

Terms and Conditions of Community Hall Hire (Effective from 1 July 2023)

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The following Terms and Conditions apply to all bookings. Please read thoroughly as understanding and agreement of these conditions constitutes part of the booking acceptance. If booking on behalf of an organisation or group of people, please ensure that everyone involved with the event is aware of this information.

1. Bookings

- a) Applications will be treated in order of receipt.
- b) The Council reserves the right to decline an application for any booking.
- c) No booking shall be confirmed until the Hirer receives confirmation from the Council Booking Team that the booking is accepted, and the full payment is received.
- d) All cancellations made one week before booking date will attract a fee of the full booking cost. A full payment, including bond (if applicable), is required at the time of the booking.
- e) Collection of key or access card for your booking, must be collected before your booking within Kapiti Coast District Council working hours. Payment will be required if your booking takes place, without key/access card collection.
- f) Paraparaumu Library Meeting Room access card collection is required through the front desk of the Paraparaumu Library within Paraparaumu Library working hours
- g) If you wish to view the hall prior to the event, Council may require a \$25 deposit for the access card/key which must be returned to Council within 24 hours upon which the deposit will be returned.
- h) If an access card or key is lost or damaged this will incur a \$30 fee
- i) The Hirer is to include in their booking time any set-up and pack-up time that may be required.
- j) The Hirer must enter and vacate the hall as per the time booked.
- k) The Hirer may only use the area booked.
- Keys or access cards must be returned within two days of use, failure to do so will result in a charge of \$50. Drop box lock at Kapiti Coast District Council Office to the left of the main doors.
- m) All bookings shall be subject to approval by the Property Booking Team and are required by law to be invoiced. Payment is required within 7 days of the invoice date or prior to the booking, whichever comes first. Failure to make payment will result in the cancellation of the booking.

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2. **Privacy**

- 3. Your privacy is important to the Council. Our privacy policy is governed by the New Zealand Privacy Act 2020. It covers our collection, use, and disclosure of your personal information.
- a) Personal information provided to the council may be held, used and disclosed by the council for the following purposes:
 - I. to enable council to communicate with you regarding your booking.
 - iii. to enable the Council to administer and maintain its records and carry out its required functions regarding community hall hire.
- The Council has a Privacy Officer whom you can contact if you have any concerns regarding privacy issues. You can also find the Council's privacy policy here: Privacy Policy | Have Your Say | Privacy Policy | Have Your Say | Kāpiti Coast (kapiticoast.govt.nz). For more detailed information about our obligations and your rights under the Privacy Act, you can refer to the Privacy Commissioner's website Office of the Privacy Commissioner | Home

https://haveyoursay.kapiticoast.govt.nz/privacy

4. Bond and fees

- a) Fees are payable in advance to the Property Booking Team.
- b) A bond is required at the time of booking.
- c) Bond refunds will take approximately 7-10 working days to process after the hire has taken place
- d) Any booking made more than six months ahead will be charged at the rate applying on the date of the function.
- e) Refund of bond shall only be made if all obligations contained in these Terms and Conditions remain fulfilled.

5. **Damage and loss**

- a) The Hirer will be held solely responsible in respect to any claims arising, or loss, accident, injury or damage to persons sustained in connection with this function.
- b) Any loss or damage to Council property, furniture, fittings, fixtures, appliances and apparatus in or about the said premises will be charged to the Hirer.
- c) The Council is not responsible, and has no liability whatsoever, for any damage to or loss of any property that the Hirer brings onto or stores on the premises.
- d) Nothing is to be driven into or attached in any way to ceilings, walls, floors, furniture or furnishings without prior permission. No writing, painting or disfigurement is to be applied to the furniture, walls, ceilings or floors. No smoke machines or flammables.
- e) The Hirer must return all tables, seating, furnishings or other property to their designated areas.
- f) If extra cleaning is required or the Community Hall or its contents have been damaged, any applicable costs will be deducted from the bond.

g) If any contractors/trades are called to fix any damage after hours, the Hirer is responsible for all charges, including the charge of the afterhours call incurred.

6. **Health and safety**

- a) Fire/emergency exit doors must be always kept closed and clear from obstruction.
- b) The Hirer is responsible for the provision of a cell phone for emergency purposes.
- c) The Hirer is responsible for maintaining good order and behaviour in all parts of the premises and grounds in use and will not cause, suffer or permit disorderly conduct or nuisance to arise.
- d) The Hirer will comply with all laws, regulations, bylaws and rules applicable to the operation of the event and the use of the venue, i.e., Excessive noise, including taking all practicable steps to ensure that the provisions of the Health and Safety at Work Act 2015 are met at all times. Capacity loads as specified on the Hall Information sheet are not to be exceeded.
- e) The Hirer needs to be able to provide first aid facilities and assistance to anyone injured during the term of the hire and this will be the responsibility of the Hirer.
- f) The Hirer will be responsible for the behaviour of event participants and for ensuring that activities and persons present adhere to the rules of the Community Halls.
- g) The Hirer will be responsible for ensuring that the Community Hall is kept secure at all times i.e. All fire doors must remain closed.
- h) The Hirer will read and understand the fire and emergency evacuation procedures as posted inside the Community Halls.
- i) Smoking is not permitted on the premises.
- j) A Fire Warden must be nominated by the Hirer to act in the event of fire. For a larger group there must be one warden to every 100 people.
- k) Please reference the Fire Evacuation Plan onsite at each building in your Health and Safety

7. **Permits and consents**

- a) The Hirer shall obtain and comply with the provisions and necessary approvals, consents and licenses from any person, including the Council, to run the event. The costs of these will be met by the Hirer. This includes music, sound systems and Special licenses if applicable.
- b) Alcohol is permitted subject to compliance with the application for a Special License, and that it will remain under the strict control of one responsible adult throughout the booking.
- c) Where sale of food is undertaken, the Food and Hygiene Regulations 1974 must be complied with.

8. **Security**

- a) The Hirer must ensure that all heating and lighting is turned off before they leave. An additional cost may be deducted from the bond or charged to you if any is left on.
- b) The necessary access cards/keys will be provided and can be collected on the day of the hire, or the Friday before the weekend hire.
- c) Keys are not to be cut by any hirer and must be returned the next day or as agreed with the Council Property Booking Team.
- d) It is the Hirer's responsibility to check that all outer doors and windows are securely locked when you leave.
- e) If the Council is required to call a security guard for any reason the Hirer will be billed for any costs incurred. (Refer to item 3.)

9. **Cleaning and rubbish**

- a) Please ensure that **ALL RUBBISH** is removed from the Community Hall and the surrounding outside area. The total hired area must be left clean and tidy at the end of booked times. Floors must be swept, mopped, and the carpets vacuumed if necessary. The Council supplies limited cleaning equipment.
- b) The Hirer must remove all personal equipment and belongings immediately after the function, unless prior approval has been given, within the period of hire.
- c) If the Council is required to do extra cleaning or remove rubbish on your behalf, for any reason, you will be billed for any costs incurred. (Refer to item 3.)

10. Cancellations

The Council reserves the right to cancel or reallocate any bookings if the Hall is required for any purposes of a large event, urgent maintenance, national or civic nature. In that event your booking will be refunded in full, Alternatively, your booking can be rescheduled, or we can provide an alternative Council venue if one is available. Any cancellation needs to be put in writing 7 working days before your booking. Regular hirers need to cancel their bookings 30 days in advance.

11. Emergency/evacuation procedures

All visitors need to read, and be familiar with, the following emergency procedures document, and be able to respond to an emergency and evacuate the building safely. Immediate evacuation of all areas of the building is essential upon discovery of a fire or upon the continuous sounding of the fire alarms. Please appoint a Fire Warden for your group in case of such an emergency.

12. Wardens on the day of hire

In case of fire, or if the fire alarm sounds, the Fire Warden will:

- a. Evacuate all users to the assembly point
- b. Call 111 and notify the Fire Service that the alarms are sounding at the Community Hall
- c. Check that no one is left in the building
- d. Complete a head count for the group report anyone missing to the Senior Fire Service

 Officer
- e. Ensure no person returns to the building until after the all-clear is given by the Fire Service
- f. Liaise with the Senior Fire Service Officer and the Council's Booking Team on 04 296 4700

Where disabled persons are using the facility, the Warden must advise the Fire Officer. If the fire alarm was activated unnecessarily, any fees associated with the attendance of the Fire Service will be the responsibility of the Hirer.

13. **Building assistance register**

Each user group will be required to maintain a register when applicable. If there are any people in your group who require assistance leaving the building in the event of an emergency, please record their names as required. Keep this register with you at all times.

14. Location of fire hoses/fire extinguishers/alarms switches

Please see the hall floor plan (located at the main entrance / exit) for location of the above. Make sure you, and the members of your group, are familiar with the fire exits.

15. **Storage**

All stored items in the storage areas are the hirers' responsibility, including insurance. Council is not responsible for any damage to stored items. Stored items must be related to the purpose of your hire.

PLEASE NOTE: There is a plan to begin implementing charges for storage in the future. All hirers are required to advise Council of any areas that are currently being used for storage. A minimum notice period of 30 days will be provided to all current storage holders of the new charges prior to implementation.

For further information, please contact the booking office - bookings@kapiticoast.govt.nz