

# Facility hire request form

## CENTRE:

Type of event or function:

Expected number of participants:

Expected number of spectators:

Facility:

(Please refer to [aucklandleisure.co.nz/hire-a-venue/](http://aucklandleisure.co.nz/hire-a-venue/) for information on hire facilities available at each venue and enter requirements below).

Date:

Time: (start and finish)\*

Facility:	Date:	Time: (start and finish)*
(Please refer to <a href="http://aucklandleisure.co.nz/hire-a-venue/">aucklandleisure.co.nz/hire-a-venue/</a> for information on hire facilities available at each venue and enter requirements below).		

\*Must include setup and pack-down times.

Additional requirements i.e. tables, chairs, BBQ: (additional costs may apply to some items):

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Is this a recurring booking? Yes No

If 'Yes' please indicate below the start and end dates and the recurring schedule required:

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## GROUP DETAILS

Name of group:

Designation of contract:

Group physical address:

Group postal address: (tick if same as above)

Group phone:

Group email:

## ON-SITE CONTACT DETAILS

Name:

Date of birth:

Address:

Suburb:

Post code:

Phone (h):

Phone (m): 1.)

2.)

Phone (w):

Email:



I would like to keep up to date with related programmes, news and events from Auckland Council Pools and Leisure.

IMPORTANT: By signing this Booking Request Form, you acknowledge that:

- You have read and understood the terms of this Agreement including the General Terms and Special Conditions
- You are at least 18 years old and have the authority to accept this agreement on behalf of the Hirer

**Print name:**

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**Signature:**

**Date:**

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**OFFICE USE**

**Staff member taking the booking request:**

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**Signed:**

**Date:**

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**Booking entered into system:**

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**Booking number:**

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# Venue hire terms and conditions

## 1. Introduction

- 1.1 These general terms and conditions have been developed to ensure your event runs smoothly and you enjoy your time with us.
- 1.2 These general terms and conditions should be read in full, including the facility- or venue-specific requirements attached to your booking request form.
- 1.3 By making a payment to Auckland Council for leisure venue hire you will be deemed to have accepted these terms and conditions of hire.
- 1.4 Please retain a copy of these terms and conditions of hire for your reference ensuring that you are aware of the responsibilities of hire.
- 1.5 These terms and conditions supersede all previous versions.

## 2. Definitions and interpretation

- 2.1 In these general terms, 'you' or 'your' means the party named in the booking request form as the proposed hirer. 'We', 'us' or 'our' means Auckland Council.
- 2.2 Unless the context requires otherwise, the following words have the specified meanings given to them:
  - 'Agreement' has the meaning given in the booking request form and includes the general terms, special conditions and the agreed booking requirements.
  - 'Event' or 'activity' means the purpose for which the venue is hired, as described in the booking request form.
  - 'Booking request form' means the booking request form and includes any special terms and conditions applicable to a specific venue or facility.
  - 'Facility' means the Auckland Council-owned pool and leisure centre identified in the booking request form.
  - 'Venue' means the area, room or space in the facility, as described in the booking request form, where the event or activity is to be held.
  - 'Calendar year' means 1 January to 31 December inclusive.
  - 'Financial year' means 1 July to 30 June inclusive.
  - 'Hire fees' are the fees charged for the use of the venue as specified in the booking request form.
  - 'Hire period' means the agreed time for which the venue is hired, as set out in the booking request form, and includes induction to the venue and cleaning after your event. If the booking is a recurring booking, each period for which the venue is booked is a hire period for the purposes of these general terms.
  - 'Special cleaning fee' means the cleaning fee detailed in the booking request form if applicable.
- 2.3 The special conditions set out in the booking request form prevail over these general terms to the extent of any inconsistency.

## 3. General

- 3.1 All hirers must be a legal entity. Auckland Council reserves the right to ask for proof of legal entity. A legal entity is a registered group or individual who has capacity to:
  - enter into agreements of contract
  - assume obligations
  - incur and pay debts
  - sue and be sued in their own right
  - be accountable for illegal activities.
- 3.2 The person making the booking (or other named contacts named in the booking request form) is required to be present for the duration of each hire period.
- 3.3 The capacity of the venue and the agreed party size set out in the booking request form must not be exceeded at any time. You are responsible for understanding the capacity and ensuring that it is not exceeded.
- 3.4 You must comply with all statutory rules, regulations and bylaws in relation to your hire of the venue.
- 3.5 You must ensure the health and safety of all people attending your event – see further detailed requirements in the 'health and safety' section below.
- 3.6 You are responsible for inspecting the venue at the commencement of the hire period to ensure its condition is safe and fit for the purpose of the hire. Any hazards should be reported immediately to staff at the facility.
- 3.7 All Auckland Council Pools and Leisure facilities are designed for general recreational use. You must consider the suitability of the particular venue for your intended purpose when making the booking.
- 3.8 You must not move or permit the removal of any furniture, equipment or other contents from the venue without our permission.
- 3.9 You must not place any posters, stickers, banners or flyers anywhere in the facility without our permission. Any unauthorised promotional or other material may be removed.
- 3.10 The Auckland Council Customer Privacy Policy applies to hirers.
- 3.11 You must make sure that the general public does not gain unauthorised access to the facility during the hire period.

- 3.12 It is the responsibility of you, your notified event controller or your event health and safety officer to ensure that the requirements of the following are met during your event:
  - Health and Safety in Employment Act 2015
  - Smoke Free Environments Act 1990
  - Sale and Supply of Alcohol Act 2012.
- 3.13 No animals are permitted in a pool or leisure centre other than guide dogs for the visually impaired, registered companion dogs or official animals of the New Zealand Police.
- 3.14 You must not allow any illegal activities to take place in or outside the facility during the hire period.
- 3.15 You must contact the police immediately if there are any safety concerns from a person(s) disorderly behaviour.
- 3.16 Noise levels must be kept at an acceptable level at all times.
- 3.17 You must ensure that there is a parent or designated carer of at least 17 years old, actively supervising children 10 years and under, according to our activity ratios. For swimming, see our Auckland Council Pool Alone Policy.
- 3.18 Notwithstanding any other provision contained in this agreement, we may refuse admission to any person or require any person to leave the facility at our sole discretion.
- 3.19 Nothing in this agreement creates a landlord-tenant relationship between parties.
- 3.20 All people signing this agreement or accepting this agreement (whether as an individual hirer, or director or other authorised signatory of another legal entity) shall be bound personally to abide by all of the terms and conditions contained in this agreement and to fulfil all of your obligations under this agreement as a principal debtor.
- 3.21 Discounts can be stackable using reverse compounding methodology. Maximum discount of 55 per cent.

## 4. Bookings

- 4.1 Bookings are a minimum of one hour.
- 4.2 You must clearly state the type of activity and event to take place and only use the venue for that purpose.
- 4.3 You must only use the area(s) of the venue that have been booked and confirmed.
- 4.4 Hireage excludes the use of any park facility. Park facilities must be booked separately by calling us on 09 301 0101.
- 4.5 If you need to change your booking (e.g. duration or times on the same day, contacts, addresses) you must contact the centre directly (see Where can I get active), or call Auckland Council on 09 301 0101 and ask to be put through to the centre. If outside of working hours, you must email the centre or use the Contact us form. It may not be possible to accommodate all requested changes.
- 4.6 Change of a booking day will be considered as a cancellation of the booking as a whole.
- 4.7 Set up and pack down time must be included and clearly indicated in the hire period.
- 4.8 You must make sure that all persons have vacated the venue by the end of the hire period.
- 4.9 We reserve the right to have staff present at the venue or event at any time.
- 4.10 You must adhere strictly to the confirmed hire period. Failure to do so will incur additional charges and possible cancellation of any future booking(s).
- 4.11 All local boards give priority to activities that will enhance their local areas. These types of activities are eligible for a subsidy (priority rate).
- 4.12 Discounts do not apply to rentals for commercial purposes.

## 5. Regular hire

- 5.1 You are deemed to be a regular hirer if you make 10 or more recurring confirmed bookings within a financial year.
- 5.2 To make a booking, a regular hirer must complete a booking request form and accept these general terms.
- 5.3 Your booking is not confirmed until you receive written notice of our agreement to the booking request and we have provided you with a booking schedule.
- 5.4 Regular hirers may pay the total annual hire fees for all bookings in the financial year:
  - i. at the time the bookings are made (or within four working days); or
  - ii. by regular equal instalments over the financial year, in which case we will issue periodic invoices.
- 5.5 The provision of credit to regular hirers under this agreement is limited only to liability for the payment of moneys payable for the supply of services provided by us. Nothing in this agreement shall impose any obligation on us to provide credit to you in respect of any other goods or services we supply.
- 5.6 Regular hirers must rebook with us for new and continued use each financial year. Regular hirers must submit their booking requests from the date we announce each year for the following financial year. Any written applications received before that date will not be accepted.
- 5.7 We cannot guarantee the renewal of existing regular hirer arrangements will be approved each year.



- 5.8 A priority rate will only apply to regular hirer bookings if the booking meets the requirements set out under 4. Bookings above.
- 5.9 We may ask regular hirers to relinquish one or more of their bookings if the venue is required for a multi-day event, elections, maintenance or to allow for better use of the venues in our facility. In such cases, a minimum of three weeks' notice will be provided.
- 6. Casual hire**
- 6.1 You are deemed to be a casual hirer if you make fewer than 10 bookings within each financial year.
- 6.2 To confirm a booking (or bookings), a casual hirer must complete the booking request form, accept these general terms, and:
- Where the booking request is made online, pay the hire fees in full;
  - Where the booking request is made by any other method (in person, by post, etc.), pay the hire fees in full by the earlier of either:
    - four days from our agreement to the booking request, or
    - the start of the hire period.
- 6.3 If the payment is not made in accordance with clause 6.2 the relevant booking will be automatically cancelled.
- 6.4 By making a payment to us for venue hire you will be deemed to have accepted the terms and conditions in the agreement.
- 7. Payment**
- 7.1 All fees and charges quoted at the time of the booking are current at that time and are subject to change. Local boards review and set fees and charges for all community facilities annually, such fees and charges to take effect from 1 July each year.
- 7.2 All hire fees are GST inclusive. Any fees payable in relation to cancellation of hire exclude GST.
- 7.3 Regular hirers may be invoiced monthly and payment is due as stated on the invoice.
- 7.4 Casual hirers are required to pay in full as set out in clause 6.2.
- 7.5 You shall be liable for the payment of all amounts owing to us under this agreement, whether or not services are supplied to you or to some other person, firm or corporate body at your request, and notwithstanding that you may have incurred all or any part of that indebtedness as agent for any other person, firm or corporate body.
- 7.6 If payment is overdue for a period of 14 days or more, the outstanding amount will be a debt due to us and we may refer the debt to a debt collection agency or other duly authorised agent of Auckland Council for collection. In addition, we may at our discretion and without prejudice to our other remedies:
- Suspend, for such period and subject to such terms as we in our discretion determine, any entitlement to credit given to you under this agreement.
  - To the extent permitted by law, refrain from supplying any further goods or services to you until you have discharged all outstanding indebtedness to us.
- 8. Additional charges**
- 8.1 We reserve the right to invoice you for any additional charges resulting from your use of our venue. In addition, you may be charged for:
- Any damage to any part of the facility caused during the hire period or through any breach of the terms and conditions in this agreement.
  - Any theft of Auckland Council property from the facility during the hire period or event.
  - Any extra cleaning, rubbish removal, repair or reinstatement of the venue that we consider is required after the hire period or event.
  - Any costs, losses or expenses that we incur due to any breach of this agreement.
  - Any unreturned access card(s) or key(s).
  - Any emergency services call out for fire alarm activation for a non-emergency situation.
  - Auckland Council noise control units sent out to the venue during the hire period.
  - Any unauthorised overstay, which will be charged at double the hourly rate.
- 8.2 We reserve the right to make additional charges for security, cleaning, lifeguarding and a technician for any booking.
- 8.3 You agree to pay on demand all of our reasonable expenses, including cheque dishonour fees, debt collection fees and legal costs (on a solicitor, agent, client basis) in relation to the collection of all overdue payments.
- 9. Cancellation of hire**
- 9.1 You may terminate the agreement or any booking by providing us with the written notice of cancellation or by cancelling the booking online (if applicable).
- 9.2 If you cancel the booking or terminate the agreement we will refund any hire fees as follows:
- Cancellation more than 30 days before the hire period or event: full refund less an administration fee of the lesser of \$25 or 20 per cent of the hire fees paid for the cancelled booking.
  - Cancellation between 15 and 30 days before the hire period or event: 75 per cent of the hire fees paid for the cancelled booking.
  - Cancellation between 8 and 14 days before the hire period or event: 50 per cent of the hire fees paid for the cancelled booking.
  - Cancellation within 7 days of the hire period or event: No refund.
- 9.3 If the booking is for person(s) 16 years old or under, and the event is cancelled less than 30 days before the booking, a \$25 penalty fee may apply.
- 9.4 If your booking is a recurring booking and you cancel more than one booking, then the penalty fees apply to each cancelled booking.
- 9.5 Any refund will be made by the method and to the account from which the payment of the relevant hire fees was made.
- 9.6 We may terminate any booking, event or agreement if we consider:
- your event will, or might, contravene any statute, order, regulation, bylaw, rule of law or any other requirements of a public or local authority, or otherwise be in breach of this agreement; or
  - that the management or control of your event is deficient.
- 9.7 We reserve the right to cancel any bookings where circumstances so warrant. These can include, but are not limited to, emergency situations and adverse environmental or weather conditions. We will endeavour to provide an alternative venue. If this is not possible, any hire fees will be refunded.
- 9.8 We are entitled to suspend or cancel all or any part of this agreement, in addition to our other rights and remedies, in any of the following circumstances:
- If you fail to meet any obligation under the agreement with us.
  - If you are made bankrupt, dissolved, placed into liquidation, have become insolvent, or are removed, or are likely to be removed from the register of companies.
  - If a receiver is appointed in respect of your assets.
  - If an arrangement with your creditors is made or likely to be made.
- 9.9 Upon cancellation of this agreement under c) or e) above any hire fees paid will not be refunded and all indebtedness to Auckland Council by you shall become immediately due and payable.
- 10. Cleaning, clearing and rubbish**
- 10.1 You are responsible for ensuring that the venue is left clean and ready for the next user. This includes wiping down benches, tables, stoves and sinks, removing all decorations, vacuuming, mopping up spills and sweeping or static mopping of the floor.
- 10.2 If you have paid a special clean fee, you are not responsible for cleaning the floors or toilet areas. You are still required to sweep, clean and pack down tables and chairs and pack, bag and remove all rubbish off-site.
- 10.3 You must bring your own cleaning equipment and garbage bags for the rubbish.
- 10.4 You must remove all rubbish at the end of the hire period and leave the venue and all equipment and furnishings in the facility, including car parks and adjacent premises, in good, clean and tidy order. Additional charges will be incurred if rubbish is not removed off-site.
- 10.5 All rubbish must be bagged and disposed of.
- 10.6 A strict three-strike policy applies for cleaning and rubbish removal each financial year. You will receive a warning if you do not leave the venue clean and ready for the next user. On the third occurrence, you will be removed from the venue, any future bookings will be cancelled and you will not be able to book any Auckland Council community venue for the remainder of the financial year.
- 10.7 You must secure the venue or facility (as applicable) at the end of each hire period. In particular you must:
- return all access keys to us at the end of the hire period
  - switch off all electrical appliances, lights, heaters and stoves
  - ensure that all windows and doors are secure
  - ensure that the alarm is set and activated (where applicable).
- 11. Lost property**
- 11.1 Any items of value (clothes, jewellery, watches, phones, etc.) left at the venue will be kept in lost property for a maximum of two weeks. Valuable items will then be handed to the police.
- 11.2 Any non-valuable items (papers, documents, water bottles, etc.) will be disposed of as waste.
- 12. Insurance**
- 12.1 We do not undertake to arrange for or maintain any insurance cover (property, contents or otherwise) for the venue or your event for your benefit.
- 12.2 You are responsible for ensuring the arrangement and maintenance of any insurance you consider necessary and adequate. This includes any public liability insurance cover, which is required for medium- to high-risk events to protect you against claims made by third parties for damage to people or assets.



### 13. Alcohol

- 13.1 Check the Auckland Council website to find out if you need a special alcohol licence for your event. You must comply with any alcohol restrictions or guidelines set out in the booking request form.

### 14. Liability

- 14.1 You indemnify Auckland Council, our employees or agents against all claims, demands, losses, damages, costs and expenses arising from your use of the Venue or any breach of this agreement.
- 14.2 We are not responsible for the loss of or damage to any of the hirers' property in or around the facility. Any equipment brought into the facility is at your own risk.
- 14.3 We do not warrant the venue is suitable for the event or activity.
- 14.4 We are not liable for any loss or expense that you incur if we are not able to make the venue available to you as a result of fire, flood, earthquake, failure or other unavailability of any building services or other event beyond our reasonable control.
- 14.5 To the extent permitted by law and without limiting any of your rights under the Consumer Guarantees Act 1993:
- We shall not be liable to you for any loss arising under or in connection with this agreement, whether in contract, tort or otherwise.
  - The maximum amount of our liability under or in relation to this agreement for any loss, damage, claim or expense is limited to the amount of the hire fees.

### 15. Health and safety

- 15.1 You must ensure that access and egress for residents, businesses or emergency vehicles is available at all times and that the public are not unduly inconvenienced by your use of the venue or the event. Public and private access ways must be kept clear at all times.
- 15.2 You must familiarise yourself with the evacuation procedure in case of fire at the facility and to ensure that all emergency exits are clear and free of any obstacles.
- 15.3 In case of fire, you must ensure that the evacuation procedure is followed immediately and fire emergency response is notified.
- 15.4 Any hazard you encounter either as a result of any activity or physical condition must be reported immediately to the relevant emergency response and also to us.
- 15.5 It is your responsibility to provide sufficient first aid supplies, suitable for your activity.
- 15.6 You are responsible for maintaining the security of all areas you have access to. Any breaches of security must be reported to us immediately.

### 16. Introduction and access

- 16.1 It is your responsibility to make yourself familiar with the venue, in particular:
- cleaning requirements upon completion of the hire period
  - layout, available space and equipment provided
  - equipment packing and storing
  - emergency evacuation procedures
  - security procedures
  - the capacity of the venue
  - noise control limits.
- 16.2 It is your responsibility to be available at the agreed times to receive the access card or key or be present at the venue at the agreed time to receive access.

### 17. Noise and music

- 17.1 In organising and staging your event, please consider the interests of other facility users and our neighbours.
- 17.2 Noise levels must be kept to an acceptable level at all times. Failure to reduce noise levels at the request of staff, a council official or the police will result in your event being stopped.
- 17.3 In multi-use or multi-room areas in the Facility you must maintain noise levels below 60 decibels.
- 17.4 If commercial music is being used, it is your responsibility to comply with all copyright requirements.
- 17.5 All music or amplified sound must cease 10 minutes before the booked finish time of the event or as stipulated in the booking request form or otherwise advised by us.
- 17.6 A strict three-strike policy applies in respect of noise levels for each financial year. You will receive a warning if your noise levels are higher than the above limits (in 17.2, 17.3 and 17.5 above). On the third breach of noise levels, you will be removed from the facility, the event and future bookings will be cancelled and you will not be allowed to book any Auckland Council community venue for the remainder of the financial year.

### 18. Parking

- 18.1 You will ensure that no vehicle restricts or obstructs access to the facility in any way, or contravenes any parking restrictions or signs.
- 18.2 We cannot guarantee parking availability as it is limited at all facilities.

### 19. Indoor sports (including recreation programmes)

- 19.1 A venue hired for indoor sporting activities including badminton, basketball, football, volleyball and netball may not be purpose built for that activity and not necessarily compliant with current guidelines in terms of court dimensions and space surrounding the indoor courts.
- 19.2 You accept the indoor sports space in its current configuration and condition.
- 19.3 Appropriate white-soled shoes must be worn for all sports activities within the venue. To prevent floor damage, tap dance groups must ensure the screws in their shoes are removed.

### 20. Furniture and equipment

- 20.1 You are responsible for setting up, cleaning and packing away any furniture and equipment used during the hire period. All furniture must be returned to designated storage areas to ensure that the fire exits are left clear at all times.
- 20.2 Furniture and equipment in the venue are approximate numbers only and may vary. Tables and chairs are provided but a specific number is not guaranteed. We reserve the right to remove and replace furniture as we deem necessary. If you require additional furniture and equipment to what is available then it is your responsibility to organise it.
- 20.3 You are responsible for ensuring that all furniture brought in externally for your event is removed by the end of the hire period.
- 20.4 We reserve the right to remove and if not claimed, dispose of any equipment or furniture left in the venue after the end of the hire period.
- 20.5 We are not responsible for the loss or damage to any equipment, furniture or personal items left in the venue.
- 20.6 Furniture must be carried, not dragged on the floor.
- 20.7 All electrical equipment that you bring in must display the current tag that identifies it has been tested and tagged by a qualified technician. This is an Auckland Council regulation and any equipment found in the venue that is not tagged will be removed.

### 21. Miscellaneous matters

- 21.1 You must take proper care of the venue and ensure that no damage occurs.
- 21.2 You must not use nails, tacks, screws, pins or any other instrument that will cause damage to the wall surfaces, furnishings, floors and ceiling surfaces. 3M removable display tape may be used to hang decorations from the walls. Decorations or items that require attachment from the ceiling are at our discretion and require express permission.
- 21.3 You must not use the facility's equipment, fixtures, fittings, heating or ventilation systems other than for the event and for that equipment's intended purpose.
- 21.4 You must ensure that no substance is deposited in toilets, sinks or drains that will cause blockage or damage.
- 21.5 Lighting with a naked flame is permitted only under strict supervision. For more information please contact us.
- 21.6 Ballroom powder, confetti or glitter is not permitted in the facility.
- 21.7 Kitchen facilities must not be used to prepare food for sale, except where the kitchen is registered. For a staffed venue where there is a registered kitchen, written consent of Auckland Council is required to prepare food for sale.
- 21.8 Where a bouncy castle is permitted, it must not touch ceilings or walls and must be powered by an electric air compressor.
- 21.9 All Auckland Council facilities are smoke free. No smoking or vaping is allowed on the premises including the outside grounds of the facility and any area of council property such as car parks, park grounds, etc.
- 21.10 No food or drink is to be consumed in any part of the facility where it is prohibited.
- 21.11 Any damage to buildings, art works, exhibits, furniture, fittings, fixtures or chattels within a facility must be reported to us immediately.

### 22. Storage hire - existing arrangements only

- 22.1 We will review storage allocation and requirements on an annual basis and you must apply to us for continued use each financial year.
- 22.2 We do not provide insurance cover for loss of or damage to any items left in or stored in the facility.
- 22.3 We do not provide insurance cover for the loss of or damage to your property or the property of any visitor to the venue.
- 22.4 The storage areas inside the facility must be used to store equipment that is for indoor use only. Storing outdoor equipment inside is not permitted.
- 22.5 We reserve the right to cancel storage allocation where circumstances so warrant. This may include but is not limited to capital works taking place. We will provide you with a minimum of four weeks' notice.

