



To whom it may concern

TECT Park – Arrival Centre Booking Application and Conditions of Hire

Thank you for your booking enquiry for the TECT Park Arrival Centre. Attached you will find the Arrival Centre Booking Application Form and Conditions of Hire. Please ensure you read the Conditions of Hire before signing the Booking Application Form, then return this to tectpark@westernbay.govt.nz Key Bonds and any applicable Hire Fees are required to confirm the booking, once the booking has been approved.

This venue is un-staffed; you will therefore require a key to access. Keys can be organised by calling 07 571 8008, or by visiting the Western Bay of Plenty District Council at 1484 Cameron Road, Tauranga, once the completed Booking Application Form has been approved. A \$50 key bond is required for the Arrival Centre Key, refunded to you on return of the key. **Payment by cash** for the Key Bond requires **payment separately to any Hire Fee**, which enables Council to refund on return of the key. Eftpos or Online Payments will delay the return of the Key Bond by approximately one week. Keys required for access further into the Park require authority, plus a \$100 Bond.

The Arrival Centre is available for hire for **Park related activities**. Western Bay of Plenty District Council entrusts the care and safety of the venue to the persons hiring and using it. 'Conditions of Hire' have been adopted, to effectively manage the use of the Arrival Centre and to protect the interest of all users. Please ensure all members of your group, are made aware of these Conditions.

Please also ensure you either scan the COVID-19 QR Code on arrival, or sign your visitors into the Register. All visitors must comply with the Ministry of Health COVID-19 measures, relevant to the current Alert Level <https://covid19.govt.nz/alert-system/current-alert-level/>

Please note that a **50% Cancellation Fee** is applicable, for cancelled bookings, with less than 24 hours notice.

Yours faithfully

A handwritten signature in black ink, appearing to read "Julie Webb", is written over a light grey circular stamp.

Julie Webb
Project Coordinator Reserves and Facilities

Arrival Centre Booking Application Form
TECT Park

I/We hereby make application for the use of the TECT Park Arrival Centre

Name of Applicant(s): _____

Signed by Applicant(s): _____

Name of group/organisation: _____

Postal address: _____

Phone numbers: _____

Email address: _____

Additional contact people/phone numbers: _____

Name of event/meeting (AGM etc): _____

Expected number of attendees: _____

Purpose of event: _____

Details of proposed event/meeting: _____

Dates required

Date required	Start Time		Finish Time
		to	
		to	
		to	
		to	
		to	

ALL bookings will be confirmed by the Project Coordinator Reserves and Facilities

A2229124

Fees

Declaration

I have read and **I agree to abide by the Conditions of Hire**. I agree to indemnify Western Bay of Plenty District Council for any loss or damage arising directly, or indirectly, from the use of the property that is the subject of the Conditions of Hire.

<p><u>Authorised Hirer</u></p> <p>Name _____</p> <p>Signature _____</p> <p>Date _____</p>	<p><u>Office Use Only - Booking approved:</u></p> <p>Name _____</p> <p>Signature _____</p> <p>Date _____</p>
<p>Arrival Centre Hire Fee</p>	<p>\$50/Half day \$75/Full Day</p> <p>Amount Paid _____ Date _____</p> <p>Cash/Eftpos/Online Payment (Please circle)</p> <p>Receipt Number _____</p>
<p>Arrival Centre <u>Separate Key Bond</u></p>	<p>Please return all keys promptly</p> <p>\$50 (If applicable) Date _____</p> <p>Cash/Eftpos/Online Payment (Please circle)</p> <p>Manual receipt can be issued</p>
<p>Park Key Bond (If required) Approval by Park Manager only</p> <p>Key Number _____</p>	<p>Please return all keys promptly</p> <p>\$100 (If applicable) Date _____</p> <p>Cash/Eftpos/Online Payment (Please circle)</p> <p>Manual receipt can be issued</p>
<p>OFFICE USE ONLY</p> <p>GL 44 03 02 3380 ALL fees paid and keys/bonds returned</p>	<p>Name _____</p> <p>Signature _____</p> <p>Date _____</p>

Conditions of Hire

COVID-19 - Please ensure you either scan the QR Code on arrival, or sign all visitors into the Sign In Register and be aware of the current Alert Level Restrictions <https://covid19.govt.nz/alert-system/current-alert-level/>

1. Cleaning and Rubbish Removal

The booking organiser/host is responsible for leaving the venue in a **clean and tidy condition**. **All furniture should be replaced** as it was found and **all rubbish must be removed**.

Please ensure all surfaces are disinfected at the end of each booking. Cleaning materials are available inside the Arrival Centre. The surfaces that require cleaning are:

- a) All table and bench tops.
- b) All chairs.
- c) All door and drawer handles.
- d) The microwave door and buttons, if used during the booking.
- e) The fridge door, if used during the booking.
- f) The computer keyboard and mouse, if used during the booking.
- g) Any other Arrival Centre equipment that has been used during the booking.
- h) Please note that the public toilet area is cleaned by Park Staff.

2. Additional Charges

A refundable bond may be required for bookings. Council may make deductions from the bond or charge an additional fee if:

- a) The venue, equipment, fixtures or fittings are damaged in any way.
- b) Extra cleaning is required following your use.
- c) You enter into, or remain within the venue outside the booking period as stated in this application.
- d) Keys are not returned on time.
- e) Rubbish is left within the venue.
- f) The venue is left unsecured and the Hirer fails to notify the Western Bay of Plenty District Council (Council).
- g) Any other breach of these conditions has occurred, resulting in call out charges or other costs.

Please call **07 571 8008** at the beginning of your hire, to inform Council if you feel the previous user did not leave the facility in an acceptable condition. Council will attribute any additional charge to the relevant user.

3. Arrival Centre Booking Application Form

To confirm your booking, your Arrival Centre Booking Form must be signed by an authorised person, 18 years of age or over and returned to the Western Bay of Plenty District Council before the date of hire, along with any required hire, Hire Bond Fee and Key Bond Fee, if required.

4. Breach of Conditions (including special conditions)

Any breach of these conditions may result in:

- a) Forfeit of all or part of the bond (if taken).
- b) Closure of the event.
- c) Refusal to accept future bookings.
- d) The Hirer being invoiced for any extra costs incurred (unless covered by bond).

5. Cancellation

For confirmed bookings, Council reserves the right to charge a **50% Cancellation Fee** for cancellations with less than 24 hours notice. Council also reserves the right to cancel any booking, for any reason it sees fit.

6. Disorderly Conduct and Noise

Keep noise levels to a minimum at all times, to avoid disturbances to other groups and neighbouring properties. Please note that the Park Ranger also lives on site. You must take all reasonable steps to prevent disorderly conduct inside and outside the venue, throughout the period of hire. The Hirer must comply with Council's District Plan provisions regarding noise 4C.1.3.2. (f). Failure to comply with these provisions may result in the early closure of your event and/or a fine and/or enforcement action taken under Council Bylaws, such action may include confiscation of the Hirer's sound equipment.

7. Disputes

In the event of any dispute arising as to the meaning of any of these Conditions of Hire, or between the Hirer and any representative of the Western Bay of Plenty District Council. The decision of Council or its delegated representative shall be final.

8. Health and Safety

Western Bay of Plenty District Council has a responsibility to ensure a safe environment in and around its buildings. If you identify any potential hazards, please contact Council as soon as possible, on 07 571 8008. Under Health and Safety legislation everyone is responsible for ensuring the safety of all persons in and around the venue. The Hirer is responsible for ensuring adequate controls are in place to deal with any hazards introduced to the area, by any person during the hire period and to ensure the safety of all persons in the vicinity.

9. Emergencies / Fire Safety

An Emergency Procedures sheet is displayed inside the Arrival Centre. In the case of an emergency, please evacuate the venue immediately and dial 111. Please note cell phone coverage is limited in pockets of the Park. There is a Ranger Radio by the Ranger Station but this may not always be manned.

10. Keys to Building

You will be issued with a key to gain entry to the building. All keys are the personal responsibility of the Hirer, for the duration of the hire period and must be returned before 5pm, on the Monday following hire. There is an after hour's delivery slot at Barkes Corner for convenience but this will delay the return of your key bond. Loss or damage of keys must be reported immediately to District. Replacement will be at the cost of the Hirer.

11. Liquor Licensing and Sale of Food

No liquor is to be sold, supplied or consumed (including BYO) at the venue without a Special License from the Liquor Licensing Agency. Application forms are available on Council's website www.westernbay.govt.nz. You will need to request a letter of consent from the land owner (Park Manager). Please advise the Project Coordinator Reserves and Facilities at least 5 days prior to your application, if this is required. An application must be made to Council at least **25 working days** before the event date. This includes a 20-day statutory waiting period under the Sale of Liquor Act 1989. The license must be displayed on the premises throughout the duration of the event. Food cannot be sold without obtaining the appropriate permit from Council. These application forms are also available on the Western Bay of Plenty District Council website and take 7 days to process. Please note that food to be sold, must be prepared in a licensed kitchen and sold in the wrapping that it leaves the licensed kitchen in.

12. Loss or Damage

You are responsible for any loss or damage to the property, furniture, appliances, fixtures or fittings situated at the Arrival Centre during the period of hire, for which you are liable. Council accepts no responsibility for any loss or damage to any property belonging to either the Hirer or any other person. The security of personal items is your responsibility.

13. Indemnity

Council shall not be liable for any loss or damage caused or arising out of the use of the premises by the Applicant. The Applicant shall throughout the booking, indemnify the Council against all actions, claims, suits and demands arising out of the use of the premises or anything done and omitted to be done thereon by the Applicant, its members, invitees, agents or employees AND without limiting the Applicant's liability under this Clause the Applicant shall maintain throughout the term of the booking a public liability insurance policy in their own name and noting the Western Bay of Plenty District Council for their respective interests against any damage, loss or injury for which the Applicant is liable to indemnify the Western Bay of Plenty District Council.

Such public liability insurance shall be effected with an insurer and in terms approved by the Council (which approval shall not be unreasonably or arbitrarily withheld) and for at least \$1,000,000 in respect of any one claim or series of claims arising out of the same occurrence and the Applicant shall, at the commencement of the booking whenever subsequently required, produce the policy and the receipt for payment of the current premium, to Council.

14. Prohibited

To prevent any damage to the venue and/or to comply with relevant legislation we prohibit:

- a) Smoking indoors.
- b) Open fires, smoke machines, naked flames (including candles and kerosene lamps), barbeques or spits, without prior consent of Council.
- c) Chewing gum.

15. Protection (applicable to outside the facility and the surrounding area)

To prevent any damage to our Park and forested areas we insist that you:

- a) Use formed paths/trails and ensure this is monitored and that all participants of the event are aware.
- b) Do not trample or squash landscape plants.
- c) Stay out of roped off areas to prevent damage to vegetation.
- d) Do not allow any vehicles to pass the kerb line. Exclusion from this clause is only available with prior permission from the Park Ranger or Park Manager.

16. Security

The Hirer is responsible for securing the facility upon leaving the venue. You must ensure:

- a) All lights, heater and electrical appliances are turned off, **excluding** the kitchen hot water heater.
- b) Windows and doors are closed and locked.
- c) Wood stove is closed and left to burn out, if used.

17. Special Conditions of Use

Organiser of Park Events will:

- a) Pick-up and **remove all rubbish** relating to the event leaving the area in the condition it was found. Where the event is on a large scale the surrounding street/area must also be clean.
- b) Not tie/fix or otherwise attach any structure, banner or flag to any tree or shrub.
- c) Keep all activities off and away from planting areas.
- d) Stick to designated access ways, boardwalks, etc.
- e) Park any vehicles on, or drive beyond the grass verge where the event is held, unless prior approval is received from the Park Manager.
- f) Disclose all aspects of the event to the Park Manager, prior to the event and acquire any and all approvals required for the sale of food, beverage, alcohol and erection of any tent/marquee over 50m² in size. Please note that a liquor license is still required if the beverage is just given away, or otherwise provided for consumption. Please see Section 11 for further information.
- g) Ensure that any structure complies with the Building Act 2004. The Act considers a building to be any platform, bridge or the like, from which you can fall more than 1 meter. Size is not relevant in this case.
- h) Not display any sponsor reward/installations/trailers etc. without the permission of the Park Manager.
- i) Ensure that there is no promotion of activities after the hours of darkness and accept responsibility and manage any person or persons that are attracted by the activity, regardless of the time of day.
- j) Not use amplified sound at an event in excess of that permitted by the temporary activity provision in the District Plan. A copy of the District Plan can be found on Council's website www.westernbay.govt.nz. Temporary activities provide for a level 70dba L10 at the boundary of the closest residential property. **PLEASE NOTE:** the 70dba L10 noise level does not apply to private functions where the noise generated must remain at less than 45dba L10 which is the underlying noise level for the zone set by the District Plan. Please see Section 6 for further information.
- k) Complete a traffic assessment, for larger groups, that encompasses traffic flow in and around the event.
- l) Not conduct any temporary commercial activities, without prior approval from Council.
- m) Control all access to the ground by motor vehicle, to remove or minimise potential damage to the turf. You will need to pay, to rectify any damage.
- n) Not dig any holes, pits or trenches.
- o) Identify where underground services are, before erecting any tents or shade canopies and agree to meet the costs to repair any service damaged.
- p) Not have any activity that involves the use or breaking of glass.
- q) Provide a copy of an event Risk Management Plan (not required for hiring the Arrival Centre).
- r) Demonstrate a minimum of \$1,000,000 public liability insurance is in place.
- s) Provide for Park Manager with a schedule of all signage (sign, size and placement) that promote the event, for approval.

18. Equipment available at the Arrival Centre

- a) Kitchenette with small fridge, instant hot water, approximately 30 mugs, some plates and assorted cutlery – Please note: There is no oven or cook top available for use. There is a microwave.
- b) Seating for approximately 32 people, along with five tables.
- c) Log fire and heat pump.
- d) White board, pens, large monitor/screen for use with your laptop. Connecting cable on site. **Require HDMI connection**, or insert a memory stick in to the on-site computer.
- e) Lecturn.
- f) Public toilets.
- g) Emergency telephone access to the Arrival Centre – **Phone 07 929 7187**.
- h) **Arrival Centre Wi-Fi login details:** Login "wbopguest" and Password "katikati".
- i) Public BBQ – **Please note** that the electric BBQ is not exclusive to people booking the Arrival Centre.

A2229124

Office 07 571 8008 | Email tectpark@westernbay.govt.nz | tectpark.co.nz

Private Bag 12803, Tauranga Mail Centre, Tauranga 3143

**PLEASE NOTE: THERE IS LIMITED CELLPHONE RECEPTION IN SOME AREAS OF THE PARK
AND THERE IS NO PUBLIC Wifi
Internet access and an emergency phone can be used while hiring the Arrival Centre - See 18(g) & (h)**

A2229124

Office 07 571 8008 | **Email** tectpark@westernbay.govt.nz | tectpark.co.nz
Private Bag 12803, Tauranga Mail Centre, Tauranga 3143