

COMMUNITY HUBS

Terms and Conditions

1. General

- 1.1. All groups must have a nominated point of contact at least 18 years of age who has responsibility for the venue and the members of the group during the hire period. The Hirer should ensure that children are actively supervised.
- 1.2. The Hirer or their point of contact must be present for the duration of hire.
- 1.3. The selected Bay Venues facility can be hired for activities deemed appropriate by Bay Venues.
- 1.4. Animals are not permitted within our venues other than Registered Disability Assist dogs for the visually impaired, registered companion animals or official animals of the police – except in the case of animal shows and exhibitions (subject to compliance laws)
- 1.5. The Hirer must not allow any illegal activities to take place in or outside of the venue during the hire period. All statutory rules, regulation and bylaws in force shall be strictly observed by the Hirer.
- 1.6. As Bay Venues' facilities are owned by a Council Controlled Organisation, they are subject to the Prohibition of Gang Insignia in Government Premises Act 2013. The Hirer shall ensure that no person shall wear or display gang insignia at any time in any facility being hired. Failure to comply may result in the booking being cancelled and a group being asked to leave. No refund will be given.
- 1.7. All boxing, wrestling and mixed martial arts events must belong to a boxing/wrestling association approved by the Minister of Internal Affairs and comply with the Boxing and Wrestling Act 1981 section 3 and 4.
- 1.8. The recommended capacity of the venue must not be exceeded at any time.
- 1.9. Bay Venues staff, the Venue Manager or their nominee will always have right of entry.

2. Bookings

- 2.1. The Hirer must state the type of activity the venue is being used for and only use it for that purpose.
- 2.2. The Hirer must only use the area in the venue that has been booked and confirmed back to them.
- 2.3. Hire of the venue excludes any use of external parks or reserve space. Park facilities can be booked by contacting Tauranga City Council - TCC Spaces and Places Department: parksbookings@tauranga.govt.nz
- 2.4. Set up and pack down times must be included in the requested hire period.
- 2.5. All equipment utilized during the period of hire must be cleaned (if needed) and returned to the correct position at the end of the hire period.
- 2.6. All people must follow the instructions from Bay Venues staff. Refusal to do so may result in the group being asked to leave the venue.
- 2.7. Venue personnel reserve the right to determine unacceptable behaviour of individual(s) while on the premises, with this right being to cancel a booking or request an offender to leave. If this occurs no refund will be given.
- 2.8. The hire of our venues occurs within one calendar year that starts on 1st January and completes on the 31st of December. Hirers must rebook with Bay Venues for new and continued use each calendar year.
- 2.9. Bay Venues will do its best to provide an accurate cost at the time of booking, based on the information provided to us at the time.
- 2.10. Bookings may incur extra costs as per the 'Additional Charges' section of this document.
- 2.11. We reserve the right to change or update our pricing to reflect the increased costs of doing business. Where prices are increasing, we will provide at least one month's notice to affected groups.
- 2.12. Where a key/FOB/Access Code is provided to a group, it may only be used to access the venue for booked times.
- 2.13. Users may not access the venues outside of their booked times unless they have permission to do so by Bay Venues. Extra key requests may be accommodated at a cost.
- 2.14. All access keys remain the property of Bay Venues and must be returned at the conclusion or termination of any bookings.
- 2.15. Failure to pay invoiced accounts by the due date may see future bookings suspended until payment in full is received.
- 2.16. Payments not received by the due date may be referred to a debt collection agency. The Hirer will be liable for all associated fees and any other costs associated with this debt collection.
- 2.17. There is limited storage in our facilities. Where storage is made available to your booking, an annual storage agreement must be completed, and the annual fee paid for each calendar year.
- 2.18. Users may be asked to shift their booking times to allow better optimization of space and/or their preferred room/venue to accommodate bookings that are deemed by Bay Venues to necessitate the move e.g. events.
- 2.19. To cancel a booking, please refer to our Cancellation of Hire section relevant to your booking category.

3. Standard Hire

- 3.1. Standard hire applies to groups from outside of the Tauranga City Council area, one off booking or casual users and any group/individual hiring the venue for profit (instructors who receive fees from their groups). There are further definitions applied to this category in each venue. Please refer to your booking contact for more information.
- 3.2. All bookings must be paid in advance, unless otherwise agreed to before your booking date. The invoice will be issued to the Hirer and payable by the due date.
- 3.3. To confirm a booking, the Hirer must complete and return the booking request, including acceptance of the terms and conditions; receive the booking letter; and pay any required deposits and/or other payments; and complete a venue health & safety induction.
- 3.4. A booking will not be considered confirmed until all applicable requirements have been completed.

4. Community Regular Hire

- 4.1. A community regular Hirer is any local not for profit Tauranga group who have ten or more regular recurring confirmed bookings.
- 4.2. Community regular Hirer's must pay their bookings in advance.
- 4.3. Community Regular Hirers must submit their booking requests each year from the date announced for the following calendar year.
- 4.4. To confirm a booking, the Hirer must complete and return the booking request, including acceptance of the terms and conditions; receive the booking letter; and pay any required deposits and/or other payments; and complete a venue health & safety induction.
- 4.5. A booking will not be considered confirmed until all applicable requirements have been completed.

5. Community Activities and Events

- 5.1. This includes larger scale events with a significant amount of people or infrastructure.
- 5.2. Room hire Charges will be determined as standard or community regular as per our annual user fees and charges policy for each venue.
- 5.3. Additional charges could be incurred depending on the event details and scale.
- 5.4. The Hirer must provide an Event Management Plan which clearly outlines the event's purpose, details, pack in/out, parking, entrance/exit, crowd management, food & beverage, security, waste management, health and safety, risk management, and a floor plan. For the event to proceed, the Event Management Plan needs to meet the approval of venue management.
- 5.5. Hirers must pay all bookings in advance; this includes any Hirer's requiring an invoice for payment.
- 5.6. A non-refundable deposit is required to secure event bookings. This should be paid once we have confirmed your event.
- 5.7. Your booking will remain tentative until such time as the deposit is paid.
- 5.8. The balance of the hire charge and bond must be paid in full seven days prior to the hire date, if not sooner or as agreed with Bay Venues.

6. Monthly Invoicing for Regular Hirers

- 6.1. Regular hirers may apply for monthly invoicing. All applications are subject to a credit check and approval by Bay Venues. Approval is at Bay Venues' sole discretion. Approved account holders must pay all invoices in full by the 20th day of the month following the invoice date.

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7. Bonds

- 7.1. Bond payments are required and must be paid in advance for the following bookings: Events, and any booking involving food and/or alcohol consumption, bookings with large numbers of people, bookings in unmanned venues.
- 7.2. The bond payment will vary between \$100 - \$1,500 depending on the level of booking and potential risks. Bay Venues has full discretion as to the amount of bond required.
- 7.3. The Hirer is liable for all damages that occur to the property and venue equipment due to the hiring groups actions. Damage or problems experienced during the event may delay or change the release of the bond. In the event where full release of the bond is not completed a detailed list of withdrawals will be provided in writing to the group organiser.
- 7.4. If a bond is paid, this will be refunded in full within 14 business days following the date of hire, if the following criteria are met:
- 7.5. No damage to property or equipment
- 7.6. All areas left in a clean and tidy state.
- 7.7. Security conditions are met.
- 7.8. All pre-agreed timings or equipment use are adhered to.

8. Additional Charges

- 8.1. Bay Venues reserves the right to charge the Hirer for any additional charges resulting from the Hirers use. In addition to the venue hire quoted at the time of booking, the Hirer may be charged for:
- 8.2. Any use of extra spaces and equipment not quoted at the time of booking.
- 8.3. Any damage to the venue caused during the hire period or through any breach of the terms and conditions of this agreement.
- 8.4. Any extra cleaning, rubbish removal, repair, or reinstatement of the venue which Bay Venues considers is required after the booking.
- 8.5. Any unreturned access keys or cards (including keys that are not returned on time to facilitate another user's access)
- 8.6. Any emergency services or security call out which is triggered for a non-emergency.
- 8.7. Any unauthorised entry or overstay of booking times.
- 8.8. Any security issues.
- 8.9. Where a booking falls outside of our normal staffing hours in the venues that are staffed, a staffing fee may apply in addition to the hire charge. Staffed venues are closed during Public Holidays unless prior arrangements are confirmed; a fee per hour will apply in addition to the hire charge for a staff member to be on site.

9. Cleaning and Rubbish

- 9.1. The Hirer is responsible for ensuring the spaces and equipment they have hired are left in a clean, tidy, and presentable condition for the next user. This includes removing personal items, wiping down tables, benches, and whiteboards, cleaning up any spills, packing away furniture as instructed, loading and operating the dishwasher where applicable, removing decorations, and managing rubbish in accordance with the venue's requirements.
- 9.2. Cleaning equipment may be made available for use during the hire period. The equipment provided varies between venues and may include items such as static mops, brooms, vacuum cleaners, cleaning cloths, and cleaning products. Hirers should discuss their cleaning requirements with the venue at the time of booking.
- 9.3. Additional cleaning required because of the hire may be charged to the Hirer. This includes situations where venue staff or contractors are required to undertake cleaning to return the space to an acceptable standard.
- 9.4. A cleaning fee may be applied to certain bookings, events, or activities. Where applicable, the fee and the services included will be agreed with the Hirer and recorded separately from this agreement.
- 9.5. A rubbish removal fee may be applied where excessive rubbish is generated or where the nature of the event requires additional waste management services. Any applicable fee will be advised at the time of booking and recorded separately from this agreement.
- 9.6. Rubbish and recycling requirements vary between venues. Hirers may be required to remove some or all rubbish from the venue, particularly where rubbish volumes exceed available bin capacity or where food-related waste is generated. Venue-specific requirements will be communicated at the time of booking.
- 9.7. Hirers must ensure all rubbish is bagged appropriately and placed in designated bins or removed from the site as instructed by venue staff. Rubbish must not be left beside bins or elsewhere on the premises.

10. Food and Alcohol

- 10.1. The supply, consumption, or sale of alcohol is strictly prohibited unless approved in advance by venue staff. Where required, the hirer must obtain all necessary permits, licences, and approvals, including any required by Tauranga City Council.
- 10.2. The sale or distribution of food, including fundraising activities, may require approval under a Food Control Plan or other applicable food safety requirements. Hirers must discuss their food service requirements with venue staff at the time of booking. Where approvals are required, it is the hirer's responsibility to obtain them and provide these to the venue staff.
- 10.3. Papamoa Sport & Recreation Centre operates under an On-Licence from Thursday to Sunday, excluding specified restricted dates. Any sale, supply, or consumption of alcohol on the premises must be approved by the Venue Supervisor and comply with all liquor licence conditions. A Duty Manager must be present whenever alcohol is being supplied.
- 10.4. Arataki Community Centre is an alcohol-free venue. In accordance with Tauranga City Council's Alcohol Control Bylaw, alcohol must not be consumed, possessed, or brought onto the premises or surrounding areas where alcohol restrictions apply. Any person found consuming or in possession of alcohol on site may be required to leave immediately, and the booking may be terminated without refund. Hirers are responsible for ensuring all attendees always comply with alcohol-free requirements.

11. Noise, Neighbours and Music

- 11.1. The Hirer is responsible for managing their noise levels in an acceptable way that does not annoy any surrounding neighbours.
- 11.2. The Hirer must ensure that noise levels do not exceed limits as per Tauranga City Council's District Plan (45DBA).
- 11.3. In the event the noise is deemed a "nuisance" and Council receives two or more complaints from the public, a visit from an Enforcement Officer may result in an infringement. If the "nuisance" persists, Enforcement Officers have the right to confiscate sound equipment. Hire fees will not be refunded if the booking cannot proceed due to a noise complaint.

12. Furniture and Equipment

- 12.1. 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 the designated storage areas ensuring that fire exits are left clear at all times.
- 12.2. In manned venues, some equipment requires set up by trained and experienced staff members only – please confirm your requirements when you book.
- 12.3. The Hirer can elect to pay a set-up fee to have their furniture or equipment set up for them in advance. Please note this service does not apply to unmanned venues.
- 12.4. Furniture and equipment in venues are approximate only and may vary. Tables and chairs are provided. Bay Venues reserves the right to remove or replace furniture at each venue as it deems necessary. If the Hirer requires additional furniture and equipment to what is available, then it is the Hirers responsibility to organise this. Please talk to us about your requirements as we may be able to help.
- 12.5. The Hirer must not remove any furniture or equipment from our venues without permission from Bay Venues.
- 12.6. We reserve the right to remove and dispose of any equipment or furniture left in our venues within the month after the hire period.
- 12.7. Bay Venues takes no responsibility for any loss or damage to any equipment or personal item left in a venue either before, during or after the hire period.
- 12.8. Furniture and equipment must be carried or conveyed on trolleys and not dragged across the floors.

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13. Security

- 13.1. All Hirers making bookings outside of business hours will be responsible for the security of the building. The Hirer will have access to alarm codes (where applicable) and property keys. All alarm codes and property keys will be given out prior to the booking (where necessary). Keys and alarm codes must remain with the nominated point of contact and kept secure at all times. In the event keys are lost or stolen, Bay Venues must be notified immediately, and any cost incurred for replacing the key and/or locks will be charged to the Hirer.
- 13.2. Where deemed necessary, the Hirer will be required to provide security services for crowd control purposes.
- 13.3. Hirers shall enter the venue only during the times booked and only enter the spaces hired as per the booking agreement.

14. Other Considerations

- 14.1. No smoking or vaping is permitted either inside our venues or near the entryways to our venues.
- 14.2. Strictly no chewing gum allowed on any venue floors.
- 14.3. Parking on grass areas is prohibited. No vehicles/machinery allowed onto the sports floor of any Bay Venues facility without prior written consent.
- 14.4. Consumption of food and drink is limited to designated areas only.
- 14.5. Only appropriate shoes are permitted on lino or dance floor areas. Stilettos can damage dance floors and must not be worn accordingly.
- 14.6. Any damage to the building or the assets of the venue will result in the replacement or repair of the damaged property at the Hirers cost.

15. Health & Safety

- 15.1. A venue induction on the risks and hazards associated with the venue will be provided on booking – this induction will be provided either: in person, by email link, online, or on paper and will require your acknowledgement prior to your booking taking place.

15.2. Staffed Sites

- 15.3. Please disclose any high-risk medical events to Bay Venues prior to your planned visit.
- 15.4. Every person in our venues is required to take reasonable care that they look after their own health and safety, and the health safety of other people in their group.
- 15.5. Every group member is required to familiarise themselves with the Users' Risk Register. This register lists all potential sources of harm to users and the controls in place to prevent harm occurring.
- 15.6. If any new risks are discovered when the group is using one of our venues, report this to the Venue staff immediately and take steps to control the risk so as to avoid causing harm.
- 15.7. Any incidents, injuries or medical events experienced while in our venues must be reported to the Venue staff immediately. We have first aid facilities available and there are trained first aiders on site to provide immediate assistance during venue manned hours.
- 15.8. In the event of an emergency, groups must follow the instructions of venue staff.
- 15.9. All exit ways must be kept clear and visible at all times.

15.10. Unstaffed sites

- 15.11. Please disclose any high-risk medical events to Bay Venues prior to your planned visit.
- 15.12. There are no first aid facilities available onsite. User groups should have on hand their own first aid kit and ensure someone in the group is first aid trained.
- 15.13. Every person using our venues is required to take reasonable care that they look after their own health and safety, and the health safety of other people in their group.
- 15.14. Every group member is required to familiarise themselves with the Users' Risk Register. This register lists all potential sources of harm to users and the controls in place to prevent harm occurring.
- 15.15. If any new risks are discovered when the group is using one of our venues, the Hirer must report this to the Venue staff immediately and take steps to control the risk to avoid causing harm.
- 15.16. Any incidents, injuries or medical events experienced while in our venues must be reported to the Venue staff as soon as possible.
- 15.17. In the event of an emergency, groups must follow the procedure as supplied during induction.
- 15.18. All exit ways must be always kept clear and visible.

16. Cancellation of Hire

- 16.1. All cancellations must be received by the venue in writing. Venue charges will still apply for no shows. Please refer to your category for periods of notice.
- 16.2. Standard or Regular hire – 30 days' notice required for cancellation.
- 16.3. Community Activities and Events – 30 days' notice required for cancellation. Deposits made to the venue are non-refundable.
- 16.4. Bay Venues reserves the right to cancel or alter a hire agreement at the discretion of management. Every effort will be made by the venue to avoid cancelling any confirmed reservation. However, in the event of an emergency, beyond the control of the venue, a confirmed reservation may be cancelled. Should an event be cancelled for this reason, it will be rescheduled at a convenient time for the group and the venue. If rescheduling cannot be done, a full refund will be given.
- 16.5. **Civil Defence Emergency:** The Hirer acknowledges and agrees that the Venue may be required as a Civil Defence Centre if a civil defence emergency occurs. The Venue in part or in its entirety may be required for use as a Civil Defence Centre without notice and the Hirer will vacate the Hire Areas and the Venue forthwith without any right to compensation except that any payments made on account of the Venue Hire Fee or Service Charges shall be refunded to the Hirer.

17. Liability

- 17.1. Hirers shall agree to hold the venue fully harmless and indemnify it against all suits, damages, claims, causes, or actions which may arise out of use of the above-described property.
- 17.2. Venue staff at their discretion may refuse any application of hire, waiver specific conditions, or cancel any booking without assigning any reason.
- 17.3. To proceed with the booking process, the hirer must accept these Terms and Conditions of Hire.

Approval & Signature

*Signed:	Enter your full name to agree to All T&Cs of Hire	Date:	Click or tap to enter a date.
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*Your Name here indicates the acceptance of the terms and conditions of use of this venue. if you have any questions regarding these terms, please discuss with the Venue staff.