

Hawke Sea Scouts (HAWKE) - CONDITIONS OF HIRE - 55 West End Road, Herne Bay, Auckland, www.hawke.org.nz

Access to venue

Access to the venue will be arranged by the Hawke Booking manager. Access is electronic and activated by the hirers mobile phone.

Availability

Hawke accepts no responsibility or liability in the event that the hall cannot be made available due to circumstances beyond its control.

Behaviour

The hirer is responsible for the orderly behaviour of attendees. Any requirement for involvement by security or police may result in forfeiture of bond monies.

Bond

A refundable bond may be required for bookings. Bond payments are to be deposited into the HAWKE bank account. Deductions from the bond will occur if:

- the venue or any equipment or fittings are damaged, interfered with or removed
- extra cleaning is required
- you enter into or remain within or leave equipment within the venue outside the booked period
- the venue key is not returned within the stated times
- rubbish is left inside and/or outside the venue
- any other breach of these conditions has occurred, including those resulting in call out charges or other costs to HAWKE

Otherwise the bond will be returned in full within 10 working days of the date of the function. If additional charges are incurred the refunding of the bond may be delayed.

Breach of conditions

Any breach of these conditions may result in

- forfeiture of all or part of the bond
- closure of the function
- refusal to accept future bookings
- extra charges being incurred including administration costs or other professional fees

Cancellation/additional bookings

HAWKE reserves the right to charge a cancellation fee if a hirer cancels a booking once the booking has been confirmed. This includes bookings cancelled and rebooked for a different day or time. 20% of the booking fee is committed if cancelled after invoice issued. 50% of the booking fee is committed if cancelled within 30 days. 80% of the booking fee is committed if cancelled within 7 days

Capacity

Maximum capacity of the upper level is 100 persons. Boatshed capacity is 20 persons.

Cleaning and rubbish removal

- hirers are responsible for cleaning the venue
- hirers must supply dishwashing materials and tea towels
- chairs and tables must be cleaned and returned to their original location
- the cleaning of the venue is to be completed within the booked period
- hirers must remove all rubbish from the venue after their hire - this includes removal from car park and adjacent areas.

Fire safety

Every hirer is required to be familiar with the procedure for evacuation of the facility in case of fire, and for following instructions of the appointed fire warden. The appointed fire warden must ensure that all means of egress are checked twice during the hire period - once on entering the facility, and once during the course of the function. In case of fire, evacuate the facility immediately then notify the Fire Brigade by phoning 111.

Hire charges and payments

All payments must be paid by the date specified on the customer invoice. The HAWKE booking officer will advise you of requirements when your booking is confirmed. If charges are not paid by the due date, HAWKE reserves the right to cancel future bookings. In all cases a deposit is payable upon confirmation of booking and full payment must be made at least 30 days prior to hire date unless otherwise agreed.

Hire contract

The hirer's contract must be signed by a person 18 years of age and over and returned to the HAWKE booking officer at least 10 days before the function date.

HAWKE members

HAWKE reserves the right for HAWKE members to be present at any time. **Note:** no landlord tenant relationship arises between HAWKE and the hirer. HAWKE members may use the lower entry door at any time for the purpose of accessing the boatshed and ramp.

Hours of use

Hirers may not enter the HAWKE facility until the time booked and all functions must end at the completion of the booked period. The booking period must include setting up, dismantling, and cleaning of the venue.

Liquor

Liquor consumption on the premises is at the discretion of HAWKE. Hirers must comply with relevant Auckland Council liquor bylaws. Should a license be required application forms are available from Auckland Council and application must be made at least 25 working days before the event date. This includes a 20 day statutory waiting period under the Sale of the Liquor Act 1989. The licence must be displayed within the premises throughout the duration of the function.

Loss or damage

HAWKE accepts no responsibility for loss or damage to any property of the hirer or any guest or invitee's property which may be brought to the venue, whether within or outside the premises, and does not provide any insurance cover for such property, including property left secured in any storage facility which may be provided.

Noise

Noise must be kept to an agreed and moderate level at all times. Failure to comply with this condition may result in the early closure of your function. Live bands are not allowed. Any sound system must be approved by Hawke. Any recorded incident in respect of Council noise control regulations may cause forfeiture of bond monies.

Performing rights copyright

The hirer will be responsible for any fees which might be claimed by and held to be payable to the Australasian Performing Rights Association, or like associations.

Prohibited

- no smoking or chewing gum inside or around the venue including balcony and ramp
- no use of ballroom powder, confetti or glitter
- no decorations or scenery may be attached to, or hung from any part of the venue without prior written approval of HAWKE
- no open fires, smoke machines, naked flames (this includes candles and kerosene lamps), barbecues or spits are to be used inside.
- no stiletto heels on wooden floors unless using heel protectors

Private Items

Private items may not be stored at the premises unless by prior arrangement.

Refund policy

Refunds will be given in accordance with the **Cancellation** and/or **Bond** clauses.

Right of refusal to hire

HAWKE may, at its discretion, refuse any application for hire and may cancel any booking without assigning a reason. In each case all monies paid will be returned in full.

Security

The hirer is responsible for securing the facility upon completion of the function. Ensure:

- all lights, heaters, stoves and electrical appliances are turned off
- windows and doors are closed and locked
- alarm is set

A security guard may be required to attend functions involving liquor or night time socials at the discretion of HAWKE. A guard will be provided by HAWKE at a cost to be advised to the hirer. The cost of the guard will not be waived if the hirer has their own security. The purpose of the security guard is purely for the protection of HAWKE property and **not** as security for the hirer's function.

Supervision of children

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