

TERMS AND CONDITIONS OF HIRE

1. DEFINITIONS

- 1.1 **"Booking Co-ordinator"**: The named person who has signed and authorised your booking in accordance with these terms and conditions on behalf of the Hirer.
- 1.2 **"Booking Fee"**: The fee to be paid to us for the use of the Hire Area during the Hire Period.
- 1.3 **"Facility"**: The EA Network Centre owned and operated by the Hirer and includes any surrounding grounds.
- 1.4 **"Hire Area"**: The area of the Facility that is designated, via your booking, for your use.
- 1.5 **"Hire Period"**: The period of time for which you have booked the Hire Area.
- 1.6 **"Hirer"**: Ashburton District Council as the owner and operator of the Facility.
- 1.7 **"Invitees"**: Any individual, group or organisation who uses the Facility in association with your booking during the Hire Period.
- 1.8 **"Major Event"**: Any event or function considered by the Facility's management to be a 'significant use' of the Facility and advised to you as such at the time of your booking. This is to be considered on a case-by-case basis having regard to all relevant factors including:
- (a) the amount of the Facility space to be hired;
 - (b) the number of people in the hiring group;
 - (c) any alterations or additions needed to be made to the Hire Area to accommodate the booking; and
 - (d) the level of disruption or alterations needed to be made to the use of the Facility by other users.
- 1.9 **"Major Event Booking"**: The Facility is hired for a Major Event which requires your exclusive use.
- 1.10 **"Regular Block Booking"**: A booking that reoccurs on the same day, is for the same length of time, each week, for a minimum of four weeks.

2. INTERPRETATION

- 2.1 All references to **"we"** or **"us"** mean the Facility management team on behalf of the Hirer.
- 2.2 All references to **"you"** or **"your"** mean any individual, group or organisation that has made a booking to use the Facility or a Hire Area and includes all your Invitees.

3. GENERAL CONDITION OF BOOKING

- 3.1 In consideration for you paying the Booking Fee, we grant you a licence to use the Hire Area for the Hire Period in accordance with these terms and conditions.
- 3.2 In making a booking you agree to these terms and conditions. Also you agree to ensure that your Invitees comply with these terms and conditions.

4. PAYING FOR YOUR BOOKING

- 4.1 You must pay the Booking Fee before the Hire Period and before you use the Facility, unless we agree otherwise at the time you make your booking in which case we may require you to pay a deposit.

- 4.2 If you have failed to pay the Booking Fee or break these terms and conditions, we may charge you, and you must pay, all reasonable costs we incur in recovering the debt from you or enforcing or attempting to enforce any of our rights under these terms and conditions or at law.

5. YOUR CONDUCT AT THE FACILITY

- 5.1 We pride ourselves on providing a friendly and inviting Facility for the entire community's use. We ask you to assist us in maintaining this environment by ensuring that you do not:
- (a) behave in an offensive or disorderly manner that is likely to cause danger or annoy other Facility users and/or damage our reputation;
 - (b) consume or bring alcohol and/or drugs onto the Facility; or
 - (c) smoke in the Facility, including all outdoors areas.
- 5.2 We can require any person, who appears to be under the influence of alcohol and/or drugs or breaking clause 5.1, to leave the Facility immediately.

6. USE AND CARE OF THE FACILITY

- 6.1 We care about the condition of the equipment and facilities that we give to you and all other users. We ask you to assist us in maintaining the quality of such equipment and facilities by ensuring that you do not:
- (a) fix decorations or install additional power or lighting to the Hired Area without our prior approval;
 - (b) bring any objects into the Hired Area or the Facility that may cause damage to the Facility or harm any of its users (i.e. glassware, glass objects, crockery or knives); or
 - (c) bring into the Hired Area or the Facility any items that may have the potential of damaging any part of the Facility or require us to carry out cleaning in addition to that we normally carry out (i.e. chewing gum or items creating graffiti).
- 6.2 You must complete all set-up and pack-down requirements before the end of the Hire Period, unless otherwise negotiated with us at the time of booking.

7. FOOD AND DRINK

- 7.1 You must:
- (a) Obtain our approval (at the time of booking) before bringing outside catering into the Facility.

8. CARE FOR YOUR PERSONAL BELONGINGS

- 8.1 While we take reasonable care to ensure that the Facility is a secure place for you to bring and use your belongings, you must take full care and responsibility for your belongings because there may be other users present at the Facility during the Hire Period and we do not watch over your belongings.
- 8.2 In order to ensure the security of your belongings, you may use the lockers that we provide to lock and store your belongings. Locks are available from reception for hire.

8.3 We are not responsible for any items that may be lost, damaged or stolen at the Facility if the loss, damage or theft was caused by a circumstance other than us failing to take reasonable care.

9. DAMAGE TO FACILITY PROPERTY

9.1 You must immediately notify us of any damage to the Facility's property, equipment or fittings. You will be liable for the cost of repairs or replacement for any damage you or your Invitees cause to the Facility or any of its contents (fair wear and tear excepted).

9.2 You must not activate a fire alarm at the Facility without having reasonable cause to do so. If you or your Invitees activate the fire alarm at the Facility without reasonable cause (i.e. accidentally or deliberately), you may be required to pay any cost we incur as a result.

10. POOL SPECIFIC RULES

10.1 Children under the age of 8 years of age must be actively supervised in the water by a responsible caregiver aged 16 years or over.

10.2 Children under 5 years of age must be supervised in the water and within arm's reach of a caregiver aged 16 years and over at all times.

10.3 Children under 16 years of age must not enter the spa or steam room.

10.4 You must obey lifeguard rules and orders at all times.

10.5 To ensure your safety and the safety of others while using the pool you must not:

- (a) run, pull or lean on the lane ropes, or perform flips or bombs;
- (b) use hard balls, or any other objects in the pool which are likely to cause harm to other users;
- (c) swim if you have suffered from diarrhoea within 14 days of the Hire Period to ensure the health and safety of other users;
- (d) use the diving blocks without first obtaining our prior approval; and
- (e) take photographs or videos in the pool area (using digital, video or mobile phone devices) without first obtaining our prior approval.

11. STADIUM SPECIFIC RULES

11.1 To maintain the stadium in good condition, you must:

- (a) wear non marking sports shoes in the stadium; and
- (b) not wear stiletto shoes in the stadium area.

11.2 If you, or any Invitee, suffers an accident which results in blood needing to be cleaned up, the appropriate equipment is available for your use from stadium control or the first aid room. Please refer to Appendix One for our blood spillage procedure.

12. HEALTH AND SAFETY

12.1 To ensure your health and safety and the health and safety of other Facility users, you (on your own behalf and on behalf of your Invitees) must:

- (a) strictly adhere to the Facility's health and safety and evacuation procedures which are located in the form of Flipcharts located in the stadium. The

health and safety procedures are attached for your information/knowledge.

- (b) follow the instructions the Facility's staff give you in the event of an emergency;
- (c) report all accidents, to the Facility's staff immediately. Accident forms are available for completion at reception;
- (d) report any new hazards immediately to the Facility's staff; and
- (e) not allow any bags or equipment to block emergency exits and ensure that emergency exits are kept clear at all times.

12.2 It is your sole responsibility to ensure that the first aid procedures and/or requirements are met by you and for your Invitees. This includes supplying your own first aid kit.

13. CANCELLATION OF YOUR BOOKING BY YOU

13.1 Your booking will be confirmed once we send you an email confirming your booking.

13.2 If we have confirmed your booking and you fail to show up for the Hire Period, we can charge you a reasonable estimate of our loss (up to 100% of the Booking Fee) if we are unable to re-book the Facility for the Hired Period.

13.3 If you make a Regular Block Booking or a Major Event Booking, you must give the Booking Co-Ordinator four weeks' written notice of your cancellation.

13.4 If you do not give notice of your cancellation: four weeks for a Regular Block Booking or a Major Event Booking or two weeks' notice for any other booking, then we can charge you a sum equal to up to 100% of the Booking Fee as contribution towards any losses or costs we suffer as a result of the cancellation if we are unable to re-book the Facility for the same Hire Period.

13.5 Online bookings – all 'no show' bookings will incur 100% of the booking fee.

14. CANCELLATION OF YOUR BOOKING BY US

14.1 We can cancel your confirmed booking by giving you two weeks' notice. We will refund you any deposit or booking fee you have paid in advance for the Hire Period.

14.2 If you have made a Regular Block Booking or a Major Event Booking we will give you four weeks' notice of the cancellation.

14.3 In the event of an emergency, or for reasons beyond our reasonable control, we may cancel any confirmed booking (including a Major Event or Regular Block Booking) at any time. We will give you as much notice as we reasonably can in the circumstances. We will refund to you any deposit, or Booking Fee you have paid in advance for the Hire Period.

14.4 You will not be entitled to a refund of your Booking Fee for a cancelled booking if we cancelled your booking because you break a material clause of these terms and conditions.

15. OUR RIGHTS

15.1 We can immediately terminate your booking if you or your Invitees break any material clause of these terms

and conditions or any relevant laws or you bring us or the Facility into disrepute.

- 15.2 We can require any person, who is not complying with these terms and conditions, to leave the Facility immediately.
- 15.3 We can refuse any person entry to the Facility, who we consider (on reasonable grounds) is not complying or will not comply with these terms and conditions.

16. ROOM HIRE

- 16.1 Any damage to the Community Room or Meeting Room incurred during your booking will be on charged.

Appendix one – Blood Spillage Procedure

To ensure your health and safety and the health and safety of other users, please comply with the following Blood Spillage Procedure if blood is spilled during the Hire Period:

1. Within the bucket there is a trigger spray sanitizer which you must spray on the affected area/s and wipe with paper towels or mop off as soon as possible.
2. Strictly no other cleaning products to be used in the stadium.

Please comply with the following steps:

1. Use disposable gloves;
2. Contain and absorb the spill with paper towels/sanitizer soaked paper towels and place in rubbish bin;
3. Using water and the red bucket and red squeegee mop, clean the spill area of all visible blood;
4. Discard all disposable materials used to decontaminate the spill into a rubbish bin; and
5. Remove and dispose of disposable gloves and wash your hands.

By booking a court or meeting room or any other form of service online you agree and accept the above terms and conditions.