

# Toi Pōneke Arts Centre Terms and Conditions of Hire

## 1. Booking and Payment

- a. Room hire rates are subject to periodic review, so may differ from charges quoted on your initial inquiry.
- b. The Hirer is to include in their booking any set up or pack out time that may be required. Should the event continue after the finish time, any additional room hire or equipment hire will be payable at the appropriate rate, pro rata, hourly or parts thereof.
- c. All bookings made through Toi Pōneke via email, telephone, or verbal communications are regarded as confirmed bookings, and require 48 hours notice for alteration or cancellation. Pencil bookings will only be made by request, and must be followed up with confirmation or cancellation no later than 48 hours before their commencement. Failure to do this may result in the removal of the booking or bookings from the schedule.
- d. Full payment is required from 'Pay As You Go' customers before commencement of the booking. Invoiced customers must pay on or before the date stated on the invoice.

## 2. Alterations and Cancellations

- a. Toi Pōneke Arts Centre must be notified of any alteration or cancellation with a minimum of 48 hours' notice before the start time of the booking. Failure to do so will result in full payment for the booking.
- b. Toi Pōneke Arts Centre reserves the right to alter or cancel any booking provided it gives the Hirer 2 weeks notice.
- c. Toi Pōneke Arts Centre is not liable for any loss or expense incurred by the Hirer if Toi Pōneke Arts Centre is unable to make facilities available due to an event outside of Toi Pōneke Art Centre's control including, without limitation, fire, flood, earthquake, the requirement of any authority (eg COVID-19 restrictions) etc.
- d. Toi Pōneke Arts Centre is a Civil Defence Welfare Centre and can therefore be called into service by Civil Defence in the event of an emergency. Toi Pōneke Arts Centre is not liable for any loss or expense incurred by the Hirer if this occurs.

## 3. Health and Safety

- a. In conjunction with Toi Pōneke Arts Centre the Hirer shall take all practicable steps to ensure the risks to health and safety are eliminated, or if elimination is not possible, minimised to the maximum extent possible and as required by the Health and Safety at Work Act 2015.
- b. The Hirer will read ,and comply at all times with the fire and emergency evacuation procedures as posted inside Toi Pōneke Arts Centre.
- c. The Hirer will be responsible for the behaviour of its invitees/participants and must procure that such activities and persons adhere to the rules of Toi Pōneke Arts Centre at all times.
- d. The Hirer shall comply with any notice or direction given by Toi Pōneke Arts Centre relating to the control, safe use, security and protection of Toi Pōneke Arts Centre and its users.
- e. Hazardous substances are not permitted at Toi Pōneke Arts Centre. The Hirer seek Toi Pōneke Arts Centre's prior written consent if they want to bring onto site any substances that may emit fumes.
- f. The Hirer may not do any hot work on site, including grinding, soldering, work with an open flame without the prior written consent of Toi Pōneke Arts Centre and will; advise reception before any permitted works commence.
- g. In the unlikely event that you experience any threatening personal confrontation or observe suspicious behaviour on the premises, please report this to reception immediately. Or contact Council Security on 04 801 3373 if it is after hours.

## 4. Security

- a. For after-hours bookings Toi Pōneke Arts Centre will provide the Hirer with a security swipe card. If this is not returned on the agreed date the Hirer will pay a \$20 replacement fee.
- b. External doors may not be left or wedged open. Doing so will incur a \$50 fee to be paid by the Hirer.
- c. The Hirer will not permit any person into the buildings other than their invitees/participants..

## 5. General

- a. The Hirer will ensure that noise is kept to a reasonable level so as not to disrupt or impact other Toi Pōneke Arts Centre users or neighbours. Wellington City Council noise regulations must be adhered to at all times.
- b. The Hirer will notify Toi Pōneke Arts Centre promptly of any incident or damage that occurs to the Toi Pōneke Arts Centre or grounds or any other property.
- c. Alcohol is not permitted to be served without written permission from Toi Pōneke Arts Centre. The Hirer agrees that under no circumstances is alcohol to be sold at an event. Aside from water, food and beverage sale is at the permission of the Manager only. This must be declared at the time of your booking.
- d. The Hirer shall ensure its invitees/participants do not use any rooms or equipment that do not form part of the booking.
- e. The Hirer acknowledges and agrees that all property or equipment brought into Toi Pōneke Arts Centre will be suitable for use within the property and will not pose a danger or nuisance to any user and will be removed at the end of the booking.
- f. The Hirer acknowledges that all persons using the Toi Pōneke Arts Centre (including bringing onto the site any equipment, property and/or possession) do so at their own risk in all respects.
- g. The Hirer will be responsible for the cost of repair or replacement of equipment, property or facilities which have been damaged as a result of any act or omission of the Hirer or any of its invitees/participants.
- h. When vacating the Toi Pōneke Arts Centre, the Hirer will ensure its invitees/participants leave the area in a clean and tidy condition, including ensuring:
  - Furniture put back in its original position.
  - Lights, heaters and equipment switched off.
  - Rubbish removed from the room and placed in the appropriate bins.
  - In the event a large amount of rubbish is produced, the Hirer agrees to remove the rubbish from the Arts Centre.
  - If a kitchen has been used it is to be left clean and tidy with crockery, cutlery and glassware washed and put away.
  - The Hirer agrees that failure to leave the room and kitchen in a clean and tidy condition and to remove rubbish may result in a \$50 fee.
- i. Animals (other than service animals) are not allowed in casual room hire spaces unless prior agreement with the Manager.
- j. Where the Dance Studio is being used, the Hirer agrees to sweep the Dance Studio Floor before their booking time ends. Failure to leave the Dance Studio in a clean and tidy condition and to remove rubbish may result in a \$50 fee.

## **6. Car Parking**

- a. The car park at the rear of the buildings is a combination of Pay and Display and reserved parks.
- b. Toi Pōneke Arts Centre accepts no responsibility for charges incurred by users not displaying a ticket or being parked in a reserved park.
- c. Toi Pōneke Arts Centre accepts no liability for cars parked onsite.

**By making a confirmed booking you have agreed to these  
Terms and Conditions for present and future bookings.**