



Welcome to HBC Youth Centre Room Hire Venues

Terms and Conditions of Hire

HBC Youth Centre offers a range of affordable venue options for every occasion. From private to, sporting team, community group, school, or organisation to hire and enjoy.

Our venues range from a small Wellness Room, carpeted Meeting Room, comfortable Café Area, or the large Gym Area.

The following Terms and Conditions of Hire have been developed to ensure your event runs smoothly with minimal disruption. These Terms and Conditions of Hire should be read in full including any specific requirements for individual facilities. By making a payment to HBC Youth Centre for venue hire you will be deemed to have accepted these Terms and Conditions of Hire.

Please retain a copy of these Terms and Conditions of Hire for your reference ensuring that you are aware of the responsibilities of hire.

This document supersedes all previous documents relating to the terms and conditions for hire of HBC Youth Centres' Venues.

General conditions of use

- a) The person who makes the booking (or the legal entity's representative as notified to HBC Youth Centre) is required to be present for the duration of the Hire Period.
- b) The capacity of the Venue must not be exceeded at any time.
- c) The Youth Centre is designed for general use. The Hirer must consider the suitability for their intended purpose when making a booking.
- d) No animals are permitted in the Youth Centre, 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 compliance laws).
- e) No illegal activities are to take place in or outside the Youth Centre during the rental period. All statutory rules, regulation and bylaws in force shall be strictly observed by the hirer.
- f) A parent or designated caregiver, who is at least 18 years of age, are responsible for all children 10 years of age and under.
- g) Notwithstanding any other provision contained in this Agreement, HBC Youth Centre may refuse admission to any person or require any person attending the Event to leave the Youth Centre at the sole discretion of any HBC Youth Centre staff member.
- h) All persons signing or accepting this Agreement shall be bound personally to abide by all of the terms and conditions contained in this Agreement and to fulfil all of the Hirer's obligations under this Agreement as a principal debtor.

Bookings

- a) Bookings are to be for a minimum of one hour.
- b) The booking must precisely state the type of activity and Event to take place and use the Youth Centre only for that purpose.
- c) Only the area in the Youth Centre that has been booked and confirmed for may be used.
- d) If you need to change your booking date within 5 days to your booked date you must contact HBC Youth Centre on 09 4265005. It may not be possible for HBC Youth Centre to accommodate all requested changes.
- e) Change of a booking day is considered as a cancellation of the booking.
- f) Cancellation rules apply to all amended bookings that result in a different time, except for the extension of bookings.
- g) Set up and pack down time must be included in the booked time.
- i) It is the sole responsibility of the responsible person that all persons have vacated the Venue by the end of the Hire Period.
- j) HBC Youth Centre reserves the right to have staff present at the Venue at any time during the Hire Period.
- k) Failure to adhere strictly to the confirmed Hire Period will incur in additional charges and possible cancellation of any future booking(s).

Regular hire

- a) A Hirer who has 10 or more recurring confirmed bookings within each Financial Year, is a "Regular Hirer" for the purposes of this Agreement.
- b) A priority rate will only apply to Regular Hirer's booking if the booking meets the requirements set out under 'Bookings' above.
- c) Regular Hirers may be asked to relinquish one or more of their bookings if the relevant Venue is needed for a multi-day event, elections, or maintenance within a Youth Centre. In such cases, ample notice will be given.
- d) One key is allocated to Regular Hirers if it falls outside the Youth Centre's normal operating times.

Casual hire

- a) A Hirer who has less than 10 confirmed bookings in a Financial Year, is a “Casual Hirer” for the purposes of this Agreement.
- b) To confirm a booking (or bookings), a Casual Hirer must, within 5 days of making the booking:
 - o accept these Terms and Conditions of Hire; and
 - o make full payment of the relevant Venue Hire Price
- c) If the payment is not made within 5 days after the booking is requested, the relevant booking will be automatically cancelled.
- d) By making a payment to HBC Youth Centre for Venue hire you will be deemed to have accepted these Terms and Conditions of Hire.

Payment

- a) All fees and charges quoted at the time of booking are current at that time and are subject to change. Set fees and charges for all room hire options are reviewed annually, such fees and charges to take effect on 1st April each year. The fees are published on the HBC Youth Centre website.
- b) All Venue Hire Prices quoted at the time of making a booking are GST exclusive. Any fees payable in relation to cancellation of hire exclude GST.
- c) Regular Hirers may be invoiced monthly if they are an HBC Youth Centre credit approved customer, and payment is due as stated on the invoice.
- d) Casual Hirers are required to pay in full within 5 days of making their booking.
- e) The Hirer shall be liable for the payment of all amounts owing to HBC Youth Centre pursuant to this Agreement, whether or not the services of HBC Youth Centre are supplied to the Hirer, or to some other person, firm or corporate body at the Hirer’s request, and notwithstanding that the Hirer may have incurred all or any part of that indebtedness as agent for any other person, firm or corporate body.
- f) If payment is not made in 14 days, the outstanding amount will be a debt due to HBC Youth Centre and may be referred to a debt collection agency or other duly authorized agent of HBC Youth Centre for collection. In addition, HBC Youth Centre may at its discretion and without prejudice to its other remedies:
 - i. Suspend for such period and subject to such terms as HBC Youth Centre in its discretion determines any entitlement to credit given to the Hirer pursuant to this Agreement.
 - ii. To the extent permitted by law, refrain from supplying any further services or goods to the Hirer until the Hirer has discharged all outstanding indebtedness to HBC Youth Centre.

Additional charges

- a) HBC Youth Centre reserves the right to invoice the Hirer for any additional charges resulting from use of venue. Additional charges may include:
- i. Any damage to the Youth Centre caused during the Hire Period or through any breach of the Terms and Conditions in this Agreement.
 - ii. Any theft of HBC Youth Centre property during the Hire Period.
 - iii. If any extra cleaning, rubbish removal, repair, or reinstatement of the Venue which HBC Youth Centre is required after the Event.
 - iv. Any costs, losses, or expenses that HBC Youth Centre incurs due to any breach of the terms and conditions outlined in this Agreement.
 - v. Any unreturned key.
 - vi. Any emergency services call out or if a fire alarm is set off other than for an emergency, HBC Youth Centre reserves the right to impose an additional fee of up to \$1500+GST and hold the Hirer liable for that amount.
 - vii. Any unauthorized overstay, which will be charged at double the hourly rate.
- b) The hirer will upon demand pay all of HBC Youth Centre's reasonable expenses, including cheque dishonour fees, 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 Agreement (including by notifying HBC Youth Centre that bookings are cancelled), HBC Youth Centre will refund the Venue Hire Price as follows:
- i. Cancellation notice received within 30 days prior to the date of Event: Full refund.
 - ii. Within 14 days prior to the Event – 50% of booking fee
 - iii. Within 10 days prior to the Event –25% of booking fee
 - iv. Within 7 days prior to the Event – no refund
- b) If the Hirer cancels more than one booking, penalty fees apply to each cancelled booking.
- c) Any refund due will be made to the bank account for the Hirer.
- d) If payment of the Venue Hire price was not made by the main contact on the booking, proof of payment must be supplied.

Cleaning, rubbish and lock-up

- a) The Hirer is responsible for ensuring that the hired space is left clean. This includes wiping down benches, tables, stoves, and sinks; removing all decoration; vacuuming, mopping up spills and sweeping/static mopping of the floor.
- b) Hirers are required to bring their own cleaning equipment and garbage bags for the rubbish.
- c) The Hirer must remove all rubbish off site at the end of the Event and must leave the Venue and all equipment and furnishings in the Venue, including car parks and adjacent premises, in good, clean, and tidy order. Additional charges will be incurred if rubbish is not removed off-site.
- d) All rubbish must be bagged and disposed of in accordance with HBC Youth Centres' waste minimisation policy.

- e) The Hirer must secure the Venue after the Hire Period, in particular:
- i. Switch off all electrical appliances, lights, heaters and stoves.
 - ii. Ensure that all windows and doors are secure.
 - iii. Ensure that there are no unauthorised persons are in the booked space.
 - iv. Ensure that the alarm is set and activated.
- f) The hirer must return the key to the youth centre within [two] days of the end of the Hire Period (or in the case of a Regular Hirer, after the last booked Event during the Financial Year)

Alcohol

- a) No alcohol is allowed on the premises of the HBC Youth Centre.

Liability

- a) The Hirer will indemnify HBC Youth Centre, its employees or agents against all claims, demands, losses, damages, costs, and expenses arising from the Hirer's use of the Venue or any breach of this Agreement.
- b) HBC Youth Centre is not responsible for the loss of or damage to any of the Hirer's property in or around the Youth Centre. Any equipment/property left in the Youth Centre is at the Hirer's own risk.
- c) HBC Youth Centre is not liable for any loss or expense that the Hirer incurs as a result of fire, flood, earthquake, failure or other unavailability of any building services or other event beyond HBC Youth Centre's reasonable control.

Health and Safety

- a) It is the Hirers responsibility to make themselves familiar with the evacuation procedure in case of fire at the Youth Centre, and to ensure that all emergency exits are clear and free of any obstacles – including tables and chairs when leaving the venue.
- b) In case of fire at a Youth Centre, the Hirer must ensure the evacuation procedure is followed immediately and fire emergency response is notified.
- c) It is the responsibility of the Hirer to provide first aid supplies.
- d) The hirer is responsible for ensuring that the public does not have access to the Youth Centre, including the toilets, during the Hire Period.

Parking

- a) The Hirer shall ensure that no vehicle obstructs access in any way or contravenes any restricted parking signs.
- b) HBC Youth Centre cannot guarantee parking availability as it is open public spaces.

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 area, ensuring that all fire exits are left clear at all times.
- b) Furniture and equipment in the Youth Centre are approximate numbers only and may vary. If the Hirer requires additional furniture and equipment to what is available, then it is the Hirer's responsibility to organise.
- 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 Hire Period.
- d) The hirer must not remove or permit the removal of any furniture, equipment, or other contents from a Youth Centre without the permission of HBC Youth Centre.
- e) HBC Youth Centre reserves the right to remove and if not claimed, dispose of any equipment or furniture left in a Youth Centre after the Hire Period.
- f) HBC Youth Centre does not take responsibility for the loss or damage to any equipment, furniture or personal item left in a Youth Centre.
- g) Furniture and equipment must be carried, not dragged on the floor.
- h) All electrical equipment brought in by Hirers must display the current tag that identifies it has been tested and tagged by a qualified technician. This is an HBC Youth Centre regulation and any electrical equipment found in a Youth Centre that is not tagged, will be removed.

Miscellaneous matters

- a) The Hirer must take proper care of the Youth Centre and ensure that no damage occurs.
- b) 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. 3M tape is permitted to hang decorations from the walls.
- c) The Hirer must not use any of the Youth Centre Facilities' equipment, fixtures, fittings, heating, or ventilation systems other than for the Event and that equipment's intended purpose.
- d) No substance shall be deposited in toilets, sinks or drains that will cause blockage or damage.
- e) Lighting with a naked flame is not permitted in a Youth Centre. Ballroom powder, confetti or glitter and smoke machines are not permitted in a Youth Centre.
- f) Where a bouncy castle is permitted inside a Youth Centre, it must not touch the ceiling or walls, and must be powered only by an electric air compressor.
- e) The Youth Centre are smoke free - including smoke machines.
- g) Any damage to the building, artwork, exhibit, furniture fitting, fixture or chattel within a Youth Centre must be reported immediately to HBC Youth Centre by calling 09 426 5005.
- h) It is the responsibility of the hirer to make sure all interested parties (decorators, caterers etc) are made aware of the terms and conditions.