

# **General Terms & Conditions**

# Hire charges and payments

All payments must be paid prior to the booking date, unless agreed with the Booking Officer. If charges are not paid by the due date, the Lake Hawea Community Centre reserves the right to cancel the booking(s).

#### **Bond**

A refundable bond is required for bookings. Deductions from the bond will occur if the facility is not left in the condition it was found. Otherwise the bond will be returned in full within 30 working days of the date of the function. If additional charges are incurred the refunding of the bond may be delayed.

#### Cancellation

The Lake Hawea Community Centre reserves the right to charge a cancellation fee of up to 50% if the hirer cancels the booking once the booking has been confirmed. This includes bookings cancelled and rebooked for a different day, time or venue. Hirer agrees to contact the Bookings Officer as soon as they are aware the Event cannot continue on the selected date. See below for cancellation due unforeseen circumstances. Also refer to below.

• Cancellation within 7 days of the event attracts a 50% cancellation fee, 30 days is 20%.

#### Access to Venue

The Lake Hawea Community Centre uses a key system. The key(s) are to be only used for the date(s) and time(s) that have been confirmed. The key(s) must be returned as soon as the hirer has cleaned and vacated the facility, or a charge of \$25 will be incurred and either invoiced or deducted from the bond. In some circumstances the Lake Hawea Community Centre will not issue key(s) but the Booking Officer will open the Community Centre at the appropriate time.

### Cleaning and rubbish removal - see the "Guide of Use" for detail cleaning procedures

 Hirers are responsible for cleaning the venue to a standard accepted by the Lake Hawea Community representative

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- Basic cleaning equipment is provided
- A list of cleaning product is displayed within the cleaner's cupboard and must be adhered to
- Chairs and tables must be cleaned and returned to their original location
- The cleaning of the venue is to be completed within the booking period
- Hirers must remove all rubbish and recycling from the site. This includes the car park and adjacent grounds

#### **Noise**

The Lake Hawea Community Centre is governed by a noise assessment report issued by the QLDC as part of their resource consent. All users of the venue must adhere to this report which is attached.

#### Hours of use

Liquor licence is valid until 12pm midnight and the premises including the car park area must be vacated by 12.30am.

### Security

The hirer is responsible for securing the facility upon completion of the function. Please ensure that:

- All lights, heaters, stoves and electrical appliances are turned off
- Windows and doors are closed and locked
- The Alarm is set

These premises are protected by an automatic fire alarm, sprinklers and smoke detectors. If this is deliberately activated the Fire Service will attend. This will result in a fine to the hirer of up to \$1500.

#### Liquor license

- Alcohol is not permitted for sale in the venue unless a special liquor license is on display for the date and time of the booking. Failure to comply may result in a fine of \$20,000 and/or closure of the function.
- Hirer can supply alcohol for a function but must notify the Lake Hawea Community Centre before the booking commences.
  - It is not permitted for any guest of the Hirer to bring their own alcohol onto the premises or to consume the same within the grounds of the Community Centre which includes the car park.

#### **Loss of Damage**

The Lake Hawea Community Centre accepts no responsibility for loss or damage to any property of the hirer or any guest or invitee property which may be brought to the venue, and does not provide any insurance cover for such property.

#### Supervision of children

The Lake Hawea Community Centre is not designed for childcare purposes as there may be potential hazards

present. Please ensure all children are supervised at all times, including bathrooms and surrounding areas.

## **Fire Safety**

Every hirer is required to be familiar with the procedure for evacuation of the facility in case of fire and must be familiar with the evacuation procedure which is displayed within the building. In case of fire, evacuate the facility immediately then notify the Fire Brigade by phoning 111.

#### **Breach of conditions**

Any breach of these conditions may result in:

- Forfeit of all or part of the bond
- Closure of the function
- Refusal to accept future bookings
- Extra charges being incurred

## The Lake Hawea Community Centre Committee

The Lake Hawea Community Centre reserves the right for a committee member to be present in the facility at any time.

## **Force Majeure - Unforeseen Circumstances**

The Lake Hawea Community Centre may be required to follow orders from the New Zealand government or a local body and close the facility due to a pandemic or other health related issue. This may be isolated to the local community or be classified as a national event. In these circumstances neither party in the hire contract needs to perform. Where a natural disaster or other unforeseen circumstances, including Climate Change triggered events, has occurred and made the facilities unusable or unsafe to enter this would render the Lake Hawea Community Centre unable to perform. In both cases the parties agree to take no legal action against the other party and a full refund being made available to the hiring party.

# Noise Management Plan

- Amplified music played outdoors before 8pm music be low key, i.e. background music/speeches.
  For these purposes 'background music' is defined as a level where a conversation can be comfortably held at one metre from a speaker.
- No music is to be played outside the building between 8pm and 8am.
- All windows and doors to be closed between 8pm and 8am.
- Music played indoors after 8pm must be kept to a reasonable level, with respect to the neighboring properties.
- A maximum of 12 people participating in an event shall be allowed outside the building at any one time between the hours of 8pm and 8am.
- Functions to finish at midnight.
- Bar closes at midnight
- Music finishes at midnight
- Car park vacated by 12.30pm
- All outdoor handling of rubbish/recycling and deliveries shall be limited to between the hours of 8am and 8pm.
- Signs displayed in kitchen and bar area saying: "Please respect our Neighbours" Do not take glass bottles out to recycling bins after 8pm.
- Sign in the car park saying: Please respect our Neighbours by keeping noise to a minimum after
  8pm.
- No Loitering in the car park. No Camping/overnight stays.
- A representative of the Lake Hawea Community Centre to be contactable during an event. Name and phone number supplied to the event organizer.

QUEENSTOWN LAKES DISTRICT COUNCIL

APPROVED PLAN: RM140347

Monday, 28 July 2014

# **Evacuation procedures**

- 1. In case of fire
  - Operate the nearest fire alarm box
  - Dial 111
  - Address of building:

The Lake Hawea Community Centre, Myra Street, Lake Hawea

- 2. When you hear the fire alarm
  - Leave the building promptly
  - Do not run
  - Do not linger in passageways or rooms
  - Do not return until the all clear is given
- 3. Exit
  - Your fire exits are clearly marked
  - Your alternative fire exit is clearly marked
- 4. Assembly area
  - Assembly area is located in the car park
- 5. Wardens
  - There is a requirement to nominate a floor warden for your group This person is to be aware of his/her responsibilities
- 6. Responsibilities:

The floor warden responsibilities are:

- Make sure the area hired is clear of all people
- To be able to account for all people attending the function
- Advise Fire Service, on their arrival, of the evacuation status
- Make sure that people do not enter the building until the all clear is given by the Fire Service.