

TERMS AND CONDITIONS FOR CASUAL HIRERS OF THE BAYVIEW COMMUNITY CENTRE - 2024

Thank you for choosing Bayview Community Centre (BCC). We want to ensure that things run smoothly so it is important you read and understand the following terms and conditions. We are here to help and will try to accommodate your needs where possible, please email or give us a call if you have any questions.

1. Contract

- All contracts are deemed active until Bond monies have been returned/additional charges invoiced.
- BCC does not guarantee any booking request until the Deposit has been received.
- Hirers must be a minimum of 21 years of age.
- The Hirer is liable for any damage to the Centre by any attendees or persons brought to the centre by their event
- The hirer (if not acting on behalf of a company as a hirer) must provide photo ID which the Centre will sight.
- All statutory laws, rules, regulation & Auckland Council bylaws shall be strictly observed by the Hirer.

2. Bookings

- Casual booking times will be as per your Skedda online booking.
- The purpose for which the Centre / room is being hired will be clearly stated on your booking request and must be adhered to – any change in use may result in cancellation of your booking and loss of any and all monies paid.
- You must only use the space/equipment that you have booked – any additional use of rooms/equipment not included in your booking will be billed.
- The maximum number of people in the Centre is 185. This is split into 150 for the Hall, 30 for Kōwhai & 5 for Rimu.
- **We allow up to 15 minutes either side of your booking for setup and clean up.** If you require more time this will need to be booked and paid for. We have the ability to monitor your use of the Centre and will charge for longer hours if use the room longer than booked. Use of the centre outside of the times must be agreed with the Centre Manager prior to use.
- If you arrive to find your space has been left in an unacceptable condition, inform Centre staff at the earliest opportunity. If it is outside office hours, please photograph the problem and email the images with details to office@bayviewcentre.org.nz
- Any changes to your original booking cannot be guaranteed, please contact us to discuss this.

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3. Use of the Centre

- All events must finish by 11pm, with any noise audible externally stopped by 10pm. We request that guests are asked to depart the area if they are not involved with the pack down / clean up.
- The Centre is in a residential area. Please be considerate of our neighbours, especially your noise levels after 10pm and as your guests are leaving.
- Community Centre staff, or Governance Board members reserve the right to observe any event, have access to the building and shut down the event at any point if the conditions of hire are not being met. No refund will be offered if the total hire time is reduced as a result.
- You are liable for any damage to either the interior, or exterior of the Centre that may occur during your hire or that is caused by people attending your event.
- Subletting of any part of the Centre is prohibited except with prior approval of the Governance Board or Centre Manager in writing.
- **The Centre is Smoke & Vape free 24/7.** The only area where smoking/vaping is permitted is the car park area. Please remove any litter.
- Please record the number of attendees in our record book hanging beside Rimu Room
- Hires involving Children - any person or organisation that is hiring a room for children's activities, need to comply with any legislative requirements, including the Childrens Act. All staff working with children should be Police Vetted. Further information on the Childrens Act can be found at :
<https://www.orangatamariki.govt.nz/working-with-children/childrens-act-requirements/>

4. Hire charges

- A deposit of \$60.00 is required to secure your booking. If this is not paid within 7 days of reservation, we reserve the right to cancel your booking if a paid booking is made by another hirer.
- Full payment is required at least 7 days prior to the event or as per your Invoice. Cancellation of booking will result in loss of deposit.
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- The Governance Board may at its discretion, refuse any application to hire the community centre and may cancel any booking. In each case any monies paid by the hirer in respect of the cancelled booking shall be refunded in full.
- Where the Centre must cancel a booking due to maintenance works, closure or other circumstances, no charge will be made.

5. Bond

- If a Booking ends before 6pm (inclusive) the Bond is \$150.00
- If a Booking ends after 6pm the Bond is \$400.00
- If a Booking is to host a Birthday Party Celebrating ages 16-21 inclusive, the Bond is \$600.00
- All bond monies are banked and will be refunded by online banking, within 10 days after the key has been returned, subject to the Terms & Conditions of the Hire being met.
- Any necessary cleaning charges, or other cost related charges for repairing damage will be deducted from the bond and any excess monies owed charged to the hirer
- If the bond does not cover the cost of any damage, replacement of equipment, keys or swipe card, the hirer will be invoiced for these costs. The Community Centre reserves the right to refer any debts to Licensed Debt Collection Agency if payment is not made in a timely manner.

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6. Community Centre equipment

- No equipment is to be removed from the Centre or Centre grounds unless authorised by the Centre Manager, including kitchen equipment.
- If equipment is removed with the Centre Manager's authority, the hirer will still be liable for any loss or damage incurred if it is due to negligence.
- Please report any faulty or broken equipment, or hazards around the Centre to Centre staff as soon as possible.
- The costs of repairing damage may be passed on to hirers where the item(s) is used regularly by hirers.
- **Please do not drag furniture across the hall floor.**
- DO NOT use naked flames, smoke machines or any similar apparatus that may set off our smoke detectors. If these are activated there will be a charge for a call out to reset the alarm of \$250.00.

7. Early Learning Centre – **NO ENTRY IS PERMITTED UNDER ANY CIRCUMSTANCES**

- The Early Learning Centre (ELC), which is situated below the Community Centre is out of bounds.
- Rubbish, food, bottles or other debris must not be thrown into the grounds below.
- The hirer will be liable for any damage to the ELC by users, and cleaning charges of \$75.00 per hour imposed where a clean up of the ELC grounds is required.

8. Security and Callouts

- 1 responsible adult for every 50 guests needs to present themselves with ID to the Bayview Community Centre office, to confirm that they will carry responsibility for managing the event. A copy of the ID will be sighted and this noted on file.
- Noise levels are to be kept to a reasonable level, keeping in mind the residential nature of the areas surrounding the Centre. Noise must not be heard externally of the building from 10pm onwards.
- Hirer will be issued with a security code, key and swipe card. Keys and swipe card must be collected between 9am and 2pm weekdays, on the week before the event. We may be able to release the keys outside of these times but only with at least 48hours notice.
- The key and the swipe card are to be returned within the week after the function. Your bond will be refunded within 10 days upon the return of the key and swipe card, less any deductions.
- Before exiting the premises, the hirer must ensure all external doors and windows are secured/locked, and the alarm is set.
- Failure to lock up the whole community centre securely and set the alarm resulting in a call-out will be subject to a call-out fee of no less than \$100.00 which will be deducted from the bond. If there is insufficient bond to cover this cost, a separate charge will be made via Invoice.
- **Do not use smoke machines or any similar apparatus as these will set off our smoke detectors. Naked flames, ballroom dance powder, confetti and glitter are not permitted in the Community Centre for the same reason.**
- If these are activated there will be a charge incurred for call outs to reset the alarms and fire service call out fee is \$450.
- Chubb Alarm Control monitors the centre and a report is sent to us on a monthly basis for alarm sets.

If there are any issues with setting the alarm please ring Chubb Security and let them know. Chubb Security phone number 0800 20 30 40. If you are asked for a voice code or password, it is **Bayview1**.

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9. Alcohol and drugs

- Hirers can bring alcohol onto the premises. Consumption of alcohol is restricted to the inside of the Centre only and should not take place outside of the building, in the car park, garden area or on the deck.
- Alcohol cannot be sold at the Centre without the appropriate license from Auckland Council. The hirer is responsible for applying for this, paying any charges and ensuring all conditions are met. Failure to obtain a licence or meet the conditions of the license may result in the hirer agreement being terminated and / or the bond being held.
- The hirer must nominate a Responsible Person per 50 guests who must ensure that at events where alcohol is present; an intoxicated person does not consume any further alcohol, an intoxicated person must be removed from the premises and arrangements made to ensure they arrive home safely, guests have made arrangements to leave with a sober driver, minors are not supplied with alcohol or permitted to drink alcohol unless the Responsible Person has received written permission (including contact details) from the minor's parent or guardian. Non-Alcoholic beverages and food must be available whenever alcohol is present.
- The Centre has a zero tolerance for drugs of any kind. An event will be shut down immediately, and Police notified if drugs are observed in the building or in surrounding areas.

10. Parking

- During school hours in term time, the parking outside of the Centre is limited to on road spaces and the Centre marked spaces in the car park area behind the building. During all other times (evenings and weekends) the spaces in the main car park can be used by hirers.

11. Cleaning

- **Do not use smoke machines or any similar apparatus as these will set off our smoke detectors. Naked flames, ballroom dance powder, confetti and glitter are not permitted in the Community Centre for the same reason.**
- The hirer is expected to leave the Centre clean and tidy, with furniture returned to original set up and tables and chairs in the room cleaned. Decorations are to be taken down and taken with you and all fixings removed.
- Bathroom areas and toilets are to be cleaned, and any bodily messes cleaned up.
- Any outside areas used (including deck, garden, foyer and carpark) to be left clean, tidy and rubbish free.
- **Rubbish & Recycling must be taken off the premises.** Any rubbish/recycling removal or extra cleaning required will be charged back to the hirer at \$75.00 per hour.
- All cleaning equipment (mop, broom and vacuum) is in the cleaning cupboard, located in the mens bathroom. If you use the vacuum, please ensure it is emptied out and the filters cleaned when you are finished.
- Please note the hall floor is to be cleaned with hot water and only one cap full of methylated spirits. DO NOT use any other cleaners on the floor. Any repair cost for damage to the floor due to incorrect cleaning will be charged to hirer.
- All dishes are to be washed and put away, benches wiped down and tables wiped. If centre crockery has been hired, please return all items to the cupboard, cleaned - any breakage/loss incurs a charge of \$5 per item.
- If the oven, pie warmer or microwave are used, these must also be left clean.
- If using the dishwasher, please place it on **fast** programme. If the dishwasher is on, please do not put the plug in the sink beside it, or it will block up. You must empty the dishwasher before you leave.

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12. Safety and Emergency Procedures

- The Bayview Community Centre Governance Board has the overall responsibility for making sure the building is fit for purpose and any hazards are highlighted to users of the Centre. The hirer is responsible for the health and safety of users of the Centre while their event / group / function is running. We recommend that you bring a full first aid kit with you although a small pack is available in the cleaning cupboard outside of office hours.
- Smoke detectors are fitted throughout the building. DO NOT use candles or other naked flames, incense sticks or smoke/fog machines inside the building. Ballroom dance powder, confetti and glitter are not permitted in the Community Centre for the same reason.
- If the smoke detectors do set off the alarm due to a known cause, then please evacuate the building and call Fire Security Services on 0800 11 46 11 and explain what has happened. Failure to do this may result in a security guard or fire service call out with any fees payable charged back to the hirer.
- If the cause of the Fire Alarm activation is not known, evacuate the building and call 111, advise them the closest intersection is Bayview Road & Glastron Place.
- Hirers are not to block any emergency exits from any room(s) they are using and should let users know where the fire exits are.
- When cooking, the kitchen doors should remain closed to allow ventilation through the fans and high-level windows and to reduce the risk of the smoke alarm being set off.
- This is a fire extinguisher in the kitchen and outside the office and a water hose in the foyer. If you must evacuate the building, please ensure you can easily be identified as the person responsible by the Fire Service. The hirer is responsible for evacuating the building.
- Please report any accidents that happen or hazards that you observe to the Centre Manager so that these can be recorded, and action taken to reduce or remove risks/hazards for other users.
- The Centre has an AED on site located by the front entrance doors. If you need to use the Defibrillator please call 111 and ask for Ambulance – they will provide you with the code to unlock it.

13. Disclaimer

- It is clearly understood between the parties, that the Bayview Community Centre has no responsibility for any equipment brought onto the premises by the hirer/patrons. Any charges incurred as a result of your hire WILL be charged to you. Our Full Casual Hire Policy is available from the Office upon request.

14. Disputes

- In the event of any dispute or difference arising as to the interpretation of these conditions, or as to any matter arising therein, the hirer is entitled to follow the process set out in the Complaints Policy and Procedure document.

If you have any questions, then please contact the Centre on 09 443 0231 or office@bayviewcentre.org.nz

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Sustainability

We are committed to practices and standards designed to promote environmentally responsible actions.

Reuse - We have cups, glassware, crockery, and cutlery for all to use. We have refillable soaps, and paper hand towels in the bathroom areas. We discourage our hirers and community from using single use items.

Reduce - We encourage the use of sustainable packaging and where possible please use the crockery and cutlery available in our kitchen. If it's possible, avoid low-quality products, materials, and tools. These rapidly become waste, especially single-use or disposable items and plastics.

Recycle - We have a simple bin system in the kitchen and Kowhai room. This will help you and your attendees/guests to separate the landfill rubbish and items to be recycled. Please take both home with you. Food scraps are not able to be composted on site – we encourage you to take these home with you, where possible.

Water - Please check all taps are off overnight, alert management to any concerns of water leaks. We have installed rainwater collection tanks as an alternative for garden maintenance.

Energy - Please ensure the air conditioning/heat pump units are turned off after your booking. Lighting has been changed to LED for less impact. Turn off appliances when you have finished using them.

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