

**SUSTAINABLE SOUTH CANTERBURY TRUST
TERMS AND CONDITIONS OF HIRE
ECO CENTRE**

1. Introduction

The SSCT offers the Eco Centre “the Venue” as a venue for hire.

2. Facilities and Equipment

The following facilities and equipment are available at the Venue:

- Meeting room,
- Reception and Display,
- Chairs,
- Folding Tables,
- Leaners and Stools,
- AV Smart display- video conferencing,
- 75” TV,
- Kitchen facility, appliances, utensils and crockery,
- Toilet facilities,
- Carparking,
- EV Charging,
- Wheelchair accessibility,
- Loading bay.

3. Hire Agreement

This document outlines the terms and conditions that are to be read as part of a hire agreement for the Venue. This is to cover matters as part of the hire, including the health and safety of those attending to help ensure your event runs smoothly without disruption. Use of the Venue will not be permitted unless a hire agreement is signed by both parties and approved of by the SSCT with fees paid in advance of the hire.

4. Bookings

- Booking applications will be treated in order of receipt, however if conflicting applications are received, SSCT reserves the right to determine which Hirer shall be given use of the venue at its sole discretion.
- SSCT reserves the right to decline booking applications for any reason.
- Bookings are for a minimum of two hours.
- No booking shall be confirmed by the Hirer until the Hirer receives email or other electronic notification from SSCT that the booking is approved and payment of all Fees (and bond if required) is received.
- A Deposit may be required at the discretion of SSCT, depending on the proposed use of the venue.
- The Hirer must truthfully and accurately state the type of activity to be undertaken at the Venue and the number of users attending the Venue
- The Hirer is required to be present for the duration of the event.

5. Hours of Use

The nominal hours for hire are:

- 8am to 11pm, or as approved by SSCT.
- The Hirer must adhere to the confirmed hire period indicated on the Agreement.
- Set up and pack down time must be allowed for and included in the hire period.
- All persons in attendance must have vacated the Venue by the end of the hire period.
- Failure to comply with the agreed time period can incur additional charges and possible cancellations of future bookings.

6. Cancellation of Hire – Chargeable Bookings

- SSCT reserves the right to cancel any bookings at its sole discretion at any time without liability for any loss or additional costs incurred by the Hirer or payment of compensation to any party whatsoever. Fees or charges paid prior to the cancellation of the booking by SSCT will be refunded or credited to the Hirer.
- In the event the Hirer cancels a booking and terminates the Agreement, SSCT will refund the booking fees if already paid as follows:
 - Cancellation notice received more than 30 days prior to the event: 100% refund.
 - Cancellation notice received 7 days prior to the event: 50% refund.
 - Cancellation within 7 days of the event: NO REFUND.
- Should the Hirer wish to change their booking to an alternative date and time, they must advise SSCT as soon as possible prior to the proposed change. SSCT will give consideration to transferring the booking to the alternative date, but it may not be possible to accommodate the requested change.

7. Fees

- SSCT is a Charitable Trust and needs to charge fees to offset overhead costs for the venue. A differential scale for fees and charges is set by SSCT.
- All fees quoted at the time of making the booking are GST inclusive.
- All hire charges and other fees paid for the use of the venue shall be paid with the booking application in advance, unless otherwise arranged with SSCT.

Fees as of 1 September 2022 are:

Main Sponsor	No Charge
Community	No Charge - Koha
Organisations	\$15/hr -minimum 2hours
Private/Business	\$25/hr -minimum 2 hours
Bond if required	\$300

8. Additional Charges

The Hirer Agrees to:

- Report any damage or heavy wear and tear to equipment within 24 hours to SSCT.
- SSCT reserves the right to invoice the Hirer for any additional charges resulting from the Hirers use. In addition to the hire price paid at the time of the booking, the Hirer may also be charged for:
- Unsatisfactory standard of cleaning though out the Venue to ensure that it is ready for the next hirer.
 - Any damage or loss to the Venue including but not limited to keys, facility locks, equipment, furniture, tables, chairs or chattels caused during the hire period or through any breach of the Terms and Conditions in this Agreement.
 - Any theft of property from the Venue during the hire period.
 - Failure to abide to the agreed start time and finish time of hire.
 - Failure to remove items left at the Venue including rubbish and recycling from the Hirer.
 - Failure to secure the Venue after the agreed hire including doors, setting the alarm, windows, fire exits and gates including costs to be reimbursed for security service call out.
 - Any cost, losses or expenses that SSCT incur due to a breach of the Terms and Conditions.
 - Any emergency services call out or fire alarm activation attendance for a non-emergency situation.
 - A security fee may be applied to certain bookings at the discretion of SSCT.
 - A cleaning fee may be applied to certain bookings at the discretion of SSCT.

Summary of Additional Fees as of 1 September 2022 are:

Extra Cleaning	\$100/hr
Security Call out	\$150
Replacement Key	\$50
Non-Emergency Activation/Callout	Actual cost for services attending.

9. Prohibited

- Events and activities that pose a high health and safety risk to people and property.
- No smoking (including vaping) is permitted in any part of the Venue or within five metres of a doorway.
- No chewing gum in the Venue.
- No use of confetti or glitter.
- No decoration or scenery may be attached to or hung from the Venue unless approved by SSCT. Should decoration be essential to your activity, please discuss this when you make your booking enquiry.
- The Hirer shall ensure that no tacks, nails, glue, tape or adhesive materials are used on the interior of the venue. Please use the notice boards provided.
- No open fires, candles, smoke machines, naked flame barbecues or spits are to be used inside the Venue.
- SSCT reserves its right to approve or not the hire of the Venue where there is a higher potential risk for damage to occur. This includes 18th and 21st parties, stag/hen parties, etc.
- Access to the Venue office during the period of hire is not permitted.
- No overnight camping, or sleeping at the Venue is permitted.

10. Other Permits and Consents

- The Hirer shall ensure any Trading Licence if required for the trading of goods are valid for the event hire
- If required, the Hirer shall obtain and comply with any necessary approvals of any other permits and consents that may be required for their hire event.

11. Alcohol

- The sale of alcohol is not permitted.
- The Hirer may provide alcohol for events provided that this has been declared and agreed to by SSCT on the Agreement.
- BYO arrangements may be permitted for private events provided that this has been declared and agreed to by SSCT on the Agreement.

12. Occupancy numbers

- The maximum number of people permitted inside the Venue is 54.
- The Hirer shall provide details of expected numbers if outside areas are to be utilised.
- The Hirer shall provide additional portable toilet facilities if required by SSCT for a larger event.

13. Behaviour and Noise

- Behaviour of the Hirer and the attendees of the event must be respectful at all times.
- Activity/event noise is not to be excessive or disruptive to neighbours.
- Intoxicated unruly behaviour is not permitted.
- The Hirer must ensure immediate compliance with any instruction by SSCT or Noise Control Officers.
- That failure to comply with any instruction by SSCT or Noise Control will result in the Police being called to stop the event.

14. Key

- After receipt of payment for fees, the key to the site entry gates and Venue can be collected as advised by SSCT.
- The key is to be returned as advised by SSCT after the hire period has ended.

15. Site and Venue Entry

- The Hirer is responsible for opening the Venue unless already open by SSCT.
- The Hirer must enter the pin number to deactivate the alarm system, unless already deactivated by SSCT.
- The Hirer shall complete the pre-start checklist. It is the responsibility of the Hirer to inspect the Venue at the commencement of their allotted booking time to ensure its condition is safe and fit for the purpose of the hire. Any hazards are required to be immediately reported to SSCT.

16. Traffic Management and Site Parking

- Designated areas for parking are shown on the site map.
- For larger events, SSCT may require a traffic management plan and approval will be required to use areas other than the designated areas for parking.

17. SSCT Right of Entry

- Any SSCT member, staff or person acting on behalf of SSCT may enter the Venue at any time. SSCT reserves the right to have staff, or their representatives present at the event at any time.
- SSCT enables other parties to use the office space at the Venue. SSCT reserves the right for other parties to access the Venue office space at any time during the hired event.

18. Cleaning

- Limited cleaning items and rubbish bags are provided in the storage room and in the kitchen. The Hirer shall provide their own tea towels and additional items as required for their event.
- The oven, stove top, fridge, microwave and benchtops are to be left in a clean ready to use condition for the next user.
- If possible, the dishwasher is to be emptied prior to leaving the Venue. Advise SSCT if this has not been emptied.
- It is the responsibility of the Hirer to leave the Venue, and the surrounding grounds, in a clean and tidy state for the next user. This must be completed at the end of an event, unless prior arrangements have been made and agreed with SSCT.
- All rubbish and recyclable items generated from the activity/event including but not limited to catering materials, food, containers, glassware, boxes etc. is the Hirers' responsibility to remove from the Venue.
- Items may only be placed in collection bins onsite if approved by SSCT.
- Chairs and tables must be wiped down and returned their original location
- The toilets, kitchen area and floors shall be mopped if required.
- All SSCT provided cleaning materials/equipment is to be returned to the allocated cleaning storage areas in a clean condition.

19. Closedown and End of Hire Security

- The Hirer must complete the end of hire checklist:
 - All lights, heaters, stoves, taps and electrical appliances are to be turned off, except the fridge)
 - All people are to have left the Venue.
 - All windows and doors are closed and locked, including dropper latches on the double doors.
 - The alarm is set.
 - Gates are padlocked if exiting the Venue after 5pm.

20. Furniture

- All furniture is to be stacked and stored as indicated on the instructions present at the Venue.
- Furniture is not to be stacked/stored in any emergency exit point in any circumstance.

21. Storage

- There is no storage available for the Hirer's equipment unless approved by SSCT.
- SSCT reserves the right to request the Hirer to remove any item remaining at the facility where circumstances warrant.
- Items belonging to the Hirer are not to be located or placed in manner which impedes the Buildings Warrant of Fitness in any way, if they do, SSCT reserves the right for the removal of these items.
- SSCT is not responsible for any loss or damage to any item(s) left or stored by the Hirer.

22. Health & Safety at Work Act 2015

The Hirer agrees to:

- Complete the “Venue pre-use check” and health and safety register using the forms that are provided.
- Complete a hazard register and mitigation controls for any specific activities that the Hirer may be undertaking as part of their hire of the Venue. The Agreement may not be approved if high risk activities are proposed.
- Advise all participants of what to do in the event of an emergency at the start of the hire period.
- Be present for the duration of the hire event.
- Advise SSCT of any Health and Safety of any hazards or incidents occurring at the Venue.
- Seek clarification from SSCT if you do not understand these responsibilities.

23. First aid kit

- A first aid kit is provided in the kitchen. The hirer will advise if this has been used and what items will need replacing.

24. Fire/evacuation responsibilities

The Hirer agrees to:

- Read the procedure for evacuation in the Emergency Evacuation Procedure.
- Act as a Fire Warden during the hire period.
- Control and supervise facility emergency evacuation procedures.
- Ensure Emergency Exit Doors are kept clear at all times
- Ensure that no vehicles are parked in front of, or obstructs in any way the venues emergency exit/s
- Ensure that there is provision of a cell phone for emergency purposes.

25. Supervision of Minors

- The Hirer must ensure that all underage persons (16 and under) are supervised at all times. The Hirer must ensure there are a sufficient number of adults so that underage persons/children are closely supervised at all times.

26. Electrical Regulations

- The Hirer must ensure all cables/leads or other trip hazards are covered by safe, appropriate means, and ensure any mains or generator powered portable electrical equipment is used in conjunction with an RCD (Residual Current Device).
- If any part of the event is outdoors the Hirer must comply with the legal requirements of the Electrical Regulations covering outdoor venues.
- SSCT shall not accept any responsibility or claims for compensation of loss due to power failure at the Venue for whatever reason.

27. Structures & Ground Penetration

- Any ground penetration of any grass area (e.g. pegs, stakes, etc.) will require permission from SSCT. There may be underground services such as electricity or plumbing which can pose a risk.
- The erection of any structures and fittings is only permitted if approved by SSCT.

28. Failure to Comply

- Failure to comply with any of the above terms and conditions will render the Hirer liable for additional penalty or cost at the discretion of SSCT.

29. Notices

- Any notice required to be given under this Agreement between parties must be made in writing and may be personally delivered, posted or emailed to the addresses set out in the booking form or to such other addresses as agreed between the parties.

30. Force Majeure

- In the event SSCT is unable to perform or discharge its obligations under this Agreement by reason of any fire, flood, earthquake or similar catastrophic event, seismic activity, outbreak of state of emergency, act of God, warlike hostilities, an Act of Parliament, regulation or direction or any strike or industrial action or epidemic (together “Force Majeure Event”) which is beyond the reasonable control of SSCT, then SSCT’s rights and obligations shall be suspended and SSCT shall be relieved of its obligations during the Force Majeure Event, provided always that the dates and times for the Hire

and Hire Period shall not be varied or extended as a result of such Force Majeure Event, except with the written agreement of both parties.

- Where the Hire is cancelled or does not take place in accordance with this Agreement due to a Force Majeure Event then all payments already made by the Hirer will be returned to the Hirer as under the time and amounts under condition 6. To avoid doubt, if a Force Majeure Event occurs which means the Venue is no longer available for the Hire Period, this will be deemed to be a Force Majeure Event that affects SSCT's ability to perform its obligations.
- Subject to the above, SSCT will not be liable for any loss, damage, claim, liability or default due to a Force Majeure Event

31. No Waiver

- No waiver or any breach, or failure to enforce any provision of this Agreement at any time by either party shall in any way effect, limit or waive such party's right to enforce and compel strict compliance with the provisions of this Agreement.

32. Entire Agreement

- This Agreement, including each document or notice attached to this Agreement from time to time constitutes the entire Agreement, understanding and arrangement (express or implied) between the parties and supersedes all prior and contemporaneous communications and any prior agreements between the parties regarding a subject matter of this Agreement.

33. Severability

- If at any time any part of this Agreement is held by a court of competent jurisdiction to be unreasonable, illegal, invalid or unenforceable for any reason whatsoever, that term will be enforced to the maximum extent permissible so as to affect the parties' intent, and the remainder of the Agreement will continue in full force and effect.

34. Indemnity

- SSCT does not warrant or represent that the Venue is suitable for the event or the Hirer's specific purposes in holding the event, and the hirer acknowledges that the Hirer has relied on its own enquiries and judgement in selecting the Venue and entering into this Agreement.
- The Hirer acknowledges that the use of the Venue is at the Hirer's risk and agrees to indemnify SSCT from all claims, demands, damages, costs and expenses arising from the hire of the Venue and any condition in the hire Agreement.

35. Insurance

- SSCT does not undertake to arrange or maintain any insurance to cover property, contents or otherwise for the Venue or event to the benefit of the Hirer.
- The Hirer is responsible to arrange for and maintain any insurance cover they consider necessary and adequate for their hire of the Venue and any associated events. This includes any public liability insurance for medium-high risk events to protect the Hirer against claims made by third parties for damage to people or property.

36. Assignment

- The Hirer is not permitted to transfer a booking or sublet any part of the Venue or equipment without approval from SSCT.

37. Dispute

- The Hirer is required to submit in writing to SSCT the details of any dispute arising from the Hire Agreement.

38. Personal information

- Where SSCT collects any personal information in relation to the Hirer, the Hirer authorises the:
 - Collection of such personal information.
 - Use of such personal information for the purposes of enabling the Hirer to hire the Venue.
 - Disclosure of the personal information to such third parties as is necessary for the purposes of enabling SSCT to administer and manage the hire of the Venue by the hirer, including but not limited to recovery of any monies owed by the Hirer or costs incurred by SSCT pursuant to this agreement.

39. General conditions of use

- The Hirer must be a legal entity. SSCT reserves the right to ask for proof of legal identity. A legal entity is a registered group or an individual 18 years and older, who has capacity to:
 - enter into agreements or contracts,
 - assume obligations,
 - incur and pay debts,
 - sue and be sued in his/her own right,
 - be accountable for illegal activities.
- All statutory rules, regulations and bylaws in force must be observed and complied with by the Hirer.
- The Hirer is not permitted to allow any illegal activities to take place in or outside at the Venue during their hire period.
- It is the Hirer's responsibility to contact the NZ Police immediately if there are any safety concerns due to disorderly or illegal behaviour.
- Notwithstanding any other provision contained in this Agreement, SSCT may refuse admission to any person or require any person attending the Venue or event to leave the Venue at the sole discretion of any SSCT staff or their representative.
- All persons accepting this agreement shall be personally bound to abide by all Terms and Conditions contained in this Agreement and to fulfil all of the Hirers' obligations under this agreement.

40. Definitions

- SSCT means the Sustainable South Canterbury Trust.
- Hirer means the person(s) or legal entity named as Hirer in the Venue Agreement Form
- Agreement means the Eco Centre Venue Hire Agreement between the SSCT and the Hirer in regard to the Venue hire and includes the terms and conditions and other documents required under the terms and conditions, the application booking form relevant to the event, any other forms required the agreement and any correspondence with the Hirer.