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# HIRE AGREEMENT

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## HASTINGS SPORTS CENTRE INFORMATION PAGE

Thank you for making an enquiry about the Hastings Sports Centre situated at 503 Railway Road, Hastings. Some of the services that the Centre offers to user groups and individuals:

◆	<b>MAIN HALL</b>	A sports hall, approximately 900 square metres (35.3m long x 27.4m wide), with wooden floor marked out for badminton, basketball, netball, volleyball and tennis. (Capacity 1,000). [Height: 12m at apex, 7.5m at sides.]
◆	<b>FUNCTION ROOM</b>	A function room, approximately 130 square metres, with kitchen (complete with zip, fridge, oven and dishwasher) currently with seating for 50 people. (Capacity 115) Audio visual equipment and whiteboard also available.
◆	<b>MEETING ROOM 1</b>	A 12.8 by 3 metre meeting room - tables and chairs and whiteboards are provided. (Capacity 35)
◆	<b>TICKET OFFICE</b>	If required. Users are responsible for the arrangement of security for cash takings.
◆	<b>REFEREES ROOM</b>	A small lockable room, close to the main hall. Extra charge applies.
◆	<b>FIRST AID</b>	First Aid is the responsibility of Users however there is a hospital bed in the girls change room for emergencies.
◆	<b>KITCHEN/TUCK SHOP</b>	A downstairs facility with zip, fridge and stove, plus counter from which groups can run a snack shop.
◆	<b>LIFTS</b>	Disabled persons access to the main floor and first floor facilities.
◆	<b>GRANDSTAND</b>	Seating capacity of approximately 450 - 500.
◆	<b>CAR PARK</b>	Car parking for approximately 95 cars.
◆	<b>CHAIRS AND TABLES</b>	150 chairs and 10 trestle tables.
◆	<b>CROCKERY</b>	Limited crockery available for hire.
◆	<b>3 PHASE POWER</b>	5 pin 32 amp power available for functions.
◆	<b>BLEACHER SEATING</b>	4 banks of 5 tier seating – approximately 45 people per unit.
◆	<b>PHONE LINE</b>	For Radio Broadcasts from Grandstand and Function room.
◆	<b>DISPLAY EASELS</b>	Two 200 x 120 cm wooden boards.
◆	<b>SOUND SYSTEM</b>	Hand held radio microphone and sound system available

**Contact:** *Opal Taylor*  
**Hastings Sports Centre Manager**  
**Telephone: 0-6-878 0051**  
**Facsimile: 0-6-878 0053**

# CONDITIONS OF HIRE FOR THE HASTINGS SPORTS CENTRE

***The Hastings District Council will let the Hastings Sports Centre, subject to the following conditions.***

## **1.0 ADMINISTRATION**

The general administration of the Hastings Sports Centre will be vested in Council's Community Services Division and that this shall be exercised on behalf of the Division by the Hastings Sports Centre/Recreation Manager.

All instructions given to a hirer by the Management shall be complied with promptly and all officials of the organisation hiring the premises shall assist in seeing that such instructions are carried out.

The Hastings Sports Centre and grounds shall be let subject to provisions of the District Bylaws.

## **2.0 BOOKING PROCEDURE**

2.1 Applications for the hire of the Hastings Sports Centre shall be made to the Hastings Sports Centre/Recreation Manager, Hastings District Council, Private Bag 9002, Hastings.

2.2 Every person applying to hire the Sports Centre must at the time of making initial application provide a permanent address to which communications may be sent. If any communications from the Hastings District Council cannot be delivered to the hirer, owing to lack of notification of any change of address, the Hastings District Council will be free to cancel any pencil booking and reallocate to another applicant.

2.3(a) A booking for the Hastings Sports Centre may be pencilled in for not more than twenty one (21) days, after which the booking must be confirmed (by payment of the necessary bond), otherwise the Hastings District Council will be free to pencil it to any other applicant without notice.

*[Please note that to be eligible for discounts, all pencil bookings need to be confirmed in writing with all hireage fees paid (for casual bookings) a minimum of 10 days prior to the date of booking. Where discounts are not applicable and where a confirmation is late, resulting in the need to alter security and cleaning schedules, a late fee of \$25 + GST will be applied]*

If, during the said period of twenty one (21) days, another group makes an application to book the Sports Centre on the same day, the Hastings District Council will contact the initial applicant by telephone to let them know they have forty eight (48) hours to confirm their booking by payment of the bond. If, after forty eight (48) hours, the Hastings District Council has received no bond money, the booking will be forfeited and the time slot given to the alternative applicant.

The Hastings District Council shall not be responsible for any loss incurred as a result.

2.3(b) After a pencil booking has been confirmed as a result of another group wanting the same date, any subsequent cancellation of the booking will result in a loss of bond.

2.3(c) Users wishing to 'hold' week days, which are normally used by other regular hirers, for a major event eg week long schools tournament, will be required to pay a non-refundable \$30

holding fee at the time of pencil booking. [This fee will be deducted from the hireage fee if the event takes place, but will not be refunded if the event is cancelled at any time.]

- 2.4 All applications for the use of the Hastings Sports Centre shall be made in writing and a hireage form completed.
- 2.5 All regular and casual user groups are required to provide a bond which the Hastings District Council will hold until such time as the group discontinues use.  
A booking will be deemed confirmed on payment of the necessary bond. (This bond may be forfeited in the event that the booking is cancelled within ten (10) days of the booking date, and the Hastings District Council may require the hirer to meet the full hireage charges applicable.)
- 2.6 The bond will be refunded if no damage or extra cleaning is required as a result of the hireage to which it relates. In the event that repairs or undue cleaning is required, the bond will be forfeited in whole or in part at the discretion of the Hastings Sports Centre Manager. Should damage or extra cleaning be more than the bond, the extra will be charged to the user as an additional cost.
- 2.7 Hire charges are payable:
- (i) in full (payable to the Hastings District Council) ten (10) days prior to the booking date for all non regular hirer's.
  - (ii) by the 20th of the following month for all invoices to regular/seasonal hirers.

Failure to pay hireage fees may lead to loss of bookings and the unavailability of the Hastings Sports Centre for future bookings, until such time as hireage fees are paid. Hastings District Council shall not be responsible for any loss incurred as a result. Discounts for hours of usage will apply only to bookings confirmed in writing a minimum of 10 days in advance and to bookings where bills are paid ten (10) days in advance for casual bookings and by 20<sup>th</sup> following month for regular users.

- 2.8.1 All 'new' hirers wanting to become 'Regular' hirers will initially be placed on a 3 months trial, where all bookings will need to be paid in advance. Over this time security will be arranged for the unlocking and locking up of the facility at the hirers expense. After this period, if everything is satisfactory, a hirer will then be placed on the monthly invoicing key system.
- 2.9 Regular hirer's should nominate representatives to attend User Group meetings 2x per year to keep updated with any changes to the Hire Agreement, issues arising and to provide annual booking dates.
- 2.10 Hire charges are subject to change. Bookings are accepted without prejudice to future price changes and rates applying at date of use will be payable.
- 2.11 The Hastings District Council reserves the right at all times to use the Hastings Sports Centre and its surroundings on any day for any public or civic function (refer to Cancellation 3.3).
- 2.12 The Hastings District Council reserves the right to refuse any booking for whatever reason it may determine.
- 2.13 All hirers wishing to run a major event in the Sports Centre, requiring use of the back grass area, staging, the bringing of additional equipment into the Centre etc, must arrange a meeting with the Centre Manager a minimum of **one month** prior to their event, to discuss any additional requirements that may require resource consent.
- 2.14 Hirers whom are allocated keys for their bookings will receive individual alarm access codes. These codes may not be passed on for any other person without the prior knowledge of the Sports Centre Manager.

### **3.0 CANCELLATIONS & AMENDMENTS**

- 3.1 Ten (10) clear days notice in writing to the Hastings Sports Centre is required for all cancellations.

- 3.2 Failure to notify the Hastings Sports Centre Manager of a cancelled booking will result in loss of the bond and may result in the hirer being subject to the full payment of the rental for total cancellations. Partial cancellations (ie the cancellation of an add on area of the facility, such as the function room or meeting rooms but not the main hall) within the 10 day cancellation period, will result in a refund of the hireage fee less a \$50 administration fee per area.
- 3.3 The Hastings District Council reserves the right to cancel any booking. The Hastings District Council will refund to the hirer any monies previously paid to Hastings District Council in relation to the booking, and will communicate the cancellation to the hirer at the earliest opportunity with reasons for the cancellation.
- 3.4 Amendments to a confirmed booking will attract a charge at the following rate:
- (i) First amendment \$10
  - (ii) Second \$25:00
  - (iii) Third & Subsequent amendments will be charged at a rate of \$50:00

#### **4.0 KEYS**

- 4.1 Keys (if appropriate) will only be issued on receipt of payment for hall hireage.
- 4.2 Hirers are responsible for returning any keys they are allocated to the Hastings Sports Centre Manager, as directed.
- 4.3 Any key lost must be notified immediately to the Hastings Sports Centre Manager and any costs incurred for replacing keys and/or locks will be deducted from the bond.

#### **5.0 ALARM**

- 4.1 Regular approved hirers using the Sports Centre outside normal office hours will provide a 4 digit code to operate the alarm system.
- 4.2 Setting off the alarm will incur a call-out fee by Chubb Alarm Monitoring and will either be on charged to the hirer responsible or deducted from the bond.

#### **5.0 DAMAGE TO PROPERTY**

- 5.1 Hastings District Council will not in any way be responsible for any damage or loss of any property whatsoever placed within the Hastings Sports Centre or the surrounds by the hirer or by patrons.
- 5.2 The hirer will be held responsible for any loss or damage to the Hastings District Council's property (and any other user's property stored in the Centre) by patrons and performers, and will be required to pay the cost of any necessary replacements and/or repairs.
- 5.3 The Hastings District Council will not be responsible for any loss to the hirer through accident or failure of lighting, by earthquake or by any other unavoidable cause.
- 5.4 The use of nails, tacks, screws, **adhesive tapes**, extra line markings, or any other such fasteners shall be **strictly prohibited** within or outside the building, without the prior written consent of the Hastings Sports Centre Manager.
- 5.5 It will be necessary for any groups wishing to decorate the Hastings Sports Centre to first seek approval from the Hastings Sports Centre Manager. Under no circumstances are any decorations to be hung from the ceiling girders due to the fact that they are already at their maximum carrying capacity. At the completion of hireage any approved decorations are to be completely removed.

## 6.0 USE OF SPORTS CENTRE

- 6.1 The hirer will be responsible for the proper control of spectators, competitors and officials throughout the Hastings Sports Centre and its facilities.
- 6.2 The function room and associated kitchen, plus downstairs kitchen, tuck shop and ticket office are all available for use on application, and it will be the responsibility of the hirer to leave them in a clean and tidy condition at all times to the satisfaction of the Hastings Sports Centre Manager. (In the event of staff having to carry out extra cleaning after any booking, the hirer will be charged accordingly.)
- 6.3(a) Hirers will be responsible for picking up their rubbish, dry mopping debris off the main floor at the end of bookings and mopping up any spillages. **Debris is not to be mopped to the edges of the courts and left there.**  
Any extra cleaning costs resulting from a hirer failing to leave the Hastings Sports Centre in a tidy condition will be charged to the hirer accordingly. Cleaning equipment can be found in the Lights cupboard on the ground floor.
- 6.3(b) Hirers holding 'large' events within the Centre, will need to discuss their rubbish requirements with the Centre Manager. The Centre already supplies a number of bins around the venue that will be emptied by the cleaning staff each day, to cater for normal usage. However, for large events additional bins may be needed. Extra bins/skip can be obtained for users, with the cost of this service being on charged to the user, or groups can make their own arrangements. [The Hastings Sports Centre reserves the right to on charge for the removal of excessive amounts of rubbish, if this has not been discussed with the Centre Manager prior to the event]
- 6.3(c) Toilet paper dispensers will be full at the start of each large event. Any extra paper required will be the responsibility of the hirer.
- 6.4 All sports and other organisations hiring the Hastings Sports Centre facilities shall provide all their own equipment, except that already provided inside the Hastings Sports Centre buildings.
- 6.5 As a matter of courtesy to other users, all equipment belonging to the hirer must be removed from the Sports Centre at the end of the hire, unless special arrangements have been made with the Manager to collect at a later date. (Any 'extra' costs occurring as a result of equipment being left in the Sports Centre will be passed on to the hirer.)
- 6.6(a) If any equipment is to be stored within the Hastings Sports Centre or its surrounds, prior arrangements shall be made with the Hastings Sports Centre Manager, i.e. if equipment is being delivered or collected from the Sports Centre for a function, it must be removed during the hours of the booking unless prior arrangement has been made with the Manager. Failure to remove gear, inconveniencing cleaners/other users may result in loss of part/all of bond.
- 6.6(b) Any equipment that has not been booked by users is out of bounds. Users allowing members or spectators access to this equipment will be charged for any damages.
- 6.6(c) Users failing to return equipment to its exact storage space will be charged \$50 fee. This especially pertains to netball poles, big soccer goals and basketball hoops.  
Soccer goals must be returned and secured to trolleys and netball posts must be slid down to the wall to ensure safety of others.
- 6.7 Only approved rubber soled footwear will be permitted to be worn by those sports competitors using the Hastings Sports Centre (ie no black soled shoes - only non-marking sports shoes). For all social activities it is the responsibility of the hirer to see that no stiletto heeled shoes are worn on the main hall floor. (Any extra cleaning as a result of black marking shoes being used on the floor, will be charged to the hirer.)

- 6.8 The Manager will be based at the Hastings Sports Centre during the office hours of 8.30am - 5.00pm weekdays. Outside these hours (where keys are not provided) the Hastings Sports Centre will be unlocked and locked for users by nominated Hastings District Council representatives. Adherence to hours is thus required. Any costs incurred by Council due to unreasonable late vacation of the premises will be passed on to the hirer.
- 6.9 Normal hours of hire for the Hastings Sports Centre will be between 9.00am and 11.00pm. Any application for the hire of the Hastings Sports Centre outside these hours will require a specific application to the Hastings Sports Centre Manager.
- 6.10 An extension of hours to 12.30am shall be permitted provided that:
- (a) Such an extension of hours shall not be permitted on any two consecutive days, or on more than twenty six (26) single days in any one calendar year.
  - (b) The property shall be vacated by all persons using the building, whether as guests or as function organisers, by no later than 12.30am.
  - (c) No vehicles shall be parked between the building and the side and rear boundaries.
- 6.11 The facility has limited crockery for hire by arrangement with the Sports Centre Manager. It is the responsibility of the user to ensure that all items are left clean. Any loss, damage or extra cleaning will be charged to the user.
- 6.12 Should the hirer wish to provide seats or tables within the Hastings Sports Centre it will be necessary to ensure that all such furniture has adequate protection against damaging the floor.
- 6.13 Noise generated by any activity shall not substantially exceed the customary background levels expected within the area. Amplified music must not be audible outside the Hastings Sports Centre and any complaints/action taken as a result of noise, will be the responsibility of the hirer at the time of the complaint.
- 6.14 All organisations hiring the Hastings Sports Centre shall make available tickets or passes to the Manager or his/her nominee so that an inspection of the activities taking place can be carried out at any time if necessary.
- 6.15 The Hastings District Council reserves the right to hire the committee rooms to any club or organisation wishing to use these areas.
- 6.16 The hirer shall not sell any television or other rights or accept rents or royalties on any activities within the Hastings Sports Centre without first having made an agreement with the Hastings District Council to do so and on such terms and conditions as may be agreed to by the District Council.
- 6.17 Hirers are responsible for shutting windows, turning off all heaters and lights and securing the building (if allocated keys). Any costs incurred by the Hastings District Council as a result of the building not being secured properly will be passed on to the hirer.
- 6.18 The hirer shall not distribute 'stickers', promotional or otherwise, to spectators, competitors etc using the Sports Centre.
- 6.19 Hirers wishing to use the back grass area must seek approval in writing from the Sports Centre Manager, stating clearly what they want to use it for, what times people will be in the area and the time they will vacate this area each night of their booking. The Hastings District Council Scheme limits access to this area for functions, hence the need to make an application for use.

## **7.0 ALCOHOL, FOOD AND MERCHANDISE**

- 7.1 Any hirer wishing to sell alcoholic liquor shall first obtain the appropriate licence.
- 7.2 Any hirer wishing to sell food or merchandise or liquor, intoxicating or otherwise, will be required to obtain approval from the Hastings Sports Centre Manager. No person/s may take it upon themselves to vend at bookings or events of other hirers.
- 7.3 Any drinks or snack machines provided by management for users at the Hastings Sports Centre must be left on at all times and must not be covered or have 'out of order' signs attached to them to prevent legitimate use.
- 7.4 **No gum is to be chewed, eaten or sold in the Sports Centre.**
- 7.5 **No glass is to be taken on to the hall floor - drinks must be in cans or paper/plastic cups.**
- 7.6 **Any spillages of any or all substances on the floor must be mopped up at the time.**
- 7.7 Excessive rubbish, as a result of very large quantities of food and drink being consumed at a function, will either need to be removed by the hirer or the Sports Centre Manager can obtain extra bins, at the hirer's expense.

## **8.0 SMOKING**

- 8.1 **Smoking in all parts of the Hastings Sports Centre is strictly prohibited.**

## **9.0 HASTINGS SPORTS CENTRE CAPACITY**

- 9.1 The hirer shall ensure that admission to the Hastings Sports Centre is not granted to persons in excess of the authorised capacities for individual areas (see below) and shall not exceed a total occupancy for the building of 1,000 people.

Main Hall	1,000
Grandstand	450
Function Room	150
Meeting Room	40

Any requests to exceed these limits must be made in writing to the Manager, Community Services Division along with proposed hire evacuation procedures for the increased numbers.

- 9.2 The hirer shall ensure that all exits from the building remain unobstructed at all times.

## **10.0 SUBLETTING**

- 10.1 The hirer shall not sublet any part of the Hastings Sports Centre.

## **11.0 ADVERTISING**

- 11.1 Advertising publicity or club notices will be permitted only at the discretion of the Hastings Sports Centre Manager and are to be placed only on the notice boards provided.

## **12.0 MANAGER**

- 12.1 The Hastings Sports Centre Manager shall have full charge of the Hastings District Council's property in the building, and his/her request with regard to handling, treatment removal or replacing of such property shall be fully complied with by the hirer.



### 13.0 EVACUATION PROCEDURE

- 13.1 Attached to this Hire Agreement is the Hastings Sports Centre Evacuation Scheme which is a requirement of the Fire & Safety of Buildings Regulation Act 1992.

### 14.0 TELEPHONE

- 14.1 An event line is available at an extra cost.
- 14.2 Emergency mobile access is the responsibility of Users and should be part of each User groups safety plans.

### 15.0 HEALTH AND SAFETY REGULATIONS

- 15.1 The hirer will be responsible for ensuring that the following Health & Safety Regulations are adhered to by all those in the building at the time of hireage:

- (a) That the walkway around the wall of the main hall is out of bounds. (Individuals requiring to retrieve sports gear or hook up equipment should at all times use the ladder provided in the back storage area.)
- (b) That the fire hoses are for emergencies and should not be played with or used for cleaning.
- (c) That the function room balcony is potentially hazardous and at no time should anyone climb over the railing.
- (d) That all emergency exits are kept clear of obstacles at all times.
- (e) That exit doors are not locked, barred or blocked so as to prevent occupants from leaving the building, when the building is occupied.
- (f) That smoke control and fire stop doors are not kept open by methods other than the hold open devices that comply with the building code.
- (g) That stairways and passageways which are designed specifically for means of escape from fire are not used as places of storage or places where refuse is allowed to accumulate.

- 15.2 The hirer will be responsible for appointing a person or persons to be First Aider and Fire Wardens (see Procedures for Wardens) and ensure that the Fire Wardens know:

- (a) the location and use of the fire alarm,
- (b) the location and use of the fire fighting equipment,
- (c) the management of means of escape; and
- (d) how to implement the Evacuation Plan.

- 15.3 The hirer must inform the Sports Centre if they intend using smoke devices or any other such items that may cause the installed smoke alarms to go off. Isolation of smoke alarms will be an added expense to the hirer.

- 15.4 The hirer will be responsible for any expenses incurred should a false alarm be caused by tampering of the fire alarms during the course of their booking. The current charge for Fire Brigade false alarm callouts is \$ 1000. plus GST.

- 15.5 The hirer will be responsible for providing their own First Aid kit for their event.

- 15.6 If undertaking 'at risk' activities in the Sports Centre eg the use of 'Fire Torches', this will need to be discussed with the Centre Manager prior to the event and adequate public liability insurance will be required.

## **16.0 PEOPLE WITH DISABILITIES**

- 16.1 Any hirer with individuals with disabilities will fill out the Building Disabilities Register for disabled persons, located in the First Aid room, on every visit to the Hastings Sports Centre, as required by Fire & Safety Regulations.
- 16.2 Such hirers requiring the use of the lifts for people in their group with disabilities will ensure the lifts are only used by those who need to use them.
- 16.3 The hirer will be responsible for ensuring lift users know how to operate the lifts in case of emergency.

## **17.0 SECURITY**

- 17.1 After hours bookings will be monitored by Security.
- 17.2 Security will open and close the building for casual after-hours bookings, at the times specified by hirers on their booking form.
- 17.3 The hirer will be responsible for being at the Sports Centre on time, as Security will lock up the building after 10 - 15 minutes if no one turns up.
- 17.4 For security reasons, any after-hours calls re hireage of the Sports Centre need to be made by the person in charge of the booking, i.e. the individual who signed the Hireage Agreement.
- 17.5 Any costs incurred by Council, due to non-scheduled openings or closings of the Sports Centre, will be passed on to the hirer.

## BUILDING REGISTER FOR DISABLED PERSONS

*(photocopy as required)*

NAME OF BUILDING: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

The following persons have been identified as regular users of the building who would require assistance in the event of a fire evacuation:

DATE	DISABLED PERSON/NAME	FORM OF ASSISTANCE REQUIRED	PERSON ASSIGNED TO ASSIST

The following staff members have been assigned to assist, in the event of any evacuation, any persons whose names are not on the assistance register by reason of their being visitors to the building at the time of the evacuation:

DATE APPOINTED	PERSON(S) ASSIGNED TO ASSIST

**FLOOR WARDEN**

**HASTINGS SPORTS CENTRE**

**SENIOR WARDEN**

**HASTINGS SPORTS CENTRE**

## WEEKLY BUILDING REGISTER FOR DISABLED PERSONS

*(photocopy as required)*

NAME OF BUILDING: \_\_\_\_\_ ORGANISATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CO-ORDINATOR: \_\_\_\_\_

The following persons have been identified as regular users of the building who would require assistance in the event of a fire evacuation:

DISABLED PERSON'S NAME	FORM OF ASSISTANCE REQUIRED											

The following staff members have been assigned to assist, in the event of any evacuation, any persons whose names are not on the assistance register by reason of their being visitors to the building at the time of the evacuation:

PERSON(S) ASSIGNED TO ASSIST											