

# Conditions of Hire - Whitianga Town Hall



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**PLEASE READ AND FAMILIARISE YOURSELF WITH THESE CONDITIONS**

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## 1. Bookings

- 1.1 An application form must be completed prior to the hiring of the hall, with these conditions forming part of that agreement.
- 1.2 Sufficient time should be allowed in each booking for the setup, pack down and cleaning of the hall.
- 1.3 The Council reserves the right to accept or decline any booking.
- 1.4 No sub-letting of the premises is permitted without the prior approval of the Council.

## 2. Bond

- 2.1 The Hirer may be required to pay a Bond fixed by Council prior to the Council making the Hall available to the Hirer. This Bond will be refunded when the Hall is left in a clean and tidy condition, free of damage and all conditions have been met.

## 3. Cancellation of Hiring

- 3.1 All booking cancellations must be in writing to Council no later than five (5) working days before the hire date.
- 3.2 Regular users not cancelling in writing prior to the booking date will be invoiced for their hireage.
- 3.3 In the event of the Council at any time requiring the use of the premises for civic purposes, the Council shall be entitled by notice in writing to terminate the hireage.
- 3.4 In the event of Council requiring at any time the use of the premises during a civil emergency, all bookings will be cancelled without prior notice.
- 3.5 The Hirer will have no claim against Council for any loss suffered by the Hirer arising out of termination under clauses 3.4 and 3.5, provided that Council will always, where possible, give reasonable notice in every case.

## 4. Fees & Charges

- 4.1 A copy of the current fees and charges is available from any Council Service Centre or on the Council website [www.tcdc.govt.nz/Our-Services/Fees-and-Charges/Schedule-of-Fees-and-Charges-Halls-Mercury-Bay/](http://www.tcdc.govt.nz/Our-Services/Fees-and-Charges/Schedule-of-Fees-and-Charges-Halls-Mercury-Bay/)
- 4.2 Hirers can elect to be invoiced for hire age fees. Payments must be received by 20<sup>th</sup> of the month following.
- 4.3 Any request for a discount or waiver must be in writing and will be determined by Council.

## 5. No Smoking Policy

- 5.1 The Whitianga Town Hall is a "No-smoking" environment. Smoking is not permitted in any part of the building.

## 6. Sale of Liquor

- 6.1 If you intend to sell or supply liquor at your function you may require a Special Licence. For more information visit our web page [www.tcdc.govt.nz/liquor](http://www.tcdc.govt.nz/liquor)

## 7. Keys

- 7.1 The allocation of keys is at Council's discretion.
- 7.2 Lending of keys is prohibited.
- 7.3 The Hirer is responsible for the return of the keys as soon as possible after their hire of the facility.
- 7.4 The Hirer is responsible for notifying the Council of any loss of a key.

## 8. Noise

- 8.1 The Hirer will be held responsible for the level of noise created by or for the persons using the hall or its environs.  
It is an offence under Section 326 of the Resource Management Act 1991 to create excessive noise that unreasonably interferes with the peace, comfort and convenience of any person.
- 8.2 In hiring the Hall, the user acknowledges that Council may seek recovery of any costs associated with the control of excessive noise by the user.

## 9. Fire Safety

- 9.1 Authorised officers of the Council and/or the New Zealand Fire Service shall have access at all times during the Tenancy.
- 9.2 For functions of up to 300 people a Building Warden and Floor Warden(s) designated for Fire Safety and Evacuation must be nominated on the application form.
- 9.3 For functions of 300 people or over it is required by law that a certified Safety Officer be in attendance. This cost is to be met by the Hirer.
- 9.4 It is the Hirer's responsibility to keep all exits and fire exits clear and unrestricted at all times.
- 9.5 Extinguishers and hose reels must be easily accessible at all times.
- 9.6 The Fire Safety Officer/s shall have the power to stop a function if they deem conditions to be unsafe.

## 10. Insurance

- 10.1 Private equipment should be covered by your own insurance; if not any loss of goods, cash or personal belongings are the responsibility of the Hirer.
- 10.2 Council does not provide public liability insurance for Hirers.
- 10.3 The Hirer is liable for damage done to the property through the act of the Hirer or their employees, or their patrons.

## 11. Cleaning/Rubbish Disposal

- 11.1 The Hirer must leave the rented area of the Hall used by the Hirer in a clean and tidy condition. This condition includes the mopping of the areas where food or liquid has been dropped and includes also the kitchen areas, whether used directly by the Hirer or by the caterer engaged by the Hirer. If left in an unsatisfactory condition, costs will be deducted from the Bond or added to the final balance.

A mop, bucket etc are stored in the women's toilet cupboard for the use of the Hirer.

**The Hirer will supply their own rubbish bags which must be disposed of by the Hirer.**

- 11.2 Restore the premises to the original setting after use.

## 12. Security

- 12.1 Council shall not be responsible for any loss of money, goods or property occasioned through theft or accident, or failure of lighting or power.
- 12.2 Security is the sole responsibility of the Hirer.
- 12.2 Before vacating the premises ensure all exit doors and windows are closed and locked.
- 12.3 Check venue to ensure no person remains on the premises and that all lights, heaters and fans are switched off.

## 13. General Usage Conditions

- 13.1 Only use the building for the times and purposes approved by Council.
- 13.2 Should Council decide the Hirer is not utilising the building for the approved purpose, written notice from Council would be served terminating the hire. The termination date will be agreed by Council and the Hirer.
- 13.3 Do not use the premises in an illegal or offensive manner.
- 13.4 The Hirer will not create or allow any hazard to be created to the premises and will immediately take all necessary action to remove or isolate any hazards arising from their occupancy.
- 13.5 Preparation of the hall for all functions, including the setting out of tables and chairs is the responsibility of the Hirer. All chairs, tables and other equipment brought into the Hall from outside must be suitably protected to prevent damage to the floor surface.
- 13.6 Posters, bills or stickers must not be affixed to any part of the property nor may they be displayed within the grounds or building unless prior arrangement has been made with Council.
- 13.7 Nails, screws, staples, cellotape or brown plastic tape are not to be used on any part of the part of the property including flooring for any reason whatsoever.
- 13.8 The piano is not to be used or moved without prior approval from Council.

## 14. Breach of Agreement

- 14.1 In the event of the Hirer committing a breach of any of the foregoing provisions the Council shall have the right to terminate the agreement by notice in writing.

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## Contact

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