

Please read the **General Information Sheet – Wharfside** prior to completing your application for hire.

To hire Wharfside, please complete the following application form providing as much information as possible, sign the declaration and return for approval to wharfside@whakatane.govt.nz. Please mark any non-applicable sections as 'N/A'. Application must be submitted with all supporting documentation and approvals a minimum of 6 weeks prior to your requested hire date or late application processing fees will be applicable.

If Council accepts your application, you will receive an invoice and written notification of approval following payment. Please note that Council may not approve your Event and/or specific elements of your Event. You are strongly encouraged not to incur any costs and/or make any Event arrangements until such time as you hold written approval from Council.

Your details (must be completed by the client who is responsible for the account)

Full name of Hirer

Company name

Phone number

Email address

Postal address

Contact person who will be present for the duration of the hire period (if different from the above)

Contact name

Phone number

Email address

Proposed purpose and details of activity

Please state the purpose of hire:

Hire date/s: _____ Times: _____ to _____

How many people are expected to attend? _____

Please note the maximum capacity of Wharfside is 250 people.

Use of Furniture and Equipment

The Hirer is responsible for setting out and storing all onsite furniture and equipment. No furniture/chattels shall be removed from this facility and any indoor furniture used on the deck must be returned indoors.

Regulatory Licences and Permits

*The organiser is responsible for providing Council with the food certification of any catering company and obtaining a Special Licence, if required, prior to the event. Application forms for Licences and Permits are available on our website and **must** be attached to this application. whakatane.govt.nz/services/organise-event*

Food Licences - Will you be serving food? ☐ Yes ☐ No

Any hired caterers must have a valid food registration certificate. If you will be providing our own food and at no cost to attendees then there is no need to advise us. It is, however, good practice to follow MPI's food safety guidelines which can be found on the MPI website.

Please provide the details of who will be catering your event:

Liquor Licence - Will you be serving alcohol? ☐ Yes ☐ No

An approved special licence is required for the sale and/or supply of alcohol. Please complete the online application and allow 20 working days for this Licence to be processed. No BYO permitted at any time.

Electrical Supplies - Do you need to book the Jackson Boxes and Cable Covers? ☐ Yes ☐ No

Health and Safety

A Health and Safety Management Plan is required for all events that take place on Council premises or public spaces. Event organisers need to ensure that a Health and Safety Management plan is approved by Council in advance of the event being held. The safety plan will ensure the smooth and safe running of the event and to make it memorable and fun for everyone involved.

Regardless of the type of event you are holding, please consider the following for your event:

- Medics and First Aid
- Manual handling and trip/slip hazards
- Electrical sound and lighting
- Emergency procedures
- Environmental effects on people
- Temporary staging and structures
- Traffic management, parking and pedestrian safety
- Emergency vehicles and ensuring access
- Waste Management
- A site map

Traffic Management

If your event will affect vehicle and pedestrian traffic or require a road/footpath be partially or fully closed you will require a Traffic Management Plan. Please visit whakatane.govt.nz/services/organise-event/events-affecting-roads-streets-or-footpaths for further information.

Public Liability Insurance

Public Liability Insurance is required for all commercial and high risk events with a minimum cover of \$2,000,000 and must be provided at least one month before the hire period begins.

Private Hirers, sporting or community organisations holding low risk events are covered under Council's Public and General Liability insurance but only to the extent that they do not already hold Liability Insurance that would cover the Hirer for any legal liability incurred in connection with the Hire. Further, where the Hirer is liable, Council would seek to recover from the Hirer any excess payable in the event of a claim under Council's Public and General Liability Insurance. The excess for Hall Hirers Liability is \$2,000.

Proof of Public Liability Insurance attached: ☐ Yes ☐ N/A

Emergency Management

*This section **must** be completed for health and safety requirements. The Hirer is required to appoint one Safety Warden who will be responsible for the prompt evacuation of the building in the event of a fire or other emergency.*

Safety Warden:

Mobile:

Email:

Note the request for hire of Wharfside cannot be processed until all documentation has been received.

Declaration

I/We _____ declare that the information supplied with this application is true and correct according to the best of the Applicant's knowledge.

By accepting this Agreement, I warrant and confirm that I have read and understood the full Terms and Conditions of Hire including the Conditions of Entry of Site, I am at least 18 years old and have the authority to accept this agreement, and I understand and accept that the information provided for my booking may be shared with the NZ Police.

In addition to any terms and conditions, I/we agree to reimburse the Council for any additional costs incurred by the Council as a result of the Event.

Signature:

Date:

Office use only

Available: ☐ Yes ☐ No

Signed:

☐ Events Team Notified

☐ Booking added to calendar

☐ Invoiced

☐ Paid

☐ Approved

Conditions/Restrictions:

Site Hazards – Wharfside

Please be aware of the following potential site hazards.

Please note that hazards may not be limited to the below and hirers and users of the site should conduct their own Risk Analysis prior to their hire/event.

Hazard	Risk	Description	Control Measures
Unfenced harbour access	Drowning	Unfenced harbour on south side and around the wharf. Poses a drowning risk, especially for unsupervised children.	- Hirers must always supervise children. - Signage in place warning of unfenced access. - Consider temporary barriers if children are present.
Vehicle traffic	Pedestrian struck by vehicle	Carpark shared with port and other businesses. Vehicles move regularly in the area.	- Encourage drop-off zones for guests. - Stay within marked pedestrian areas. - Children must be supervised in carpark.
Heavy furniture	Crushing, strains	Some furniture is heavy and movable. Risk of strain or crush injury when lifting.	- Use correct lifting technique. - Two-person lift required for large items. - Hirers are responsible for safe setup and pack-down.
Slippery surfaces - entrances	Falls	Wet weather can create slippery surfaces near doorways. Poses a fall risk.	- Hirers are responsible for monitoring entrance ways and cleaning when required. - Hirers are responsible for informing their guests of the hazard
Slippery surfaces - kitchen	Falls	Transferring trays in and out of the dishwasher drips water on the floor. Poses a fall risk if not cleaned up regularly.	- Hirers are responsible for cleaning spilled water off floor.
Unlit deck	Trips and falls	Small step from deck to grass. May not be seen during low light or at night creating a fall risk.	- Hirers are responsible for informing their guests of the hazard
Bollard and rope barrier	Trips and falls	Bollard and rope barrier along harbour edge may create fall risk.	- Hirers are responsible for informing their guests of the hazard - Hirers must always supervise children - If serving alcohol, supervise inebriated people

Terms and Conditions of Hire

The following terms and conditions have been developed to ensure your event runs smoothly and with minimal disruption. These terms and conditions should be read in full. By submitting an application to hire Wharfside, whether online or in person, you will be deemed to have accepted these Terms and Conditions of Hire. Please retain a copy of these Terms and Conditions of Hire for your reference ensuring that you are aware of your responsibilities of hire.

1. General conditions of hire

- a) Council agrees to allow the Hirer to use the Venue for the Event during the Hire period and the Hirer agrees to pay Council the Hire Charges for the hire of the Venue subject to the terms and conditions of this Agreement.
- b) Subject to clause 1(c), all Hirers must be a legal person or entity. Council reserves the right to ask for proof of legal entity before this Agreement may be finalised. A legal entity is a registered group or individual who has capacity to:
 - (i) enter into agreements or contracts;
 - (ii) assume obligations;
 - (iii) incur and pay debts;
 - (iv) sue and be sued in its own right ; and
 - (v) be accountable for illegal activities.
- c) All statutory rules, regulations and bylaws applying to the Venue and/or Event shall be strictly observed by the Hirer including but not limited to the Health and Safety at Work Act 2015, the Smoke-free Environments Act 1990, and the Sale and Supply of Alcohol Act 2012.
- d) The Hirer must at the Hirer's expense obtain all licenses, permits and consents that may be required for the Event and the Hirer will provide Council with copies of these at least 28 days before the Hire Period commences and at any other time upon request by the Council. Council has signed this Agreement as the owner/operator of the Venue. This Agreement does not bind the Council in its regulatory capacity in any way, and any consent or agreement given under this Agreement is not an agreement or consent in the Council's regulatory capacity and vice versa. When acting in its regulatory capacity, the Council is entitled to act without regard to this Agreement. For the avoidance of doubt, the Council will not be liable to the Hirer or any other party if, in its regulatory capacity, the Council declines or imposes conditions on any consent or permission that the Hirer or any other party seeks for any purpose associated with this Agreement.
- e) The Hirer must consider the suitability of the particular venue for their Event when making a booking. Council does not warrant or represent that the Venue is suitable for the Event or the Hirer's specific purposes in holding the Event, and the Hirer acknowledges that they have relied on their own enquiries and judgement in selecting the Venue and entering into this Agreement.
- f) The Hirer must contact the Police immediately if there are any safety concerns from a person(s) disorderly behaviour.
- g) Noise levels between 7am and 10pm must be kept at at 50 LAeq, from 10pm-midnight the noise limit is 40 LAeq. L_{max}
- h) During the Hire Period the Hirer shall conduct and manage its use of the Venue in an orderly and lawful manner, and shall remain responsible for the conduct of its employees, officers, contractors, agents, invitees and ticket holders and shall ensure that none of them behave in any riotous, offensive or disorderly manner (including drunken behaviour) or in such a manner that is likely to cause danger or annoyance to other members of the public or the Council or damage the property or reputation of the Venue or the Council. The Hirer acknowledges that the Council may eject or refuse admission to any person who fails to behave in accordance with the standards required by this clause.
- i) No alcohol is to be sold, supplied or consumed at the Event without the prior consent of Council. Where that consent is granted the Hirer must obtain a Special Licence, applications for which are available from Whakatāne District Council's website. Applications for any type of special licence must be made at least 30 working days before the Event. The licence must be given to the nominated Venue representative at Council at least five (5) days before the Event. BYO alcohol of any kind is not permitted at the Venue.

- j) Where the provision or sale of food is undertaken in relation to the Event, the Food and Hygiene Regulations 1974, and/or the Food Act 2014 and its association regulations, and/or all Council requirements must be complied with by the Hirer where they apply.
- k) Nothing in this Agreement creates a landlord – tenant relationship between parties.
- l) All persons signing or accepting this Agreement (whether as an individual, or director or other authorised signatory of another legal entity) shall be bound personally to abide by all of the terms and conditions contained in this Agreement and to fulfil all of the Hirer's obligations under this Agreement as a principal.

2. Bookings

- a) No booking for hire of the Venue is confirmed until the hirer has received written approval from Council following payment of the hire fee.
- b) The Hirer must use only the area in the Venue that has been booked and confirmed for use by the Hirer.
- c) The Hirer must precisely state the type of activity and Event to take place in the Application/booking form and use the Venue only for that purpose. The Hirer warrants and agrees that the Event has been accurately described to Council and as set out in the Application/booking form and that the Venue will not be used for any performance or activity that is of an objectionable nature, is in breach of reasonable standards of public decency or is likely to create a nuisance.
- d) If you would like to change your booking (times on the same day, contacts, address etc.) you must contact Council on 07 306 0500 during business hours only. It may not be possible for Council to accommodate all requested changes. The Hirer will be notified and must agree to any additional charges and any terms and conditions applying to the grant of the Hirer's request before the changes will be agreed to by Council.
- e) The Hirer must adhere strictly to the confirmed Hire Period and shall ensure that all persons have vacated the Venue by the end of the Hire Period. Failure to comply strictly with the confirmed Hire Period may in additional fees and also result in cancellation of any future booking(s).
- f) The hirer is responsible for ensuring that the venue capacity is not exceeded at any time.
- g) Council reserves the right to have officers, staff, and/or representatives present at the Event at any time.

3. Payment

- a) All fees quoted at the time of making a booking are GST inclusive.
- b) The fees are published on the Council website: www.whakatane.govt.nz. Regular Hirers acknowledge that this may result in the Hire Charges increasing on 1st July each year or at any such time as pre-advised and the Hirer agrees to pay any such increase, despite the fees quoted at the time of the initial booking. If a regular Hirer does not agree to pay the fees that apply as per Council's fees and charges each year the Council may cancel this Agreement without any liability to the Hirer or any third party.
- c) If payment is overdue for a period of 14 days or more, the outstanding amount will be a debt due to Council and may be referred to a debt collection agency or other duly authorised agent of Council for collection. In addition, Hirers will be required to pay in full by the advised date prior to their booking.
- d) A bond may be required against potential loss or damage in the amount set out in Council's Fees and Charges.
- e) Refund of the Bond shall only be made if all obligations under this Agreement are fulfilled by the Hirer, no extra cleaning is required and no damage to the Venue or its contents is sustained on inspection by the Council after the Event, otherwise any applicable costs will be deducted from the Bond and any shortfall will constitute a debt immediately payable to Council.
- f) Council may at its discretion and without prejudice to its other remedies:
 - (i) suspend for such period and subject to such terms as Council in its discretion determines any entitlement to credit given to the Hirer pursuant to this Agreement.

- (ii) refuse to supply any further services or goods to the Hirer including the Venue hire until the Hirer has discharged all outstanding indebtedness to Council.

4. Additional charges, damages and security arrangements

- a) Council may invoice the Hirer for any damages or additional charges resulting from the Hirer's use of the Venue as follows. In addition to the Hire Charges, the Hirer may be charged for any:
 - (i) damage to the Venue caused during the Hire Period or by any breach of this Agreement;
 - (ii) theft, loss, damage or destruction of Council property during the Hire Period;
 - (iii) extra cleaning, rubbish removal, repair or reinstatement of the Venue which Council reasonably considers is required after the Event;
 - (iv) costs, losses or expenses that Council incurs due to any breach of this Agreement;
 - (v) emergency services call out for a non-emergency situation, or if an alarm is set off purposefully or through negligence, the full cost of the Fire Service or other security call-outs and alarm resetting; and
 - (vi) costs incurred if the Council is required to call a security guard.
- b) The Hirer will upon demand pay all of Council's reasonable expenses, including but not limited to cheque dishonour fees, debt collection fees and legal costs (on a solicitor/agent/client basis) in relation to the collection of all overdue moneys and/or any breach of this Agreement.
- c) The Council may require the Hirer to provide security staff or additional security measures for the Event where any unexpected or heightened risks are identified or perceived by Council (acting reasonably) in relation to the Event, including as a consequence of the nature of the Event, and/or the Hirer's actions or omissions in relation to the Event, or arising from any default by the Hirer under this Agreement (in which case the cost of all such additional security staff or measures shall be met by the Hirer).

5. Cancellation of hire

- a) Council may terminate any booking(s), any Event and/or this Agreement in its sole discretion if it considers:
 - (i) the Event will, or might, contravene any statute, order, regulation, bylaw, rule of law or any other requirements of a public or local authority, or otherwise be in breach of this Agreement; or
 - (ii) the Hirer has failed to describe the Event accurately or has provided misleading information; or
 - (iii) The Event will or might, be of an objectionable nature, in breach of reasonable standards of public decency or is likely to create a nuisance
 - (iv) that the management or control of the Event is deficient; or
 - (v) the behaviour of the guests or attendees of the Event is such that it would lead to danger or injury to any person or material damage to any property, including but not limited to the Venue.
- b) Council may cancel booking(s) due to emergency situations and adverse environmental/weather conditions. Council will endeavour to provide an alternative Venue. If the alternative option is not suitable, the Hire Charges and any Bond paid will be refunded:
- c) Council shall be entitled to suspend or cancel all or any part of this Agreement, in addition to its other rights and remedies, in any of the following circumstances:
 - (i) If any cheque tendered to Council in payment of any indebtedness of the Hirer under this Agreement is dishonoured upon presentment.
 - (ii) If the Hirer fails to meet any obligation under this Agreement.
 - (iii) If the Hirer ceases trading, is made bankrupt, wound up, dissolved, placed into receivership, statutory management, or liquidation, becomes insolvent, is unable to pay its debts in the ordinary course of business, or is removed, or is likely to be removed, from the register of companies.
- d) **If the Hirer cancels the Event**, Council will retain the Bond and Application and Processing Fee (if any) and the following cancellation provisions will apply. This clause applies on the basis of a genuine pre-estimate of loss to Council as Council may not be able to re-hire the Venue to another Hirer at the same or any price and Council will have taken steps to provide the Venue to the Hirer and it is not intended to operate as a penalty. Where cancellation occurs within:

- (i) Less than 30 days prior to the Event, 50% of the Hire Charges is payable; or
- (ii) Less than 7 days prior to the Event, 100% of the Hire Charges is payable.

6. Cleaning, rubbish and lock-up

- a) The Hirer is responsible for ensuring that the hired space in the Venue is left clean and ready for the next user at the end of the Hire Period. Any additional cleaning required will be charged to the hirer.
- b) At the end of the Hire Period the Hirer must remove all rubbish off site, and must leave the Venue, including car parks and adjacent areas, in good, clean and tidy order. Additional charges will be incurred if rubbish is not removed off-site.
- c) The Hirer acknowledges the rubbish facilities provided on Council reserves are to meet casual use only and are not intended to cater for organised events, and that the Hirer must remove and manage all waste created by the Event.
- d) The Hirer must return all access keys/fobs to the Council within 3 days after the Event (or in the case of a regular Hirer, after the last booked Event).

7. Liability

- a) Nothing in this Agreement is intended to limit or modify any rights that the Hirer may have under the Consumer Guarantees Act 1993.
- b) Subject to clause 8(a):
 - (i) the Hirer will indemnify Council, its officers, employees, and agents against all claims, demands, losses, damages, costs and expenses arising from the Event, the Hirer's use of the Venue, or any breach of this Agreement by the Hirer;
 - (ii) Council will not be liable for the loss of or damage to any of the Hirer's property or any third party's property in or around the Venue. Any equipment/property brought into the Venue is at the Hirer's own risk;
 - (iii) Council will not be liable for any loss or expense that the Hirer incurs if the Council is not able to make the Venue available to the Hirer as a result of any fire, flood, earthquake or similar catastrophic event, seismic or volcanic activity, outbreak of state of emergency, act of God, warlike hostilities, an Act of Parliament, regulation or direction or any strike or industrial action or epidemic (together "Force Majeure Event") which is beyond the reasonable control of Council. Where the Event is cancelled or does not take place in accordance with this Agreement due to a Force Majeure Event then all payments already made by the Hirer will be returned to the Hirer; and
 - (iv) to the fullest extent permitted by law, the Council shall not be liable to the Hirer for any loss arising under or in connection with this Agreement, including in relation to a Force Majeure Event, whether in contract, tort or otherwise, and in any event, the maximum amount of the Council's liability under or in relation to this Agreement for any loss, damage, claim or expense is limited to the Hire Charges.

8. Health and safety

- a) The Hirer will comply with the Venue's health and safety policies and procedures and the requirements of the Health and Safety at Work 2015 (and any amendments). In particular, the Hirer will:
 - (i) be prepared for an emergency evacuation;
 - (ii) evacuate the Venue if there is a fire or other emergency and direct all persons to the assembly area;
 - (iii) keep fire and emergency exit doors clear from obstruction at all times;
 - (iv) provide a cell phone for emergency purposes.
- b) The Hirer will ensure that during the Hire Period it acts in accordance with and at all times complies with:
 - (v) the Venue's "house rules" and policies and procedures regarding health and safety and building security and access, including but not limited to evacuation procedures, maximum number of persons at the Venue, no smoking policy, etc; and

- (vi) all of the Council's directions.
- c) The Hirer will immediately notify the Council of any risk or hazards which the Hirer observes or becomes aware of at the Venue and/or any near miss, notifiable event, incident, injury, illness, or accident it becomes aware of at the Venue whether or not the same involves any equipment or any of the Council's employees. The Hirer will provide the Council with such assistance as may be necessary to conduct any health and safety review or investigation.
- d) The Council will comply with the requirements of the Health and Safety at Work Act 2015.
- e) During the Hire Period the Hirer must ensure that no firearms, explosives, flammable liquids or other hazardous or dangerous substances (including dry ice, smoke machines, fireworks or pyrotechnics), nor any heavy plant, machinery or other equipment which may cause damage or injury to property or persons are brought into the Venue.
- f) The Venue is a strictly 'no smoking' Venue.
- g) Decorations must be approved by the Council before being installed in the Venue. Any approved decorations are to be completely removed by the Hirer as part of the pack-out.

9. Parking

- a) The Hirer shall ensure that no vehicle obstructs access or egress routes in any way, or contravenes any parking rules or restricted parking signs.
- b) Council cannot guarantee parking availability as it is limited at all Venues.

10. Miscellaneous matters

- a) No waiver or any breach, or failure to enforce any provision of this Agreement at any time by either party shall in any way effect, limit or waive such party's right to enforce and compel strict compliance with the provisions of this Agreement.
- b) This Agreement constitutes the entire agreement, understanding and arrangement (express or implied) between the parties and supersedes all prior and contemporaneous communications and any prior agreements between the parties regarding the subject matter of this Agreement.
- c) The Hirer shall not be entitled to directly or indirectly assign or otherwise dispose of (including by way of subcontract) any of its rights or interests in, or any of its obligations or liabilities under, or in connection with or arising out of this Agreement, except with the prior written consent of the Council, which consent may be withheld in the Council's absolute discretion.
- d) If at any time any part of this Agreement is held by a court of competent jurisdiction to be unreasonable, illegal, invalid or unenforceable for any reason whatsoever, that term will be enforced to the maximum extent permissible so as to affect the parties' intent, and the remainder of the Agreement will continue in full force and effect.
- e) Where the Council collects any personal information in relation to the Hirer, the Hirer authorises the:
 - (i) collection of such personal information;
 - (ii) use of such personal information for the purposes of enabling the Hirer to hire the Venue and for Council and/or the Council to perform this Agreement; and
 - (iii) disclosure of the personal information by Council and/or the Council to such third parties as is necessary for the purposes of enabling Council and/or the Council to administer and manage the hire of the Venue by the Hirer, and perform this Agreement, including but not limited to recovery of any monies owed by the Hirer under this Agreement.
- f) Personal information will be held by Council in accordance with the Privacy Act 1993. Should a Hirer wish to access or request correction of any personal information held by Council, he/she should contact the Council on **07 306 0500** or email info@whakatane.govt.nz.

In this Agreement, unless the context otherwise requires:

Agreement means the agreement between Council and the Hirer in regards to the Event and agreed Venue and includes these General Terms and Conditions, the application/booking form relevant to the Event, any attachments to this Agreement, and any confirmation letters/emails from Council.

Venue means the Wharfside and surrounding reserve and carpark.

Council means Whakatāne District Council.

Event means the purpose for which the Venue is hired as described in the application/booking form.

Hire Charges means the fee charged for the hire of the Venue only as specified in the application/booking form.

Hirer means the person(s) or legal entity named as Hirer in the application/booking form relevant to the Event.

Hire Period means that period during which the Hirer will hire the Venue as specified in the application/booking form.