



## Whangārei Bowling Club Incorporated

2 Second Avenue, Whangārei 0110  
Telephone: 09 438 8407 or 021 805 575  
Email: bowlswhangarei@gmail.com  
www.bowlswhangarei.org.nz



### Application to Hire Venue and Facilities

Whangārei Bowling Club Incorporated (hereinafter called The Club) offers affordable Venue options for you and your family, sporting team, community group, school, or organisation to hire and enjoy.

This form provides us with your contact details and details about your request to Hire and Venue Facilities from the Whangārei Bowling Club Incorporated. It is important that you answer all questions fully.

For general hire, you will have to book at least five working days in advance. Should your event require a Special License to be available, you will have to book a minimum of 21 days in advance.

#### Hirer Details

Full Name	
Company, Organisation or Group Name	
Postal Address	
Email Address	
Phone Number	

Details of person responsible for care of the Venue during occupation (if different from above).

Responsible Person Name *	
Phone Number	

\* The Responsible Person is a person who is at least 18 years old, with the overall responsibility to ensure compliance with the Terms and Conditions of Hire listed hereafter on this Application.

#### Short Term Hire (casual one-off hire)

Date of Hire	
Start Time	
Finish Time	
Hours of Hire required	

#### Long Term Hire

Reoccurring Hire	Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Monthly <input type="checkbox"/> Annually <input type="checkbox"/>
Start Date	
Finish Date	
Hours per Day required	

#### Facilities Required

Pavilion Only		Pavillion & Bar Facilities	
Barbecue Facilities		Kitchen Facilities	
Bowling Facilities		Other	

## Function/Event Details

Reason for Hire/Function Type	
Activity planned in the Venue	
Public, private or commercial function	
Estimated number or people attending	
Will there be live music at the event?	
Will be supplying food for your guests?	
Do you require catering for your guests?	
Will you require the Venue cleaned after the event?	
Other	

## Schedule of Charges (subject to the discretion of The Club)

Pavilion Only Hire (unattended)	\$20.00/hour
Pavilion & Bar Facilities Hire (minimum charge \$60.00/hour)	\$15.00/person
Long Term Hire of Pavilion Only or Pavilion & Bar Facilities	by negotiation
Bowls Facilities	\$25.00/hour
Barbecue Facilities	\$45.00/event
Kitchen Facilities (no cleaning)	\$45.00/event
Cleaning	\$35.00/hour
Catering	by negotiation

## Declaration

I \_\_\_\_\_ warrant and confirm that: I have read and understood the full Terms and Conditions of Hire, I am at least 18 years old and have the authority to accept this agreement, and I understand and accept that the information provided for my booking may be shared with the NZ Police.

Signature (Hirer): \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Responsible Person: \_\_\_\_\_ Date: \_\_\_\_\_  
(If different from the above)

Office Use Only	
Pavilion Only Hire (unattended)	\$
Pavilion & Bar Facilities Hire _____ Hours @ \$60.00/hour or _____ attendees @ \$15.00/person = whichever is greater	\$
Special License Fee	\$
Long Term Hire of Pavilion Only and/or Pavilion & Bar Facilities	\$
Bowls Facilities _____ Hours @ \$25.00/hour	\$
Barbecue Facilities	\$
Kitchen Facilities (no cleaning)	\$
Cleaning _____ Hours @ \$35.00/hour	\$
Catering	\$
<b>Total Payable (GST Inclusive)</b>	<b>\$</b>

Your booking is not confirmed until you have accepted the Terms and Conditions of hire.

Email this application to: bowlswhangarei@gmail.com

## Terms and Conditions of Hire

The following Terms and Conditions of Hire have been developed to ensure your event runs smoothly with minimal disruption. By making a payment to The Club you will be deemed to have accepted these Terms and Conditions of Hire. Please retain a copy of these Terms and Conditions of Hire for your reference ensuring that you are aware of the responsibilities of hire.

### General conditions of use

- a. All Hirers must be a legal entity. The Club reserves the right to ask for proof of legal entity. A legal entity is a registered group or individual who has capacity to:
  - i. enter into agreements or contracts
  - ii. assume obligations
  - iii. incur and pay debts
  - iv. sue and be sued in its own right
  - v. be accountable for illegal activities.
- b. The person who makes the booking (or the legal entity's representative as notified to The Club) is required to be present for the duration of the Hire Period.
- c. The capacity of the Venue must not be exceeded at any time. It is the Hirer's responsibility to understand the capacity and ensure it is not exceeded.
- d. The Venue is designed for general use. The Hirer must consider the suitability for their intended purpose when making a booking.
- e. No dogs are permitted inside the Venue, other than guide dogs for the visually impaired, registered companion animals or official animals of the NZ Police. All dogs outside the Venue must be on a leash and under control of the owner at all times.
- f. The Hirer must not allow any illegal activities to take place in or outside the Venue during the Hire Period. All statutory rules, regulation and bylaws in force shall be strictly observed by the hirer.
- g. The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, responsible for all children 10 years of age and under.
- h. Notwithstanding any other provision contained in this Agreement, The Club may refuse admission to any person or require any person attending the event to leave the venue at the sole discretion of any staff member of The Club.
- i. 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.

### Bookings

- a. Bookings are to be for a minimum of one hour.
- b. The Hirer must precisely state the type of activity and event to take place and use the Venue only for that purpose.
- c. The Hirer must use only the area in the Venue that has been booked and confirmed.
- d. If you need to change your booking within five days to your booked date you must contact The Club immediately. It may not be possible for The Club to accommodate all requested changes.
- e. Change of a booking day is considered as a cancellation of the booking as a whole.
- f. Cancellation rules apply to all amended bookings that result in a different time period, except for the extension of bookings.

- g. Set up and pack down time must be included in the Hire Period.
- h. The Hirer shall ensure that all persons have vacated the Venue by the end of the Hire Period.
- i. 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).

### Regular hire

- a. A Hirer who has 10 or more recurring confirmed bookings within each Financial Year, is a "Regular Hirer" for the purposes of this Agreement.
- b. As a Regular Hirer you are agreeing to hire between 1 April to 31 March of the Financial Year. Payments may be for the Financial Year, or you can elect to pay by instalments.
- c. To confirm bookings a Regular Hirer must accept these Terms and Conditions within seven days of receiving the booking schedule. These Conditions shall be deemed to be accepted if Regular Hirer does not contest the booking schedule within seven days from receipt of the booking schedule.
- d. The provision of credit to Regular Hirers under this agreement is limited only to liability for payment of moneys payable for the supply of services provided by The Club.
- e. Regular Hirers must rebook with The Club for new and continued use each Financial Year. Regular Hirers must submit their booking requests from the date announced by The Club each year for the following Financial Year. Any written application for recurring bookings received before that date will not be accepted.
- f. The Club cannot guarantee the renewal of existing Regular Hirer arrangements will be approved each year.
- g. Regular Hirers may be asked to relinquish one or more of their bookings if the relevant the Venue is needed for a multi-day event, elections or maintenance. In such cases, a minimum of three weeks notice will be provided to the Regular Hirer.
- h. One access key is allocated to Regular Hirers. There is a fee for a Regular Hirer who requires an additional access key.

### Casual hire

- a. A Hirer who has less than 10 confirmed bookings within The Club Financial Year, is a "Casual Hirer" for the purposes of this Agreement.
- b. To confirm a booking (or bookings), a Casual Hirer must, within four days of making the booking:
  - accept these Terms and Conditions of Hire; and
  - make full payment of the relevant Venue Hire Price (in accordance with the requirements below).
- c. If the payment is not made within four days after the booking is requested, the relevant booking will be automatically cancelled.
- d. By making a payment to The Club for Venue Hire you will be deemed to have accepted these Terms and Conditions of Hire.

## Payment

- a. All fees and charges quoted at the time of booking are current at that time and are subject to change. Such fees and charges to take effect on 1 April each year.
- b. All Venue Hire Prices quoted at the time of making a booking are GST inclusive. Any fees payable in relation to cancellation of hire exclude GST.
- c. Regular Hirers may be invoiced monthly if they are a credit approved customer, and payment is due as stated on the invoice.
- d. Casual Hirers are required to pay in full within four days of making their booking.
- e. The Hirer shall be liable for the payment of all amounts owing to The Club pursuant to this Agreement, whether or not the services 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) If payment is not made in 14 days, the outstanding amount will be a debt due to The Club and may be referred to a debt collection agency or other duly authorized agent of The Club for collection. In addition, The Club may at its discretion and without prejudice to its other remedies:
  - i. Suspend for such period and subject to such terms as The Club 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 or goods to the Hirer until the Hirer has discharged all outstanding indebtedness to The Club.

## Additional charges

- a. The Club reserves the right to invoice the Hirer for any additional charges resulting from Hirers use. In addition to the 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. Any theft of The Club property from the Venue during the Hire Period.
  - iii. Any extra cleaning, rubbish removal, repair or reinstatement of the Venue which The Club considers is required after the Event.
  - iv. Any costs, losses or expenses that The Club incurs due to any breach of the terms and conditions outlined in this Agreement.
  - v. Any unreturned key(s).
  - vi. Any emergency services call out or if a fire alarm is set off other than for an emergency, The Club reserves the right to impose an additional fee of up to \$1500 + GST and hold the Hirer liable for that amount.
  - vii. Whangarei District Council noise control units sent to the Venue during the Event.
  - viii. Any unauthorised overstay, which will be charged at double the hourly rate.
- b. The Club reserves the right to apply an additional charge for security and cleaning for an Event.
- c. The hirer will upon demand pay all of The Club's reasonable expenses, including debt collection fees and legal costs (on a solicitor/agent/client basis) in relation to the collection of all overdue moneys.

## Cancellation of hire

- a. In the event that the Hirer terminates the Agreement (including by notifying The Club that it wishes to cancel any booking), The Club will refund the Venue Hire Price as follows:
  - i. Cancellation notice received more than 30 days prior to the date of Event: Full refund less a penalty fee of the lesser of \$15 or 25% of the Venue Hire Price.
  - ii. Within 30 days prior to the Event – 50% of booking fee.
  - iii. Within 14 days prior to the Event – 25% of booking fee.
  - iv. Within seven days prior to the Event – no refund.
- b. If the Hirer cancels more than one booking, penalty fees apply to each cancelled booking.
- c. Any refund due will be made to the account from which online credit card payment of the Venue Hire Price was made. If the Venue Hire Price was not paid online by credit card, any refund due by The Club under this Agreement will only be paid on receipt of proof of a bank account for the Hirer.
- d. If payment of the Venue Hire price was not made by the main contact on the booking, proof of payment must be supplied.
- e. The Club may terminate any booking(s), any Event and/or this Agreement in its sole discretion if it considers:
  - i. the Event will, or might, contravene any statute, order, regulation, bylaw, rule of law or any other requirements of a public or local authority, or otherwise be in breach of this Agreement; or
  - ii. that the management or control of the Event is deficient.
- f. The Club reserves the right to cancel booking(s) where circumstances so warrant. These may include, but are not limited to, emergency situations and adverse environmental/weather conditions, the hire fee will be refunded.
- g. The Club 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:
  - i. If the Hirer fails to meet any obligation under the Agreement with The Club.
  - ii. 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.
  - iii. If a receiver is appointed in respect of the assets of the Hirer.
  - iv. If an arrangement with the Hirers creditors is made or is likely to be made.
  - v. If any information given on the booking form is found to be untrue.
- h. Upon cancellation of this Agreement under or (e) and (g) above the Venue Hire Price will not be refunded and all indebtedness of the Hirer to The Club hereunder shall become immediately due and payable.

## Cleaning, rubbish and lock-up

- a. The Hirer is responsible for ensuring that the Venue is left clean and ready for the next user. This includes wiping down benches, tables, stoves, and sinks; removing all decoration; vacuuming, mopping up spills and sweeping/static mopping of the floor.
- b. In the event that a Special Function Service fee has been charged, the Hirer is not responsible for:
  - Wiping down benches, stoves, and sinks.

- Vacuuming, sweeping, and mopping the floors.
- c. A Hirer who has paid for the Special Function Service is still required to:
  - i. clean tables and chairs and any other utensils used.
  - ii. return all tables and chairs to designated storage areas
  - iii. remove all decorations.
- d. The Hirer must remove all rubbish off site at the end of the Event and must leave the Venue and all equipment and furnishings in the Venue, including car parks and adjacent premises, in good, clean and tidy order. Additional charges will be incurred if rubbish is not removed off-site.
- e. A strict three-strike policy applies for cleaning and rubbish removal each Financial Year. A Hirer will receive a warning if it does not leave the hired space clean and ready for the next user. On the third occurrence warranting a warning, the Hirer will be removed from the Venue, any future bookings will be cancelled, and the Hirer will not be allowed to book the Venue for the remainder of the Financial Year.
- f. The Hirer must secure the Community Venue after the Hire Period, in particular:
  - i. Switch off all electrical appliances, lights, heat pumps and stoves.
  - ii. Ensure that all windows and doors are secure.
  - iii. Ensure that there are no unauthorised persons are left in the Venue.
  - iv. Ensure that the alarm is set and activated.
- g. If a key was issued, the Hirer must return the key to The Club by the next working day after their last date of the Hire Period.

## Insurance

- a. The Club does not undertake to arrange for or maintain any insurance cover, property, contents or otherwise, for the Venue or the Event for the benefit of the Hirer.
- b. The Hirer is responsible to arrange for and maintain any insurance cover they consider necessary and adequate. That includes any public liability insurance cover which is required for medium – to high-risk events to protect the Hirer against claims made by third parties for damage to people or assets.

## Alcohol

The Club operates a Club Licence under the Sale and Supply of Alcohol Act 2012. A Club Licence allows for the sale of alcohol on Club premises only to 'authorised customers'. It is not allowed for the sale of alcohol to the general public.

An authorised customer is:

- a member of the Club; or
- someone who is on the premises at the invitation of, and is with, a member of the Club; or
- a member of another Club that has reciprocal visiting rights; or
- a guest of a member of a Club that has reciprocal visiting rights.

A Club or organisation can apply to The Club for reciprocal visiting rights, which requires official ratification by the Board of The Club and the other body's administrative Board or Committee.

Should you wish that alcohol be served at your Event and are not an 'authorised customer', The Club has to apply for a Special Licence a minimum of 20 working days prior to the

Event date. The application for a Special Licence will incur the current application fee plus a minimum hourly charge.

A Regular Hirer may apply for multiple Events over the Financial year and incur the current application fees plus a minimum hourly charge.

The Club reserves the right to not accept or cancel any bookings with alcohol that are made within 20 working days.

It is The Club's responsibility that:

- It provides and actively promotes free water, low-alcohol drinks and non-alcoholic alternatives.
- No alcohol is to be brought into the Venue.
- No alcohol is taken away from the Venue.
- No alcohol will be consumed by minors.
- No alcohol will be consumed by intoxicated persons.

It is The Hirer's responsibility that:

- Sufficient and appropriate food is available for attendees unless an arrangement is made for The Club to supply the same.
- Suitable transport is arranged for those who have consumed alcohol during the Event.

Alcohol is only to be consumed within certain areas of the Venue depending on the nature of the Event (see map at the back of this Agreement) and no alcohol is to be consumed in the car park or outside the boundaries of the Venue.

## Liability

- a. The Hirer will indemnify The Club, its members and employees against all claims, demands, losses, damages, costs, and expenses arising from the Hirer's use of the Venue or any breach of this Agreement.
- b. The Club is not responsible for the loss of or damage to any of the Hirer's property in or around the Venue. Any equipment/property left in a Venue is at the Hirer's own risk.
- c. The Club does not warrant that the Venue is suitable for the Event.
- d. The Club is not liable for any loss or expense that the Hirer incurs if The Club is not able to make the Venue available to the Hirer as a result of fire, flood, earthquake, failure or other unavailability of any building services or other event beyond The Club's reasonable control.
- e. To the extent permitted by law and without limiting any of the Hirer's rights under the Consumer Guarantees Act 1993, The Club shall not be liable to the Hirer for any loss arising under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise. The maximum amount of The Club's liability under or in relation to this Agreement for any loss, damage, claim or expense is limited to an amount equal to the Venue Hire Price.
- f. It is the hirer's responsibility to ensure that the requirements of the Health and Safety at Work Act 2015, the Smoke-free Environments Act 1990, and the Sale and Supply of Alcohol Act 2012 as they apply to the Hirer's intended use of the Venue are met.

## Health and Safety

- a. The Hirer must ensure that access and egress for residents, or emergency vehicles are available at all times and that the public is not duly inconvenienced by the Event. This includes public and private access ways that must be kept clear at all times.

- b. It is the Hirer's responsibility to make themselves familiar with the evacuation procedure in case of fire at the Venue, and to ensure that all emergency exits are clear and free of any obstacles – including tables and chairs when leaving the venue.
- c. In case of fire at the Venue, the Hirer must ensure the evacuation procedure is followed immediately and fire emergency response is notified.
- 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 and to The Club.
- f. The hirer is responsible for ensuring that the general public does not have access to the Venue, including the toilets, during the Hire Period.

### Noise, neighbours and music

- a. In organising and staging the Event, please consider the interests of the Venue's neighbours.
- b. Noise levels must be kept to an acceptable level at all times. Failure to reduce noise levels at the request of a Council official or the police will result in the Event being stopped.
- c. A strict three-strike policy applies in respect of noise levels for each Financial Year. A Hirer will receive a warning if its noise levels are higher than the above limits (in (b) above). On the third breach of noise levels, the Hirer will be removed from the Venue, the Event and future bookings will be cancelled, and the Hirer will not be allowed to book the Venue for the remainder of the Financial Year.
- d. If commercial recorded music is used in a Community Venue, it is the responsibility of the Hirer to comply with all copyright requirements.
- e. All music or amplified sound must cease 10 minutes before the booked finish time or as stipulated by The Club.

### Parking

The Hirer shall ensure that no vehicle obstructs access to and from the car park or neighbour's access to and from Second Avenue.

### Sporting activities

The Club have a pool and darts facilities inside the venue for the enjoyment of attendees.

Children 10 years of age and under are not permitted to play darts and children under 15 years of age must be under the supervision of a parent or designated caregiver, who is at least 18 years of age to play darts.

The pool table and components must be treated with respect and any damage to these will be invoiced to the Hirer.

The bottom green area is for children to play on. Very young children must be supervised by an older sibling or designated carer.

Social bowls is available for some Events. Lawn bowls is a sport that is not immune to dangers. Children under 10 years of age must be under the supervision of a parent or designated caregiver, who is at least 18 years of age.

Attendees must take care not to damage the playing surface. Sneakers, jandals or barefeet are recommended (no deep gripped sole footwear is permitted). Bowls are supplied and must be returned to the bowls room after the game.

### Furniture and equipment

- a. Hirers are responsible for setting up, cleaning and packing away any furniture and equipment used during their Hire Period. All furniture must be returned to designated storage area, ensuring that all fire exits are left clear at all times.
- b. Tables and chairs are provided but a specific number is not guaranteed. If the Hirer requires additional furniture and equipment to what is available, then it is the Hirer's responsibility to organise.
- c. It is the Hirer's responsibility to ensure that all furniture brought in externally for an Event, is removed by the end of the Hire Period.
- d. The hirer must not remove or permit the removal of any furniture, equipment or other contents from a Venue without the permission of The Club.
- e. The Club reserves the right to remove and if not claimed, dispose of any equipment or furniture left in a Venue after the Hire Period.
- f. The Club does not take responsibility for the loss or damage to any equipment, furniture or personal item(s) left in the Venue.
- g. Furniture and equipment must be carried, not dragged on the floor.
- h. All electrical equipment brought in by Hirers must display the current tag that identifies it has been tested and tagged by a qualified technician.

### Miscellaneous

- a. The Hirer must take proper care of the Venue and ensure that no damage occurs.
- b. The Hirer must not use nails, tacks, screws, pins or any other instrument that will cause damage to the wall surfaces, furnishings, floors and ceiling surfaces. 3M tape is permitted to hang decorations from the walls.
- c. The Hirer must not use any of the facilities, equipment, fixtures, fittings, heating, or ventilation systems other than for the Event and that equipment's intended purpose.
- d. No substance shall be deposited in toilets, sinks or drains that will cause blockage or damage.
- e. Lighting with a naked flame is not permitted inside the Venue. Ballroom powder, confetti or glitter and smoke machines are not permitted in the Venue.
- e. Kitchen and barbecue facilities must not be used to prepare food for sale. The Hirer may prepare and supply food for their Event or have a caterer to do the same. Kitchen and barbecue facilities are to left in a clean tidy state and all The Club's dishes, cups, plates and utensils used in the Event are to washed, dried and stored by the end of the Event. All food not consumed, along with all dishes and utensils brought into the Venue have to be removed by the end of the Event.
- h. Inside the Venue is Smoke Free.
- i. Any damage to the building, artwork, exhibit, furniture fitting, fixture or chattel within the Venue must be reported immediately to The Club.
- j. It is the responsibility of the Hirer to make sure all interested parties (decorators, caterers etc.) are made aware of the terms and conditions.

## Whangārei Bowling Club Incorporated

2 Second Avenue, Whangārei 0110

### KEY

Licenced Area 

Alcohol Free Area 

Alcohol Free Area 

Private/Staff Access 

Toilets 



### In this Agreement, unless the context otherwise requires...

**Agreement** means the agreement between The Club and the Hirer in regard to the Event and Venue and includes these General Terms and Conditions, the Application Form and any confirmation letters/emails from The Club.

**Venue** means The Club owned venue and its facilities identified in the Application Form that forms part of this Agreement.

**Event** means the purpose for which the Venue is hired as described in the Application Form that forms part of this Agreement.

**Venue Hire Price** is the fee charged for use of the Venue specified in the (confirmation email or letter received from The Club in relation to the Hirer's booking).

**Financial Year** means 1 April to 31 March (inclusive).

**Hirer** means the person(s) or legal entity named as Hirer in the Application Form that forms part of this in this Agreement and includes a "Casual Hirer" and a "Regular Hirer" as defined in the Terms and Conditions of this Agreement.

**Hire Period** is the agreed time for which the Venue is hired for and includes the induction to the Venue and the cleaning time after the Event.

**Special License Fee** is the mandatory fee charged for a booking that Bar Facilities are requested by the Hirer.