



# Beach Haven Birkdale Residents Association

## Hall Hire Agreement for

Between the Beach Haven Birkdale Residents Association Incorporated

and

Hirer Name \_\_\_\_\_

For the hire of Beach Haven Hall located at 336 Rangitira Road, Beach Haven

Contact Name \_\_\_\_\_

Position held in Organisation \_\_\_\_\_

Address \_\_\_\_\_

Phone (Work) \_\_\_\_\_ Phone (Home) \_\_\_\_\_

Phone (Mobile) \_\_\_\_\_ Email \_\_\_\_\_

Purpose of Hire \_\_\_\_\_

Approximate number of attendees Adults \_\_\_\_\_ Children \_\_\_\_\_

Hire sessions required:

Date	Start (am/pm)	End (am/pm)	Hours*	Rate per Hour**	Total Charge
				\$	\$

\* 2 hour minimum hire applies

\*\* refer to our current rates available from our website or on request

Bond due \$ \_\_\_\_\_ Door Pad \_\_\_\_\_ Invoice Number \_\_\_\_\_

### Payment Terms

Direct Debit payments can be made to the Beach Haven Birkdale Residents Association Bank Account 12 3035 0616562 00 ASB Birkenhead. Cheques should be made out to Beach Haven Birkdale Residents Association and posted to P.O. Box 66005, Beach Haven, Auckland 0749.

By signing below you agree you have read and accept the Terms and Conditions of Hire.

Authorised signature on behalf of the hirer

\_\_\_\_\_ Date / /20

Signed on behalf of Beach Haven Birkdale Residents Association Incorporated

\_\_\_\_\_ Date / /20 Name \_\_\_\_\_

Deposit 50% Received \$ \_\_\_\_\_ / /20 Final Payment Received \$ \_\_\_\_\_ / /20

Bond Received \$ \_\_\_\_\_ / /20 Bond Returned \$ \_\_\_\_\_ / /20

## **Terms and Conditions of Hire**

### **1. Booking**

Applicants must state the correct purpose for which the Hall is to be used and in making a booking, sign a Hall Hire Agreement as evidence that compliance will be made with all the conditions of hire.

The applicant must furnish a permanent address to which communication may be sent.

Subletting any part of the Hall is prohibited except with prior permission of the Hall Management in writing

### **2. Restriction on use of Hall**

Times of entry and exit include setting up, packing and cleaning. There is no access to the Hall at times other than stated in the Hall Hire Agreement without prior arrangements from the Hall Management.

### **3. Hire Charges**

Hall Hire Charges will be advised before the Hall Hire Agreement is completed and subject to review without notice.

### **4. Right of Refusal to Hire the Hall**

The Hall Management may at its discretion refuse any application to hire the Hall and may cancel any booking. In every such case any monies paid by the Hirer in respect of the cancelled booking shall be refunded in full.

### **5. Deposit/Cancellation of Booking**

A 50% non-refundable deposit is required to confirm a booking. Circumstances may cause a Hirer to cancel a booking. Provided that reasonable notice has been given and that the reason is deemed sufficient, the Hall Management may authorize a refund of the deposit and /or rental. In all other cases the hirer money shall be forfeited.

### **6. Final payment/Door Pin Number**

To secure the issue of the Main Door Pin number final payment of the balance due must be completed before the time of Hall hire.

### **7. Bond**

A refundable \$200 bond is required to be paid with the final payment for Hall Hirer.

This will be returned depending on the conditions of facility upon leaving and any breaches of these Terms and Conditions of Hire. Any necessary cleaning charges, repair costs or other breaches may be deducted from the bond and any excess cost maybe charged to the Hirer.

### **8. Disclosure**

Where money owing to the Beach Haven Hall is not paid we reserve the right to seek legal action to retain monies which could result in the Hirer being liable to pay all monies as well as any additional costs incurred from retrieving the money.

### **9. Intoxicating Liquor**

On all occasions the consumption of any intoxicating liquor is restricted to the inside of the Hall proper being inside the double swing doors, Supper Room and Kitchen.

To consume intoxicating liquor beyond the Hall proper, namely toilets, foyer, porch and hall Carpark is a clear breach of the Bond. The sale of Intoxicating Liquor on site is strictly prohibited.

### **10. Smoking**

The Hall and Hall Carpark are a "Smoke Free Zone."

### **11. Music/ Loud Noise.**

With consideration to the Hall neighbours all music and amplified sounds must cease by 8.00 pm in the Hall Carpark and 11.00pm inside the Hall. Warning: a breach of this condition could affect the Bond refund.

### **12. Vacant Hall/Car Park**

Further consideration to Hall Neighbours the Hall and Hall Carpark must be vacant by 12 midnight in a quiet orderly fashion.

### **13. Cleanliness of Hall and Car Park.**

The Hall and Car Park are to be left in a clean and tidy condition. All Hirers rubbish to be removed from the site being the Hall and Car Park. When space allows cans and bottles can be put in the Blue/yellow recycle bins, nothing else please.

### **14. Law and Order**

The Hirer shall be responsible for the maintenance of law and order both within the Hall and the Car Park during their period of hire. The Hirer agrees to keep all noises in and outside the Hall at a level acceptable to the by-laws of the Auckland Council.

Hall Management, the Police, Liquor Licensing Inspectors or authorized Security Guards shall have free admission to the premises at all times.

The Hall Management accepts no responsibility for the behaviour of attendees at any activity.

**15. Safety and Emergency Procedures**

Fire safety information is displayed in Hall foyer. Fire Extinguisher is outside the Kitchen Door and Hose Reel is on the stage.

**16. Reception, Custody, Removal of Hire's Chattels**

Any Hirer of the premises, or part thereof, must remove all their possessions at the end of their agreed hire or they may be liable for further costs as per schedule of hire charges.

The Hall Management accepts no responsibility for the reception or safe custody of any goods or furniture delivered to the premises by or on behalf of the Hirer.

**17 Hall Equipment**

No equipment is to be removed from the Hall unless authorized by Hall Management.

**18. Damage**

Any costs incurred in repairing damaged caused by the Hirer shall be charged to the Hirer

**19. Security of Hall**

Security of the Hall is the responsibility of each Hirer to make sure power, lights, and water are turned off and doors and windows secure before leaving the premises.

**20. Parking**

The Hall Car Park is for Hall users only.

**21. Disputes**

In the event of any dispute or differences arising as to the interpretation of these Terms and Conditions or as to any matter therein contained, the decision of the Hall Management Committee shall be final and conclusive. Any engagement of any kind shall be subject to these terms and conditions herein of which it shall be taken that the Hirer is aware.

**22. Disclaimer**

The Hall is not responsible in any way for loss or damage to any person or property associated with the Hirer of the Beach Haven Hall or any costs incurred by the Hall Hirer.

**23. FINAL**

Breach of any part of the Clauses above could result in the loss of the Bond/Deposit in whole or part and/or the Hire Agreement being terminated.