Terms and Conditions of Hire – Ponsonby Community Centre

The following terms and conditions have been developed to ensure your activity/class/meeting or event runs smoothly with minimal disruption. Please retain a copy of these Terms and Conditions of Hire for your reference and ensure you are aware of the responsibilities of hire. Your signature on the Terms and Conditions of Hire indicates your acceptance and agreement to comply.
This document supersedes all previous documents relating to the terms and conditions for hire of Ponsonby Community Centre.

YOUR BOOKING IS NOT CONFIRMED UNTIL AN APPLICATION HAS BEEN SUBMITTED, APPROVED BY PONSONBY COMMUNITY CENTE MANAGER AND A SIGNED COPY OF THE TERMS AND CONDITIONS IS RETURNED.
FOR CASUAL HIRERS, RECEIPT OF FULL PAYMENT AND A SIGNED COPY OF THE TERMS AND CONDITIONS AND APPLICATION ARE REQUIRED TO CONFIRM YOUR BOOKING. PAYMENT MUST BE MADE IN ADVANCE OF THE HIRE DATE.

General Conditions of Hire

a) All Hirers must be a legal entity. Ponsonby Community Centre (PCC) reserves the right to ask for proof of legal entity. A legal entity is a registered group or individual who has the capacity to;
    i. enter into agreements or contracts.
    ii. assume obligations.
    iii. incur and pay debts.
    iv. sue and be sued in its own right.
    v. be accountable for illegal activities.
b) The person who makes the booking (or their representative as notified to Ponsonby Community Centre) is required to be present for the duration of the event that the Community Centre is booked for.
c) The Hirer must not allow any illegal activities to take place in or outside the Community Centre during the hire period.
d) All statutory rules, regulations and bylaws in force must be strictly observed and adhered to, by the Hirer.
e) The Code of Conduct (Appendix A) is strictly adhered to.
f) All the rooms are designed for general use rather than a specific activity or function. The Hirer must consider the suitability of the room and facility for their Event when making a booking.
g) The Hirer must not remove or permit the removal of any furniture, equipment or other contents from the facility without the permission of the PCC.
h) It is the Hirers responsibility to ensure that the general public does not have access to the facility, including the toilets, during the Hire Period.
i) No animals are permitted in the facility, other than guide dogs for the visually impaired, registered companion animals or official animals of the NZ Police (except in the case of animal shows and exhibitions but subject to compliance laws).
j) It is the Hirers responsibility to contact the Police immediately if there are any safety concerns from a person(s) disorderly behaviour.
k) The Hirer must ensure that the respective noise levels are not exceeded during the Event and comply with Council regulations and bylaws (Appendix B).

l) Notwithstanding any other provision contained in this agreement, Ponsonby Community Centre may refuse admission to any person or require any person attending the event to leave the facility at the sole discretion of the Ponsonby Community Centre Manager.
m) Nothing in this agreement creates a landlord – tenant relationship between parties.
n) All persons signing this Agreement (whether as a director or other authorised signatory) shall be bound personally to abide by all of the terms and conditions contained in this Agreement and to fulfil all of the Hirer's obligations under this agreement as a principal debtor.

Health and Safety

a) It is the responsibility of the Hirer to ensure the health and safety of the people attending their event.
b) It is the Hirer's responsibility to ensure that the requirements of the Health and Safety in Employment Act 1992, the Health and Safety at Work Act 2015, the Smoke-free Environments Act 1990 and the Sale and Supply of Alcohol Act 2012 as they apply to the Hirer's intended use of the facility are met.
c) The stated capacity of the venue space must not be exceeded at any time. It is the Hirer's responsibility to understand the capacity and ensure it is not exceeded (see Appendix B).
d) It is the responsibility of the Hirer to inspect the room/hall 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 to the PCC. If the hazard is unable to be moved or remedied before your event starts, do not continue with your event and contact the PCC to rebook.
e) In an emergency dial 111 and ask for fire, police or ambulance.
f) The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, accompanies all children under 10 years of age.
g) The Hirer is responsible for gaining the permission of a parent or caregiver when taking photographs of minors at any event or visit to the Ponsonby Community Centre.
h) The Hirer must ensure that access and egress for residents, businesses or emergency vehicles is available at all times. This includes public and private access ways.
i) It is the Hirer's responsibility to make themselves familiar with the evacuation procedure in case of a fire at the Facility.
j) In case of fire at the Facility, the Hirer must ensure the evacuation procedure is followed and fire emergency response is notified.
k) The Hirer is responsible for assigning and instructing a fire warden for the event. The assigned fire warden must ensure that all emergency exits are checked prior to the event and at least once during the event. This includes ensuring there is no interference with smoke detectors, fire extinguishers and emergency exits.
l) Any hazard a Hirer encounters or is made aware of must be reported immediately to the relevant emergency response by ringing 111 or in non-emergency cases, to Auckland Council by calling 09 301 0101.
m) Any person or persons deemed to be a danger to others should be reported immediately to the relevant authorities.
n) It is the responsibility of the Hirer to provide first aid supplies – the Centre office has some first aid

supplies which are available during office hours however it is recommended that all hirers have their own first aid kits on hand.

Bookings and Payment

a) Bookings are for a minimum of one hour.
b) The Hirer must precisely state the type of activity to take place and use the facility only for that purpose.
c) The Hirer must use only the area in the facility that has been booked and confirmed.
d) Any changes to the booking such as times, contacts or address must be communicated to and agreed to by the Ponsonby Community Centre management in writing/email at least 48 hours before the Hire period starts.
e) Set up and pack down time must be included in the Hire Period.

Cancellation of bookings

a) In the event that the Hirer terminates the Agreement, Ponsonby Community Centre will refund the hire fee as follows:
b) Cancellation notice received more than 30 days prior to the date of Event – full refund minus a penalty fee of the lesser of $15 or 25% of the Venue hire price.
c) Within 30 days of the Event – 50% refund
d) Within 14 days of the Event – 25% refund
e) Within 7 days of the Event – no refund
f) Ponsonby Community Centre may cancel a booking(s) if it considers the Event will, or might, contravene any statute, order, regulation, bylaw, rule of law or any other requirements of a public or local authority.
g) Ponsonby Community Centre reserves the right to cancel a booking(s) where circumstances so warrant. These may include, but are not limited to, emergency situations and adverse environmental / weather conditions.
h) Ponsonby Community Centre can, at its sole discretion, terminate the bookings and Hire Agreement. Any monies paid in advance for the booking will be refunded. Any bookings that have already been expended on cancellation of the agreement must be paid in full.
i) Ponsonby Community Centre shall be entitled to suspend or cancel all or any part of this agreement, in addition to its other rights and remedies, in any of the following circumstances:
j) If any cheque or payment tendered to Ponsonby Community Centre in payment of any indebtedness of the Hirer under this Agreement is dishonoured upon presentation.
k) if the Hirer fails to meet any obligation under this Agreement with Ponsonby Community Centre.
l) if the Hirer is made bankrupt, dissolved, placed into liquidation, becomes insolvent, or is removed, or is likely to be removed from the register of companies or charities.
m) if a receiver is appointed in respect of the assets of the Hirer.
n) if an arrangement with the Hirers creditors is made or is likely to be made.
o) Upon cancellation of this Agreement, all indebtedness of the Hirer to Ponsonby Community Centre hereunder shall become immediately due and payable.

Payment and Bond

a) All fees and charges quoted apply at the time of booking but may vary as Ponsonby Community

Centre review fees and charges for all hire spaces regularly.

b) All fees quoted, except the bond, are GST inclusive.
c) Regular Hirers are invoiced at the start of each term or monthly.
d) Casual Hirers are required to pay before the hire date and the booking is not confirmed unless a signed Agreement and Terms and Conditions have also been received and approved by the Ponsonby Community Centre.
e) Payment is due as stated on the invoice.
f) The Hirer shall be liable for the payment of all amounts owing to Ponsonby Community Centre pursuant to this Agreement, whether or not the services of Ponsonby Community Centre are supplied to the Hirer, or to some other person, firm or corporate body at the Hirer's request, and notwithstanding that the Hirer may have incurred all or any part of that indebtedness as agent for any other person, firm or corporate body.
g) If payment is overdue for a period of 14 days or more, the debt may be referred to a debt collection agency or other duly authorised agent of Ponsonby Community Centre for collection. In addition, Ponsonby Community Centre may at its discretion and without prejudice to its other remedies.
h) suspend for such period and subject to such terms as Ponsonby Community Centre in its discretion determines any entitlement to credit given to the Hirer pursuant to this Agreement.
i) to the extent permitted by law, refrain from supplying any further services or goods to the Hirer until the Hirer has discharged all outstanding indebtedness to Ponsonby Community Centre.
j) Ponsonby Community Centre reserves the right to ask for or retain a bond to cover any expenses resulting from the Hirers' use of the facilities.
k) The bond will be refunded to the Hirer, as stated on the booking contract, within 15 working days after the event. To avoid delays in processing your bond refund, a bank verified copy of bank statement or pre-printed deposit slip must be supplied to Ponsonby Community Centre prior to the Event.

Additional Charges

Ponsonby Community Centre reserves the right to invoice the Hirer or debit from the bond, for any additional charges resulting from Hirers use. In addition to the Venue Hire Price quoted at the time of booking, the Hirer may be charged for:

a) Any damage to the Facility caused during the Hire Period or through any other breach of the Terms and Conditions in this Agreement.
b) Any theft of Ponsonby Community Centre property from the Facility during the Hire Period.
c) Any extra cleaning, rubbish removal, repair or reinstatement of the Facility which Ponsonby Community Centre considers is required after the Event.
d) Any costs, losses or expenses that Ponsonby Community Centre incurs due to any breach of the terms and conditions outlined in this Agreement.
e) Any unreturned access cards and/or key(s).
f) Any emergency services call out or security and fire alarm activation for a non-emergency situation. If a fire alarm is set off by any prohibited activities, Ponsonby Community Centre reserves the right to impose an additional fire service fee of up to $1500+GST and the Hirer held liable for the full amount due.
g) Auckland Council noise control units sent to the Facility during the Event.

h) Ponsonby Community Centre reserves the right to apply an additional charge for security and/or cleaning for an Event.
i) The Hirer will upon demand pay all of Ponsonby Community Centre's reasonable expenses, including cheque dishonour fees and legal costs (on a solicitor/ agent/client basis) in the collection of all overdue moneys.

Regular Hirers/Casual Hirers

a) A Hirer who has 10 or more recurring confirmed bookings within Ponsonby Community Centre's financial year, is a Regular Hirer for the purposes of this Agreement.
b) A Hirer who has books less than 10 dates all at once within Ponsonby Community Centre's financial year is a Casual Hirer for the purposes of this Agreement.
c) The provision of credit to Regular Hirers under this agreement is limited only to liability for payment of money payable for the supply of services provided by Ponsonby Community Centre. Nothing herein shall impose any obligation on Ponsonby Community Centre to provide credit to the customer in respect of any other types of services or goods supplied by Ponsonby Community Centre.
d) Regular Hirers must apply to Ponsonby Community Centre for new and continued use each quarter (School term) or after the booking period has ended.
e) A previous booking by a Regular Hirer does in no way obligate or set a precedent for continued hire, and Ponsonby Community Centre cannot guarantee the renewal of existing Regular Hirer arrangements will be approved each term/quarter.
f) All bookings, regular or casual, are at the discretion of the Ponsonby Community Centre Manager.
g) Regular Hirers are required to return the signed Hirer Application form and Terms and Conditions to confirm their bookings. Until the signed Hirer Application form and Terms and Conditions are received and approved by the Ponsonby Community Centre Manager the booking will be considered tentative only.

Liability and Insurance

a) The Hirer will indemnify Ponsonby Community Centre, its employees or agents against all claims, demands, losses, damages, costs and expenses arising from the Hirer's use of the Facility or any breach of this Agreement.
b) Ponsonby Community Centre does not accept responsibility for the loss or damage of Hirer's property. Any equipment/property left in the Community Centre, is at the Hirer's own risk.
c) Ponsonby Community Centre does not warrant that the Facility is suitable for the Event.
d) Ponsonby Community Centre is not liable for any loss or expense that the Hirer incurs if the Ponsonby Community Centre is not able to make the Facility available to the Hirer.
e) The Ponsonby Community Centre does not undertake to arrange for or maintain any insurance cover, property, contents or otherwise, for the Facility and the Event for the benefit of the Hirer.
f) The Hirer is responsible to arrange for and maintain any insurance cover they consider necessary and adequate. That includes any public liability insurance cover which is required for medium – to high risk. Events to protect the Hirer against claims made by third parties for damage to people or assets.

Alcohol

For current guidelines on liquor licensing and consumption in public spaces, please visit Auckland Council website: www.aucklandcouncil.govt.nz.
Ponsonby Community Centre reserves the right to refuse hire for events choosing to serve alcohol.

Use and Care of the Venue and Grounds

It is the Hirer's responsibility to make themselves familiar with the Facility, in particular:

- Cleaning requirements on completion of the Event
- Layout, available space and equipment provided
- Equipment packing and storing
- Fire Warden duties, including emergency evacuation procedures.
- Security and lock up procedures
- Access and grounds restrictions

Restrictive Use: The Hirer may only use the Venue to stage the Event as described in the Venue Hire Agreement or as amended and approved by the Ponsonby Community Centre.

Licenses, Permits, Consents and Authority: The Hirer must at the Hirer's expense obtain all licenses, permits and consents that may be required for the Event and upon request the Hirer will provide the Ponsonby Community Centre with copies of these documents. In addition, the Hirer will obtain the relevant authorisation in relation to use of any third party intellectual property and will not use the Venue for the public performance of any literary, dramatic, musical or other work or entertainment in breach of copyright.

Compliance with Laws and Ponsonby Community Centre's Directions: During the Hire Period, the Hirer shall ensure that its employees, contractors and agents comply with all applicable statutes, bylaws and rules of conduct for the Venue and any directions of the Ponsonby Community Centre. The Hirer shall ensure that they do not do or omit to do anything that may be in breach of the Hirer's obligations under this Agreement.

Prohibited Goods/Activities: During the Hire Period the Hirer must ensure that:

- Neither the Hirer nor any of its employees, contractors or agents bring to the Venue any firearms, explosives, flammable liquids or other dangerous substances (including fireworks or pyrotechnics) which may cause damage or injury to property or persons, except with the prior written consent of the Ponsonby Community Centre and then only in accordance with the conditions of that consent. Notwithstanding any such consent, the Hirer will indemnify the Ponsonby Community Centre and the Building Owner (Auckland Council) in respect of any liability or expense it incurred as a result of any such damage or injury;
- **Gaming:** No lottery, raffle, betting, gambling or game of chance of any kind is conducted in the Venue without the prior written consent of the Ponsonby Community Centre and then only in accordance with applicable laws.

Neighbourhood

a) In organising and staging the Event, please consider the interests of the Community Centre's neighbours.
b) Noise levels must be kept to an acceptable level at all times (see Appendix B). Failure to reduce noise levels at the request of a council official or the police will result in the event being stopped.
c) The Hirer shall ensure that no vehicle obstructs access in any way, or contravenes any restricted parking signs.
d) Ponsonby Community Centre cannot guarantee parking availability as it is situated on a residential street and has no off street parking area.
e) The Hirer is responsible for applying for and obtaining all parking permits and permissions for using Council outdoor areas.

Preschool Rooms (Basement) and Playground

a) Access to the Ponsy Kids Preschool playground and rooms is strictly prohibited to all hirers and the general public, at all times, regardless of whether the Preschool is in operation.
b) Use or removal of equipment and toys from the Preschool playground is prohibited.
c) Photography (still or moving image) of the children, staff or families in the Preschool playground and rooms is prohibited.
d) Any breaches of the above conditions relating to Ponsy Kids Preschool will result in those responsible being trespassed from both the Ponsonby Community Centre and Ponsy Kids Preschool building and grounds.

Building and Interior

a) The Hirer must take proper care of the community centre and grounds and ensure that no damage occurs.
b) Ponsonby Community Centre is a smoke-free facility.
c) Bouncy castles and other blow up structures are not permitted inside the building unless prior permission is obtained from the Manager.
d) The Hirer must not use screws, blutack or cellotape on wall surfaces, furnishings, floors and ceiling surfaces.
e) The Hirer must not use any of the Community Centre's equipment, fixtures, fittings, heating or ventilation systems other than for the intended purpose.
f) No substance shall be deposited in toilets, sinks or drains that will cause blockage or damage.
g) Lighting with a naked flame is not permitted in the Community Centre buildings or grounds. This includes candles, oil burners, open fires, smoke machines, kerosene lamps, barbecues or spits.
h) **Temporary Structures:** The Hirer shall not construct or erect any rigging, scaffolding, staging or other temporary structure or suspend any object or thing from the ceiling of the Facility without obtaining the prior approval of the Ponsonby Community Centre Manager.
i) Kitchen facilities must not be used to prepare food for sale unless Hirer has the appropriate permit.
j) No food or drink is to be consumed in any part of the Community Centre where it is prohibited. See Section **Alcohol** above.

Exterior and Grounds

a) Tents, Marquees, umbrellas without an independent support base, or anything requiring securing to the ground are not permitted within the facility grounds.
b) The cost of repairs and remediation of the artificial turf will be charged on to the hirer responsible for the damage.
c) The hirer is responsible for removing all rubbish and equipment from the grounds at the end of event. Storage is not available.

Cleaning and Rubbish

The Hirer is responsible for ensuring that the hired space is left clean and ready for the next user. This includes:

- wiping down benches, tables, stoves and sinks; removing all decorations; mopping up spills and sweeping/static mopping the floor.
- Hirers are required to bring their own cleaning equipment, consumables, and garbage bags for the rubbish.
- The Hirer must remove all rubbish at the end of the Event and must leave all equipment and furnishings at PCC in good, clean and tidy order.
- Additional charges will be incurred if rubbish is not removed off-site.

Security and Access

The Hirer must secure the facility after the Event, where instructed by Ponsonby Community Centre.

a) Ponsonby Community Centre will provide the Hirer with an access card (key where needed) and alarm codes to the Facility at least one day prior to the Event and subject to the confirmation of the booking.
b) It is the Hirer's responsibility to be available at the agreed times to receive the access card/alarm codes or be present at the Community Centre at an agreed time to get access.
c) The Hirer must switch off all electrical appliances, lights, heaters and stoves and ensure that all windows and doors are secure.
d) The Hirer must ensure that the alarm is set and activated (where applicable).
e) Sharing the alarm code or access card with anyone who is not named as a person responsible on the application form will result in instant cancellation of all future bookings.
f) The Hirer must return all access cards and keys to Ponsonby Community Centre within five days of the end of the Event or in the case of a Regular Hirer, after the last booked Event or upon cancellation of further bookings. Failure to return or loss of access cards or keys will result in a replacement fee being charged before new cards or keys are issued and/or cancellation or refusal of future bookings.
g) Failure to secure the facility will result in you being charged for any security call out fees to lock and alarm the building.
h) Access to the Preschool playground and rooms is strictly prohibited (see **Preschool Rooms (Basement) and Playground** section above).
i) Repeated activation of the alarm will result in security or after hours call out fees being charged to the responsible hirer, loss of access card privileges and cancellation of future bookings.
j) If you have problems securing the Community Centre, call Alarm NZ on 09 303 0303 and advise them

of the situation. If you do not contact them and a security guard is dispatched, you will be charged for the afterhours and guard callout fees.

PCC Furniture and equipment

a) Hirers are responsible for setting up, cleaning and packing away any furniture and equipment used during their hire period. All furniture must be returned to designated storage areas, ensuring that all fire exits are left clear at all times.
b) Any damage to the building, artwork, exhibits, furniture, fitting, fixture or chattel within the Facility must be reported immediately to Ponsonby Community Centre by informing the office or emailing info@ponsonbycommunity.org.nz.
c) Furniture and equipment in the Facility are approximate numbers only and may vary. Ponsonby Community Centre reserves the right to remove or replace furniture at each Facility as it deems necessary.
d) **Tables and Chairs:** The facility has a limited number of tables and chairs. Where both halls are booked at the same time, these items must be shared between the respective hirers.
e) **Kitchen Facilities:** The halls kitchen is a communal facility and must be shared by hirers of both halls. Hirers must ensure that the kitchen is left clean and tidy after use.
f) **Bathroom Facilities:** The bathroom facilities are located in the foyer and are shared by all users of the rooms available for hire within the building.
g) If the Hirer requires additional furniture and equipment to what is available, then it is the Hirer's responsibility to organise. It is the Hirer's responsibility to ensure that all furniture and equipment brought in externally for an event, is removed by the end of the Hire Period.
h) Ponsonby Community Centre reserves the right to remove and if not claimed, dispose of any equipment or furniture left in a Facility after the Hire Period.
i) Ponsonby Community Centre does not take responsibility for the loss or damage to any equipment, furniture or personal item left in the Community Facility.
j) Furniture and equipment must be carried not dragged on the floor.
k) All electrical equipment brought in by Hirers must display the current tag that identifies that it has been tested and tagged by a qualified electrician. This is an Auckland Council Building Warrant of Fitness regulation and any electrical equipment found in a Facility that is not tagged, will be removed.

Storage – existing arrangement only

a) Ponsonby Community Centre reviews storage allocation and requirements on an annual basis and Hirers must apply to PCC for continued use each year.
b) Ponsonby Community Centre is not responsible for loss or damage to any item(s) stored at the PCC .
c) The storage areas inside the PCC must be used to store equipment that is only for indoor use. Storing outdoor equipment is not permitted.
d) Ponsonby Community Centre reserves the right to cancel a Hirers storage allocation.

In this Agreement, unless the context otherwise requires:

Agreement means the agreement between Ponsonby Community Centre and the Hirer in regards to the Event and agreed Facility and includes these General Terms and Conditions, the Appendices, the application form and confirmation letter/emails from Ponsonby Community Centre.
Hirer means the person(s) or legal entity named as Hirer in the Agreement.
Facility means the Ponsonby Community Centre and its rooms and environs.
Event means the purpose for which the Facility is hired as described in the Hirer's application form.
Facility or Venue Hire Price is the fee charged for use of a Ponsonby Community Centre space.
Bond is the money held by Ponsonby Community Centre for the casual hire of a Facility.
Hire Period is the agreed time for which the Facility is hired for and includes the setup and the cleaning time after the Event.
PCC means The Ponsonby Community Centre as a venue and legal Incorporated society.
Owner of the Building: Auckland Council
Management/Manager: Manager of the Ponsonby Community Centre

By signing this Agreement, I warrant and confirm that:
I have read and understood the outlined full Terms and Conditions of Venue Hire.
I am of legal age and have the delegated authority to sign this Agreement on behalf of _____(person(s)/ legal entity).

By entering this Agreement, the Hirer warrants and confirms to abide by all rules and directives published and updated by the government from time to time at https://covid19.govt.nz/.
The Hirer understands and accepts that Ponsonby Community Centre may immediately terminate this Agreement if the Hirer breaches any of the government rules or directives.

Name: _____

Signature: _____

Date: _____

APPENDIX A

Ponsonby Community Centre Code of Conduct

The Ponsonby Community Centre (PCC) is committed to providing a safe and supportive space for all members of the community and expects users of the community centre to treat each other and the staff with respect and equality.

During the Hire Period the Hirer shall conduct and manage its use of the Venue in an orderly and lawful manner and shall remain responsible for the conduct of its employees, contractors, invitees and ticket holders. The Hirer acknowledges that the PCC Manager may eject or refuse admission to any person who fails to behave in accordance with the standards required by this policy.

As a Hirer and/or visitor to the PCC you are required to follow the PCC Code of Conduct.
You will:

- demonstrate courtesy and respect for your group participants, PCC and Ponsy Kids Preschool staff and other hirers
- comply with all laws, instructions and PCC policies and procedures where indicated or directed
- maintain appropriate standards of behaviour and attire whilst at PCC
- maintain the PCC standards of security
- advise the PCC immediately about any potential matters of concern that may adversely affect all or any part of the organisation including any symptoms or concerns relating to Covid-19 or other infectious disease
- ensure that any Person's attending your event/activity behave in a manner which complies with this Code whilst at the Venue; and
- cooperate with and respect all other groups and individuals using the PCC.

PCC regards the following as unacceptable behaviours:

- physically or verbally abusing, fighting or threatening another person while on or around the PCC premises
- irresponsible or unacceptable behaviour including obscene language or harassment – sexual or otherwise
- causing injury or endangering the safety of yourself, any person attending your activity employees, other hirers, students or their friends or families, contractors or the public including (but not limited to) failing to properly use equipment, or failing to report any accident or near accident
- irresponsible or unauthorised use of fire prevention or safety equipment, or other PCC property
- Accessing the off limits grounds and rooms of the community centre (for example: the Preschool rooms and play ground, office or cleaners cupboards)
- sharing of access cards, keys or alarm codes with unauthorised persons
- use of PCC's Wi-Fi while not on the premises and sharing Wi-Fi passwords with non-hirers

- use of PCC's Wi-Fi while not on the premises and/or to conduct illegal or unsafe activities,
- driving near PCC at a speed exceeding the speed limit, or in a dangerous or careless manner
- committing any act that results in wastage and/or damage to property
- unauthorised use, possession, or removal from PCC premises or movement of any PCC property or property belonging to another person
- falsifying any records submitted to PCC or other acts of dishonesty
- unauthorised consumption or possession of alcohol or drugs at PCC, or being, in the opinion of PCC, affected by alcohol or drugs such that you cannot use the venue properly and safely
- disclosure or misuse of information obtained in the course of doing business with PCC
- abuse of Privacy Act provisions.
- Filming or photography of adults without their permission or children without the written permission of their caregiver
- conduct which could seriously damage the reputation of an individual or PCC
- conviction of a criminal offence where such conviction harms the interests of PCC or its customers, or could materially harm the trust that PCC has in you
- failure to comply with all relevant legislation including Health and Safety regulations
- arriving at PCC in a condition where you are unable to properly and safely use the Venue
- smoking in a smoke free area including in and around the PCC building or grounds
- any actions deemed to be of a sufficiently serious nature that could seriously affect the operations of PCC; or
- depositing any substance in the sinks, drains or toilets that could cause blockage or damage.

The PCC has a zero tolerance policy on these behaviours. Infringements are subject to immediate cancellation of hire. Any future hire applications will not be accepted.

Any illegal/abusive or violent activities will be reported to the Police and a trespass notice will be served to the perpetrator.

By signing the Terms and Conditions of hire you are agreeing to comply with the rules, policies and procedures contained in the Code of Conduct.

APPENDIX B

Venue Room Capacity maximums – based on Fire and Emergency regulations.

Room Name	Max Capacity standing	Max Capacity seated
Freda Stark Hall	80	50
Johnny Mitchell Hall	80	50
Meeting Room	15	8
Gluepot Room	30	20

Noise level limits in residential zones (Auckland Unitary Plan)

Time	Noise level
Monday to Saturday 7am-10pm	50dB LAeq
Sunday 9am-6pm	
All other times	40dB LAeq 75dB LAFmax

How to prevent a noise complaint:
https://www.aucklandcouncil.govt.nz/licences-regulations/noise/Pages/prevent-noise-complaint.aspx

APPENDIX C

Evacuation procedure for Ponsonby Community Centre Level 1

EVACUATION PROCEDURE:

- Raise the alarm immediately by operating the nearest fire alarm.
- Follow the instructions of the Fire Warden.
- Leave immediately by the clearly marked exit doors. Do not stop to gather bags or equipment.
- Carry small children and babies, leave prams and push chairs behind. Move quickly but DO NOT RUN.
- Ensure the Fire Service is notified by calling 111.
- Clearly state the premises NAME, ADDRESS (including suburb and city) and NATURE OF EMERGENCY (Fire, bells ringing etc).
- Report to the designated assembly area, which is the entrance to Tole Park Reserve and/or the corner of Bayard St and Ponsonby Terrace.
- Do not return to the building until the all clear is given.

FIRE WARDEN DUTIES: BEFORE AND DURING A FIRE ALARM TRIAL AND/OR EVACUATION

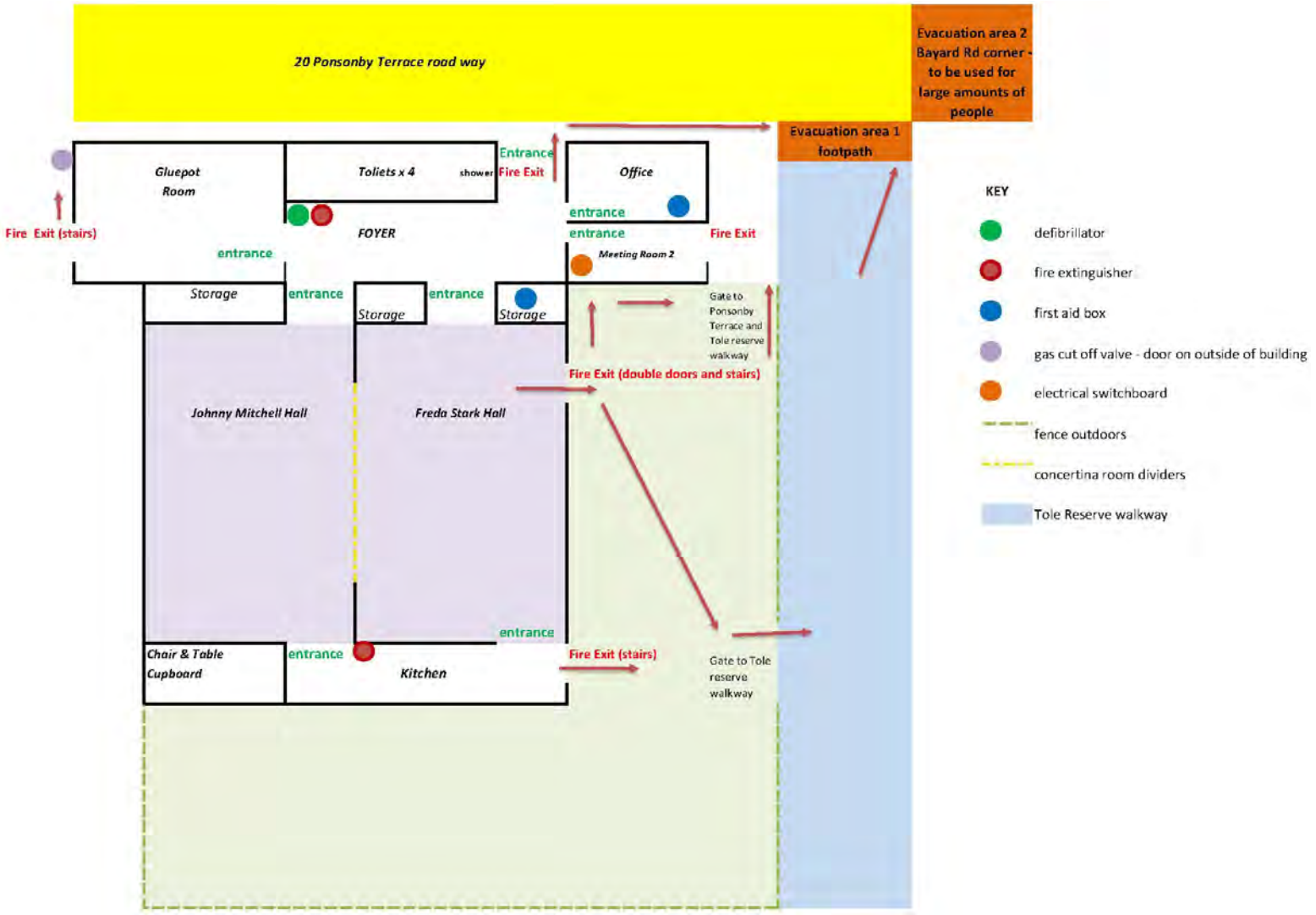
- Ensure everyone at your event knows where the closest fire exits are and what the procedure for evacuation is in the event of a fire.
- Check the fire exits are clear of hazards before and during the event.
- Ensure you know where the fire extinguishers and fire alarms are within the space you are hiring.

IF A FIRE IS DISCOVERED:

- Initiate and follow the evacuation procedure as above
- Ensure your floor/area is evacuated. Check toilets etc.
- Proceed to assembly area, check personnel and visitors for injury
- Only if conditions permit and it is safe to do so, should any attempt be made to extinguish the fire.

The evacuation procedure should be followed precisely for all trial evacuation exercises.

Evacuation and emergency exit map



APPENDIX B

Venue Room Capacity maximums - based on Fire and Emergency regulations.

Room Name	Max Capacity standing	Max Capacity seated
Freda Stark Hall	80	50
Johnny Mitchell Hall	80	50
Meeting Room	15	8
Gluepot Room	30	20

Noise level limits in residential zones (Auckland Unitary Plan)

ime	!Noise level
!Monday to Saturday 7am-10pm	15odB LAeq
lsunday 9am-6pm	
All other times	40dB LAeq 75dB LAFmax

How to prevent a noise complaint:
https://www.aucklandcouncil.govt.nz/1icences-regulat ions/noise/Pages/prevent-noise-complaint .aspx