

Terms of hire

Community-managed facility

1. Introduction

These terms of hire apply to all bookings at managed by under a lease/licence agreement with us (Christchurch City Council). By confirming a booking, you (the hirer) agree to comply with these terms of hire. These terms are intended to ensure safe, respectful, and lawful use of the facility.

2. Legal entity requirement

You must:

- Be 18 years of age or older
 - Be a legal entity capable of entering into a binding agreement (individual or organisation)
 - As the person making the booking, you:
 - Accept responsibility for the booking and all attendees
 - Must be present for the duration of the hire unless otherwise agreed in writing
 - Are responsible for ensuring compliance with these terms.
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3. Booking conditions

In making the booking, you agree to:

- Include adequate set-up and pack-down time
- Use the facility only for the purpose stated in the booking
- Use only approved areas of the facility
- Vacate the facility by the end of the booking time
- Keep within maximum occupancy limits at all times
- Remain responsible for the booking at all times .

Failure to comply may result in additional charges, cancellation of future bookings, or refusal of future access.

4. Payment and cancellation

- Full payment is required before use unless otherwise agreed in writing
 - Cancellations must be made at least days before the booking
 - Cancellations within days may incur full hire charges
 - Overtime use beyond the booked period may incur additional charges.
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5. Use of the facility

You agree to:

- Use the facility safely, respectfully, and lawfully
- Ensure all attendees behave appropriately
- Not permit illegal activity on site
- Not sublet, assign, or transfer the booking to another party
- Supervise children at all times (no child under 14 to be left unsupervised)
- Manage noise to a reasonable level and comply with any Noise Control direction.

The community organisation managing the facility may stop your event if conditions are breached or safety is compromised.

6. Alcohol

Where alcohol is present, you must:

- Comply with the Sale and Supply of Alcohol Act 2012
- Hold any required licences (where applicable)
- Ensure host responsibility requirements are met at all times
- Not allow BYO alcohol without prior written approval.

The community organisation managing the facility may cancel or stop an event where alcohol-related requirements are not met or where risk is identified.

7. Health and safety

You are responsible for the health and safety of all attendees during the hire period.

You must:

- Undertake a basic pre-use check of the facility
- Ensure emergency exits and accessways remain clear at all times
- Comply with all occupancy limits
- Ensure a responsible adult is present and in control of the event
- Ensure attendees are aware of emergency procedures
- Comply with the Health and Safety at Work Act 2015

Immediately report hazards, incidents, or damage to:

For serious incidents, first call emergency services.

8. Fire and emergency procedures

You must:

- Be familiar with evacuation routes and assembly points
- Ensure all attendees evacuate immediately if required
- Call 111 in the event of an emergency
- Keep fire exits and evacuation routes clear at all times.

The following are not permitted unless expressly approved in writing:

- Open flames or candles
- Gas appliances or barbeques
- Flammable materials or smoke-generating devices.

9. Cleaning and rubbish

You must leave the facility in a clean and tidy condition.

This includes:

- Removing all rubbish from the site
- Cleaning kitchen areas and any equipment used
- Wiping down surfaces where appropriate
- Returning furniture to its original position
- Ensuring all hired spaces are left in a satisfactory condition.

Additional cleaning charges may apply if the facility is not left in an acceptable condition.

10. Furniture and equipment

- Furniture must not be moved between rooms unless authorised
- Emergency exits must not be blocked at any time
- Facility-owned equipment must not be removed from the premises
- Hirers must supply their own specialised equipment unless otherwise agreed.

11. Damage, loss, and liability

You are responsible for:

- Any damage caused during the hire period
- Loss of keys, access cards, or facility equipment
- Costs arising from misuse, negligence, or failure to secure the facility
- Emergency call-out costs caused by you or your group's actions.

You agree to reimburse the community organisation that manages the facility for all reasonable repair or replacement costs arising from the hire.

12. Security and lock-up

At the end of the hire period (unless otherwise instructed), you must ensure:

- All lights and appliances are turned off
- Windows are closed and secured
- Doors are locked
- Alarm systems are activated (if applicable).

Failure to properly secure the facility may result in additional charges or restrictions on future bookings.

13. Smoke and vape-free

The facility is smoke-free.

Smoking and vaping are not permitted:

- Inside the building
- Within five metres of entrances or windows.

14. Insurance

You may be required to provide evidence of public liability insurance for certain bookings or events.

Neither the community organisation that manages the facility nor Christchurch City Council will accept responsibility for:

- Loss or damage to your property
- Injury to attendees arising from your activities
- Equipment or goods brought onto the premises by you.

15. Right to refuse or cancel

The community organisation that manages the facility reserves the right to:

- Refuse any booking request
- Cancel or terminate a booking at any time where these terms of hire are breached
- Require attendees to leave if behaviour is unsafe, unlawful, or inappropriate
- Act where there is risk to people, property, or the facility.

16. Access, keys, and security systems

Where access keys, cards, or codes are issued:

- They remain your responsibility throughout the hire period
- They must not be duplicated or shared without permission
- Loss must be reported immediately
- Replacement costs may apply.

17. Privacy

Personal information collected during booking and administration will be used only for operational purposes and managed in accordance with the Privacy Act 2020.

18. Force majeure/closure

The community organisation that manages the facility is not liable for cancellation or disruption due to events outside its control, including but not limited to:

- Natural disasters
- Power or utility failures
- Emergency closures
- Council-directed closures.

Where possible, alternative arrangements or refunds may be considered at the discretion of the community organisation.

19. Acceptance of terms

By confirming the booking, you acknowledge that you:

- Have read and understood these terms of hire
- Agree to comply with all conditions
- Accept responsibility for all attendees during the hire period.

Hirer name:

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Community advisor:

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Phone number:

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Email:

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Signature:

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Date:

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