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General Information and Conditions

EVENTS

1. EVENTS AND TOURNAMENTS

Council encourages hirers to discuss details of any event or tournament, so that if any additional ground preparation or event support needs to be carried out or any other special arrangements are needed, Council have sufficient time and information to attend to these before the event.

2. SMOKE FREE KAWERAU

All Council Events, Venues, Parks and Reserves are non-smoking and non-vaping environments.

3. WASTE MANAGEMENT

Events can create a lot of waste. If you are organising an event, you need to ensure that all the waste is properly managed and disposed of appropriately.

Serviced (waste collected) bins can be arranged at a cost. If you choose this additional option, we will arrange for the bins to be delivered and collected from your event site. If you do not arrange for sufficient number of bins to be delivered for your event, you must take care of the overflow of your waste at your own expense. If there is waste left behind, the cost of disposal will be deducted from your bond and if that is insufficient, we will invoice you for the balance owing.

4. FOOD SAFETY PLANS

Food Vendors

If you are providing food for spectators at no cost, then there is no need to advise us. It is, however, good practice to follow MPI's food safety guidelines:

<https://www.mpi.govt.nz/dmsdocument/3713-Food-safety-tips-for-event-organisers>

As the event organiser, you need food vendors to provide their current food registration certificates.

If you plan on having a large number of food sellers and/or high-risk foods (such as seafood) at your event, we suggest you book an appointment with our Regulatory Administrator or email kaweraudc@kaweraudc.govt.nz to talk about what standards are required to comply with the Food Act.

5. ADDITIONAL REQUIREMENTS

5.1 Road Delay or Closure – the timeline required is 60 working days and two notices must be put in the local paper at 42 days 7 days prior to the event. Due to changes underway to the Code of Practice Temporary Traffic Management (CoPTTM), all Temporary Management Plans (TMPs') must be prepared by a Certified Temporary Traffic Management Planner (TTMP), in order for Council to approve it. There are several organisations online who can provide your Temporary Traffic Management Planning requirements for your event.

5.2 Amusement Device – timeline required is 20 working days, the Application for a permit to operate an amusement device is here:

https://www.kaweraudc.govt.nz/sites/www.kaweraudc.govt.nz/files/documents/application_to_operate_amusement_device_2013-02-2018.pdf, this form and payment must be submitted to our Monitoring and Compliance Officer (MCO) for processing and approval at the Kawerau District Council main office.

5.3 Marquee over 100m2 – The 2004 Building Act requires all marquees/temporary structures over 100m2 to be erected under a building consent. Council has up to **20 working days** in which to approve a building consent. The Marquee vetting checklist including fire safety and hygiene requirements is here:

https://www.kaweraudc.govt.nz/files/documents/building_and_planning_-_marquee_vetting.pdf, and the Simple Application form is here: https://www.kaweraudc.govt.nz/sites/www.kaweraudc.govt.nz/files/documents/form_2_-_simple_consent_application-vetting_combined_form_01.05.17.pdf

Complete applications and payment must be submitted to Council for processing and approval. An appointment with the Building Control Officer (BCO) will be necessary before payment can be accepted and application submitted.

5.4 Liquor License – the timeline required is 20 working days, All Liquor Licensing forms are available here:

<https://www.kaweraudc.govt.nz/services/environmental-health-and-liquor-licensing/liquor-licensing/licensing-forms>, these forms must be completed and returned to our customer service team at Council for processing and approval.

VENUES

- Town Hall
- Concert Chambers
- Ron Hardie Recreation Centre
- Rangi Delamere Centre
- Prideaux Park Pavilion
- Bert Hamilton Hall
- Circus Paddock
- Boyce Park
- Firmin Field
- Stoneham Walk
- Prideaux Park
- Tarawera Park
- Waterhouse Street Reserve

Please note that Firmin Lodge has separate Terms & Conditions and booking form.

6. BOOKINGS

- 6.1 Venue bookings can be made at the Council Office, Ranfurly Court, Kawerau or by emailing kaweraudc@kaweraudc.govt.nz
- (a) If your booking should finish earlier than anticipated, please phone 07-306-9009 and follow the prompt to Duty Supervisor. This will allow the venue to be locked and remain secure under your booking times. (Damage could occur if the venue remains open, unattended).
- 6.2 Council may from time to time make rules for any venue relating to any of the following:
- (a) The control, management and use of the venues and associated property.
 - (b) The hours during which the venue and any specified parts of the venue shall be open and the holidays, days and times upon which it will be closed.
 - (c) The fees and charges payable for entry, or use of, the venue.
 - (d) The maintenance of good order and conduct whilst people are in, or on the venue.
 - (e) The operation of the leisure or recreation venue to ensure the safety and health of persons in, on, or in the vicinity of the venue.

- (f) The closure of a leisure or recreation venue or part thereof or setting aside of part, or all of that venue for the exclusive use of individuals or groups.

7. HIRE

All users must pay ***the hireage fee plus a \$200 venue bond*** when applying for a booking. This payment will secure the booking.

- 7.1 Where advance or tentative bookings are requested, payment of the hire charges and bond must be received within two business days from the booking being made.
- 7.2 If no contact has been received from the hirer after the two working days, the booking will automatically lapse.
- 7.3 Seasonal allocations are at the discretion of Council and must be in writing.
- 7.4 Subletting is NOT permitted.
- 7.5 Council reserves the right to cancel, transfer or reallocate a booking. This is not done lightly and is usually for maintenance, repairs or an occasion of major importance. Council will make every effort to consult with the hirer.

8. FEES AND CHARGES

Current fee charges are available from the Council office and/or on Council's website:

https://www.kaweraudc.govt.nz/sites/www.kaweraudc.govt.nz/files/documents/fees_charges

- 8.1 A bond is payable when a venue is booked. This will be refunded when the venue is left clean and tidy, free from damage and all the conditions of hire have been met.

9. CANCELLATION or NON-ATTENDANCE

- 9.1 Booking cancellation must be received ***no later than five working days*** before the hire date. Hirers will receive a full refund of any monies paid or invoiced.
- 9.2 Hirers who cancel their booking ***less than five working days*** before the hire date will be charged 50% of the cost of hire. If the late cancellation was caused through circumstances beyond the control of the hirer, Council may, at its discretion, refund all, or part of the payment.

- 9.3 If the hirer does not turn up or use the venue, reserve or sports field on their hire date, without notice, no refund of hire fees will be available.
- 9.4 If the reserve or sports field cannot be used due to weather conditions, Council may, at its discretion, refund all or part of the payment. This request must be in writing by the hirer.

10. UNPAID MONEY

No hirer of any venue or associated equipment, who owes any money to Council in connection with that hire, shall be permitted to hire any venue or equipment until all such charges have been paid in full.

11. ACCESS TO VENUE, RECREATION & SPORTS FIELDS

Council will make the venue, recreation and/or sports fields available to the hirer by either Custodian, Duty Supervisor or After-Hours Security Service. No keys will be issued to casual hirers.

12. USE OF VENUES AND RESERVES

- 12.1 The venue must only be used for the time and purpose approved by Council and must not be used in an offensive or illegal manner. Users must at all times comply with the statutes, bylaws, regulations or other written directions of Council.

Additional approval is required for the erection of any structure. Hirers will need permission from the Parks and Recreation Manager if they wish to mow the grassed areas.

The use of the premises must finish by **midnight**, except with the written permission of the Chief Executive Officer or his nominee.

Kawerau District Council, the New Zealand Police and Fire Service have right of entry at all times.

13. LOSS OR DAMAGE TO COUNCIL PROPERTY

The hirer of any venue, recreation venue or associated equipment shall be responsible for any loss or damage to the venue or equipment and for any loss or damage to any other equipment that was available for use in the venue or at the recreation venue that occurred during the period of the hire.

14. DAMAGE AND CLAIMS

Any damage to the venue, equipment or reserve/sports field must be reported to Council immediately.

- (a) The hirer will be responsible for all damage occurring during the hirer's use.
- (b) The use of the venue, reserve and/or sports field is at the hirer's risk. Council shall not be liable for personal injury or claim.

15. CLEANING

The hirer is responsible for ensuring that the venue or recreation venue is left in a clean and tidy condition immediately after use, unless arranged otherwise.

16. COUNCIL REDRESS

Council reserves the right, where a hirer leaves a venue, reserve or sports field in an unsatisfactory state and/or fails to abide by any of the conditions of hire, to refuse to let the venue, reserve or sports field to the hirer in the future.

16.1 Council reserves the right, without redress to refuse all, or any particular application for the hire of a venue, reserve or sports field.

16.2 The conditions of hire are subject to amendment without future notice.

17. NON-COMPLIANCE

Non-compliance with any of the conditions of hire jeopardises future hire.

18. SECURITY

18.1 The hirer is required to ensure there is adequate security when holding an event. It is strongly suggested the Police are notified prior to an event.

18.2 It is the hirer's responsibility during any hire period to ensure the venue is secure. Please contact the Police on 111 in the event of a situation of concern.

18.3 Before vacating the premises, all exit doors and windows must be closed and locked.

18.4 Before vacating the premises, check to ensure that no person remains on the premises and that all air conditioning units, lights and cooking equipment turned off.

19. EXPULSION OF OFFENDERS

19.1 Any member of Council staff working at, or on, any leisure or recreation venue, may require any person to leave that venue, reserve or sports field whom:

- (a) Is not using the venue for the purpose for which it is intended, or
- (b) Behaves in a disorderly manner, or
- (c) Contravenes any rule applying to that venue, or
- (d) Breaches this part of the Bylaw.

- 19.2 Refusal on the part of the person to leave as instructed will constitute an offence against Kawerau District Council General Bylaw: Part 13 – Leisure and Recreation Venues 2010.
- 19.3 Where a person is required to leave a leisure or recreation venue, that person may be excluded from that venue for a period of time.

SPECIAL CONDITIONS FOR RECREATION AND SPORTS FIELDS

- 20. EQUIPMENT** – means any tools or apparatus under the ownership or control of Council that is available for hire or use in, or on, a leisure or recreation venue.

21. ERECTION OF EQUIPMENT

- (a) The provision of goal posts or other items of equipment for a sport is the sole responsibility of the organisation hiring the reserve.
- (b) No heavy equipment or vehicles shall be used on reserves/sports fields without the approval of Council.
- (c) The use of steel pegs to secure equipment in the ground is not encouraged. If pegs are required, plastic pegs are preferred.

Council staff should be notified of their location and the hirer's need to liaise with the Parks & Recreation Manager for major events or tournaments, to ensure sprinkler systems and mowing equipment are not damaged.

22. PRIDEAUX PARK

Wearing cricket or athletic sports shoes is permitted on Prideaux Park, but other sprigged footwear is prohibited.

23. USE OF OIL

The use of oil is prohibited for the marking of playing fields. Whitening or white paint should only be used.

24. DESIGNATED AREAS

Any designated areas such as softball diamonds/goals etc., should be alternated from time to time during the season to avoid too much wear of the playing surface in one area.

25. IRRIGATION

- 25.1 It is often necessary for Council to irrigate reserves and sports fields. Efforts will be made to co-ordinate irrigation to avoid clashing with a known sporting fixture. Irrigation may cause some inconvenience at times, but irrigation equipment is not to be removed under any circumstances.

- 25.2 Underground irrigation has been installed at Firmin Field, Prideaux Park and Tarawera Park (outlets). If problems arise because of irrigation, they should be reported to Council staff, or if it is outside normal office hours, to

the Duty Supervisor. The contact phone number for both of these is (07) 3069009.

26. PRIDEAUX PARK PAVILION

- (a) During the hire, the lights on the premises, including those in the toilet areas, are to be left on.
- (b) No items are to be stored above head height.

SPECIAL CONDITIONS FOR RANGI DELAMERE CENTRE, RECREATION CENTRE, TOWN HALL, CONCERT CHAMBERS AND BERT HAMILTON HALL

27. SAFETY REQUIREMENTS – ALL VENUES

- 27.1 Nominated Safety Officers/Fire Wardens must be appointed by all hirers who use Council venues, where there is a congregation of 100 or more people. These officers/wardens must be on site for the duration of the hire (refer “*Fire, Safety and Evacuation of Buildings Regulations 2006*”).
- 27.2 In the event of an emergency, the Safety Officers/Fire Wardens are responsible for the evacuation of the premises. They are required to note/action the following prior to venue’s usage:
 - (a) Location of the places of safety (assembly points)
 - (b) Identify person/s with a disability, ensure they have specific evacuation plan and nominating a person responsible to carry this out.
 - (c) The location of all EXIT doors in the venue
 - (d) Ensure all EXIT and EMERGENCY LIGHTS are operating
 - (e) Ensure the EXIT light is on when the venue is in use
 - (f) Ensure that all EXITS are kept clear, and the doors are operating efficiently before the venue is used
 - (g) Carry out an inspection after the audience has left the premises
- 27.3 Ensure the building is kept clear of obstacles at all times; and
- 27.4 Exit doors are not locked, barred, or blocked so as to prevent any of the buildings occupants from leaving the building.
- 27.5 Smoke- control and fire-stop doors are NOT kept open otherwise than in a way that complies with the building code.
- 27.6 Stairwells and passageways are not used for storage or accumulation of waste

28. TABLES & CHAIRS

Tables and chairs are available in the venue for use. The hiring of tables and chairs is not permitted for individual use outside of the venues.

29. INSPECTION

Council staff, or its nominated agents, may at any time inspect the premises and may not be denied access.

30. INSURANCE

Council will insure the building against loss, damage or destruction by fire and other risks.

31. CONCERT CHAMBERS

31.1 The rear or side doors must be used for the movement of goods in and out of the premises.

31.2 All crockery used must be washed and put back into the cupboards.

31.3 The piano is not to be moved unnecessarily.

31.4 The emergency exits must be kept clear of obstacles at all times. Not locked, barred or blocked.

31.5 No items are to be stored above head height.

31.6 Sound system is available. Instructions on use are available if required.

32. TOWN HALL

32.1 The rear or side doors must be used for the movement of goods in and out of the premises.

32.2 The Steinway piano is not included in the hire. Application for its hire must be made separately.

32.3 Due to weight restrictions, no more than 30 individuals are to be on the stage at any one time.

32.4 Lighting

32.4.1 The special stage lighting equipment is not included in the hire. Application for hire of the lights must be made separately.

32.4.2 Approval for additional spotlights or additional electrical equipment must be obtained at the time of booking and a suitable qualified electrician used if required.

32.4.3 The theatre electrical console and auditorium lights are located on the electrician's platform to the right and above the stage.

32.4.4 Exit lights must be switched on when the auditorium is in use.

32.5 Heating

32.5.1 The Town Hall heating system is on a 2-hour automatic timer. Indication lights will glow when running.

32.5.2 Press green "ON" button to start the heaters.

32.5.3 Turn on each heater switch.

32.5.4 To stop heaters before the 2 hours, press the red "STOP" button.

32.5.5 Refer Fees and Charges for costs.

32.6 Storage

32.6.1 No items are to be store above head height

32.7 Sound system is available. Instructions on use are available if required.

32.8 The emergency exits must be kept clear of obstacles at all times. Not locked, barred or blocked.

32.9 Cleaning

32.9.1 All crockery used must be washed and put back into the cupboards/drawers.

33. RECREATION CENTRE

33.1 The Recreation Centre has spectator seating for 320 persons

33.2 The kitchen and ticket/kiosk are to be kept locked at all times. Council's custodian will open these areas if required.

33.3 Gas Alarm

33.3.1 The Centre has a Hydrogen Sulphide H₂S detection alarm, please treat this alarm as you would a fire alarm and immediately vacate the building if sounded and advise the Council on 07 306 9009.

33.4 The emergency exits must be kept clear of obstacles at all times. Not locked, barred or blocked.

34. RANGI DELAMERE CENTRE

34.1 The Rangi Delamere Centre has two reception areas and toilets and showers that can be hired as a combination of all three or individually.

34.2 Small meeting room has maximum seating for 15 persons.

34.3 Central meeting area has maximum seating for 60 persons, and can accommodate up to 75 persons

34.3.1 Whole facility maximum capacity 115 persons.

34.4 Salto tags will be issued to the hirer for the area/s booked for hire. These must be returned to Council within 2 working days of the hire. If not returned within the specified time, the cost of replacement will be deducted from the hirer's bond.

34.5 Cleaning

34.5.1 The hirer is responsible for ensuring that the hired space in the venue is cleaned to Council's acceptable cleaning standards and ready for the next user at the end of the hire period.

34.5.2 All crockery used must be washed and put back into the cupboards/drawers.

34.5.3 The hirer is responsible for cleaning all parts of the facility used, including the toilets and showers/changing rooms.

34.5.4 At the end of the hire period the hirer must remove all rubbish off site, and must leave the venue, including car parks and adjacent areas, in good, clean and tidy order.

34.5.5 The hirer will be charged the actual cost of any required cleaning and rubbish removal. This cost will be initially deducted from the bond, and the hirer will be charged the shortfall if the bond is not sufficient to cover these costs.

34.5.6 Regular users will be charged directly for any cleaning costs (not to be deducted from their bond) and any unpaid amounts after 14 days may be referred to a debt collection agency. Council may also suspend further hire of the venue to the hirer until all outstanding accounts are paid.

UNAUTHORISED TAKING OF ANY ITEM OR EQUIPMENT

Any person who unlawfully takes, or attempts to take any item or equipment from any Leisure or Recreation venue and any person who knowingly pledges, pawns, sells or

attempts to sell, purchase or advance money on any such item or equipment shall, in addition any other offence of which such Person may be guilty, be in breach of the Kawerau District Council General Bylaw: Part 13 – Leisure and Recreational Venues.

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