

1.0 Introduction

- 1.1 Buckland Community Centre Incorporated (BCCI) offers an affordable venue for you and your family, sporting team, community group, school, or organisation to hire and enjoy. Our venue has two large wooden-floored halls complete with a stage and kitchen
- 1.2 The following Terms and Conditions of Hire have been developed to ensure your event runs smoothly with minimal disruption. These Terms and Conditions should be read in full. By making a payment to BCCI for the Buckland Hall hire you will be deemed to have accepted these Terms and Conditions of Hire.
- 1.3 Please retain a copy of these Terms and Conditions of Hire for your reference ensuring that you are aware of the responsibilities of hire.
- 1.4 This document supersedes all previous documents relating to the terms and conditions for hire of the Buckland Hall.
- 1.5 Your booking is not confirmed until you have accepted the Terms and Conditions of hire. For casual hirers, receipt of full payment must also be received to confirm the booking. Question of our acceptance as well needs to be considered
- 1.6 **By accepting this Agreement, I warrant and confirm that:**
I have read and understood the full Terms and Conditions of hire, I am at least 18 years old and have the authority to accept this agreement, and I understand and accept that the information provided for my booking may be shared with the NZ Police. Question of Alcohol being available and designated person responsible?

2.0 General conditions of use

- 2.1 All Hirers must be a legal entity. BCCI reserves the right to ask for proof of legal entity. A legal entity is a registered group or individual who has capacity to:
- 2.1.1 enter into agreements or contracts
 - 2.1.2 assume obligations
 - 2.1.3 incur and pay debts
 - 2.1.4 sue and be sued in its own right
 - 2.1.5 be accountable for illegal activities
- 2.2 The person who makes the booking (or the legal entity's representative as notified to BCCI) is required to be present for the duration of the hire period.
- 2.3 The capacity of the Buckland Hall (230 people as stated on the website displaying details of the venue) must not be exceeded at any time. It is the Hirer's responsibility to understand the capacity and ensure it is not exceeded.
- 2.4 The Buckland Hall is designed for general use. The hirer must consider the suitability for their intended purpose when making a booking.
- 2.5 No animals are permitted in the Buckland Hall, other than guide dogs for the visually impaired, registered companion animals or official animals of the NZ Police (except in the case of animal shows and exhibitions but subject to compliance laws).
- 2.6 The hirer must not allow any illegal activities to take place in or outside the Buckland Hall during the hire period. All statutory rules, regulation and bylaws in force shall be strictly observed by the hirer.

- 2.7 The hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, responsible for all children 10 years of age and under.
- 2.8 Notwithstanding any other provision contained in this Agreement, BCCI may refuse admission to any person or require any person attending the Event to leave the Buckland Hall at the sole discretion of any BCCI Committee member or official representative.
- 2.9 Nothing in this agreement creates a landlord – tenant relationship between parties.
- 2.10 All persons signing or accepting this agreement online (whether as an individual Hirer, or director or other authorised signatory of another legal entity) shall be bound personally to abide by all of the terms and conditions contained in this agreement and to fulfil all of the hirer's obligations under this agreement as a principal debtor.

3.0 Bookings

- 3.1 Bookings are to be for a minimum of one hour.
- 3.2 The hirer must precisely state the type of activity and event to take place and use the Buckland Hall only for that purpose.
- 3.3 If you need to change your booking within 5 days to your booked date you must contact BCCI on 09 ----- . It may not be possible for BCCI to accommodate all requested changes.
- 3.4 Change of a booking day is considered as a cancellation of the booking as a whole.
- 3.5 Cancellation rules apply to all amended bookings that result in a different time period, except for the extension of bookings.
- 3.6 Set up and pack down time must be included in the hire period.
- 3.7 The hirer shall ensure that all persons have vacated the Buckland Hall by the end of the hire period.
- 3.8 BCCI reserves the right to have staff present at the Buckland Hall at any time during the hire period.
- 3.9 The Hirer must adhere strictly to the confirmed Hire Period. Failure to do so will incur additional charges and possible cancellation of any future booking(s).

4.0 Payment

- 4.1 All fees and charges quoted at the time of booking are current at that time and are subject to change. BCCI review and set fees and charges for the Buckland Hall annually and such fees and charges to take effect on 1st July each year. The fees are published on the BCCI website: www.bucklandhall.nz
- 4.2 Buckland Hall is not registered for GST
- 4.3 Hirers who have a regular booking are invoiced monthly in advance with payment due on 1st of the month invoiced.

- 4.4 One off Hirers are required to pay as follows:
- 4.4.1 A non-refundable booking fee is payable at time of placing online booking
 - 4.4.2 50% of the balance payable (after deduction of booking fee) within 3 working days of the invoice
 - 4.4.3 Final 50% balance payable 1 month before event
 - 4.4.4 If the event is within 1 month 100% is due within 3 working days
 - 4.4.5 Failure to pay on-time will result in the booking cancellation
- 4.5 The Hirer shall be liable for the payment of all amounts owing to BCCI pursuant to this Agreement, whether or not the services of BCCI are supplied to the Hirer, or to some other person, firm or corporate body at the Hirer's request, and notwithstanding that the Hirer may have incurred all or any part of that indebtedness as agent for any other person, firm or corporate body.
- 4.6 If payment is not made in 14 days, the outstanding amount will be a debt due to BCCI and may be referred to a debt collection agency or other duly authorized agent of BCCI for collection. In addition, BCCI may at its discretion and without prejudice to its other remedies:
- 4.6.1 Suspend for such period and subject to such terms as BCCI in its discretion determines any entitlement to credit given to the Hirer pursuant to this Agreement.
 - 4.6.2 To the extent permitted by law, refrain from supplying any further services or goods to the Hirer until the Hirer has discharged all outstanding indebtedness to BCCI.

5.0 Additional charges

- 5.1 BCCI reserves the right to invoice the Hirer for any additional charges resulting from Hirers use. In addition to the Venue Hire Price quoted at the time of booking, the Hirer may be charged for:
- 5.1.1 Any damage to the Buckland Hall caused during the Hire Period or through any breach of the Terms and Conditions in this Agreement.
 - 5.1.2 Any theft of BCCI property from the Buckland Hall during the Hire Period.
 - 5.1.3 Any extra cleaning, rubbish removal, repair or reinstatement of the Buckland Hall which BCCI considers is required after the Event.
 - 5.1.4 Any costs, losses or expenses that BCCI incurs due to any breach of the terms and conditions outlined in this agreement.
 - 5.1.5 Any unreturned key(s).
 - 5.1.6 Any emergency services call out or if a fire alarm is set off other than for an emergency, BCCI reserves the right to impose an additional fee of up to \$1500+GST and hold the Hirer liable for that amount.
 - 5.1.7 BCCI noise control units sent to the Buckland Hall during the Event.
 - 5.1.8 Any unauthorized overstay, which will be charged at double the hourly rate.
- 5.2 The hirer will upon demand pay all of BCCI's reasonable expenses, debt collection fees and legal costs (on a solicitor/agent/client basis) in relation to the collection of all overdue moneys

6.0 Cancellation of hire

- 6.1 In the event that the hirer terminates this agreement (including by notifying BCCI that it wishes to cancel any booking), BCCI will refund the venue hire price as follows:
- 6.1.1 Refund less a penalty fee of the lesser of \$15 or 25% of the venue hire price
 - 6.1.2 Within 30 days prior to the Event – 50% of the total hire fee
 - 6.1.3 Within 14 days prior to the Event –25% of the total hire fee
 - 6.1.4 Within 7 days prior to the Event – no refund

- 6.2 If the Hirer cancels more than one booking, penalty fees apply to each cancelled booking.
- 6.3 Any refund due will be made to the account quoted on the booking form.
- 6.5 BCCI may terminate any booking(s), any event and/or this agreement in its sole discretion if it considers:
- 6.5.1 the event will, or might, contravene any statute, order, regulation, bylaw, rule of law or any other requirements of a public or local authority, or otherwise be in breach of this agreement; or
 - 6.5.2 that the management or control of the event is deficient.
 - 6.5.3 the event will involve alcohol and the booking was made within 20 working days prior to the date of the event.
- 6.6 BCCI reserves the right to cancel booking(s) where circumstances so warrant. These may include, but are not limited to, emergency situations and adverse environmental/weather conditions.
- 6.7 BCCI shall be entitled to suspend or cancel all or any part of this agreement, in addition to its other rights and remedies, in any of the following circumstances:
- 6.8 Payment by the hirer:
- 6.8.1 Online non-refundable booking fee – by credit card
 - 6.8.2 Balance of hire – by direct bank transfer only
- 6.9 Upon cancellation of this agreement under or (e) and (g) above the venue hire price will not be refunded and all indebtedness of the hirer to BCCI hereunder shall become immediately due and payable.
- 7.0 Cleaning, rubbish and lock-up**
- 7.1 The Hirer is responsible for ensuring that the hired space is left clean and ready for the next user. Full details of the hirer's responsibilities are found in the Information For Hirers which is included on the website and separately provided at the time the booking is processed.
- 7.2 In the event that a Cleaning Service fee has been charged, the Hirer is not responsible for:
- 7.2.1 cleaning, sweeping and sanitising the toilets
 - 7.2.2 vacuuming, sweeping, and mopping the floors
- 7.3 A Hirer who has paid for Cleaning Services is still required to:
- 7.3.1 wiping down benches, stoves, and sinks
 - 7.3.2 clean tables and chairs and any other utensils used
 - 7.3.3 return all tables and chairs to designated storage areas
 - 7.3.4 remove all decorations
 - 7.3.5 clean any excess spillage on the floors
 - 7.3.6 pack, bag and remove all visible rubbish off site.
- 7.4 Hirers are required to bring their own garbage bags for the rubbish. Some cleaning materials are available but the Hirer is responsible to ensure adequate supplies.
- 7.5 The Hirer must remove all rubbish off site at the end of the Event and must leave the Buckland Hall and all equipment and furnishings in the Buckland Hall, including car parks in good, clean and tidy order. Additional charges will be incurred if rubbish is not removed off-site.

- 7.6 A strict three-strike policy applies for cleaning and rubbish removal each Financial Year. A Hirer will receive a warning if it does not leave the hired space clean and ready for the next user. On the third occurrence warranting a warning, the Hirer will be removed from the Buckland Hall, any future bookings will be cancelled, and the Hirer will not be allowed to book any BCCI The Buckland Hall for the remainder of the Financial Year.
- 7.7 The Hirer must secure the Buckland Hall after the hire period, in particular:
- 7.7.1 Switch off all electrical appliances, lights, heaters and stoves
 - 7.7.2 Ensure that all windows and doors are secure
 - 7.7.3 Ensure that there are no unauthorised persons are in the space
 - 7.7.4 Ensure that the alarm is set and activated (where applicable)
- 7.8 If a key was issued, the hirer must leave this in the designated space inside the hall. If removed, an additional charge may be levied.

8.0 Insurance

- 8.1 BCCI does not undertake to arrange for or maintain any insurance cover, property, contents or otherwise, for the Buckland Hall or the Event for the benefit of the hirer.
- 8.2 The hirer is responsible to arrange for and maintain any insurance cover they consider necessary and adequate. That includes any public liability insurance cover which is required for medium to high-risk events to protect the Hirer against claims made by third parties for damage to people or assets.

9.0 Alcohol

- 9.1 It is the hirer's responsibility to check current guidelines and information about liquor licensing, please visit Auckland Council website: aucklandcouncil.govt.nz. The hirer will comply with all alcohol requirements, restrictions, or guidelines
- 9.2 All bookings with alcohol must be made 20 working days prior to the event date. BCCI reserves the right to not accept or cancel any bookings with alcohol that are made within 20 working days.
- 9.3 Hirer must comply with the below host responsibilities as contained within the Buckland Hall Alcohol Agreement which must be completed and returned to BCCI no later than 7 days prior to the Event. The Alcohol Agreement can be found on the website and will be customised and issued to the hirer at the point the booking is processed.
- 9.6 No alcohol can be taken outside the venue.

10.0 Liability

- 10.1 The Hirer will indemnify BCCI, its employees or agents against all claims, demands, losses, damages, costs, and expenses arising from the Hirer's use of the Buckland Hall or any breach of this Agreement.
- 10.2 BCCI is not responsible for the loss of or damage to any of the Hirer's property in or around the Buckland Hall. Any equipment/property left in the Buckland Hall is at the Hirer's own risk.
- 10.3 BCCI does not warrant that the Buckland Hall is suitable for the Event.

- 10.4 BCCI is not liable for any loss or expense that the Hirer incurs if BCCI is not able to make the Buckland Hall available to the Hirer as a result of fire, flood, earthquake, failure or other unavailability of any building services or other event beyond BCCI's reasonable control.
- 10.5 To the extent permitted by law and without limiting any of the Hirer's rights under the Consumer Guarantees Act 1993, BCCI shall not be liable to the Hirer for any loss arising under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise. The maximum amount of BCCI liability under or in relation to this Agreement for any loss, damage, claim or expense is limited to an amount equal to the Venue Hire Price.
- 10.6 It is the hirer's responsibility to ensure that the requirements of the Health and Safety at Work Act 2015, the Smoke-free Environments Act 1990, and the Sale and Supply of Alcohol Act 2012 as they apply to the hirer's intended use of the Buckland Hall are met.

11.0 Health and Safety

- 11.1 The Hirer must ensure that access and egress for residents, businesses or emergency vehicles are available at all times and that the public is not duly inconvenienced by the Event. This includes public and private access ways that must be kept clear at all times.
- 11.2 It is the Hirers responsibility to make themselves familiar with the evacuation procedure in case of fire at the Buckland Hall, and to ensure that all emergency exits are clear and free of any obstacles including tables and chairs when leaving the venue
- 11.3 In case of fire at the Buckland Hall, the Hirer must ensure the evacuation procedure is followed immediately and fire emergency response is notified.
- 11.4 The Hirer is responsible to appoint and instruct a fire warden for the Hire Period. The assigned fire warden must ensure that all emergency exits are checked twice at the start of the Hire Period and at least once during the Hire Period. This includes ensuring there is no interference with smoke detectors, fire extinguishers and emergency exits.
- 11.5 Any hazard a Hirer may encounter either as a result of any activity or physical condition must be reported immediately to the relevant emergency response and to BCCI by calling
- 11.6 It is the responsibility of the Hirer to provide first aid supplies.
- 11.7 The hirer is responsible for ensuring that the general public does not have access to the Buckland Hall, including the toilets, during the hire period.
- 11.8 By entering into this agreement, the hirer warrants and confirms to comply with any legislation and orders in relation to COVID-19 and abide by all rules and directives published and updated by the government from time to time at <https://covid19.govt.nz/>.

12.0 Introduction and access to The Buckland Hall

- 12.1 It is the hirer's responsibility to make themselves familiar with the Buckland Hall, in particular:
- 12.1.1 Make sure it is safe and fit for the purpose of the hire.
 - 12.1.2 Cleaning requirements on completion of the Hire Period.
 - 12.1.3 Layout, available space, and equipment provided.
 - 12.1.4 Equipment packing and storing.
 - 12.1.5 Where tables and chairs should be stacked.
 - 12.1.6 Fire Warden duties, including emergency evacuation procedures.
 - 12.1.7 Security and lock up procedures.
 - 12.1.8 The capacity of the Buckland Hall.

12.2 BCCI will provide access to the hirer at the time stipulated for the event to commence.

13.0 Noise, neighbours and music

13.1 In organising and staging the event, please consider the interests of the Buckland Hall's neighbours.

13.2 Noise levels must be kept to an acceptable level at all times. Failure to reduce noise levels at the request of a Council official or the police will result in the Event being stopped.

13.3 A strict three-strike policy applies in respect of noise levels for each Financial Year. A Hirer will receive a warning if its noise levels are higher than the specified limits. On the third breach of noise levels, the Hirer will be removed from the Buckland Hall, the Event and future bookings will be cancelled, and the Hirer will not be allowed to book any the Buckland Hall for the remainder of the Financial Year.

13.4 If commercial recorded music is used in the Buckland Hall, it is the responsibility of the Hirer to comply with all copyright requirements.

13.5 All music or amplified sound must comply to the conditions stated in the Information for Hirers.

14.0 Parking

14.1 The Hirer shall ensure that no vehicle obstructs access in any way or contravenes any restricted parking signs.

14.2 BCCI cannot guarantee parking availability around the Buckland Hall.

15.0 Indoor sporting activities

15.1 The Buckland Hall is limited in the type of indoor sporting activities that can be accommodated therefore the hirer must discuss with BCCI which sports can be reasonably play indoors.

16.0 Furniture and equipment

16.1 Hirers are responsible for setting up, cleaning and packing away any furniture and equipment used during their Hire Period. All furniture must be returned to designated storage area, ensuring that all fire exits are left clear at all times.

16.2 Furniture and equipment in the Buckland Hall are approximate numbers only and may vary. Tables and chairs are provided but a specific number is not guaranteed. BCCI reserves the right to remove or replace furniture at the Buckland Hall as it deems necessary. If the Hirer requires additional furniture and equipment to what is available, then it is the Hirer's responsibility to organise.

16.3 It is the Hirer's responsibility to ensure that all furniture brought in externally for an Event, is removed by the end of the Hire Period.

16.4 The hirer must not remove or permit the removal of any furniture, equipment or other contents from the Buckland Hall.

- 16.5 BCCI reserves the right to remove and if not claimed, dispose of any equipment or furniture left in the Buckland Hall after the Hire Period.
- 16.6 BCCI does not take responsibility for the loss or damage to any equipment, furniture or personal item left in the Buckland Hall.
- 16.7 Furniture and equipment must be carried, not dragged on the floor.
- 16.8 All electrical equipment brought in by Hirers must display the current tag that identifies it has been tested and tagged by a qualified technician. This is an BCCI regulation and any electrical equipment found in the Buckland Hall that is not tagged, will be removed.

17.0 Miscellaneous matters

- 17.1 The Hirer must take proper care of the Buckland Hall and ensure that no damage occurs.
- 17.2 The Hirer must not use nails, tacks, screws, pins or any other instrument that will cause damage to the wall surfaces, furnishings, floors and ceiling surfaces. 3M tape is permitted to hang decorations from the walls.
- 17.3 There is a piano in the Buckland Hall, the Hirer must ensure this is not moved. Piano will be tuned once a year. The hirer is responsible for any additional tuning.
- 17.4 The Hirer must not use any of the Community Facilities' equipment, fixtures, fittings, heating, or ventilation systems other than for the Event and that equipment's intended purpose.
- 17.5 No substance shall be deposited in toilets, sinks or drains that will cause blockage or damage.
- 17.6 Lighting with a naked flame is not permitted in the Buckland Hall. Ballroom powder, confetti or glitter and smoke machines are not permitted in the Buckland Hall.
- 17.7 Kitchen facilities must not be used to prepare food for sale.
- 17.8 Bouncy castle are permitted inside the Buckland Hall on the following conditions:
 - 17.8.1 They are hired from The Fun Team in Pukekohe
 - 17.8.2 The Terms and Conditions and Specific Instructions to Users provided by The Fun Team are strictly adhered to at all times.
- 17.9 The Buckland Hall is smoke free - including smoke machines unless agreed at the time of booking.
- 17.10 No food or drink is to be consumed in any part of the Buckland Hall where it is prohibited.
- 17.11 Any damage to the building, artwork, exhibit, furniture fitting, fixture or chattel within the Buckland Hall must be reported immediately to BCCI by calling
- 17.12 It is the responsibility of the hirer to make sure all interested parties (decorators, caterers etc) are made aware of the terms and conditions.

18.0 Storage hire

- 18.1 BCCI can allocate storage space for regular hirers.
- 18.2 BCCI is not responsible for any loss or damage to any item(s) left in or stored in the Buckland Hall by the hirer.
- 18.3 BCCI does not provide any insurance cover for loss or damage to property of the hirer or that of any visitor to the Buckland Hall.
- 18.4 BCCI reserves the right to cancel storage allocation where circumstances so warrant. A minimum of four weeks' notice will be provided to the hirer

19.0 Definitions

- 19.1 In this Agreement, unless the context otherwise requires:
 - 19.1.1 **Agreement** means the agreement between BCCI and the Hirer in regards to the Event at the Buckland Hall and includes these terms and conditions, any booking form (paper or electronic) and any confirmation letters/emails from BCCI;
 - 19.1.2 **Buckland Hall** means the venue and its facilities identified in the booking form (paper or electronic) that forms part of this Agreement;
 - 19.1.3 **Event** means the purpose for which the Buckland Hall is hired as described in the booking form (paper or electronic) that forms part of this Agreement;
 - 19.1.4 **Hire fee** is the fee charged for use of the Buckland Hall for an Event;
 - 19.1.5 **Hirer** means the person(s) or legal entity named as the Hirer in the booking form (paper or electronic) that forms part of this in this Agreement;
 - 19.1.6 **Hire period** is the agreed time for which the Buckland Hall is hired and includes any set-up and pack-down time and cleaning time after the Event.
 - 19.1.7 **BCCI** means the manager of the Buckland Hall.
 - 19.1.8 **Special function service fee** means the fee charged for a booking that alcohol and/or food is served at the Buckland Hall or requested by the hirer.