



**CONDITIONS OF HIRE**  
**Version 1.4**

### 1 RATES FOR COUNCIL LEISURE OR RECREATION FACILITIES

Council may from time to time make rules for any leisure or recreation facility relating to any or all of the following matters:

- (a) The control, management and use of the facility and associated property.
- (b) The hours during which the facility and any specified parts of the facility shall be open and the holidays, days and times upon which it will be closed.
- (c) The fees and charges payable for entry, or use of, the facility.
- (d) The maintenance of good order and conduct whilst persons are in, or on the facility.
- (e) The operation of the leisure or recreation facility to ensure the safety and health of persons in, on, or in the vicinity of the facility.
- (f) The closure of a leisure or recreation facility or part thereof or setting aside of part, or all of that facility for the exclusive use of individuals or groups.

The Manager of a leisure or recreation facility shall display and/or make available the rules that apply to any person using that facility.

### 2 HIRE

- 2.1 All private hire bookings are required to be booked and paid for no later than 3.30pm – Monday to Friday.

Booking is only confirmed once bond is received.

- 2.2 All bookings must be paid in full a minimum of 5 working days before hire date and time.

Failure to do so will result in the booking being cancelled.

- 2.3 All paperwork will be sent to the applicant by email on the day of enquiry. This must be returned completed within 48 hours

If no email details are available, the person must collect the paperwork and return completed within 48 hours

If no paperwork has been received after 48 hours, the booking will automatically lapse.

- 2.4 Upon request Council can retain bonds for future bookings

- 2.5 Council reserves the right to cancel, transfer or reallocate a booking. This is not done lightly and is usually for maintenance, repairs or an occasion of major importance. Council will make every effort to consult with the hirer
- 2.6 Overnight bookings will take precedent over casual bookings, especially during peak times

### **3 CANCELLATION OF BOOKINGS**

- 3.1 Booking cancellations must be advised ***no later than five working days*** before the hire date. Hirers will receive a full refund of any monies paid.
- 3.2 Hirers who cancel their booking ***less than five working days*** before the hire date will be charged 50% of the cost of hire. If the late cancellation was caused through circumstances beyond the control of the hirer, Council may, at its discretion, refund all, or part of the payment.
- 3.3 As much notice as possible will be given in such circumstances, but in many instances only limited prior warning is able to be given.

### **4 FEES AND CHARGES**

#### 4.1 Accommodation description

Max capacity – 60 beds

There are a total of 10 dormitory rooms with each room containing 3 bunks = 6 beds

Separated into three types of bookings for accommodation purposes:

**Small Occupancy** – minimum of 12 beds must be booked

**Shared Occupancy** – minimum of 30 beds must be booked

**Sole Occupancy** – entire facility of 60 beds booked

**Bookings by the room only – no individual beds booked out**

*Please note: The maximum limit permitted to sleep in each dorm is 6 people only. Any hirer who attempts to exceed this number is in breach of these hire conditions and the code of compliance for the facility.*

#### 4.2 Casual bookings (hourly rate)

Casual bookings are suitable for short periods (workshops and meetings etc.). Access is only granted to the main hall, kitchen and toilet facilities.

No access to the dormitories/bunk rooms permitted.

**Please note: Overnight bookings will take precedent over casual bookings. Council will endeavour to offer an alternative venue if a casual booking is overridden by an overnight booking.**

**Casual bookings during peak times will not be confirmed until 5 days before hire date, this to allow for overnight bookings to take precedent.**

### Fees and booking structure

#### **Firmin Lodge priority statement**

Council acknowledges that many different groups will wish to hire this facility, which at times will be for short period casual bookings.

**The main priority of the Lodge is as an accommodation facility for small to large group bookings.**

As groups looking for accommodation will in general wish to access the facility for weekend stays (peak), we are unable to guarantee any casual bookings between Friday-Sunday.

A casual booking may be permitted during peak times but not fully confirmed until 5 days out of the hire date. If an accommodation enquiry is received at a time you have a casual booking in place, Council will give precedence to the accommodation booking.

In these circumstances another venue will be offered or an alternative date agreed.

## Options

<u>BOOKING TYPE</u> -	<u>DESCRIPTION</u>	<u>FEE</u> <u>(GST incl.)</u>	<u>DISCOUNT</u>	<u>PEAK/OFF PEAK</u> <i>(see below)</i>
<b>Casual Booking</b> (No Overnights)	Main Hall (with toilets) and kitchen access at an hourly rate	\$40 per hour	<b>Yes</b>  50% if the <a href="#">Discount Criteria</a> is met	<b>ALL YEAR</b>  Overnight stays will take precedent  and we will offer an alternative venue if an overnight booking occurs
<b>Small Occupancy</b> (Overnight stays)	Minimum - two dorms booked  Additional rooms may be added  Different groups may share the facility	\$300  or equivalent to \$25 per bed	<b>Yes</b>  Three consecutive nights – fourth night free  Book 4 dorms your booking becomes Shared Occupancy - see next	<b>OFF PEAK</b>  or at the discretion of the facility owner during peak times
<b>Shared Occupancy</b> (Overnight stays)	Up to two separate groups sharing the facility  50/50 30 beds (per group)  Additional rooms may be added @ \$150 per room  One group could occupy 50% of the facility (on their own) but another group can be added if a booking enquiry is received.	Night 1 = \$550 Night 2 = \$550 Night 3 = \$550 Night 4 = FREE  Or equivalent to \$18.33 per bed per night for 30 beds	<b>Yes</b>  4 dorms (24 beds) plus a main hall 'parent' room (6 beds) for free  Book three consecutive nights – <b>night 4 free</b>  <i>If you book 4 nights, the cost is \$13.75 per bed per night</i>	<b>PEAK AND OFF PEAK</b>
<b>Sole Occupancy</b> (Overnight stays)	Total access to the entire facility, no other user groups permitted in the facility.  60 beds (10 dorms)	Night 1 = \$960 Night 2 = \$800 Night 3 = \$800 Night 4 = FREE	<b>Yes</b>  Night 1 (\$16 per bed) Night 2 (\$13.30 per bed) Night 2 (\$13.30 per bed)  Book 3 consecutive nights – <b>night 4 free</b>  <i>If you book 4 nights the overall cost is \$10.66 per bed per night</i>	<b>PEAK AND OFF PEAK</b>

Please note: The above fee structure is an introductory offer

## Bond

A refundable bond of \$500.00 is payable prior to the hire of the facility for any **overnight stays**.

A refundable bond of \$200.00 is payable prior to the hire of the facility for **casual bookings**, with no overnight stay.

The bond payable at Firmin Lodge will be refunded when the facility is left clean and tidy, free from damage and all the hire conditions have been met.

## Discount Criteria

A 50% discount will apply to **casual bookings** only (hourly bookings), if the hirer is non-profit making, Kawerau based and the event meets one of the following criteria:

The event or booking intention:

- i. Supports opportunities for entertainment and for building a sense of community
- ii. Encourages the use of community amenities
- iii. Creates opportunities for education and betterment for all Kawerau people
- iv. Creates opportunities for building self-esteem – for feeling good about themselves and others
- v. Provides them with places where they can socialise, recuperate, relax and engage in mental and physical exercise.
- vi. Specifically targets students, the unemployed, the elderly or those suffering injury or poor health and the impaired

<u>Peak</u>	<u>Off Peak</u>
Long weekends Weekends Oct 1 – March 31	Midweek (all year) Weekends April 1 – Sept 30

**Please note: Weekends are defined as of 14.00 hrs on a Friday.**

**Council has the right to decline small occupancy bookings and casual bookings during peak periods.**

## **5 UNPAID MONEY – FIRMIN LODGE**

No hirer of any Firmin Lodge or associated equipment, who owes any money to Council in connection with that hire, shall be permitted to hire any facility or equipment until all such charges have been paid in full.

## **6 NON SMOKING**

All Council facilities are **non-smoking** environments.

This includes all Parks and Reserves.

## **7 SUB-LETTING**

Sub-letting of facilities without the prior approval of Council is not permitted.

## **8 KEYS**

The facilities will be opened and closed by Council's custodian between 8.00am and 5.00pm, Monday to Friday. The custodian is Mrs Shandi Williams, her contact number is 027 487 2943.

For access after-hours, a Contractor or other Council staff member will open and close the facility. No keys will be issued to casual users.

For overnight stays a designated person from your group will be issued one key to access the lodge.

Each dormitory/bunk room booked will also be issued one key based on the quantity of dorms booked.

All keys are valued at \$50 per key. The loss and non-return of any keys will result in \$50 per key being deducted from the bond.

## **9 USE**

9.1 Firmin Lodge must only be used for the time and purpose approved by Council and must not be used in an offensive or illegal manner. Users must at all times comply with the statutes, bylaws, regulations or other written directions of Council.

9.2 The New Zealand Police and Fire Service have right of entry at all times.

9.3 No pets are permitted inside the lodge.

9.4 No ball games permitted inside the lodge.

9.5 No food or drink is to be consumed or stored in the dormitories/bunk rooms.

9.6 Alcohol consumption is permitted to a responsible level only, however, careful observation of our alcohol/drug policy should be applied:

- a) The lodge is not a venue for heavy drinking, partying and creating excessive noise until the early hours of the morning.
- b) There are many residents situated nearby and hirers should show courtesy to these residents. Any complaints made by local residents may result in your group receiving a life ban to hire Firmin Lodge.
- c) You must remove all of your recycling from the facility on departure.
- d) No alcohol is to be consumed in the dormitories/bunk rooms.

- e) Loud noise after 22.00hrs is not acceptable; respect the other hirer's privacy and sleep. The walls are not soundproof.
- f) The lodge is a family venue with all ages potentially present. Profane language is not appreciated, nor necessary.
- g) The lodge is situated on a passive Council reserve. Members of the public will regularly walk and exercise close by and children may be playing on the reserve. You are in the public eye and negative behaviour will NOT go unnoticed and could result in serious or potentially legal ramifications.
- h) Council security personnel WILL do random site checks each evening; any negative, drunken, lude, offensive, noisy, anti-social, violent, intimidating, destructive and aggressive behaviour will be reported back to Council. This will result in a certain loss of your refundable bond and the inability to hire the facility again in the future.
- i) Hirers intending to sell or supply alcohol as part of their event/hireage will be required to obtain a Special Licence through Council.

## **10 LOSS OR DAMAGE TO COUNCIL PROPERTY**

- 10.1 The hirer of Firmin Lodge or associated equipment shall be responsible for any loss or damage to the facility or equipment and for any loss or damage to any other equipment that was available for use in the facility that occurred during the period of the hire.
- 10.2 Any damage must be reported to the Custodian.

## **11 SAFETY REQUIREMENTS – APPOINTMENT OF FIRE WARDENS/SAFETY OFFICERS**

- 11.1 Nominated Safety Officers/Fire Wardens must be appointed by all hirers who use Firmin Lodge. These officers/wardens must be on site for the duration of the hire (refer "*Fire, Safety and Evacuation of Buildings Regulations 1992*").
- 11.2 At the time of hire, the hirer will be issued with armbands, which are to be worn by the nominated Safety Officers/Fire Wardens throughout the term of the hire and the relevant Evacuation manual. The hirer will also be advised of the number of officers required which is dependent upon the number of people using the facility.
- 11.3 Safety Officers/Fire Wardens need to read and be familiar with the Fire Evacuation Plan, which is located in the main entrances of the facilities, near the fire alarm.
- 11.4 In the event of an emergency, the Safety Officers/Fire Wardens are responsible for the evacuation of the premises. They are required to note/action the following prior to facility's usage:
  - The location of all EXIT doors in the facility
  - Ensure all EXIT and EMERGENCY LIGHTS are operating
  - Switch on the EXIT light when the facility is in use
  - Ensure that all EXITS are kept clear and the doors are operating efficiently before the facility is used



- Note the location of all auxiliary fire fighting equipment within the building
- Carry out an inspection after the audience has left the premises

11.5 Full information relating to the New Zealand Standards is available from the Council if required.

## 12 FOOD HYGIENE REQUIREMENTS

12.1 In order to comply with the Food Hygiene Regulations 1974 when using these Firmin Lodge the following points must be noted and complied with:

12.1.1 Perishable food must be kept at 5°C.

12.1.2 The fridge must be turned on at least 45 minutes before it is used.

12.2 A walk-in refrigerator is available at the lodge for your use. Please observe the following guidelines:

12.2.1 Food in fridges must be covered to prevent cross contamination.

12.2.2 Food handlers must wear clean clothes and smocks or aprons.

12.2.3 Clothes or personal items shall be stored in designated areas.

12.2.4 People preparing food need to change out of street clothes into food handling clothes.

12.2.5 Regular hand washing is essential. Gloves are not required. If worn, it is essential that the same pair used for handling food is not also used for handling money.

12.2.6 No smoking in the kitchen at any time

12.2.8 No animals are allowed on the premises.

12.2.9 Cutting boards used for food preparation must be free from cracks and crevices. Use the correct colour boards for specific foods; a safety poster is available in the lodge kitchen.

## 13 CLEANING

13.1 Hirers are required to clean the premises after a stay of one or more nights as follows prior to checking out: *(Brooms are situated in the storeroom near the walk in chiller)*

- Wipe down all used tables in main hall
- Sweep main hall floor
- Sweep kitchen floor
- Wipe down all kitchen surfaces
- Ensure all crockery, utensils, cooking equipment and cutlery are washed and returned to correct cupboards/storage areas

**Please note: On departure; a contract cleaner will undergo a full clean of the dormitories/bunk rooms, corridors, toilets, main hall, reception and ablutions.**

**However, excessive or an unreasonable level of cleaning required; may result in a part or full loss of bond.**

- 13.2 It is expected that during a stay of one or more nights in Firmin Lodge, the hirer must ensure the facility is kept to a clean and hygienic standard; as found on arrival.
- 13.3 All rubbish must be removed from inside the facility and surrounds. A yellow lid wheelie bin is available for use and should be placed outside the front of the building on departure. Rubbish collection take place on Tuesdays.
- 13.4 Recycling (bottles, card, plastics and cans) and excessive rubbish (exceeding the capacity of the provided wheelie bin) must be taken off the premise by the hirer.

The Kawerau landfill and recycling centre is situated off River Road on Transfer Station Road. Open every day (except Christmas Day) between midday and 16.00hrs.



## 14 TABLES & CHAIRS

Tables and chairs are available in the facility for use. The hiring of tables and chairs is not permitted for individual use outside of the facilities.

## 15 INSPECTION

Council staff, or its nominated agents, may at any time inspect the premises and may not be denied access.

## 16 INSURANCE

Council will insure the building against loss, damage or destruction by fire and other risks.

## 17 SECURITY

- 17.1 The hirer is encouraged to ensure there is adequate security when holding an event or extended occupancy. It is strongly suggested the Police are notified prior to an event.

Maori Wardens are also able to assist. Maori Wardens contact person is Alex Walker, 021 0296 1577.

Kawerau Community Patrol may also be able to assist, Wendy Peri is the contact person, 027 230 5124.

- 17.2 It is the hirer's responsibility during any hire period to ensure the facility is secure. Please contact the Police on 111 in the event of a situation of concern.

- 17.3 Before vacating the premises, all exit doors and windows must be closed and locked.

17.4 Before vacating the premises, check to ensure that no person remains on the premises and that all lights are turned off.

## **18 COUNCIL REDRESS**

17.1 Council reserves the right to refuse to let the premises to the hirer if the hirer does not abide by the hire conditions.

18.2 Council reserves the right, without redress by the applicant, to refuse all applications, or any particular application for the hire of the premises.

18.3 All conditions are subject to amendment by Council, or by staff under delegated authority, without notice.

## **18 USE OF FIRMIN FIELD AND SURROUNDING RESERVE**

18.1 Approval is for recreational use only and does not include the authority to erect tents or any other structures, or to make holes of any sort in the turf.

*Any marquee over the size of 100m<sup>2</sup> will require a building consent from Council.*

18.2 Additional approval is required for the erection of any structure. Hirers need to liaise with the Parks & Reserve Officer if they wish to mow the grassed areas.

18.3 **EQUIPMENT** – means any tools or apparatus under the ownership or control of Council that is available for hire or use in, or on, a leisure or recreation facility.

## **19 ERECTION OF EQUIPMENT**

19.1 The provision of goal posts or other items of equipment for a sport is the sole responsibility of the organisation renting the lodge and reserve.

19.2 No heavy equipment or vehicles shall be used on Firmin Field and surrounding reserves without the approval of Council.

19.3 The use of steel pegs to secure equipment in the ground is not encouraged. If pegs are required, plastic pegs are preferred. Council staff should be notified of their location and hirers may need to liaise with the Parks & Reserve Officer for major events, to ensure sprinkler system and mowing equipment is not damaged.

## **20 MAJOR EVENTS/TOURNAMENTS**

Hirers must notify Council staff to discuss details of any large event, so that additional ground preparations can be carried out and any other special arrangements attended to before the event.

## **21 GROUND DAMAGE**

Ground damage is the hirer's responsibility. The cost of repairing any damage caused by the hirer will be charged to the hirer.

## **22 IRRIGATION**

- 22.1 It is often necessary for Council to irrigate reserves. Efforts will be made to co-ordinate irrigation to avoid clashing with a known lodge hireage. Irrigation may cause some inconvenience at times, but irrigation equipment is not to be removed under any circumstances.
- 22.2 Underground irrigation has been installed at Firmin Field. If problems arise because of irrigation, they should be reported to Council staff, or if it is outside normal office hours, to the Duty Supervisor. The number for both of these is 306 9009.

## **23 DAMAGE AND CLAIMS**

- 23.1 Please report any damage of Firmin Lodge to Council staff immediately.
- a. The hirer will be responsible for all damage occurring during the hirer's use.
  - b. The use of the lodge is at the hirer's risk. Council shall not be liable for personal injury or claim.

## **24 NON COMPLIANCE**

Non-compliance with any of the conditions of hire jeopardises future hire.

## **25 COUNCIL REDRESS**

- 25.1 Council reserves the right, where a hirer leaves Firmin Lodge in an unsatisfactory state and/or fails to abide by any of the conditions of hire, to refuse to let the facility and reserve to the hirer in the future.
- a. Council reserves the right, without redress to refuse all, or any particular application for the hire of a facility, reserve and/or sports field.
  - b. The conditions of hire are subject to amendment without future notice.

## **26 UNAUTHORISED TAKING OF ANY ITEM OR EQUIPMENT**

Any person who unlawfully takes, or attempts to take any item or equipment from Firmin Lodge and any person who knowingly pledges, pawns, sells or attempts to sell, purchase or advance money on any such item or equipment shall, in addition to any other offence of which such Person may be guilty, be in breach of the Kawerau District Council General Bylaw: Part 13 – Leisure and Recreational Facilities.