

96 Bentley Ave, Glenfield, Auckland 0629 T: 09 444-5023 | E: <u>office@gcc.net.nz</u> www.gcc.net.nz

PARTIES TO THIS AGREEMENT:

BOOKING REQUEST HIRE AGREEMENT

1 January – 31 December

2024

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.

GCC uses the SKEDDA Booking System (in-house only at this time): <u>https://support.skedda.com/en/collections/37147-legal</u>

Expected # of participants: Room Preference (if any):					
Do you have a SKEDDA booking account? "Yes or No"					
Casual Hire: Date required:					
] Casuar me. Date required.					
10 / Tu / We / Th / Fr / Sa / Su / Various through 2024 []					
imes required: In: Out:					
ncrements of 1 hour only on o'clock or half hour)					
] Regular Hire: Mo / Tu / We / Th / Fr / Sa / Su					
tart Date: 2024					
nd Date: 2024 (last day of hire)					
imes required: In: Out:					
ncrements of 1 hour only on o'clock or half hour)					
Vill you be using your room during public holidays? Yes / No					
Vill you be using your room during school holidays? Yes / No					
requirements don't fit neatly into above boxes complete what you can and email specific details					
] Kitchen Hire – sole use (8.30am-3.00pm Mon-Fri only) \$25/hour					

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 un	subscribe 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, the use of my Skedda Account or the creation of one						
for booking system purposes, and to make payment.						

Signed:

Date:

Glenfield Community Centre – Terms and Conditions of Hire – 2024 Hire Agreement – Last amended October 2023

Glenfield Community Centre

Terms and Conditions of Hire Hire Agreement



2024

96 Bentley Ave, Glenfield, Auckland 0629 T: 09 444-5023 | E: office@gcc.net.nz www.gcc.net.nz

Welcome to Glenfield Community Centre Room Hire

At Glenfield Community Centre (referred to as "GCC" or the "Centre"), we offer a variety of affordable room options for you to rent and enjoy.

Terms and Conditions of Hire:

Please take a moment to review and understand the terms and conditions outlined below. These terms and conditions **must** be read in conjunction with any confirmation email or letter you receive from us regarding your booking. By making a booking with the Centre, you are acknowledging your acceptance of these terms and agree to fulfill your payment obligations. This document replaces any prior agreements regarding room hire.

Retention and Sharing:

Keep a copy of these Terms and Conditions of Hire for your reference. If you won't be on-site during your booking, ensure that a copy is available for the group facilitator to make them aware of their responsibilities.

Confirmation of Booking:

Please note that your booking is only confirmed once you receive an official confirmation email or letter from our office. For Casual and Social Hirers, full pre-payment is required before your hire period begins (see "Payment").

General Conditions of Hire

- a) Glenfield Community Centre ("GCC") is independently-owned and is not affiliated with Auckland Council or its booking system.
- b) GCC currently uses the SKEDDA booking system, available for in-house use only. Please refer to Skedda's Terms & Conditions for details: https://support.skedda.com/en/collections/37147-legal
- c) GCC reserves the right to refuse any booking application and can cancel bookings at its discretion.
- d) Proof of legal entity may be requested by GCC. A legal entity is a registered group or individual with the capacity to enter into contracts, assume obligations, incur debts, engage in legal actions, and be accountable for legal activities.
- e) The person making the booking (or their authorised representative) must be present throughout the hire.
- f) The hirer must not exceed the stated capacity of the hired space, as it would violate fire regulations. Understanding the room's capacity is the hirer's responsibility and is noted on the Room Hire Rate Card.
- g) The hirer must adhere to all relevant statutory rules, regulations, and bylaws.
- h) The hirer is responsible for the health and safety of event attendees and must comply with the Health & Safety in Employment Act 2015 and the Smoke-free Environments Act 1990 (see details in the "Emergency and Health & Safety" section at the end of this document).
- i) Before commencing the hire, it's the hirer's responsibility to inspect the venue in person or through photographs available on the GCC website (*https://gcc.net.nz/room-hire/*) to ensure it meets their requirements.
- j) GCC is a venue designed for general use; the hirer should consider its suitability for their purpose before booking.
- k) No animals are allowed on Centre grounds except for guide dogs for the visually impaired, registered companion animals, or official animals of the NZ Police. Proper identification is required.
- I) The hirer must not permit illegal activities on the Centre's premises during the hire.
- m) A parent or designated caregiver, at least 18 years old, must accompany all children under 18 years of age at all times.
- n) GCC staff members have the discretion to refuse admission or ask any person to leave the Centre grounds.
- o) All individuals signing this agreement, whether individual hirers or authorised signatories of a legal entity, are personally bound by the terms and conditions and hirer's obligations.
- p) The applicant must provide a permanent address and email for communication. Any changes in personnel or contact details must be promptly communicated to the GCC Office.

- This agreement does not establish a landlord-tenant relationship between the parties. q)
- r) Subletting any part of the Centre is prohibited.
- GCC may enter into a Special Contract with Users, detailing terms and conditions beyond those in this document, in a s) separate Confirmation Letter.
- Please leave your hired space in the same or better condition as when you arrived. t)

Admission of Office Staff and Management:

Authorised members of the GCC Office or Management always have access to the premises or its parts.

Attendance Recording:

The User Attendance Sheet is available on a clipboard in the Yellow Box on the wall outside the Kitchen in the courtyard. A representative from each user group must complete this sheet every time they use the Centre. This information is necessary for funding applications, Auckland Council reports, and adheres to Health & Safety requirements.

Booking Guidelines:

For All Hirers:

- a) To request a booking, please email office@gcc.net.nz or submit a Booking Request/Hire Agreement form at Reception.
- b) Bookings should begin at the top of the hour or half-hour.
- Bookings are available in one-hour increments; we do not offer 15-minute or half-hour durations. c)
- d) Set-up and pack-down activities must occur within the booked hire period, and we kindly request that you refrain from arriving earlier than your booked time expecting to access the room.
- e) The hirer must specify the exact type of activity to take place and only use GCC for that purpose.
- f) Please use only the room that has been officially booked and confirmed.
- The grassed courtyard and covered walkways are not extensions of the booked room and should not be used as such. g)
- h) If you need to change or amend your booking times on the same day, contact the GCC office. Amendment fees will apply. Changing the booking day is treated as a full cancellation; applicable cancellation notice is required (refer to "Cancellations").
- i) Ensure that the Centre is vacated by the end of your booked hire period.
- Strictly adhere to the confirmed hire period to avoid additional charges and potential cancellation of future bookings. j)
- Our primary mode of communication for bookings, confirmations, cancellations, and general correspondence is via k) email. GCC does not assume responsibility for the receipt, deletion, or failure to store email messages.
- I) For safety reasons, no naked flames, including candles, are allowed in any space.
- Do not use any room or space without confirmation from GCC staff and written authorisation. m)

For Regular Hirers:

- A "Regular Hirer" is someone who has confirmed pre-booked hires throughout the year. These hires can be daily, a) weekly, fortnightly, monthly, or for an extended period, and they can include two or more consecutive hires.
- b) To become a Regular Hirer, you must submit Booking Requests and complete a Hire Agreement at the request of GCC staff. Once the Hire Agreement is signed and/or you receive confirmation from GCC, you are considered to have accepted these Conditions.
- Regular Hirers commit to booking for a specific period between January and December. Payments can be made for the c) term or on invoice, at GCC's discretion.
- d) Until a business relationship is established, prepayment may be required. The move to monthly invoicing is solely at the discretion of GCC Management.
- GCC does not guarantee the annual renewal of existing Regular Hirer arrangements. e)
- In certain situations, Regular Hirers may be asked to relinquish one or more bookings to accommodate multi-day f) events, elections, maintenance, or better use of all rooms within GCC. In such cases, notice will be provided to the hirer.
- Regular Hirers are provided one access key. Additional keys may incur a fee. g)
- If Regular Hirers wish to add extra one-off hires throughout the year, they can do so on a Casual basis, and the Casual h) Hire terms will apply (refer to "Bookings — For Casual Hirers").
- i) The Mission Hall is not available for Regular Hire on Saturdays.

For Casual Hirers:

- a) A "Casual Hirer" is someone who makes one-off or ad-hoc bookings throughout the year.
- b) To request a booking, Casual Hirers must complete the Hire Agreement if requested by the GCC Office. After receiving confirmation and/or an invoice, payment should be made as directed by GCC.
- c) If payment is not received by the specified due date on the invoice, the booking may be automatically cancelled without prior notice or a guarantee of retrieval.
- d) Once the Hire Agreement is signed and/or a written confirmation is sent from GCC, these Conditions are considered accepted.

For Kitchen Hire:

- a) Private hire of the kitchen is available Monday to Friday from 8:30 am to 3:00 pm **only**. During all other times, the kitchen is a communal space for all Centre users.
- b) To request a booking, please email your request and complete the Hire Agreement if requested by the GCC Office. After receiving confirmation and/or an invoice, make payment as directed by GCC.
- c) The kitchen includes two ovens (with trays), a microwave, a continuous supply hot water urn, two sinks, benches, and a refrigerator.
- d) You must bring all baking/cooking equipment, utensils, oven mitts, tea towels, dish-wash liquid/brushes, cloths, etc., for use during the hire.
- e) Instructions for using the oven can be found in the drawer under the left-hand oven and on laminated notices on the walls.
- f) If you encounter any issues with the kitchen appliances, please notify or email the GCC Office immediately.
- g) During private hire, the kitchen is closed to all other Centre users, indicated by a notice on the kitchen door.
- h) You can find a cleaning caddy and a vacuum cleaner in the tall cupboard next to the refrigerator.
- i) After use, all surfaces, including floors, ovens, and hobs, must be cleaned.
- j) For cancellations or amendments, please provide notice **before 8:30am on the day preceding the hire**, or full rates will be incurred.

For Party/Social/Event Hire:

Note: Due to restrictions on Centre closing time, noise, heritage status, proximity to other hirers, and the alcohol-free zone, GCC may not be suitable as a traditional "*Party Venue*." Consideration will be given on an individual basis.

- a) The hirer must specify the exact type of activity.
- b) Booking is contingent on the function type and available space.
- c) The Centre and its grounds, including carparks, are designated as alcohol- and smoke-free areas.
- d) The use of confetti or similar items in the Centre and grounds is not allowed.
- e) Naked flames and candles are prohibited in all spaces.
- f) You may use white "blu-tak" to attach paper to painted walls in rooms, except the Mission Hall or walls covered in Autex wall covering, provided it is entirely removed without marking by the end of the hire period.
- g) Nothing may be attached to the walls of the Mission Hall.
- h) Please remove popped balloons.
- i) The Social rate per the Rate Card applies. (View the Rate Card here: https://gcc.net.nz/room-hire/)
- j) Prepayment is due within 7 days of invoicing or as directed by GCC Staff.
- k) Sole use of the kitchen facilities is not available outside GCC Office Hours or all day during weekends.
- I) The hirer must supply their own rubbish bags and take away their rubbish.
- m) A non-refundable deposit or Bond may be required.

Cancellation/Amendment of Hire Guidelines:

All Bookings:

- a) Changing the booking day is considered a cancellation of the entire booking.
- b) Any change to the original confirmation, whether it is a cancellation or an amendment, requires 30 days' notice for Regular hirers or 7 days' notice for Casual hirers to avoid room rate charges. (If the notice date falls on a weekend or public holiday, notice must be received by 3:00pm the previous working day).
- c) An administration fee of \$20.00 will be charged for each cancellation or amendment.

- d) Cancellations and amendments should be communicated in writing, preferably via email. If email is not available, please call the office during working hours to speak with a staff member. Telephone voice messages for cancellations or amendments will not be accepted.
- If you cancel within the notice period before payment is made and before the confirmation letter/email and/or e) invoice are generated, you will be deemed to have accepted the hire, and full payment will be due.
- f) If you choose to relinquish the hire before the end of the notice period, payment is still due, and keys must be returned.
- When applicable notice is received, only the administration fee will be charged. g)
- When applicable notice is received, and payment has been made, a refund minus the administration fee will be h) issued.
- Any refund will be made to the account from which online payment was made. If the payment was not made online, i) any refund will be paid as determined by GCC Management. GCC does not retain your personal banking data.
- If applicable notice is not received and acknowledged by GCC, no refund will be made. j)
- k) GCC may refuse or cancel bookings at any time, including in emergencies or adverse conditions. We'll offer an alternative space; if the alternative option is not suitable, the hire fee will be refunded or not charged.
- I) GCC may suspend or cancel all or part of this agreement in certain circumstances, including the hirer's bankruptcy, insolvency, appointment of a receiver, arrangement with creditors, or failure to meet obligations under the agreement.
- Invoicing will continue if keys are not returned and signed in to GCC by the instructed date. m)
- If your booking is cancelled due to a mandatory Centre shutdown (e.g., during a pandemic), a refund of any prepaid n) invoice will be processed. If the Centre remains open, but you choose to cancel your booking within the applicable notice period, no refund will be issued.

For Counsellors (Offices A, B, C, D, and E):

- Registered Counsellors booking Offices A, B, C, D, and E must provide notice of any cancellation or amendment by a) 8:30am on the preceding weekday.
- Amendments received inside the notice period may incur a \$10.00 fee. b)
- Cancellations received inside the notice period will be charged the full hire fee. c)
- d) No-shows will result in charges.

For Private Kitchen Hire:

- Please provide notice of any cancellation or amendment by 8:30 am on the preceding weekday. a)
- b) If notice has been received, a full refund less an administration fee will be issued.
- In the absence of notice, no refund will be issued, and any outstanding invoices must be paid. c)

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 as specified in each room, vacuuming, mopping-up spills, and sweeping where necessary. Cleaning supplies such as a vacuum cleaner, dustpan, brush, and broom are available for your use in the Kitchen. The Mission Hall has its own vacuum cleaner and spray bottles in the Hall cupboard.
- Any furniture moved during your hire must be returned to its original position. c)
- d) GCC reserves the right to charge an additional cleaning fee of no less than \$50.00 if these conditions are not met.
- Do not remove any equipment or furniture from the Centre without written authorisation from GCC Management. e)
- f) If you find your room in an unacceptable condition upon arrival, please inform GCC Staff during office hours. After hours, photograph the issue and email the images along with your complaint to the office at your earliest convenience.
- Use the recycling bins provided only for appropriate Council-approved recyclable items. Do not put plastic bags or g) food into the recycle bins.
- h) Any rubbish generated during social/party hires should be taken with you when you leave.
- Dispose of rubbish from rooms in the bins located outside the main kitchen and office. i)
- Remove used paper towels after cleaning the whiteboards. j)
- k) Do not use nails, tacks, screws, pins, staples, or any other instruments that may damage the wall surfaces, furnishings, floors, and ceiling surfaces. Do not staple items to the curtains.
- I) Do not use cello tape or equivalent on painted surfaces, including the front entrance railings. Ensure that any tape is entirely removed from glass surfaces at the end of the hire period.

- m) Rinse used cups, plates, and cutlery in the sink and place them in the dishwasher. Please remove lipstick from cups. Do not start the dishwasher; this is the responsibility of the Centre's cleaners.
- n) Turn off and unplug any hot water urn provided in the hire space and return it to the kitchen before departure.
- o) Switch off and unplug heaters and wall units before leaving.
- p) Leave toilet areas in a clean and tidy state.
- q) If you notice any damage, please report it to us. We cannot address issues that we are not aware of.

Furniture & Equipment Guidelines:

- a) Hirers are responsible for the setup, cleaning, and packing away of furniture and equipment used during the hire period. All furniture must be returned to the designated area and stacked as per instructions in each room.
- b) Plastic folding trestle tables and chairs are provided in each room (See the GCC Rate Card for more information).
- c) Except for the Mission Hall, all chairs provided in rooms reflect the maximum capacity per room. (Refer to the Rate Card for room capacities).
- d) All electrical equipment brought in must display a current tag identifying that it has been tested by a qualified electrician.
- e) Although licensed for 100 persons, the Mission Hall currently has seating available for 65 (see also "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 that 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. We do not provide these.
- k) If you move furniture in our small office configurations, please return it to its original position before departure.
 Failure to do so may incur additional charges.

Hours of Operation:

- a) Centre hours for hire are strictly 8.00 am to 10.00 pm, seven days a week. Automatic alarming is set for 10.10pm, and all rooms and entrance doors must be locked, and the premises vacated. Any call-out fee associated with alarm activation will be charged.
- b) Office hours are 8.00am to 3.00pm, Monday to Friday, with the booking office desk staffed until 11.30am.
- c) The Office closes late December and reopens early January. No booking requests can be made during this time.
- d) The whole Centre may close for one week in January each year for annual maintenance.

Keys and Security Guidelines:

- a) The security of the GCC premises is overseen by Vanguard Security, reachable at 09 441 2232.
- b) Automatic alarming of the Centre operates in the morning and evening. Auto-alarming is set for 10.10 pm, at which time all rooms and entrance doors must be locked, and the premises vacated. Hirers do not require an alarm code.
- c) Rooms at GCC are secured with security keys. After-hours users will need a key to access rooms after the normal Centre Office hours.
- d) The allocated key will open the front and side foyer doors, the allocated room, and the kitchen (also see "Kitchen Guidelines").
- e) All keys issued remain the property of GCC and must be promptly returned to the issuing office after the completion of the hire.
- f) Keys should not be loaned or used in any unauthorised manner.
- g) Keys must be signed for at the GCC Office by a person nominated by the group. If a key holder passes the key to another group member, their details must be provided to our Office, along with full instructions regarding security, hire responsibilities, and Health & Safety. The signatory retains ultimate responsibility.
- h) The cost of replacing, rekeying locks, and covering associated damage or losses if a key is lost, stolen, or misused while in your possession is the responsibility of the person who signed out the key.
- i) Lost keys must be reported to GCC immediately.
- j) Keys may be recalled at any time at GCC Management's discretion.
- k) Casual Hirers may collect their room key from the GCC Office during the week preceding the hire date if prepayment has been made. It is the hirer's responsibility to visit GCC during Centre Office hours to sign out their security key.
- I) No reminder will be sent from GCC to inform hirers that a key is waiting for collection.

- m) Failure to collect a key before your hire date is not the responsibility of the Centre's Security Company. Access due to the lack of a key will be denied.
- n) In the event that a hirer fails to collect a key before the hire date, no refund of hire costs will be provided.
- o) When vacating the premises, ensure that all electrical appliances, lights, fans, heaters are switched off, unplugged, and doors and windows are securely locked. Open curtains and blinds if necessary.
- p) Keys must be returned to the GCC Office on the next working day following your hire or as instructed by issuing staff.q) Charges will be imposed for failure to return keys as instructed.
- r) Any non-life-threatening hazards can be reported to Vanguard Security at 09 441 2232. Any call-out fee incurred by them must be paid by the caller until liability is assessed by GCC.

Kitchen Guidelines:

- a) The Centre's kitchen is generally a **communal space**, except when it is privately hired (see "**Booking Guidelines for Kitchen Hire**").
- b) If your hire depends on using the ovens, you will need to book a private Kitchen Hire between 8:00 am and 3:30 pm, Monday to Friday.
- c) During weekends and after the GCC Office hours, the kitchen is shared by all users. GCC reserves the right to schedule private use at any time.
- d) During paid private hire, the kitchen is closed to all other Centre users. Centre staff will provide hot and cold water urns for use by others, which will be located in the courtyard area when available.
- e) Your allocated room key will also open the kitchen door, however access to the kitchen during your hire of other rooms is not guaranteed by GCC.
- f) The Kitchen consists of two ovens (with trays), a microwave, continuous supply hot water urn, two sinks, benches, and a refrigerator.
- g) All necessary equipment, including oven mitts, tea towels, dishwashing liquid, etc., must be brought with you.
- h) 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) 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.
- I) Supplies such as tea, coffee, sugar, milk, etc. are your own responsibility.
- m) If you encounter any issues with the kitchen appliances, please notify the Office immediately in person or via email.
 For serious issues after hours, please call Vanguard Security at 09 441 2232 (also see "Emergency and After Hours Procedures" on the 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 carparks. Any equipment or 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 unable to make the Centre available to the hirer due to events such as fire, flood, earthquake, failure of building services, or other circumstances 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.

Mission Hall:

- a) The Mission Hall ("The Hall") is the 108-year-old registered heritage building painted white fronting Glenfield Road.
- 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.
- 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 Kitchen in the courtyard and toilets located off the main foyer. Consideration must be made for accessibility and children needing to use the facilities.
- e) The Mission Hall is **not** available for Regular hire on Saturdays.

Parking:

- a) Centre parking is limited so please 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 block other users.
- d) The first space closest to the Mission Hall is an Accessible Park. Users must display a current parking permit.
- e) The Lower Carpark is designated for permanent Tenants and Staff only. Hirers (you) are not tenants. 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.
- f) Call Supercity Towing for towed vehicles: 09 377 7776.
- g) Plenty of street parking is available along Glenfield Road, in Camelot Place and Mayfield Road, and public parking behind Glenfield Library off Glenfield Road. (See also "GCC Transport & Parking Options" — document supplied separately).

Payments:

- a) Fees may change until you receive an invoice. Rates are in NZ Dollars and include GST. Check the GCC Rate Card for details (published on the GCC website here: https://gcc.net.nz/room-hire/ and available on request from our Office).
- b) Invoices will specify payment terms. For Casual hire, prepayment is due within 7 days of invoicing or as directed by GCC Staff. If your company accounts pay on the 20th of the month, please ensure other arrangements for payment can be made before submitting the Hire Agreement and confirming the hire.
- c) The hirer is responsible for all owed amounts, whether for your use or someone else's, and even if you're acting as an agent for any other person, firm or corporate body.
- d) 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.
- e) We don't accept credit cards. Our preferred methods are direct credit and Eftpos. Cash is accepted, but we can't provide change.
- f) Any payment being made from offshore must be declared so that a bank processing fee can be added to the invoice.

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 \$1,500 + 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.

Additional Terms and Conditions

Alcohol:

The consumption of alcohol is strictly prohibited on or near the Centre grounds. Any users found in breach of this rule will have their agreement terminated immediately.

Annual General Meeting ("AGM"):

GCC's AGM will be scheduled by the Governance Group at a designated time and location. We expect each regular User Group to have a representative at this meeting. An agenda will be sent directly to your nominated contact.

Children:

- a) Children under the age of 18 must be supervised at all times and should never be left in sole charge of any group.
- b) Children who accompany adults to the Centre should not be left outside the hired space while adults are otherwise engaged.
- c) Please note that the grassed courtyard and carparks are not designated play areas.
- If a person or organisation is renting the room for children's activities, it is important to ensure compliance with all legislative requirements, including the Children's Act 2014: https://www.legislation.govt.nz/act/public/2014/0040/latest/whole.html

Discounts/Rate Card Guidelines:

- a) Standard hire rates apply to all groups, companies, or individuals, regardless of their social (not-for-profit) or charitable status, if they provide services for which they charge their participants.
- b) GCC offers a discounted community rate to legitimate social (not-for-profit) community groups, community classes, and religious groups who do not charge their participants any fees for their service or attendance. Proof of eligibility is required, and no further discount will be provided.
- c) Rates for social, full-day, and event hires may differ from those advertised. Quotes can be requested directly from GCC.
- d) GCC periodically updates its Rate Card. The current version can be requested from the Office or found on the GCC website here: *https://gcc.net.nz/room-hire/*

Insurance Guidelines:

- a) GCC does not undertake to arrange or maintain any insurance cover, whether for property, contents, or any other purpose, for the benefit of the hirer.
- b) The hirer is responsible for arranging and maintaining any insurance they consider necessary and adequate, including public liability cover for medium to high-risk events. This insurance protects the hirer against claims made by third parties for damage to people or assets.

Internet Guidelines:

- a) The Centre offers a Wi-Fi connection available for use. You can access it on your device as "GCC-Guest" and will need an access code/password, which is obtainable from our Administration Office (the code is mounted on the wall inside the office, adjacent to the photocopier, and viewable from the foyer).
- b) Please note that connectivity is not guaranteed and may fluctuate in terms of signal strength for various reasons beyond our control. These factors may include the number of users, power cuts, scheduled system updates, distance from the router, physical barriers such as walls, and your device settings. Additionally, ensure your device is not trying to load updates during use.

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 while in or left in the Centre.

Noise, Neighbours, and Music:

- a) Maintain an acceptable noise level at all times.
- b) In small rooms, avoid using loud sound systems. If used, keep the volume low to avoid disturbing other hirers.
- c) Respect the right of other hirers to request a reduction in volume if their group is affected.
- d) When using commercially-recorded music, ensure compliance with all copyright requirements.

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 place if no other hire follows. Full day rates apply. (See also "Liability" and liaise with the GCC Office at the time of booking).

Smoking:

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

Tea Trolley:

- a) Tea Trolleys and water urns are available on a first-come-first-served basis, not reservable.
- b) If one is available, the hirer is responsible for collecting, filling, and returning it and the trolley to the kitchen.
- c) Bring your own consumables like tea, coffee, sugar, and milk.
- d) After using the urn, unplug it and return it and the trolley to the kitchen (or as directed by GCC Staff).
- e) When the kitchen is in use by a private hirer, staff will provide hot and cold water urns in the courtyard when available.

Toilets/Bathrooms:

- a) Bathrooms for ladies, men, and accessible facilities are in the main entrance foyer.
- b) For plumbing emergencies after hours, call Vanguard Security at 09 441 2232.
- c) Keep bathrooms and toilets clean and tidy.
- d) Dispose of sanitary items in the provided pods, not by flushing.
- e) Use the bins by the basins for waste paper towels.

Emergency and Health & Safety Protocols

All:

- Two large fire hoses are located at opposite corners of the courtyard, and fire extinguishers are placed in the Hall,
 Kitchen (accessible with all room keys), Plunket, and Room 8. Fire alarm panels (of the "break glass" type) are available
 at various locations throughout the Centre. Please familiarise yourself with these. Do not use water on electrical fires.
- b) Fire exits must always be kept clear. Access to exits, including the covered walkways, must not be obstructed by chairs or other items.
- c) If you encounter any hazard, whether due to an activity or physical condition, report it immediately to the emergency services (Fire, Ambulance, Police) by calling 111, and also to the Centre's designated Security Team at Vanguard Security: 09 441 2232.
- d) Non-life-threatening hazards can be reported to Vanguard Security. The caller may be responsible for any call-out fees until liability is assessed.
- e) For plumbing emergencies after hours, please contact Vanguard Security.
- f) It is the hirer's responsibility to provide first aid supplies.
- g) White Cross Health (open 7 days) can be reached at 09 444 4244 Ext. 3.
- h) An AED Defibrillator is available from the GCC Office during staff hours between 8:00 am and 3:00 pm, Monday to Friday.

During Office Hours:

Fire safety, emergency, and evacuation information is displayed throughout the Centre. In the event of the alarm a) sounding during Centre Office hours (8:00 am - 3:00 pm), follow the instructions of the designated Building and Fire Wardens and evacuate the building to the designated Assembly point in the Lower Carpark.

After Hours:

a) Emergency, fire safety, and evacuation procedures for after-hours are provided in Protocol 2 at the end of this document (see last page).

Health & Safety at Work Act 2015:

The GCC and those who hire and use the premises share the responsibility to "eliminate risks to health and safety, so far as is reasonably practicable." Visitors and hirers are considered "other persons" under the legislation, and the Centre is considered a "workplace."

Under Section 46, "Duties of other persons at the workplace", please observe the following and inform facilitators and participants in groups run at the GCC:

"A person at a workplace must:

- Take reasonable care for their own health and safety. •
- Take reasonable care to ensure their actions or omissions do not adversely affect the health and safety of other . persons.
- Comply, to the extent that they are reasonably able, with any reasonable instructions given by the Person Conducting a Business or Undertaking (PCBU), in this case, the GCC, to enable the PCBU to comply with the Act or regulations."

HIRER'S RESPONSIBILITY DURING EMERGENCY EVACUATIONS EVENINGS AND WEEKENDS ONLY – <u>AFTER HOURS</u> 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	E			Clear
		IN		OUT	
All hired areas including toilets and kitchen	YES				
Counselling & Offices: B,C,D,E (off Room 7) & A	МАҮВЕ				
Lower Ground Floor	MAYBE				
Centre Office	Most likely vacant at this time				
Former ELC and Room 8	ΜΑΥΒΕ				
Plunket Rooms (including Office H)	ΜΑΥΒΕ				
Tenanted Offices (BAIS & Literacy Aotearoa)	Most likely vacant at this time but check				

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.