

“Hiree” – Person or organisation hiring space.
“EANC” – Ashburton District Council T/A EA Networks Centre
“ADC” – Ashburton District Council



GENERAL RULES

Food and drink should be kept to seated areas only.

Anyone suspected of being under the influence of alcohol or drugs will not be permitted into EANC.

Any illicit or dangerous substances are not permitted on the premises.

Customers are required to pay for the services and/or spaces they enter and use.

The behaviour of the hiree and the attendees of the booked event must be respectful at all times towards other users of the premises. Abusive, obnoxious, or offensive behaviour will not be tolerated, and any person demonstrating or aligned with instances of this behaviour may be asked to leave the premises.

Ensure emergency exits are kept clear at all times.

Please ensure waste is disposed of in the appropriate bins provided onsite and the hired area is left in a clean and tidy state.

EANC, including the car park and outdoor courts, is a smokefree premises, as per the ADC Smokefree Outdoor Areas Policy and the Smokefree Environments and Regulated Products Act 1990.

All practical steps are to be taken to ensure no damage to any and all EANC property and equipment. Any damage is to be reported to EANC immediately.

Any malicious or intentional damage to any EANC property and equipment may result in the hiree being on charged any remedial/replacement costs for said property and equipment and in requesting this booking, the hiree agrees to pay any invoice received.

No additional power or lighting is to be installed in the hired area without EANC Management approval.

All statutory rules, regulations and bylaws in force must be observed and complied with by the hirer.

BOOKING CANCELLATIONS

The hiree may cancel any bookings by giving EANC a minimum of 48 hours' prior notice. EANC reserves the right to charge the full costs for bookings not utilised or cancelled within 48 hours of the booking.

EANC reserves the right to:

- Refuse any booking request at the time of hire; or
- Cancel the booking if any unforeseen circumstances arise after the booking has been confirmed. EANC will refund any fees or charges paid prior to the cancellation.

PAYMENT

Bookings for EANC are to be paid on arrival unless a prior arrangement is made with EANC.

Invoices are sent out in arrears at the beginning of each month.

Any late payments or defaulting may result in cancellation of future bookings.

HEALTH AND SAFETY

The hiree on behalf of a group, club or other organisation shall be responsible to see that EANC health and safety and emergency action plan are strictly adhered to during the hire.

In the event of an emergency that requires the area to be evacuated, the hiree must follow direction given by EANC staff.

Ensure any hazards (actual or near misses) are reported to EANC staff.

EANC reserves the right to determine that a booking requires the hiree to provide a qualified first aider and first aid supplies for the duration of the booking to cater for any first aid requirements. EANC will notify the hiree of such requirement in the booking confirmation process.

Ensure any incidents and accidents are reported to EANC staff. Incidents and accidents forms must be completed by the person in charge of the group/ booking and returned to EANC customer services.

Any accidents involving blood spillage are to be escalated to EANC staff, as chemicals are required for cleaning.

RIGHTS

EANC reserves the right to terminate any booking immediately:

- For any breach of these rules, terms and conditions by the hiree; or
- If, at EANC's sole discretion, the hiree bring EANC/Ashburton District Council into disrepute or the hiree has not complied with the law.

EANC Management reserves the right to refuse entry. Refusal to comply with our facility rules may result in removal from the premises.

EANC Management reserves the right to seek any debt from the hiree and all costs incurred will be passed onto the hiree.

LIABILITY

Except as provided by statute, we are not responsible for any injury suffered by individuals as part of the booking timeframe during or after using or exercising at the facility premises.

Unless required by statute, EANC is not liable in contract or tort for the damage to or loss of personal property.

Unless expressly provided otherwise in these terms, to the fullest extent permissible by law all warranties, conditions or other terms implied by law are excluded.

PRIVACY

Where EANC collects any personal information in relation to the hiree, the hiree authorises the:

- Collection of such personal information.
- Use of such personal information for the purposes of enabling EANC to hire the premises.
- Disclosure of the personal information to such third parties in accordance with Council's Customer Privacy Policy or as is necessary for the purposes of enabling EANC to administer and manage the hire of the premises by EANC, including but not limited to recovery of any monies owed by the hiree or costs incurred by EANC pursuant to these terms.

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