



DEVONPORT COMMUNITY HOUSE

32 Clarence Street, Devonport Ph 4453068 email info@devonportcomhouse.co.nz

Devonport Community House Hire Agreement Form

This Contract is between Devonport Community House Incorporated and

Hirer's Name:

The Hirer agrees that he/she is responsible for all parties involved with the agreed upon session. If there is an individual involved in the session who does not agree to the terms of this agreement the Hirer assumes responsibility for any liability.

E-mail

Hirer's Address:

Hirer's Phone Number:

Mobile

Nature of Activity

Booking Commences- Date & Time:

Booking Ends -Date & Time:

Last date of Contract (if long term contract)

Type of Rental *

Not for Profit Commercial Community Free Event Birthday Party

Rental Incl GST (See website for costs)

Total of Hire \$

Please note a refundable Bond of \$100 is required prior to a private event. See Section 17

Office Use: Key Number (If issued)

Please provide a copy of your Health and Safety Policy- (Regular Users) Section 13

Please Acknowledge Section 17 - Payment Section (Signature)

Please Acknowledge Section 19 School Holidays (regular hirers only) (Signature)

AGREEMENT TERMS & CONDITIONS

BOOKING AND RENTAL

Hirers must complete the Devonport Community House Agreement in full and sign a hard copy of this agreement. Any changes to contact details must be advised to the Community House Office. Rental charges are revised annually by the Devonport Community House Incorporated Committee.

2. ATTENDANCE REPORTING

Auckland Council requires a record to be made of the number of people attending each session. This includes facilitators, visitors and viewing audience. Go to the Hirer page to use the link for User Attendance or email info@devonportcomhouse.co.nz This should be done daily, after the activity, or monthly by the 25th of each month. For one-off hirers email your numbers as soon as possible the end of the session.

3. RESTRICTIONS ON USE OF BUILDING

On Fridays and Saturdays the Community House must be vacated by midnight, on other days by 10.30pm.

Under no circumstances will curtains, decorations, scenery etc be attached to or hung from walls, ceilings or attached to the floor. These items will be permitted only if self-supporting and must be removed immediately upon close of the function.

The times of hire stated in this contract must be adhered to, and setting up, packing up, and cleaning must take place within that time. N.B. The commencement time of the next group scheduled could be 15 minutes after the departure time stated in this Agreement. The 15 minutes between the two groups is a "shared" departure and arrival time.

Access to the Community House, at times other than stated in this agreement, should be arranged directly with Community House staff.

4. SECURITY

Please ensure you have a key prior to your booking, if you are hiring after office hours 9am to 4pm. Should a call out be made due to the hirer not organising a key, a fee will be charged. Where the Community House is hired outside Office hours the hirer must take all reasonable steps to ensure the building is empty when leaving

and the alarm is set. Any hirer inadvertently setting off the alarm will be responsible for the call-out fee to have the alarm reset. Likewise, any breach of security (i.e. failure to lock up securely or set alarm) which results in a call-out will also be subject to a call-out fee of \$100.00 plus GST.

On leaving the building please check:

No one else is using the Community House.

The three exits are secured: the outside door from the top landing, the outside doors on the mezzanine area and the main, front door.

All exterior doors and windows both upstairs and downstairs are all closed and secure.

All Fire doors are to be closed.

All electrical appliances, lights, oven, fans, heaters and heat pumps/air conditioning units must be switched off and all doors and windows must be securely locked when the Community House is vacated (except the light in the Art Room emergency exit stairwell).

Everyone is off the premises.

The security alarm is set.

Front entrance door is locked.

A Tour/Induction will be conducted by staff for new hirers. This will include familiarization with the room to be hired, security, health and safety and emergency procedures.

Lost keys must be reported immediately. There will be a charge of \$50 per key for replacement. When the hirer no longer wishes to use the Community House, keys must be returned to the Office.

In the event of the key holder passing the key to another member of the group, full instructions with regard to security and hire responsibilities must also be passed on, and the name and contact details of the new key holder given to the Office Staff.

The hirer will be liable for any loss or damage to the premises as a result of the Community House being left unlocked and/or unalarmed when they are the last to leave.

5. SMOKING

The Community House and its immediate environment are non-smoking areas. The safe use of any candles is the responsibility of the Hirer.

6. CONDUCT

The hirer shall be responsible for the maintenance of law and order, both within the Community House and

the Community House surrounds throughout the duration of their activity and shall co-operate with the Committee and accept such directions as may be made prior to, or during, any activity. The Committee accepts no responsibility for the behaviour of attendees at any activity. Security arrangements satisfactory to the Committee must be made.

7. NOISE AND BEHAVIOUR

As the Community House is often used by several groups at any one time, noise (both inside the Community House and in the Community House environs) must be kept to an acceptable level when sharing spaces. Children must be supervised at all times both inside the Community House and its environs (eg grass area between the Community House and the Creche, and the car park).

It is the responsibility of the hirer, to reinforce with those attending sessions that they and their family members must at all times respect other users in other rooms in the Community House by keeping noise levels in the kitchen and foyer to a minimum.

Running, climbing on furniture, or in and out of windows, is prohibited. Also prohibited is swinging on the metal supports (bars) on the mezzanine area or climbing the metal structures in the courtyard.

8. LIABILITY FOR DAMAGE

Community House staff complete a building inspection each morning. The hirer will be held responsible for any damage or loss incurred during a session and will be invoiced for any repairs or replacement required.

9. COMMUNITY HOUSE TO BE LEFT CLEAN AND TIDY

The Community House premises are to be left in a clean and tidy condition. Floors are to be swept clean of debris and washed of any spillages, and carpets are to be vacuumed if applicable. Whiteboards and tables must be cleaned/wiped down (cleaning products are stored in the kitchen).

When the kitchen is used, benches are to be wiped down and all kitchen refuse must be removed. Used crockery and cutlery must be rinsed and then washed in the dishwasher. All crockery and cutlery must be put away after washing. All appliances are to be left in a clean condition. If the above are not met, the hirer will be invoiced with a cleaning charge.

Groups using the hall are required to restack chairs and tables, check for lost property at the end of the session and remove any rubbish left by users.

Groups using the art room are to ensure the floor is swept at the end of the session, the bench and tables left clean and clear, tables and chairs stacked and any equipment used during the session packed away.

Please note the kitchen is for the reheating and serving of food prepared off site. It is not for the cooking of food unless by prior arrangement (with the Community House staff) during office hours only.

Chairs, tables, screens etc. are to be returned to previous positions, according to the checklist in each room (not in front of cupboard doors or switches. The toilet areas

must also be checked before leaving and left in a clean and tidy state. Rubbish must be removed from the building.

10. ALCOHOL

No alcohol is to be brought into the Community House or its surrounds while any public function is in progress, and on all other occasions, the provisions of the Sale of Liquor Act 1989 Section 73 shall be complied with strictly, which may mean obtaining a Liquor Licence from Auckland Council.

11. ILLEGAL SUBSTANCES

No illegal substances are to be brought into the Community House or its grounds.

12. EQUIPMENT

No equipment is to be removed from the Community House unless authorised by the House Manager.

13. HEALTH AND SAFETY AND EMERGENCY PROCEDURES

Hirers are responsible for making sure participants/users are aware of emergency procedures displayed in each room, foyer and corridor of the Community House. (Copies attached to the hard copy of this agreement or can be downloaded from the Hire page of the website).

A large fire hose is in the foyer of the Community House on the stairway to the mezzanine area and there is a fire extinguisher in the kitchen. There are also fire alarms (of the "break glass" type) at many different locations throughout the Community House. Please familiarize yourself with these.

Exits must be left clear at all times. Access to these exits must also be left clear. Chairs must not be placed in the foyer area in such a way as to block passageway and the foyer furniture must not be shifted.

Community House users present in the building during an emergency procedure drill will be expected to take part and gather at the assembly point which is at the far side of the car park.

Hirers are required to make their participants/users aware of the House Rules and any Health and Safety rules or issues that are relevant to their activity. Hirers may be required to provide a copy of their Health and Safety Policies and procedures to the House Manager.

The Committee requires all Community House hirers and users to take responsibility for their own safety as much as possible and not act in a way that causes harm to themselves or others. Hirers also have the responsibility to advise the House Manager as soon as possible if they become aware of a potential hazard or property maintenance issue. Issues identified after office hours can be entered in the Building Hazard and Property Maintenance Register by the alarm at the front door and a follow up email sent to the House Manager at info@devonportcomhouse.co.nz

Hirers are also responsible for completing an Incident/Accident report for any incident/accident that occurs during the session. A copy is attached to this Agreement and additional copies are available at the back of the Building Hazard and

Property Maintenance Register on the shelf by the front door. A copy is also on the website under the Hire page.

Regular Hirers are required to attend an annual Health and Safety briefing held at the Community House.

14. PARKING

There is a car park next to the Community House for Crèche and Community House users. Two car parks are marked staff parking but are available for public use after hours. Six car parks on the left-hand side are marked 15-minute drop zone. The drop zone operates Monday-Friday 9-3.30pm during the school term. Hirers using the Community House during the week day are required to make their users aware of these parking restrictions. Outside Crèche hours Community House users can park for an unlimited time.

15. AGM

The AGM of the Community House Incorporated is held at 7.30pm on a Monday in July/August.

16. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions, or as to any matter or thing contained therein, or as to the meaning of any of these items or conditions, the decision of the Committee thereon shall be final and conclusive. Any engagement of any kind shall be subject to these terms and conditions herein of which it shall be taken that the hirer is aware.

17. PAYMENT

Regular Hirers, Please note: Invoices for room hire are emailed at the end of the month. Our payment terms are strictly 7 days by direct credit. Any money owing for overdue invoices could result in this Agreement being cancelled.

For one off hire (Event or Party Hireage)an invoice will be sent after the event. A bond of \$100 is required when the booking is confirmed This can be paid on the link above. When the invoice is paid in full and an inspection has been made and no damage incurred, the full bond will be refunded.

Bank details are Devonport Community House ASB 12-3015- 0458296-00

18. ABSENCES (Regular Hirers Only)

The Hirer must advise the office staff in advance if the class is not being held so that we can ensure that any other class being held on that day are able to lock up. If we do not receive notification of an absence, the normal room hire rate will apply. Hirers are granted two free absent sessions per year, other absent sessions will incur the regular room hire charge.

19. SCHOOL HOLIDAYS (Regular Hirers Only)

The Devonport Community House Out of School Club Programme operates on a school term basis with 4 terms per year (approx 40 weeks) and 9 weeks of school holiday programme. The Community House is closed over the Christmas and New

Year Statutory Days. Check with the House Manager to confirm Christmas New Year Closure. Community House Hirers who run activities and programmes in term time may be able to continue the activities during the school holidays if there is room availability. However, this will require prior arrangement with the House Manager.

20. BREACH OF CONDITIONS

Breach of any part of the conditions above could result in the Hire Agreement being terminated, extra charges being incurred, and a refusal to accept future bookings.

21. PERSONAL INFORMATION

All information collected will be held securely in the Community House and the Hirer will have full access to their information to check it for accuracy. Information will be used for the purpose of hiring, and complying with Auckland Council, property insurance and health and safety policies and regulations.

When no longer required the information will be destroyed.

Would you like to receive our monthly Enews which contains information about Events/Activities held at the Community House

Email:

I have read and Understood the terms and Conditions. *

Name

Signature of Hirer

Date

Accepted on behalf of the Devonport Community House Incorporated.

Name:

Signature

Date

Office Use Key No:

Health and Safety Received