

## OMOKOROA SPORTS AND RECREATION SOCIETY INCORPORATED SPORTS PAVILION TERMS AND CONDITIONS March 2021

### General

1. All groups must have a nominated point of contact, who is responsible for the group (and the premises, if hired after hours) for the duration of the hire.
2. The venue can be hired for any activity deemed appropriate by the Omokoroa Sports and Recreation Society Incorporated Executive (OSRS).
3. Booking times must include set up / break down and allow for user groups to leave the venue in a satisfactory condition. Failure to include this time may result in extra charges for your group. Entry to the venue is only available from the time booked and must be vacated within the timeframe specified on the booking confirmation. If any patrons wish to continue to use the venue at the conclusion of the booking, they must re-enter as a paying individual.
4. All equipment utilised during the period of hire must be returned to the correct position at the end of the hire period.
5. Adult supervisors (age 16+) are required for children and youth groups.
6. The number of required supervisors is 1 adult per ten children.
7. All children under the age of 8 must be "actively supervised" by a Parent or Guardian aged 16 years or over. Minimum requirement for under 5's is 1 adult actively supervising 4 children.
8. Any group bookings are to adequately and actively supervise the group at all times whilst they are in the venue and must remain in the hired area throughout the entire period. Supervisors are held responsible for the group and must maintain the venue guidelines whilst at the venue. Failure to have enough supervisors may result in entry being refused.
9. **All venue rules are in effect throughout the hire.**
10. All people must follow any and all direction from OSRS staff. Refusal to do so may result in the group being asked to leave the venue.
11. OSRS Executive or their nominee reserve the right to determine unacceptable behaviour of individual(s) while on the premises, with this right being to cancel a booking or request the person to leave. If this occurs no refund will be given.
12. Hirers shall agree to hold the venue fully harmless and indemnify it against any and all suits, damages, claims, causes or actions which may arise out of use of the above described property.
13. The OSRS Executive or their nominee will have right of entry at all times.
14. Regular users may be asked to shift their booking times to allow better optimisation of space, and or their preferred room/venue to accommodate bookings that are deemed by the OSRS Executive to necessitate the move e.g. events.
15. The OSRS Executive at their discretion may refuse any application of hire, waiver specific conditions, or cancel any booking.

### Hire Fees & Bond

16. Bond payments are required for all one-off or event users. The bond payment will vary between \$150 - \$1,500 depending on the level of booking and associated potential risks. Bond payments for casual small bookings are normally waived. The OSRS Executive has full discretion as to the amount of bond required.
17. **The hirer is liable for all damages that occur to the property and venue equipment as a result of the hiring groups actions. Damage or problems experienced during the event may delay or change the release of the bond. In the event where full release of the bond is not completed a detailed list of withdrawals will be provided in writing to the group organiser.**
18. If a bond is paid, this will be refunded in full within ten working days following the date of hire, if the following criteria is met:
  - a. No damage to property and/or equipment
  - b. All areas left in a clean and tidy state
  - c. Security conditions are met.
  - d. All pre-agreed timings or equipment use are adhered to
19. A non-refundable deposit amounting to 25% of the hire fee is required to secure event bookings. This should be paid once we have confirmed your event. Your booking will remain tentative until such time as the deposit is paid.
20. For events, the balance of the hire charge and bond must be paid in full seven days prior to the hire date, if not sooner, or as agreed with management.
21. Regular hirers spending over \$100 a month can request to be invoiced on a monthly basis on the proviso invoice payments are kept up to date – payment received by the 20th of the following month. Failure to keep accounts up to date will result in further bookings to be paid in advance.

22. Failure to pay invoiced accounts by the due date may see future bookings suspended until payment in full is received. Payments not received by the due date maybe referred to a debt collection agency. The hirer will be liable for all associated fees and any other costs associated with this debt collection.
23. Any cash on arrival or casual bookings must be paid for in full prior to the booking commencing.

#### **Cancellations / Amendments**

24. **The venue must be given at least 72 hours notice of cancellation or change to bookings. Written notice must follow oral notification. Should the notice of cancellation be less than 30 days prior to the date of reservation or should the group fail to occupy the premises at the specified time, all booking charges may still apply.**
25. Cancellations of tournament/event bookings require 72 hours notice. Deposits are non-refundable. Failure to cancel within 60 days may result in booking charges still applying.
26. OSRS Executive reserves the right to cancel or alter a hire agreement at their discretion. Every effort will be made by the venue to avoid cancelling any confirmed reservation. However, in the event of an emergency, beyond the control of the venue, a confirmed reservation may be cancelled. Should an event be cancelled for this reason, it will be rescheduled at a convenient time for the group and the venue. If rescheduling cannot be done, a full refund will be given.

#### **Cleaning and Maintenance**

27. No smoking in the venue.
28. Strictly no chewing gum allowed.
29. Parking on grass areas is prohibited.
30. Only appropriate sports or casual shoes are allowed within the Pavilion. Stilettos damage floors and must not be worn accordingly.
31. **Cleaning equipment will be made available to all hire groups and the spaces hired must be left in good condition.**
32. **Any additional cleaning performed by venue staff or contractors to get the facility back to a satisfactory condition may incur an additional charge.**
33. **After use, and before vacating the premises, the hirer must clean, remove food, refuse and personal items from the premises.**
34. **Any damage to the building or the assets of the venue will result in the replacement or repair of the damaged property at the hirers cost.**

#### **Compliance**

35. Catering and alcohol services must be negotiated with management.
36. The sale of food, including fundraising, requires a Food License which can be obtained directly from Western Bay of Plenty District Council. Please allow a minimum of five working days prior to booking for the license application to be processed.
37. If alcohol is to be sold or if your event is a ticketed event and liquor is complimentary (or included in the ticket price), a special liquor license is required. Contact the Western Bay of Plenty District Council Liquor Licensing Agency for more information - 20 working days is required for processing. If alcohol is to be consumed but no sale is taking place a 'Host Responsibility Agreement' certificate may be granted. An application must be completed and can be obtained from the Venue Manager. The application form must be returned to the Venue Manager for processing a minimum of 20 working days prior to your event.
38. Acquiring any necessary licenses or certificates (e.g. Liquor Licenses) will be the responsibility of the hirer. Applications are available from the venue on request.
39. The hirer must ensure that noise levels do not exceed limits as per Western Bay of Plenty District Council District Plan. However, in the event the noise is deemed a "nuisance" and Council receives two or more complaints from the public, a visit from an Enforcement Officer may result in an infringement. If the "nuisance" persists, Enforcement Officers have the right to confiscate sound equipment. Hire fees will not be refunded if the booking cannot proceed due to a noise complaint.

#### **Security**

40. All hirers making bookings outside of business hours will be responsible for the security of the building. The hirer will have access to alarm codes (where applicable) and property keys. All alarm codes and property keys will be given out prior to the booking (where necessary). Keys and alarm codes must remain with the nominated point of contact and kept secure at all times. In the event keys are lost or stolen, management must be notified immediately and any cost incurred for replacing the key and/or locks will be charged to the hirer.
41. Where deemed necessary, the hirer will be required to provide security services for crowd control purposes.
42. Hirers shall enter on the times and only those areas within the venue stated on the hire application form. If a hirer causes alarm activation, that hirer will be charged an additional \$100 to cover security guard callouts.

43. Any charges incurred due to activation of fire alarms will be paid by the hirer, if the activation is found to be a false activation. The standard false alarm call out charge is \$1,150 plus GST.

**Health & Safety**

44. The nominated point of contact who is responsible for the group must familiarise themselves with the relevant Potential Hazards for Users for each venue that is accessed. The aforementioned person is also required to take all practical steps to ensure their safety and well-being, and that of anyone else in their group, while accessing our venues.
45. **It is the hirer's responsibility to ensure a Fire Warden and/or Floor Supervisor is appointed. These people must be familiar with and abide by the specific health and safety requirements of the venue including the evacuation plan, and be competent to action if the need arises. Management will inform hirers as to the required number of Fire Wardens required.**
46. All exit ways must be kept clear and visible at all times.

**This booking is not confirmed unless the hiring party signs this Terms & Conditions of Hire and returns it to Omokoroa Sports and Recreation Society.**

Organisation	Name of Authorised Person
Signature of Authorised Person	Date

***Your Name here indicates the acceptance of the terms and conditions of use of this venue and that you will be responsible for the hire.***

***If you have any questions regarding these terms, please discuss with the Facilities Manager/Bookings Officer.***