

West End Bowling Club



VENUE HIRE APPLICATION FORM

Please take this application and fill in accordingly for any function or event to be hosted at the West End Bowling Club Facilities. Please return this form to the office (through door slot if club manager is unavailable) or via email

office@westendbowlingclub.co.nz

and a quote will be provided within 5 business days.

WEST END BOWLING CLUB VENUE HIRE AGREEMENT

Please provide details below and return application to WEBC. A quote will be provided to the hirer within 5 business days to accept/decline. The quote is valid for 5 business days during which time the date is held tentatively for the hirer. After this time if the hirer has not conveyed acceptance the date is then released for hire to other parties. If accepted your application will then be submitted at the next meeting of the WEBC executive committee for final approval. If not approved by committee the hirer will be notified accordingly. A 10% on-refundable deposit is required to confirm hireage of the venue.

Hirers Name (Organisation)	
Contact Name (Individual)	
Address	
Phone	
Email	
Signature	

Event/Activity Details	
Hire Period (Dates/Times of each Event/Activity Include Pack-in and pack- out and clean- up times)	
Approximate numbers	
Venue <ul style="list-style-type: none"> - Main Hall (150pax seated) - Dining Room (80pax seated) - Greens (Subject to conditions) - Full venue 	
Tables and chairs required	
AV set up (to be provided by hirer)	
Security required (security must liaise with Duty Manger on arrival)	

Bar Required <ul style="list-style-type: none"> - Front Bar - Back Bar - Both 	
Dry Till Required	
Bar staff Required	

Kitchen Required	
Full use	
Prep and service only (include details)	
Catering numbers	
Kitchen Hire period (pack-in and clean up time included)	
Hired caterers (include details)	

As the Hirer or the person authorised by the Hirer to enter into this Agreement, I declare that:

I have read and agree to hire the Venue on the Terms and Conditions of Hire set out in this Agreement. I further declare that I am aged 18 or over:

Name of authorised signatory

Signature

Date

This booking is received by and on behalf of the West End Bowling Club on the Terms and Conditions of Hire set out in this Agreement:

Name.....

Position

Signature

Date

<i>Office use only</i>	
Booking ID	
Committee date for approval	
Quote Amount	
Deposit Amount	
Bond Amount	

West End (NP) Bowling Club

101 Cutfield Road

New Plymouth

Email: office@westendbowlingclub.co.nz

Phone (06) 758 0089. Fax (06) 758 0089



TERMS & CONDITIONS OF HIRE

These Terms and Conditions of Hire (including the Special Terms, if any, specified in the Schedule) shall apply to the Hirer and all employees, agents, contractors and members, of the Hirer and the Hirer is responsible for ensuring that all such persons, and the Hirer's invitees (as applicable) comply with the Terms and Conditions of Hire.

I/We (the hirers) hereby agree to hire the West End Bowling Club facilities on the date and hours stipulated on 'Venue Hire Agreement' form attached, and will abide within the following conditions;

Matters affecting the use of Venue

- The Hirer must use the Venue only for the purposes of the Event/Activity and may not sublet the Venue under any circumstances.
- The WEBC reserves the right to accept/decline any event request based on suitability and purpose of venue
- The Hirer must not enter the Venue before the commencement of the Hire Period and must have completed all packing up and cleaning/tidying/rubbish removal, etc, and have vacated the Venue by the end of the Hire Period for the Event/Activity.

Payment of Hire Fee/confirmation of booking

- The Hirer must, no later than (20) working days prior to the start date for the Event/Activity, submit 1 (one) signed copy of the Venue Hire Agreement for licencing purposes
- Where the hire is for a club member who does not require a Special licence (or) the hirer does not require a Bar the notice period is at the discretion of the WEBC Executive Committee.
- Once application is received a quote will be provided within 5 business days
- The hirer has 5 business days to accept the quote
- This request is then taken to the next meeting of the WEBC executive committee for approval
- The booking will not be confirmed until all of these items have been received by the WEBC and the Agreement has been signed by both parties
- All Hireage Charges are to be paid before the closure of the function. A receipt will be issued at this time.

- The WEBC may determine, at its absolute discretion, that a refundable bond for the sum set out in the quote is required. If so, deductions will be made from the bond if the WEBC, acting reasonably, determines that:
 - 1) the Venue and/or any of the WEBC property in the Venue is destroyed or damaged/is required to be reinstated
 - 2) cleaning/tidying/rubbish removal is required to be carried out by the WEBC other than what is arranged under the terms of hire.
 - 3) the Hire Period is exceeded
 - 4) there is loss to, or costs incurred by, the WEBC as a result of any other breach of this Agreement.
 - Provided that the WEBC is satisfied with the condition of the Venue at the termination of the Hire Period, the Bond will be refunded in full within 10 working days.
 - In the event that the Bond is insufficient to compensate the WEBC for any costs/losses incurred, the Hirer shall pay the WEBC the shortfall on demand.

Hirer's General Obligations

- The Hirer will:
 - a) be responsible for any damage caused to the Venue;
 - b) be responsible for all security at the Venue;
 - c) keep all noise to reasonable levels;
 - d) ensure there is no unruly behaviour. The WEBC reserves the right to enforce its 'Host Responsibility' policy and take the necessary action to ensure safety of staff, premises and guests;
 - e) ensure that the maximum number of persons specified for the Venue is not exceeded;
 - f) not make any alterations of any kind to the Venue without the prior written consent of the WEBC;
 - g) be solely responsible for all property and equipment brought to the Venue by the Hirer, and the Hirer's employees, agents, contractors, members, guests and/or Invitees;
 - h) maintain a no smoking policy in the designated non-Smoking areas of the Venue;
 - i) unless permitted under the Special Terms, not allow the use of confetti or other similar materials at the Venue;
 - j) with the exception of a "Disability Assist Dog" (as defined in section 75 of the Dog Control Act 1996) or unless otherwise provided in the Special Terms, not bring animals into the Venue;
 - k) not do anything that compromises any insurance cover;
 - l) unless permitted under the Special Terms, not permit the use of smoke machines, fireworks or candles, or allow any articles that are determined by the WEBC, at its absolute discretion, to be objectionable or dangerous to be brought in to the Venue;
 - m) not affix decorations or notices to the walls of the Venue in any way using adhesive tapes, blue tack, glue, drawing pins or nails without express permission of the WEBC. The Hirer may, however, display notices, etc on any notice board

provided in the hall for that purpose;

n) permit the WEBC representative(s) to be present at the Venue at all reasonable times and comply with all reasonable requests and/or directions given by them in relation to any aspect of the use of the Venue;

o) not permit any disorderly conduct in or around the Venue or allow anything to be done by those attending the Event/Activity, which is or may become a nuisance or source of damage or annoyance to any persons at, or in proximity to the Venue.

- The WEBC reserves the right, at its or its representative(s) absolute discretion, to require any person attending the Event/Activity to leave the Venue if that person:
 - p) is affected by drugs or alcohol
 - q) is behaving in an indecent or disorderly manner, or in a manner that is offensive to the WEBC representative(s) or any other person
 - r) is a risk to the safety of others and/or the safety of the Venue and any property within the Venue
 - s) fails to comply with a lawful request of any of the WEBC representative(s);
 - t) obtain and comply with all permissions, licences and/or consents required for the holding of the Event/Activity;
 - u) comply with all Acts, regulations, bylaws and/or rules relevant to the Event/Activity;
 - v) ensure that the Venue is returned to its original condition (i.e. clean and tidy) after each Event/Activity unless cleaning is a specified request in the hire agreement. This includes the kitchen as well as hire spaces. Cleanliness must be to the required standard of the WEBC representative(s) or a cleaning fee may be charged.
 - w) immediately report any damage observed to the interior and/or exterior of the venue (e.g. vandalism, graffiti, burst pipes, etc) to the WEBC.

Food and drink

- Unless restricted under the Special Terms, the Hirer may engage catering contractors or may self-cater the Event.
- If the Hirer is permitted to engage catering contractors, the Hirer must ensure that it's caterers have a current food registration under the Health (Registration of Premises) Regulations 1966 (or any enactment that amends or replaces such provisions).
- If the Hirer is self-catering full details of what is required of the commercial Kitchen must be included in the application and the hirer is expected to liaise with WEBC in relation to shared use of the kitchen.
- Any kitchen equipment of WEBC used without prior permission will incur a hire fee as per WEBC hire costs. Any damages or theft of equipment will be liable for replacement costs in accordance with WEBC terms and conditions.
- The Hirer is prohibited from selling and supplying alcohol at the Venue under the Sale of Liquor Act 1989 (or any Act which amends or replaces that Act), including through its catering contractors. The WEBC Bar Manager reserves the right to close the bar and shut down the event should this be discovered.

- Any 'Dry Till' shall be paid for before leaving the premises (Credit Card facility is not available). Payment can be made by cash or eftpos. A receipt for payment will be issued.
- A Special Licence is required for any non-member function in which there is sale or supply of alcohol. 20 business days are required notice for said licence and this will be applied for by the WEBC on behalf of the hirer.
- The number of bar staff required is at the discretion of WEBC. Bar staff are required for the function hours and 1 hour either side for clean-up and pack down.

Safety, Fire and Emergency procedures

- Final Numbers must be provided to WEBC by the hirer within 5 Business days of the event
- The Hirer shall take all reasonable steps to ensure that all safety precautions, as required by law, are taken to minimise and/or eliminate injury to persons attending the Event/Activity.
- The Hirer will ensure that emergency services shall at all times have the right of entry to, and exit from, the Venue and comply with any directions that may be given by emergency personnel (e.g. fire and ambulance officers, etc).
- Every Hirer is required to be familiar, and comply with the Fire Action and Emergency Earthquake Emergency procedures as advised by the WEBC representative(s).
- The Hirer is responsible for:
 - a) ensuring a cell phone is available at the Venue for emergency purposes
 - b) contacting any required emergency services
 - c) administering basic first aid for minor incidents.
 - d) The Hirer shall appoint a fire warden whose key responsibilities are to ensure that all fire exits are kept clear of obstructions at all times and in the event that a fire alarm sounds, all people are evacuated from the Venue
 - e) Unless the WEBC is notified otherwise, the person who signs this Agreement will be the Hirer's nominated fire warden.
 - f) Where there are more than 100 persons attending the Event/Activity, the Hirer must appoint additional fire wardens (i.e. 1 warden for up to 100 persons, 2 wardens for 101 - 200 persons, etc).
 - g) In the event of a fire the fire warden(s) shall:
 1. set off the nearest fire alarm call point
 2. instruct all persons attending the Event/Activity to leave the building by the nearest exit and proceed to the assembly area outside the Venue
 3. ensure that all persons who need special assistance receive help to leave the Venue
 4. phone "111" from a safe location, ask for the Fire Service, and provide the address of the Venue
 5. call the WEBC representative to inform them that the fire alarm has been activated
 6. remain outside the building and liaise with the Fire Service upon arrival and advise of any areas that have not been checked
 7. ensure that no persons re-enter the Venue until the "all - clear" is given by the Fire Service.

Fire Alarms

- In the event of a false alarm, whether due to a smoke detector being activated or a misuse of the fire alarm, the Hirer will be required to pay the full costs of the fire brigade call-out and the resetting of the alarm system.

Parking

- Unless otherwise provided in the Special Terms, parking for all vehicles is strictly restricted to the designated car parks (if any) or roadside parking.
- No vehicle access is permitted beyond any designated car parks and vehicles illegally parked will be towed away.
- The Hirer shall at all times ensure that all entrances to and exits from the Venue's car parks are kept clear and unobstructed.

Variation/ Cancellation of Event/Activity

- If the Hirer wishes to vary the Hire Period it must request the WEBC's approval. Any variation will be subject to the WEBC's consent in writing. The WEBC cannot guarantee that any variations will be approved. Cancellations must be made in writing.
- If the Venue booking is cancelled by the Hirer within 14 days of the Event/Activity, the WEBC reserves the right to retain the Hire Fee in full. If the Hirer cancels the Event/Activity less than 48 hours prior to the Event/Activity start date the WEBC reserves the right to charge an additional late cancellation charge.
- The WEBC may by prior written notice (where reasonably practicable) vary the Activity/Event dates and/or times or cancel the Event/Activity for the following reasons:
 1. urgent works
 2. any other purpose which the WEBC, acting reasonably, may determine.
- If the WEBC varies or cancels the date and/or time of the Event/Activity for the reasons set out above it shall use its reasonable endeavours, to provide the Hirer with an alternative date/time and/or Venue. Where an alternative date/time and/or Venue cannot be agreed upon the WEBC shall refund the Hire Fee and Bond (as applicable) paid by the Hirer

Insurance

- The Hirer accepts the WEBC's offer of public liability insurance and agree to abide by any and all conditions of said policy
- The hirer agrees to cover any cost of excess should a claim be made on WEBC insurance policies for any reason in relation to the Event/activity as set out in this agreement

Consequences of Breach by Hirer

- Any breach of the Terms and Conditions of Hire may result in:

- a) forfeit of part or all of the Bond (if payable)
- b) termination of the Event/Activity
- c) refusal to accept future bookings
- d) extra charges being incurred.
- The Hirer shall be liable for all losses or costs incurred by the WEBC as a result of the breach of any of the Terms and Conditions and shall reimburse the WEBC on demand.

West End Bowling Club's (WEBC) Liability

- To the extent permitted by law the WEBC shall not be liable for any loss or expense whatsoever incurred by the Hirer or any third party in relation to this Agreement and /or the hire of the Venue.

Hire at the WEBC's discretion

- The WEBC may, at its absolute discretion, refuse an application for hire.

NB: 1. Additional Special Terms may apply dependent on the particular circumstances of the Event/Activity

SCHEDULE SPECIAL TERMS