

Hire Agreement Conditions for The Mt Eden Village Centre

VISION AND VALUES

Our vision is to support community participation in a broad range of activities, programmes and events. We proactively encourage involvement and participation by local people regardless of gender, age or ethnicity by being inclusive, accessible, welcoming and respectful. Likewise, it is our expectation that hirers will exhibit the same values.

HIRE CONTRACT

- The Hirer's contract must be agreed to by a person 18 years of age and over and returned to the designated office at least 10 days before the function date.
- No relationship of landlord and tenant arises between the Trust and the Hirer.
- Except if specifically noted this is a contract for exclusive use of space specified in the contract only. Other hirers may have exclusive use of other areas. The main entrance, Link Foyer and Link bathrooms are common facilities.
- The Hirer must follow all Government Covid 19 Health guidelines including capacity limits as advised by the Centre Manager. Your booking(s) will be cancelled if these are not followed.
- Right of Refusal to Hire – 'The Trust may, at its discretion, refuse any application for hire and may cancel any booking or recurring booking, and will provide a reason for the same. In each case all monies paid will be returned in full.'
- Where groups are hiring the Hall for noisy activities such as dancing and concerts, they must also hire the Lounge, which cannot be hired out to other groups for reasons of noise. Vice versa applies.
- All hire agreements will be renewed after 12 months. The Trust reserves the right to review and adjust hire rates after each hire period.
- Contact details of organiser must be included for all public events on flyers and online platforms in case of last minute cancellations.

HIRE CHARGES AND PAYMENTS

All payments must be made by the date specified on the Trust invoice to the Hirer. The Centre Manager will advise you of requirements when your booking is confirmed. If charges are not paid by the due date, the Trust reserves the right to cancel the booking(s).

BOND

A refundable Bond may be required depending on the type of booking. 50% of the Bond is to be paid on confirmation of booking; the balance of the Bond and the booking fee are due 10 working days before the event. Refunds will be direct credited to the Hirer's bank account. Deductions from the Bond will occur if:

- Venue, equipment or fittings are damaged or used outside the terms of this contract.
- Extra cleaning is required.
- You enter into or remain within the venue outside the booked period.
- The venue access key(s) are not returned within 48 hours. If the key is not returned within 7 days, \$20 will be deducted from the Bond.
- If the key is lost, \$50 will be deducted from the Key Deposit.
- Rubbish is left inside and/or outside the venue.
- Any other breach of these conditions has occurred, resulting in call out charges or other costs to the Trust.

Otherwise the bond will be returned in full by electronic payment into your nominated bank account on the 20th of the month following the last day of your booking. If additional charges are incurred the refunding of the bond may be delayed. **IN NO CIRCUMSTANCES WILL THE BOND BE REFUNDED IN CASH.**

CANCELLATION

The Trust reserves the right to charge a cancellation fee of 50% of the total hire fee within two weeks from the date of the booking, 25% for a cancellation between 2 and 4 weeks, and 10% for a cancellation more than 4 weeks from the booking. All cancellations must be sent via e-mail to ensure we have a written record.

FUNERALS

In case of a funeral at the Church, existing bookings on the same day may be affected and may have to be cancelled. Hirers affected by a funeral booking will be notified as soon as possible and receive a refund for any cancelled booking.

RIGHT OF REFUSAL TO HIRE

The Trust may, at its discretion, refuse any application for hire and may cancel any booking or recurring booking, and will provide a reason for the same. In each case all monies paid will be returned in full.

ACCESS TO AND LOCKING UP THE VENUE

The venue will be either opened or closed by the Trust or the necessary Keys will be provided to the Hirer. In the latter case the Hirer will be advised where they can be picked up and will be responsible for ensuring The Mt Eden Village Centre is securely locked at the end of the booking.

Keys must be returned within 2 working days of the hirer's last booking if not otherwise agreed with the centre manager or a charge of \$20 will be incurred and either invoiced or deducted from the Bond.

CLEANING AND RUBBISH REMOVAL

- Hirers must follow instructions on how to use the Steriliser in the kitchen. The Steriliser is NOT a dishwasher.
- Kitchen items must be put back into the same place as listed on the kitchen content list which is displayed in the kitchen.
- Hirers are responsible for cleaning the venue.
- Basic floor cleaning equipment is provided.
- Hirers must supply dishwashing materials, tea towels and rubbish bags.
- Chairs and tables must be cleaned and returned to their original location.
- The cleaning of the venue is to be completed within the booked period.
- Hirers must remove all rubbish from the venue, including the grounds, after their hire.

SETTING UP AND DISMANTLING

- Assistance with setting up, dismantling and cleaning of the facility can be supplied by the Trust. The additional cost of these services will be added to the hire charge.
- Any additional time in the venue spent either setting up or packing up is chargeable.

USE OF HALL/LOUNGE

- Hirers using the Hall: Hirers must use the main entrance door in the Foyer to enter and leave the Centre. During bookings the Centre's main entrance doors must be locked and the external door to the Hall must be used.
- Hirers using the Lounge: Hirer must use the main entrance door in the Foyer to enter and leave the Centre. During bookings the Centre's main entrance doors must be locked and the external door to the Lounge must be used.
- The premises must be locked if unattended.

NOISE

Noise from amplifiers and loudspeakers must be kept to a moderate level at all times. Failure to comply with this condition may result in the early closure of your function or confiscation of equipment.

HOURS OF USE

Hirers may not enter the facility until the time booked and all functions must end at the completion of the booked period. The booking period must include setting up, dismantling, and cleaning of the venue. Use of the venue must be respectful of neighbours with music levels reduced by 10.30pm at the latest and hirers out by 12.00am midnight. Failure to do so will jeopardise future bookings.

PROHIBITED

- X No smoking or chewing gum in any venue.
- X No use of balloons, ballroom powder, confetti or glitter.
- X No decorations or scenery may be attached to, or hung from any part of, the venue without prior written approval from the Trust.
- X No nails, tape or other adhesives may be attached to walls or doors or the Lord's Prayer/Ten Commandments/Beatitudes on the south wall of the Hall.
- X No open fires, smoke machines, naked flames (this includes candles and kerosene lamps), BBQs or spits are to be used inside The Mt Eden Village Centre. If a fire alarm is set off by the user of these items then a charge will be incurred.
- X The organ and piano must not be used without the prior written consent of the Trust or a significant charge may be incurred.
- X Hirers must not use the kitchen facilities to 'make food for sale' as it is not a registered commercial kitchen.

ENVIRONMENTAL STATEMENT

The Trust supports minimisation of our environmental footprint through reducing use of single use items such as disposable cutlery and dishes, and encouraging recycling and composting. We have significantly reduced our Kitchen fee to support this statement. We also encourage Hirers to use compostable or reusable decorations for their events. We hope you consider this during your planning.

PARKING

No off-street parking is available.

SECURITY

The Hirer is responsible for securing the facility upon completion of the function. Please ensure:

- All lights, heaters, stoves and electrical appliances are turned off.
- Windows and doors are closed and locked.
- Alarm is set (if applicable).

A security guard may be required for functions involving alcohol, socials, or at the discretion of the Trust. The security guard is supplied by the Trust and the additional cost for this service will be added to the hire charge.

LIQUOR LICENCE

The alcohol policy at the Centre is that the Hirer is able to consume on the premises if they are supplying it for their guests. If alcohol is sold then a Special Licence must be obtained from Auckland Council and displayed at the event. The licence must be displayed on the premises throughout the duration of the function. Failure to comply may result in fines of \$20,000 and/or closure of your function. With regard to the serving of alcohol it is the responsibility of the hirer to determine whether or not a licence is required from council.

LOSS OR DAMAGE

The Trust accepts no responsibility for loss or damage to any property of the Hirer or any guest or invitee's property which may be brought to the venue, whether within or outside the premises, and does not provide any insurance cover for such property, including property left secured in any storage facility which may be provided.

SUPERVISION OF CHILDREN

Venues are not designed for childcare purposes and there may be potential hazards present. Please ensure all children are supervised at all times, including in bathrooms and surrounding areas.

PERFORMING RIGHTS COPYRIGHT

The hirer will be responsible for any fees which might be claimed by and held to be payable to the Australasian Performing Rights Association or like associations.

FIRE REGULATIONS AND SAFETY

No smoking, open fires, smoke or fog machines, naked flames or candles. These premises are protected by an automatic fire alarm and smoke detectors. If activated the fire service will attend and will result in a fine to the Hirer of up to \$1,500. Every Hirer is required to be familiar with the procedure for evacuation of the facility in case of fire, and for following instructions of your appointed Fire Warden. Your appointed Fire Warden must ensure that all means of egress are checked twice during the hire period – once on entering the facility, and once during the course of the function. In case of fire, evacuate the facility immediately then notify the Fire Brigade by phoning 111.

BREACH OF HIRE AGREEMENT

Any breach of these conditions may result in:

- Forfeit of all or part of the Bond
- Closure of the function
- Refusal to accept future bookings
- Extra charges being incurred

TRUST STAFF

The Trust reserves the right for Trust staff or representatives to be present in The Mt Eden Village Centre facilities at any time.

IF YOU HAVE ANY PROBLEMS DURING YOUR HIRE PERIOD PLEASE PHONE: 09 631 0678 or Emergency Numbers as provided.