

## Terms and Conditions of Community Hall Hire (Updated 25<sup>th</sup> September 2024)

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

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## Bookings

- a. Applications will be treated in order of receipt.
- b. The Council reserves the right to decline an application for any booking.
- c. No booking shall be confirmed until the Hirer receives confirmation from the Council Booking Team that the booking is accepted, and the full payment is received.
- d. All cancellations made 7 days (one week) before the booking date will attract a fee of the full booking cost. A full payment, including bond (if applicable), is required at the time of the booking.
- e. Collection of access card/key for your booking must be collected the week prior to the booking, within Kapiti Coast District Council working hours. Failure to collect access card/key will result in payment still being processed, as well as a \$150 charge if an afterhours call is made to allow you to enter the hall
- f. If you wish to view the hall prior to the event, Council may require a \$25 deposit for the access card/key which must be returned to Council within 24 hours upon which the deposit will be returned.
- g. Kapiti Council Districts Plan specifies that after 10pm, noise must be less than 45 decibels. The council's contracted Noise Control Office may be called in if complaints of excessive noise are received from members of the Public. Numbers of patrons must adhere to the Maximum capacity for regulation as per the hall information sheet or the Kapiti Coast District Council website.
- h. If an access card or key is lost or damaged this will incur a \$50 fee.
- i. The Hirer is to include in their booking time any set-up, pack-up and cleaning time that may be required.
- j. The Hirer must enter and vacate the hall as per the time booked.
- k. The Hirer may only use the area booked.
- l. Access cards and/or keys must be returned within three days of use, failure to do so will result in a charge of \$50. Drop box lock at Kapiti Coast District Council Office to the left of the main doors.
- m. All bookings shall be subject to approval by the Property Booking Team and are required by law to be invoiced. Fees are payable on receipt of invoice and prior to event. Failure to make payment will result in the cancellation of the booking.
- n. All hall hirers must be 18 years of age or over. Adult supervision must be active at all times.

## Privacy

Your privacy is important to the Council. Our privacy policy is governed by the New Zealand Privacy Act 2020. It covers our collection, use, and disclosure of your personal information.

- a. Personal information provided to the council may be held, used and disclosed by the council for the following purposes:
  - to enable council to communicate with you regarding your booking.
  - to enable the Council to administer and maintain its records and carry out its required functions regarding community hall hire.
- b. The Council has a Privacy Officer whom you can contact if you have any concerns regarding privacy issues. You can also find the Council's Privacy Statement here: [Privacy statement - Kāpiti Coast District Council \(kapiticoast.govt.nz\)](#) For more detailed information about our obligations and your rights under the Privacy Act, you can refer to the Privacy Commissioner's website [Office of the Privacy Commissioner | Home](#) [Office of the Privacy Commissioner | Home](#)

### **Bond and fees**

- a. Fees are payable in advance to the Property Booking Team.
- b. A bond is required at the time of booking.
- c. Bond refunds will take approximately 7-10 working days to process after the hire has taken place and the access card and Bond form has been completed and returned to Property Team
- d. Any booking made more than six months ahead will be charged at the rate applying on the date of the function.
- e. Refund of bond shall only be made if all obligations contained in these Terms and Conditions remain fulfilled.
- f. Bonds are withheld based on the cost of the repair and/or clean and/or contractor costs as well as Council staff costs associated.
- g. If the associated costs exceed the bond Council can recover these costs from the Hirer.

### **Damage and Loss**

- a. The Hirer will be held solely responsible in respect to any claims arising, or loss, accident, injury, or damage to persons sustained in connection with this function.
- b. Any loss or damage to Council property, furniture, fittings, fixtures, appliances, and apparatus in or about the said premises will be charged to the Hirer.
- c. The Council is not responsible, and has no liability whatsoever, for any damage to or loss of any property that the Hirer brings onto or stores on the premises.
- d. No fixings are to be nailed, screwed, tacked, taped, or attached in any way to ceilings, walls, floors, furniture, or furnishings without prior permission. No writing, painting or disfigurement is to be applied to the furniture, walls, ceilings, or floors. No smoke machines or flammables.
- e. The Hirer must return all tables, seating, furnishings, or other property to their designated areas.
- f. If **extra cleaning** is required or the Community Hall or its contents have been damaged, any applicable **costs will be deducted from the bond**.
- g. **If any contractors/trades are called to fix any damage after hours, the Hirer is responsible for all charges, including the charge of the afterhours call incurred.**

### **Health and safety**

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

- l. In the event of a fire, hall hirers must follow the evacuation plan in place.
- m. If you are requested to carry out a trial evacuation during your hire, please ensure it is carried out as requested by the Fire Officer. This is a legal compliance requirement. The time taken is usually 5 to 10 minutes prior to your booking, as such, no discount is applicable.
- n. Animals/pets are not permitted inside Council Facilities
- o. Gang patches are not permitted to be worn or visible on or in Council Hall Facilities

### **Emergency/evacuation procedures**

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

### **Wardens on the day of hire**

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

- a. The Hirer is by default the Fire Warden, unless the Hirer appoints a Fire Warden for the event.
- b. Evacuate all users to the assembly point.
- c. Call 111 and notify the Fire Service that the alarms are sounding at the Community Hall
- d. Check that no one is left in the building.
- e. Complete a head count for the group – report anyone missing to the Senior Fire Service Officer.
- f. Ensure no person returns to the building until after the all-clear is given by the Fire Service.
- g. Liaise with the Senior Fire Service Officer and the Council's Booking Team on 04 296 4700.
- h. Where disabled persons are using the facility, the Warden must advise the Fire Officer.
- i. If the fire alarm was activated unnecessarily, **any fees associated with the attendance of the Fire Service will be the responsibility of the Hirer.**

### **Location of fire hoses/fire extinguishers/alarms switches**

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

### **Negative Behaviors**

Council does not condone any negative behaviors on or around any of the Council owned facilities. The following is not permitted on or around Council facilities:

- a. Smoking and vaping
- b. Vandalism
- c. Aggressive behavior
- d. Any criminal activity

Council reserves the right to cancel or permanently ban hall hirers who engage in negative or abusive behavior.

### **Permits and consents**

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

## Security

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

## Cleaning and rubbish

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

## Cancellations

The Council reserves the right to cancel or reallocate any bookings if the Hall is required for any purposes of a large event, urgent maintenance, national or civic nature. In those events your booking will be refunded in full. Alternatively, your booking can be rescheduled, or we can provide an alternative Council venue if one is available. Any cancellation needs to be put in writing 7 working days before your booking. Regular hirers need to cancel their bookings 30 days in advance. Council will not be held responsible for any other external costs related to your booking such as marketing or advertising costs.

## Building assistance register

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

## Storage

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

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

Storage fee charges will be implemented on 1 July 2024.

**Earthquake Prone Buildings**

If a building is found to be earthquake-prone, this doesn't necessarily mean it shouldn't be occupied. The Building Act provides a period of several years for strengthening work to be undertaken. While the risk of harm to people in or around an earthquake-prone building is greater than an equivalent new building, this doesn't typically require short-term action.

The following bookable halls are earthquake prone and have stickers noting this on the building:

- a. Waikanae Beach Hall
- b. Ōtaki Memorial Hall
- c. Mazengarb Sports Pavilion.

By accepting these terms and conditions you are accepting the risk associated with earthquake prone buildings.

**Bereavement Ceremonies**

Bereavement ceremonies are not permitted at Council Halls. Caskets and ashes are not allowed on-site. Memorial services are permitted.

For further information, please contact the booking office - [bookings@kapiticoast.govt.nz](mailto:bookings@kapiticoast.govt.nz)