

## Terms and Conditions of Venue Hire

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 ensuring that 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 CENTRE 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 ARE REQUIRED TO CONFIRM YOUR BOOKING. PAYMENT MUST BE MADE IN ADVANCE OF THE HIRE DATE.

## General conditions of use

- a) All Hirers must be a legal entity. Ponsonby Community Centre reserves the right to ask for proof of legal entity. A legal entity is a registered group or individual who has 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 Inc) is required to be present for the duration of the event that the Community Facility is booked for.
- c) The stated capacity of the Community Facility must not be exceeded at any time. It is the Hirer's responsibility to understand the capacity and ensure it is not exceeded.
- d) The Hirer must not allow any illegal activities to take place in or outside the Community Facility during the hire period.
- e) All statutory rules, regulations and bylaws in force MUST be strictly observed and adhered to, by the Hirer.

**f) It is the responsibility of the Hirer to ensure the health and safety of all persons attending their event.**

g) 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 immediately to the relevant emergency services and to Ponsonby Community Centre (emergency only! Forgetting your key does not constitute an emergency) 0275141073.

h) All the rooms are designed for general use rather than a specific activity or function. The Hirer must consider the suitability of the particular room and facility for their Event when making a booking.

i) The Hirer must not remove or permit the removal of any furniture, equipment or other contents from the facility without the permission of Ponsonby Community Centre Inc.

j) 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.

k) 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.

l) 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).

m) It is the Hirers responsibility to contact the Police immediately if there are any safety concerns from a person(s) disorderly behaviour.

n) The Hirer must ensure that the respective noise levels are not exceeded during the Event and comply with Council regulations and bylaws.

o) 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.

p) 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.

q) Nothing in this agreement creates a landlord – tenant relationship between parties.

r) 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 Hirers obligations under this agreement as a principal debtor.

s) 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 or Leys Institute Hall.

### Bookings

- a) Bookings are to be 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 by the Ponsonby Community Centre management in writing/email before the Hire period takes place.
- e) Set up and pack down time must be included in the Hire Period.

### Regular hire

- a) A Hirer who has 10 or more recurring confirmed bookings within Ponsonby Community Centre Inc's financial year, is a Regular Hirer for the purposes of this Agreement.
- b) The provision of credit to Regular Hirers under this agreement is limited only to liability for payment of moneys payable for the supply of services provided by Ponsonby Community Centre Inc. Nothing herein shall impose any obligation on Ponsonby Community Centre Inc to provide credit to the customer in respect of any other types of services or goods supplied by Ponsonby Community Centre Inc.
- c) Regular Hirers must apply to Ponsonby Community Centre Inc for new and continued use each quarter (School term) or after the booking period has ended.
- d) 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.
- e) All bookings regular or casual are at the discretion of the Ponsonby Community Centre manager.
- d) Regular Hirers are required to return the signed Agreement to confirm their bookings. Until the signed agreement is received and approved by the Ponsonby Community Centre manager the booking will be considered tentative only.

### Casual hire

- a) A Hirer who has less than 10 confirmed bookings within Ponsonby Community Centre Inc's financial year, is a Casual Hirer for the purposes of this Agreement.

### Payment and bond

- a) All fees and charges quoted apply at the time of booking but may vary as Ponsonby Community Centre Inc 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 has also been received and approved by the Ponsonby Community Centre Inc.
- 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 Inc for collection. In addition, Ponsonby Community Centre Inc may at it's discretion and without prejudice to its other remedies;
  - i) suspend for such period and subject to such terms as Ponsonby Community Centre Inc in its discretion determines any entitlement to credit given to the Hirer pursuant to this Agreement.
  - ii) 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 Inc.
  - iii) Ponsonby Community Centre Inc reserves the right to ask for or retain a bond to cover any expenses resulting from the Hirers use of the facility's.
  - iv) The bond is 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 Inc prior to the Event.

#### Additional charges:

- a) 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:
  - i) Any damage to the Facility caused during the Hire Period or through any other breach of the Terms and Conditions in this Agreement.
  - ii) Any theft of Ponsonby Community Centre Inc property from the Facility during the Hire Period.
  - iii) Any extra cleaning, rubbish removal, repair or reinstatement of the Facility which Ponsonby Community Centre Inc considers is required after the Event.
  - iv) Any costs, losses or expenses that Ponsonby Community Centre Inc incurs due to any breach of the terms and conditions outlined in this Agreement
  - iv) Any unreturned key(s).

- v) Any emergency services call out or security and fire alarm activation for a non-emergency situation.
  - vi) If a fire alarm is set off by any prohibited activities, Ponsonby Community Centre Inc 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.
  - vii) Auckland Council noise control units sent to the Facility during the Event.
- b) Ponsonby Community Centre Inc reserves the right to apply an additional charge for security and/or cleaning for an Event.
- d) The Hirer will upon demand pay all of Ponsonby Community Centre's reasonable expenses, including a cheque dishonour fee and legal costs (on a solicitor/agent/client basis) in the collection of all overdue moneys.

#### Liability

- a) The Hirer will indemnify Ponsonby Community Centre Inc, 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 Inc is not responsible for loss or damage to any of the Hirer's property in or around the Facility.
- c) Ponsonby Community Centre Inc does not warrant that the Facility is suitable for the Event.
- d) Ponsonby Community Centre Inc 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.

#### Insurance

- a) 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.
- b) 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: [aucklandcouncil.govt.nz](http://aucklandcouncil.govt.nz). Ponsonby Community Centre reserves the right to refuse hire for events choosing to serve alcohol.

### Health and safety

- a) The Hirer must ensure that access and egress for residents, businesses or emergency vehicles are available at all times. This includes public and private access ways that should be kept clear at all times.
- b) It is the Hirer's responsibility to make themselves familiar with the evacuation procedure in case of a fire at the Facility.
- c) In case of fire at a Facility, the Hirer must ensure the evacuation procedure is followed immediately and fire emergency response is notified.
- d) The Hirer is responsible to assign and instruct a fire warden for the Event. The assigned fire warden must ensure that all emergency exits are checked twice 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
- e) Any hazard a Hirer encounters or is made aware of must be reported immediately to the relevant emergency response or in non-emergency cases, to Auckland Council by calling 09 301 0101.  
Any person or persons deemed to be a danger to others should be reported immediately to the relevant authorities.
- f) It is the responsibility of the Hirer to provide first aid supplies.

### Use and care of the venue

- a) Introduction, Use and Access: It is the Hirer's responsibility to make themselves familiar with the Facility, in particular:
  - i) Cleaning requirements on completion of the Event
  - ii) Layout, available space and equipment provided
  - iii) Equipment packing and storing
  - iv) Fire Warden duties, including emergency evacuation procedures
  - v) Security and lock up procedures
- b) Ponsonby Community Centre Inc will provide the Hirer with the key and alarm codes to the Facility at least one day prior to the Event and subject to the confirmation of the booking.
- c) It is the Hirer's responsibility to be available at the agreed times to receive the key or be present at the Community Facility at the agreed time to get access.
- d) In organising and staging the Event, please consider the interests of the Facilities neighbours.
- e) Noise levels must be kept to an acceptable level at all times. Failure to reduce noise levels at the request of a council official or the police will result in the event being stopped.
- f) The Hirer must take proper care of the Facility and ensure that no damage occurs.
- g) The Hirer must not use nails, tacks, screws, pins or any other instrument that will cause damage to wall surfaces, furnishings, floors and ceiling surfaces.

- h) The Hirer must not use any of the Facilities equipment, fixtures, fittings, heating or ventilation systems other than for the intended purpose.
- i) No substance shall be deposited in toilets, sinks or drains that will cause blockage or damage.
- j) Lighting with a naked flame is not permitted in a Facility. This includes candles, oil burners, open fires, smoke machines, kerosene lamps, barbecues or spits.
- k) Ponsonby Community Centre Inc does not accept responsibility for the loss or damage of Hirer's property. Any equipment/property left in a Facility, is at the Hirer's own risk.
- l) Kitchen facilities must not be used to prepare food for sale unless Hirer has the appropriate permit.
- m) Where a bouncy castle is permitted inside a Facility, it must be powered only by an air compressor.
- n) Ponsonby Community Centre is a smoke free facility.
- o) No food or drink is to be consumed in any part of PCC where it is prohibited.
- p) Proper Conduct: 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, agents, invitees and ticket holders and shall ensure that none of them behave in any riotous, offensive or disorderly manner (including drunken behavior) or in such a manner that is likely to cause danger or annoyance to other members of the public, the PCC or damage the reputation of the Venue or the Ponsonby Community Centre. The Hirer acknowledges that the PCC may eject or refuse admission to any person who fails to behave in accordance with the standards required by this clause, in which case the Hirer indemnifies the PCC for any claims that may be made against the PCC as a result of such action.
- q) 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.**
- r) 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.
- s) 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 and that they do not do or omit to do anything that may cause the Hirer to be in breach of the Hirer's obligations under this Agreement.

- t) Prohibited Goods/Activities: During the Hire Period the Hirer must ensure that: (a) 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 Venue Owner 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.
- u) Temporary Structures: The Hirer shall not construct or erect any rigging, scaffolding or other temporary structure or suspend any object or thing from the ceiling of the Venue without obtaining the prior approval of the Ponsonby Community Centre. It shall be a condition of any such approval that such work be carried out by a suitably competent or qualified person.
- v) 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.
- i) Hirers are required to bring their own cleaning equipment and garbage bags for the rubbish.
  - ii) The Hirer must remove all rubbish at the end of the Event, and must leave all equipment and furnishings at PCC including the car parks and adjacent premises, in good, clean and tidy order. Additional charges will be incurred if rubbish is not removed off-site.
  - iii) All rubbish must be bagged and disposed of in accordance with Auckland Councils' waste minimisation policy.
- w) Security: The Hirer must secure the facility after the Event, where instructed by Ponsonby Community Centre.
- i) The Hirer must switch off all electrical appliances, lights, heaters and stoves and ensure that all windows and doors are secure.
  - ii) The Hirer must ensure that the alarm is set and activated (where applicable)
  - iii) The Hirer must return all 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 during the Financial Year.
  - iv) If you have problems securing the Facility, call First Security on 09 358 0253 and advise them of the situation. If you do not contact them and a security guard is dispatched, you will be charged for the guard callout.



### Cancellation of hire

- a) In the event that the Hirer terminates the Agreement, Ponsonby Community Centre will refund the hire fee as follows:
- i) Cancellation notice received more than 1 month prior to the date of Event – full refund.
  - ii) Within 30 days of the Event – 90% refund
  - iii) Within 14 days of the Event – 85% refund
  - iv) Within 7 days of the Event – 50% refund
- b) Ponsonby Community Centre Inc may terminate 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.
- c) Ponsonby Community Centre Inc 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.
- d) Ponsonby Community Centre Inc can, at its sole discretion, terminate the 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.
- e) Ponsonby Community Centre Inc 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:
- i) If any cheque tendered to Ponsonby Community Centre Inc in payment of any indebtedness of the Hirer under this Agreement is dishonoured upon presentment.
  - ii) if the Hirer fails to meet any obligation under this Agreement with Ponsonby Community Centre Inc.
  - iii) 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.
  - iv) if a receiver is appointed in respect of the assets of the Hirer.
  - v) if an arrangement with the Hirers creditors is made or is likely to be made.
- f) Upon cancellation of this Agreement, all indebtedness of the hirer to Ponsonby Community Centre Inc hereunder shall become immediately due and payable.

### Parking

- a) The Hirer shall ensure that no vehicle obstructs access in any way, or contravenes any restricted parking signs.
- b) Ponsonby Community Centre Inc cannot guarantee parking availability as it is situated on a residential street and has no off street parking area.

c) The Hirer is responsible for applying for and obtaining all parking permits and permissions for using Council outdoor areas.

#### Indoor sporting activities

- a) Ponsonby Community Centre is not purpose built for any indoor sporting activities.
- b) Hirers who use the Facility for such activities accept the facilities in their current configuration and condition.
- c) Appropriate white soled shoes must be worn for all sport activities inside the Facility. To prevent floor damage, tap dance groups must ensure the screws in their shoes are removed.

#### 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. Any damage to the building, art work, exhibits, furniture fitting, fixture or chattel within the Facility must be reported immediately to Ponsonby Community Centre Inc by calling 09 378 1752 or emailing [info@ponsonbycommunity.org.nz](mailto:info@ponsonbycommunity.org.nz)
- b) Furniture and equipment in the Facility are approximate numbers only and may vary. Ponsonby Community Centre Inc reserves the right to remove or replace furniture at each Facility as it deems necessary. If the Hirer requires additional furniture and equipment to what is available, then it is the Hirer's responsibility to organise.
- c) 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.
- d) Ponsonby Community Centre Inc reserves the right to remove and if not claimed, dispose of any equipment or furniture left in a Facility after the Hire Period.
- e) Ponsonby Community Centre Inc does not take responsibility for the loss or damage to any equipment, furniture or personal item left in the Community Facility.
- f) Furniture and equipment must be carried not dragged on the floor.
- g) 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 regulation and any electrical equipment found in a Facility that is not tagged, will be removed.

#### Storage hire – existing arrangement only

- a) Ponsonby Community Centre Inc reviews storage allocation and requirements on an annual basis and Hirers must apply to PCC for continued use each year.
- b) Ponsonby Community Centre Inc is not responsible for loss or damages to any item(s) stored at PCC or other facilities.

d) The storage areas inside a Facility must be used to store equipment that is only for indoor use. Storing outdoor equipment is not permitted.

e) Ponsonby Community Centre Inc reserves the right to cancel storage allocation where circumstances so warrant. This may include but is not limited to capital works taking place and in line with an annual review. A minimum of four weeks' notice will be provided to the Hirer.

In this Agreement, unless the context otherwise requires:

**Agreement** means the agreement between Ponsonby Community Centre Inc and the Hirer in regards to the Event and agreed Facility and includes these General Terms and Conditions, the application form and confirmation letter/email from Ponsonby Community Centre Inc.

**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 Inc 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.

**By signing this Agreement, I warrant and confirm that:**

**1. I have read and understood the outlined full Terms and Conditions of Venue Hire.**

**2. I am of legal age and have the delegated authority to sign this Agreement on behalf of (person(s)/ legal entity).**

**3. 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 [your organisation name] may immediately terminate this Agreement if the Hirer breaches any of the government rules or directives.**

**Name: Title/Designation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_