

Orewa Auditorium and Events Centre (OAEC) and Orewa College Venues Terms and Conditions of Hire

Welcome to Orewa Auditorium and Events Centre (OAEC or Orewa College venues). The following Terms and Conditions are to ensure your Event runs smoothly with minimal disruption. These Terms and Conditions should be read in full including any specific requirements for individual facilities. By making a payment to Orewa College 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, verbal agreements and correspondence relating to the terms and conditions for hire.

YOUR BOOKING IS NOT CONFIRMED UNTIL YOU HAVE ACCEPTED THE TERMS AND CONDITIONS OF HIRE, RETURNED THE SIGNED AGREEMENT AND A DEPOSIT HAS BEEN PAID.

Definitions

In this Agreement, unless the context otherwise requires, **Agreement** means the Agreement between Orewa College and the Hirer in regard to the Event and agreed OAEC or Orewa College venues and includes these General Terms and Conditions, the Hire Agreement form and any confirmation letters/emails from Orewa College.

Cleaning Fee means any cleaning fee specified on the invoice.

Event means the purpose for which the OAEC or Orewa College venue is hired as described in the Hire Agreement (paper or electronic) that forms part of this Agreement.

Financial Year means 1 January to 31 December.

Hirer means the person(s) or legal entity named as Hirer in the Hiring Agreement (paper or electronic) that forms part of this Agreement and includes a "Casual Hirer" and a "Regular Hirer" as defined in the Terms and Conditions of this Agreement.

Hire Period is the agreed time for which the OAEC or Orewa College venue is hired for and includes the induction to the OAEC or Orewa College venues and the cleaning time after the Event.

OAEC or Orewa College venues means Orewa College owned venue and its facilities identified in the Hire Agreement (paper or electronic) that forms part of this Agreement.

Venue Hire Price is the fee charged for use of an Orewa College Venue specified in the Prices Charged schedule.

General Conditions Of Use

1. All Hirers must be a legal entity. Orewa College reserves the right to ask for proof of legal entity. A legal entity is a registered group or individual who has capacity to:
 - a. enter into agreements or contracts;
 - b. assume obligations;
 - c. incur and pay debts;
 - d. sue and be sued in its own right;
 - e. be accountable for illegal activities;
2. The person who makes the booking (or the legal entity's representative as notified to Orewa College) is required to be present for the duration of the Event.
3. The Hirer does not have the right to sub-let the facilities.
4. The Hirer shall only use that part of the facility that has been hired and paid for, and for the time specified.
5. Any Event held in the facility must conclude by 12 midnight and the premises vacated by 1.00am. For an Event to run later than this a Special Licence is required from Auckland Council.
6. The stated capacity (as outlined below) of the OAEC or Orewa College venues must not be exceeded at any time. It is the Hirer's responsibility to understand the capacity and ensure it is not exceeded.

The capacity of the facilities is outlined below:

Area	Maximum	Maximum Seated	Maximum for Sit Down Dinner
Full Orewa Arts and Events Centre (excluding dance studio)	800	750	300
Full Auditorium (excluding Foyer)	600	600	200
Main Auditorium (2/3 rd of Full Auditorium)	400	400	150
Foyer	200	180	100
Dance Studio	40	-	-
Drama Suite	80	60	-
Lecture Theatre	90	90	-
Classrooms	40	40	-
Gymnasium	400	-	-

7. All statutory rules, regulations and bylaws in force shall be strictly observed by the Hirer.
8. It is the responsibility of the Hirer to ensure the health and safety of all persons on site for their Event – see further detailed requirements in the 'Health and Safety' section of this Agreement.
9. It is the responsibility of the Hirer to inspect the OAEC or Orewa College venues at the commencement of the Hire Period to ensure its condition is safe and fit for the hire. Any hazards should be reported immediately to Orewa College by calling 0276689618 or 0212649115 or in the event of an emergency by calling the relevant emergency response and Orewa College.
10. All OAEC or Orewa College venues are designed for general use. The Hirer must consider the suitability of the particular venue for their Event when making a booking.
11. The Hirer must not remove or permit the removal of any furniture, equipment or other contents from the OAEC or Orewa College venues without the written permission of Orewa College.

12. It is the Hirer's responsibility to ensure that the general public does not have access to the OAEC or Orewa College venues or Orewa College spaces, including the toilets, during the Hire Period.
13. It is the Hirer's responsibility to ensure that the requirements of the Health and Safety in Employment Act 2015, the Smoke-free Environments Act 1990, and the Sale and Supply of Alcohol Act 2012 as they apply to the Hirer's intended use of the Community Venue are met.
14. No animals are permitted in the OAEC or Orewa College 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 compliance laws).
15. The Hirer must not allow any illegal activities to take place in or outside the OAEC or Orewa College venues during the Hire Period.
16. It is the Hirer's responsibility to contact the Police immediately if there are any concerns from a person(s) disorderly behaviour.
17. Noise levels must be kept to an acceptable level always, as outlined by the Auckland Council.
18. The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, accompanies all children under 10 years of age.
19. Notwithstanding any other provision contained in this Agreement, Orewa College may refuse admission to any person or require any person attending the Event to leave the OAEC or Orewa College venues at the sole discretion of any Orewa College staff member.
20. Nothing in this Agreement creates a landlord – tenant relationship between parties.
21. 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 this Agreement and to fulfil all of the Hirer's obligations under this Agreement as a principal debtor.
22. Chewing gum is NOT to be brought into the Centre.
23. The Hirer must take proper care of the OAEC or Orewa College venues and ensure that no damage occurs.
24. 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.
25. Should there be a piano in the OAEC or Orewa College venues, the Hirer must ensure this is only moved by Orewa College staff. While care is taken to ensure piano is tuned at all times, no responsibility will be taken by Orewa College in the event the piano becomes untuned.
26. The Hirer must not use any of the OAEC or Orewa College venues equipment, fixtures, fittings, heating or ventilation systems other than for the Event and that equipment's intended purpose.
27. No substance shall be deposited in toilets, sinks or drains that will cause blockage or damage.
28. No naked flame or dry ice shall be used within the building, without the prior written consent of the Booking Manager. Hirers should be aware that either of these may set off the fire alarms.
29. Ballroom powder, confetti or glitter is not permitted in any Venue.
30. All OAEC or Orewa College venues are smoke free. No smoking is allowed on Orewa College facility premises including the outside grounds of the facility and any area of the property such as carpark, park grounds etc.

31. Any damage to the building, art work, exhibit, furniture, fittings, fixture or chattel within the OAEC or Orewa College venues must be reported immediately to Orewa College by calling 0276689618 or 0212649115.
32. In the event of a power cut, the Centre has emergency lighting for a minimum of 20 minutes. If full power is not restored after 20 minutes, the Centre must be evacuated until such time that full power is restored. No refund will be given for an event disrupted by a power cut, water cut or other crisis situation.

Bookings

1. All bookings for use of the Orewa Arts Centre (OAEC) or Orewa College venues are to be made through the Booking Manager at Orewa College (email: bookings@orewacollege.co.nz or phone: 09 427 3045).
2. Bookings are to be for a minimum of one hour.
3. The Hirer must precisely state the type of activity and Event to take place and use the OAEC or Orewa College venues only for that purpose.
4. The Hirer must use only the area in the OAEC or Orewa College venues that has been booked and confirmed.
5. If you need to change your booking (times on the same day, contacts, address etc) you must contact Orewa College prior to the Hire Period on 09 427 3045 (Monday to Friday 8.15 – 3.15). It may not be possible for Orewa College to accommodate all requested changes.
6. Change of a booking day is considered as a cancellation of the booking as a whole.
7. Set up and pack down time must be included in the Hire Period.
8. The Hirer shall ensure that all persons have vacated the Venue by the end of the Hire Period.
9. Orewa College reserves the right to have staff present at the Event at any time.
10. 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).

Indoor Sporting Activities

1. An Orewa College venue that is 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.
2. Hirers who use a OAEC or Orewa College venue for indoor sports accepts the courts in the current configuration and condition.
3. Appropriate white soled shoes must be worn for all sport activities inside the OAEC or Orewa College venues. To prevent floor damage, tap dance groups must ensure the screws in their shoes are removed.

Regular Hire

1. A Hirer who has 10 or more recurring confirmed bookings within Orewa College's Financial Year is a "Regular Hirer" for the purposes of this Agreement.
2. Payments may be for the year or you can select to pay by instalments in which case monthly or termly invoices will be issued.
3. To confirm its bookings a Regular Hirer must accept these Terms and Conditions and returned the signed Hire Agreement within 4 days of receipt, to the Bookings Manger.
4. Regular Hirers must rebook with Orewa College for new and continued use each Financial Year. Regular Hirers must submit their booking requests no later than 1 September each year for the following Financial Year.
5. Orewa College cannot guarantee the renewal of existing Regular Hirer arrangements will be approved each year.
6. Regular Hirers may be asked to relinquish one or more of their bookings if the relevant OAEC or Orewa College venues is needed for a multi-day event, elections, maintenance or to allow for better use of all rooms within the OAEC or Orewa College venues. In such cases, a minimum of 3 weeks' notice will be provided to the Regular Hirer and Orewa College will either find an alternative space within the OAEC or Orewa College venue, or reimburse the amount paid if no suitable venue can be provided.
7. One access key is allocated to Regular Hirers. There is a fee of \$25 for a Regular Hirer who requires an additional access cards or keys.

Casual Hire

1. A Hirer who has less than 10 confirmed bookings within Orewa College's Financial Year, is a "Casual Hirer" for the purposes of this Agreement.
2. To confirm a booking (or bookings), a Casual Hirer must, within 7 days of making the booking (or immediately for an Event taking place in less than 7 days from the booking):
 - a. accepts these Terms and Conditions of Hire by way of returning signed copy of Hire Agreement; and
 - b. make full payment of the relevant Deposit as invoiced or payment in full for an Event taking place in less than 7 days from the booking.
3. If payment of the deposit is not made within 7 days after the booking is requested, the relevant booking will be automatically cancelled on the 8th day following the booking request.
4. By making a payment to Orewa College for OAEC or Orewa College venues hire you will be deemed to have accepted these Terms and Conditions of Hire.

Payment

1. All fees and charges quoted at the time of booking are current at that time and are subject to change. Local Boards review and set fees and charges for all venues annually, such fees and charges to take effect on 1st January each year. The fees are published on the OAEC website: www.oaec.co.nz.
2. All fees quoted at the time of making a booking are GST exclusive. Any fees payable in relation to cancellation of hire exclude GST.

3. Regular Hirers may be invoiced monthly or termly (as agreed between Booking Manager and Hirer), and payment is due as stated on the invoice.
4. Casual Hirers will be invoiced for payment of any outstanding amount which must be paid in full 7 days prior to the Event.
5. The Hirer shall be liable for the payment of all amounts owing to Orewa College pursuant to this Agreement.
6. If payment is overdue for a period of 14 days or more, the outstanding amount will be a debt due to Orewa College and may be referred to a debt collection agency or other duly authorised agent of Orewa College for collection.

Additional Charges

1. Orewa College reserves the right to invoice the Hirer for any additional charges resulting from Hirers use. In addition to the Venue Hire Price quoted at the time of booking, the Hirer may be charged for:
 - a. Any damage to the OAEC or Orewa College venues caused during the Hire Period or through any breach of the Terms and Conditions in this Agreement.
 - b. Any theft of Orewa College property during the Hire Period.
 - c. Any extra cleaning, rubbish removal, repair or reinstatement of the OAEC or Orewa College venues which Orewa College considers is required after the Event.
 - d. Any costs, losses or expenses that Orewa College incurs due to any breach of the terms and conditions outlined in this Agreement.
 - e. Any unreturned key(s).
 - f. Any emergency services call out or fire alarm activation for a non-emergency situation.
 - g. If a fire alarm is set off other than for an emergency, Auckland Council reserves the right to impose an additional fire service fee.
 - h. Auckland Council noise control units sent to the venue during the Event.
 - i. Any unauthorised overstay, which will be charged at double the hourly rate.
2. Orewa College reserves the right to apply an additional charge for security, cleaning and/or a technician for an Event.
3. The Hirer will upon demand pay all of Orewa College'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

1. In the event that the Hirer terminates the Agreement once booking has been confirmed, Orewa College will refund as follows:

Cancellation notice received:

 - a. More than 30 days prior to the date of Event – deposit shall be forfeited.
 - b. Within 30 days prior to the Event – deposit shall be forfeited and 25% of Venue Hire Price.
 - c. Within 14 days prior to the Event – deposit shall be forfeited and 50% of Venue Hire Price.
 - d. Within 7 days prior to the Event – no refund.
2. If the Hirer cancels more than one booking, penalty fees apply to each cancelled booking.
3. Any refund due will be made to the account nominated on the Hire Agreement.

4. Orewa College may terminate any booking(s), any Event and/or this Agreement in its sole discretion if it considers:
 - a. the Event will, or might, contravene any statute, order, regulation, bylaw, rule of law or any other requirements of a public or local authority, or otherwise be in breach of this Agreement;
or
 - b. that the management or control of the Event is deficient.
5. Orewa College reserves the right to cancel booking(s) where circumstances so warrant. These may include, but are not limited to, emergency situations and adverse environmental/weather conditions. Orewa College will endeavour to provide an alternative OAEC or Orewa College venues. If the alternative option is not suitable, the hire fee will be refunded in full.
6. Orewa College is entitled to suspend or cancel all or any part of this Agreement, in addition to its other rights and remedies, in any of the following circumstances:
 - a. If any cheque tendered to Orewa College in payment of any indebtedness of the Hirer under this Agreement is dishonoured upon presentment.
 - b. If the Hirer fails to meet any obligation under the Agreement with Orewa College.
 - c. If the Hirer is made bankrupt, dissolved, placed into liquidation, becomes insolvent, or is removed, or is likely to be removed from the register of companies.
 - d. If a receiver is appointed in respect of the assets of the Hirer.
 - e. If an arrangement with the Hirers creditors is made or is likely to be made.
7. Upon cancellation of this Agreement under (c) or (e) above the Venue Hire Price will not be refunded and all indebtedness of the Hirer to Orewa College hereunder shall become immediately due and payable.

Insurance

1. Orewa College does not undertake to arrange for or maintain any insurance cover, property, contents or otherwise, for the OAEC or Orewa College venues or the Event for the benefit of the Hirer. Any items brought in by the Hirer are the responsibility of the Hirer and will not be covered by the OAEC or Orewa College insurance. We recommend appropriate insurance cover be obtained.
2. The Hirer is responsible for arranging for and maintaining any insurance cover they consider 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.
3. The College will not be responsible or liable for any loss, theft or damage of any property of the Hirer or of any user of the facility regardless of cause.

Cleaning, Rubbish and Lock-up

1. A Cleaning Fee of \$100 will be charged to Hirers of the OAEC.
2. The Hirer is responsible for ensuring that the hired space is left clean and ready for the next user. This includes wiping down benches, tables, stoves and sinks; removing all decoration; and mopping up spills.
3. Hirers are not responsible for cleaning the floors or toilet areas. A Hirer who has paid the Cleaning Fee is still required to sweep, clean and pack down tables and chairs, and pack, bag and remove all rubbish off site.

4. Hirers are required to bring their own cleaning equipment and garbage bags for the rubbish.
5. The Hirer must remove all rubbish off site at the end of the Event, and must leave the OAEC or Orewa College venues and all equipment and furnishings in the OAEC or Orewa College venues, including car parks and adjacent premises, in good, clean and tidy order. Additional charges will be incurred if rubbish is not removed off-site.
6. The Hirer must secure the OAEC or Orewa College venues after the Event, in particular:
 - a. The Hirer must return all access keys to Orewa College within five (5) days after the Event (or in the case of a Regular Hirer, after the last booked Event during the Financial Year).
 - b. Switch off all electrical appliances, lights, heaters and stoves.
 - c. Ensure that all windows and doors are secure.
 - d. Ensure that the alarm is set and activated (where applicable).
7. Unless directed otherwise by the Booking Manager, chairs and any other furniture items are to be returned to where they were found.
8. A strict three-strike policy applies for cleaning and rubbish removal each Financial Year. A Hirer will receive a warning if it does not leave the hired space clean and ready for the next user. On the third occurrence warranting a warning, the Hirer will be removed from the OAEC or Orewa College venues, any future bookings will be cancelled, and the Hirer will not be allowed to book any OAEC or Orewa College venues for the remainder of the Financial Year.

Liability

1. The Hirer will indemnify Orewa College, its employees or agents against all claims, demands, losses, damages, costs and expenses arising from the Hirer's use of the OAEC or Orewa College venues or any breach of this Agreement.
2. Orewa College is not responsible for the loss of or damage to any of the Hirer's property in or around the OAEC or Orewa College venues. Any equipment/property left in a OAEC or Orewa College venues is at the Hirer's own risk.
3. Orewa College does not warrant that the OAEC or Orewa College venues is suitable for the Event.
4. Orewa College is not liable for any loss or expense that the Hirer incurs if Orewa College is not able to make the OAEC or Orewa College venues available to the Hirer as a result of fire, flood, earthquake, failure or other unavailability of any building services or other Event beyond the Colleges reasonable control.
5. To the extent permitted by law, Orewa College 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 this Agreement for any loss, damage, claim or expense is limited to the Venue Hire Price.

Health and Safety

1. The Hirer must ensure that access and egress for neighbouring properties or emergency vehicles are available at all times and that the public is not duly inconvenienced by the Event. This includes public and private access ways that must be kept clear at all times.

2. It is the Hirers responsibility to make themselves familiar with the evacuation procedure in case of fire at the OAEC or Orewa College venues, and to ensure that all emergency exits are clear and free of any obstacles. Fire Building Warden responsibilities will be issued when key is uplifted from the Booking Manager.
3. In case of fire at an OAEC or Orewa College venues, the Hirer must ensure the evacuation procedure is followed immediately and fire emergency response is notified.
4. The Hirer is responsible to appoint and instruct a fire warden for the Event. The assigned Fire Building Warden must ensure that all emergency exits are checked twice prior to the Event and at least once during the Event. This includes ensuring there is no interference with smoke detectors, fire extinguishers and emergency exits.
5. Any hazard a Hirer may encounter either as a result of any activity or physical condition must be reported immediately to Orewa College by calling 0276689618 or 0212649115 or in the event of an emergency by calling the relevant emergency response and Orewa College.
6. It is the responsibility of the Hirer to provide first aid supplies.

Alcohol

For current guidelines, please visit Auckland City website: aucklandcouncil.govt.nz. The Hirer will also comply with any alcohol restrictions or guidelines included in this Agreement at the time of booking.

Induction And Access To OAEC or Orewa College Venues

1. It is the Hirer's responsibility to make themselves familiar with the OAEC or Orewa College venues, in particular:
 - a. Cleaning requirements on completion of the Event.
 - b. Layout, available space and equipment provided.
 - c. Equipment packing and storing.
 - d. Fire Warden duties, including emergency evacuation procedures.
 - e. Security and lock up procedures.
 - f. The capacity of the OAEC or Orewa College venues.
 - g. Noise control limits.
2. Orewa College will provide the Hirer with the key and security code (if relevant) to the OAEC or Orewa College venues at least one day prior to the Event, subject to payment of the Venue Hire Price and confirmation of the booking in accordance with this Agreement.
3. It is the Hirer's responsibility to be available at the agreed times to receive the key or be present at the OAEC or Orewa College venues at the agreed time to receive access.

Noise, Neighbours And Music

1. In organising and staging the Event, please consider the interests of the venues neighbours.
2. Noise levels must be kept to an acceptable level at all times. Failure to reduce noise levels at the request of a Council official or the Police will result in the Event being stopped.

3. If commercially recorded music is used in an OAEC or Orewa College venues, it is the responsibility of the Hirer to comply with all copyright requirements.
4. All music or amplified sound must cease 10 minutes before the booked finish time or as stipulated in the booking order form or otherwise advised by the College.

Parking

1. The Hirer shall ensure that no vehicle obstructs access in any way or contravenes any restricted parking signs.
2. Orewa College cannot guarantee parking availability as it is limited at all OAEC or Orewa College venues.

Furniture And Equipment

1. 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.
2. Furniture and equipment in the OAEC or Orewa College venues are approximate numbers only and may vary. Tables and chairs are provided but a specific number is not guaranteed. Orewa College reserves the right to remove or replace furniture at each OAEC or Orewa College venue 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.
3. 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.
4. Orewa College reserves the right to remove and if not claimed (within 7 days), dispose of any equipment or furniture left in a OAEC or Orewa College venue after the Hire Period.
5. Orewa College does not take responsibility for the loss or damage to any equipment, furniture or personal item left in a OAEC or Orewa College venue.
6. Furniture and equipment must be carried, not dragged on the floor.
7. 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 Orewa College regulation and any electrical equipment found in the OAEC or Orewa College venues that is not tagged appropriately, will be removed immediately.
8. All permanently mounted sound, lighting and AV equipment in the facility may only be used in consultation with the College and only under the guidance of a technician approved by the College.
9. The grand piano shall only be used if it forms part of the hire. The piano shall only be moved under the supervision of College staff.
10. **The Operable Walls and Retractable Seating MUST only be moved by Orewa College staff.**

Storage Hire – Existing Arrangements Only

1. Orewa College reviews storage allocation and requirements on an annual basis and Hirers must apply to Orewa College for continued use each Financial Year.
2. Orewa College is not responsible for any loss or damage to any item(s) left in or stored in a OAEC or Orewa College venues by the Hirer.
3. Orewa College does not provide any insurance cover for loss or damage to property of the Hirer or visitor to the OAEC or Orewa College venues.
4. The storage areas inside an OAEC or Orewa College venue must be used to store equipment that is only for indoor use. Storing outdoor equipment inside is not permitted in a OAEC or Orewa College venue.
5. Orewa College reserves the right to cancel storage allocation where circumstances so warrant. This may include but is not limited to capital works taking place in line with the annual review. A minimum of four weeks' notice will be provided to the Hirer.

Contact in Case of Emergency

If the Fire Alarm goes off, evacuate the building as per the Fire Evacuation Procedures documents you have been given.

The College is monitored by Matrix Security. If the security alarm goes off or there is a security issues, please call 09 579 1567.

May 2018