

TERMS AND CONDITIONS OF HIRE

Please ensure the Featherston Community Charitable Trust knows of all your requirements before your booking is confirmed.

1 DEFINITIONS

Event means the purpose for which the venue is to be hired as described by you in the Venue Hire Agreement.

Hirer means the person named as Hirer in the Venue Hire Agreement and is referred to as you in these terms and conditions.

FCCCT means Featherston Community Centre Charitable Trust.

Venue means the venue and facilities of Featherston Community Charitable Trust at 14 Wakefield Street, Featherston 5710.

Venue Hire Agreement means the agreement attached to these terms and conditions, together with these terms and conditions.

2 NATURE OF THE EVENT

2.1 By signing the Venue Hire Agreement you warrant and agree that the Event is accurately and comprehensively described in the Venue Hire Agreement.

2.2 You also warrant and agree that the Venue will not be used by you for any activity that is of an objectionable nature, is in breach of reasonable standards of public decency or is likely to create a nuisance.

3 TERMS OF PAYMENT

3.1 You will pay FCCCT the Venue Hire Price for the hire of the Venue. If applicable and requested by FCCCT, you will pay FCCCT a deposit. The deposit must be paid on the date of signing this Venue Hire Agreement. The balance of the Venue Hire Price must be paid one month after receipt of an invoice from CAG or prior to the Hire Period, whichever is the earlier, to confirm your booking.

3.2 For group meeting place room hire as signed hirer you must ensure that koha is collected at each session and deposited into koha box, or arrange alternative payment method with Centre Manager.

3.4 If you do not pay the deposit and the balance of the Venue Hire Price in accordance with clause 3.2, FCCCT may cancel your booking and this Venue Hire Agreement.

4 INFORMATION TO BE PROVIDED TO FCCCT

4.1 You must ensure that the visitor logbook is signed, and attendance numbers and duration of each session are provided. Alternative arrangements, such as providing attendance numbers on a monthly basis, can be made with Centre Manager.

4.2 Service providers and Group key holders must provide feedback to Centre Manager on Centre facilities/services and make available and collect survey or feedback material from his/her participants.

4.3 Service providers and Group key holders can also refer their clients and Centre users to the FCCCT Code of Conduct for information on the Centre and basic Centre requirements.

5 EVENT MARKETING

5.1 Should you wish to advertise the event/group/service through FCCCT's monthly timetable and/or article, you must provide any relevant information and updates for upcoming month to fsn.comcen@xtra.co.nz by 18th of the month prior to event. (e.g. if the event is to take place on May 26th, the information needs to reach FCCCT by 18th April.) Please note that there are circumstances when FCCCT will not be able to include all information that is received in the monthly Phoenix article, but FCCCT will make efforts to include any relevant information on our website.

6 ADDITIONAL CHARGES

6.1 In addition to the Venue Hire Price, you will be charged for:

6.1.1 any damage to the Venue during the Hire Period caused by you, or arising due to your lack of care or any other breach of these terms and conditions;

6.1.2 any theft of FCCCT property from the Venue during the Hire Period;

6.1.3 any extra cleaning, rubbish removal, repair or reinstatement of the Venue that FCCCT reasonably considers is required after your Event; and

6.1.4 any costs, losses or expenses FCCCT incurs due to any breach or non-observance by you of these terms and conditions.

6.2 You will be invoiced for any additional charges incurred by you in accordance with clause 4.1, such charges to be payable immediately by you.

7 USE OF THE VENUE

7.1 You may only use the Venue in accordance with the description of the Event and/or Venue use provided by you to FCCCT.

7.2 You shall remove all goods and rubbish brought to the Venue at the end of the Event, and must leave all equipment, facilities and the Venue in good, clean and tidy order, ready for use by FCCCT or other authorised user.

7.3 You shall ensure that all persons attending the Event, and that you, your employees, agents or contractors have vacated the Venue by the end of the Hire Period.

7.4 The maximum number of people that can be admitted to your Event is _____. You must ensure that the number of people in the Venue does not exceed the maximum number. You will be liable for any fines or costs that FCCCT may incur if the maximum number is exceeded.

7.5 In respect of the Venue (except with the express permission of FCCCT to do otherwise), you must:

7.6.1 protect all floors, walls and doors at all times, including for example, during the installation and removal of any equipment, displays or exhibits;

7.6.2 take proper care of the Venue and ensure that no damage occurs;

7.6.3 not drive nails, tacks, screws or pins into walls, furnishings, floors and ceilings;

7.6.4 not write, decorate, attach posters or disfigure any wall or ceiling surfaces;

7.6.5 not use any of the Venue's equipment, fixtures, fittings, heating or ventilation systems other than for their intended purpose;

7.6.6 not deposit any substance in the toilets, sinks or drains that could cause blockage or damage;

7.6.7 not use or allow to be used in the Venue any form of lighting with a naked flame (including candles or oil burners);

7.6.8 not store any equipment or material to be used in connection with the Event at the Venue;

7.6.10 not sell or consume alcohol at or outside the Venue unless you have obtained an appropriate liquor licence. If you are not sure whether you need a licence, you should check with the District Licensing Authority. Where liquor is provided, food and nonalcoholic drinks must also be provided;

7.6.11 not smoke anywhere inside the Venue. Smoking is only permitted outside the Venue;

7.7 If any damage is caused to the Venue or any, item of furniture, exhibit, fitting, fixture or chattel within the Venue, you must immediately notify FCCCT staff member of the damage in order that FCCCT can arrange for the damage to be repaired, such repair to be at your cost in accordance with clause 4 of this Venue Hire Agreement.

7.8 From time to time the FCCCT will install works of art or crafts in the foyer that may or may not affect the layout of your function. The FCCCT will inform you of proposed artifacts or works of art as soon as they are confirmed.

7.8.1 At no time are works of art or crafts in the foyer space to be altered, adjusted or moved in any way during your function. You will be liable for all costs that may be incurred by the FCCCT as a result of damage or interference.

7.9 From time to time the FCCCT will allow one off event/workshop/meeting/functions to take place in one of the larger meeting rooms and/or kitchen area, that may or may not affect the time and room booked for your regular group, activity or service. The FCCCT will inform you of any proposed bookings prior to confirmation, and offer you a different room on a one off basis for your service/activity.

7.10 The use of the Centre's tea, coffee, milk and sugar is permitted, provided koha is made towards the cost.

8 HEALTH AND SAFETY

8.1 The health and safety of all people attending the Event is an area where both you and FCCCT have responsibilities. We will consult together prior to the commencement of the Hire Period to ensure that each of our particular areas of responsibility have been covered, that there are no health and safety planning gaps and no inconsistencies between our health and safety plans and procedures.

8.2 FCCCT has health and safety procedures for the use of the Venue and emergency responses in general terms. FCCCT will provide you with details of these procedures prior to the commencement of your Event.

9 LIABILITY

9.1 You indemnify FCCCT (and FCCCT's employees or agents) against all claims, demands, losses, damages, costs and expenses arising from your use or hire of the Venue or any breach of any of these terms or conditions.

9.2 FCCCT is not responsible for loss or damage to any of your property in or around the Venue.

9.3 FCCCT is not liable for any loss or expense that you incur if FCCCT is not able to make the Venue available to you as a result of fire, flood, earthquake, failure or other unavailability of any building services or other event beyond FCCCT's reasonable control. If the Venue is unavailable to you for any of these reasons, FCCCT will refund any deposit held.

9.4 FCCCT shall not be liable to you, under contract or the law or tort or otherwise, for any indirect or consequential loss arising under or in connection with this Venue Hire Agreement. The extent of FCCCT's liability to you under or in relation to this Venue Hire Agreement for any loss, damage, claim or expense (whether due to FCCCT's negligence or otherwise) is limited to the Venue Hire Price.

10 CANCELLATION OF EVENT

10.1 If you cancel a one off Event within 14 days of the Hire Period, FCCCT will retain the key Deposit.

10.2 If you terminate a regular weekly or monthly booking within 30 days of the Hire Period, FCCCT is entitled to charge you for an additional 30 days' hire.

10.3 If, during a long term or ongoing hire period, you cancel a single week or single month's activity or service within 14 days of the activity, FCCCT is entitled to charge for the cancelled room hire.

10.4 FCCCT may cancel your booking and this Venue Hire Agreement if FCCCT reasonably considers that the staging of the Event or the nature of the Event will, or might, contravene any statute, order, regulation, bylaw, rule of law or any other requirements of a public or local authority, or otherwise be in breach of these terms and conditions or reasonable standards of public decency. Where it becomes apparent that the nature of the Event does so contravene, and such contravention is not apparent from the description of the Event set out in this Venue Hire Agreement or otherwise as described by you, the cancellation shall be deemed to be a cancellation by you and clause 8.1 of this Venue Hire Agreement shall apply.

11 GENERAL

11.1 You must comply, at your own expense, with all applicable statutes, regulations, bylaws, consents, these terms and conditions and CAG's policies and procedures as they relate to the use, occupation, safety and security of the Venue.

11.2 You cannot transfer any of your rights or obligations under this Venue Hire Agreement.

11.3 These terms and conditions shall apply to you, your employees, agents, contractors, guests and invitees and you are responsible for ensuring compliance by such persons with these terms and conditions.