

Highbury Community House



Terms and Conditions of Hire Hire Agreement

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www.highburyhouse.org.nz

2025

Welcome to Highbury Community House Room Hire

At Highbury Community House (referred to as "HCH" or the "House"), we offer a variety of affordable room options for you to rent and enjoy.

Terms and Conditions of Hire:

Please take a moment to review and understand the terms and conditions outlined below. These terms and conditions **must** be read in conjunction with any confirmation email or information you receive from us regarding your booking. By making a booking with the House, you are acknowledging your acceptance of these terms and agree to fulfill your payment obligations. This document replaces any prior agreements regarding room hire.

Retention and Sharing:

Keep a copy of these Terms and Conditions of Hire for your reference. If you won't be on-site during your booking, ensure that a copy is available for the group facilitator to make them aware of their responsibilities.

Confirmation of Booking:

Please note that your booking is only confirmed once you receive an official confirmation email or document from our office. For Casual Hirers, full pre-payment is required before your hire period begins (see "**Payment**").

General Conditions of Hire

- a) HCH currently uses the SKEDDA booking system, available for in-house use only. Please refer to Skedda's Terms & Conditions for details: support.skedda.com/en/collections/37147-legal
- b) HCH reserves the right to refuse any booking application and can cancel bookings at its discretion.
- c) Proof of legal entity may be requested by HCH. A legal entity is a registered group or individual with the capacity to enter into contracts, assume obligations, incur debts, engage in legal actions, and be accountable for legal activities.
- d) The person making the booking (or their authorised representative) must be present throughout the hire.
- e) The hirer must not exceed the stated capacity of the hired space, as it would violate fire regulations. Understanding the room's capacity is the hirer's responsibility and is noted on the Room Hire Rate Card.
- f) The hirer must adhere to all relevant statutory rules, regulations, and bylaws.
- g) The hirer is responsible for the health and safety of event attendees and must comply with the Health & Safety in Employment Act 2015 and the Smoke-free Environments Act 1990 (see details in the "**Emergency and Health & Safety**" section at the end of this document).
- h) Before commencing the hire, it's the hirer's responsibility to inspect the venue in person or through photos available on the HCH website (www.highburyhouse.org.nz/room-hire) to ensure it meets their requirements.
- i) No animals are allowed on House grounds except for guide dogs for the visually impaired, registered companion animals, or official animals of the NZ Police. Proper identification is required.
- j) The hirer must not permit illegal activities on the House's premises during the hire.
- k) A parent or designated caregiver, at least 18 years old, must accompany all children under 18 years of age at all times.
- l) HCH staff members have the discretion to refuse admission or ask any person to leave the House grounds.
- m) All individuals signing this agreement, whether individual hirers or authorised signatories of a legal entity, are personally bound by the terms and conditions and hirer's obligations.
- n) The applicant must provide a permanent address and email for communication. Any changes in personnel or contact details must be promptly communicated to the HCH Office.
- o) This agreement does not establish a landlord-tenant relationship between the parties.
- p) Subletting any part of the House is prohibited.
- q) HCH may enter into a Special Contract with Users, detailing terms and conditions beyond those in this document, in a separate Confirmation Letter.
- r) Please leave your hired space in the same or better condition as when you arrived.

Admission of Office Staff and Management:

Authorised members of the HCH Office or Management always have access to the premises or its parts.

Attendance Recording:

The User Attendance Sheet is available in the GREEN folders in each room. A representative from each user group must complete this sheet **every time** they use the House. This information is necessary for funding applications, Auckland Council reports, and adheres to Health & Safety requirements.

Booking Guidelines:

For All Hirers:

- a) To request a booking, please email admin@highburyhouse.org.nz or see our Admin person at Reception.
- b) Bookings should begin on the hour or half-hour.
- c) Bookings are available for a one-hour with half-hour increments thereafter.
- d) Set-up and pack-down activities must occur within the booked hire period, and we kindly request that you refrain from arriving earlier than your booked time expecting to access the room.
- e) The hirer must specify the exact type of activity to take place and only use HCH for that purpose.
- f) Please use only the room that has been officially booked and confirmed, if you wish to swap approval must be given by HCH staff.
- g) If you need to change or amend your booking times on the same day, contact the HCH office. Changing the booking day is treated as a full cancellation; applicable cancellation notice is required (refer to "**Cancellations**").
- h) Ensure that the House is vacated by the end of your booked hire period.
- i) Strictly adhere to the confirmed hire period to avoid additional charges and potential cancellation of future bookings.
- j) Our primary mode of communication for bookings, confirmations, cancellations, and general correspondence is via email. HCH does not assume responsibility for the receipt, deletion, or failure to store email messages.
- k) For safety reasons, no naked flames, including candles, are allowed in any space.
- l) Do not use any room or space without confirmation from HCH staff and written authorisation.

For Regular Hirers:

- a) A "**Regular Hirer**" is someone who has confirmed pre-booked hires throughout the year. These hires can be daily, weekly, fortnightly, monthly, and they can include two or more consecutive hires.
- b) To become a Regular Hirer, you must submit a completed a Booking Request Hire Agreement form. Once the Hire Agreement is signed and/or you receive confirmation from HCH, you are considered to have accepted these Conditions.
- c) Invoices are issued at the end of each month and payment is due 14 days from the date of invoice, unless prior agreement has been made with HCH Management.
- d) HCH does not guarantee the annual renewal of existing Regular Hirer arrangements.
- e) In certain situations, Regular Hirers may be asked to relinquish one or more bookings to accommodate multi-day events, elections, maintenance, or better use of all rooms within HCH. In such cases, notice will be provided to the hirer.

For Casual Hirers:

- a) A "**Casual Hirer**" is someone who makes one-off or ad-hoc bookings throughout the year.
- b) To request a booking, Casual Hirers must complete the Hire Agreement if requested by the HCH Office. After receiving confirmation and/or an invoice, payment should be made by the specified due date on the invoice.
- c) If payment is not received by the specified due date on the invoice, the booking may be automatically cancelled without prior notice or a guarantee of retrieval.
- d) Once the Hire Agreement is signed and/or a written confirmation is sent from HCH, these Conditions are considered accepted.

For Party/Event Hire:

Note: Due to restrictions on House closing time, noise, heritage status, proximity to other neighbouring houses, HCH may not be suitable as a traditional "*Party Venue*." Consideration will be given on an individual basis.

- a) The hirer must specify the exact type of activity.
- b) Booking is contingent on the function type and available space.
- c) The carpark area is designated as alcohol and smoke-free areas.
- d) The use of confetti or similar items in the House and grounds is not allowed.
- e) Naked flames and candles are prohibited in all spaces.
- f) You may use "blu-tak" to attach paper to painted walls in rooms, (except Hinemoa room walls covered in Autex wall covering), provided it is entirely removed without marking by the end of the hire period.
- g) Please refrain from using balloons, this is a choking hazard for children.
- h) Prepayment is due by the specified due date on the invoice and prior to your event.
- i) The hirer must supply their own rubbish bags and take away their rubbish.
- j) A non-refundable deposit or Bond may be required.

Cancellation/Amendment of Hire Guidelines:

All Bookings:

- a) Notice period: Any change to the original confirmation, whether it is a cancellation or an amendment, requires 3 days' notice for all hirers to avoid room rate charges. (If the notice date falls on a weekend or public holiday, notice must be received by 3:00pm the previous working day).
- b) Notice: Cancellations and amendments should be communicated in writing, preferably via email. If email is not available, please call the office during working hours to speak with a staff member. Telephone voice messages for cancellations or amendments will not be accepted.
- c) If you cancel within the Notice Period before payment is made and before the confirmation letter/email and/or invoice are generated, you will be deemed to have accepted the hire, and full payment will be due.
- d) Any refund will be made to the account from which online payment was made. If the payment was not made online, any refund will be paid as determined by HCH Management. HCH does not retain your personal banking data.
- e) If applicable Notice is not received and acknowledged by HCH, no refund will be made.
- f) HCH may refuse or cancel bookings at any time, including for House maintenance and building works, in emergencies or adverse conditions. HCH will endeavour to offer an alternative space and/or time; if the alternative option is not suitable, the hire fee will be refunded or not charged.
- g) HCH may suspend or cancel all or part of this agreement in certain circumstances, including but not limited to the hirer's bankruptcy, insolvency, appointment of a receiver, arrangement with creditors, or failure to meet obligations under the agreement.
- h) If your booking is cancelled due to a mandatory House shutdown (e.g., during a pandemic), a refund of any prepaid invoice will be processed. If the House remains open, but you choose to cancel your booking within the applicable notice period, no refund will be issued.

Access and Security:

- a) The security of the HCH premises is overseen by **Chubb**, reachable on **0800 20 30 40**.
- b) The alarm must be set by 10pm daily, failure to do so may result in a call out fee to be charged to the person who was last on the premises.
- c) After-hours users will be given our lockbox and alarm code to access rooms after the normal House Office hours.
- d) The lock box with the key to open the front door is located at the front door.
- e) Codes can be updated at any time at HCH Management's discretion, all hirers will be informed in writing should this occur.
- f) When vacating the premises, ensure that all electrical appliances, lights, heat pumps/air-conditioning are switched off, unplugged (if required), and doors and windows are securely locked. Open curtains and blinds if necessary.
- g) The alarm must be set on exit of the building and the front door key returned to the lockbox.
- h) Please note that we have four security cameras operating on-site at all times. These are positioned as follows: one overlooking the car park, one at the front veranda, and two monitoring the access paths on either side of the house.
- i) Any non-life-threatening hazards can be reported Auckland Council report a problem. Refer to their website to complete the form. If the problem is causing immediate risk or harm to people or property, call 09 301 0101

Additional Charges:

- a) HCH reserves the right to invoice the hirer for any additional charges resulting from hirer's use. In addition to venue hire price quoted at the time of booking the hirer may be charged for:
 - i. Any damage to the venue caused during the hire period or through any breach of the Terms and Conditions in this agreement.
 - ii. Theft of HCH property during the hire period.
 - iii. Any extra cleaning, rubbish removal, repair or reinstatement of the venue that HCH considers is required after the hire.
 - iv. Any costs, losses or expenses that HCH incurs due to any breach of the terms and conditions in this agreement.
 - v. Any security company call out for an unset alarm upon departure.
 - vi. Auckland Council noise control units called to the House during hire.
- b) HCH reserves the right to apply an additional charge for staff, security or cleaning call out during any hire.
- c) The hirer will upon demand pay all of HCH's reasonable expenses, including debt collection fees and legal costs in relation to the collection of all overdue monies.

Cleaning, Damage, and Rubbish:

- a) The hirer is responsible for ensuring that the hired space is left clean and ready for the next user.
- b) This includes wiping-down whiteboards and tables, restacking furniture as specified in each room, vacuuming, mopping-up spills where necessary. Cleaning supplies such as a vacuum cleaner are available for your use in the Hinemoa Room cupboard. Spray bottles are located in the kitchen cupboard beneath the sink.
- c) Any furniture moved during your hire must be returned to its original position.
- d) HCH reserves the right to charge an additional cleaning fee of no less than **\$50** if these conditions are not met.
- e) Do not remove any equipment or furniture from the House without written authorisation from HCH Management.
- f) If you find your room in an unacceptable condition upon arrival, please inform HCH Staff during office hours. After hours, photograph the issue and email the images along with your complaint to the office at your earliest convenience.
- g) Use the recycling bins provided only for appropriate Council-approved recyclable items. Do not put plastic bags or food into the recycle bins.
- h) Any rubbish generated during social/party hires should be taken with you when you leave.
- i) Dispose of rubbish from rooms in the bins located outside the main kitchen.
- j) Do not use nails, tacks, screws, pins, staples, or any other instruments that may damage the wall surfaces, furnishings, floors, and ceiling surfaces. Do not staple items to the curtains.
- k) Do not use cello tape or equivalent on painted surfaces, including the front entrance railings. Ensure that any tape is entirely removed from glass surfaces at the end of the hire period.
- l) Rinse used cups, plates, and cutlery in the sink and place them in the dishwasher. Please remove lipstick from cups. Do not start the dishwasher; this is the responsibility of the House's cleaners.
- m) Turn off and unplug any hot water urn provided in the hire space and return it to the kitchen before departure.
- n) Leave toilet areas in a clean and tidy state.
- o) The cost of any replacement or repairs resulting from loss or damage caused during the hire period, shall be charged to the Hirer.
- p) If you notice any damage, please report it to us. We cannot address issues that we are not aware of.

Disputes:

Any concerns or disputes should be raised with the Manager, email manager@highburyhouse.org.nz. In the event of a dispute that cannot be resolved satisfactorily, affected parties should contact the Governance Board who will follow the Constitution's Dispute Resolution process. Email chairperson@highburyhouse.org.nz

Furniture & Equipment Guidelines:

- a) Hirers are responsible for the setup, cleaning, and packing away of furniture and equipment used during the hire period. All furniture must be returned to the designated area and stacked where required.
- b) Plastic folding trestle tables and chairs are provided in our Hinemoa and Mokoia rooms, Maritime has couches and chairs with a coffee table. (See the HCH Rate Card for more information).

- c) All electrical equipment brought in must display a current tag identifying that it has been tested by a qualified electrician.
- d) Most rooms contain a whiteboard, board cleaning spray, and paper towels. It is the hirer's responsibility to provide whiteboard markers and dusters if required.
- e) Hot water urns may be moved to your hire space but must be returned to the kitchen and emptied after use. Do not put ground coffee directly into the urns.
- f) Use of a Smart TV/Video conferencing equipment in the Hinemoa and Maritime Room, on a mobile trolley. There is an HDMI cable for connectivity. If using, please bring your own devices to connect in.
- g) If you move furniture in our small office configurations, please return it to its original position before departure. Failure to do so may incur additional charges.

Hours of Operation:

- a) House hours for hire are strictly **8.00 am to 10.00 pm, seven days a week.**
- b) Office hours are **8.30am to 3.00pm, Monday to Friday.**
- c) The Office closes late December and reopens mid-January. No booking requests can be made during this time.
- d) The whole House may close for a period of time for maintenance and/or building works, often but not always this will occur in the school holiday period in these circumstances our cancellation guidelines above apply.

Kitchen Guidelines:

- a) The House's kitchen is a **communal space.**
- b) All necessary equipment, including oven mitts, tea towels, dishwashing liquid, etc., must be brought with you.
- c) Crockery or utensils belonging to HCH must be placed into the dishwasher, not washed by hand.
- d) **Do not leave ovens or hobs unattended when switched on.**
- e) Supplies such as tea, coffee, sugar, milk are supplied by us.
- f) If you encounter any issues with the kitchen appliances, please notify the Office immediately in person or via email. Also see "**Emergency and After Hours Procedures**" on the last page.

Liability:

- a) The hirer will indemnify HCH, its employees, or agents against all claims, demands, losses, damages, costs, and expenses arising from the hirer's use of the House or any breach of this agreement.
- b) HCH is not responsible for the loss of or damage to any of the hirer's property in or around the House, its grounds, or carparks. Any equipment or property left at the House is at the hirer's own risk.
- c) HCH is not liable for any loss or expense that the hirer incurs if HCH is unable to make the House available to the hirer including but not limited to events such as fire, flood, earthquake, failure of building services, or other circumstances beyond HCH's reasonable control.
- d) To the extent permitted by law, HCH shall not be liable to the hirer for any loss arising under or in connection with this Agreement, whether in contract, tort, or otherwise. The maximum amount of HCH's liability under or in relation to this Agreement for any loss, damage, claim, or expense is limited to the venue hire price.

Parking:

- a) Parking is available but limited so please be considerate of other users. HCH cannot guarantee parking availability.
- b) We have a double park system with the back park being P10, if you are using after hours you may park longer if the car in front is from your group
- c) There is one space closest to the House reserved for Accessible Parking. Users must display a current parking permit.
- d) Additional street parking is available along Hinemoa Street, Glade Place and surrounding streets.

Payments:

- a) Our advertised rate card is in NZ Dollars and exclude GST (invoice will include GST). Check the HCH Rate Card for details (published on the HCH website www.highburyhouse.org.nz/room-hire and available from our Office).
- b) Invoices will specify payment terms.
- c) The hirer is responsible for all owed amounts, whether for your use or someone else's, and even if you're acting as an agent for any other person, firm or corporate body.

- d) If payment is overdue, the outstanding amount will be a debt due to HCH and may be referred to a debt collection agency or other duly authorised agent. In addition, HCH may at its discretion and without prejudice to its other remedies:
 - i. Suspend for such period, and subject to such terms as HCH in its discretion determines, any entitlement to credit given to the hirer pursuant to this agreement.
 - ii. To the extent permitted by law, refrain from supplying any further services to the hirer until the hirer has discharged all outstanding indebtedness to HCH.
- e) We don't accept credit cards. Our preferred methods are direct credit and Eftpos.

Additional Terms and Conditions

Alcohol:

The consumption of alcohol in the Highbury House carpark is strictly prohibited. To ensure the safety and well-being of all guests, any violation of this rule will result in the immediate termination of your booking.

For events where alcohol is to be served, prior approval is required. Event organisers will need to complete additional documentation to ensure compliance with our alcohol policy and safety guidelines. This process helps to ensure that all legal requirements are met and that appropriate safety measures are in place to protect all attendees.

Children:

- a) Children under the age of 18 **must** be supervised at all times and should never be left in sole charge of any group.
- b) Children who accompany adults to the House should not be left outside the hired space while adults are otherwise engaged.
- c) Please note that the grassed courtyard and carparks are not designated play areas.
- d) If a person or organisation is renting the room for children's activities, it is important to ensure compliance with all legislative requirements, including the Children's Act 2014:
www.legislation.govt.nz/act/public/2014/0040/latest/whole.html

Discounts/Rate Card Guidelines:

- a) Standard Hire Rates apply to all groups, companies, or individuals.
- b) HCH offers a discounted hire rate (Community Hire Rate) for not-for-profit community organisations and charity groups. Eligibility for this discount is at the discretion of management, who will assess each request on a case-by-case basis. Proof of eligibility may be required. If approved, you will be notified, and the discounted rate will be applied to your invoices.
- c) Discounted full day hire rates (more than 8 hours) may be available, enquire for details.
- d) HCH annually updates its Rate Card prior to the start of next year's contracts. The current version can be requested from the Office or found on the HCH website here www.highburyhouse.org.nz/room-hire

Insurance Guidelines:

- a) HCH does not undertake to arrange or maintain any insurance cover, whether for property, contents, or any other purpose, for the benefit of the hirer.
- b) The hirer is responsible for arranging and maintaining any insurance they consider necessary and adequate, including public liability cover for medium to high-risk events. This insurance protects the hirer against claims made by third parties for damage to people or assets.

Internet Guidelines:

- a) The House offers a complimentary Wi-Fi connection for users. You can access it on your device as "**HCH-Guest**" and will need an access code/password, which is obtainable from our Administration Office (the code is mounted on the wall near the reception and in each hire room).
- b) Note that connectivity is not guaranteed and may fluctuate in terms of signal strength for various reasons beyond our control. These factors may include the number of users, power cuts, scheduled system updates, distance from the

router, physical barriers such as walls, and your device settings. Additionally, ensure your device is not trying to load updates during use.

Lost Property:

- a) It is the hirer's responsibility to ensure that all items brought into the House are removed at the end of the hire period.
- b) HCH reserves the right to remove and, if not claimed within a week, dispose of any equipment or items left at the House after the hire period.
- c) HCH does not take responsibility for the loss or damage to any equipment, furniture, or personal items while in or left in the House.

Noise, Neighbours, and Music:

- a) Maintain an acceptable noise level at all times.
- b) In small rooms, avoid using loud sound systems. If used, keep the volume low to avoid disturbing other hirers.
- c) Respect the right of other hirers to request a reduction in volume if their group is affected.

Storage:

- a) HCH does **not** offer storage facilities for external hirers.
- b) When rooms are hired for consecutive full days, arrangements may be made to allow set-up to remain in place if no other hire follows. Full day rates apply. (See also "**Liability**" and liaise with the HCH Office at the time of booking).

Smoking:

- a) The House and its grounds are a **vape-free and smoke-free** area. This includes the carpark, gardens and front entrance.

Toilets/Bathrooms:

- a) Bathrooms for all users. Our facilities are in the main house past the office. The furthest bathroom has accessibility equipped facilities.
- b) For plumbing emergencies after hours, report to Auckland Council report a problem line. Refer to their website to complete the form. If the problem is causing immediate risk or harm to people or property, call 09 301 0101
- c) Please ensure that bathrooms and toilets are kept clean and tidy during your use. If you notice any areas needing attention or if supplies are running low, inform staff so they can address the issue promptly.
- d) Dispose of sanitary items in the provided pods, not by flushing.
- e) Use the waste bins provided for waste paper towels.

Emergency and Health & Safety Protocols

All:

- a) A large fire hose is located in the main house, past the office area towards the toilets, and fire extinguishers are in the Kitchen. Fire alarm panels (of the "break glass" type) are available at various locations throughout the House. Please familiarise yourself with these. **Do not use water on electrical fires.**
- b) **Fire exits must always be kept clear.** Access to exits, including the covered walkways, must not be obstructed by chairs or other items.
- c) If you encounter any hazard, whether due to an activity or physical condition, report it immediately to the emergency services (**Fire, Ambulance, Police**) by calling **111**.
- d) For plumbing emergencies report to Auckland Council report a problem line. Refer to their website to complete the form. If the problem is causing immediate risk or harm to people or property, call 09 301 0101
- e) An AED Defibrillator is available from the HCH Office during staff hours between 8:30 am and 3:00 pm, Monday to Friday. It is located on the right-side as you enter the House.

During Office Hours:

- a) Fire safety, emergency, and evacuation information is displayed throughout the House. In the event of the alarm sounding during House Office hours (8:00 am - 3:30 pm), follow the instructions of the designated Building and Fire Wardens and evacuate the building to the designated **Assembly point in the Carpark.**

After Hours:

- a) Emergency, fire safety, and evacuation procedures for after-hours are provided in **Protocol 2** at the end of this document (see last page).

Health & Safety at Work Act 2015:

The HCH and those who hire and use the premises share the responsibility to "**eliminate risks to health and safety, so far as is reasonably practicable.**" Visitors and hirers are considered "**other persons**" under the legislation, and the House is considered a "**workplace.**"

All hirers must observe their responsibilities under the Health and Safety at Work Act 2015, including those under Section 46, "**Duties of other persons at the workplace**".

HIRER'S RESPONSIBILITY DURING EMERGENCY EVACUATIONS EVENINGS AND WEEKENDS ONLY – AFTER HOURS USE (PROTOCOL 2)

As the User you are required, under the building Evacuation Scheme for these premises (in accordance with the Fire Service Act 2017) to be familiar with the building and the evacuation provisions applicable to your Group under the Evacuation Scheme. You, and persons in your Group, are required, as a condition of use of the building, to be familiar with the instructions given on the evacuation wall notice(s) within the building.

On hearing the warning signal (alarm), the person in charge of the group becomes the Building Warden and is required to perform the following duties:

- **Ensure the Fire Service has been called. Dial 111 (or delegate and have caller confirm with you when call is made).**
- Ensure the people in your group make their way to the closest safe exit.
- Ensure someone in your group checks the toilets and kitchen areas.
- Ensure (if safe) that you check the other rooms are vacant (3 in total – Hinemoa, Mokoia and Maritime)
- Ensure you or another hirers wait outside the Front Entry door to the House in the carpark for the emergency services.
- Stop any persons arriving at the House from entering the building or carpark (except the emergency services).
- Advise Fire Service, on their arrival, of the evacuation status, including the location of any persons with disabilities.
- **NOTE:** You are also required to ensure that the following are maintained:
 - Escape routes are clear of obstructions at all times.
 - Exit doors are not locked, barred or blocked to prevent occupants from leaving the building at any time.