

# Kawerau District Council Terms and Conditions of Hire

## 1. Use of Premises

- 1.1 Alcohol, Smoking, Vaping and Glass are not permitted at the venue.
- 1.2 The Council reserves the right of access to the pool complex during the period of hire.
- 1.3 All pool rules must be followed. (Rules attached)
- 1.4 The Hirer must provide a Health and Safety Management Plan and comply with all safety requirements.
- 1.5 The Hirer may not enter the pool complex until the booked time and all users must vacate the facility at the completion of the booked period. The booking period includes set up and cleaning.
- 1.6 No loud noises such as bands, stereos or amplified sound are permitted and may result in the early closure of your function.
- 1.7 Spa will not have jets and bubbles operating.
- 1.8 Subletting is NOT Permitted.
- 1.9 BBQ operating procedures are located on wall in the area. Only cooking oil to be used and NO fish to be cooked on the BBQ unless wrapped in foil.
- 1.10 No dogs or bikes are permitted in the swimming pool complex.
- 1.11 No bouncy castles are permitted during a private hire or BBQ hire.

## 2. Cleaning of Facility

- 2.1 Hirer is responsible for the general tidying and cleaning of the pool complex to be completed within the booking times. Brooms are available for sweeping the BBQ area. A hose is available for all other areas if required (Do not use hose in BBQ area).
- 2.2 BBQ gas is to be turned off and cleaned with equipment provided. Make sure you clean top and bottom drip trays. (Break-up is in bucket, do not dilute with water)
- 2.3 Ensure all your items/equipment/food are removed.
- 2.4 All rubbish is to be place in the wheelie bins provided.
- 2.5 Check toilets are clean before leaving.
- 2.6 Addition cleaning required by Council will incur a deduction from the bond.

## 3. Departure

- 3.1 Turn off lights in changing room areas, all other lights are automatic.
- 3.2 Departure after booking times may result in additional charges.

## 4. Loss or Damages to Pool Complex

- 4.1 Any damage to the pool complex, or loss of contents, must be reported the next business day.
- 4.2 The hirer of the pool complex and all associated equipment (eg. BBQ) shall be responsible for any loss or damage.
- 4.3 Council reserves the right to take any action necessary to recover or make good at the hirers expense, any loss or damage incurred from the negligent use of the pool complex.
- 4.3 The Council accepts no responsibility for loss or damage to any property which may be brought to the pool complex, whether in or outside the pool complex, and does not provide any insurance cover for such property, including property left secured in any storage facility which may be provided.

## 5. Breach of Conditions

- 5.1 Any breach of these conditions may result in the closure of your function, additional charges being incurred and/or refusal to accept future bookings.
- 5.2 Pursuant to General Bylaw: Part 13 – Leisure and Recreation Venues 2010, any member of Council staff may require any person to leave the pool complex who:
  - (a) Is not using the venue for the purpose for which it is intended, or
  - (b) Behaves in a disorderly manner, or
  - (c) Contravenes any rule applying to that venueThe refusal on the part of the person to leave as instructed would constitute an offence against this bylaw. If required to leave the pool complex, that person may be excluded from that venue for a period of time.

## 6. Right of Refusal to Hire

- 6.1 The Council may, at its discretion, refuse any application for hire and may cancel any booking without assigning a reason (in which case all monies paid will be returned in full).

## 7. Personal Injury or Claims

- 7.1 The use of the venue is at the hirer's risk. Council shall not be liable for personal injury or claim.

# POOL RULES

BY ENTERING THIS FACILITY YOU MUST FOLLOW THESE RULES  
& ANY INSTRUCTIONS FROM FACILITY STAFF



- Approval needed from staff before taking **video or photos**.
- Pools may be **closed** at any time for safety reasons.
- Vacate pools **30 minutes before** closing time.
- **Mobility facilities** are for those who genuinely require them.
- **Chlorine resistant** swimwear is recommended.
- Do not enter any pool for at least **14 days after** having Diarrhoea
- Regular water intake is strongly recommended due to pool temperatures.

**STAFF**  
Reserve the right to refuse entry or to ask you to leave at any time.

# ACTIVELY SUPERVISE UNDER 8s AT ALL TIMES



## SUPERVISION RULES

### under 5s

caregiver **16+** must be in the pool within **arm's reach**

if supervision is by a non-swimming adult child can only swim in toddler's pool

### 5-8 years

caregiver **16+** must have **visual contact** and be able to provide immediate assistance

## POOLS COMPLEX:

### BOOKINGS FEES AND CHARGES

#### Internet / Direct Credit Payments

If you wish to set up the payment manually, Kawerau District Council's bank account number is: 02-0348-0014307-00.

Occasionally the suffix entered needs to be three digits "000".

When making payments, please include the word "**BBQ**" and one (if possible both) of the following references with the payment:

Hirer's Name	example: Bloggs, Joe
The date of hire	example: 23/09/202 or 23 Sept 22

If paying by direct credit payment must be received 1 business day prior to booking.

#### 1. BOOKINGS

- 1.1 Venue bookings can be made at the Council Office, Ranfurly Court, Kawerau (ph. 07 3069009) or by emailing: kaweraudc@kaweraudc.govt.nz
- 1.2 Council may from time to time make rules for the venue relating to any of the following:
  - (a) The control, management and use of the venue and associated property.
  - (b) The hours during which the venue and any specified parts of the venue shall open and the holidays, days and times upon which it will be closed.
  - (c) The fees and charges, payable for entry or use of, the venue.
  - (d) The maintenance of good order and conduct whilst persons are in or at the venue.
  - (e) The operation of the leisure or recreation venue to ensure the safety and health of persons in, on, or in the vicinity of the venue.
  - (f) The closure of a leisure or recreation venue or part thereof or setting aside of part, or all of that venue for the exclusive use of individuals or groups.

#### 2. PRIVATE HIRE

All users must pay **the hireage fee plus a \$200.00 venue bond** when applying for a booking. This payment will secure the booking.

- 2.1 Where advance or tentative bookings are requested, payment of the hire charges and bond must be received within two business days from the booking being made.
- 2.2 If no contact has been received from the hirer, after the two working days, the booking will automatically lapse.
- 2.3 Seasonal allocations are at the discretion of Council and must be in writing.

## 2.4 Subletting is NOT permitted

Council reserves the right to cancel, transfer or reallocate a booking. This is not done lightly and is usually for maintenance, repairs or an occasion of major importance. Council will make every effort to consult with the hirer.

### 3. FEES AND CHARGES

Current fee charges are available from the Council Office and/or on Council's website <https://www.kaweraudc.govt.nz/documents/fees-and-charges>

3.1 A bond is payable when a venue is booked. This will be refunded when the venue is left clean and tidy, free from damage and all the conditions of hire have been met.

### 4. CANCELLATION or NON ATTENDANCE

4.1 Booking cancellation must be received ***no later than five working days*** before the hire date. Hirer's will receive a full refund of any monies paid or invoiced.

4.2 Hirers who cancel their booking ***less than five working days*** before the hire date will be charged 50% of the cost of hire. If the late cancellation was caused through circumstances beyond the control of the hirer, Council may, at its discretion, refund all, or part of the payment.

4.3 If the hirer does not turn up or use the venue, on their hire date, without notice, no refund of hire fees will be available.

### 5. UNPAID MONEY

No hirer of any venue or associated equipment, who owes any money to Council in connection with that hire, shall be permitted to hire any venue or equipment until all such charges have been paid in full.

#### **Deductions from the Bond**

Will be taken for:

- If the hirer activates the alarm after the Duty Supervisor or After Hours Security Service has left, the hirer will incur the call out fee for security.
- Excessive use outside of approved hour (more than 30 minutes).
- Damage or loss from hirer's negligence.
- Non-compliance with conditions of use.
- Additional cleaning/tidying up required by Council