



CONDITIONS OF HIRE
Version 1.5

CONDITIONS OF HIRE FOR FIRMIN LODGE

Index

HIRERS

1	GENERAL CONDITIONS	Page 2
2	VENUE USE	Page 2
3	HEALTH & SAFETY INDUCTION	Page 3
4	USE OF FIRMIN FIELD & SURROUNDING RESERVE	Page 4
5	CLEANING	Page 4
6	RUBBISH & RECYCLING	Page 4
7	KEYS	Page 4
8	SMOKEFREE POLICY	Page 5
9	DAMAGE	Page 5

COUNCIL

10	GENERAL TERMS	Page 5
11	INSURANCE	Page 6
12	EXPULSION OF OFFENDERS	Page 6
13	COUNCIL PROPERTY	Page 6
14	LIABILITY	Page 7
15	COUNCIL REDRESS	Page 7
16	NON-COMPLIANCE	Page 7
17	PRIVACY POLICY	Page 7

BOOKING TERMS

18	FEES & CHARGES	Page 8
19	REFUNDABLE BOND	Page 8
20	NON-REFUNDABLE DEPOSIT	Page 9
21	PAYMENT	Page 9
22	BOOKING CANCELLATIONS	Page 9

FAQ

Page 10

HIRERS

1. GENERAL CONDITIONS

- 1.1 The hirer must be over 18 years of age.
- 1.2 The hirer must provide a description of the type of event being held at the venue. Hirers must adhere to this event description if a booking is confirmed.
- 1.3 The hirer must provide start and finish times for their booking. Hirers must adhere to these times if a booking is confirmed.
- 1.4 No hirer of Firmin Lodge or any associated equipment, who owes any money to Council in connection with that hire, shall be permitted to hire any Council venue or equipment until all such charges have been paid in full.
- 1.5 All statutory rules, regulations and bylaws applying to the venue and/or event shall be strictly observed by the hirer including but not limited to; the 'Health and Safety at Work Act 2015', the 'Smokefree Environments Act 1990' and 'Smokefree Environments and Regulated Products (Vaping) Amendment Act 2020', the 'Fire, Safety and Evacuation of Buildings Regulations 1992', the 'Food Hygiene Regulations 1974', and the 'Sale and Supply of Alcohol Act 2012'.

2. VENUE USE

- 2.1 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. Hirers must at all times comply with the statutes, bylaws, regulations or other written directions of Council.
- 2.2 Council, The New Zealand Police and Fire Service have right of entry at all times.
- 2.3 No animals, excepting official guide dogs, are permitted inside the lodge.
- 2.4 No ball games are permitted inside the lodge.
- 2.5 No food or drink is to be consumed or stored in the dormitories/bunk rooms.
- 2.6 Alcohol consumption is permitted to a responsible level only, however, careful observation of our alcohol/drug policy should be applied.
- 2.7 Firmin Lodge is not a venue for heavy drinking, partying or creating excessive noise.
- 2.8 There are many residents situated nearby and hirers should show courtesy to these residents. Any complaints made by local residents may result in the hirer receiving a life ban to hire Firmin Lodge.
- 2.9 Loud noise after 22.00hrs is not permitted.
- 2.10 Firmin Lodge is a family venue with all ages potentially present.

- 2.11 Firmin 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. Hirers are in the public eye and negative behaviour will not go unnoticed, and could result in serious or potentially legal ramifications.
- 2.12 Council security personnel will do random site checks each evening. Any negative, drunken, lude, offensive, noisy, anti-social, violent, intimidating, destructive or aggressive behaviour will be reported back to Council. This may result in a loss of the refundable bond and the inability to hire any Council venue in the future.
- 2.13 Hirers intending to sell or supply alcohol as part of their event/hire are required to obtain a Special Licence through Council.
- 2.14 No open flames permitted inside the venue at any time.
- 2.15 The hirer shall not construct or erect any rigging, scaffolding or other temporary structure or suspend any object or thing from the ceiling or walls of the venue without obtaining prior written approval from Council.
- 2.16 Decorations must be approved by Council before being installed in the venue. Any approved decorations are to be completely removed by the hirer as part of the pack-out.
- 2.17 Hirers must remove all rubbish and recycling from the venue prior to departure.
- 2.18 The hirer shall ensure that no vehicle obstructs access or egress routes in any way, or contravenes any restricted parking signs.
- 2.19 Council cannot guarantee parking availability as it is limited at all venues.
- 2.20 Hirers must not use any non-Council electrical equipment unless it has up-to-date safety certification. The hirer will be liable for any cost incurred by Council as a result of breaching this requirement.
- 2.21 Sub-letting the venue without the prior approval of Council is not permitted.

3. HEALTH AND SAFETY INDUCTION

- 3.1 A Health and Safety Induction must be completed by the person or persons that will be in charge and on site for the duration of each booking.
- 3.2 Access to the venue will not be permitted for any member of any group until a Health and Safety Induction has been completed by the designated person(/s) for that group.
- 3.3 Hirers must abide by all conditions and instructions in the Health and Safety Induction.
- 3.4 Council regularly updates the contents of the Health and Safety Induction. Hirers that have previously completed a Health and Safety Induction may be required to complete another one for future bookings.
- 3.5 Failure to complete the Health and Safety Induction will result in cancellation of the booking.

3.6 The Health and Safety Induction is subject to amendment without notice.

4. USE OF FIRMIN FIELD & SURROUNDING RESERVE

- 4.1 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.
- 4.2 Additional approval is required for the erection of any structure.
- 4.3 Any marquee over the size of 100m² will require a building consent from Council.

Please note that Firmin Field has separate Terms & Conditions.

5. CLEANING

- 5.1 Hirers must ensure the venue is kept to a reasonably clean and hygienic standard for the duration of the hire period.
- 5.2 Before departure, hirers must undergo a full clean of the kitchen and BBQ (if used during the booking).
- 5.3 After departure a contract cleaner will undergo a full clean of the dormitories/bunk rooms, corridors, toilets, main hall, reception and ablutions. Excessive or an unreasonable level of cleaning may result in a full or partial loss of the hirer's bond.
- 5.4 Council will provide; toilet rolls, hand soap, paper towels in the kitchen, and detergent and rinse aid for the dishwasher. Hirers must provide any other cleaning products, as needed.

6. RUBBISH AND RECYCLING

- 6.1 Hirers must remove all rubbish and recycling from inside the venue and surrounds.
- 6.2 Day only hirers (no accommodation) must remove all of their rubbish and recycling from the venue.
- 6.3 Accommodation hirers may place **rubbish only** in the skip provided. Once the skip is full the hirer becomes responsible for removal of any additional rubbish items. Overfilling the skip and/or leaving rubbish on site is not permitted. **Recycling** must be removed from the venue and disposed of by the hirer in a responsible manner.

7. KEYS

- 7.1 The venue will be opened and closed by Council's Contractor or other Council staff member. No keys will be issued for 'day only' bookings.
- 7.2 For accommodation bookings a designated person from your group will be issued one key to access Firmin Lodge upon completion of the Health and Safety Induction.
- 7.3 Upon request, the hirer can also be issued one key for each dormitory/bunk room.

- 7.4 The loss, damage, or non-return of any keys will result in \$50 per key being deducted from the bond.

8. SMOKEFREE POLICY

- 8.1 All Council venues, parks and reserves are non-smoking areas. This includes the area surrounding Firmin Lodge, the patio area, car park, and Firmin Field.
- 8.2 Guests of Firmin Lodge must move to the public road at Waterhouse Street if they wish to smoke.
- 8.3 Vaping is not permitted anywhere within Firmin Lodge or the surrounding car park and public reserve.

9. DAMAGE

- 9.1 The hirer of Firmin Lodge or associated equipment shall be responsible for any loss or damage to the venue or equipment and for any loss or damage to any other equipment that was available for use in the venue that occurred during the period of the hire.
- 9.2 Any loss or damage to Council property must be reported immediately to Council.
- 9.3 The hirer will be responsible for ensuring that the venue is kept secure at all times during the hire period. Any costs incurred by Council as a result of the venue not being secured properly will be passed on to the hirer.
- 9.4 Council may require the hirer to provide security staff or additional security measures for their event where any unexpected or heightened risks are identified or perceived by Council (acting reasonably) in relation to the event.

COUNCIL

10. GENERAL TERMS

- 10.1 Council may from time to time make rules for any leisure or recreation venue relating to any or all of the following matters:
- (a) The control, management and use of the venue and associated property.
 - (b) The hours during which the venue and any specified parts of the venue 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 venue.
 - (d) The maintenance of good order and conduct whilst persons are in, on, or in the vicinity of the venue.
 - (e) The operation of the leisure or recreation venue to ensure the safety and health of persons in, on, or in the vicinity of the venue.
 - (f) The closure of a leisure or recreation venue or part thereof or setting aside of part, or all of that venue for the exclusive use of individuals or groups.
- 10.2 Council reserves the right to request proof of identification before accepting a booking.
- 10.3 Council reserves the right to refuse to let the premises to the hirer if the hirer does not abide by the Conditions of Hire.

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

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

10.6 Council reserves the right to cancel, transfer or reallocate a booking. This is not done lightly and is usually for (but not limited to) maintenance, emergencies or an occasion of major importance. Council will endeavour to consult with the hirer and provide as much notice as possible. In some instances, only limited notice is possible.

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

11.INSURANCE

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

12.EXPULSION OF OFFENDERS

12.1 Any member of Council staff working at, on, or in the vicinity of any leisure recreation venue, may require any person to leave that venue, reserve or sports field whom:

- Is not using the venue for the purpose for which it is intended, or
- Behaves in a disorderly manner, or
- Contravenes any rule applying to that venue.

12.2 Refusal on the part of the person to leave as instructed will constitute an offence against Kawerau District council General Bylaw: Part 13 – Leisure and Recreation Facilities 2010.

12.3 Where a person is required to leave a leisure or recreation venue, that person may be excluded from that venue for a period of time.

13.COUNCIL PROPERTY

13.1 The hirer of Firmin Lodge or associated equipment shall be responsible for any loss or damage to the venue or equipment and for any loss or damage to any other equipment that was available for use in the venue that occurred during the hire period or as a result of the hirer's use of the venue or associated equipment.

13.2 Mattresses are not to be removed from the beds under any circumstances.

13.3 The soft furnishings provided for the hirer's use must not be moved outside of the building at any time.

13.4 The chairs and tables provided for the hirer's use may be used on the patio area outside the venue in suitable weather conditions only, and must not be left unattended at any time.

13.5 The chairs and tables provided for the hirer's use must not be removed from the venue at any time.

13.6 The kitchenware provided for the hirer's use must not be removed from the venue at any time.

13.7 Any loss or damage to Council property must be reported immediately to Council.

13.8 Any person whom 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.

14. LIABILITY

14.1 Nothing in this agreement is intended to limit or modify any rights that the hirer may have under the Consumer Guarantees Act.

14.2 Council will not be liable for the loss of, or damage to, any of the hirer's property or any third party's property in or around the venue. Any equipment/property brought into the venue is at the hirer's own risk.

15. COUNCIL REDRESS

15.1 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 venue and/or reserve to the hirer in the future.

16. NON-COMPLIANCE

16.1 Non-compliance with any of the Conditions of Hire may result in a full/partial loss of the bond, and may jeopardise future hire of any Council venue.

17. PRIVACY POLICY

17.1 Where the Council collects any personal information in relation to the hirer, the hirer authorizes the:

- (i) collection of such personal information.
- (ii) use of such personal information for the purposes of enabling the hirer to hire the venue and for Council to perform this agreement.
- (iii) disclosure of the personal information by Council and/or Council's staff under delegated authority to such third parties as is necessary for the purposes of enabling Council and/or Council's staff under delegated authority to administer and manage the hire of the venue by the hirer, and to perform this agreement, including but not limited to recovery of any monies owed by the hirer under this agreement.

17.2 Personal information will be held by Council in accordance with the Privacy Act 2020. Should a hirer wish to access or request correction of any personal information held by Council, he/she/they should contact the Council on 07 306 9009 or email: kaweraudc@kaweraudc.govt.nz

BOOKING TERMS

18.FEES AND CHARGES

<u>BOOKING TYPE</u>	<u>DESCRIPTION</u>	<u>FEE</u> <u>(GST incl.)</u>
Day Booking (No Accommodation) Please note: Accommodation bookings take precedence over day bookings. Day bookings on weekends may not be accepted. Day bookings may be cancelled in favour of accommodation bookings.	Main Hall – includes toilets and kitchen Seated dining for up to 130 people Maximum capacity 196 people (seated without tables) A \$200.00 non-refundable deposit is required to confirm the booking	HIRE FEE \$335.00 REFUNDABLE BOND \$200.00
Accommodation	Main Hall – includes toilets and kitchen Seated dining for up to 130 people Maximum capacity 196 people (seated without tables) <hr/> 10 Dorm Rooms – Maximum Occupancy 60 people Bedding not included A \$500.00 non-refundable deposit is required to confirm the booking	HIRE FEE NIGHT ONE \$1180.00 EACH ADDITIONAL NIGHT \$975.00 REFUNDABLE BOND \$500.00

19.REFUNDABLE BOND

- 19.1 A Bond Refund Form must be completed by the hirer for Council to refund any amount due to the hirer.
- 19.2 The bond payable at Firmin Lodge will be refunded if the venue is left clean and tidy, free from damage, all the Conditions of Hire have been met, and the required form has been received by Council.
- 19.3 Council may invoice the hirer for any damages or additional charges resulting from the hirer's use of the venue. Any applicable costs will be deducted from the bond and any shortfall will constitute a debt immediately payable to Council.

19.4 Council will endeavour to pay bond refunds in line with our fortnightly payment schedule, dependent upon all the above criteria being met. Council provides no guarantees regarding the timeframe in which a bond refund will be processed.

19.5 Upon request Council can retain bonds for future bookings.

20. NON-REFUNDABLE DEPOSIT

20.1 For accommodation bookings a non-refundable deposit of \$500.00 is required to confirm each booking.

20.2 For day bookings (no accommodation) a non-refundable deposit of \$200.00 is required to confirm each booking.

20.3 The non-refundable deposit is allocated against the hire fees charged for the booking. It is not additional to the hire fees. ***Please note that the refundable bond is an additional charge and is not the same charge as the non-refundable deposit.**

21. PAYMENT

21.1 The hirer will be sent an invoice for the full amount payable to Council in relation to the booking. The full amount is due, at the latest, 28 days prior to the start of the hire period. Failure to pay the full amount by the due date will result in the booking being cancelled.

21.2 Upon receipt of the invoice, the hirer is required to immediately pay the non-refundable deposit. A booking is not confirmed until Council has received the non-refundable deposit.

21.3 Short notice booking enquiries received within the 28 day period prior to the start of the hire period will require immediate confirmation and payment of the full amount. Please note that short notice bookings may be declined if there is insufficient time for Council to follow the booking process.

22. BOOKING CANCELLATIONS

22.1 Booking cancellations must be advised **no later than 28 days** before the start of the hire period. Hirers will receive a full refund of any monies paid, minus the non-refundable deposit.

22.2 If the hirer cancels the booking **no later than 28 days** before the start of the hire period, the non-refundable deposit may be transferrable to a Firmin Lodge booking at another time (dependent upon availability of the venue and the Conditions of Hire being met).

22.3 If a late-notice cancellation was caused by circumstances beyond the control of the hirer, Council may, at its discretion, refund all, or part of the payment.

22.4 Bookings that are cancelled by Council for reasons other than a breach of the Conditions of Hire by the hirer will receive a full refund of all monies paid, including the non-refundable deposit. This is not done lightly and is usually for (but not limited to) maintenance, emergencies or an occasion of major importance.

FAQ

Q. Do I have to clean the venue after my booking?

Hirers must clean the kitchen (leave it as they found it). Hirers must provide their own cleaning products.

Hirers must clean the BBQ if they use it.

Everything else will be cleaned by our contract cleaners after the booking. Hirers must keep the venue in a reasonable state of cleanliness during the booking.

Excessive or an unreasonable level of cleaning may result in a full or partial loss of bond. Please talk to us if you would like to discuss cleaning requirements in more detail.

Q. When will my booking be confirmed?

When Council has sent you an invoice and your non-refundable deposit has been received by Council.

Q. Is the bond the same as the deposit?

No. Your invoice will show the hire fees and the bond separately.

The non-refundable deposit is a part-payment of the hire fees.

Q. How do I pay for my booking?

- You can pay by cash or eftpos at Council's reception desk, 1 Ranfurly Court, KAWERAU.
- You can pay via credit card through our website here:
<https://www.kaweraudc.govt.nz/services/pay-it-online/pay-sundry-invoice>
- Or you can pay via internet transfer to the account number on the bottom of your invoice.

All forms of payment will be easier if you have your invoice number ready.

Q. Do I have to share the venue with another group?

No.

Q. Can I book per bed/per dorm?

No. Firmin Lodge is for group accommodation. Accommodation bookings are for the entire venue (60 beds).

Q. Can I host a public event at Firmin Lodge?

Yes. We encourage community events and may be able to offer support. Please register your event with Kawerau District Council and talk to us if you would like to know more.

Q. What is a Special License and how do I get one?

Please follow this [link](#) or contact Council on 07 306 9009 for more information.

Q. How many people can I invite to Firmin Lodge?

Maximum capacity for accommodation = 60 people

Maximum capacity for seated dining = 130 people

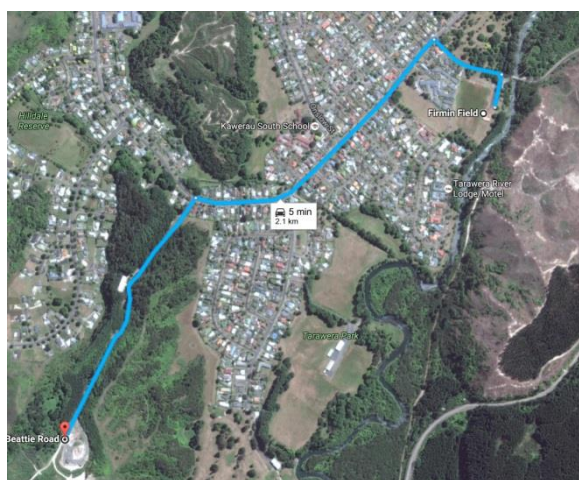
Maximum capacity standing room = 196 people

Please talk to us if your numbers exceed maximum capacity. Additional facilities may be available.

Q. How many car parks are available for my guests?

There is a free public car park at Firmin Lodge. Firmin Field can be used for additional parking by prior arrangement only. Please talk to us if you would like to know more.

Q. Where can I dispose of recycling and rubbish locally?



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.

In this Agreement, unless the context otherwise requires:

Agreement means the agreement between Council and the Hirer in regards to the Event and Venue and includes these General Terms and Conditions, the application/booking form relevant to the Event, any attachments to this Agreement, and any confirmation letters/emails from Council.

Venue means the Council owned/operated venue identified in the application/booking form.

Council means Kawerau District Council.

Event means the purpose for which the Venue is hired as described in the application/booking form.

Hire Charges means the fee charged for the hire of the Venue as specified in the application/booking form.

Hirer means the person(s) or legal entity named as Hirer in the application/booking form relevant to the Event.

Hire Period means that period during which the Hirer will hire the Venue as specified in the application/booking form.

KAWERAU DISTRICT COUNCIL, PRIVATE BAG 1004, KAWERAU 3169
TELEPHONE: (07) 306 9009 EMAIL: KAWERAUDC@KAWERAUDC.GOV.NZ