



Terms and Conditions of Hire

Welcome to Ignite Faith centre. The following Terms and Conditions are to ensure your Event runs smoothly with minimal disruption.

These Terms and Conditions should be read in full including any specific requirements for individual facilities. By making a payment to Ignite Faith Centre for venue hire you will be deemed to have accepted these Terms and Conditions of Hire.

Please retain a copy of these Terms and Conditions of Hire for your reference ensuring that you are aware of the responsibilities of hire.

This document surpasses all previous documents, verbal agreements and correspondence relating to the terms and conditions for hire.

TAKE NOTE: YOUR BOOKING IS NOT CONFIRMED UNTIL YOU HAVE ACCEPTED THE TERMS AND CONDITIONS OF HIRE, RETURNED THE SIGNED AGREEMENT AND A DEPOSIT HAS BEEN PAID.

Definitions

In this Agreement, unless the context otherwise requires, **Agreement** means the Agreement between Ignited Faith Centre and the Hirer in regard to the Event and includes these General Terms and Conditions, the Hire Agreement form and any confirmation letters/emails from Ignited Faith Centre.

- **Cleaning Fee** means any cleaning fee specified on the invoice.
- **Event** means the purpose for which Ignited Faith Centre venue is hired as described in the Hire Agreement (paper or electronic) that forms part of this Agreement.
- **Financial Year** means 1 January to 31 December.
- **Hirer** means the person(s) or legal entity named as Hirer in the Hiring Agreement (paper or electronic) that forms part of this Agreement and includes a “Casual Hirer” and a “Regular Hirer” as defined in the Terms and Conditions of this Agreement.
- **Hire Period** is the agreed time for which the Ignited Faith Centre venue is hired for and includes the induction to the Ignited Faith Centre venues and the cleaning time after the Event.
- **Ignite Faith Centre venues** means Ignited Faith Centre venue and its facilities identified in the Hire Agreement (paper or electronic) that forms part of this Agreement.
- **Venue Hire Price** is the fee charged for use of an Ignited Faith Centre venue specified in the Prices Charged schedule.

General conditions of use

1. All Hirers must be a legal entity. Ignited Faith centre reserves the right to ask for proof of legal entity. A legal entity is a registered group or individual who has capacity to:
 - a. enter into agreements or contracts;
 - b. assume obligations;
 - c. incur and pay debts;
 - d. sue and be sued in its own right;
 - e. be accountable for illegal activities;
2. The person who makes the booking (or the legal entity's representative as notified to Ignite Faith centre is required to be present for the duration of the Event.
3. The Hirer does not have the right to sub-let the facilities.
4. The Hirer shall only use that part of the facility that has been hired and paid for, and for the time specified.
5. Any Event held in the facility must conclude by 12 midnight and the premises vacated by 1.00 am. For an Event to run later than this a Special Licence is required from Auckland Council.
6. The stated capacity (as outlined below) of the Ignite Faith centre venues must not be exceeded at any time. It is the Hirer's responsibility to understand the capacity and ensure it is not exceeded.

The capacity of the facilities is outlined below: Area	Maximum	Maximum Seated	Maximum for Sit Down Dinner
Full Ignited Faith Centre	280	220	130
Full Auditorium (excluding Foyer)	220	220	100
Foyer /Cafe	40	40	40
Boardroom	30	30	-
Kitchen	-	-	-

7. All statutory rules, regulations and bylaws in force shall be strictly observed by the Hirer.
8. It is the responsibility of the Hirer to ensure the health and safety of all persons on site for their Event – see further detailed requirements in the 'Health and Safety' section of this Agreement.
9. It is the responsibility of the Hirer to inspect the Ignite Faith centre venues at the commencement of the Hire Period to ensure its condition is safe and fit for the hire. Any hazards should be reported immediately to Ignite Faith centre by calling 0211409937 or 02102502990 or in the event of an emergency by calling the relevant emergency response and Ignite Faith centre.
10. All Ignite Faith centre venues are designed for general use. The Hirer must consider the suitability of the particular venue for their Event when making a booking.
11. The Hirer must not remove or permit the removal of any furniture, equipment or other contents from the Ignited Faith centre venues without the written permission of Ignite Faith centre.
12. It is the Hirer's responsibility to ensure that the general public does not have access to the Ignite Faith centre venues spaces, including the toilets, during the Hire Period.
13. It is the Hirer's responsibility to ensure that the requirements of the Health and Safety in Employment Act 2015, the Smoke-free Environments Act 1990, as they apply to the Hirer's intended use of the Community Venue are met.
14. As we are a church and strongly oppose substance abuse we do not permit alcohol or smoking in our venues.
15. No animals are permitted in the Ignite Faith centre venues, other than guide dogs for the visually impaired, registered companion animals or official animals of the NZ Police (except in the case of animal shows and exhibitions but subject to compliance laws).

16. The Hirer must not allow any illegal activities to take place in or outside the Ignite Faith centre venues during the Hire Period.
17. It is the Hirer's responsibility to contact the Police immediately if there are any concerns from a person(s) disorderly behaviour.
18. Noise levels must be kept to an acceptable level always, as outlined by the Auckland Council.

19. The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, accompanies all children under 10 years of age.
20. Notwithstanding any other provision contained in this Agreement, Ignite Faith centre may refuse admission to any person or require any person attending the Event to leave the Ignite Faith centre venues at the sole discretion of any Ignite Faith centre staff member.
21. Nothing in this Agreement creates a landlord – tenant relationship between parties.
22. All persons signing or accepting this Agreement online (whether as an individual Hirer, or director or other authorised signatory of another legal entity) shall be bound personally to abide by all of the terms and conditions contained in this Agreement and to fulfil all of the Hirer's obligations under this Agreement as a principal debtor.
23. Chewing gum is NOT to be brought into the Centre.
24. The Hirer must take proper care of the Ignite Faith centre venues and ensure that no damage occurs.
25. The Hirer must not use nails, tacks, screws, pins or any other instrument that will cause damage to the wall surfaces, furnishings, floors and ceiling surfaces. 3M tape is permitted to hang decorations from the walls.
26. The Hirer must not use any of the Ignite Faith centre venues equipment, fixtures, fittings, heating or ventilation systems other than for the Event and that equipment's intended purpose.
27. No substance shall be deposited in toilets, sinks or drains that will cause blockage or damage.
28. No naked flame or dry ice shall be used within the building, without the prior written consent of the Booking Manager. Hirers should be aware that either of these may set off the fire alarms.
29. Ballroom powder, confetti or glitter is not permitted in any Venue.
30. All Ignite Faith centre venues are smoke free. No smoking is allowed on Ignited Faith centre facility premises.
31. Any damage to the building, furniture, fittings, fixture or chattel within the Ignite Faith centre venues must be reported immediately to Ignite Faith centre by calling 0211409937 or 02102502990.
32. In the event of a power cut, the Centre has emergency lighting for a minimum of 20 minutes. If full power is not restored after 20 minutes, the Centre must be evacuated until such time that full power is restored. No refund will be given for an event disrupted by a power cut, water cut or other crisis situation.

Bookings

1. All bookings for use of the Ignite Faith centre venues are to be made through the Booking Manager at Ignite Faith centre (email: office@livingfaith.org.nz or phone: 09 554 1730).
2. Bookings are to be for a minimum of one hour.
3. The Hirer must precisely state the type of activity and Event to take place and use the Ignite Faith centre venues only for that purpose.
4. The Hirer must use only the area in the Ignite Faith centre venues that has been booked and confirmed.
5. If you need to change your booking (times on the same day, contacts, address etc) you must contact Ignite Faith centre prior to the Hire Period on 09 554 1730 (Monday to Friday 9:00 – 4.15). It may not be possible for Ignite Faith Centre to accommodate all requested changes.
6. Change of a booking day is considered as a cancellation of the booking as a whole.
7. Set up and pack down time must be included in the Hire Period.

8. The Hirer shall ensure that all persons have vacated the Venue by the end of the Hire Period.
9. Ignite Faith Centre reserves the right to have staff present at the Event at any time.
10. The Hirer must adhere strictly to the confirmed Hire Period. Failure to do so will incur additional charges and possible cancellation of any future booking(s).

Regular Hire

1. A Hirer who has 10 or more recurring confirmed bookings within Ignite Faith centre Financial Year is a "Regular Hirer" for the purposes of this Agreement.
2. Payments may be for the year or you can select to pay by instalments in which case monthly or termly invoices will be issued.
3. To confirm its bookings a Regular Hirer must accept these Terms and Conditions and returned the signed Hire Agreement within 4 days of receipt, to the Bookings Manger.
4. Regular Hirers must rebook with Ignite Faith centre for new and continued use each Financial Year. Regular Hirers must submit their booking requests no later than 1 September each year for the following Financial Year.
5. Ignite Faith centre cannot guarantee the renewal of existing Regular Hirer arrangements will be approved each year.
6. Regular Hirers may be asked to relinquish one or more of their bookings if the relevant Ignited Faith centre venues are needed for a multi-day event, elections, maintenance or to allow for better use of all rooms within the Ignite Faith centre venues. In such cases, a minimum of 3 weeks' notice will be provided to the Regular Hirer and Ignite Faith centre will either find an alternative space within the Ignite Faith centre venue, or reimburse the amount paid if no suitable venue can be provided.
7. One access key is allocated to Regular Hirers. There is a fee of \$25 for a Regular Hirer who requires an additional access cards or keys.

Casual Hire

1. A Hirer who has less than 10 confirmed bookings within Ignite Faith centre Financial Year, is a "Casual Hirer" for the purposes of this Agreement.
2. To confirm a booking (or bookings), a Casual Hirer must, within 7 days of making the booking (or immediately for an Event taking place in less than 7 days from the booking):
 - a. accepts these Terms and Conditions of Hire by way of returning signed copy of Hire Agreement;
 - b. make full payment of the relevant Deposit as invoiced or payment in full for an Event taking place in less than 7 days from the booking.
3. If payment of the deposit is not made within 7 days after the booking is requested, the relevant booking will be automatically cancelled on the 8th day following the booking request.
4. By making a payment to Ignite Faith centre venues hire you will be deemed to have accepted these Terms and Conditions of Hire.

Payment

1. All fees and charges quoted at the time of booking are current at that time and are subject to change. Local Boards review and set fees and charges for all venues annually, such fees and charges to take effect on 1st January each year. The fees are published Ignite Faith centre website; www.ignitefaithcentre.com
2. All fees quoted at the time of making a booking are GST exclusive. Any fees payable in relation to cancellation of hire exclude GST.
3. Regular Hirers may be invoiced monthly or termly (as agreed between Booking Manager and Hirer), and payment is due as stated on the invoice.
4. Casual Hirers will be invoiced for payment of any outstanding amount which must be paid in full 7 days prior to the Event.
5. The Hirer shall be liable for the payment of all amounts owing to Ignite Faith centre pursuant to this Agreement.

6. If payment is overdue for a period of 14 days or more, the outstanding amount will be a debt due to Ignite Faith centre and may be referred to a debt collection agency or other duly authorised agent of Ignite Faith centre for collection.

Additional Charges

1. Ignite Faith centre reserves the right to invoice the Hirer for any additional charges resulting from Hirers use. In addition to the Venue Hire Price quoted at the time of booking, the Hirer may be charged for:

- a. Any damage to the Ignite Faith centre venues caused during the Hire Period or through any breach of the Terms and Conditions in this Agreement.
- b. Any theft of Ignite Faith centre property during the Hire Period.
- c. Any extra cleaning, rubbish removal, repair or reinstatement of the Ignite Faith centre venues which Ignite Faith centre considers is required after the Event.
- d. Any costs, losses or expenses Ignite Faith centre incurs due to any breach of the terms and conditions outlined in this Agreement.
- e. Any unreturned key(s).
- f. Any emergency services call out or fire alarm activation for a non-emergency situation.
- g. If a fire alarm is set off other than for an emergency, Auckland Council reserves the right to impose an additional fire service fee.
- h. Auckland Council noise control units sent to the venue during the Event.

i. Any unauthorised overstay, which will be charged at double the hourly rate.

2. Ignite Faith centre reserves the right to apply an additional charge for security, cleaning and/or a technician for an Event.

3. The Hirer will upon demand pay all of Ignite Faith centre reasonable expenses, including cheque dishonour fees, debt collection fees and legal costs (on a solicitor/agent/client basis) in relation to the collection of all overdue moneys.

Cancellation of hire

1. In the event that the Hirer terminates the Agreement once booking has been confirmed, Ignite Faith centre will refund as follows:

Cancellation notice received:

a. More than 30 days prior to the date of Event – deposit shall be forfeited.

b. Within 30 days prior to the Event – deposit shall be forfeited and 25% of Venue Hire Price.

c. Within 14 days prior to the Event – deposit shall be forfeited and 50% of Venue Hire Price.

d. Within 7 days prior to the Event – no refund.

2. If the Hirer cancels more than one booking, penalty fees apply to each cancelled booking.

3. Any refund due will be made to the account nominated on the Hire Agreement.

4. Ignite Faith centre may terminate any booking(s), any Event and/or this Agreement in its sole discretion if it considers:

- a. the Event will, or might, contravene any statute, order, regulation, bylaw, rule of law or any other requirements of a public or local authority, or otherwise be in breach of this Agreement;
- b. that the management or control of the Event is deficient.

5. Ignite Faith centre reserves the right to cancel booking(s) where circumstances so warrant. These may include, but are not limited to, emergency situations and adverse environmental/weather conditions. Ignite Faith centre will endeavour to provide an alternative Ignite Faith centre venues. If the alternative option is not suitable, the hire fee will be refunded in full.

6. Ignite Faith centre is entitled to suspend or cancel all or any part of this Agreement, in addition to its other rights and remedies, in any of the following circumstances:

- a. If any cheque tendered to Ignite Faith centre in payment of any indebtedness of the Hirer under this Agreement is dishonoured upon presentment.
- b. If the Hirer fails to meet any obligation under the Agreement with Ignite Faith centre.
- c. If the Hirer is made bankrupt, dissolved, placed into liquidation, becomes insolvent, or is removed, or is likely to be removed from the register of companies.

- d. If a receiver is appointed in respect of the assets of the Hirer.
- e. If an arrangement with the Hirer's creditors is made or is likely to be made.
- 7. Upon cancellation of this Agreement under (c) or (e) above the Venue Hire Price will not be refunded and all indebtedness of the Hirer to Ignite Faith centre hereunder shall become immediately due and payable.

Insurance

1. Ignite Faith centre does not undertake to arrange for or maintain any insurance cover, property, contents or otherwise, for the Ignite Faith centre venues or the Event for the benefit of the Hirer. Any items brought in by the Hirer are the responsibility of the Hirer and will not be covered by the Ignite Faith centre insurance. We recommend appropriate insurance cover be obtained.
2. The Hirer is responsible for arranging for and maintaining any insurance cover they consider necessary and adequate. That includes any public liability insurance cover which is required for medium – to high risk Events to protect the Hirer against claims made by third parties for damage to people or assets.
3. The College will not be responsible or liable for any loss, theft or damage of any property of the Hirer or of any user of the facility regardless of cause.

Cleaning, Rubbish and Lock-up

1. A Cleaning Fee of \$100 will be charged to Hirers of the Ignite Faith centre.
2. The Hirer is responsible for ensuring that the hired space is left clean and ready for the next user. This includes wiping down benches, tables, stoves and sinks; removing all decoration; and mopping up spills.
3. Hirers are not responsible for cleaning the floors or toilet areas. A Hirer who has paid the Cleaning Fee is still required to sweep, clean and pack down tables and chairs, and pack, bag and remove all rubbish off site.
4. Hirers are required to bring their own cleaning equipment and garbage bags for the rubbish.
5. The Hirer must remove all rubbish off site at the end of the Event, and must leave the Ignite Faith centre venues and all equipment and furnishings in the Ignite Faith centre venues, including car parks and adjacent premises, in good, clean and tidy order. Additional charges will be incurred if rubbish is not removed off-site.
6. The Hirer must secure the Ignite Faith centre venues after the Event, in particular:
 - a. The Hirer must return all access keys to Ignite Faith centre within five (5) days after Event or in the case of a Regular Hirer, after the last booked Event during the Financial Year).
 - b. Switch off all electrical appliances, lights, heaters and stoves.
 - c. Ensure that all windows and doors are secure.
 - d. Ensure that the alarm is set and activated (where applicable).
7. Unless directed otherwise by the Booking Manager, chairs and any other furniture items are to be returned to where they were found.
8. A strict three-strike policy applies for cleaning and rubbish removal each Financial Year. A Hirer will receive a warning if it does not leave the hired space clean and ready for the next user. On the third occurrence warranting a warning, the Hirer will be removed from the Ignite Faith centre venues, any future bookings will be cancelled, and the Hirer will not be allowed to book any Ignite Faith centre venues for the remainder of the Financial Year.

Liability

1. The Hirer will indemnify Ignite Faith centre, its employees or agents against all claims, demands, losses, damages, costs and expenses arising from the Hirer's use of the Ignite Faith centre venues or any breach of this Agreement.
2. Ignite Faith centre is not responsible for the loss of or damage to any of the Hirer's property in or around Ignite Faith centre venues. Any equipment/property left in Ignite Faith centre venues is at the Hirer's own risk.
3. Ignite Faith centre does not warrant that the Ignite Faith centre venues are suitable for the Event.

4. Ignite Faith centre is not liable for any loss or expense that the Hirer incurs if Ignite Faith centre is not able to make the Ignite Faith centre venues available to the Hirer as a result of fire, flood, earthquake, failure or other unavailability of any building services or other Event beyond the Colleges reasonable control.

5. To the extent permitted by law, Ignite Faith centre 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 the Council's liability under or in relation to this Agreement for any loss, damage, claim or expense is limited to the Venue Hire Price.

Health and Safety

1. The Hirer must ensure that access and egress for neighbouring properties or emergency vehicles are available at all times and that the public is not duly inconvenienced by the Event. This includes public and private access ways that must be kept clear at all times.
2. It is the Hirers responsibility to make themselves familiar with the evacuation procedure in case of fire at the Ignite Faith centre venues, and to ensure that all emergency exits are clear and free of any obstacles. Fire Building Warden responsibilities will be issued when key is uplifted from the Booking Manager.
3. In case of fire at an Ignite Faith centre venues, the Hirer must ensure the evacuation procedure is followed immediately and fire emergency response is notified.
4. The Hirer is responsible to appoint and instruct a fire warden for the Event. The assigned Fire Building Warden must ensure that all emergency exits are checked twice prior to the Event and at least once during the Event. This includes ensuring there is no interference with smoke detectors, fire extinguishers and emergency exits.
5. Any hazard a Hirer may encounter either as a result of any activity or physical condition must be reported immediately to Ignite Faith centre by calling 0211409937 or 02102502990 or in the event of an emergency by calling the relevant emergency response and Ignite Faith centre.
6. 6. It is the responsibility of the Hirer to provide first aid supplies.

Alcohol

For current guidelines, please visit Auckland City website: aucklandcouncil.govt.nz. The Hirer will also comply with any alcohol restrictions or guidelines included in this Agreement at the time of booking.

Induction and access to Ignite Faith centre venues

1. It is the Hirer's responsibility to make themselves familiar with the Ignite Faith centre venues, in particular:
 - a. Cleaning requirements on completion of the Event.
 - b. Layout, available space and equipment provided.
 - c. Equipment packing and storing.
 - d. Fire Warden Duties, including emergency evacuation procedures.
 - e. Security and lock up procedures.
 - f. The capacity of the Ignite Faith centre venues.
 - g. Noise control limits.
2. Ignite Faith centre will provide the Hirer with the key and security code (if relevant) to the Ignite Faith centre venues at least one day prior to the Event, subject to payment of the Venue Hire Price and confirmation of the booking in accordance with this Agreement.
3. It is the Hirer's responsibility to be available at the agreed times to receive the key or be present at the Ignite Faith centre venues at the agreed time to receive access.

Noise, Neighbours And Music

1. In organising and staging the Event, please consider the interests of the venues neighbours.
2. Noise levels must be kept to an acceptable level at all times. Failure to reduce noise levels at the request of a Council official or the Police will result in the Event being stopped.

3. If commercially recorded music is used in an Ignite Faith centre venues, it is the responsibility of the Hirer to comply with all copyright requirements.
4. All music or amplified sound must cease 10 minutes before the booked finish time or as stipulated in the booking order form or otherwise advised by Ignite Faith centre.

Parking

1. The Hirer shall ensure that no vehicle obstructs access in any way or contravenes any restricted parking signs.
2. Ignite Faith centre cannot guarantee parking availability as it is limited at all Ignite Faith centre venues.

Furniture and equipment

1. Hirers are responsible for setting up, cleaning and packing away any furniture and equipment used during their Hire Period. All furniture must be returned to designated storage areas, ensuring that all fire exits are left clear at all times.
2. Furniture and equipment in the Ignite Faith centre venues are approximate numbers only and may vary. Tables and chairs are provided but a specific number is not guaranteed. Ignite Faith centre reserves the right to remove or replace furniture at each Ignite Faith centre venue as it deems necessary. If the Hirer requires additional furniture and equipment to what is available, then it is the Hirer's responsibility to organise.
3. It is the Hirer's responsibility to ensure that all furniture brought in externally for an Event, is removed by the end of the Hire Period.
4. Ignite Faith centre reserves the right to remove and if not claimed (within 7 days), dispose of any equipment or furniture left in a Ignite Faith centre venue after the Hire Period.
5. Ignite Faith centre does not take responsibility for the loss or damage to any equipment, furniture or personal item left in an Ignite Faith centre venue.
6. Furniture and equipment must be carried, not dragged on the floor.
7. All electrical equipment brought in by Hirers must display the current tag that identifies it has been tested and tagged by a qualified technician. This is an Ignite Faith centre regulation and any electrical equipment found in the Ignite Faith centre that's not tagged appropriately, will be removed immediately.
8. All permanently mounted sound, lighting and AV equipment in the facility may only be used in consultation with Ignite Faith centre and only under the guidance of a technician approved by Ignite Faith centre.

Storage Hire – Existing Arrangements Only

1. Ignite Faith centre reviews storage allocation and requirements on an annual basis and Hirers must apply to Ignite Faith centre for continued use each Financial Year.
2. Ignite Faith centre is not responsible for any loss or damage to any item(s) left in or stored in an Ignite Faith centre venues by the Hirer.
3. Ignite Faith centre does not provide any insurance cover for loss or damage to property of the Hirer or visitor to the Ignite Faith centre venues.
5. Ignite Faith centre reserves the right to cancel storage allocation where circumstances so warrant. This may include but is not limited to capital works taking place in line with the annual review. A minimum of four weeks' notice will be provided to the Hirer.

Contact in Case of Emergency

If the Fire Alarm goes off, evacuate the building as per the Fire Evacuation Procedures documents you have been given.