



# TORBAY SAILING CLUB

## HALL USE AGREEMENT

The Agreement sets out minimum terms and conditions for the casual use of the Torbay Sailing Club (TSC) Hall, located at 948 Beach Road, Waiake, North Shore, Auckland.

### AUCKLAND COUNCIL CONDITIONS

1. The Auckland Council permit relevant to the use of the Hall allows functions to proceed to 12:00 midnight only.
2. The Auckland Council permit allows a maximum of 120 people to attend functions in the Hall.
3. No rubbish of any kind is permitted to be left in the Auckland Council bins on the reserve or on the curb side.
4. Compliance with all relevant Auckland Council bylaws regarding noise and nuisance is required.

**Failure to comply with these conditions may result in the forfeiture of your bond.**

### TORBAY SAILING CLUB INC CONDITIONS

#### 1. Definition of "Hall"

For the purposes of this agreement, "Hall" includes the main hall, kitchen, upstairs toilets, deck, and the immediate grounds.

#### 2. Provided for use

- Approximately 60 chairs and 10 trestle tables
- Stove & hob
- Dishwasher
- Microwave
- Some refrigerator space

#### 3. To be provided by Hall users

- Additional toilet paper
- Paper/fabric towels
- Crockery/glasses/cutlery

# TERMS OF HIRE

## 1. Purpose and Fees

- 1.1. The Hall is to be hired for the purpose specified in your booking only
- 1.2. The Hall hire period of use is strictly between the hours stated in your booking confirmation.
- 1.3. Cleaning may be applicable. Please refer to your booking confirmation.
- 1.4. The booking will not be secure until the Hall hire fee is paid in full. All fees can be found in your booking confirmation.

## 2. Bond

For casual bookings, a bond of \$500 will be automatically authorised by SpacetoCo. The authorisation will be released within a week of the end of the hire period upon the return of the key and an inspection of the Hall by the Hall Manager and provided that the conditions of the Hall Use Agreement have been met.

## 3. Access

- 3.1. One key to the Hall will be issued and will not provide access to the boat shed or side rooms.
- 3.2. TSC retains the right to access the Ground Floor rooms and the boat shed.
- 3.3. Access to the building is strictly between the hours stated in your booking confirmation. Any access outside of these times is at the discretion of the Hall Manager.
- 3.4. No vehicles should be parked on the driveway in front of or beside the building, except when used for loading. Once loading is complete, vehicles must be moved to the parking available in the adjacent car park.

## 4. Wet Gear

No wet clothing or gear of any kind is to be worn beyond the entry corridor and changing rooms / washrooms on the ground floor. Wet clothing or gear is **PROHIBITED** on the stairwell, in the elevator, or in the hall / kitchen area.

## 5. Cleaning

- 5.1. No special cleaning beyond the normal schedule of weekly maintenance will be undertaken prior to the Hall user's occupancy on the agreed date. Agreement to use the Hall presumes acceptance that it will be provided in an "as is" condition. Routine weekly professional cleaning is usually performed on a Sunday evening.
- 5.2. If cleaning is not included in the Hall hire fees, it is the hirer's responsibility to return the building to its pre-hire condition. If it is deemed that professional cleaning is required following the hire, a fee of \$175.00 will be deducted from your bond.

## **6. Return Condition**

- 6.1. The Hall is to be left undamaged, clean, and in tidy condition with all rubbish removed from the premises and from Aickin Reserve.
- 6.2. TSC will not accept responsibility for anything left in the Hall by users.
- 6.3. Misuse or discharging of fire extinguishers will be charged out of your bond. Any damage to the Hall or environs must be reported to the Hall Manager immediately upon conclusion of hire. The cost of repairs or any damage is to be paid in full by the undersigned. **No drawing pins, staples, or fixtures to be used on wall surfaces.**

## **7. Naked Flame**

- 7.1. No fires, gas fires, smoke machines, candles, cigarette lighters, matches or other naked flames of any kind are permitted in the Hall or on the decking of the Hall. The Sailing Club barbecue can be used only with prior permission.
- 7.2. Activation of the fire alarm automatically results in the fire brigade being called. Any activation by means of the above or manual trigger and subsequent attendance by the fire brigade will therefore result in the forfeiture of your bond in full.

## **8. Behaviour**

- 8.1. Behaviour of the hirer and hirer's guests must be always of a socially acceptable standard while on the TSC premises. Any complaints from neighbours or if the police are called out for any reason, it is at the Hall Manager's discretion whether there will be any deductions against or forfeiture of your bond.
- 8.2. If, due to any breaches in the terms of this agreement, the Hall Manager is called out during the event, an \$80.00 call out fee will be deducted from the bond.

## **9. Smoke Free Area**

The TSC premises including surrounds is a SMOKE FREE area. Ensuring your guests comply with the NO SMOKING AND VAPING condition is YOUR RESPONSIBILITY. Failure to comply will result in the forfeiture of your bond.

## **10. Indemnity**

The undersigned agrees to indemnify the TSC against any third-party claims arising during the period of use and related to their use of the Hall.

## **11. Force Majeure**

The TSC shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Natural Force Majeure Event.

## **12. Health & Safety**

The 'Hirer' as named below shall be responsible for the Health & Safety of all users of the Hall during the Period of Use. This includes familiarisation with the 'Emergency Evacuation Plan' and being the designated 'Warden'.

### **13. Cancellation**

Cancellation of the event up until 14 days prior to the event, a 100% refund will be offered. After that, a 50% refund will be offered.

#### **Torbay Sailing Club Inc.**

Janine Oxley  
Hall Manager

021 1844 580  
[hire@torbaysailingclub.org.nz](mailto:hire@torbaysailingclub.org.nz)