerns due to disorderly behaviour

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- i) Behaviour of the hirer and the attendees of the event must be respectful at all times towards attendees of other events (if any) Christchurch City Council staff and representatives of any Christchurch City Council engaged contractors. Any behaviour that is intimidating, harassing or harmful can be reported to the Christchurch City Council and future bookings of the reported group may be reviewed
- j) Noise levels must be kept to an acceptable level at all times and attendees are to be considerate of other occupants (if any) of the community facility
- k) Notwithstanding any other provision contained in this Agreement, Christchurch City Council may refuse admission to any person or require any person attending the event to leave the community facility at the sole discretion of any Christchurch City Council staff or their representative
- l) Nothing in this Agreement creates a landlord-tenant relationship between the parties,
- m) All persons accepting this agreement shall be personally bound to abide by all Terms and Conditions contained in this Agreement and to fulfil all of the hirers obligations under this agreement.

Health & Safety at Work Act 2015

The hirer agrees to:

- Complete a facility 'Pre-Use Inspection' form. Forms can be found in the foyer areas or next to the entrance of room, lounge or auditorium,
- Accept the responsibility to act as the building warden. Verifying the positions of all exit points and safety equipment. Confirming that doorways/exit points are stairways are clear and unobstructed.
- Being present during the total duration of the hire. Asking for assistance if you do not understand these responsibilities.

Damage

The hirer agrees to:

- Report any damage or heavy wear to equipment by contacting the Council via 03 941 8999 at the time of your booking
- Accept the cost incurred by Christchurch City Council to make good on any damage or repair caused as a result of your function/event.

First Aid Kit

The hirer agrees to:

- Make available a first aid kit to service your own group's needs.

Fire/Evacuation Responsibilities

The hirer agrees to:

- Act as a Fire/Warden during the term of your hire
- Controlling and supervising facility emergency evacuation procedures
- Check the position of the orange 'Warden' armband.

Emergency Exit Doors

- Emergency Exit doors are indicated as such at any Christchurch City Council community facility by a sign
- Emergency Exit doors are to remain unobstructed at all times
- Emergency Exit doors are to remain closed at all times unless in an emergency
- The hirer will ensure that no vehicles are parked in front of, or obstructs in any way the venues Emergency Exit/s.

Telephone

The hirer agrees to:

- Ensure that there is provision of a cell phone for emergency purposes if there is no public telephone provided at the community facility.

Smokefree Environments Act (1990)

The hirer agrees to:

- Supervising and policing the Christchurch City Council smoke free policy
- Smoking is not permitted in any part of the community facility or within 5 meters of a doorway
- Smoke generating equipment is not permitted in any Christchurch City Council community facility.

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Flammable materials

- Gas appliances, barbeques, spit roasts, cookers, naked flames (e.g. candles) or flammable liquids that are a safety or fire risk are not permitted in any Christchurch City Council community facility.

Noise

The hirer agrees to:

- Ensure that your activity/event noise is not excessive or disruptive to neighbours
- Comply with any Christchurch City Council or Noise Control Officers request or instruction
- Failure to comply with any Christchurch City Council or Noise Control requests will result in the Police being called to stop the event.

Cleaning Equipment

- It is the responsibility of the hirer to ensure that the community facility, including the surrounding grounds, is left in a clean and tidy state ready for use by the next hirer,
- Supply your own kitchen materials, rubbish bags and cleaning materials,
- Empty the dishwasher before you leave
- Oven, stove top and benchtops is to be left in a clean ready to use condition
- Return all Christchurch City Council provided cleaning materials/equipment to the allocated cleaning storage area in a clean condition
- All rubbish generated from your activity/event including but not limited to catering materials, food, containers, glassware, boxes etc. is the hirers responsibility to remove from the Christchurch City Council community facility.

Facility Furniture (including chairs)

- Furniture is NOT to be moved between rooms. Each venue has allocated equipment relating to the capacity and legal occupancy levels
- All furniture is to be stacked and stored as indicated on the instructions present at site
- Furniture is NOT to be stacked/stored in any Emergency Exit point in any circumstance
- Christchurch City Council furniture is not to be used as moving equipment for any equipment being brought onto site by the hirer, the hirer is required to supply any additional equipment they may require.

Storage

- There is no storage available at community facilities for hirer's equipment unless an existing agreement is in place with Christchurch City Council
- The Christchurch City Council reserves the right to request hirers to remove any item remaining at a community facility where circumstances warrant
- Items belonging to hirers are not to be left on site that impedes the Buildings Warrant of Fitness in any way, if they do, the Christchurch City Council reserves the right to remove and dispose of said item as they see fit
- The Christchurch City Council is not responsible for any loss or damage to any item(s) left in or stored in a community facility by the Hirer.

Building Lock Up

- At the conclusion of hire, unless the next hirer is present for their booking, the community facility is to be locked up, made secure, lighting off, alarms set as required before leaving the premise.
- Any cost associated with securing the facility after use due to a hirer not completing their responsibilities can be invoiced back to the hirer.