



TERMS AND CONDITIONS OF HIRE

Please ensure the Featherston Community Centre 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 FCCCT 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/ NATURE OF HIRE

- 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 bond being one (1) calendar month rent. Bond will be refunded on termination of this tenancy provided hirer not in default of payments or damage to the FCCCT. The bond must be paid on the date of signing this Venue Hire Agreement. The balance of the Venue Hire Price must be paid by 20th of each month after receipt of an invoice from FCCCT or prior to the Hire Period, whichever is the earlier, to confirm your booking.
- 3.2 If you do not pay the bond and the balance of the Venue Hire Price in accordance with clause 3.1, FCCCT may cancel your booking and this Venue Hire Agreement.
- 3.3 FCCCT reserves the right to review any ongoing agreements and rates annually, with the proviso that a review in respect of any Hirer may be made at an earlier time as determined by FCCCT.
- 3.4 Please see additional fees and payment information in Section 6.

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.
- 4.2 You must ensure that your contact details are up to date and provided to the Centre Manager. Please refer to the Event Advertising Template.
- 4.3 Service providers and Group Managers and/or key holders must provide feedback to Centre Manager on Centre facilities/services when applicable and make available and collect any relevant survey or feedback material from his/her participants.

5 MARKETING

- 5.1 Advertising a new activity/event/group/service: Should you wish to advertise a new activity/event/group/service through the FCCCT's monthly timetable/article/website, you must provide any relevant information in the Event Advertising Template and e-mail to info@featherstoncommunity.org.nz by the 16th of the month prior of your activity/event/group/service commencing. *Example: to advertise an event taking place at any date in June, you must provide the relevant details for advertising purposes by 16th May.*
- 5.2 Advertising an existing or ongoing activity/event/group/service: If you are already advertising your activity/event/group/service in the FCCCT's monthly timetable/article/website, you must provide any relevant updates to info@featherstoncommunity.org.nz by the 16th of the previous month. *Example: If the start and end time of your regular activity is changing at any date in October, you must provide details of these changes by 16th September.*

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, including leaving the Centre unlocked, or in an unsafe state, sharing a personal alarm code with another member of the community, 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 or arising because of the running of 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.*
- 6.1.5 *You will be invoiced or your bond retained for any additional charges incurred by you in accordance with clause 6, 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, safe, 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, If you are the last person to leave the Venue on any given day, you shall ensure that the Venue, including gate, is securely locked, and that the alarm is set.
- 7.4 The maximum number of people that can be admitted to your Event is governed by the room limits stated on the website (<https://featherstoncommunity.org.nz/rooms>). 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, including the carpark and grounds, you must:
- 7.5.1 *protect all floors, walls, and doors, including for example, during the installation and removal of any equipment, displays or exhibits;*
 - 7.5.2 *take proper care of the Venue and ensure that no damage occurs;*
 - 7.5.3 *not arrange to cut additional keys, or to share personal keys and alarm codes without permission from the FCCCT*
 - 7.5.4 *not drive nails, tacks, screws or pins into walls, furnishings, floors and ceilings;*
 - 7.5.5 *not write, decorate, attach posters, or disfigure any wall or ceiling surfaces;*
 - 7.5.6 *not use any of the Venue's equipment, fixtures, fittings, heating or ventilation systems other than for their intended purpose;*
 - 7.5.7 *not leave or install any chattels, property or structures on the premises without permission from the FCCCT.*
 - 7.5.8 *not deposit any substance in the toilets, sinks or drains that could cause blockage or damage;*
 - 7.5.9 *not use or allow to be used in the Venue any form of lighting with a naked flame (including candles or oil burners);*
 - 7.5.10 *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 non-alcoholic drinks must also be provided;*
 - 7.5.11 *not smoke anywhere inside the Centre building and entrance ways. Smoking is only permitted outside the Centre building, clear of any entrance ways, and must not be done near flammable substances or areas. Cigarette butts must be cleaned up.*
- 7.6 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 or the Centre Manager 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 6 of this Venue Hire Agreement.
- 7.7 From time to time the FCCCT will install works of art or crafts in the Venue that may or may not affect the layout of your function. The FCCCT will inform you of proposed artefacts or works of art as soon as they are confirmed.
- 7.8 At no time are works of art or crafts in the Venue 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 because of damage or interference.
- 7.9 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 areas of responsibility have been covered, that there are no health and safety planning gaps and no inconsistencies between each of 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 and 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 because 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 bond or Venue hire price 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 relating to 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 The HIRER may terminate this Agreement upon one (1) month's notice being given in writing in advance of date of termination or renewal, prior to expiry of lease term.
- 10.2 If you terminate an EVENT, or 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 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 behaviour and/or 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 10.1 of this Venue Hire Agreement shall apply.
- 10.4 FCCCT may terminate this Agreement for any one of the following reasons, upon one (1) month's notice being given in writing:
- i. Failure to reach an arrangement with the CENTRE regarding default of rent payments fourteen (14) days following due date.
 - ii. Failure to reach an agreement with the CENTRE regarding default of payments on accounts (other than rent) to the CENTRE being at least sixty (60) days overdue.



11 GENERAL

- 11.1 You must comply, at your own expense, with all applicable statutes, regulations, bylaws, consents, these terms and conditions, and FCCCT'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