



# Facility Hire Agreement



Thank you for choosing to book in at a Tauranga City Council facility managed by Tauranga Leisure Ltd. Please fill out the section below and post back or return this form to the nearest Tauranga Leisure office.

Name of Group: \_\_\_\_\_ Today's Date: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Position \_\_\_\_\_ DOB \_\_\_\_\_  
(first name, surname) (secretary/club captain/etc) (birth year optional)  
 Contact Address: \_\_\_\_\_  
 Contact Phone: (day) \_\_\_\_\_ (evening) \_\_\_\_\_ (mob) \_\_\_\_\_  
 Contact Email: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Bond Refunds: Preferred Method of Return: Cheque posted  or Direct Credit   
 Bank Acc Details (where applicable) \_\_\_\_\_  
 Name on Refund Cheque (where applicable) \_\_\_\_\_

Facility Hired	Day of Week	Start Date	End Date	Start Time	End Time	Purpose	Yth - 18<	Adult	Est # Attend
							Pen - 65>		
							Please indicate		
<b>Please ensure times requested include set-up and pack down and allow for user groups to leave the facility in a satisfactory condition</b> Bookings exceeding the space above can be provided on a separate schedule and attached									
Please Invoice (applicable if amount is over \$50 each month and a bond has been paid)						Purchase Order No.			
<b>Special Requirements:</b> ie excluding Public Holidays / School Holidays, Equipment & Staffing Requirement, etc									

I \_\_\_\_\_ (full name) consent to the collection of the details above by Tauranga Leisure, for the purpose of administration and programming. I acknowledge my right to have access to this information. This consent is given in accordance with the Privacy Act 1993. Furthermore I declare that the information here is true and correct.  
 I agree to abide by the facility's terms and conditions of hire as listed on the back of this agreement, including making myself aware of the potential hazards that may arise in the facility/ies, and have signed the back to say I have read and understood the information. I acknowledge that failure to follow these conditions will result in the cancellation of my booking without refund.

Signed: \_\_\_\_\_ (on behalf of the hirer) Date: \_\_\_\_\_

Terms & Conditions Read and Signed on the back

**PLEASE NOTE:** Your booking is only confirmed once payment is received. Until this time we cannot guarantee your hire.

**Office Use Only**

**Bond Payments & Returns**

Bond Payment Received Amount \_\_\_\_\_ Date \_\_\_\_\_ on what Booking ID number \_\_\_\_\_

Bond Payment Refunded Amount \_\_\_\_\_ Date request sent to CLM Support Office \_\_\_\_\_

## Terms & Conditions of Hire

### General

- All groups must have a nominated point of contact, who is responsible for the group (and the premises, if hired after hours) for the duration of the hire.
- Booking times **must include set up / break down** and allow for user groups to leave the facility in a satisfactory condition.
- All equipment utilised during the period of hire must be returned to the correct position at the end of the hire period.
- All facility rules are in effect throughout the hire.
- Adult supervisors (age 16+) are required for children and youth groups. The minimum requirement is 1 adult for every 10 children.
- Children under the age of 8 must have adults actively supervising them at all times. Minimum requirement for under 5's is 1 adult actively supervising 4 children.
- Facility personnel reserve the right to determine unacceptable behavior of individual(s) while on the premises, with this right being to cancel a booking or request an offender to leave. **NO REFUND WILL BE GIVEN.**
- Hirers shall agree to hold the facility fully harmless and indemnify it against any and all suits, damages, claims, causes or actions which may arise out of use of the above described property.
- The manager or their nominee will have right of entry at all times.
- Parking on grass areas is prohibited.
- No vehicles/machinery allowed onto the sports floor of any Tauranga City Council indoor recreation facility other than the Mount Action Centre.
- The manager at their discretion may refuse any application of hire, waiver specific conditions, or cancel any booking without assigning any reason.
- Regular users may be asked to shift their booking times to allow better optimisation of space, and/or their preferred room/venue to accommodate bookings that are deemed by management to necessitate the move eg events.

### Hire Fees & Bond

- Bond payments are required for all one-off, event or regular users who are invoiced monthly. The bond payment will vary between \$500 - \$1,000 for events, \$200 - \$500 for one-off bookings, and \$200 for regular users. Bond payments for casual small bookings are normally waived. Management has full discretion as the amount of bond required.
- A non-refundable deposit amounting to 25% of the hire fee is required to secure event bookings. This should be paid once we have confirmed your event. Your booking will remain tentative only, until such time as the deposit is paid.
- For events, the balance of the hire charge and bond must be paid in full seven days prior to the hire date, if not sooner, or as agreed with management.
- Regular hirers spending over \$50 a month can request to be invoiced on a monthly basis on the proviso a bond is paid and invoice payments are kept up to date – payment received by the 20<sup>th</sup> of the following month. Failure to keep accounts up to date will result in further bookings to be paid in advance.
- Where a booking falls outside of our normal staffing hours in the facilities that are staffed, a fee of \$20.00 an hour will apply in addition to the hire charge. Staffed facilities are closed during Public Holidays unless prior arrangements are confirmed; a fee of \$40.00 an hour will apply in addition to the hire charge for a staff member to be on site.
- The hirer is liable for all damages that occur to the property and facility equipment as a result of the hiring groups actions.
- If a bond is paid, this will be refunded in full within ten working days following the date of hire, if the following criteria is met:
  - No damage to property or equipment
  - All areas left in a clean and tidy state
  - Security conditions are met.
- Payments not received by the due date maybe referred to a debt collection agency. The hirer will be liable for all associated fees and any other costs associated with this debt collection.

### Compliance

- Catering and alcohol services must be negotiated with management. Facility vending machines must not be removed or covered.
- The sale of food, including fundraising, requires a Food License which can be obtained directly from Tauranga City Council. Please allow a minimum of five working days prior to booking for the license application to be processed.
- The sale or consumption of alcohol in any of the facilities, except the Papamoa Sport & Recreation Centre, requires a Special Liquor License which can be obtained directly from Tauranga City Council. Please allow a minimum of twenty working days prior to booking for the license application to be processed. To obtain a Special Liquor License, special conditions may apply including the provision of a registered security guard and/or a person with a current Bar Manager's License.
- Acquiring any necessary licenses or certificates (e.g. Liquor Licenses) will be the responsibility of the hirer. Applications are available from the facility on request.
- The hirer must ensure that noise levels do not exceed limits as per Tauranga City Council's District Plan (45DBA). However, in the event the noise is deemed a "nuisance" and Council receives two or more complaints from the public, a visit from an Enforcement Officer may result in an infringement. If the "nuisance" persists, Enforcement Officers have the right to confiscate sound equipment. Hire fees will not be refunded if the booking can not proceed due to a noise complaint.

### Cancellations

- The facility must be given at least 30 days notice of cancellation. Written notice must follow oral notification. Should the notice of cancellation be less than 30 days prior to the date of reservation or should the group fail to occupy the premises at the specified time, all fees paid to the Tauranga Leisure facility will be forfeited as liquidated damages.
- Cancellations of tournament/event bookings require 60 days notice. Deposits are non-refundable.
- Every effort will be made by the facility to avoid canceling any confirmed reservation. However, in the event of an emergency, beyond the control of the facility, a confirmed reservation may be cancelled. Should an event be cancelled for this reason, it will be rescheduled at a convenient time for the group and the facility. If rescheduling cannot be done, a full refund will be given.

### Security

- All hirers making bookings outside of business hours will be responsible for the security of the building. The hirer will have access to alarm codes (where applicable) and property keys. All alarm codes and property keys will be given out prior to the booking (where necessary). Keys and alarm codes must remain with the nominated point of contact and kept secure at all times. In the event keys are lost or stolen, management must be notified immediately and any cost incurred for replacing the key and/or locks will be charged to the Hirer.
- Where deemed necessary, the hirer will be required to provide security services for crowd control purposes.
- Hirers shall enter on the times and only those areas within the facility stated on the hire application form. If a hirer causes alarm activation, that hirer will be charged an additional \$100 to cover security guard callouts.
- Any charges incurred due to activation of fire alarms will be paid by the hirer, if the activation is found to be a false activation.

### Health & Safety

- The nominated point of contact who is responsible for the group must familiarise themselves with the relevant Potential Hazards for Users for each facility that is accessed. The forementioned person is also required to take all practical steps to ensure their safety and well-being, and that of anyone else in their group, while accessing our facilities.
- When a facility staff member is not present, it is the hirer's responsibility to ensure a Fire Warden and/or Floor Supervisor is appointed. These people must be familiar with and abide by the specific health and safety requirements of the facility including the evacuation plan, and be competent to action if the need arises. Management will inform hirer's as to the required number of Fire Wardens required.
- All exit ways must be kept clear and visible at all times.

### Cleaning and Maintenance

- No smoking in the facility.
- Strictly no chewing gum allowed.
- Consumption of food and drink is limited to designated areas only.
- Only appropriate sports or casual shoes are allowed on stadium court areas. **Stiletto damage stadium floors** and must not be worn accordingly.
- Cleaning equipment will be made available to all hire groups and the spaces hired must be left in good condition.
- Any additional cleaning performed by centre staff or contractors to get the facility back to a satisfactory condition may incur an additional charge.
- After use, and before vacating the premises, the hirer must clean, remove food and personal items and place all trash in provided containers. Rubbish exceeding container space must be removed from the premises by the hirer.
- Any damage to the building or the assets of the facility will result in the replacement or repair of the damaged property at the hirers cost.

Signature \_\_\_\_\_ Print Your Name \_\_\_\_\_ Dated \_\_\_\_\_

## Potential Hazard Identification for Users

<b>Identified Hazard</b>	<b>Potential Harm</b>	<b>Controls Proposed</b>
Slip on spillages on centre floors	Sprain, broken bones	Staff to check and monitor the floor area's of each room before user groups commence activities  Staff to ensure any spillages or residue is cleaned up and signage to be used to indicate to the public if the floor is wet
Patron trips on mat, or cord across floor	Scrapes, bruises, broken bones	Have carpet ends taped down, and cords covered
Front entrance way and concrete areas in facility can get wet and slippery during wet weather, patron may slip and fall	Broken bones, concussion	During wet weather staff and/or user group rep to monitor if floors are becoming slippery and place out wet floor signs  If necessary, mop up or try to dry floors
Failure of equipment or unsafe use of equipment	Incident relating to the failure of equipment eg. burns from malfunctioning zip, electrical shock from sound equipment	Staff to ensure equipment is being used according to manufacturer guidelines  Users briefed on correct use of the equipment and monitored to ensure correct techniques are applied  Faulty equipment is isolated for repair or replacement  Regular checks and maintenance are completed by staff
Air conditioning equipment failure	User discomfort, heat exhaustion, dehydration	Regular servicing to ensure risk of failure is minimal  Contractors identified and able to attend to any breakdowns as soon as possible  Staff to monitor systems to enable swift response in case of failure
User not strong enough to lift tables/chair stacks	Back strains/sprains, foot injury, bruises, bumps, scrapes	Staff to ensure users are aware of weight of tables/chairs  Users are informed of correct manner of lifting tables/chairs and made aware of locations of trolleys to assist in lifting tables/chairs  Staff to suggest to weaker/older user groups to use lighter plastic tables
Stack of chairs topples over	Bruises, scrapes, head injury, broken bones, concussion	Chairs to be stacked no higher than 10 each stack  Users informed of correct way of moving chairs using chair trolleys  Signage in storeroom and on chair trolley explaining correct use