



## “CONDITIONS OF HIRE FOR THE RODNEY GREEN CENTENNIAL EVENT CENTRE, THE CHAPMAN PAVILION PETTIGREW LOUNGE 1, THE CHAPMAN PAVILION CORPORATE LOUNGE 2, THE GRAEME LOWE STAND CORPORATE LOUNGE 1, THE GRAEME LOWE STAND CORPORATE LOUNGE 2, AND ANCILLARY FACILITIES”

The Napier City Council will hire the Rodney Green Centennial Event Centre, the Chapman Pavilion Pettigrew Lounge 1, the Chapman Pavilion Corporate Lounge 2, the Graeme Lowe Stand Corporate Lounge 1, the Graeme Lowe Stand Corporate Lounge 2, and ancillary facilities [THE FACILITIES], subject to the following conditions:

### 1.0 ADMINISTRATION

Napier City Council [THE COUNCIL] administers THE FACILITIES. For contact details see 2.1 below.

All instructions given to the hirer by THE COUNCIL shall be complied with promptly and all officials of the organisation hiring the premises shall assist in seeing that such instructions are carried out.

### 2.0 BOOKING PROCEDURE

2.1 Applications for the hire of THE FACILITIES shall be made by completing and returning the “Event Booking Form” (see attached), to the following address:

**Works Asset Department  
Napier City Council  
Private Bag 6010  
Napier 4142**

**Attention: The Booking Clerk**

2.2 Every person applying to hire THE FACILITIES must at the time of making initial application provide a permanent address to which communications may be sent. If any communications from THE COUNCIL cannot be delivered to the hirer owing to lack of notification of any change of address, THE COUNCIL will be free to cancel any booking and hire the facility to another applicant.

2.3 A booking for THE FACILITIES may be pencilled in for not more than 21 days, after which the booking must be confirmed (by payment of the necessary deposit and performance bond); otherwise, THE COUNCIL shall be free to book another applicant without notice.

2.4 If, during the above period of 21 days, another group makes a conflicting application to book THE FACILITIES, THE COUNCIL will contact the initial applicant by telephone and advise they have 48 hours to confirm their booking by payment of the deposit and performance bond. If, after 48 hours, THE COUNCIL has not received the specified deposit and performance bond, THE COUNCIL may cancel the booking in favour of the alternative

- applicant. THE COUNCIL shall not be responsible for any loss incurred as a result.
- 2.5 A booking will be deemed confirmed on payment of the necessary deposit and performance bond.
- 2.6 The performance bond will be refunded upon receipt of final payment of the venue hire fee, if no damage or extra cleaning is required as a result of the hire to which it relates. In the event that repairs or undue cleaning is required, the performance bond will be forfeited in whole or in part at the discretion of THE COUNCIL. Should damage or extra cleaning exceed the value of the performance bond, the additional cost will be charged to the user in addition to THE COUNCIL keeping the performance bond. If the venue hire fee is not paid by the due date, THE COUNCIL will keep the performance bond in lieu of all or part of the venue hire fee, and will issue a new invoice or credit to the hirer for the difference between the value of the performance bond and the venue hire fee.
- 2.7 Hire charges are to be paid in full by the 20<sup>th</sup> day of the following month. Failure to pay all charges may result in forfeiture of bookings and unavailability of THE FACILITIES for future bookings, until such time as the hire charges are paid. THE COUNCIL shall not be responsible for any loss as a result.
- 2.8 Hire charges are subject to change. Bookings are accepted without prejudice to future price changes and rates applying at the date of use will be payable.
- 2.9 THE COUNCIL reserves the right at all times to use THE FACILITIES and its surroundings on any day for any public or civic function (refer to cancellation 3.2).
- 2.10 THE COUNCIL reserves the right to refuse any booking for whatever reason it may determine.

### **3.0 CANCELLATIONS**

- 3.1 30 days notice in writing to THE COUNCIL is required for all cancellations, to ensure return of the booking deposit. If less than 7 days written notice of cancellation is provided by the applicant to THE COUNCIL, full payment of the hire charge may be required.
- 3.2 The COUNCIL reserves the right to cancel any booking and will refund to the hirer any monies previously paid to THE COUNCIL in relation to the booking. THE COUNCIL will communicate the cancellation to the hirer at the earliest opportunity with reasons for the cancellation.
- 3.3 THE COUNCIL shall not be held responsible for any losses to any party arising in the event of any cancellation.

#### **4.0 KEYS**

- 4.1 Keys and / or swipe cards (if appropriate) will only be issued once a booking has been confirmed and no more than two working days before the event booking.
- 4.2 The decision whether to issue keys and / or swipe cards is wholly the decision of THE COUNCIL. If THE COUNCIL incurs costs for providing access to THE FACILITIES, it may on-charge these costs to the hirer.
- 4.3 Hirers are responsible for returning any keys and / or swipe cards they are allocated, as directed by THE COUNCIL at the time of issue.
- 4.4 Any lost or damaged key, swipe card, or lock must be notified immediately to THE COUNCIL, and any costs incurred for replacing or repairing keys, swipe cards or locks may be deducted from the hirer's performance bond.

#### **5.0 DAMAGE TO PROPERTY**

- 5.1 THE COUNCIL will not in any way be responsible for any damage or loss of any property whatsoever placed within THE FACILITIES or surrounds by the hirer or by patrons.
- 5.2 The hirer will be held responsible for any loss or damage to THE COUNCIL's property by them, their invitees, or any others present within the hired facilities during the booking period, and will be required to pay the cost of any necessary replacements and / or repairs.
- 5.3 THE COUNCIL will not be responsible for any loss to the hirer through accident or failure of services provided by other suppliers, by earthquake, or any other unavoidable cause.
- 5.4 The use of nails, tacks, screws, adhesive tapes, extra line markings, or any such fasteners shall be strictly prohibited within or outside THE FACILITIES, except with the prior written consent of THE COUNCIL. Before the completion of hire, all such nails, tacks, screws, adhesive tapes, extra line markings, or any such fasteners shall be removed from THE FACILITIES and surrounding area.
- 5.5 No plant, equipment or materials may be brought into THE FACILITIES or surrounding area without the prior written consent of THE COUNCIL. Before the completion of hire, all such plant, equipment and materials shall be removed from THE FACILITIES and surrounding area.
- 5.6 Any electrical equipment brought into THE FACILITIES or surrounding area by the hirer must be safe, tested and carry all necessary current certification.

#### **6.0 USE OF THE FACILITIES**

- 6.1 The hirer will be responsible for the proper control of spectators, competitors and officials throughout THE FACILITIES and surrounding area.

- 6.2 Hirers will be responsible for picking up their rubbish and placing it in the skip and / or bins provided, and mopping up any spillage. Any extra cleaning costs resulting from a hirer failing to leave THE FACILITIES in a tidy condition will be charged to the hirer accordingly.
- 6.3 All sports and other organisations hiring THE FACILITIES shall provide their own equipment, other than that already provided.
- 6.4 Any storage of plant, equipment or materials must have prior written agreement of THE COUNCIL.
- 6.5 Only non-marking footwear is permitted to be worn by sports organisations using the Rodney Green Centennial Event Centre. For activities other than sport, it is the responsibility of the hirer to mitigate any damage to the floor of the Rodney Green Centennial Event Centre.
- 6.6 THE COUNCIL's Custodian will be present at the Rodney Green Centennial Event Centre during the hours of 7.30am and 4.30pm weekdays. Outside these hours (where keys or swipe cards are not provided) access to THE FACILITIES is controlled by staff of THE COUNCIL on a call-out basis. THE COUNCIL reserves the right to on-charge call-out costs to the hirer.
- 6.7 Normal hours of hire of THE FACILITIES are between 8.00am and 11pm. Hire outside these times will be considered by THE COUNCIL on a case by case basis.
- 6.8 Should the hirer wish to provide seats or tables within the Rodney Green Centennial Event Centre, it will be necessary to ensure that all such furniture has adequate protection to ensure it does not damage the floor.
- 6.9 Doors must be closed **but not locked** for events generating substantially greater noise than the customary background levels expected in the area.
- 6.10 Noise levels outside THE FACILITIES must not exceed the levels specified in the District Plan.
- 6.11 Any complaints / action taken as a result of noise will be the responsibility of the hirer at the time of the complaint.
- 6.12 The hirer shall allow and facilitate unimpeded access to enable THE COUNCIL, its technical services, and any emergency or regulatory service organisations to implement their various responsibilities at all times during the booking period.
- 6.13 The hirer shall not sell any television or other rights or accept rents or royalties on any activities within THE FACILITIES without first having entered into a written agreement with THE COUNCIL to do so and on such terms and conditions as may be agreed by THE COUNCIL.
- 6.14 Hirers are responsible for shutting windows, turning off all lights and securing THE FACILITIES. Any costs incurred by THE COUNCIL as a result of THE FACILITIES not being secured properly will be passed on to the hirer, excepting where THE COUNCIL has agreed in writing in advance to undertake such services.

## **7.0 ALCOHOL, FOOD AND MERCHANDISE**

- 7.1 Any hirer intending to provide alcoholic beverages shall first obtain the appropriate liquor license.
- 7.2 Any hirer intending to provide food and / or merchandise and / or beverages will be required to obtain prior written permission from THE COUNCIL.

## **8.0 SMOKING**

- 8.1 Smoking in THE FACILITIES is prohibited.

## **9.0 FACILITIES CAPACITY AND EVACUATION PROCEDURE**

- 9.1 The hirer must agree to all evacuation procedure requirements prior to the booking date, and comply with all requirements contained in the relevant **EVACUATION SCHEME(S)**, which are attached to these terms and conditions.
- 9.2 The hirer shall ensure that admission to THE FACILITIES is not granted to persons in excess of the authorised capacities as specified in the relevant **EVACUATION SCHEME(S)**.
- 9.3 The hirer shall ensure that all exits from THE FACILITIES remain unobstructed at all times.
- 9.4 Evacuation procedure regulations must be complied with. Any breach may result in THE COUNCIL or the New Zealand Fire Service closing the event.

## **10.0 SUBLETTING**

- 10.1 The hirer shall not sublet any part of the facilities, without prior written agreement of THE COUNCIL.

## **11.0 ADVERTISING**

- 11.1 All advertising for events must include contact person details for the event and where tickets or passes can be obtained.
- 11.2 All advertising must feature the correct name of the venue:
- Rodney Green Centennial Event Centre, and / or
  - Chapman Pavilion Pettigrew Lounge 1, and / or
  - Chapman Pavilion Corporate Lounge 2, and / or
  - Graeme Lowe Stand Corporate Lounge 1, and / or
  - Graeme Lowe Stand Corporate Lounge 2

## **12.0 MANAGER**

- 12.1 THE COUNCIL'S Custodian shall have full charge of THE FACILITIES in the building, and the Custodian's requests to the hirer with regard to handling, treatment, removal or replacing of such property shall be complied with fully.

### 13.0 TELEPHONE

13.1 A telephone has been provided in the foyer of the Rodney Green Centennial Event Centre for **EMERGENCIES** only.

13.2 The hirer shall ensure that the telephone is not to be abused, and used only for emergency purposes.

### 14.0 HEALTH AND SAFETY REGULATIONS

14.1 The hirer will be responsible for ensuring that the following Health and Safety Regulations are adhered to by all those in the building at the time of hire.

- That the fire hoses are for emergencies and should not be interfered with.
- That all emergency exits are kept clear of obstacles at all times.
- That exit doors are not locked, barred or blocked so as to prevent occupants from leaving the building, when the building is occupied.
- That smoke control and fire stop doors are not kept open by methods other than the hold open devices that comply with the building code.
- The doorways and passageways, which are designed specifically for means of escape from fire, are to be kept clear at all times.

14.2 The hirer will be responsible for appointing a person or persons to be the Senior Floor Attendant and Floor Attendants and ensure that the appointed persons are trained and competent in their responsibilities in these roles, including their responsibilities under the relevant **EVACUATION SCHEME(S)**, and:

- The location and use of the fire alarm;
- The location and use of the fire fighting equipment;
- The management and means of escape; and
- How to implement the Evacuation Plan.

### 15.0 PEOPLE WITH DISABILITIES

15.1 Any hirer with individuals with disabilities will complete the relevant section of the relevant **EVACUATION SCHEME(S)** for disabled persons, on every visit to THE FACILITIES, as required by Fire and Safety Regulations.

15.2 Such hirers requiring the use of the lifts for people with disabilities in their group, will ensure the lifts are only used by those who need to use them.

15.3 The hirer will be responsible for ensuring lift users know how to operate the lift in case of emergency.

## **16.0 PUBLIC LIABILITY INSURANCE**

16.1 The hirer is required to take out a Public Liability Insurance Policy with an approved company in the hirer's name and the venue's name for a sum of \$5,000,000 for the Hire Period. The hirer must provide written proof of the policy and its contents at least seven days before the Hire Period commences.

16.2 Should the hirer wish the Council's insurer to provide insurance cover for the Hire Period this can be arranged through the Council's booking clerk.