

## GirlGuiding New Zealand Facilities Terms and Conditions of Hire

### Special Conditions of use:

1. All hirers of GirlGuiding New Zealand Facilities are required to ensure they meet the requirements of the Covid-19 Protection Framework, based on the applicable level at the time of hiring: <https://covid19.govt.nz/traffic-lights/covid-19-protection-framework/>
2. GirlGuiding New Zealand will provide advice to support hirers to meet the requirements, but the responsibility to meet these sits solely with the Hirer.
3. GirlGuiding New Zealand reserves the right to amend these terms and conditions at any time without notice, to ensure health and safety requirements and/or the requirements under the Covid-19 Protection Framework are met.
4. The Hirer (or their representative as notified to GirlGuiding New Zealand) is required to be at least 18 years of age, be present for the duration of the event, and have the authority to accept this agreement.
5. Smoking, vaping, or the use of e-cigarettes is not permitted anywhere onsite at the GirlGuiding New Zealand Facilities.
6. The capacity of the facility must not be exceeded at any time, including any maximum capacity specified under the Covid-19 Protection Framework. It is the Hirer's responsibility to understand the capacity and ensure it is not exceeded.
7. The Hirer must not allow any illegal activities to take place in or outside the building during the Hire.
8. All statutory rules, regulations and bylaws in force shall be strictly observed by the Hirer, including all requirements under the Covid-19 Protection Framework. It is the responsibility of the Hirer to ensure the health and safety of all persons attending their event.
9. It is the responsibility of the Hirer to inspect the facility at the commencement of the hire period to ensure its condition is safe and fit for the purpose of the hire. Any hazards should be reported immediately to the relevant emergency response and to GirlGuiding New Zealand contact as per Hire Agreement.
10. The Hirer must not remove or permit the removal of any furniture, equipment, or other contents from the facility without the permission of GirlGuiding New Zealand.
11. It is the Hirer's responsibility to ensure that the requirements of the COVID-19 Public Health Response Act 2020, the Health and Safety at Work Act 2015, the Smokefree Environments and Regulated Products Act 1990 and the Sale and Supply of Alcohol Act 2012 (and any subsequent amendments to these Acts) including other legislative, statutory, and regulatory requirements, as they apply to the Hirer's intended use of the facility are met.
12. No animals are permitted at a Girl Guide facility, other than guide dogs for the visually impaired, service animals, registered companion animals or official animals of the NZ Police.
13. It is the Hirer's responsibility to contact the Police immediately if there are any safety concerns from a person(s) disorderly behaviour.
14. The Hirer must ensure that the respective noise levels are not exceeded during the Event.
15. The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, accompanies all children.
16. All persons signing this Agreement (whether as a director or other authorised signatory) shall be bound personally to abide by all the terms and conditions contained in this Agreement and to fulfil all of the Hirer's obligations under this agreement as a principal debtor.
17. It is the responsibility of the Hirer to ensure the venue has been left clean and tidy at the end of the booking time. Floors must be swept, carpets vacuumed, dishes washed, dried, and put away, bathrooms are clean, etc.
18. All rubbish and food is to be taken away at the end of your hire.
19. It is the responsibility of the Hirer to ensure that touch surfaces and equipment are cleaned with disinfectant spray or similar at the beginning, and at the end of each booking.
20. Unless otherwise stated there is no car parking provided or included in the hire of the facility.
21. Any decorations that are erected for the booking must be attached by means that do not damage the facility, wall, floor or ceiling surfaces and fittings. Staple Guns, nails, tacks or strong glues must not be used. All decorations must be removed at the end of the function. Any existing decorations, fixtures and fittings must not be touched.
22. Furniture and equipment must be carried not dragged on the floor and returned to their allocated areas after use.
23. All electrical equipment brought in by Hirers must display the current tag that identifies that it has been tested and tagged by a qualified electrician. Any electrical equipment found in a GirlGuiding NZ facility that is not tagged, will be removed.
24. A \$15 per week administration fee will be charged on overdue payments.
25. The Hirer must not allow or make copies of keys.
26. Any property of the Hirer not removed from the facility at the end of the hire will be disposed of at the expense of the Hirer.
27. The Hirer will not disclose to any other person any details provided for security alarms or access codes.
28. The Hirer will follow any applicable guidelines under the Covid-19 Protection Framework regarding entering and vacating the facilities.
29. The Hirer will ensure that the facility is vacated at the time stipulated in the booking.

## General Conditions of Use

### Bookings

- a. The Hirer must precisely state the type of activity to take place and use the property only for that purpose.
- b. The Hirer must use only the area in the property that has been booked and confirmed.
- c. Any changes to the booking such as times, contacts or address must be communicated to GirlGuiding New Zealand.
- d. An amendment made to a confirmed booking will be charged a \$15 administration fee, except booking extensions.
- e. Set up and pack down time must be included in the Hire Period.
- f. The Hirer shall ensure that all persons have vacated the property by the end of the Hire Period.
- g. The Hirer must adhere strictly to the confirmed hiring hours. Failure to do so will incur additional charges and possible cancellation of any future booking(s).
- h. The building vacated by 12 midnight.

### Regular hire

- a. A Hirer who has 10 or more recurring confirmed bookings within GirlGuiding New Zealand's financial year is a Regular Hirer for the purposes of this Agreement.
- b. Regular Hirers must apply to GirlGuiding New Zealand for new and continued use each calendar year.
- c. Regular Hirers are required to return the signed Agreement to confirm their bookings.
- d. GirlGuiding New Zealand cannot guarantee the renewal of existing Regular Hirer arrangements will be approved each year.
- e. An amendment to a confirmed Regular Hirers booking will be confirmed in writing (this includes email) and must adhere to the original signed Agreement.
- f. Regular Hirers may be asked to relinquish their booking for a multi-day event, elections, maintenance or as required by GirlGuiding NZ. In such cases a minimum of four weeks' notice will be provided to the Regular Hirer.
- g. Where there is no lockbox for keys, one access key is allocated to Regular Hirers. There is a fee for a Regular Hirer who requires additional access keys.

### Payment

- a. All fees quoted are GST inclusive.
- b. Regular Hirers are invoiced monthly.
- c. Payment is due as stated on the tax invoice.
- d. The Hirer shall be liable for the payment of all indebtedness incurred by the Hirer pursuant to this agreement.
- e. If payment is overdue for a period of 14 days or more, the debt may be referred to a debt collection agency or other duly authorised agent of GirlGuiding New Zealand for collection.
- f. GirlGuiding New Zealand reserves the right to invoice the Hirer for any additional charges resulting from Hirers use.
- g. GirlGuiding New Zealand reserves the right to apply an additional charge for security and/or cleaning for an Event.
- h. The Hirer will upon demand pay all of GirlGuiding New Zealand's reasonable expenses, in the collection of all overdue moneys.

### Additional charges

- In addition, the Hirer may be charged for:
- Any damage to the property caused during the Hire Period or through any other breach of the Terms and Conditions in this Agreement

- Any theft of GirlGuiding New Zealand property from the property during the Hire Period
- Any extra cleaning, rubbish removal, repair, or reinstatement of the property which GirlGuiding New Zealand considers is required after the hire
- Any costs, losses, or expenses that GirlGuiding New Zealand incurs due to any breach of the terms and conditions outlined in this Agreement
- Any unreturned key(s) or keys not returned within 48 hrs
- Replacement locks due to unreturned keys or reproduction or keys
- If a fire alarm is set off by any prohibited activities, GirlGuiding New Zealand reserves the right to impose an additional fire service fee of up to \$1500+GST and the Hirer shall be held liable for the full amount.
- Any emergency services call out or fire alarm activation for a non-emergency situation
- Any security alarm activation or callout
- Failure to conclude the facility hire by the agreed time
- Failure to secure the building after your hire

### Liability

- a. The Hirer will indemnify GirlGuiding New Zealand, its volunteers and staff against all claims, demands, losses, damages, costs and expenses arising from the Hirer's use of the property or any breach of this Agreement.
- b. GirlGuiding New Zealand is not responsible for loss or damage to any of the Hirer's property.
- c. GirlGuiding New Zealand does not warrant that the property is suitable for the Hirers Event.

### Insurance

- a. GirlGuiding New Zealand does not undertake to arrange for or maintain any insurance cover, property, contents or otherwise, for the property and the Event for the benefit of the Hirer.

### Alcohol

- a. The Hirer will seek approval from GirlGuiding New Zealand as to whether alcohol is permitted at the GirlGuiding New Zealand Facility
- b. The Hirer will comply with all liquor and alcohol rules, bylaws, regulations, and legislation
- c. If the Hirer is required to obtain a liquor license from the local authority, this License must be sighted by GirlGuiding New Zealand prior to provision of property keys.

### Health and Safety

- a. The Hirer must ensure that access and egress for residents, businesses or emergency vehicles are always available. This includes public and private access ways that should be kept clear at all times.
- b. It is the Hirer's responsibility to make themselves and their attendees, familiar with the evacuation procedures, hazard register and other health and safety notices at the property.
- c. In case of fire at a property, the Hirer must ensure the evacuation procedure is followed immediately and fire emergency response is notified.
- d. The Hirer is responsible to assign and instruct a fire warden for their Event.
- e. The assigned fire warden must ensure that all emergency exits are checked twice prior to the Event and at least once during the Event. This includes ensuring there is no interference with smoke detectors, fire extinguishers, fire alarms and emergency exits.
- f. 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 also to GirlGuiding NZ.

- g. It is the responsibility of the Hirer to provide their own first aid supplies.
- h. It is the responsibility of the Hirer to provide a cell phone for emergency purposes.
- i. The Hirer must ensure that all heating, water boiling unit, gas, ovens, all lights and any other items as instructed are switched off after use.

**Cancellation of hire**

- a. If the Hirer terminates the Agreement in writing, GirlGuiding New Zealand will refund the hire fee as follows:
  - For cancellation notice received up to one week prior to the date of hire; a-refund will be provided less a \$30 administration fee.
  - For cancellation notice received less than one week prior to the date of hire; no refund will be provided.
- b. GirlGuiding New Zealand may terminate booking(s) if it considers the Event will, or might, contravene any statute, order, regulation, bylaw, rule of law or any other requirements of a public or local authority, including those specified in the Covid-19 Protection Framework. GirlGuiding New Zealand reserves the right to cancel a booking(s) where circumstances so warrant. These may include, but are not limited to, emergency situations and adverse environmental/weather conditions; in these cases, the hire fee will be refunded.

- c. To the extent permitted by law, GirlGuiding New Zealand shall not be liable to the Hirer for any loss arising under or in connection with this Agreement, whether in contract, tort or otherwise.
- d. 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.
- e. GirlGuiding New Zealand 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:
  - If the Hirer fails to meet any obligation under this Agreement with GirlGuiding New Zealand.
  - 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.
  - If a receiver is appointed in respect of the assets of the Hirer.
  - If an arrangement with the Hirers creditors is made or is likely to be made.
- f. Upon cancellation of this Agreement, all indebtedness of the hirer to GirlGuiding New Zealand hereunder shall become immediately due and payable.