



WHANGANUI WAR MEMORIAL CENTRE

WHANGANUI WAR MEMORIAL CENTRE TERMS AND CONDITIONS OF HIRE CONTRACT

Name of Hirer ('the Hirer'): _____

Address: _____

Contact Phone No: _____

E Mail _____

TERMS AND CONDITIONS OF HIRE CONTRACT

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GENERAL

- The Whanganui War Memorial Centre (“the WWMC”) is located on Watt Street, Whanganui.

Common Area

- The Hirer acknowledges that the WWMC foyers, forecourt and toilets are shared with other persons using the WWMC (“the common area”).

Kitchen

- The kitchen cannot be hired as a “stand alone” area
- The sole use of the common area requires the Hirer to hire the whole WWMC.

Parking

- The Hirer shall ensure that the Hirer and its guests shall park appropriately within the forecourt and around the WWMC.

Subletting

- Subletting of rooms, or part thereof, or WWMC equipment is only permitted with the written permission of the Manager and may be subject to an additional charge.

Annual Price Review

- An annual price review takes place on 1 July of each year. However, once a deposit has been paid against the Hire Invoice no revision to the invoice will occur unless the terms of the Hire Agreement are altered by the Hirer.

Reduction of Waste

- The WWMC has an objective of 'zero waste'; accordingly it supports the recycling and reuse of materials and minimising waste in general. The Hirer is encouraged to adopt this aspirational objective by minimising the waste that may be produced by its event. The WWMC will provide receptacles for the recycling of glass. Other recycling options can be discussed with staff.

Alcohol Licences

- It is the responsibility of the Hirer to satisfy the WWMC Manager in respect of licences under the Sale and Supply of Alcohol Act 2012. This includes a full floor plan for all areas in use and the RISK MANAGEMENT ASSESSMENT PLAN and an appropriate level of licensed security staffing before the WWMC will agree to a liquor licence being issued. Failure to comply with this requirement may result in the booking being cancelled. Under such cancellation there will be no refund of the deposit.

Smoke Free Venue

- The Hirer agrees to strictly enforce WWMC status as a smoke free venue. Smoking in the Venue is prohibited at all times.



DEFINITIONS

“Booking Application” means the schedule of requirements created when a booking is requested;

“Council” means the Wanganui District Council;

“Hirer” “You” and “I” means the individual or organisation making application to hire the Venue and includes Hirer’s Representative, employees, contractors, or agents;

“Contract” means the Terms and Conditions of Hire and includes the Application and any attached appendices;

“Venue” means the Whanganui War Memorial Centre and includes the “Venue Areas” specified in the Application;

“Safe”

(a) In relation to a person, means not exposed to any hazards; and

(b) In every other case, means free from hazards;

and **unsafe** and **safety** have corresponding meanings

“WWMC” means the Whanganui War Memorial Centre

“Manager” means Council’s representative who manages the day to day operation of WWMC;

“Working Hours” means 8am to 5.00pm, Monday to Friday inclusive (excluding public holidays).

1. HIRE CONTRACT

1.1. The Manager, at his/her sole discretion, has the right to:

1.1.1. Refuse a booking application; and

1.1.2. Accept a tentative booking application subject to compliance with **clause 2.2**.

1.2. The Hirer must return the signed and dated Contract (“the completed Contract”) to the Manager within 10 days of the Contract being issued by the Manager.

1.3. A booking application becomes a provisional booking when the completed Contract is received by the Manager.

1.4. If the Contract is not received within the 10 day period the Manager **may** cancel the booking application without contacting the applicant, but will endeavour to contact the Hirer before cancelling the booking application.

2. CHARGES, DEPOSITS, CANCELLATION, PENALTY, AND PAYMENTS

2.1 The Venue hire charges are set out in the attached booking application form.

2.2 The Manager, at his/her sole discretion, may request full payment of the Hire Invoice before providing booking confirmation.

- 2.3 Full payment of the Hire Invoice is required within **10 days** of the Hire Invoice being issued.
- 2.4 For a booking made less than **42 days** prior to the event start date full payment of the Hire Invoice is required within **7 days**.
- 2.5 On receipt of payment of the Hire Invoice the Manager will move the provisional booking to booking confirmation.
- 2.6 The Manager, at his/her sole discretion, **may** cancel the booking if the Hire Invoice is not paid within the prescribed time; but will endeavour to contact the Hirer before cancelling the booking.
- 2.7 If the Hirer, after signing the Contract, cancels the Contract the Hirer will forfeit all payments made by the Hirer.

3. OTHER CHARGES

- 3.1. The Hirer will be subject to additional charges for the following:

- 3.1.1. Audio-visual or other equipment or services provided by the Manager;
- 3.1.2. Costs incurred by WWMC for special parking requirements;
- 3.1.3. Where extra staffing, cleaning, rubbish removal, repairs or re-instatement of the Venue is required following the use of the Venue by the Hirer;
- 3.1.4. Damage to the WWMC or its contents or items removed from the WWMC;
- 3.1.5. Prior access to the Venue, outside normal working hours.

4. TERMS OF TRADE

- 4.1 The standard Whanganui District Council Terms of Trade apply:

<http://www.wanganui.govt.nz/publications/WDCTermsOfCredit.pdf>

5. DUTIES OF THE HIRER

- 5.1 The Venue must be under the control of the Hirer at all times during the hire period;
- 5.2 The Hirer or their representative **must not** be under the influence of alcohol or drugs during the period of Hire;
- 5.3 The Hirer must supply the name of the person(s) who has authority to direct the Hirer's employees, contractors, sub hirers, exhibitors or other invitees using the Venue during the hire period ("the Hirer's Representative").
- 5.4 The Hirer must ensure the safety of:
- 5.4.1 Members of the public, or other people lawfully visiting the Venue;
 - 5.4.2 The Hirer's Representative; and
 - 5.4.3 The staff and contractors of the WWMC.

- 5.5 The Hirer or Hirer's Representative must be on duty at the Venue at all times during the Hire Period.
- 5.6 The Hirer is required to notify the Manager, as soon as possible, of any change in Hirer's Representative.
- 5.7 The Hirer's Representative must register with the Manager on arrival and departure from the WWMC.

6. WWMC REPRESENTATIVE

- 6.1 The Manager will provide the Hirer, with the name of the WWMC representative ("the WWMC Representative")

7. ACCESS TO VENUE

- 7.1 The Hirer is permitted to use the Venue as detailed in the booking application form;
- 7.2 The Hirer shall vacate the Venue by the end of the Hire Period as stated in the Contract;
- 7.3 If the Hirer does not vacate the Venue at the end of the Hire Period, and has not been granted a written extension to the Hire Period a penalty of up to \$1000 and/or double the hourly rate will apply;
- 7.4 Prior access to the Venue, outside of working hours, is only permitted with the consent of the Manager and is subject to an additional charge as specified;
- 7.5 The Manager shall, for the purpose of inspection, have access to all parts of the WWMC at all times during the Hire Period;
- 7.6 The WWMC is a multipurpose venue therefore consideration must be given to other events within the Venue.

8. HEALTH AND SAFETY

- 8.1 The Manager will inform the Hirer of unsafe conditions or activities in the Venue and will request the Hirer to take immediate action to make the unsafe area(s) safe.
- 8.2 If the Hirer actions are not adequate or not taken in a timely manner the Manager will, at the Hirer's expense, take whatever action considered necessary to make the unsafe area safe.
- 8.3 The Hirer must comply with the terms of the Contract and any additional instructions given by the Manager during the Hire Period to ensure the safety of all persons within the Venue.
- 8.4 The WWMC shall determine the need for licensed security staff during events, hirers can supply their own security but they must have a "Certificate of Incorporation" security and have public liability insurance
- 8.5 The WWMC shall, at the discretion of the Venue Manager, engage parking wardens, the cost being passed on to the hirer.

9. INTOXICATION, ENJOYMENT, RISK, LOSS AND DAMAGE

- 9.1. The Hirer and the guests of the Hirer must comply with the Sale and Supply of Alcohol Act 2012.
- 9.2. The Manager shall require any person to leave the Venue or terminate the function if, in the Manager's opinion the person:
 - 9.2.1. is intoxicated; or
 - 9.2.2. behaving in a manner which impedes or adversely affects the enjoyment of other people in the WWMC; or
 - 9.2.3. behaving in a manner which puts other people attending the WWMC at risk; or
 - 9.2.4. has caused loss or damage or increases the likelihood of the risk of loss or damage to the WWMC or any other property; or
 - 9.2.5. Breaches any term of this hire agreement or any legislation or regulation.
- 9.3. The Hirer agrees to indemnify the WWMC for any loss or damage suffered by the WWMC or for any action taken by the Manager under this clause.

10. EMERGENCY PROCEDURE, FIRE WARDENS AND SAFETY COMPLIANCE

- 10.1. A written copy of the WWMC Emergency Procedures shall be provided to the Hirer before the hire period commences.
- 10.2. The Manager will instruct the Hirer in respect of the Emergency Procedure prior to the event commencing.
- 10.3. It is the Hirer's responsibility to make available to all its Representative, employees, contractors, sub hirers, exhibitors or invitees using the Venue, copies of the Emergency Procedures.
- 10.4. If an emergency occurs during the hire period, the WWMC Emergency Procedure takes priority over other arrangements.
- 10.5. The Hirer shall provide 1 Fire Warden per 100 guests, 2 Fire Wardens per 300 guests, 3 Fire Wardens per 600 guests, and 4 Fire Wardens over 600 guests.
- 10.6. The WWMC shall provide a Building Officer who will be on duty during the hirer period.
- 10.7. The Hirer must ensure all practical steps are taken during the course of the hire period to ensure compliance with the requirements of the Health and Safety in Employment Act 1992.
- 10.8. The Hirer is required to submit a risk assessment/management plan, this must be signed off by the hirer and the WWMC representative before the start of the event.

- 10.9. The Hirer must comply with the provisions of all statutes, regulations and by-laws as they relate to the use, occupation, fire prevention, safety and security of the WWMC in particular not exceeding the designated room capacity as provided by the Venue Manager.

The use of potential hazards such as candles, smoke machines, dry ice machines, helium balloons, or explosive devices as outlined in the "Guide to Safe Working Practices"

<http://www.legislation.govt.nz/act/public/2015/0070/latest/DLM5976660.html>

- 10.10.) is prohibited without the written approval of the Manager. Any application must be made to the Manager not less than ten (10) clear working days prior to commencement of the hire period.
- 10.11. The Hirer may, in writing and not less than seven (7) clear working days prior to the commencement of the hire period, request the Manager to deactivate the smoke beams during an event to accommodate activities in 11.9.
- 10.12. If granted by the Manager the deactivation of the smoke beams will be at the Hirer's expense.
- 10.13. All electrical equipment used by the Hirer must comply with electrical standards NZS3760-2010.
- 10.14. Council will monitor, at its discretion, sound levels at the Venue using the Department of Labour's, Health and Safety sliding table for noise exposure for unprotected ears.
- 10.15. The Hirer agrees to reduce sound levels if directed by an Enforcement Officer of the Council.

11. PUBLIC LIABILITY INSURANCE

- 12.1. Commercial Hirer's are required to have an appropriate level of public liability insurance, with an approved company, for the duration of the event.
- 12.2. The Hirer must provide a written copy of the public liability insurance policy prior to the commencement of the hire period.

12. LIABILITY FOR DAMAGE

- 12.1. The Hirer is responsible for any damage to the WWMC during the Hire Period whether caused by them or by person(s) attending their event.
- 12.2. The following activities are **NOT** permitted:
- 12.2.1. Driving of nails, tacks, screws or pins into walls, furnishings, floors or the stage floor area(s);
- 12.2.2. Writing, decorating, attaching of posters or disfigurement of any kind to any wall, floors or ceiling surfaces by any means;

- 12.2.3. Using cello-tape or Velcro dots on doors, floors, Partitions or walls.
- 12.3. The Hirer must protect all floors, walls and doors during the setup, installation and removal of all displays, exhibits and equipment etc. Only low tack tape is permitted on the floors.
- 12.4. The Hirer is responsible for ensuring that it's Representative, employees, contractors, sub hirers and exhibitors are aware of 13.2.1, 13.2.2 and 13.2.3.
- 12.5. The Hirer may, with prior arrangement with the Manager and immediately prior to the commencement of the Hire Period and accompanied by the Manager, inspect the Venue and list any existing damage.
- 12.6. The Hirer acknowledges that the Manager will, at the end of the Hire Period, undertake an "after hire" inspection of the Venue on following working day. The Hirer may with prior arrangement with the Manager be present during the inspection.
- 12.7. The Hirer accepts all responsibility in respect of any claim(s) for any loss or damage to property to WWMC or injury to person(s) during the Hire Period.
- 12.8. The Hirer agrees that the Manager is not responsible for any loss or damage to property in the WWMC, except where that loss or damage is caused by the negligence of the Manager or his/her agents.
- 12.9. The Hirer is responsible for and agrees to make good, or indemnify the Manager, for any loss or damage to the Venue arising directly or indirectly from the hire or use of the WWMC irrespective of whether the Hirer caused that loss or damage.
- 12.10. The Hirer agrees that any loss or damage caused during the Hire Period may be remedied by the Manager at the Hirer's cost.

13. INDEMNITY

The Hirer acknowledges that the use of the WWMC is at the Hirer's risk and agrees to indemnify the Manager from all claims, demands, losses, damages, costs and expenses arising from the hire of the WWMC and any condition of the Hire Contract.

14. SETUP REQUIREMENTS AND HIRER'S EQUIPMENT

- 14.1 The Hirer must ensure that all setup and technical requirements for the Venue are received by the Manager not less than five (5) clear working days prior to the commencement of the hire period.
- 14.2 The WWMC shall not accept delivery of the Hirer's equipment prior to the commencement of the Hire Period unless the Manager has provided his prior written agreement.

- 14.3 The Manager may, at the Manager's discretion, charge for the storage of the Hirer's equipment prior to the commencement of the Hire Period.
- 14.4 The delivery, receipt and storage of the Hirer's equipment prior to the commencement of the Hire Period is the Hirer's sole responsibility.
- 14.5 The Hirer is solely responsible for the removal of all of the Hirer's equipment by the end of the hire period.
- 14.6 Storage of the Hirer's equipment after the end of the Hire Period shall incur a storage fee.
- 14.7 The Hirer's equipment refers to and includes all equipment that is not equipment supplied or owned by WWMC.
- 14.8 The Hirer acknowledges that neither the WWMC nor its staff are responsible for or liable for any damage, loss, or theft of the Hirer's equipment.

15. FIRE, FLOOD, EARTHQUAKE AND OTHER EVENTS

- 15.1 The Hirer agrees that if the use of the Venue is rendered impractical by fire, flood, earthquake, or other events beyond the reasonable control of the Manager, the Manager is not obligated to perform any of its obligations under the Hire Contract and neither the Manager nor Whanganui District Council are liable for any damage, loss or expense incurred by the Hirer.

16. ASSIGNMENTS

- 16.1 The Hirer is not permitted to sublet any part of the Venue or equipment without the prior written consent of the Manager.

17. DISPUTES

- 17.1 The Hirer is required to submit in writing the details of any dispute, arising from this contract, to the Manager.

18. LICENCES

- 18.1 The Hirer is responsible for arranging any licences that may be required for their event.
- 18.2 A licence to sell alcohol at the Venue is required unless the alcohol is supplied by a fully licenced caterer.
- 18.3 A music license may be required for some events; enquire with the Manager for details.

19. CLEANING AND RUBBISH REMOVAL

19.1 The Hirer must leave the WWMC in a clean and tidy condition by the end of the Hire Period;

19.2 If the Hirer has pre-arranged their rubbish removal the rubbish must be removed before the end of the hire period;

19.3 The Hirer agrees that, after the end of the hire period, the Hirer will be liable for any additional cleaning or rubbish disposal of the Venue arranged by or undertaken by the Manager (refer clause 4.1.3).

Name of the Hirer or authorised representative

Signature of the Hirer or authorised representative

Date

Name of the WWMC representative

Signature of the WWMC representative

Date

