

# Waimakariri District Council Terms and Conditions of Hire

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This document outlines the terms and conditions of hire for the following Waimakariri District Council venues:

- Oxford Town Hall
- Woodend Community Centre.

*Note: The Rangiora Town Hall and all other halls have their own Terms and Conditions of Hire in a separate document.*

## Access to venues - keys

Venues have a key system. Keys can be collected the day of the hire from the local Waimakariri District Council service desk, following receipt of payment.

If the hire is over the weekend, the key is to be picked up on the Friday (last working day) prior to the booking.

**Open hours:** excluding public holidays

- **Rangiora Service Centre**, Monday to Friday 8.30am-5pm
- **Oxford Service Centre**, Monday to Friday 9am-5pm
- **Kaiapoi Service Centre**, Monday to Friday 9am-5pm.

We cannot guarantee the availability of staff to access keys after hours.

Additional charges may apply if staff are required to provide keys outside of business hours.

Keys for hires over the public holidays must be picked up on the last business day prior to hire.

There will be a charge of \$20 if the key is not returned on the next business day or as otherwise arranged.

Commercial, Government and recurring bookings may have an invoice or key agreement.

## Right of entry

Waimakariri District Council reserves the right for Waimakariri District Council staff on presentation of an authorised warrant to be present at the venue at any time.

Any Councillor or Hall Advisory Group member on Waimakariri District Council business may enter the venue at any time.

Any contractor with prior arrangement with Waimakariri District Council.

## Charges

All hire charges and other fees paid for the use of the hall shall be paid in advance, unless otherwise arranged with the Council Booking Officer.

The Waimakariri District Council reserves the right to cancel the booking if any unforeseen circumstances arise after the booking has been confirmed.

The Waimakariri District 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, the Waimakariri District Council reserves the right to determine which hirer shall be given use of the venue at its sole discretion.

Cancellation of the booking or changes to the booking by the Hirer may result in fees or charges applying, depending on policy for that specific venue.

### **Additional costs**

Additional costs will occur if:

- Venue equipment or fittings are damaged
- Extra cleaning is required
- You enter into or remain in the venue outside the booked period
- The keys to the venue are not returned within the stated time
- The fire alarm is activated
- Rubbish is left inside or outside of the venue
- Outside of normal business hours staff are required to attend to provide keys or access
- Security alarms are activated and require guard call outs
- Any other breach of these conditions has occurred, resulting in call out charges or other costs to the Waimakariri District Council.

Should additional costs for venue repair, cleaning, or any other reason be incurred by the Waimakariri District Council in relation to the hire, the Hirer will be responsible for reimbursing Waimakariri District Council for those additional costs, within 14 days of being advised of those costs unless otherwise agreed to by the Waimakariri District Council in writing.

The base minimum charge for extra cleaning & rubbish removal is \$75.

The base minimum charge for security guard call-outs is \$75.

The base minimum charge for fire alarm activation is \$350.

### **Cancellation/additional bookings**

Waimakariri District Council reserves the right to levy the full rental costs for venues cancelled less than 10 days prior to the event.

Waimakariri District Council reserves the right to charge a cancellation fee of 50% if the Hirer cancels the booking once the booking has been confirmed.

A charge may also apply when a booking time and date is changed after a booking is confirmed.

### **Health and Safety**

All Council-owned properties form part of Council business. Therefore all activities on Council properties fall under the Health and Safety and Employment Act 2015. Council, Hirers and users of Council owned properties are bound by the provisions of the Act to take all practical steps to ensure the safety of all participants of events.

### **Hirer's responsibilities:**

- Carry out a “facilities pre-use check”. Familiarise yourself with the evacuation sheet for the venue
- Act as the building warden
- Verify the position of all exit points and stairways and confirm these are not obstructed
- Be present for the duration of the hire
- Supply Health and Safety Plan if required
- If alcohol is present, supply a liquor licence or a good host policy as directed in the booking process
- Advise the Waimakariri District Council of any Health and Safety incident occurring at the venue. For serious incidents the Hirer will contact the Council immediately on 0800 965 468 or email [office@wmk.govt.nz](mailto:office@wmk.govt.nz)
- Ensure that all participants are made aware of their responsibilities under the Health and Safety and Employment Act 2015, and that all practicable steps are taken to ensure the safety of all facility users and others
- Ask for help if you do not understand these responsibilities.

### **Cleaning and rubbish removal**

Hirers are responsible for the cleaning of the venue.

The cleaning of the venue must be completed at the end of the event, unless prior arrangements have been made. An additional charge may apply if venue is left unclean.

Hirers should supply their own dish washing liquid and tea-towels. Mopping & vacuuming equipment is available in venues.

Chairs and tables must be wiped down and returned to the original location.

Hirers must remove all rubbish from the venue and grounds after their hire. Rubbish should not be deposited in bins at venues. An additional charge may apply if rubbish is not removed.

The base minimum charge for extra cleaning and rubbish removal is \$75.

### **Storage**

Clubs, groups or organisations wishing to use facilities for storage of gear or administrative supplies are to apply for storage space by contacting [office@wmk.govt.nz](mailto:office@wmk.govt.nz) and providing an inventory of items stored. Items left at the premises are done at the users' own risk and the Waimakariri District Council is not held responsible for any lost or damaged items. A storage fee may apply.

### **Fire/Evacuation responsibilities**

Every hirer is required to be familiar with the procedure for evacuation in the Emergency Evacuation Procedure.

The appointed fire warden must ensure that all means of egress are checked for operation at the start of the hire period and control and supervise the venue evacuation procedure.

In the event of a fire, evacuate the venue immediately then notify the Fire Brigade by phoning 111.

When the venue is safely evacuated, contact the Waimakariri District Council on 0800 965 468.

### **Hours of use**

Hirers may not enter any facility until the time booked for the function and must be out of the facility by the end of hire.

The booking period must include set up and cleaning of the venue.

All persons shall leave the site within 30 minutes after the finish of any event. Only persons involved in the cleaning of the venue may remain on site.

## Conclusion of activities

If the hall is hired for an evening function, music is to be turned off by midnight and all activities including cleaning must cease no later than 1am, unless prior approval is granted by the Waimakariri District Council.

Some Waimakariri District Council venues have earlier finishing times. Cleaning may be carried out after these hours, if required.

Refer to clause 18 for venue specific times & conditions.

## Alcohol

The Hirer must specify and request permission for the consumption of alcohol at the time of making the booking.

Alcohol is not permitted in the facility unless permission has been granted and, if required, a liquor licence obtained from the Council when approving a booking.

Only the Hirer may bring alcohol into the hall provided that they have permission or a liquor licence.

BYO events are only permitted for private events where a family occasion is celebrated in a hired venue and guests bring their own alcohol or the host supplies it for free.

No alcohol is permitted on the exterior grounds of the facility.

## Prohibited

- No smoking in the venue
- No chewing gum in the venue
- No use of confetti or glitter
- No decoration or scenery may be attached to or hung from the venue without prior written permission from the Waimakariri District Council
- No open fires, candles, smoke machines, naked flame barbecues or spits are to be used inside any venue without prior written permission from the Waimakariri District Council
- If a fire alarm is set off by the user, a charge will be incurred
- The hirer shall ensure that no tacks, nails, or adhesive materials are used on the interior of the premises
- No stiletto heels are not permitted in halls with wooden floors.

## Noise

Noise levels from functions should be maintained at a level as to not disturb surrounding residents.

Failure to comply with this condition may result in the early closure of your function and a fine.

Contravention of an excessive noise direction under section 327 of the Resource Management Act 1991, Section 338(2)(c) is a \$500 fine.

The exterior doors must be closed when amplified music is being played.

Control music amplification so that the noise received at any residential boundary of the site is not dominant above ambient noise and does not have clearly audible bass.

Comply with any direction to control music given by a Council officer or authorised agent.

Conduct activities with consideration to neighbours.

Vacate the site quietly and drive responsibly.

### ***Damage to the hall or fixtures***

Any damage to the hall or fixtures or breakages must be notified immediately to the Waimakariri District Council by the Hirer. Phone 0800 965 468.

The Hirer is responsible for the full cost of any damage.

### ***Security***

The Hirer is responsible for securing the venue upon completion of the function.

They must ensure:

- All lights, heaters, stoves, taps and electrical appliances are turned off (except fridges)
- All people are out of the building
- Windows and doors are closed and locked
- Alarm is set.

If any of the above is not done and any vandalism, etc occurs, the Hirer may be charged for any repairs or costs incurred.

### ***Breach of conditions***

Any breach of the Conditions of Hire may result in:

- Closure of the function
- Refusal to accept future bookings
- Extra charges being incurred.

### ***Public liability insurance***

The hirer is responsible for public liability insurance. Insurance of \$1,000,000 is recommended by the Waimakariri District Council.

### ***Venue specific terms***

#### ***Oxford Town Hall***

##### **Hours of Operation**

All activities, except cleaning, shall cease by the following times:

- Monday to Sunday inclusive: 12pm.

#### ***Woodend Community Centre***

##### **Hours of Operation**

All activities, except cleaning, shall cease by the following times:

- Monday to Saturday inclusive: 11pm
- Sundays and any Public Holidays: 10pm.

##### **Noise**

- Amplified music can only be played in the gymnasium area. External sound system for amplified music is not able to be used in the meeting rooms.