

City of Wellington Pipe Band - Hall Hire Agreement – April 2021

Schedule

Date of Agreement:

Hall Custodian:

Contact Details:

Full Hirer Details:

Contact Person:

Contact Details:

Telephone:

Email:

Description of event:

Purpose of hire:

Date of hire:

Referee/ guarantor:

Hire fee:

payment to – City of Wellington Pipe Band - 03-0502-0587251-00

Bond:

The Owner agrees to hire the hall to the Hirer on the conditions below:

1. CONDITIONS OF HIRE

- . 1.1 This agreement can be reviewed annually by the Owner.
 - . 1.2 The agreement, if a continuing hire, is terminable by either party giving the other one months notice in writing.
 - . 1.3 The Hirer shall pay to the Owner for each use of Pipe Band Hall the agreed hire fee in the Schedule.
 - . 1.4 The Hirer shall be responsible for insuring their own stored goods/materials within the Hall and the Owner accepts no liability for these goods under any circumstances.
 - . 1.5 The Hirer shall adhere to the local council bylaws with regard to being a good neighbour and noise control. The Hirer warrants that the hall will not be used for any activity that is of an objectionable nature, is in breach of reasonable standards of public decency or is likely to create a nuisance or be in breach of the Sale of Liquor Act.
 - . 1.6 A Bond of \$300 will be paid prior to collecting the keys. Keys are to be collected from, and returned to, the Hall Custodian at a time agreed to after discussion. The Hirer must ensure the security of the security code and keys. The Bond will be refunded after verification that the Hall and surroundings are left in the same order and level of cleanliness as prior to hire in accordance with Clause 6.
 - . 1.7 All Music must cease by 11:59pm and the hall be vacated by 00:59am. Should the Hirer wish to begin the cleaning up of the hall after midnight, consideration must be made for the neighbours that live adjacent to the hall. The hall must be cleaned by the Hirer immediately after the completion of your event. If you need to delay the cleaning then this must be arranged in advance of your event with the hall custodian. Consideration must be given to other organisations wishing to use the hall the following day.
 - . 1.8 The Hirer cannot sub-let the Hall.
 - . 1.9 In the event that the Hirer is a casual "one off" Hirer then a bond of \$300.00 will be required to be held by the Owner. This bond will be returned to the Hirer when the hall is found to be in an acceptable state of cleanliness and repair following the event. If the hall needs to be cleaned after the event by the Owner then a cleaning fee of \$50 per hour will be deducted from the bond or be recoverable from the Hirer. If there is any damage to the hall, its fittings or fixtures then the bond will be held in full until repairs can be made. This bond will be used to offset the cost of these repairs. The balance of the bond will be returned when repairs complete. If any extra cost is incurred for the repairs then the Hirer shall pay such cost to the Owner on receipt of an invoice.
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- . 1.10 The Hirer (if a continuing hire) must notify the Owner contact person of any change in the Hirer contact person.

2. BOOKINGS

2.1 All bookings for the hall to be made with the hall custodian. Full hire and bond to be paid when the key is uplifted. The bond will be refunded on return of the key and if all provisions of this agreement are met by the Hirer.

3. CANCELLATIONS

3.1 In the event of a notice of cancellation of any booking given by the Hirer and received by the Owner less than one week prior to the date for which the hall is booked, the Hirer shall be liable for payment of half the hire charges.

4. DAMAGE

- . 4.1 The Hirer of the hall shall be liable for:

- 4.1.1 Repair or replacement of any damage or breakage done to the hall fittings or fixtures moveable or otherwise through the act of the Hirer or their contractors, employees or by those attending any function conducted by the Hirer.

- 4.1.2 All crockery breakages.

- . 4.2 Damage, breakage, loss of property will be deducted from the bond. If the cost exceeds that of the bond it will be recoverable from the Hirer.

5. DECORATIONS

5.1 Only those decorations which can be arranged independent of the building structure will be permitted. The use of nails and staples is prohibited. Other forms of adhesive may be approved upon application at the time of signing of the Hire Agreement.

6. CLEANING

- . 6.1 The hall, kitchen, toilets, are to be swept out after use. Brooms, mops vacuum cleaner and cleaning products are stored in the cleaning cupboard.
 - . 6.2 If anything is spilt on the floor the whole area is to be washed out.
 - . 6.3 The electric ranges are to be cleaned after use.
 - . 6.4 Rubbish etc is to be removed from the premises.
 - . 6.5 The kitchen refrigerator is to be left clean and switched on temperature 1
 - . 6.6 If inadequate cleaning is reported by the custodian the cost of the cleaning required will be deducted from the bond and if the cost exceeds the bond it
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will be charged to and recoverable from the Hirer.

7. LIGHTS AND HEATERS

- . 7.1 All lights, heaters and the Zip hot water unit must be turned off at the switches on the wall and NOT at the main.
- . 7.2 THE MAIN POWER BOARD MUST NOT BE SWITCHED OFF AT ANY TIME EXCEPT FOR EMERGENCY PURPOSES WHICH MUST BE REPORTED TO THE OWNER CONTACT PERSON NAMED IN THE SCHEDULE.

8. GENERAL REQUIREMENTS

- . 8.1 No cutting is permitted on the bench but can be done on cutting boards supplied.
- . 8.2 Tables, trestles and chairs are to be replaced in their positions at commencement of hire or where advised by the owner contact person named in the Schedule.
- . 8.3 Smoking is not permitted in any part of the Hall. The use of candles or any naked flame is also prohibited.
- . 8.4 The Hirer shall ensure that all outside doors are locked, windows securely closed, lights and hot water cylinder switched off and alarm set before vacating the premises.
- . 8.5 The Owners will not be responsible for any damage or loss of any property whatsoever placed in the hall by the Hirer, his contractors, employees or any person attending the function.
- . 8.6 That should the automatic fire alarm system be set off by the Hirer, his employees, contractors, or any person attending the function, the Hirer will meet all Fire Services charges and any other costs or charges incurred.
- . 8.7 The projector is not part of the Hall Hire Fee. Approval for its use must be obtained from the Owner contact person and payment of an additional bond will be required.
- . 8.8 Any Band Memorabilia on display must not be tampered with or removed without the permission of the owner contact person.

9. Alcohol

Alcohol will be only allowed in the Hall in accordance with the requirements of the licensing laws. All crates, bottles, cans and other containers shall be removed from the hall premises immediately the function ceases. The Hirer must contact the Wellington City Council, phone 04 499 4444 to check the Liquor Licensing law requirements.

10. GROUPS WITH SCOTTISH CULTURAL CONNECTIONS (SCC)

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- . 10.1 Special conditions apply only to organisations who are recognized by the Owner as regular users of the Hall and have as a principal object the promotion of Scottish/Celtic arts music and dance.
 - . 10.2 There shall be established a Hall Custodian and this person is appointed by the Pipe Band Executive Committee.
 - 10.2.1 The Pipe Band executive committee shall be overall responsible for the management of the hall.
 - 10.2.2 Hire fees shall be paid directly to the designated bank account.
 - 10.2.3 The Executive Committee shall be overall responsible for the management of the hall including hire, cleaning, repairs and maintenance. All hire fees shall be collected and retained by the Pipe Band in the designated bank account. Receipts and payments from this bank account shall be incorporated in the annual financial statements of the Pipe Band.

11. Disputes and/or complaints

11.1 Should any dispute arise between a hall hirer and the hall owner such dispute shall at the request of either party be referred to mediation. Such mediation shall be conducted by a mutually agreed independent mediator appointed by the parties.

The Hirer named on the Schedule hereby agrees to the above conditions and undertakes to comply with them for the hire on the date(s) in the Schedule.

If any person or organisation is named in the Schedule as guarantor then such person or organisation guarantees the due performance by the Hirer of these conditions.

_____ Signature of Hirer
_____ Position held if applicable
_____ Signed on behalf of the Owner
