



# MANGAWHAI BEACH SCHOOL

## Terms and Conditions of Recreation Centre Hire



The School Board of Trustees (*the Board*) is the controlling authority for Mangawhai Beach School (*the School*) and has agreed to enter into this licence agreement to allow \_\_\_\_\_ to use the Recreation Centre (*the Premises*) for the purpose of \_\_\_\_\_ (*Permitted Use*) on the terms and conditions set out in this agreement (*Licence*). The Secretary of Education (*the Secretary*) has authorised the Board to enter into this Licence pursuant to a Gazette Notice published under Clause 37 of Schedule 6 of the Education Act 1989.

The Board grants you a non-exclusive licence to occupy the Premises commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_, on the terms and conditions set out in this Licence.

The following Terms and Conditions apply to all bookings. Please read thoroughly as understanding and agreement of these conditions constitute part of the booking acceptance. If booking on behalf of an organisation or group of people please ensure that everyone involved with the event is aware of this information.

### 1. Bookings

- a) Bookings are to be made through Ezybook booking system via the link on the school website. <http://www.mangawhaibeach.school.nz/>
- b) Name of the person/group hiring the facilities, a contact number and email address is required for bookings. Any booking made six months in advance is subject to confirmation by Mangawhai Beach School BOT.
- c) Mangawhai Beach School has priority booking rights and as such may cancel a booking if the facility is required for school use. 14 days notice will be given in the event.
- d) You must vacate the premises promptly at the end of your session and the facility must be left in a clean and tidy state and the building secured.
- e) The Board makes no warranty or representation that the Premises are fit for any particular use, and you acknowledge that you have entered into this Licence completely in reliance upon your own skill and judgment. You agree to occupy and use the Premises at your own risk, and release the Board from any claim for any loss or damage you may suffer or incur.
- f) You indemnify the Board against any loss, claim, damage, expense, fine, penalty, liability or proceeding suffered or incurred at any time by the Board (or the School or the Secretary) as a direct or indirect result of any breach of your obligations, undertakings or warranties contained or implied in this Licence, or as a direct or indirect result of your activities on the Premises.
- g) You must meet all costs and expenses (including legal costs on a solicitor/client basis) which the Board may incur in enforcing its rights under this Licence.

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- h) This Licence is personal to you, and you may not assign, transfer, sub-licence or otherwise share your rights under this licence or in the Premises to or with any other person.
- i) This Licence is the entire agreement (and replaces all earlier negotiations, representations, warranties, understandings and agreements) between you and the Board regarding your use of the Premises. Any amendments to this Licence must be recorded in writing and signed by both you and the Board.
- j) Please confirm your acceptance of these terms and conditions by signing the enclosed copy of this letter and returning it to us.

### 2. Bond, fees and hire costs

- a) Payment for hire is to be made via direct credit into ASB account number: 12-3094-0106669-01 in the name of Mangawhai Beach School BOT.
- b) A bond of \$200 is required prior to the commencement of the booking and will be returned at the end of the rental period.
- c) Refund of bond shall only be made if all obligations in the contract documents remain fulfilled, no extra cleaning is required and no damage to the Recreation Centre, its contents or the school grounds is sustained on inspection by the custodian after the booking, otherwise any applicable costs will be deducted from your bond.
- d) Costs: Casual hire \$25 plus GST per hour. Regular hire \$15 plus GST per hour. Special events \$50 plus GST per hour.

### 3. Damage and loss

- a) The Hirer will be held solely responsible in respect to any claims arising, or loss, accident, injury or damage to persons sustained in connection with the booking.
- b) Any loss or damage to property, furniture, fittings, fixtures, appliances and apparatus in or about the said premises will be charged to the Hirer.
- c) No responsibility will be accepted for any damage to or loss of any property you bring to or store on the premises.
- d) Nothing is to be driven into or attached in any way to ceilings, walls, floors, furniture or furnishings without prior permission. No writing, painting or disfigurement is to be applied to the walls, ceilings or floors.
- e) The hirer must return all chairs, furnishings or other property to their designated areas.
- f) The hirer must report any broken fittings, breakages or unsafe equipment e.g. hoops, lights, appliances within 48 hours of the end of the rental period.



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- g) When using the main court area, bare feet or clean court shoes are only permitted on this surface. In the case of a function/wedding covers such as carpet must be used to protect the court surface or stiletto shoes removed.

### 4. Health and safety

- a) Fire/emergency exit doors must be kept clear from obstruction at all times.
- b) The Hirer is responsible for the provision of their own first aid facilities during the hire period and the Hirer is responsible for the provision of a cell phone for emergency purposes.
- c) The Hirer is responsible for the behaviour of events participants and maintaining good order and behaviour in all parts of the premises and surrounding school grounds. The Hirer will not cause or permit disorderly conduct or nuisance to arise from participants.
- d) The Hirer will comply with all laws, regulations, bylaws and rules applicable to the operation of the event and the use of the venue, including taking all practicable steps to ensure that the provisions of the Health and Safety Employment Act 1992 are met at all times.
- e) You will comply with and observe the Board's health and safety policy and procedures, the Health and Safety at Work Act 2015 and any relevant Regulations or Codes of practice under that Act and any Ministry of Education requirements in the use and occupation of the Premises. You will provide to the Board, if demanded, a health and safety policy and management plan for the Premises having regard to your intended use and occupation of the Premises. The Board may make recommendations to such plan or any revised plan from time to time which you must comply with.
- f) The Hirer will be responsible for ensuring that the Recreation Centre is kept secure at all times.
- g) You will use the Premises only for the Permitted Use.
- h) Smoking is not permitted on the premises.
- i) You will not bring or store within the Premises (nor allow to be brought upon or stored within the Premises) any goods or things of any offensive, noxious, illegal or dangerous nature which could cause damage to School buildings or other facilities, or affect the health and safety of any person on the Premises.

### 5. Permits and consents

- a) The Hirer shall obtain and comply with the provisions and necessary approvals, consents and licences from any person, including the Council, to run the event. The costs of these will be met by the Hirer. This includes music, sound systems and liquor licences if applicable.



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- b) Liquor is permitted subject to compliance with the application for a Special Licence, and that it will remain under the strict control of one responsible adult throughout the booking.
- c) Where sale of food is undertaken the Food and Hygiene Regulations 1974 must be complied with.

### **6. Security**

- a) The Hirer will be provided with the necessary access. Access cards must be returned within 48 hours or as agreed with the custodian of the Recreation Centre.
- b) It is the responsibility of the Hirer to check that all outer doors and access windows are securely locked at the end of the hire period. If Mangawhai Beach School is required to call a security guard for any reason the Hirer will be billed for any costs incurred.

### **7. Cleaning and rubbish**

- a) Please ensure that ALL RUBBISH is removed from the Recreation Centre and the outside surrounding area.
- b) The total area must be left clean and tidy at the end of booked times. Floors must be mopped and carpets vacuumed. Mangawhai Beach School supplies cleaning equipment and limited toilet paper. Please check toilets are in a clean and tidy condition and advise if cleaning supplies need replenishing.
- c) You must remove all personal equipment and belongings immediately after the hire period, unless prior approval has been given, within the period of hire.

### **8. Cancellations/Terminations**

Mangawhai Beach School reserves the right to cancel any bookings if the Recreation Centre is required for any purposes of urgent maintenance, national or civic nature. In that event all fees will be refunded in full and the event will be rescheduled.

Due to its overriding statutory obligations, the Board may terminate this Licence at any time by giving you minimum 2 weeks notice in writing. The Board may terminate this Licence at any time without notice if you are in breach of any covenant or agreement on your part expressed or implied in this Licence. You are not entitled to any compensation for any such early termination of this Licence.



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### 9. Emergency/evacuation procedures

All visitors need to read and be familiar with the safety plan and be able to respond to an emergency and evacuate the building safely. Immediate evacuation of all areas of the building is essential upon discovery of a fire or upon the sounding of the fire alarms.

Each user group will be required to maintain a register (when applicable). If there are any people in your group who require assistance leaving the building in the event of an emergency, please record their names as required. Keep this register with you at all times. Location of fire hoses/fire extinguishers/alarms switches.

Please see hall floor plan (located at the main exit) for location of the above and make sure you and the members of your group are familiar with the fire exits.

\_\_\_\_\_ Date:

Aaron Kemp  
Board Representative

The terms of the Licence granted by this letter are agreed and accepted

\_\_\_\_\_ Date:

Name:

\_\_\_\_\_ Signature: