



INDOOR RECREATION VENUES

Terms and Conditions of Hire

General

1. All groups must have a nominated point of contact at least 18 years of age who has responsibility for the venue and the members of the group during the hire period. The Hirer should ensure that children are actively supervised.
2. The Hirer or their point of contact, must be present for the duration of hire.
3. The selected Bay Venues facility can be hired for activities deemed appropriate by Bay Venues.
4. Animals are not permitted within our venues other than guide dogs for the visually impaired, registered companion animals or official animals of the police – except in the case of animal shows and exhibitions (subject to compliance laws)
5. The Hirer must not allow any illegal activities to take place in or outside of the venue during the hire period. All statutory rules, regulation and bylaws in force shall be strictly observed by the Hirer.
6. As Bay Venues' facilities are owned by a Council Controlled Organisation, they are subject to the Prohibition of Gang Insignia in Government Premises Act 2013. The Hirer shall ensure that no person shall wear or display gang insignia at any time in any facility being hired. Failure to comply may result in the booking being cancelled and a group being asked to leave. No refund will be given.
7. All boxing, wrestling and mixed martial arts events must belong to a boxing/wrestling association approved by the Minister of Internal Affairs and comply with the [Boxing and Wrestling Act 1981](#) section 3 and 4.
8. The capacity of the venue must not be exceeded at any time.
9. Bay Venues staff, the Venue Manager or their nominee will always have right of entry.

Bookings

1. The Hirer must state the type of activity or event the venue is being used for and only use it for that purpose.
2. The Hirer must only use the area in the venue that has been booked and confirmed back to them.
3. Hire of the venue excludes any use of external parks or reserve space. Park facilities can be booked by contacting Tauranga City Council 07 5777 000.
4. Set up and pack down times must be included in the requested hire period.
5. All equipment utilised during the period of hire must be cleaned (if needed) and returned to the correct position at the end of the hire period.
6. All people must follow the instructions from Bay Venues staff. Refusal to do so may result in the group being asked to leave the venue.
7. Venue personnel reserve the right to determine unacceptable behavior of individual(s) while on the premises, with this right being to cancel a booking or request an offender to leave. If this occurs no refund will be given.
8. The hire of our venues occurs within one calendar year that starts on 1st January and completes on the 31st of December. Hirers must rebook with Bay Venues for new and continued use each calendar year.
9. Bay Venues will do it's best to provide an accurate cost at the time of booking, based on the information provided to us at the time. Bookings may incur extra costs as per the 'Additional Charges' section of this document.
10. We reserve the right to change or update our pricing to reflect the increased costs of doing business. Where prices are increasing, we will provide at least one month's notice to affected groups.
11. Where a key is provided to a group, it may only be used to access the venue for booked times. Users may not access the venues outside of their booked times unless they have permission to do so by Bay Venues. Extra key requests may be accommodated at a cost of \$17 + GST per key. All access keys remain the property of Bay Venues and must be returned at the conclusion or termination of any bookings.
12. Failure to pay invoiced accounts by the due date may see future bookings suspended until payment in full is received. Payments not received by the due date maybe referred to a debt collection agency. The Hirer will be liable for all associated fees and any other costs associated with this debt collection.
13. There is limited storage in our facilities. Where storage is made available to your booking, a storage agreement must be completed, and the annual fee paid for each calendar year.
14. Users may be asked to shift their booking times to allow better optimisation of space and/or their preferred room/venue to accommodate bookings that are deemed by Bay Venues to necessitate the move e.g. events.
15. To cancel a booking, please refer to our Cancellation of Hire section relevant to your booking category.



Regular Hire

1. A Regular Hirer is any local not for profit Tauranga group who have ten or more regular recurring confirmed bookings.
2. Regular Hirer's must pay their bookings in advance except where there is an agreement in place to be invoiced.
3. Regular Hirers must submit their booking requests each year from the date announced for the following calendar year.
4. Any cash on arrival bookings must be paid for in full prior to the booking commencing.
5. To confirm bookings a regular Hirer must accept these terms and conditions within five working days of the booking confirmation being sent to them. The terms and conditions will be accepted after this time.
6. Invoice customers – Our preference is for all Regular Hirers to be invoiced. Prior to any accounts being invoiced a credit application form must be completed by the Hirer and approved by Bay Venues. Bay Venues approval is required before the start date of the booking – please allow at least ten working days for approval. Bookings are invoiced monthly and must be paid on time (20th of the following month). If payment terms are not met, the invoice option will be cancelled, and future payments will be required in advance of bookings taking place.

Standard Hire

1. Standard hire applies to groups from outside of the Tauranga City Council area, all one off or casual users and any group/individual hiring the venue for profit (instructors who receive fees from their groups). There are further definitions applied to this category in each venue. Please refer to your booking contact for more information.
2. Standard Hirers must pay all bookings in advance, this includes any Hirer's requiring an invoice for payment.
3. Any cash on arrival or casual bookings must be paid for in full prior to the booking commencing.
4. To confirm a booking, a standard Hirer must accept these terms and conditions within five working days of the booking confirmation being sent to them. The terms and conditions will be accepted after this time.
5. Standard Hirer's may request an invoice in advance, where their booking is at least ten working days away. The invoice will be issued to the Hirer and will be due immediately. Payment must be processed prior to the booking taking place.

Commercial and Event Hire

1. Commercial hire includes concerts, corporate events, gala dinners, conferences, expos, professional sporting events, ticketed events, large events, and any commercial entity hiring venue space.
2. Non-profit event hire includes any events run by non-profit organisations including non-ticketed regional or national sporting tournaments and non-ticketed small/medium events. Please note, you may be required to prove your legal status. Where there is any dispute, the event will default to Commercial hire.
3. The Hirer must provide an Event Management Plan which clearly outlines the event's purpose, details, pack in/out, parking, entrance/exit, crowd management, food & beverage, security, waste management, health and safety, risk management and a floor plan. For the event to proceed, the Event Management Plan needs to meet the approval of venue management.
4. Hirers must pay all bookings in advance; this includes any Hirer's requiring an invoice for payment.
5. A non-refundable deposit amounting to 25% of the hire fee is required to secure event bookings. This should be paid once we have confirmed your event. Your booking will remain tentative until such time as the deposit is paid.
6. The balance of the hire charge and bond must be paid in full seven days prior to the hire date, if not sooner or as agreed with Bay Venues.
7. To confirm a booking, a standard Hirer must accept these terms and conditions within five working days of the booking confirmation being sent to them. The terms and conditions will be accepted after this time.
8. Subject to the payment schedule above, the Hirer may request an invoice in advance. Please note the invoice must be requested to meet the payment timeframes above and must be at least ten working days prior to the event taking place. The invoice will be issued to the Hirer and will be due immediately. Payment must be processed prior to the booking taking place.



Bonds

1. Bond payments are required and must be paid in advance for the following bookings: Events, Tournaments, any booking involving food and/or alcohol consumption, bookings with large numbers of people, bookings in unmanned venues.
2. The bond payment will vary between \$150 - \$1,500 depending on the level of booking and potential risks. Bay Venues has full discretion as to the amount of bond required.
3. The Hirer is liable for all damages that occur to the property and venue equipment because of the hiring groups actions. Damage or problems experienced during the event may delay or change the release of the bond. In the event where full release of the bond is not completed a detailed list of withdrawals will be provided in writing to the group organiser.
4. If a bond is paid, this will be refunded in full within ten working days following the date of hire, if the following criteria is met:
 - No damage to property or equipment
 - All areas left in a clean and tidy state
 - Security conditions are met.
 - All pre-agreed timings or equipment use are adhered to.

Additional Charges

Bay Venues reserves the right to charge the Hirer for any additional charges resulting from the Hirers use. In addition to the venue hire quoted at the time of booking, the Hirer may be charged for:

- Any use of extra spaces and equipment not quoted at the time of booking
- Any damage to the venue caused during the hire period or through any breach of the terms and conditions of this agreement
- Any extra cleaning, rubbish removal, repair, or reinstatement of the venue which Bay Venues considers is required after the booking
- Any unreturned access keys or cards (including keys that are not returned on time to facilitate another user's access)
- Any emergency services or security call out which is triggered for a non-emergency
- Any unauthorised entry or overstay of booking times
- Any security issues
- Where a booking falls outside of our normal staffing hours in the venues that are staffed, a staffing fee may apply in addition to the hire charge. Staffed venues are closed during Public Holidays unless prior arrangements are confirmed; a fee per hour will apply in addition to the hire charge for a staff member to be on site.

Cancellation of Hire

All cancellations must be received by the venue in writing. Venue charges will still apply for no shows. Please refer to your category for periods of notice.

1. Regular hire – 30 days' notice required for cancellation.
2. Standard hire – 7 days' notice required for cancellation.
3. Commercial, Tournament and Event hire – 60 days' notice required for cancellation. Deposits made to the venue are non-refundable.
4. Bay Venues reserves the right to cancel or alter a hire agreement at the discretion of management. Every effort will be made by the venue to avoid cancelling any confirmed reservation. However, in the event of an emergency, beyond the control of the venue, a confirmed reservation may be cancelled. Should an event be cancelled for this reason, it will be rescheduled at a convenient time for the group and the venue. If rescheduling cannot be done, a full refund will be given.

Cleaning and Rubbish

1. The Hirer is responsible for ensuring the spaces and equipment they have hired are left in a clean and tidy state for the next user. This includes removing all personal items, static mopping, wiping down of benches, tables, chairs, mopping spills, removing any decorations, and ensuring rubbish is managed as per agreement.
2. Cleaning equipment will be made available to all hire groups.
3. Any additional cleaning performed by venue staff or contractors to get the facility back to a satisfactory condition may incur an additional charge.
4. The Hirer may elect to pay a cleaning fee – an agreement about what this fee includes will be made with you and recorded separate to this agreement.
5. The Hirer may elect to pay a separate rubbish removal fee – an agreement about what this fee includes will be made with you and recorded separate to this agreement.
6. A floor scrub may be charged to your event to recover wooden floors, due to the nature of your activity. In the case of events with food/alcohol, a floor scrub will be charged.
7. In unstaffed venues, all rubbish and recycling must be removed from the venue and the site.
8. In staffed venues, all rubbish and recycling use will be discussed with you at the time of booking. Rubbish exceeding container space must be removed from the premises by the Hirer.



Food and alcohol

1. Catering and alcohol services must be negotiated with management.
2. Venue vending machines must not be removed or covered.
3. The sale of food, including fundraising, requires a Food License which can be obtained directly from Tauranga City Council. Please discuss your requirements with the venue when you book. Please allow a minimum of five working days prior to booking for the license application to be processed.
4. If alcohol is to be sold or if your event is a ticketed event and liquor is complimentary (or included in the ticket price), a special liquor license is required. Contact the Tauranga City Council Liquor Licensing Agency on 577 7000 for more information - 20 working days is required for processing. If alcohol is to be consumed but no sale is taking place a 'Host Responsibility Agreement' certificate may be granted. An application must be completed and can be obtained from the Venue Manager. The application form must be returned to the Venue Manager for processing a minimum of 20 working days prior to your event.
5. Acquiring any necessary licenses or certificates (e.g. Liquor Licenses) will be the responsibility of the Hirer. Applications are available from the venue on request.

Furniture and equipment

1. Hirers are responsible for setting up, cleaning, and packing away any furniture and equipment used during their hire period. All furniture must be returned to the designated storage areas ensuring that fire exits are left clear at all times.
2. In manned venues, some equipment requires set up by trained and experienced staff members only – please confirm your requirements when you book.
3. The Hirer can elect to pay a set-up fee to have their furniture or equipment set up for them in advance. Please note this service does not apply to unmanned venues.
4. Furniture and equipment in venues are approximate only and may vary. Tables and chairs are provided. Bay Venues reserves the right to remove or replace furniture at each venue as it deems necessary. If the Hirer requires additional furniture and equipment to what is available, then it is the Hirers responsibility to organise this. Please talk to us about your requirements as we may be able to help.
5. The Hirer must not remove any furniture or equipment from our venues without permission from Bay Venues.
6. We reserve the right to remove and dispose of any equipment or furniture left in our venues within the month after the hire period.
7. Bay Venues takes no responsibility for any loss or damage to any equipment or personal item left in a venue either before, during or after the hire period.
8. Furniture and equipment must be carried or conveyed on trolleys and not dragged across the floors.

Noise, Neighbours and Music

1. The Hirer is responsible for managing their noise levels in an acceptable way that does not annoy any surrounding neighbours.
2. The Hirer must ensure that noise levels do not exceed limits as per Tauranga City Council's District Plan (45DBA).
3. In the event the noise is deemed a "nuisance" and Council receives two or more complaints from the public, a visit from an Enforcement Officer may result in an infringement. If the "nuisance" persists, Enforcement Officers have the right to confiscate sound equipment. Hire fees will not be refunded if the booking cannot proceed due to a noise complaint.

Security

1. All Hirers making bookings outside of business hours will be responsible for the security of the building. The Hirer will have access to alarm codes (where applicable) and property keys. All alarm codes and property keys will be given out prior to the booking (where necessary). Keys and alarm codes must remain with the nominated point of contact and kept secure at all times. In the event keys are lost or stolen, Bay Venues must be notified immediately, and any cost incurred for replacing the key and/or locks will be charged to the Hirer.
2. Where deemed necessary, the Hirer will be required to provide security services for crowd control purposes
3. Hirers shall enter the venue only during the times booked and only enter the spaces hired as per the booking agreement.

Health & Safety

A venue induction on the risks and hazards associated with the venue will be provided on booking – this induction will be provided either: in person, by email link, online, or on paper and will require your acknowledgement prior to your booking taking place.



Manned Sites

Please disclose any high-risk medical events to Bay Venues prior to your planned visit.

1. Every person in our venues is required to take reasonable care that they look after their own health and safety, and the health safety of other people in their group
2. Every group member is required to familiarise themselves with the Users' Risk Register. This register lists all potential sources of harm to users and the controls in place to prevent harm occurring.
3. If any new risks are discovered when the group is using one of our venues, report this to the Venue Manager immediately and take steps to control the risk so as to avoid causing harm.
4. Any incidents, injuries or medical events experienced while in our venues must be reported to the Venue Manager immediately. We have first aid facilities available and there are trained first aiders on site to provide immediate assistance.
5. In the event of an emergency, groups must follow the instructions of venue staff.
6. All exit ways must be kept clear and visible at all times.

Unmanned sites

Please disclose any high-risk medical events to Bay Venues prior to your planned visit.

1. There are no first aid facilities available onsite. User groups should have on hand their own first aid kit and ensure someone in the group is first aid trained.
Every person using our venues is required to take reasonable care that they look after their own health and safety, and the health safety of other people in their group.
2. Every group member is required to familiarise themselves with the Users' Risk Register. This register lists all potential sources of harm to users and the controls in place to prevent harm occurring.
3. If any new risks are discovered when the group is using one of our venues, the Hirer must report this to the Venue Manager immediately and take steps to control the risk so as to avoid causing harm.
4. Any incidents, injuries or medical events experienced while in our venues must be reported to the Venue Manager as soon as possible.
5. In the event of an emergency, groups must follow the procedure as supplied during induction.
6. All exit ways must be always kept clear and visible.

Other Considerations

1. No smoking or vaping is permitted either inside our venues or near the entryways to our venues.
2. Strictly no chewing gum allowed on any venue floors.
3. Parking on grass areas is prohibited.
4. Consumption of food and drink is limited to designated areas only.
5. Only appropriate sports or casual shoes are allowed on stadium court areas. Stilettos damage stadium floors and must not be worn accordingly.
6. No vehicles/machinery allowed onto the sports floor of any Bay Venues facility without prior written consent.
7. Any damage to the building or the assets of the venue will result in the replacement or repair of the damaged property at the Hirers cost.

Covid 19

From time to time the hire of our venues may be impacted by government directives. It is a condition of entry to our venues that you and your group will abide by any direction we give you regarding Covid 19.

1. All bookings require a Covid 19 management plan before your booking will be accepted to our venue.
2. Your Covid 19 management plan must be conveyed to all people who will use our venue as part of your booking.
3. Your Covid 19 management plan must be actively practiced by your group.
4. Your booking may be cancelled until further notice if your participants are not actively adhering to your management plan and to our directives.

Liability

1. Hirers shall agree to hold the venue fully harmless and indemnify it against any and all suits, damages, claims, causes or actions which may arise out of use of the above-described property.
2. The manager at their discretion may refuse any application of hire, waiver specific conditions, or cancel any booking without assigning any reason.
3. This booking is not confirmed unless the hiring party signs this Terms & Conditions of Hire and returns it to Bay Venues.

This booking is not confirmed unless the hiring party signs this Terms & Conditions of Hire and returns it to Bay Venues.

*Signed:	Enter you Name Here	Date:	Please Select a Date
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****Your Name here indicates the acceptance of the terms and conditions of use of this venue.
If you have any questions regarding these terms, please discuss with the Venue Manager.***