

# West Lynn Garden Society Inc

*Te Mara Kahuku*

[www.westlynnngarden.org.nz](http://www.westlynnngarden.org.nz)

Email: [bookings@westlynnngarden.org.nz](mailto:bookings@westlynnngarden.org.nz)



## Function Centre Hire Contract

West Lynn Garden & Butterfly House

*Te Mara Kahuku*

73 Parker Avenue, New Lynn Auckland

Phone 8277045

**CONDITIONS OF HIRE between \_\_\_\_\_ and WEST LYNN GARDEN SOCIETY Inc**

**1. The Contract**

The contract form must be completed and returned to the West Lynn Garden Society within seven days to confirm the booking.

**2. Space Hired**

Indicate the room your group intends to hire on the Hire Agreement Form.

Under no circumstances is the Hirer to encroach on any other areas of the building.

**3. Payment arrangements for Hire (see separate sheet for actual cost)**

**3.1 One-off Users**

- Ensure you have allowed sufficient time as the Booking time includes setting up time, dismantling and cleaning up time.
- Booking time also includes deliveries prior to and pick-ups after booking.
- The Hirer must be present for any pick-ups and to sign for any deliveries.
- Any extra time over and above this will incur extra hire charges.

Together with the completed Contract, the Hirer must pay a deposit equal to 50% of the hire charge immediately to secure the booking.

The balance of the hire charge and bond must be paid in full no later than 7 days prior to the date of hire.

If all fees are not paid by the due date, West Lynn Garden Society reserves the right to cancel the booking.

The Hirer will be liable to pay all expenses (including legal costs between solicitor and client) in connection with the recovery or attempts to recover any overdue amount.

**3.2 Regular Users**

- Ensure you have allowed sufficient time as the Booking time includes set-up, dismantling and clean-up time.
- Booking time also includes deliveries prior to and pick-ups after booking.
- The Hirer must be present for pick-ups and to sign for any deliveries.

A booking form will be issued monthly. An invoice or receipt will be sent at the end of the month of your event. Standard business terms are applicable.

A one-time annual payment or a 6-monthly option may also be available.

If fees are not paid by the due date, the Society reserves the right to cancel the booking.

The Hirer will be liable to pay all expenses (including legal costs between solicitor and client) in connection with the recovery or attempts to recover any overdue amount.

There may be a rare occasion during the year when your room is not available. We will try to provide as much advance notice as possible and an alternative date if suitable.

**4. All users**

Normal garden entry fees are included in hire cost. Charges may apply for other activities related to the hire.

## **5. Payment/Cancellation**

Any deposit once made is non-refundable.

The Society reserves the right to charge a 50% cancellation fee within 14 days prior to the booking date, and 100% if a cancellation is within 7 days prior to the booking date.

## **6. Bond**

- A bond will be charged for all bookings.
- The hirer is responsible for all areas of the Function Centre and the consequences of the actions of their people in the building and the car park areas whilst hiring space within the Building.
- The bond will be refunded in full within 15 business days following the date of hire, subject to full compliance of the following conditions.

## **7. Deduction of Bond/Additional Charges:**

The Society reserves the right to deduct from the bond or charge the hirer any costs incurred in or inconvenienced by:

- Repair to the West Lynn Garden property caused by the hirer plus all associated administration costs
- The full amount of a policy excess should damage result in an insurance claim plus associated administration costs
- Restacking tables, chairs, other furniture, and fittings
- Staff or cleaners involved in extra cleaning not done properly by hirer
- Security callouts if hirer has not unset or reset the alarm as instructed
- After hours callout of a Society representative for resetting the alarm or at the request of the hirer
- Remaining within the facility outside the hired hours
- Failure to take away all rubbish from the site, including bottles and cans

## **8. No Smoking**

The entire West Lynn Garden property is a smoke & vaping free environment with no exceptions.

## **9. No dogs allowed**

West Lynn Garden has a no dog policy. An exception is allowed for service dogs.

## **10. Car Parking.**

There are 20 car spaces, 2 reserved and 2 disabled spaces plus street parking on Parker Avenue.

When parking on the street, please respect our neighbours by not infringing on their driveways. Failure to do so may result in the incurrence of tow-away charges.

## **11. Keys and Hirer's Responsibility**

A Society member will open and/or close the facility at the appropriate time.

In some cases a key may be issued to the hirer. In such cases it is the responsibility of the Hirer to appoint a registered key holder to uplift a key prior to the date of hire.

The responsibilities of the key holder are:

- paying a \$20 key deposit which will be refunded after the key is returned
- paying all costs incurred for the replacement of lost or damaged keys and locks
- ensuring hired areas are locked, alarm activated and all external doors securely locked on leaving
- ensuring all electrical switches and lights are off and all windows and doors are secure before leaving

## 12. Security Alarm

The building alarm system is monitored. An alarm access code will be issued to the registered key holder and is valid only for that particular booking and limited to the area hired.

An Instruction form will be issued with the security code at the time of collecting keys.

Please note: - The Function Centre has two separate alarmed areas:

Area 1: Community/Education Room

Area 2: Meeting Room

The registered key holder will be expected to deactivate and reactivate the alarm system as instructed.

A call-out fee will be charged if the alarm is incorrectly unset or set.

## 13. Health and Safety

- The hirer is responsible for the health and safety of all people involved in the preparation, participation and cleaning up relating to the hire.
- The hirer must advise the Society of anything that will be brought into the building that may be a hazard e.g. candles, chemicals, ladders or props. We reserve the right to prohibit such items.
- The hirer must make provision for assistance to those who may need help in the event of an emergency.
- The hirer is responsible for completing an Accident and Incident Notification form and returning it to the Society should the necessity arise.

## 14. Building Evacuation

In the unlikely event of a fire or any need to evacuate the building, the approved emergency procedures are to be followed as displayed in the building.

- The emergency evacuation area is clearly signed in the car park
- The hirer is responsible for appointing two building wardens for the Building
- The form identifying these people must be completed
- The wardens' responsibilities include: - being familiar with evacuation procedures - advising the group of exits, nearest fire alarm box and assembly area - ensuring space is cleared at time of exit - reporting to Fire Service Officer

## 15. Noise Restriction

Current noise by-laws for residential areas apply at this site. Due consideration for surrounding residential properties is required. Excessive noise is that which can be heard from the boundaries of the site. Amplified music is not permitted.

## 16. Use of Equipment

All furniture within the building is to remain within the building and not be taken into the garden.

### Audio-visual Equipment:

- Instructions are provided for the use of all equipment
- Remote controls for the screen and Blu-ray player must be signed for
- Connecting laptop computers is done by HDMI cable

**Chairs** - Please use the chair trolley (with no more than five (5) chairs at a time) - do not drag any chairs across the floor surfaces. At the end of your booking, please stack the chairs in the original location.

**Tables** - Tables are to be stacked in store room or left where found.

### **17. Use of Decorations or Attachment of Pictures, Posters, Signs, Art materials.**

- Under no circumstances can decorations, scenery etc be attached to or hung from the walls, ceilings, floors, doors, curtains or any part of the building whatsoever, unless authorised by the West Lynn Garden Society.
- Materials such as glue, glitter, face and body paint, candles or sellotape are not to be used within the building.

**Exception:** Decorations are allowed using the brass hooks provided for that purpose, which are fitted around three sides of the Community/Education Room.

### **18. Cleaning Up**

At the end of your booking please leave the room and equipment as you found it.

- All bottles and rubbish are to be removed completely from the site.
- At the end of the booking, wipe down all table tops with warm soapy water. If any extra cleaning is required, a fee will be charged.
- Cleaning equipment, including mops, brooms and a vacuum cleaner are available for use and are located in the Kitchen and in the Store Room.
- An option is available to pay for a West Lynn Garden cleaner to come in after your event.

### **19. Loss or Damage**

West Lynn Garden accepts no responsibility for loss or damage of any property of the hirer or guests.

The hirer is legally required to make good any damage.

Should the property insurer be required to cover loss or damage, the hirer will be liable for the amount of the insurance excess.

### **20. Right of Entry**

West Lynn Garden management or nominee shall have Right of Entry at all times.

### **21. Right of Refusal or Cancellation**

Management has discretion to refuse any application for hire and may cancel any booking without assigning a reason.

### **22. Signatures on Hire Agreement**

Please date and sign where indicated, returning the signed copy within 7 (seven) days to:

West Lynn Garden Society  
73 Parker Avenue, New Lynn, Auckland, 0600 or  
Email: [bookings@westlynnngarden.org.nz](mailto:bookings@westlynnngarden.org.nz).  
Please retain one copy for your reference.

### **23. Final payment to be made 7 days prior to the event.**

All payments can be made by eftpos, cash or by direct credit.

Or by DIRECT CREDIT to:

West Lynn Garden Society Inc. ASB Account No: 123034 0693726 00

Please use your name and booking date as a reference with electronic banking.

**West Lynn Garden Society Inc**  
*Te Mara Kahuku*  
**Contract Hire Agreement**

|   |  |   |
|---|--|---|
| <b>Function/Education Room</b><br><b>Time (circle one)</b><br>am          pm          all day | <b>Meeting Room</b><br><b>Time (circle one)</b><br>am          pm          all day | <b>Function Lawn</b><br><b>Time (circle one)</b><br>am          pm          all day |
|---|--|---|

|  |   |
|--|---|
| HIRE DATE (S) _____  |   |
| THE HIRER _____  |   |
| ADDRESS _____  |   |
| PHONE _____ Mobile _____   |   |
| Email: _____   |   |
| NAME OF ORGANISATION (if applicable) _____   |   |
| Address of Organisation _____  |   |
| I/We undertake to abide by all terms and conditions of hire.<br>1. Print Name .....  | Signature .....<br>Date .....                   |
| West Lynn Garden Society Authorising Member -  | Name.....                                       |
| Signature  | Date  |
| PAYMENT MADE / NOT MADE (circle)<br><br>50% deposit within 7 days secures the date with the balance due one week prior to event.   |   |
| Details:   | Date Paid          /          /                 |
|  | Balance due 7 days before          /          / |
| Payment can be made by eftpos, cash or by DIRECT CREDIT to:<br>West Lynn Garden Society Inc.<br>ASB Account No. 123034 0693726 00<br>Please use your name and booking date as a reference when electronic banking. |   |
| YOUR BANK ACCOUNT number for return of bond: .....   |   |