

West Lynn Garden Society Inc

www.westlynnngarden.org.nz

Email: office@westlynnngarden.org.nz



Function Centre Hire Contract

West Lynn Garden & Butterfly House

73 Parker Avenue, New Lynn, Auckland

Phone (09) 827 7045

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 charges.

Together with the completed Contract, the Hirer must pay a deposit of 50% of the hire charge 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 before your event.

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.

4. All users

Normal garden entry fees are not included in the hire cost. Charges may apply for other activities related to the hire. The use of stakes/pegs/ground anchors for securing tents/gazebos to the ground are not permitted in the Palm Circle.

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 all equipment provided.
- The Hirer is responsible for the consequences of the actions of their people in the building and the car park areas.
- 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 if an insurance claim is necessary
- The need to restack tables, chairs, other furniture, and fittings
- Any cleaning not done properly by the Hirer
- Security callouts if the Hirer has not disarmed or reset the alarm as instructed
- After hours callout of a Society representative to reset the alarm or at the request of the Hirer
- Failure to pay for extra time.
- Failure to take away all rubbish from the site, including bottles and cans
- Loss of or damage to the WLG equipment.

8. No Smoking

The entire West Lynn Garden property is a smoke & vaping free environment.

9. No dogs allowed

West Lynn Garden has a no dog policy, except for service dogs.

10. Car Parking.

There are 20 car spaces, 2 reserved and 2 disability spaces.

When parking on Parker Avenue, please respect our neighbours by not parking on their driveways, otherwise you may incur 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 collect the key prior to the date of hire.

The responsibilities of the key holder are:

- paying a refundable \$20 key deposit
- paying all costs incurred for the replacement of lost or damaged keys or locks
- ensuring hired areas are locked, the alarm is activated and all external doors are securely locked
- ensuring all electrical switches and lights are turned off and all windows and doors are secure

12. Security Alarm

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: Meeting Room

Area 2: Community/Education Room

The registered key holder will be expected to deactivate and reactivate the alarm system as instructed. If the alarm is incorrectly disarmed or set, a callout fee will be charged.

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.
- In the event of an emergency, the Hirer must ensure assistance is given to anyone who needs help.
- If an incident should occur, the Hirer is responsible for completing an Accident and Incident Notification form and returning it to the Society.

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 marked 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 the location of exits, the nearest fire alarm box and the assembly area. The wardens must also ensure the space is cleared and then report to the Fire Service Officer.

15. Noise Restriction

Current noise by-laws for residential areas apply at this site. Consideration for surrounding residential properties is required. Excessive noise is any noise that 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
Connecting laptop computers is done by HDMI cable

Chairs - Please use the chair trolley (with no more than five chairs at a time) and 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 the storeroom or left where they were found.

Outdoor recreational equipment – is not permitted within the building, e.g., Bouncy Castle.

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

- Decorations, scenery etc are not to be attached to or hung from the walls, ceilings, floors, doors, curtains or any part of the building, unless authorised by the West Lynn Garden Society.
- Materials such as glue, glitter, confetti, party poppers, gender-reveal cannons, sequins and body paint, candles or sellotape are not to be used within the building.
- Only compostable confetti may be used in outdoor areas.

Exception: Decorations may be hung from 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 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 belonging to the Hirer or guests.

The Hirer is legally required to make good any damage to or loss of WLG property.

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

20. Right of Entry

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

21. Right of Refusal or Cancellation

Management has the 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.

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 credit card, eftpos, cash or by direct credit to:

West Lynn Garden Society Inc.

ASB Account No: 12-3034-0693726-00

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

West Lynn Garden Society Inc Contract Hire Agreement

Function/Education Room Time (circle one) am pm all day	Meeting Room Time (circle one) am pm all day	Function Lawn Time (circle one) am pm all day
HIRE DATE (S) _____		
NAME OF 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. 1. Print Name	Signature Date	
West Lynn Garden Society Authorising Member - Name.....		
Signature Date		
PAYMENT MADE / NOT MADE (circle) 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 credit card, eftpos, cash or by DIRECT CREDIT to: West Lynn Garden Society Inc. ASB Account No. 12-3034-0693726-00 Please use your name and booking date as a reference when electronic banking.		
YOUR BANK ACCOUNT number for return of bond:		