



**The Auckland SPCA Thelma French Education Centre
Hire Agreement 2007/2008**

1. Hiring Agreement

Please read this document carefully. Your payment of the 20% deposit, with the lodging of the Application Form, is taken as your acceptance of the Auckland SPCA Education Centre (hereafter referred to as the Centre) hire agreement.

2. Deposit

A deposit of 20% is to be made and forwarded along with the Application Form. Deposit can be made via cheque made out to 'Auckland SPCA'.

3. Bond

All applicants will be required to supply a cheque or credit card details as a bond for hire of the facility. After satisfactory inspection of the premise at the completion of the booking this will be returned or destroyed. If damage to the facility has occurred, the Auckland SPCA reserves the right to use the bond or part thereof to pay for repairs to the damaged property.

4. Venue set-up

The Auckland SPCA will arrange for the Centre to be set up in accordance with the hirer's requirements. This information must be received at least one week prior to the event. The Centre will be cleaned by Auckland SPCA contractors at the completion of the event. This service is included in the Centre hiring charges and is non-negotiable. It is the responsibility of the hirer to ensure the Centre is left in a tidy condition.

If required, instructions regarding use of venue equipment will be provided, by appointment only, prior to the function.

5. Venue Access and Security

A member of Auckland SPCA staff will be on site at all times during the hire and will be responsible for the opening of the Centre in preparation for arrival and the securing of the Centre post hire.

6. Parking



Parking is available in the Auckland SPCA car park directly in front of the Centre.

7. Building Code

Please note that all hirers must comply with all aspects of the Health Act, Building code and Fire Regulations, in particular:

- Maximum capacity of the auditorium is 150 people
- No Fire Exits can be obstructed at any time
- A No Smoking policy is in force inside the Centre at all times
- Any Fire Brigade call-out costs will be forwarded to the hirer if the alarm is set off due to a false alarm
- George's Barn is off limits at all times unless by prior arrangement and only when accompanied by an Auckland SPCA member of staff

Failure to adhere to instructions may result in the cancellation of the event.

7. Application

Each application for use must be made on the required Application Form, signed by the applicant, stating the purpose, hours required and containing the applicants undertaking to comply with the conditions of hire.

Where application is made on behalf of an organisation or body of persons, the applicant will state the name of such organisation and the authority of the applicant for making such application, together with private and business telephone numbers of the applicant.

8. Refusal to let

The Auckland SPCA reserves the right to refuse or cancel a booking where rules and regulations are not met or where it is not satisfied the activity is consistent with the policies and principles of the Auckland SPCA.

9. Hire Fee

- Tentative bookings. These will be accepted up to 14 days prior to the date of the function. The bookings will be confirmed only upon the lodging of the Application Form and payment of a 20% deposit within this period. Confirmation will be then made via letter.
- Full Hire. The full hire fee as determined by management will be paid to the Auckland SPCA at least 5 working days prior to the function.

- Bond. The bond as discussed with the Education and Conference Centre Co-Ordinator will be paid at the time of booking. It will be returned within 30 days after the function subject to a site inspection to ensure no damage to the Centre has occurred.
- Kitchen. Hirers using the kitchen must leave it in a clean and tidy state at the end of the function.

10. Limit of Hiring

The hirer will only be entitled to use the particular part or parts of the building requested. The Barn area is off limits unless requested in the Booking Form and accompanied by a member of Auckland SPCA staff.

11. Sub-letting

No portion of the Centre will be sub-hired or any hire transferred or assigned without prior written consent of the Auckland SPCA.

12. Gambling

No game of chance, where either directly or indirectly money is passed as a prize, will take place in the Centre without first obtaining the written consent of the Auckland SPCA.

13. Kitchen facilities and appliances

Hirers need to advise the Auckland SPCA Education and Conference Co-Ordinator of any gas or electrical appliances they intend to use. Permission may be denied for some appliances. Hirers need to ensure that upon leaving the kitchen at the end of a function that all appliances are turned off and that the kitchen is clean. Rubbish must be placed in bins and garbage bags.

14. Smoking

Smoking is not permitted within the Centre but is permitted on the outside deck where a receptacle for cigarette butts is located. It is requested that the hirer advise all Centre users about the No Smoking Policy.

15. Decorations

No stage property, electrical installation, appliance or decorating materials (including wall fixtures) of any kind will be brought into the building without the



written permission of the Auckland SPCA. The use of confetti or streamers or similar articles of decoration is prohibited without the written permission of the Auckland SPCA.

16. Release and Indemnity

The hirer releases, discharges, indemnifies and holds harmless the Auckland SPCA, its staff, volunteers and independent contractors:

- from any legal liability whatsoever arising from the participation or use by the hirer and/or any persons associated with the hirer, and in the activity of conducting the activity at the Centre due to any cause other than the act, default or negligence of the Auckland SPCA or its staff.
- from any and all loss, damage, expenses, claims, demands, actions and causes whatsoever which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss or damage arising in any manner with respect to the hire of the Centre.
- for all loss or damage to any property, buildings, equipment or materials of the Centre and/or any persons on or outside the Centre caused by the hirer and any persons associated with the hirer with respect to the hire of the Centre.
- from any and all loss, damage, injury or illness, including death, sustained or incurred by the hirer and anyone associated with the hirer, arising in any manner with respect to the hire of the Centre.

In this clause the expression 'the Centre' includes all Auckland SPCA property to which the hirer, and/or persons associated with the hirer, will have access, whether permitted under this agreement or otherwise.

17. Cleaning

The hirer will leave the Centre in a clean and tidy condition and all fixtures in good order and condition. All rubbish and waste matter will be placed in bins or plastic bags. Failure to leave the Centre in reasonable condition will result in a loss of deposit to cover the additional cleaning costs associated.

18. Compliance

The hirer, and persons associated with the hirer, will follow all instructions given by the Auckland SPCA at any time. When conditions are changed every effort will be made to inform all clients.

19. Conditions of hire

Hirers are advised that these conditions of hire may be altered by the Auckland SPCA at any time. When conditions are changed every effort will be made to inform all clients.



20. Damage

Any damage caused to Auckland SPCA property during the period of the function will be the responsibility of the hirer. Any costs associated with repairs not undertaken by the hirer will be forwarded to the hirer and must be paid within 7 days.