The Waikato Cathedral Church of St Peter

Te whare karakia matua o Pita Tapu ki Waikato

FACILITY HIRE AGREEMENT
TERMS AND CONDITIONS OF HIRE

The following conditions apply when hiring the Waikato Cathedral Church of St Peter's (St Peter's) facilities:

General conditions of use

a) All statutory rules, regulations and bylaws in force shall be strictly observed by the hirer.
b) St Peter's may, at its discretion, refuse any application to hire the facility and reserves the right to cancel any booking(s) at any time.
c) Hirers may be asked to relinquish one or more of their bookings if the venue is needed for an event, maintenance or to allow for better use of all rooms within the facility. In such cases notice will be provided to the hirer.
d) It is the responsibility of the hirer to ensure the health and safety of all persons attending their event, and that the requirements of the Health & Safety in Employment Act 2015 are met.
e) The stated capacity of the hired space must not be exceeded at any time. It is the hirer's responsibility to understand the capacity and ensure it is not exceeded. To do so contravenes fire regulations. Cathedral – 290, Hall – 100 seated.
f) It is the responsibility of the hirer to inspect the venue prior to the commencement of the hire period to ensure fit for purpose.
g) The hirer must not allow any illegal activities to take place in or outside the facility during the hire period.
h) The hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, accompanies all children under 18 years of age, at all times.
i) The person who makes the booking (or a representative as notified to St Peter's) is required to be present for the duration of the hire.
j) No form of decoration is to be painted or drawn on the walls or any part of the facility or grounds. No decoration is to be affixed to the walls by the use of adhesive tape, nails, drawing pins or staples.
k) Noise levels must be kept to an acceptable level at all times.
l) The consumption of alcohol is strictly prohibited in the facility or within the grounds, unless prior permission has been granted. Smoking or vaping is not permitted in the facility or within the grounds. Any hirers seen to be in breach of this will have their agreement terminated immediately.
m) The Waikato Cathedral of St Peter is a sacred site and place of peace and prayer. Accordingly, respectful behaviour is expected. Abuse in any form (verbal or physical) is not accepted and may lead to the termination of your agreement/contract.

Bookings

a) Booking requests must be emailed to the church office admin@stpeter.org.nz or handed in to the office on the appropriate hire agreement form.
b) No booking is secured until the Facility Hire Agreement is signed.
c) Bookings are to be in increments of one hour only (no 15 minute or half hour durations).
d) Set up and pack up time must be within the hire period booked and being paid for. Please allow time for set up and clean up of the room(s) within your allotted time. Do not arrive earlier than the booked time. 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).
e) The hirer must ensure that all persons have vacated the facility by the end of the hire period.
f) The hirer must precisely state the type of activity to take place and only use the facility for that purpose.
g) The hirer must only use the room that has been booked and confirmed. Use may be made of the tables and chairs as required. All equipment must be returned to their original locations.
h) St Peter's reserves the right to have staff present at any time.
i) Prepayment is required before hire commences.
j) Regular hirers agree to hire for a specified period between January and December. Payments may be on invoice, at the discretion of St Peter's. Until a business relationship is established, you may be asked to prepay. Any move to monthly invoicing is strictly at the discretion of St Peter's.

k) St Peter's cannot guarantee the annual renewal of existing regular hirer arrangements.
l) One access key may be allocated to regular hirers. This key must remain with the allocated keyholder. A fee will be charged for lost keys, at the current cost rate. One key only will be allocated per group.
m) By signing the Facility Hire Agreement you will be deemed to have accepted these Terms and Conditions of Hire and agree to make payment.

Bond

a) A bond is required for one-off bookings. The cost will depend on the room(s) booked and the equipment used. The purpose of the bond is to cover the costs of any damage or loss caused during the period of use.
b) The bond, or part thereof, may be forfeited at the discretion of the Vestry in the event of damage, or the hall being left in an unclean state, or any breach of conditions of hire.
c) The bond shall be returned if all the conditions of hire are met during the period of hire. Please contact the Parish Administrator for refund of bond after hireage.

Cancellation or Amendment of Hire

a) Any change to original confirmation, be it cancellation or amendment, requires three days' notice to avoid room rate charges.
b) Cancellation/amendments should be notified in writing (via email) in the first instance. Where no email is available, phone the Office during office hours to speak to the Parish Administrator. Phone voice messages for cancellation/amendment will not be accepted.
c) Where notice has not been received, no refund will be made.

Cleaning, Damage and Rubbish

a) It is a condition of hire that the facility and grounds will be left in a clean and tidy condition with all rubbish picked up and removed. The hirer must provide their own rubbish bags and all rubbish must be taken with them.
b) Any tables must be wiped after use and all equipment must be returned to the correct areas. Oven, fridge and microwave must be left in a clean condition. The hirer must provide their own cleaning products and ensure the kitchen and toilet are left clean.
c) The hirer must exercise proper care when using the facility and will pay for any damage to the facility, any other church property or equipment, caused by the hirer or any person using the facility during the period of hire or resulting from any breach of these conditions of hire.
d) The hirer will immediately report any faults/damage to one of the emergency contacts listed in the Agreement.

Emergency

a) The hirer shall take all responsibility for the evacuation of the building in the event of an emergency and is to act in accordance with the displayed evacuation procedures. The hirer is also responsible for providing their own first aid kits.
b) The hirer shall familiarise themselves with the attached site Emergency Evacuation Procedures for earthquake and fire.

False or Inaccurate Information

a) Should any false or inaccurate details on the Facility Hire Agreement be identified after the approval of the agreement, St Peter's reserves the right to withdraw the application.

Hire Charges

a) The hire charge, plus bond if required, is payable in advance. Payment must be made via internet banking or Eftpos by the due date on the invoice. No cash will be accepted.
b) All fees and charges quoted are subject to change until confirmed with an invoice. All fees quoted are GST inclusive.
c) St Peter's reserves the right to charge interest at 2.5% per month and to charge a late payment penalty of 10% on any overdue accounts. If the account is not paid within 30 days of the due date, you will be liable for all debt collection costs incurred in the recovery of the unpaid account.
d) The hirer agrees to indemnify The Waikato Cathedral Church of St Peter against all costs, legal fees or otherwise, incurred by The Waikato Cathedral Church of St Peter or its duly authorised agents relating to the recovery of any unpaid account that may be outstanding under the terms of this agreement.

Insurance

a) It is strongly recommended that the hirer arrange public liability insurance cover for the period of hire. The hirer is advised to ensure that they are covered, or in the case of an organisation, they have their own indemnity cover.
b) Insurance cover of equipment belonging to the hirer is not covered by the Owner's insurances. The Owner's insurance company will seek compensation from the hirer's insurance company in the event of property loss or damage.

Liability

a) The hirer will indemnify St Peter's, its employees or agents against all claims, demands, losses, damage, costs and expenses arising from the hirer's use of the facility or any breach of this agreement.
b) St Peter's is not responsible for the loss of, or damage to, any of the hirer's property in or around the facility, its grounds or carparks.

Lost Property

a) It is the hirer's responsibility to ensure that all items brought into the facility are removed at the end of the hire period.
b) St Peter's reserves the right to remove and, if not claimed within a week, dispose of any equipment or items left at the facility after the hire period.
c) St Peter's does not take responsibility for any loss or damage to any equipment, furniture or personal items left in the facility.

Parking

a) St Peter's cannot guarantee parking availability.
b) Parking is not permitted during business hours in the numbered car parks located at the back of the facility.
c) Do not double park or park in a manner that will inhibit, restrict or hinder other users.

Security

a) The hirer must check for fire hazards, turn off all lights, heat pumps and all appliances, close all windows and lock all doors.
b) Any expense incurred by the St Peter's as a result of the hirer's actions will be met by the hirer, including fees for alarm call-outs or attendance by the Fire Service.
c) In the event that a key is lost, the cost of replacing the locks and/or keys will be at the cost of the hirer.

Storage

a) St Peter's does not offer storage facilities.
b) When rooms are hired for consecutive full days, arrangements may be made to allow set up to remain in situ if no other hire follows.