

1 RATES FOR COUNCIL LEISURE OR RECREATION FACILITIES

Council may from time to time make rules for any facility relating to any or all of the following matters:

- (a) The control, management and use of the facility and associated property.
- (b) The hours during which the facility and any specified parts of the facility shall be open and the holidays, days and times upon which it will be closed.
- (c) The fees and charges payable for entry, or use of, the facility.
- (d) The maintenance of good order and conduct whilst persons are in, or on the facility.
- (e) The operation of the leisure or recreation facility to ensure the safety and health of persons in, on, or in the vicinity of the facility.
- (f) The closure of a leisure or recreation facility or part thereof or setting aside of part, or all of that facility for the exclusive use of individuals or groups.

2 HIRE

- 2.1 All private hires are required to be booked and paid for no later than 3.30pm Monday to Friday.
- 2.2 Tentative Bookings (short period before event) (Including Bond Holders):
 - Tentative Bookings must confirm the booking within 48 hours of applying.
 - If no contact has been received from the person, the booking will automatically lapse.
 - All paperwork will be sent to the applicant by email on the day of enquiry. This must be returned completed within 48 hours.
 - If no email details are available, the person must collect the paperwork within 24 hours, and return within the initial 48 hours.
- 2.3 To confirm your tentative booking, the hireage fee and \$200 bond must be paid in full (excluding Bert Hamilton Hall).
- 2.4 If the booking is less than five calendar days, all fees must be paid at the time of the booking.
- 2.5 Bulk hirers or regular users are required to pay a bond, but are invoiced for the use of the facility.
- 2.6 Council reserves the right to cancel, transfer or reallocate a booking. This is not done lightly and is usually for maintenance, repairs or an occasion of major importance. Council will make every effort to consult with the hirer.

3 CANCELLATION OF BOOKINGS

- 3.1 Booking cancellations must be advised *no later than five working days* before the hire date. Hirers will receive a full refund of any monies paid.
- 3.2 Hirers who cancel their booking *less than five working days* before the hire date will be charged 50% of the cost of hire. If the late cancellation was caused through circumstances beyond the control of the hirer, Council may, at its discretion, refund all, or part of the payment.
- 3.3 As much notice as possible will be given in such circumstances, but in many instances only limited prior warning is able to be given.

4 FEES AND CHARGES

- 4.1 Current charges are available from the Council office and/or on Council's website <u>www.kaweraudc.govt.nz</u>
- 4.2 A bond is payable when a facility is booked. This will be refunded when the facility is left clean and tidy, free from damage and all the hire conditions have been met.

5 UNPAID MONEY

No hirer of any facility or associated equipment, who owes any money to Council in connection with that hire, shall be permitted to hire any facility or equipment until all such charges have been paid in full.

6 NON SMOKING

All Council facilities are *non smoking* environments.

7 SUB-LETTING

Sub-letting of facilities without the prior approval of Council is not permitted.

8 KEYS

The facilities will be opened and closed by Council's custodian between 8.00am and 5.00pm. The custodian is Mrs Shandi Williams, her contact number is 027 487 2943. For facilities used after hours, a Contractor will open and close the facility. No keys will be issued to casual users.

9 USE

9.1 The facility must only be used for the time and purpose approved by Council and must not be used in an offensive or illegal manner. Users must at all times comply with the statutes, bylaws, regulations or other written directions of Council.

- 9.2 The use of the premises must finish by *midnight*, except with the written permission of the Chief Executive Officer or his nominee.
- 9.3 The New Zealand Police and Fire Service have right of entry at all times.

10 LOSS OR DAMAGE TO COUNCIL PROPERTY

- 10.1 The hirer of any facility or associated equipment shall be responsible for any loss or damage to the facility or equipment and for any loss or damage to any other equipment that was available for use in the facility that occurred during the period of the hire.
- 10.2 Any damage must be reported to the Custodian.

11 SAFETY REQUIREMENTS – APPOINTMENT OF FIRE WARDENS/SAFETY OFFICERS

- 11.1 Nominated Safety Officers/Fire Wardens must be appointed by all hirers who use Council facilities, where there is a congregation of 100 or more people. These officers/wardens must be on site for the duration of the hire (refer *"Fire, Safety and Evacuation of Buildings Regulations 1992"*).
- 11.2 At the time of hire, the hirer will be issued with armbands, which are to be worn by the nominated Safety Officers/Fire Wardens throughout the term of the hire and the relevant Evacuation manual. The hirer will also be advised of the number of officers required which is dependent upon the number of people using the facility.
- 11.3 Safety Officers/Fire Wardens need to read and be familiar with the Fire Evacuation Plan, which is located in the main entrances of the facilities, near the fire alarm.
- 11.4 In the event of an emergency, the Safety Officers/Fire Wardens are responsible for the evacuation of the premises. They are required to note/action the following prior to facility's usage:
 - The location of all EXIT doors in the facility
 - Ensure all EXIT and EMERGENCY LIGHTS are operating
 - Switch on the EXIT light when the facility is in use
 - Ensure that all EXITS are kept clear and the doors are operating efficiently before the facility is used
 - Note the location of all auxiliary fire fighting equipment within the building
 - Carry out an inspection after the audience has left the premises
- 11.5 Full information relating to the New Zealand Standards is available from the Council if required.

12 FOOD HYGIENE REQUIREMENTS

- 12.1 In order to comply with the Food Hygiene Regulations 1974 when using these facilities the following points must be noted and complied with:
 - 12.1.1 Perishable food must be kept at 5°C.
 - 12.1.2 The fridge must be turned on at least 45 minutes before it is used.

12.1.3 You may need to provide additional refrigeration depending on the number of people dining at your function.

Number of People Dining	Capacity of Refrigeration Unit Required
0 – 30	Existing refrigerator sufficient
31 – 40	Additional 520 litre capacity refrigeration required
41 - 60	Additional 1000 litre capacity refrigeration required
61 – 80	Additional 1500 litre capacity refrigeration required
81 – 100	Additional 2000 litre capacity refrigeration required
101 – 120	Additional 2600 litre capacity refrigeration required
121 – 140	Additional 3100 litre capacity refrigeration required
140 +	Additional 3600 litre capacity refrigeration required

The guidelines for the amount of refrigeration space required are as follows:

- 122 You may need to hire a walk-in refrigerator if you are catering for a large number of people.
 - 12.2.1 Food in fridges must be covered to prevent cross contamination.
 - 12.2.2 Food handlers must wear clean clothes and smocks or aprons.
 - 12.2.3 Clothes or personal items shall be stored in designated areas.
 - 12.2.4 People preparing food need to change out of street clothes into food handling clothes.
 - 12.2.5 Regular hand washing is essential. Gloves are not required. If worn, it is essential that the same pair used for handling food is not also used for handling money.
 - 12.2.6 No smoking in the kitchen at any time.
 - 12.2.7 The number of people working in the kitchens shall not exceed:

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- 12.2.8 No animals are allowed on the premises.
- 12.2.9 Cutting boards used for food preparation must be free from cracks and crevices.

13 CLEANING

- 13.1 Hirers are required to clean the premises immediately after use, unless arranged otherwise.
- 132 Floor areas are to be swept and tidied.

- 13.3 All rubbish must be removed from the facility and surrounds.
- 13.4 Any additional cleaning of the premises, removal of rubbish or moving of furniture by the custodian will be charged to the hirer.

14 TABLES & CHAIRS

Tables and chairs are available in the facility for use. The hiring of tables and chairs is not permitted for individual use outside of the facilities.

15 INSPECTION

Council staff, or its nominated agents, may at any time inspect the premises and may not be denied access.

16 INSURANCE

Council will insure the building against loss, damage or destruction by fire and other risks.

17 SECURITY

- 17.1 The hirer is encouraged to ensure there is adequate security when holding an event or block booking. It is strongly suggested the Police are notified prior to an event. Maori Wardens are also able to assist. Maori Wardens contact person is Alex Walker, mobile number: 021.0296.1577.
- 172 It is the hirer's responsibility during any hire period to ensure the facility is secure. Please contact the Police on 111 in the event of a situation of concern.
- 17.2 Before vacating the premises, all exit doors and windows must be closed and locked.
- 17.3 Before vacating the premises, check to ensure that no person remains on the premises and that all lights are turned off.

18 COUNCIL REDRESS

- 18.1 Council reserves the right to refuse to let the premises to the hirer if the hirer does not abide by the hire conditions.
- 18.2 Council reserves the right, without redress by the applicant, to refuse all applications, or any particular application for the hire of the premises.
- 18.3 All conditions are subject to amendment by Council, or by staff under delegated authority, without notice.

19 CONCERT CHAMBERS

- 19.1 The rear or side doors must be used for the movement of goods in and out of the premises.
- 19.2 All crockery used must be washed and put back into the cupboards.
- 19.3 The piano is not to be moved unnecessarily.
- 19.4 The emergency exit must be kept clear at all times. This is a legal fire requirement.
- 19.5 A list of equipment is available for users.
- 19.6 No items are to be stored above head height.

20 TOWN HALL

- 20.1 The rear or side doors must be used for the movement of goods in and out of the premises.
- 20.2 The Steinway piano is not included in the hire. Application for its hire must be made separately.
- 20.3 Lighting
 - 20.3.1 The special stage lighting equipment is not included in the hire. Application for hire of the lights must be made separately.
 - 20.3.2 A hire fee of \$3.00 per lamp is payable for each use. After a bulb is switched off, it must be left off for at least 5 minutes before it is turned back on. All damage and replacement of bulbs and equipment will be recovered from the hirer.
 - 20.3.3 Approval for additional spotlights or additional electrical equipment must be obtained at the time of booking and a suitably qualified electrician used if required.
 - 20.3.4 The theatre electrical console and auditorium lights are located on the electrician's platform to the right and above the stage.
 - 20.3.5 Exit lights must be switched on when the auditorium is in use.

20.4 Heating

- 20.4.1 The Town Hall heating system is on a 2 hour automatic timer. Indication lights will glow when running.
- 20.4.2 Press green On button to start the heaters.
- 20.4.3 Turn on each heater switch.
- 20.4.4 To stop heaters before the 2 hours, press the red Stop button.

20.5 Storage

20.5.1 No items are to be stored above head height.

21 RECREATION CENTRE

- 21.1 The Recreation Centre has spectator seating for 320.
- 21.2 The kitchen and ticket/kiosk are kept locked at all times. Council's custodian will open these areas if required.
- 21.3 Gas Alarm
 - 21.3.1 The Centre now has a Hydrogen Sulphide H₂S detection alarm, please treat this alarm as you would a fire alarm and immediately vacate the building if sounded and advise the Council on 306 9009.
 - 21.3.2 Where the congregation consists of 100 people or more Section 11 Safety Requirements Appointment of Fire Wardens/Safety Officers applies.

22 DAMAGE AND CLAIMS

- 22.1 Please report any damage of a facility to Council staff immediately.
 - a. The hirer will be responsible for all damage occurring during the hirer's use.
 - b. The use of the facility is at the hirer's risk. Council shall not be liable for personal injury or claim.

23 NON COMPLIANCE

Non-compliance with any of the conditions of hire jeopardises future hire.

24 COUNCIL REDRESS

- 24.1 Council reserves the right, where a hirer leaves a facility in an unsatisfactory state and/or fails to abide by any of the conditions of hire, to refuse to let the facility to the hirer in the future.
 - a. Council reserves the right, without redress to refuse all, or any particular application for the hire of a facility.
 - b. The conditions of hire are subject to amendment without future notice.

UNAUTHORISED TAKING OF ANY ITEM OR EQUIPMENT

Any person who unlawfully takes, or attempts to take any item or equipment from any Leisure or Recreation facility and any person who knowingly pledges, pawns, sells or attempts to sell, purchase or advance money on any such item or equipment shall, in addition to any other offence of which such Person may be guilty, be in breach of the Kawerau District Council General Bylaw: Part 13 – Leisure and Recreational Facilities.