

# Events and Venues

## Terms and Conditions of Hire

The following terms and conditions have been developed to ensure your event runs safely with minimal disruption.

All bookings of events and venues are made through the Matamata-Piako District Council (MPDC) booking provider (currently [SpacetoCo.com](https://www.spaceto.co.nz)).

Your booking is not confirmed until you have accepted these terms and conditions of hire and have an Events Safety Management plan in place if required.

By making a payment to a third party [SpacetoCo.com](https://www.spaceto.co.nz) (MPDC booking agent) on behalf of MPDC for venue hire you will be deemed to have accepted these Terms and Conditions of Hire.

For further reference these Terms and Conditions and hireage fees can be found on the council website at [mpdc.nz/stadium](https://www.mpdc.nz/stadium) and [mpdc.nz/feesandcharges](https://www.mpdc.nz/feesandcharges) respectively.

### In this Agreement, unless the context otherwise requires

**Agreement** means the agreement between Matamata-Piako District Council and the hirer in regard to the Event and agreed facility/venue and includes these Terms and Conditions of Hire, the booking application and, or any confirmation communication (emails/ letter etc) from Matamata-Piako District Council.

**Facility/Venue** means the council owned venue and its facilities identified in the booking application (paper or electronic) that forms part of this agreement.

**MPDC or Council** means Matamata-Piako District Council

**Event** means the purpose for which the facility/venue is hired as described in the booking application or online through the booking agent, SpacetoCo that forms part of this Agreement.

**Venue Hire Price** is the fee charged for use of a Matamata-Piako District Council facility/venue as specified on the SpacetoCo booking website or at [mpdc.nz/feesandcharges](https://www.mpdc.nz/feesandcharges)

**Financial Year** means 1 July to 30 June.

**Hirer** means the person(s) or legal entity named as hirer in the booking application that forms part of this Agreement, and includes a "Casual Customer" and a "Regular Customer" as defined in the terms and conditions of this Agreement.

**Hire Period** is the agreed time for which the facility/venue is hired for and includes the set up time prior to the event and the cleaning/pack down time after the event.

## General conditions of use

- a) All hirers must be a legal entity, either an individual person, or a body such as an incorporated society, trust, company or body corporate.
- b) The legal entity must have the capacity and authority to enter into this agreement.
- c) Council reserves the right to ask for proof of legal entity.
- d) The person who makes the booking (or the legal entity's representative as notified to Matamata-Piako District Council) is responsible for ensuring their group complies with the Terms and Conditions of Hire.
- e) The stated capacity 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. Maximum numbers are indicated when entering number of attendees on [SpacetoCo.com](https://www.spaceto.co.nz)
- f) The Hirer shall comply with any legislation requirements, regulations, by laws etc. that are relevant to the activity. This includes but is not necessarily limited to: Health & Safety at Work Act 2015, Resources Management Act 1991, Reserves Act 1977, Sale and Supply of Alcohol Act 2012, MPDC Consolidated Bylaws etc.
- g) It is the responsibility of the hirer to ensure the health and safety of all persons attending their event. Refer to further detailed requirements in the 'Health and Safety' section below.
- h) It is the responsibility of the hirer to inspect the venue at the commencement of the hire period to ensure its condition is safe and fit for the purpose of the hire. Any hazards should be reported immediately to council by calling 07 884 0060, scanning the QR codes at the venue, or going to [mpdc.nz/incident](https://mpdc.nz/incident)
- i) Community Facilities are often designed for a broad variety of uses. The hirer must consider the suitability of the particular venue for their event when making a booking. The Events and Venues team may require a Safety Management Plan to be submitted and approved.
- j) The hirer must not remove or permit the removal or addition of any furniture, equipment or other contents from a venue without the permission of council.
- k) It is the hirer's responsibility to ensure that the general public does not have access to the venue, including toilets, during the hire period.
- l) No animals are permitted in any of our venues, 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 approval by council and compliance laws).
- m) The hirer must not allow any illegal activities to take place in or outside the venue during the hire period.
- n) It is the hirer's responsibility to contact the Police immediately if there are any safety concerns from a person(s) disorderly behaviour.
- o) The hirer must ensure that a parent or designated caregiver, who is at least 16 years of age, is responsible for a group of children or a child who is under 14 years of age.

- p) Notwithstanding any other provision contained in the agreement, council may refuse admission to any person or require any person attending the event to leave the venue at the sole discretion of any council staff member.
- q) A three-strike policy applies for any breach of the terms and conditions of hire. A hirer will receive a verbal warning for the first and second offence and on the third occurrence will receive a written warning, the hirer will be removed from the facility, any future bookings will be cancelled, and the hirer will not be allowed to book any council facility for twelve months from the date of the third offence.
- r) Nothing in the agreement creates a legal interest in the land or a landlord – tenant relationship between parties.
- s) 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 the agreement and to fulfil all of the Hirer's obligations under this agreement as a principal debtor.

## Bookings

- a) The hirers booking is only confirmed once the terms and conditions have been accepted.
- b) If an Event Safety Management Plan is required, the booking will only be able to proceed once the plan is approved by council staff.
- c) Bookings are to be for a minimum of one hour.
- d) The hirer must precisely state the type of activity and event to take place and use the venue only for that purpose.
- e) The hirer must state the number of attendees and not exceed maximum capacity.
- f) The hirer must use only the area in the venue that has been booked and confirmed.
- g) Hireage of buildings excludes the private use of any park or reserve. The public has right of access to parks and reserves. These must be booked separately via [www.mpdc.govt.nz](http://www.mpdc.govt.nz)
- h) If you need to change your booking (times on the same day, contacts, address etc) you must update your booking in [SpacetoCo.com](http://SpacetoCo.com) or email [events@mpdc.govt.nz](mailto:events@mpdc.govt.nz).
- i) Set up and pack down time must be included in the hire period.
- j) The hirer shall ensure that all persons have vacated the venue by the end of the hire period.
- k) Council reserves the right to have staff present at the event at any time.
- l) 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).
- m) The Events and Venues team will accept bookings as per the [Prioritisation of Use Policy](#), which can be found at [mpdc.nz/stadium](http://mpdc.nz/stadium)

## Regular Customers (hirer)

- a) **'Regular Customers'** are those who make regular bookings that cover one school term or a period of three months or more. All other hirers are classified as casual customers.
- b) Council cannot guarantee the renewal of existing regular customer arrangements. These will be considered and approved each financial year. Renewals will only be granted to those customers who have not breached the terms and conditions of hire.
- c) Regular customers may be asked to relinquish one or more of their bookings if the relevant facility is needed for a national level tournament, a funeral, civil defence emergency or facility maintenance etc., as per the Prioritisation of Use Policy. In such cases as much notice as possible will be provided to the regular customer.
- d) One access card, key, code or mobile credentials is allocated to one regular customer account. This person is responsible for this access card, key, code or mobile credential for the duration of their hire term. There is a fee for an additional access card, key, code or mobile credential replacement. Refer to fees and charges on council website at [mpdc.nz/feesandcharges](http://mpdc.nz/feesandcharges)

## Casual Customers (hirer)

- a) 'Casual customers' are those who do NOT make regular bookings that cover one school term or a period of three months or more.
- b) One access card, key, code or mobile credential is allocated to the casual customer who is responsible for this for the duration of their hire term.
- c) Casual customers may be asked to relinquish one or more of their bookings if the relevant facility is needed for a national level tournament, a funeral, civil defence emergency or facility maintenance etc., as per the Prioritisation of Use Policy. In such cases as much notice as possible will be provided to the casual customer

## Payment

- a) By making a payment to [SpacetoCo.com](http://SpacetoCo.com) on behalf of council for facility hire you will be deemed to have accepted these Terms and Conditions of Hire.
- b) Current fees and charges will be applied at the time of booking. Council reviews and sets fees and charges annual; such fees and charges take effect on 1 July each year.
- c) All fees are GST inclusive.
- d) 'Regular Customers' will receive a summary of bookings for the month prior on the first of the month from [SpacetoCo.com](http://SpacetoCo.com). The customer has from the first to the seventh of the month to review and request any changes to their bookings. If any changes are required email [events@mpdc.govt.nz](mailto:events@mpdc.govt.nz) before the seventh of the month and the customer will receive an update of their booking. The money will be charged to their nominated payment method. GoCardless - Direct Debit, or Credit Card on the fourteenth of the month.
- e) The hirer (you or your organisation) is responsible for paying all amounts owed to MPDC. This responsibility applies even if the council's services are provided to

someone else (not directly to you), but at your request. You are still liable even if you acted as an agent for another person or company when arranging the services.

- f) If payment is overdue for a period of 14 days or more, the outstanding amount will be a debt due to council, and may be referred to a debt collection agency, or other duly authorised agent of the council for collection. In addition, council may at its discretion and without prejudice to its other remedies:
1. Suspend for such period and subject to such terms as MPDC in its discretion determines any entitlement to credit given to the hirer pursuant to this agreement.
  2. To the extent permitted by law, refrain from approving any booking request from the hirer until the hirer has discharged all outstanding indebtedness to council.

### **Additional Charges**

- a) MPDC reserves the right to invoice the hirer for any additional charges resulting from hirers use. In addition to the facility hire charge paid at the time of booking, the hirer may be also charged for:
1. Event service charges requested by the hirer, e.g. catering services, event support services.
  2. Any damage to the facility caused during the hire period or through any breach of the terms and conditions in the agreement.
  3. Any theft of council property from the facility during the hire period.
  4. Any extra cleaning, rubbish or equipment removal, repair or reinstatement of the facility which council considers is required after the event.
  5. Any costs, losses or expenses that council incurs due to any breach of the terms and conditions outlined in this agreement.
  6. Any unreturned access card(s).
  7. Any emergency services call out, or fire alarm activation for a non-emergency situation.
  8. If a fire alarm is set off other than for an emergency, MPDC reserves the right to impose an additional fire service fee for the cost of the service incurred.
  9. If the facility is left unsecured after a booking and MPDC's security company is required to secure the facility.
  10. If MPDC's noise control team is sent to the facility during the event.
- b) MPDC reserves the right to apply an additional charge for security, cleaning and/or a technician for an event.
- c) The hirer will upon demand pay all of council's reasonable expenses, including debt collection fees and legal costs (on a solicitor/agent/client basis) in relation to the collection of all overdue moneys.

### **Cancellation of Hire**

- a) In the event that the hirer terminates the booking within three days prior to the booking date, there will be a 50% charge of the booking fee.
- b) If the hirer terminates the booking within 24 hours prior to the booking date, there will be 100% charge of the booking fee.

- c) Any refund due will be made to the account from which online payment to [SpacetoCo.com](https://www.spaceto.co.nz) for the facility hire was made. The refund can take up to three business days to show in the hirers account from the time it is processed by [SpacetoCo.com](https://www.spaceto.co.nz)
- d) MPDC may terminate any booking(s), or any event at its sole discretion if it considers the event will, or might, contravene any statute, order, regulation, bylaw, rule or law, or any other requirements of a public or local authority, or otherwise be in breach of this agreement; or
- e) MPDC reserves the right to cancel booking(s) where circumstances so warrant. These may include, but are not limited to, emergency situations, breach of health and safety or inappropriate behaviour.

### **Cleaning, rubbish and lock-up**

- a) The hirer is responsible for ensuring that the end of booking checklist is completed prior to leaving.
- b) For events and functions the hirer is responsible for removing all rubbish off site at the end of their event. They must leave the facility and all equipment and furnishings in the facility, in good, clean and tidy order.
- c) Casual customers must return all access cards/keys to MPDC where possible as soon as practically possible after the event (maximum time frame: three days).

### **Insurance**

- a) MPDC does not undertake to arrange for or maintain any insurance cover, property, contents or otherwise, for the facility or the event for the benefit of the hirer.
- b) The hirer is responsible for arranging and maintaining any insurance cover they or council considers 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.

### **Alcohol**

- a) For current guidelines around the sale and supply of alcohol, please visit [mpdc.govt.nz/alcohol-licensing](https://mpdc.govt.nz/alcohol-licensing).
- b) The hirer will comply with any alcohol restrictions or guidelines included in this agreement at the time of booking.

### **Liability**

- a) The hirer will indemnify MPDC, its employees or agents against all claims, demands, losses, damages, costs and expenses arising from the hirer's use of the facility or any breach of this agreement.
- b) MPDC is not responsible for the loss of or damage to any of the hirer's property in or around the facility. Any equipment/property left in a facility is at the hirer's own risk.
- c) MPDC does not warrant that the facility is suitable for the event.

- d) MPDC is not liable for any loss or expense that the hirer incurs if the council is not able to make the facility available to the hirer as a result of fire, flood, earthquake, failure or other unavailability of any building services or other event beyond the council's reasonable control.
- e) To the extent permitted by law, the council shall not be liable to the hirer for any loss arising under, or in connection with this agreement, whether in contract, tort or otherwise. The maximum amount of the council's liability under or in relation to the agreement for any loss, damage, claim or expense is limited to the facility hire price.

## Health and Safety

- a) The hirer must make sure that people living or working nearby, as well as emergency vehicles, can get in and out easily at all times. The event / booking shouldn't cause unnecessary trouble for the public. All driveways, paths, and entrances, whether public or private, must be kept clear
- b) The hirer must advise council of any changes to the event / booking that could impact on health and safety (e.g. addition of new activities). Where requested by council, the hirer must provide a safety management plan for the event at least two weeks before the booking for review by the council's Events and Venues team or the People, Safety and Wellness team.
- c) The hirer is responsible for being familiar and implementing the [Emergency Action Plan](#). The hirer must familiarise and communicate any hazards in the facility as per the site safety map.
- d) It is the hirers responsibility to designate an emergency warden (or wardens in the case of large events) who would evacuate all users in case of an emergency at the facility. The warden must also ensure that all emergency exits are clear and free of any obstacles throughout the period of hire. The emergency warden would meet emergency services at the assembly point.
- e) The hirer must report any serious incident or accident immediately to the relevant emergency response (111) and also to MPDC by calling 0800 746 467. Minor incidents or injuries are to be reported via [mpdc.nz/incident](http://mpdc.nz/incident)
- f) It is the responsibility of the hirer to provide first aid supplies and a trained first aider for the duration of the event.

## Inductions and access to the Facility/Venue

- a) The Events and Venues team will be in contact with users to arrange an induction before a hirer uses the facility for the first time.
- b) It is the hirer's responsibility to make themselves familiar with the facility prior to their event/booking, in particular:
  1. Cleaning requirements on completion of the Event.
  2. Layout, available space and equipment provided.
  3. Equipment packing and storing.
  4. Fire Warden duties, including emergency evacuation procedures.
  5. Reporting of incidents, accidents, hazards.
  6. Security and lock up procedures.
  7. The capacity of the facility/venue.

8. Noise control limits.
9. Their booked time allocation.

### **Noise, neighbours and music**

- a) In organising and staging an event, please consider the interests of the facilities' neighbours and comply with resource management plan for the relevant facility booked.
- b) Noise levels must be kept to an acceptable level at all times. Failure to reduce noise levels at the request of a council officer, Council's security contractor, noise control or the Police may result in the event being stopped.
- c) For multi-room facilities, hirers must maintain noise levels below 60 decibels.
- d) If commercial recorded music is used in a facility, it is the responsibility of the hirer to comply with all copyright requirements.

### **Parking**

- a) The hirer shall ensure that no vehicle obstructs access in any way or contravenes any restricted parking sign.
- b) MPDC cannot guarantee parking availability as it is limited at all facilities/venues.
- c) Where an event impacts the flow of normal traffic past a council venue/facility a compliant Traffic Management Plan (TMP) must be submitted to council for approval.

### **Indoor sporting activities**

- a) MPDC facilities hired for indoor sporting activities including badminton, basketball, football, volleyball and netball are not purpose built and are not necessarily compliant with current guidelines in terms of court dimensions and space surrounding the indoor courts.
- b) Hirers who use a facility/venue for indoor sports accept the courts in their current configuration and condition.
- c) Appropriate white soled/non-marking sports shoes must be worn for all sport activities inside the facility to prevent floor damage. Any activity requiring non-compliant footwear must seek council approval. High heels are not permitted on the courts unless protective flooring is down.

### **Furniture and equipment**

- a) 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 areas, ensuring that all fire exits are left clear at all times. Alternatively, the Events and Venues team can assist with set-up and pack-down for an additional fee, by prior arrangement.
- b) Items of furniture and equipment in the facility are approximate numbers only and may vary. Tables and chairs are provided but a specific number is not guaranteed. Council reserves the right to remove or replace furniture at each council facility, 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 this.

- c) It is the hirer's responsibility to ensure that all furniture brought in externally for an event, is removed by the end of the booking period.
- d) MPDC reserves the right to remove and if not claimed, dispose of any equipment or furniture left in any council facility after the booking period.
- e) MPDC does not take responsibility for the loss or damage to any equipment, furniture or personal item left in any council facility.
- f) Furniture and equipment must be carried, not dragged on the floor.
- g) All electrical equipment brought in by hirers must either display the current tag that identifies it has been tested and tagged by a qualified technician, or a RCD (Residual Current Device) must be used. This is a council requirement and any electrical equipment found in a council facility that is not tagged will be removed.

#### **Storage hire – existing arrangements only**

- a) MPDC reviews storage allocation. Hirers must apply to MPDC for continued use each financial year.
- b) MPDC is not responsible for any loss or damage to any item(s) left in or stored in a facility by the hirer.
- c) MPDC does not provide any insurance cover for loss or damage to property of the hirer or visitor to the facility.
- d) MPDC reserves the right to cancel storage allocation where circumstances so warrant. This may include but is not limited to works taking place.
- e) Storage areas must be kept clean and tidy. Hirers must keep their equipment in their allocated space.

#### **Miscellaneous**

- a) 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. Non marking materials are permitted.
- b) The hirer must not use any of the facility's equipment, fixtures, fittings, heating or ventilation systems other than for the event/booking and that equipment's intended purpose.
- c) No substance shall be deposited in toilets, sinks or drains that will cause blockage or damage.
- d) No naked flames or smoke machines within the facilities.
- e) The hirers need to provide their own stationery and whiteboard pens.
- f) Ballroom powder, confetti or glitter is not permitted in any council facility.

- g) A bouncy castle may be used inside the facility only if it does not touch the ceiling or walls and is powered by an electric air compressor. The device must meet Australian standards AS 3533.4, and an Event Safety Management Plan is required.
- h) All council facilities/venues are smokefree and vape-free including smoke machines.
- i) Any damage to the building, artwork, exhibits, furniture fittings, fixtures or chattels within a facility/venue must be reported immediately to MPDC by calling 0800 746 467 or reporting via [mpdc.nz/incident](https://mpdc.nz/incident)

## **Declaration**

As the hirer of this booking I agree to abide by the terms and conditions.