



## CENTRAL HAWKE'S BAY MUNICIPAL THEATRE



## VENUE HIRE - TERMS & CONDITIONS

## Earthquake Prone Status of CHB Municipal Theatre (formerly Waipawa Town Hall)

As a potential user of the CHB Municipal Theatre we would like to inform you of the outcome of a recent seismic assessment that we had commissioned for the building. First, however, we would like to let you know that you are still able to use the facility, but you should be aware of the risks and let your members or attendees be aware of the risk.

The overall seismic rating of the building is less than 25% of NBS (at Importance Level 2) and is therefore considered a High Seismic Risk. The %NBS (New Building Standard) is an assessment of the capability of a building to resist earthquake shaking. A %NBS rating doesn't predict how the building will perform in a particular earthquake as this is dependent on many factors. The %NBS rating provides an indication of how well the building protects life when compared with a hypothetical similar new building on that same site that just complies with the minimum standard required by the Building Code. It's worth pointing out that correctly designed and constructed new buildings can be expected to have equivalent ratings well in excess of 100%NBS.

You may wonder why Council isn't closing the building. The rating does not represent an absolute assessment of risk or safety. For example, a rating of less than 25%NBS does not mean a building poses an imminent risk nor is that building expected to collapse in moderate levels of earthquake shaking. However, that building is expected to present a greater risk to life during earthquake shaking than a building with a significantly higher rating.

You will most likely be aware of the closure of the Waipukurau Library and reduced occupancy at the Waipukurau Memorial Hall both with <20% NBS. The difference in management of the risk is that the building structural designs and building materials are very different. Due to the lightweight timber-framed structure of the Municipal Theatre a major earthquake would likely cause extensive damage and we would expect injuries, but the building is unlikely to collapse and is considered low risk to 'life safety.'

The steps we are taking is reducing the overall occupancy by limiting use and numbers on the mezzanine or 'dress circle' in the auditorium to streamline evacuation. We have also posted signs at and near the main entrances of the building. New hirers will also be given information.

The Central Hawke's Bay Municipal Theatre was originally built in 1910 and has had modifications and reconfigurations in 1955, 1969, and 1983. Fortunately, the 2010 work on the stage and dressing rooms is well-designed and detailed in accordance with current loading codes and requirements.

We hope you will continue to use the Municipal Theatre. Please fill free to contact me if you have further questions.

Sincere regards,



Nikki Whelpton  
Property Manager



## Terms and Conditions

- A Venue Manager will be on site for the duration of your tenure and will be responsible for opening and closing the venue.
- The Room will be configured to client's specifications – as noted in the Booking Sheet attached
- Hire period must include sufficient time for organiser set-up and pack down.
- The Hirer is liable for any damages that occur to the property and equipment as a result of the user/groups actions.
- The hirer will be the nominated point of contact responsible for group members using the premises throughout the duration of the booking. If the hirer is not the point of contact then one must be nominated.
- Hirers may not enter any facility until the time booked for the function and must be out of the facility by the end of hire. **The booking period must include set up and pack down of equipment.** All persons shall leave the site within 30 minutes after the finish of any event. Only persons involved in the cleaning of the venue to remain on site.
- The hirer must agree to these terms and conditions by signing this document, to enable the acceptance of their booking.

**Please note:** Should you wish to access the venue the day prior to set-up/install equipment and decorate the venue OR return the following morning to retrieve hire equipment and/or remove decorations, then an additional Pack In/Out booking is required.

- All Council-owned buildings form part of Council business. All activities on Council properties fall under the Health and Safety and Employment Act 2015. Council, Hirers and users of Council owned properties are bound by the Act to take all practical steps to ensure the safety of all participants of events.
- CHB District Council reserves the right for District Council staff on presentation of an authorised warrant to be present at the venue at any time. Any contractor with prior arrangement with District Council.
- The District Council reserves the right to cancel any bookings at its sole discretion if it is deemed to be an inappropriate use of the property. Should a request for a booking be made at a time and/or venue that conflicts with another unconfirmed booking, the Booking Officer reserves the right to determine which hirer shall be given use of the venue at its sole discretion. Cancellation of the booking or changes to the booking by the Hirer may result in fees or charges applying.

**Emergency Management Facility** - This Council-owned facility may be required for Civil Defence purposes in the event of a Civil Emergency. If this occurs, Council will make every endeavour to rebook you into an alternative Council-owned hall. However, this will be dependent on the circumstances, scale, location and nature of the Civil Emergency.

### Cancellations & Amendments

Should your event be cancelled within 72 hours of your event booking a cancellation fee of 10% of hire will be charged. This will not apply if cancellation is due to Covid Alert level changes which mean your event is unable to proceed.

A non-refundable bond / deposit may be payable at confirmation of booking date. This will be confirmed within your Hire Agreement and invoiced by CHB District Council on behalf of the CHB Municipal Theatre.



## Health & Safety

- Please keep exits clear and visible at all times
- Hirer must take all steps to manage and supervise the health and safety of all guests during the period of the event, including taking the necessary steps to control or eliminate potential hazards. Depending on event, a Health & Safety Plan may be required. In some cases, it may just be an understanding of emergency procedures (see below) through to a full plan for large scale events.
- Please familiarise yourself with all emergency notices, these include: the Housekeeping & Emergency Procedures – provided with your Booking Confirmation email and on display at the venue. Location of the First Aid Kits and Defibrillator.
- If an accident occurs while using the facility please contact a staff member as soon as possible

**Please note:** The Hirer agrees to provide at least one person to be responsible for overseeing the recording of attendees and in the event of an evacuation, this person would assist the Chief Fire Warden/Venue Manager with the evacuation procedure. See list of responsibilities under 'Housekeeping & Emergency Procedures'.

### Additional Requirements

- The No smoking or vaping permitted within the building. Smoking designated area – Outdoor Patio.
- Hirer must truthfully and accurately state the type of activity the community facility is being hired for.
- The hirer shall ensure that all persons have vacated the community facility by the end of the hire period.
- The hirer must adhere to the confirmed hire period
- It is the responsibility of the hirer to inspect the community facility at the commencement of their allotted booking time to ensure its conditions is safe and fit for purpose for the hire. Any hazards are required to be immediately reported to staff or alternatively the Council After Hours Service via (09) 857 8060
- The hirer is not permitted to allow any illegal activities to take place in or outside the community facility during their hire period.
- It is the hirers responsibility to contact the NZ Police immediately if there are any safety concerns due to disorderly behaviour.
- The state capacity of the community facility must not be exceed at any time as required to meet national Building Warrant of Fitness standards. It is the hirer's responsibility to understand the venue's capacity and ensure it is complied with.

### Additional costs will occur if:

Venue, equipment or fittings are damaged

- Extra cleaning is required
- You enter into or remain in the venue outside the booked period
- BYO - Private Functions only (\$5/person corkage fee)
- Additional staff required for large events.
- If event falls on a public holiday (15% surcharge)
- The fire alarm is activated - Inappropriate activation of the Fire Alarm System (e.g. use of smoke machines or candles without notifying Venue Manager) will incur a cost to cover Call Out and Resetting fees. This will be on-charged to the hirer.



*Should additional costs for venue repair, cleaning, or any other reason be incurred by the CHB District Council in relation to the hire, the Hirer will be responsible for reimbursing CHB District Council for those additional costs, within 14 days of being advised of those costs unless otherwise agreed to by the CHB District Council in writing.*

*The base minimum charge for extra cleaning & rubbish removal is \$60 (+GST)  
The base minimum charge for fire alarm activation is \$750 (+GST)*

## Decorating of the venue

We are happy to provide quotes for any decorative items you may require. We are also able to get quotes from our preferred suppliers for them to decorate the venue for you.

Should you wish to decorate the venue yourself we ask that the following is taken into consideration:

- No items to be stuck directly to the wall with tape or nails – blu-tak may be used if removed carefully
- Request permission to put anything on the stage
- If you require special lighting this needs to be signed off by the technician
- No furniture that will damage the wooden flooring
- Candles may be used but you must notify Venue Manager before any flames are lit as we need to isolate the alarm system.
- Use of hay, glitter, confetti or other such items will incur an extra cleaning fee.

## Kitchen Hire

- Kitchen Hire includes the use of all crockery, glassware & cutlery stored on-site and also the use of the ovens, microwave, wall urn and 1 commercial style refrigerator.
- Additional kitchen equipment & appliances are available and are charged in addition to kitchen hire – see general list below.
- The Theatre provides catering options for small to medium events eg. Morning tea, lunch, afternoon tea & Finger food/grazing Table options.
- External & Self-Catering – For larger functions we are happy to provide a list of preferred caterers. Outside caterers and those hiring the kitchen are expected to provide their own kitchen and front of house staff & servers
- Kitchen to be left clean & tidy. A cleaning checklist is displayed in the kitchen – all equipment is to be returned to same location.
- All cookware, crockery & cutlery is to be handwashed and then put through a cycle in the steriliser before being put away.
- Theatre glassware that has been sterilised is to be left to air dry on the kitchen bench for the Venue Manager to put away.
- **Food stalls** - If you are selling food please note, all food stall operators selling food must comply with the Food Act 2014 and hold a current certificate of registration issued either by the Ministry for Primary Industries or a Local Council.

## Band / Entertainment

We are more than happy to work with your band / DJ for your event. We do ask that a designated person contact the Theatre to let us know the sound and technical requirements – ideally this should be done at least 2 weeks prior to the event. Our license requires control noise at midnight; therefore, any music should stop playing before or at midnight.

## Included with Hire

- Venue/Duty Manager – to oversee facility operations
- 200 Black chairs
- 20 small black rectangular tables
- Water glasses & Jugs
- Whiteboard & 65" Smartscreen TV
- PA System, hand-held mic & lectern
- Use of presenter laptop and presentation remote

**Hourly Rental** – Minimum 3 hour booking required (includes staff time for set-up and cleaning)

**Full Day rental includes:**

Access to the venue from 8.00am for delivery of any hired items, set up and personal theming.

Full Day hire is for up to a maximum of 10 hours, after which the normal hourly rate applies.

The venue to be vacated no later than 12.30am that evening at the latest.

Please note: Should you need to return the following morning to retrieve hire equipment and/or remove decorations, then an additional Pack In/Out booking is required.

**Reduced Rates for Community Events, Schools & Fundraisers:**

Expectation that groups support with supplying volunteers to assist with set-up & pack-down tasks and/or for example - Front of House Staff (eg. Ushers & servers) reducing the need for paid staff.

**Bar and licensed area**

The CHB Municipal Theatre has a full liquor on-license. The liquor license terms and conditions allow us to operate between 10am – 11pm Sunday – Thursday, & 10am – 12 midnight Friday & Saturday.

We have fully trained bar staff. We can set up a "tab" or we can operate a cash bar for your function. Eftpos facilities are available at the theatre – Paywave now available (1.8% surcharge applies)

Alcohol and refreshments are supplied by CHB Theatre however we are happy to order in some preferred beverages.

Additional bar staff may be required depending on the size of the event and is an additional charge – This will be discussed and confirmed in Hire Agreement.

BYO (PRIVATE Functions only).

A \$5/person corkage fee. This applies to all guests of legal drinking age.