

PARTIES TO THIS AGREEMENT:

This agreement is between the Hirer, henceforth referred to as the "User", "Hirer" or "Group", and the Glenfield Community Centre Incorporated, henceforth referred to as the "Community Centre", "Centre", or "GCC".

Please note: an email will be sent accepting or confirming your booking, and advising any specific terms and conditions of hire relevant to your booking. Casual hires are only deemed confirmed on receipt of full payment.

GCC uses the SKEDDA Booking System (in-house only at this time). Their Terms & Conditions should be read in conjunction with ours.

<https://support.skedda.com/en/collections/37147-legal>

Nature of Activity: (This information must be completed as it forms part of mandatory reporting requirements to Auckland Council).

PLEASE CIRCLE APPLICABLE:

- 1) Mental Health & Wellbeing
- 2) Fitness/Sports & Recreation
- 3) Arts & Cultural Events
- 4) Government meetings
- 5) Religious
- 6) Private events
- 7) School /Early Childhood
- 8) Meetings
- 9) Other special interest

HOW DID YOU HEAR ABOUT US?

- GCC Website
- Facebook
- Have Hired Before
- Google Search
- Council Website
- Word of mouth
- Other:

| | |
|--------------------------------------------------------------|----------------------------------------|
| Group Name: | |
| Expected number of participants: | |
| Room Preference: | |
| | |
| <input type="checkbox"/> Casual Hire: | Day/Date required: |
| Mo/ Tu/ We/ Th/ Fr/ Sa/ Su/ Various through 2022 | |
| Times required: In: | Out: |
| (increments of 1 hour only) | |
| <input type="checkbox"/> Regular Hire: | Mo/ Tu/ We/ Th/ Fr/ Sa/ Su |
| Start Date: _____/_____/ 2022 | |
| End Date: _____/_____/ 2022 | (last day of hire) |
| Times required: In: | Out: |
| (increments of 1 hour only) | |
| Will you be using your room during public holidays? Yes / No | |
| Will you be using your room during school holidays? Yes / No | |
| | |
| <input type="checkbox"/> Kitchen Hire – sole use | (between 8.30am-3.30pm only) \$20/hour |
| | |
| Do you have a SKEDDA booking account? Yes / No | |

| | |
|-----------------------------------------------------------------------------------------------------------------------------|-------------------|
| Name of Person Responsible for Hire: (invoice to go to) | |
| Email Address: We subscribe all Centre Users to the e-newsletter. You have the option to unsubscribe at any time. | |
| Physical Address: | Post Code: |
| Mobile Number: | Landline: |
| Name of Person who will be on site and in charge of group if different from above: | |
| This person's email address: | Phone #: |

I agree to the Terms and Conditions of Hire, the Cancellation Policy and the Emergency Evacuation Schedule, and use of my Skedda Account or the creation of one for booking system purposes

| | | |
|----------------|----------|--------------|
| Signed: | 1 | Date: |
|----------------|----------|--------------|

Terms and Conditions of Hire Hire Agreement

Welcome

Glenfield Community Centre (GCC, the Centre) offers a range of affordable room options to hire and enjoy. The following terms and conditions should be read in full and in conjunction with any confirmation email sent and any specific terms mentioned therein. **When making a booking with the Centre you will be deemed to have accepted these Terms and Conditions of Hire and agree to make payment.** This document supersedes all previous documents relating to the terms and conditions of hire.

Please retain a copy of these Terms and Conditions of Hire for your reference and if you are not on site during the hire period, a copy must be made available by you to the group facilitator for their reference ensuring awareness of the responsibilities of hire.

YOUR BOOKING IS NOT CONFIRMED UNTIL YOU HAVE RECEIVED A CONFIRMATION EMAIL OR LETTER FROM OUR OFFICE AND FOR CASUAL and SOCIAL HIRERS, FULL PRE-PAYMENT MUST HAVE BEEN MADE.

General conditions of use

- a) The Glenfield Community Centre is an Incorporated Society and is independently owned. It is not part of the Auckland Council or its booking system.
- b) **From January 2022, GCC will be using the SKEDDA booking system, initially in-house only. Skedda Terms & Conditions <https://support.skedda.com/en/collections/37147-legal>**
- c) GCC may, at its discretion, refuse any application to hire and reserves the right to cancel booking(s) at any time.
- d) All hirers must be a legal entity. A legal entity is a registered group or individual who has the capacity to:
Enter into agreements or contracts, assume obligations, incur and pay debts, be accountable for illegal activities
- e) The person who makes the booking (or the legal entity's representative as notified to GCC) is required to be present for the duration of the hire.
- f) **The stated capacity of the hired space must not be exceeded at any time.** It is the hirer's responsibility to understand the capacity and ensure it is not exceeded. To do so contravenes fire regulations.
- g) All statutory rules, regulations and bylaws in force shall be strictly observed by the hirer.
- h) It is the responsibility of the hirer to ensure the health and safety of all persons attending their event, and that the requirements of the Health & Safety in Employment Act 2015 and the Smoke-free Environments Act 1990 are met – see further details in the "Emergency and Health & Safety" and "Covid-19" sections.
- i) It is the responsibility of the hirer to inspect the venue prior to the commencement of the hire period to ensure fit for purpose.
- j) The Glenfield Community Centre is designed for general use. The hirer must consider the suitability of this venue for their purpose when making a booking.
- k) **No animals are permitted on Centre grounds** other than guide dogs for the visually impaired, registered companion animals or official animals of the NZ Police. The animal's official coat/vest must be worn and registration card shown on request. GCC is NOT a public place, it is privately owned.
- l) The hirer must not allow any illegal activities to take place in or outside the Centre during the hire period.
- m) The hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, accompanies all children under 18 years of age, at all times.
- n) Notwithstanding any other provision contained in this Agreement, GCC may refuse admission to any person or require any person attending the event to leave the Centre grounds at the sole discretion of any GCC staff member.
- o) All persons signing or accepting this agreement (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.
- p) **The applicant must furnish a permanent address and/or email to which any communications may be sent and any changes to personnel or contact details must be advised to the GCC Office as soon as possible.**
- q) Nothing in this Agreement creates a landlord-tenant relationship between parties.
- r) Sub-letting of any part of the Centre is prohibited.
- s) GCC may, at its discretion, enter into a Special Contract between it and Users for the letting of the Centre setting out terms and conditions in addition to those stated in this document. These would be detailed in a separate Confirmation Letter.
- t) **Please leave your hired space in the same or better condition than it was when you arrived.**

Alcohol

The consumption of alcohol is **strictly prohibited** in or around the Centre grounds. Any users seen to be in breach of this will have their agreement terminated immediately.

Amendments of hire – see Cancellation

Annual General Meeting (AGM)

The AGM of the Glenfield Community Centre Incorporated Society shall be held at a time and place to be determined by the Governance Group. It is the expectation that each regular User Group be represented at this meeting and an Agenda will be sent out to your nominated person directly.

Admission by Office Staff & Management

Any authorised member of the Office or Management shall have admission to the premises, or part thereof, at all times but shall not be entitled to any privileges.

Attendance Recording

The User Attendance Sheet is located on a clipboard on the wall outside the Kitchen (in the courtyard). A representative of each user group is required to complete this **each and every time** they use the Centre. This statistical information is required for our funding applications and Council reports, and is a Health & Safety requirement.

Bookings – All

GCC operates under the Covid-19 Traffic Light System (TLS) and Vaccine Passports and face masks are required (See COVID-19 section)

- a) Booking requests should be emailed to office@gcc.net.nz or handed in to the Office on the appropriate Booking Request/Hire Agreement form.
- b) **Bookings are to commence on the o'clock or half hour only.**
- c) Bookings are to be in increments of one hour only (no 15 minute or half hour durations)
- d) **Set up and pack down time must be within the hire period booked and being paid for. Do not arrive earlier than the booked time expecting to take possession of the room.**
- e) The hirer must precisely state the type of activity to take place and use GCC only for that purpose.
- f) The hirer must use only the room that has been booked and confirmed.
- g) The grassed courtyard and covered walkways are not an extension of any room booked and may not be used as such.
- h) **If you need to change or amend your booking (times on the same day) please contact the GCC office. Amendment fees will apply. Change of a booking day is considered a cancellation of the booking as a whole. Applicable cancellation notice is required. (See Cancellations/Amendments)**
- i) The hirer shall ensure that all persons have vacated the Centre by the end of the hire period.
- j) GCC reserves the right to have staff present at any time.
- k) 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).
- l) GCC primarily use email as way of communication for all bookings, confirmations, cancellations and general correspondence and GCC does not assume any responsibility for the receipt, deletion or failure to store email messages.
- m) Naked flames are not permitted in any space.
- n) NO ROOM or space is to be used without confirmation by GCC staff and written authorisation.
- o) **PREPAYMENT is BEFORE hire commences. Also see "PAYMENT"**
- p) **By signing the Hire Agreement you will be deemed to have accepted these Terms and Conditions of Hire and agree to make payment.**
- q) GCC may, at its discretion, refuse any application to hire.

Bookings - Regular Hire

- a) A hirer who has recurring confirmed pre-booked hires during the year is a "Regular Hirer" for the purposes of this agreement. This may be weekly, fortnightly or monthly for an extended period or 2 or more consecutive hires.
- b) Booking Requests must be furnished and/or a Hire Agreement completed at the request of GCC staff. Once the Hire Agreement has been signed these Conditions shall be deemed to be accepted.
- c) As a regular hirer you agree to hire for a specified period between January and December. Payments may be for the term or on invoice, at the discretion of GCC.
- d) Until a business relationship is established you may be asked to prepay. Any move to monthly invoicing is strictly at the discretion of GCC Management.
- e) GCC cannot guarantee the annual renewal of existing regular hirer arrangements.
- f) Regular hirers may be asked to relinquish one or more of their bookings if the venue is needed for a multi-day event, elections, maintenance or to allow for better use of all rooms within GCC. In such cases notice will be provided to the hirer.

- g) One access key is allocated to regular hirers. A fee may be charged for any additional key provided.
- h) Regular hirers who wish to add extra one-off hires throughout the year may do so on a Casual basis and Casual Hire terms will apply.
- i) The Mission Hall is not available for Regular hire on Saturdays.
- j) Regular hires must not be self-booked through the SKEDDA booking system. Email the Office with your requests.

Bookings - Casual Hire

- a) A hirer who makes one-off or ad-hoc bookings throughout the year is a "Casual Hirer" for the purposes of this agreement.
- b) To confirm a booking, a casual hirer must complete the Hire Agreement if requested by the GCC Office and upon receipt of acceptance and invoice, **make PREPAYMENT as directed by GCC.**
- c) If payment is not made by the date given on the invoice the booking will be automatically cancelled with no notification or guarantee of retrieval.
- d) By making payment to GCC the hirer will be deemed to have accepted and understood these Terms and Conditions of Hire.
- e) Once the Hire Agreement has been signed these Conditions shall be deemed to be accepted.

Bookings - Kitchen Hire PRIVATE USE – (also see KITCHEN)

- a) **Private hire is available Monday to Friday between 8.30am and 3.00pm only.** At all other times the kitchen is a communal space for all Centre users.
- b) To confirm a booking a hirer must email their request and complete the Hire Agreement if required by GCC staff. Upon receipt of invoice, **make prepayment within 7 days or as directed by GCC.**
- c) The time setting up and the time cleaning up after must be included in the time booked.
- d) The A-Grade kitchen comprises two ovens (with trays), a microwave, continuous supply hot water urn, two sinks, benches and refrigerator.
- e) The hirer is required to bring **all** baking/cooking equipment, utensils, oven mitts, tea towels, dish-wash liquid/brushes, cloths etc for use during hire. No cutlery, glassware or crockery is supplied by GCC during TLC Orange and Red.
- f) Instructions for oven use can be found in the drawer under the left-hand oven and on the walls.
- g) **If you experience any issues with the kitchen appliances advise/email the Office immediately.**
- h) Bookings are to be in increments of one hour only.
- i) During private hire the kitchen is CLOSED to all other Centre users.
- j) A cleaning caddy and vacuum cleaner can be found in the tall cupboard next to the fridge.
- k) All surfaces, ovens and hobs must be cleaned after use, including floors.

Bookings - Social/Event (Casual) Hire

NOTE: Due to restrictions on Centre closing time, noise, heritage status, proximity to other hirers, alcohol-free zone etc, GCC is not suitable as a "Party Venue" as such, but consideration will be given on an individual basis.

- a) The hirer must precisely state the type of activity to take place.
- b) Booking is subject to function type and space available.
- c) **The Centre and its grounds, including carparks, are an alcohol- and smoke-free area.**
- d) The use of confetti, or similar, in the Centre and grounds is prohibited.
- e) **Naked flames/candles are not permitted in any space.**
- f) WHITE "blu-tak" is permitted to adhere paper to **painted walls** in rooms EXCEPT the Mission Hall or walls covered in Autex (fluffy) wall covering, PROVIDING it is removed in entirety without marking at the end of the hire period.
- g) Nothing may be adhered to the walls of the Mission Hall.
- h) Popped balloons must be removed.
- i) **Hours of hire are strictly between 8.00am and 10.00pm.**
- j) The Social Rate per the rate card applies.
- k) **Prepayment is required within 7 days of invoicing or as directed by GCC Staff.**
- l) Sole use of the kitchen facilities is not available outside GCC Office Hours.
- m) **Hirer must provide their own rubbish bags and rubbish must be taken with them**
- n) A non-refundable deposit or Bond may be required

Cancellation or Amendment of Hire - All Bookings

We understand circumstances may cause a hirer to cancel or amend a booking, however please note the following:

- a) **Change of booking day is considered cancellation of the booking as a whole.**
- b) **Any change to original confirmation, be it cancellation or amendment, requires 7 days' notice to avoid room rate charges.** (Where this date falls on a weekend or public holiday, notice must be received by 3pm the previous working day).
- c) **Each and every cancellation/amendment will be charged an administration fee of \$20.00.**
- d) Cancellations/amendments should be notified in writing (via email) in the first instance. Where no email is available, telephone the Office during office hours to speak to a Staff member. Telephone voice messages for cancellation/amendment will not be accepted.
- e) **When cancellation is notified inside the notice period and before payment is made but the confirmation letter/email raised, you will be deemed to have accepted the hire and full payment will be due.**
- f) **Invoicing will continue to the end of the notice period.**
- g) Should you chose to relinquish hire before the end of the notice period keys must be returned however payment is still due.
- h) Where 7 days' notice has been received only the administration fee will be charged.
- i) Where notice has been received and payment made, refund less administration fee will be given.
- j) Any refund due will be made to the account from which online payment was made. If the payment was not made online, any refund due will be paid as determined by GCC Management. GCC does not retain your personal banking data.
- k) Where notice has not been received, no refund will be made.
- l) GCC may, at its discretion, refuse any application to hire and reserves the right to cancel booking(s) at any time. This may include, but is not limited to emergency situations and adverse environmental/ weather conditions, when GCC will endeavour to provide an alternative space for the booking. If the alternative option is not suitable the hire fee will be refunded or not charged.
- m) GCC shall be 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:
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; If a receiver is appointed in respect of the assets of the hirer; If an arrangement with the hirer's creditors is made or is likely to be made; **If the hirer fails to meet any obligation under the agreement with GCC.**
- n) **Invoicing will continue if Keys are not returned and signed in to GCC by date instructed**
- o) **Where cancellation of your booking is caused by a mandatory shutdown of the Centre due to Covid-19 levels, refund of any prepaid invoice will be actioned. Where the Centre remains open but you choose to cancel your booking inside 7 days, no refund will be issued.**

Cancellation/Amendment - Counsellor Hire

- a) Registered Counsellors booking the counselling offices are required to give notice of any cancellation or amendment **by 8.30am the preceding weekday.**
- b) No-shows will be charged.
- c) Repeated or excessive amendment or cancellation of bookings will be charged.

Cancellation/Amendment - Private Kitchen Hire

- a) Notice of any cancellation or amendment must be advised **by 8.30am the preceding weekday.**
- b) Where notice has been received, full refund less administration fee will be given.
- c) Where notice has not been received, no refund will be made and/or invoice must be paid.

Carparks – See PARKING

Children

- a) Children under the age of 18 years must be supervised at all times.
- b) Children who accompany adults to the Centre must not be left outside the hired space while adults are otherwise engaged.
- c) The grassed courtyard is not a play area.

Cleaning, Damage, and Rubbish

- a) The hirer is responsible for ensuring that the hired space is left clean and ready for the next user.
- b) This includes wiping down whiteboards and tables; restacking furniture to the specifications noted in each room; vacuuming, mopping up spills and sweeping where necessary. Vacuum cleaner and dustpan & brush are in cupboard next to fridge in kitchen. Broom is hanging beside fridge. The Mission Hall has its own vacuum cleaner and sprays in cupboard.
- c) Any furniture moved must be returned.
- d) GCC reserves the right to levy an additional cleaning fee of no less than \$50.00 if these conditions are not met.

- e) No equipment or furniture is to be removed from the Centre without authorisation in writing from the Centre Management.
- f) If you arrive to find your room has been left in an unacceptable condition, inform Office Staff immediately during office hours. After hours, photograph the problem and email images with your complaint to the office at your earliest convenience.
- g) Recycle bins are provided for appropriate council-approved recyclable items only. Do NOT put plastic bags or food into the recycle bins.
- h) Rubbish created during social/party hires must be taken with you on departure.
- i) Remove rubbish from rooms and place into bins situated outside the main kitchen and office.
- j) Remove used paper towels after the cleaning of whiteboards.
- k) The hirer must not use nails, tacks, screws, pins, staples or any other instrument that will cause damage to the wall surfaces, furnishings, floors and ceiling surfaces. (Items are NOT to be stapled to the curtains).
- l) Cello- or other tape may NOT be used on painted surfaces, including the front entrance railings, and must be removed in entirety from glass surfaces at the end of the hire period.
- m) WHITE "blu-tak" is permitted to adhere paper to walls EXCEPT the Mission Hall, and NOT the walls with the "fluffy" Autex covering, PROVIDING it is removed in entirety without marking at the end of the hire period.
- n) Used cups, plates and cutlery must be rinsed in the sink and placed in the dishwasher. Ladies please remove lipstick from cups. Do not start the dishwasher; this is the responsibility of the Centre's cleaners. (Only available under Green TLS).
- o) Any hot water urn provided in hire space must be switched off, unplugged and returned to the kitchen prior to departure.
- p) Heaters and wall units must be switched off and unplugged prior to departure.
- q) Toilet areas are to be left in a clean and tidy state.

Council User Surveys

As GCC receives funding from Auckland Council, management is required on occasion to pass on details including occupancy rates, ethnicity and age composition for survey purposes. Your participation in such surveys would be appreciated

COVID-19 Protection Framework Health & Safety Protocol

The Glenfield Community Centre is open for hire and open to the public under all levels of the Covid-19 Protection Framework ("Traffic Light System" or "LTS") with restrictions. Key principles include but are not limited to the following - (A full current level list will be emailed with your booking request/confirmation):

- a) Under the TLS the Centre is considered a "Public Facility"
- b) **Covid-19 vaccination certificates are no longer mandatory at our facility** however should the Government mandate change, hirers should have them ready to be checked if requested
- c) QR Code scanning is not required but are still available at the Centre entrances.
- d) Hirers/facilitators/tenants are responsible for the health and safety of participants within their group or booking and ensuring their participants are aware of the current Level H&S Covid-19 Protocols
- e) **Mask wearing in common areas** (hallways, foyers, toilets, courtyard, kitchen) **is recommended** (unless medically exempt or under the age of 12)
- f) GCC recommends safe distancing of 1m with no congregating in common areas including courtyard
- g) **No one who is sick, has been tested and is self-isolating, or experiencing symptoms of Covid-19 is allowed on the premises.** This includes persons who are a close contact awaiting a test result, or have otherwise been asked to stay home until cleared by a medical professional.
- h) The kitchen is open for use of hot/cold water however under Orange and Red levels **we are NOT providing any cutlery or crockery** and the dishwasher is not to be used. You are welcome to bring your own water bottles, cups or thermos for use in your room. If the kitchen is being privately hired we will provide water on a trolley in the courtyard, but admittance to the kitchen area itself is not permitted
- i) You are required to report any risk of Covid-19 infection to our Administration Team as soon as it is recognised.

Discounts

- a) Standard hire rates apply to groups or individuals, regardless of not-for-profit or charitable status, who provide services for which they charge their participants.
- b) GCC offers discounted rates to bonafide not-for-profit community groups, community classes and religious groups who charge no fee for their service. Proof of eligibility is required.
- c) Social hire, full day and event hires may attract rates that differ from those advertised. Quotes may be requested.
- d) GCC updates its Rate Card periodically. The current version can be requested from the Office or found on the GCC website.
- e) No further discount will be given.

Disputes

- a) In the event of any dispute or difference arising as to the interpretation of these terms and conditions, or as to any matter or thing contained herein, or as to the meaning of any of these items or conditions, the decision of Management shall be final and conclusive.
- b) Any engagement of any kind shall be subject to these terms and conditions herein or which it shall be taken that the hirer is aware.

Emergency and Health & Safety

a) During Office Hours

Fire Safety, Emergency and evacuation information is displayed in rooms and around the Centre. In the event of the alarm sounding during Centre Office hours of 8am-3pm, follow the instructions of the designated Building and Fire Wardens and evacuate the building to the designated Assembly points.

b) After Hours

After Hours Fire Safety, Emergency and evacuation Procedures are reproduced in Protocol 2 at the end of this document (see last page).

Two large fire hoses are located at opposite corners of the courtyard and there are fire extinguishers located in the Hall, Kitchen and Room 8. (All room keys open the Kitchen door). There are fire alarms (of the “break glass” type) at many different locations throughout the Centre. Please familiarise yourself with these.

- c) Fire Exits must be left clear at all times. **Access to the exits, including the covered walkways must be left clear. Chairs must not be placed in the walkways or foyer areas in such a way as to block passageway.**
- d) **Any hazard a hirer may encounter either as a result of any activity or physical condition must be reported immediately to the relevant emergency response by phoning 111, and also the Centre’s designated Security Team—Vanguard Security 441 2232**
- e) Any non-life-threatening hazard may be reported to Vanguard Security. Any call-out fee charged by them must be paid by the caller until liability is assessed.
- f) **Should a plumbing emergency occur after hours please phone Vanguard Security on 441 2232.**
- g) **It is the responsibility of the hirer to provide first aid supplies.**
- h) White Cross Health Care has a clinic across the road at 436 Glenfield Road. At the time of writing their hours are 9am-5pm Monday to Sunday. Phone 444 4244 ext. 1
- i) Health & Safety at Work Act 2015

With the 4th April 2016 implementation of the H&S at Work Act 2015, it has become the joint obligation of the GCC and those who hire and use the premises to ensure that we “eliminate risks to health and safety, so far as is reasonably practicable”. Visitors and hirers of the Centre are regarded as “other persons” under the legislation and the Centre is regarded as a “workplace”.

Under Section 46—Duties of other persons at work place, please pay close attention to the following and bring these requirements to the attention of facilitators and any person attending groups run at the GCC:

“A person at a workplace must –

Take reasonable care for his or her own health and safety; and Take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons; and Comply, as far as he or she is reasonably able, with any reasonable instruction that is given by the Person Conducting a Business or Undertaking (PCBU) (in this case the GCC), to allow the PCBU to comply with the Act or regulations”.

Furniture & Equipment

- a) Hirers are responsible for setting up, cleaning and packing away furniture and equipment used during the hire period. All furniture must be returned to designated area and stacked as per instructions in each room.
- b) Plastic folding trestle tables (1800mm x 750mm) and chairs are provided in each room. See the Rate Card.
- c) With the exception of the Mission Hall, all chairs provided in rooms reflect maximum capacity per room. Refer to Room Hire Rate Card for capacities.
- d) All electrical equipment brought in must display a current tag identifying it has been tested and tagged by a qualified electrician.
- e) Mission Hall: While licensed for 100 persons, available seating is currently limited to 65. **Also see MISSION HALL.**
- f) Most rooms contain a whiteboard, board cleaning spray and paper towels. It is the hirer’s responsibility to provide whiteboard markers and dusters if required.
- g) Most rooms contain heaters and/or fans. These must be switched off and unplugged at the end of your hire.
- h) Hot water urns may be moved to your hire space but **MUST** be returned to the kitchen and emptied after use. **DO NOT** put ground coffee directly into the urns.
- i) **Do not move tables or chairs from room to room** - all rooms contain furniture for maximum capacity which must not be exceeded for safety reasons, and must be available for the next hirer.
- j) If required please bring your own projector, devices and extension cords if tagged.
- k) **Leave all rooms and offices ready for the next hirer.**
- l) We understand our office configurations will not suit everyone so **if you move furniture please return it to its original position prior to departure.** Failure to do so may incur additional charges.

Health & Safety – see EMERGENCY

Hours of Operation

- a) Centre hours for hire are strictly **8.00am to 10.00pm**, 7 days a week. Automatic alarming is set for 10.10pm and all rooms and entrance doors must be locked and premises vacated. Any call out fee associated with alarm activation will be charged.
- b) The Office hours are 8.00am to 3.00pm Monday to Friday with the booking office desk manned until 11.30am.
- c) The Office closes late December and reopens early January. No bookings can be made during this time.
- d) The whole Centre may close for one week in January each year for annual maintenance. Exact dates are determined in October and are advised to Regular users as a matter of course and are available on request and on the GCC website.
- e) During Annual Maintenance Closure, absolutely no admittance is permitted to the Centre under any circumstances by anyone other than authorised site workers. This is a 24/7, 7 day shut down.

Insurance

- a) GCC does not undertake to arrange for or maintain any insurance cover, property, contents or otherwise, for the Centre for the benefit of the hirer.
- b) The hirer is responsible for arranging and maintaining any insurance they consider necessary and adequate. That includes any public liability cover that is required for medium to high risk events to protect the hirer against claims made by third parties for damage to people or assets.

Internet

- a) The Centre has a Wi-Fi connection that is available for use. On your device it will appear as the option “GCC-Guest” and requires an access code, available from our Administration Office (Code is mounted on wall inside office by photocopier, but is viewable from foyer).
- b) **NOTE: connectivity is not guaranteed** and may fluctuate in terms of signal strength for a variety of reasons beyond our control (e.g. number of users, power cuts, scheduled system updates, distance from the router, barriers such as walls, **and particularly your own device settings** - Also ensure your device is not trying to load updates at the time of use).

Keys & Security

- a) GCC is monitored by **Vanguard Security phone: 441 2232**
- b) Automatic alarming of the Centre operates morning and evening. Auto alarming is set for 10.10pm and all rooms and entrance doors must be locked and premises vacated. Hirers have no need for any alarm code.
- c) Rooms at GCC are locked with Security Keys. After hours’ users will require a key to access rooms after normal Centre Office hours.
- d) The allocated key will open the front and side foyer doors, the allocated room and the kitchen* only. (*see KITCHEN)
- e) All keys issued remain the property of GCC and are to be returned to the issuing office immediately on completion of the hire for which they were issued.
- f) Keys are not to be loaned or used in any unauthorised manner.
- g) **All keys must be signed for at the Centre Office by a person nominated by the group.** In the event of the key holder passing the key to another member of the group their details need to be advised to our office, full instructions with regard to security and hire responsibilities and Health & Safety must also be passed to the new person. **The signatory retains ultimate responsibility.**
- h) The cost of replacement, rekeying locks and associated damage or losses should the key be lost, stolen or misused while in your possession is the responsibility of the person signing out the key.
- i) Lost keys must be reported to GCC immediately.
- j) Keys may be recalled at any time at the Centre Management’s discretion.
- k) Providing prepayment has been made, Casual Hirers may uplift their room key from the Centre Office in the week prior to the hire date. It is the responsibility of the hirer to visit GCC during Centre Office hours to sign out their security key.
- l) NO reminder will be sent from GCC to advise a key is waiting for collection.
- m) **Failure to uplift a key prior to your hire is not the responsibility of the Centre’s Security Company and any call to them for access due to no key will be denied.**
- n) In the event the hirer failed to uplift a key prior to hire date, no refund of hire costs will be given.
- o) **All electrical appliances, lights, fans and heaters must be switched off and unplugged, and all doors and windows must be securely locked when the Centre is vacated.**
- p) Keys must be returned to the Centre Office the next working day following your hire, or as instructed by issuing staff.
- q) **Charges will be made for failure to return keys as instructed.**
- r) Any non-life-threatening hazard may be reported to Vanguard Security on 441 2232. Any call-out fee charged by them must be paid by the caller until liability is assessed by GCC. **Also see EMERGENCY, & After Hours Procedures on last page**

Kitchen – also see **BOOKINGS – Kitchen Hire**

- a) The Centre's A-Grade kitchen is a communal space unless being privately hired (see **BOOKINGS**)
- b) During weekends and after Centre Office hours the kitchen is to be shared by all users, however, GCC reserves the right to schedule classes and demonstrations at any time.
- c) During paid private hire the kitchen is **CLOSED** to all other Centre users. Centre staff will endeavour to provide hot and cold water urns for use by others. When available, these will be located in the courtyard area. During TLS levels Orange and Red you will need to bring your own cups. We strongly suggest participants supply their own water bottles and/or thermos flasks.
- d) **GCC does not guarantee access to the kitchen during your hire of other rooms.**
- e) Your allocated room key also opens the kitchen door.
- f) The Kitchen comprises two ovens (with trays), a microwave, continuous supply hot water urn, two sinks, benches and refrigerator. Glass mugs, teaspoons, limited glassware and plates are **NOT** available during TLC Orange and Red.
- g) A cleaning caddy and vacuum cleaner can be found in the tall cupboard next to the fridge.
- h) Food may be reheated only. **Do not leave ovens or hobs unattended when switched on.**
- i) All required equipment including oven mitts, tea towels, dish washing liquid etc must be brought with you.
- j) Continuous hot water is available on tap and cups are located in the marked cupboards.
- k) Under TLC Green - all used crockery or utensils belonging to GCC must be placed into the dishwasher, not washed by hand. It is the responsibility of the GCC cleaning staff to start the dishwasher each day.
- l) Tea/coffee/sugar/milk etc is your own responsibility.
- m) If you experience any issues with the kitchen appliances advise the Office immediately either in person or via email. After hours please call Vanguard Security on 441 2232 for serious issues.

Also see [EMERGENCY, and After Hours Procedures on last page](#)

Liability

- a) The hirer will indemnify GCC, its employees or agents against all claims, demands, losses, damages, costs and expenses arising from the hirer's use of the Centre or any breach of this agreement.
- b) GCC is not responsible for the loss of or damage to any of the hirer's property in or around the Centre, its grounds or car parks. Any equipment/property left at the Centre is at the Hirer's own risk.
- c) GCC is not liable for any loss or expense that the hirer incurs if GCC is not able to make the Centre available to the hirer as a result of fire, flood, earthquake, failure or other unavailability of any building services or other event beyond GCC's reasonable control.
- d) To the extent permitted by law, GCC 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 GCC's liability under or in relation to this Agreement for any loss, damage, claim or expense is limited to the venue hire price.

Lost Property

- a) It is the hirer's responsibility to ensure that all items brought into the Centre are removed at the end of the hire period.
- b) GCC reserves the right to remove and, if not claimed within a week, dispose of any equipment or items left at the Centre after the hire period.
- c) GCC does not take responsibility for the loss or damage to any equipment, furniture or personal items left in the Centre.

Mission Hall

- a) The Mission Hall is the 106-year-old registered Heritage building fronting Glenfield Road (painted white) also referred to in this document as "The Hall".
- b) While licensed for 100 persons, available seating is currently limited to 65. Located in the cupboards are 8 folding trestle tables and 65 chairs. Owing to use of other rooms it may not be possible to provide additional furniture. You may arrange to bring your own or hire from a party hire company - any such agreement is strictly between you and the hire company. Arrangements must be coordinated with the GCC Office for deliveries to be within the Centre office hours of 8am – 3pm Monday to Friday so as not to interrupt other hirers, and additional furniture must be removed immediately at the end of hire. There is no storage on site and hire furniture cannot be left in the room after your booked time. Additional charges may occur and the Centre takes all care but no responsibility for any hired or borrowed furniture arranged by you.
- c) As a Health & Safety requirement the stated capacity of the room must not be exceeded at any time.
- d) The Hall does not have dedicated kitchen or bathroom facilities (toilets), but shares the Centre's A-grade Kitchen in the courtyard, and toilets located off the main foyer. Consideration must be made for accessibility and children needing the facilities.
- e) Due to its Heritage status, nothing may be adhered to the painted walls or doors and items must **NOT** be stapled to the curtains.
- f) Naked flames or candles are **NOT** permitted under any circumstances.
- g) It is the Hirer's responsibility to ensure that the requirement of the Health & Safety in Employment Act 2016, the Smoke-free Environments Act 1990 and the Centre's own policies are met.
- h) **No alcohol is permitted on the premises.**

Noise, Neighbours and Music

- a) Noise levels must be kept to an acceptable level at all times.
- b) Rooms are small enough that amplified sound systems should not be required, however if these are used, the volume must be such that there is no nuisance to other hirers.
- c) Other hirers are within their rights to request you turn the volume down if their group is being affected.
- d) If commercially recorded music is used, it is the responsibility of the hirer to comply with all copyright requirements.

Parking

- a) Centre parking is limited and we ask that all Groups be considerate of other users. GCC cannot guarantee parking availability.
- b) The Upper Carpark is designated for users of the Centre.
- c) Do not double park, or park in such a manner that will inhibit, restrict or hinder other users.
- d) The first space closest to the Mission Hall is an Accessible Park and users must display a current parking permit.
- e) The Lower Carpark is designated for permanent Tenants and Staff only. **This is a 24/7 tow-away area.** Please ensure all members of your group are aware of this as unauthorised vehicles using these spaces will be towed. The Lower carpark is not available to your group. Hirers (you) are not tenants.
- f) Towed vehicles may be recovered from Supercity Towing – phone: 377 7776
- g) There is ample street parking 75m east along Glenfield Road in Camelot Place & Mayfield Road. Also public parking behind the block of shops (adjacent to the Dairy directly opposite the Centre) on Glenfield Road. Refer [GCC Transport & Parking Options document](#).

Party or Social Hire – see BOOKINGS

Payment

- a) All fees and charges quoted are subject to change until confirmed with an invoice. The GCC Board review and set fees. These are published on the GCC website and available from the office.
- b) All fees quoted are GST inclusive and are in NZ dollars.
- c) Invoices will be issued and payment is due as stated therein.
- d) **Prepayment for CASUAL hire is due within 7 days of invoicing or as instructed by GCC Staff**
If your company accounts pay 20th of the month, please ensure other arrangements for payment can be made before submitting the Hire Agreement and confirming the hire.
- e) The hirer shall be liable for the payment of all amounts owing to GCC pursuant to this Agreement, whether or not the services of GCC 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) **Inside 14 days of the confirmed first CASUAL hire date or inside one month of the confirmed REGULAR hire date you are deemed to have accepted the hire and full payment will be due regardless of any cancellation until the cancellation period is met.** See **CANCELLATION**
- g) If payment is overdue the outstanding amount will be a debt due to GCC and may be referred to a debt collection agency or other duly authorised agent. In addition, GCC may at its discretion and without prejudice to its other remedies:
 - i. Suspend for such period and subject to such terms as GCC 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 to the hirer until the hirer has discharged all outstanding indebtedness to GCC.
- h) GCC have NO credit card facilities. Our first preference is direct credit. Eftpos is available. We accept cash but carry no change (correct amount please).
- i) Any payment being made from offshore must be declared so that a bank processing fee can be added to the invoice.

Refunds – see CANCELLATION or AMENDMENT of HIRE

Security – see KEYS & SECURITY

Smoking

The Centre and its grounds are a smoke-free area. This includes the front doorway, driveway and car parks.

Storage

- a) GCC does not offer storage facilities.
- b) When rooms are hired for consecutive full days, arrangements may be made to allow set up to remain in situ if no other hire follows. Refer **LIABILITY clause and liaise with the Office at the time of booking.**

Tea Trolley

- a) Effective 01 January 2022 Tea Trolleys/water urns will be available on a first-come-first-served basis and will no longer be pre-bookable or guaranteed.
- b) If one is available, the hirer will be responsible for collection, filling of urn and return of trolley to kitchen area.
- c) **Under the Orange and Red Covid-19 Traffic Light System cups and cutlery will not be provided** by GCC, we strongly suggest participants bring their own water bottles/thermos.
- d) All consumables (tea/coffee/sugar/milk etc) remain the hirer's responsibility.
- e) After use, urns must be unplugged and the trolley returned to the kitchen (or as directed by staff).
- f) Where the kitchen is in use by a private hirer, water will be made available in the courtyard area.

Toilets/Bathrooms

- a) Ladies, Men's and Accessible bathroom facilities are located off the main entrance foyer.
- b) **Should a plumbing emergency occur after hours please phone Vanguard Security on 441 2232.**
- c) Bathrooms and toilet areas are to be left in a clean and tidy state.
- d) Sanitary items are to be placed in the pods provided, not flushed.
- e) Place waste paper towels in the bins by the basins.


Additional Charges

- a) GCC reserves the right to invoice the hirer for any additional charges resulting from hirer's use. In addition to venue hire price quoted at the time of booking the hirer may be charged for:
 - i. Any damage to the venue caused during the hire period or through any breach of the Terms and Conditions in this agreement.
 - ii. Theft of GCC property during the hire period.
 - iii. Any extra cleaning, rubbish removal, repair or reinstatement of the venue that GCC considers is required after the hire.
 - iv. Any costs, losses or expenses that GCC incurs due to any breach of the terms and conditions in this agreement.
 - v. Any unreturned key(s) and/or rekeying if required.
 - vi. Any emergency services or security company call out or fire alarm activation for a non-emergency situation.
 - vii. If a fire alarm is set off other than for an emergency, GCC reserves the right to impose an additional fire service fee of up to \$1500 + GST and hold the hirer liable for that amount.
 - viii. Auckland Council noise control units called to the Centre during hire
 - ix. Any unauthorised overstay.
- b) GCC reserves the right to apply an additional charge for staff, security or cleaning call out during any hire.
- c) The hirer will upon demand pay all of GCC's reasonable expenses, including cheque dishonour fees, debt collection fees and legal costs in relation to the collection of all overdue moneys.

By accepting this agreement and making a booking, the hirer warrants and confirms that:
They have read and understood the full Terms and Conditions of hire
They are at least 18 years old and have the delegated authority to accept this agreement on behalf of the hirer.

HIRER'S RESPONSIBILITY DURING EMERGENCY EVACUATIONS EVENINGS AND WEEKENDS ONLY – AFTER HOURS USE (PROTOCOL 2)

As the User you are required, under the building Evacuation Scheme for these premises (in accordance with the Fire Service Act 2017) to be familiar with the building and the evacuation provisions applicable to your Group under the Evacuation Scheme. You, and persons in your Group, are required, as a condition of use of the building, to be familiar with the instructions given on the evacuation wall notice(s) within the building.

| Area | Occupied |  | | Clear |
|-----------------------------------------------|--------------------------------------------------|-----------------------------------------------------------------------------------|-----|-------|
| | | IN | OUT | |
| All hired areas including toilets and kitchen | YES | | | |
| Counselling & Offices: B,C,D,E (off Rm7) & A | MAYBE | | | |
| Lower Ground Floor | MAYBE | | | |
| Centre Office | <i>Most likely vacant at this time</i> | | | |
| Former ELC and Room 8 | MAYBE | | | |
| Plunket Rooms (including Office H) | MAYBE | | | |
| Tenanted Offices (BAIS & Literacy Aotearoa) | <i>Most likely vacant at this time but check</i> | | | |

On hearing the warning signal (alarm), the person in charge of the group becomes the Building Warden and is required to perform the following duties:

- **Ensure the Fire Service has been called. Dial 111 (or delegate and have caller confirm with you when call is made).**
- Ensure the people in your group make their way to the closest safe exit.
- Ensure someone in your group checks the toilets and kitchen areas.
- Ensure you or another hirer waits outside the Main Front Entry door to the Centre for the emergency services.
- Stop any persons arriving at the Centre from entering the building or carpark (except the emergency services).
- Advise Fire Service, on their arrival, of the evacuation status, including the location of any persons with disabilities.
- **NOTE:** If you find any rooms within the search to be locked and, upon calling loudly for a response from any potential occupants receive no response, then the locked room may reasonably be assumed clear.
- **NOTE:** You are also required to ensure that the following are maintained:
 - Escape routes are clear of obstructions at all times.
 - Exit doors are not locked, barred or blocked to prevent occupants from leaving the building at any time.