

**St. Andrew's Whangaparaoa
48 Waiora Road, Stanmore Bay**

FACILITY HIRING AGREEMENT

Terms and Conditions

1. This agreement is a licence for the Hirer to use the Facility at and during the times, and for the purpose specified in the Booking Form, and does not create any tenancy or right to exclusive use or occupation. The licence shall be effective when the Booking Form is countersigned by the Booking Officer or their agent and a copy returned to the Hirer.
2. This agreement is subject to any subsequent changes made by agreement between the Church and Hirer and recorded in writing.
3. The Church reserves the right to renegotiate a specific booking and/or cancel this agreement whenever the Facility is required at short notice for a funeral or other special church-related event or circumstance at the same time.
4. The Hirer will pay the Facility Hire Charge on or before the date or dates specified for payment. (See the section "MAKING PAYMENT" on the Booking Form for instructions.)
5. Smoking is not permitted in any part of the Facility or in any other part of the buildings or grounds of the Premises.
6. Alcohol must not be brought on to, or used on, the Premises unless prior written consent is given, and then subject only to the conditions of such consent.
7. Any equipment or goods brought to, or stored on, the Premises by the Hirer will be at the sole risk of the Hirer with regard to loss or damage.
8. The Hirer will be liable for any loss of, or damage, to buildings, fittings, furniture or equipment arising from use of the Facility by the Hirer.
9. The Hirer will, after each use, leave the Facility in a clean and tidy condition.
10. The Hirer will comply with the instructions or directions for use of the Facility set out in the Schedule of this Agreement and also with any other directions for use notified by the Church from time to time.
11. The Hirer will ensure that the stated maximum capacity of the Facility is not exceeded.
12. The Hirer will observe all relevant statutory rules, regulations and by-laws and ensure the health and safety of all persons attending the Facility.
13. The Church, by its authorised agent, may refuse admission to any person, or require any person attending the Facility to leave the Premises, where the presence of that person is, at the sole discretion of the agent, considered to be inconsistent with the primary function of the Premises as a place of worship or to pose a risk to the health and safety of others using the Premises.

**The Schedule
(Information and Directions for Using the Facilities)**

1. Postal Address

Please do not use the church street address as the postal address for your group. There is no mail box and the Church will not be responsible for mail left at the Premises.

2. Access: Obtaining a Key

Please phone the Booking Officer to obtain a key. For recurring long-term bookings, you could ask about getting your own key cut. The key is not to be copied without permission from the Booking Officer. Return keys promptly to the Booking Officer or other designated person after the use has finished.

3. Car Parking

Car parking is available down the driveway – remove the chain across the driveway and replace it as you leave.

4. Church Sanctuary

The hiring of the church worship area requires the prior consent of the minister and is at the sole, unfettered discretion of the minister. The area of the church worship space must be respected at all times. No eating or drinking in the church worship area.

5. Close of Use: Cleanliness

Although the Premises are cleaned regularly by church members, this is not on a daily basis. It is *essential* that any spills on the floor or bench in the Facility are *cleaned* before you leave, and this includes the foyer. Leave the premises clean and tidy – sweep the hall and the kitchen, if used.

6. Close of Use: Security

The Fire Department requires that ALL *INTERNAL DOORS ARE LEFT CLOSED* when the Premises are vacated.

Please ensure that all windows upstairs and downstairs are latched, lights and heaters are switched off, curtains are closed and the external doors, upstairs and downstairs, are securely locked.

7. Breakages/Damage

All breakages are to be notified to the Booking Officer and either replaced or paid for in full. All damage is to be reported to the Booking Officer and, where appropriate, reimbursement made.

8. Audio-Visual Booking

You must book the audio-visual system if you wish to use it, even if you are only using the microphones, so that instruction in its use can be given. There is no charge for using the microphones only, but there is a charge per occasion to use the system and screens for projection.

9. Kitchen Facilities

A hire charge per occasion is charged for use of the kitchen. This includes use of the kettles or hot water zip. You must supply your own tea towels, tea, coffee, sugar, milk, etc. Please leave the hot water zip turned on after use.

Place cups, saucers and other utensils in the dishwasher after use for washing and turn on the dishwasher before you leave. It is safe to leave the dishwasher on when you leave the Premises.

10. Furniture

Chairs and tables, if moved, must be returned to their original position at the close of use.

11. Defacement of Walls

Under no circumstances are walls to be defaced by drawing pins, Sellotape, blue tack or other fixings. Any drawings, posters, notices or other material must be displayed on portable stands or similar.

12. Rubbish

All rubbish, including food scraps, unused and unwanted food, and empty receptacles, is to be removed from the Premises. We do not have a rubbish collection Facility.

13. Health & Safety

The Hirer must comply with the Church's health and safety instructions, including having in place adequate first aid requirements. There is a first aid box in the cupboard in the small office adjacent to the kitchen for use in emergencies, but it is expected that the Hirer will make their own appropriate first aid arrangements.

The Hirer must notify the Church of any hazards to health and safety identified during use so that the Church can take steps to minimise the risk to users of the Premises.

The Hirer must notify the Church of any health and safety notifiable event (significant injury or other serious health-related event) using, if possible, the prescribed WorkSafe NZ forms (in the envelope on the noticeboard in the foyer).

Contact for Health & Safety Matters: Cynthia Mackenzie, ph. (09) 426 7849; 021 044 8471.

14. Building Evacuation in Emergency

In the event of a fire, call 111 immediately if there is a risk to life or property. Err on the side of caution and act unless you're sure it's safe!

If a fire or other disaster requires that the buildings need to be evacuated, the Hirer is responsible for ensuring that all in their group/activity vacate the buildings. Please note the nearest exits and nominate someone to take this responsibility. The assembly area is in front of the Stanmore Bay school.

There are fire extinguishers available for use (a) in the foyer beside the door to the top of the stairs; (b) in the hall on the right hand side of the emergency exit towards the hall; (c) in the kitchen on the right hand side of the servery; and (d) in the basement opposite the door to the stairs.

There are internal building fire alarms located (a) in the church foyer between the double external doors and the office door; (b) in the basement beside the door to the stairs; and (c) in the basement beside the door to the bottom carpark.

15. Church Priority of Use

It is sometimes necessary for church use of the Premises to take priority over an existing booking, e.g., for a funeral. All bookings are accepted subject to this contingency. We will try to avoid such a clash, but it will sometimes be unavoidable. It is therefore important for groups to ensure that the Booking Officer has up-to-date contact details for your group so that adequate notice can be given.