## Kawerau District Council Terms and Conditions of Hire

- 1. <u>Use of Premises</u>
- 1.1 Alcohol, Smoking, Vaping and Glass are not permitted at the venue.
- 1.2 The Council reserves the right of access to the pool complex during the period of hire.
- 1.3 All pool rules must be followed. (Rules attached)
- 1.4 The Hirer must provide a Health and Safety Management Plan and comply with all safety requirements.
- 1.5 The Hirer may not enter the pool complex until the booked time and all users must vacate the facility at the completion of the booked period. The booking period includes set up and cleaning.
- 1.6 No loud noises such as bands, stereos or amplified sound are permitted and may result in the early closure of your function.
- 1.7 Spa will not have jets and bubbles operating.
- 1.8 Subletting is NOT Permitted.
- 1.9 BBQ operating procedures are located on wall in the area. Only cooking oil to be used and NO fish to be cooked on the BBQ unless wrapped in foil.
- 1.10 No dogs or bikes are permitted in the swimming pool complex.
- 1.11 No bouncy castles are permitted during a private hire or BBQ hire.
- 1.12 Gas bottles are NOT to be connected to any other equipment other than the BBQ provided by KDC.
- 2. <u>Cleaning of Facility</u>
- 2.1 Hirer is responsible for the general tidying and cleaning of the pool complex to be completed within the booking times. Brooms are available for sweeping the BBQ area.
- 2.2 BBQ gas is to be turned off and cleaned with equipment provided. Make sure you clean top and bottom drip trays. (Break-up is in bucket, do not dilute with water)
- 2.3 Ensure all your items/equipment/food are removed.
- 2.4 All rubbish is to be place in the wheelie bins provided.
- 2.5 Check toilets are clean before leaving.
- 2.6 Addition cleaning required by Council will incur a deduction from the bond.
- 3. Departure
- 3.1 Turn off lights in changing room areas, all other lights are automatic.
- 3.2 Departure after booking times may result in additional charges.

## 4. Loss or Damages to Pool Complex

- 4.1 Any damage to the pool complex, or loss of contents, must be reported the next business day.
- 4.2 The hirer of the pool complex and all associated equipment (eg. BBQ) shall be responsible for any loss or damage.
- 4.3 Council reserves the right to take any action necessary to recover or make good at the hirers expense, any loss or damage incurred from the negligent use of the pool complex.
- 4.3 The Council accepts no responsibility for loss or damage to any property which may be brought to the pool complex, whether in or outside the pool complex, and does not provide any insurance cover for such property, including property left secured in any storage facility which may be provided.

## 5. <u>Breach of Conditions</u>

- 5.1 Any breach of these conditions may result in the closure of your function, additional charges being incurred and/or refusal to accept future bookings.
- 5.2 Pursuant to General Bylaw: Part 13 Leisure and Recreation Venues 2010, any member of Council staff may require any person to leave the pool complex who:
  - (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

The refusal on the part of the person to leave as instructed would constitute an offence against this bylaw. If required to leave the pool complex, that person may be excluded from that venue for a period of time.

- 6. Right of Refusal to Hire
- 6.1 The Council may, at its discretion, refuse any application for hire and may cancel any booking without assigning a reason (in which case all monies paid will be returned in full).
- 7. Personal Injury or Claims
- 7.1 The use of the venue is at the hirer's risk. Council shall not be liable for personal injury or claim.