

Te Whare Whakaterere Bookable Meeting Rooms & Spaces

Policy & Conditions of Use

1. Introduction

1.1. Purpose

The purpose of this document is to outline the policy and conditions of use for Te Whare Whakaterere | Ashburton Library and Civic Centre bookable rooms and spaces.

All bookings made are subject to adherence to the policy and conditions of hire, with the responsibility placed on the hirer to read them in advance of making a booking.

The Policy & Conditions of Use will be reviewed regularly and will be updated as required.

1.2. Terms & Definitions

For the purpose of this document, the following terms/definitions are used:

- Hirer/User – a registered group or individual who as a legal entity has capacity to enter into agreements or contracts, assume obligations, incur and pay debts.
- ADC/Council – Ashburton District Council
- Facility - Ashburton Library and Civic Centre | Te Whare Whakaterere
- The Library – Te Kete Tuhinga
- Partnership Programmes definition- collaborative programmes, events or services that are run through a partnership between Te Kete Tuhinga | Ashburton Library and an external organisation, usually a community group or other not for profit organisation.
- Community groups definition:
 - a) a non-profit organisation or association of people who have the primary aim of working to provide services and benefits to the community.
 - b) any funds generated are used to maintain and develop the organisation to support its community services and activities.
 - c) where applicable, having open membership criteria; and
 - d) where applicable, restrictions are not imposed, such as setting membership or participation fees at a level that exclude most people who might want to participate.

2. Policy

2.1. Principles

The primary use of meeting rooms within Te Whare Whakaterere | Ashburton Library and Civic Centre are ADC Civic, Council Administration and Library activities. Where available, Council welcomes the use of meeting rooms by local community groups and for quiet communal study by the public, as well as commercial hires, subject to adherence to this policy and conditions of use.

2.2. Different User Groups and Fee Structure

Council has introduced a tiered charging system (free, half rates, full rates) for external users based on the meeting's purpose and or community benefit, noting additional cost for extra services may still apply to any booking. Please note the decision of Council staff as to how the user is charged is final, based on the information provided and will not be revisited.

Booking Types:

- Programmes and events hosted in partnership with the Library within Library opening hours. Such partners will use spaces free of charge.
- Individuals or community groups whose focus is social, environmental or cultural wellbeing or providing learning opportunities at no cost to attendees during Library hours. Again, use of meeting rooms will be free of charge.
- For community groups who receive membership fees or attendance charges, half priced hire charge will apply.
- Private bookings by commercial, corporate, government agencies or individuals for social purpose are to be charged at the full rates (*see link on bookings webpage*). No sales or other commercial use, other than a meeting or training is allowed.
- The Event Space displays can be booked free of charge for periods up to two weeks by agreement with ADC Library staff, they must allow free passage for the public through the area. No sales or other commercial use is allowed.

2.3. Additional Costs

Additional costs will be charged to the hirer for:

- all external bookings if a security presence is required and / or out-of-operating hours entry/exit fees apply,
- additional cleaning that is needed after use,
- any theft of property or damage to the building or equipment beyond normal wear and tear,
- any costs associated with a Fire Service or security call-out as a result of an alarm being set off purposefully or through the hirer (and its invitees') negligence,
- any cost, losses or expenses that ADC incurs due to a breach of the conditions of use.

All additional costs must be paid in full before the individual or organisation may reserve or use a meeting room again.

2.4. Booking Terms and Payments

- 2.4.1. Bookings can be accepted online or with Council Services or Library at least 72 hours (three days) prior to the use of a meeting room. Council can also accept, at its discretion, bookings that are proposed for within 72 hours of the intended use. Any future bookings (greater than 30 days in advance) need to be made directly with Council Services or Library staff.
- 2.4.2. No single hirer may have more than three (3) bookings reserved in advance in a six-month period. Exceptions are Library programmes or events, partnership programmes or special events sponsored or hosted by ADC.
- 2.4.3. In submitting a booking request, the hirer must truthfully and accurately state the type of activity for which the meeting room is being used for.
- 2.4.4. As every meeting room is different, the hirer is requested to book a meeting room most suited to the size and purpose of their meeting.
- 2.4.5. Individuals or community groups who wish to host a meeting or event that focuses on social, environmental or cultural wellbeing or providing learning opportunities (at no cost to attendees and within library hours), should contact library@adc.govt.nz or call us on 308-7192 at least 96 hours (four days) prior, as the booking could be eligible to be free. In accordance with this policy, Library staff access each booking on a case-by-case basis.
- 2.4.6. Payment (if payable) must be made in full before the booking is confirmed.
- 2.4.7. ADC may, at its discretion, require the hirer pay a bond as a condition of use. If required, a payment of the bond must be made in full before the booking is confirmed. ADC can retain some, or all, of the bond after the completion of the hire if any of the obligations under this policy or conditions of use are not fulfilled by the hirer, including, but not limited to, for any damage or extra cleaning required. Where all conditions of use are fulfilled, ADC must refund the bond.
- 2.4.8. The hirer may cancel any booking by giving Council staff a minimum of 48 hours prior notice. ADC reserves the right to retain any payments if the meeting room was not utilised or if the booking was not cancelled within 48 hours of the time of hire.
- 2.4.9. Any late or defaulted payments and associated debt collection charges will result in no further bookings being accepted for the hirer and any future bookings previously confirmed being cancelled.
- 2.4.10. The hirer shall vacate the meeting room at the end of the hire period in accordance with clause 3.16. If the hirer remains in the room after the end of the hire period, ADC reserves the right to charge the hirer for any additional time that the hirer occupies the room in hourly blocks. Additional costs may also be charged for security, if the meeting runs late.

2.4.11. Only the Emergency Operations Centre (EOC) is available for hire and use on statutory holidays, with additional charges (section 2.3) payable.

2.4.12. ADC reserves the right to:

- request the purpose of the booking and or proof of the hirer's legal entity, or
- refuse any booking request at the time it is made, or
- cancel the booking if any unforeseen circumstances or new information arises after the booking has been confirmed (with payments refunded), or
- cancel any bookings of the EOC, in whole or part, at short notice should an emergency occur, or
- terminate any booking immediately (during the booking) for any condition of use breach, false information provided during the booking process, if the booking could bring Council into disrepute or the hirer has not complied with the law. Attendees will be asked to leave or removed from the facility.

2.4.13. ADC does not advocate or endorse the viewpoints of meetings or meeting room users or attendees.

2.5. Health and Safety

The hirer must:

- Inform ADC staff immediately of any hazard or incident that is identified or occurs during the hire period.
- Follow all safety-related instructions communicated over the building speaker system and/or by our staff.
- Become familiar with the nearest emergency exit and procedures to assist meeting participants in the event of an emergency.
- Emergency exits must remain clear of obstructions at all times.

2.6. Liability

The hirer will protect ADC, its employees or agents against all claims, demands, losses, damages, cost and expenses arising from the hirer's use of the facility or any breach of this policy or conditions of use.

Except as provided by statute, ADC is not responsible for any injury suffered by individuals as part of the booking.

Unless required by statute, ADC is not liable for the damage to or loss of personal property.

2.7. Privacy

Where ADC collects any personal information in relation to the hirer, the hirer authorises:

- The collection of such personal information
- The use of such personal information for the purposes of enabling ADC assessing the booking request and hiring the meeting room,
- The disclosure of the personal information to such third parties as is necessary for the purposes of enabling ADC to administer and manage the hire of the facility, including, but not limited to, the recovery of any money owed by the hirer or costs incurred by ADC as a result of the hire.

ADC's collection, storage and use of personal information will occur in accordance with ADC's Customer Privacy Policy which can be found on ADC's website.

3. Conditions of Use

- 3.1.** The person who makes the booking (or the legal entity's representative as notified to ADC) is required to be present for the duration of the hire period.
- 3.2.** The behaviour of the hirer and attendees of the booked event must be respectful at all times towards other users of the facility. Noise should be kept to reasonable levels. Abusive or offensive behaviour will not be tolerated.
- 3.3.** All practical steps are to be taken to avoid any theft of, or damage to ADC property or equipment. Any damage is to be reported to Library or Customer Services staff immediately.
- 3.4.** Meeting rooms must be left as found in a clean and tidy condition with the same room setup and all rubbish removed. The hirer agrees to accept responsibility to pay for any damage to or theft of ADC property or equipment, and charges for extra cleaning required as a result of the hirer's use.
- 3.5.** Nothing shall be attached to the walls of meeting rooms without prior approval from staff. Signs, banners, notices and other promotional materials must not be displayed outside the meeting room without prior approval.
- 3.6.** Catering, and tea and coffee services within meeting rooms can be arranged by the hirer contacting our onsite café One Ninety Nine, other local caterers or the hirer can bring their own non-alcoholic drinks, biscuits or odourless finger foods. Depending on the room hired, other types of food may be permitted by the Library Manager. No storage of food or other catering item is permitted outside the booked hours.
- 3.7.** The hirer must not allow any illegal activities to take place during the hire period.
- 3.8.** Alcohol is not permitted within hired meeting rooms or spaces.
- 3.9.** Te Whare Whakaterere | Ashburton Library and Civic Centre, including the EOC, carpark and courtyard, is a smoke and vape free building.
- 3.10.** Illicit or dangerous substances are not permitted, and anyone suspected of being under the influence of alcohol or drugs will not be allowed into the building.
- 3.11.** Gambling or any linked activities are not permitted within the facility.
- 3.12.** ADC staff must have free access to meeting rooms at all times, and no entry or exit door may be locked or barred.
- 3.13.** Written instructions how to use the meeting room AV system is provided within each meeting room, with no technical support from staff available.
- 3.14.** Please ensure that waste is either taken offsite or disposed of in the appropriate bins provided onsite.
- 3.15.** Hirers are responsible for removing their goods and other property when vacating the facility. Unclaimed low value goods or perishable items will be disposed of by ADC staff. The hirer will be notified of any other unclaimed goods or property, and require their collection within seven days.

- 3.16.** Meeting rooms must be vacated 15 minutes before closing time of Te Kete Tuhinga | Ashburton Library, which is 6pm Monday and Friday, 8pm Tuesday, Wednesday and Thursday, and 4pm Saturday and Sunday. This does not apply to Emergency Operation Centre bookings if at the time of booking, extended hours were approved and additional out-of-hours charges paid.
- 3.17.** No animals (other than service or assistance animals) shall be allowed within the facility.
- 3.18.** Refusal to comply with these Conditions of Use may result in removal from the facility and ADC not accepting any future bookings from the hirer.