



NYC AURORA LOUNGE - Terms & Conditions of Hire

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1) Area of Hire

- a) The hire area is the Aurora Lounge situated on level 2 of the Nelson Yacht Club (hereinafter referred to as "the Club"), associated toilets, bar and adjacent outside deck area.
- b) The hire area does not include the kitchen, the adjacent restaurant, the mezzanine floor or any of the ground level areas including the boat deck.
- c) Access to the Aurora Lounge is via the shared entrance foyer, lift and stairway or via the external stairs from the deck.

2) Bookings and Confirmation

The Club will accept and hold bookings on the following terms:

- a) A booking is confirmed when the "Hire Agreement" form is completed and signed by both parties and the required deposit is paid. Until the application is received and the deposit paid the booking is only tentative.
- b) When a booking is made the terms of hire offered will be sent to the intending hirer together with the "Hire Agreement" form and the full terms and conditions of hire.
- c) To confirm the booking the intending hirer must complete and return the "Hire Agreement" form and the "Fire Evacuation Form" together with the required deposit within 14 days of it being received by the intending hirer.
- d) Bookings not confirmed within 14 days will continue to be held as tentative bookings but the Club reserves the right to amend the terms of the original offer or cancel the booking.
- e) If another hirer wishes to confirm a booking on the same date and time that a tentative booking is held the Club will normally give the hirer with the tentative booking the opportunity to confirm or cancel the booking. This must be done within 24 hours of the hirer being so notified. Bookings not confirmed within this 24 hour period will be deemed to have lapsed.
- f) The provisions in (e) above will not apply if the club cancels the tentative booking. It is expected that such cancellations will be rare however no booking is guaranteed until the contract is signed and the deposit paid.
- g) **The deposit is 50% of the full hire fee.**

3) Bond and Balance of Hire Fee

- a) The balance of the hire fee and bond, if required, must be paid no later than 14 days before the date of hire.
- b) The bond will be returned at the beginning of the following month after the hire provided the Conditions of Hire have been met. (see Clause 5 below).

4) Cancellation of Bookings and Refunds

- a) Hirers are required to give notice in writing if they wish to cancel a confirmed booking.
- b) Refunds of deposits will be in accordance with the following policy:
 - i) For cancellation three calendar months or more from the booked date of hire the deposit will be refunded.
 - ii) For cancellations less than three calendar months from the booked date of hire any refund or partial refund will be solely at the discretion of Nelson Yacht Club. The key factor will be whether or not the club was able to arrange an alternative hire.
 - iii) Where the Club is forced to cancel a confirmed booking, the hirer will be given a full refund of all payments made to the club in respect of the hire. This will be the limit of the club's liability. The Club will not accept any liability for any other costs incurred by the hirer.



5) Responsibility for Loss or Damage

- a) The Club recommends that hirers make a thorough inspection at the commencement of the hire period to satisfy themselves as to the condition of the facility and contents being hired. Any concerns should be raised with the Club Manager.
- b) Any damage or loss of the Clubs property during or in connection with the period of hire whether caused by patrons, invitees, employees, performers or any person engaged by the hirer or by any person permitted or suffered by the hirer to be on the premises shall be the responsibility of the hirer.
- c) The bond will offset the cost of repairs or replacement in the first instance.
- d) The Club will not accept any responsibility or liability for any damage to or loss of hirer's property or the property of any employee, invitee, or independent contractor of the hirers placed on the property of the Nelson Yacht Club.

6) Catering

- a) The Club has an in-house caterer; Nourish Catering.
- b) All event catering must be arranged directly with Nourish Catering.
- c) Nourish Catering will retain access to the kitchen at all times.
- d) The lounge may be hired for un-catered or self-catered events but there will be no access to the kitchen area. In the case of self-catered events, all food must be prepared off-site.
- e) In exceptional circumstances, and only with the prior agreement of the Club Manager and Nourish Catering, an external caterer may be used. This may involve an additional fee. Where an external caterer is used, the hirer shall be responsible for their caterer in every way and must ensure that the requirements of the club insurers Commercial Cooking Warranty is adhered to (See Appendix 1)

7) Bar

- a) The Club does not operate the bar and hirers make their own arrangements.
- b) If alcohol is to be sold across the bar or included in the ticket price for admission to any function or event a special license is required. The arranging and cost of such a license will be the responsibility of the hirer. Licenses are issued by the District Licensing Agency, C/o Nelson City Council.
- c) There is plenty of chiller space. This includes room for kegs but there are no gas or beer lines installed. Hirers using kegs will need to arrange their own portable system.
- d) **HIRERS ARE RESPONSIBLE FOR THEIR BAR OPERATORS IN EVERY WAY.**

8) Setting-up and Clearing Away.

- a) The Aurora Lounge is hired as a bare venue. Hirers are responsible for the setting-up for their function and afterwards clearing away and correctly storing all the Club furniture and equipment used.
- b) Access to the Aurora Lounge is limited to the period of hire. This includes decorators, contractors or others arranged by the hirer. Hirers need to consider such requirements when making bookings and to consider whether the Lounge needs to be booked for an additional period.
- c) **UNLESS OTHERWISE ARRANGED WITH THE CLUB MANAGER** all equipment and decorations must be removed from the premises **BY THE CONCLUSION OF THE HIRE PERIOD**. This includes, but is not limited to, such things as tables and chairs, barbecues, catering equipment, pot plants, furniture, decorations and band equipment. At no stage is equipment etc to be left in the foyer.
- d) All lighting, heaters and stoves are to be turned off when vacating the premises.
- e) Due to lack of storage space, it is unlikely that any furniture or other chattels not required can be removed from the room. While hirers are free to bring in whatever they wish (e.g. round tables) it is not possible to store the existing tables on site and, due to past damage, the Club will not agree to the removal of furniture or chattels from the premises.



9) Cleaning

- a) Hirers are responsible for leaving the lounge in a tidy condition, wiping down and correctly stacking tables and chairs (refer to plan on wall).
- b) Two hours cleaning is included in the hire charge. If extra cleaning is required this will be charged / deducted from the bond at a rate of \$50 per hour.

10) Disposal of Rubbish

- a) Hirers are responsible for the tidying of all rubbish and bottles that have accumulated from their function by the end of the hire period or agreed hire period.
- b) There are two 240l wheelie bins provided for the exclusive use of hirers. Any extra rubbish must be removed by the hirer or it will be charged accordingly.
- c) Hirers are **NOT** permitted to use Nelson Yacht Club bins on deck area.

11) Heating

- a) Heating is supplied by 2x heat pumps above the bar. Hirers must ensure that both units are off after the hire.

12) Insurance

- a) Hirers are responsible for providing their own Public Liability Cover.
- b) Hirers are responsible for insuring any furniture or equipment they bring to the Club.

13) Safety Officer, Electrical or other Specialised Staff

- a) If the intended use of the Aurora Lounge by the hirer requires the provision of qualified/trade/specialist staff the costs for such services shall be the responsibility of the hirer. The Club must be advised as soon as possible of any such intentions.

14) Power Supply

- a) There are limits to the power supply in the lounge. There are two 10amp single phase circuits in the lounge itself. This will meet most requirements but is insufficient for some high current drawing equipment such as stage lighting. Hirers should check power demand requirements with suppliers of such equipment before it is installed.

15) Fire Alarms, Evacuation Procedure and Building Wardens

- a) The Club has an approved fire alarm system which is monitored by Safe & Sound (Key Agent). Should the alarm be activated resulting in the Key Agent being called there may be a charge.
- b) The hirer agrees to nominate responsible persons attending the function to act as Fire Warden and Floor Wardens. A copy of the Evacuation Procedure and Duties of the Wardens will be supplied to hirers. This information must be forwarded to your nominated wardens.
- c) Hirers must ensure that exits and access to safety equipment such as hoses and extinguishers are kept clear at all times.
- d) The hirer **SHALL NOT** introduce any equipment or device that creates excessive heat or smoke which is likely to activate the fire alarm. Candles and open flame equipment are not to be used in the lounge.
- e) Should the alarm be activated due to the negligence or carelessness of the hirer or any invitee, employee or independent contractor introduced by the hirer, or by any equipment or device introduced by the hirer, any invitee or independent contractor, then any charges imposed shall be paid by the hirer.

16) Special Conditions Concerning Sound Levels

- a) The hirer must comply with the Nelson City Council bylaws covering noise levels. Consideration of residential neighbours is requested both during and on leaving the premises after the hire.

17) Access To and Use of Lift

- a) The lift has a capacity of three persons or 400kg and is primarily for wheelchair access.
- b) The key should remain tied into the lift and not removed for any reason.
- c) At the end of the evening ensure the lift is left at the top, with the key positioned "OFF"



- d) The lift must not be used during an emergency evacuation of the building.

18) Styling / Decorations and Decorating Materials.

- a) Confetti, rice, glitter and similar materials must not be used in the lounge or on club premises.
- b) Do not use ballroom powder on the dance floor or elsewhere.
- c) Fixing of decorations to any part of the building is **STRICTLY FORBIDDEN** except where decoration-fixing points are provided. Retouching damaged walls will be charged
- d) The main entrance, stairway and landing are shared with the restaurant. Decorating in these areas is not permitted.

19) Smoking

- a) The law requires that the lounge is smoke free. Smoking is restricted to the outdoor deck area and hirers and their guests must provide containers for cigarette butts / ash, and remove them from the premises after the event.
- b) Special care must be taken to ensure that no cigarette butts / ash fall to the deck or boats below.

20) Heavy or Large Scale Equipment

- a) All heavy or large scale equipment is to be brought into the lounge via the outside stairs and the ranchslider.
- b) **No vehicles or trailers are permitted on the lower wooden deck area as it is not rated for vehicle weight. Hirers must ensure suppliers and contractors are aware of this.**

21) Capacity

- a) The maximum number of people permitted in the Aurora Lounge is 185.

22) Furniture and Equipment

- a) 12 x rectangular tables (1525mm x 765mm), 12 x square tables (765mm x 765mm), 3 x small tables (600mm square x 460mm high), 96 chairs and 5 x bar stools, which are included in the hire.
- b) Meeting equipment (data projector, screen, and whiteboard) can be hired at extra cost.
- c) All other furniture or items required for the function is the responsibility of the hirer.
 - i) The Club does not provide any crockery, cutlery, glassware, catering equipment etc.
 - ii) The Club does not provide any drapes, tablecloths, seat covers etc...

23) Nelson Yacht Club Access - Administration and Supervision

- a) The Club Manager or Nominee shall at all times have access to the Aurora Lounge and any part of the Club.
- b) The mezzanine floor is **OUT OF BOUNDS** to hirers at all times unless by prior agreement.
- c) Hirers should be aware that Nelson Yacht Club is a sports club and accordingly the Club Office and Control Room on the mezzanine floor may be in use during a function. Officials or their appointees will have access to the mezzanine floor and the start/finish horn may be sounded.

24) Legal Requirements

- a) The premises will be used only for lawful purposes and in accordance with these conditions and the laws of New Zealand and the bylaws of the Nelson City Council.

25) Keys and Security

- a) **One set of keys per hire** can be collected by arrangement prior to the hire period. This key will lock/unlock both doors into the ground floor lobby/entranceway, and the main door into the Aurora Lounge.
- b) The hirer shall ensure that the premises are securely locked when they are vacated. This includes all windows and sliding doors onto the deck, being locked from the inside. All lights, appliances and heaters must be turned off.
- c) **Keys must be returned as soon as practical** after the hire. A late return penalty may be imposed and if keys are not returned, the cost of rekeying the locks will be deducted from the bond.



26) ALL HIRES ARE AT THE DISCRETION OF THE CLUB'S ADMINISTRATION COMMITTEE

Appendix 1 - Commercial Cooking Warranty

- i) No deep frying or wok cooking is to be left unattended.
- ii) Kitchen staff are to be made aware of where all electricity and gas shut-off switches or valves pertaining to the cooking operation are located so that, in case of fire and provided reasonably safe to do so, these should be isolated.
- iii) When cooking has finished for the day, all cooking appliances are to be turned off and their energy source isolated (electricity at the wall and gas by the shut-off valve).
- iv) A commercial-grade fire blanket is to be accessible for immediate use at all times and installed in a conspicuous place near, but at a safe distance away from, the cooking operation.
- v) There is to be a minimum of one fully charge F rated wet chemical fire extinguisher (in accordance with Australian Standard / New Zealand Standard 1850:2009), mounted, blazoned and accessible for immediate use at all times in a conspicuous place near, but at a safe distance away from, the cooking operation.
- vi) All waste material and scrapings are to be cleaned from each unit, removed from the building outside business hours and stored in closed metal containers.
- vii) Waste cooking liquid shall be removed from each appliance and is to be removed to the outside of the building and stored in one or more closed metal containers.
- viii) All cut-outs, thermostats, heating elements and associated controls are to comply with the relevant New Zealand standards and codes of practice, and are to be maintained in a safe working conditions at all times, and must comply with relevant electrical/gas laws.
- ix) There must be a metal extraction hood installed above the appliance with a properly functioning metal flue to vent fumes externally. Grease filters must be fitted in the flue, be easily accessible for cleaning. To avoid excessive build-up of grease extraction flues and ducting are to be inspected monthly and cleaned as necessary (at least every 6 months). All associated fans and blades are inspected at least annually and cleaned as necessary.
- x) Every thermostat, appliance, flue and associated fan, fire blanket and extinguisher must be maintained in good working order at all times and serviced no less frequently than annually.
- xi) Each appliance used for deep frying shall have fitted separate externally non-adjustable and manually reset cut-out mechanisms which disconnect each heating element from the power supply when the temperature of the cooking liquid reaches 230 degrees Celcius.
- xii) A close-fitting steel lid is to be put in place when each appliance is not in use.

Requirements 7, 9 and 11 above do not apply to bench top fryers with ten litres or less oil capacity.

Requirement 12 above only applies to bench top fryers with ten litres or less oil capacity, when a lid forms part of, or is supplied with the bench top fryer (whether the lid is steel or not).

For the purposes of this warranty, commercial cooking excludes cooking in a residential dwelling or unit, but includes cooking in communal kitchens such as, community halls, hire venues, hostels, maraes, sports clubs and the like.

Where the insured is not the commercial cooking operator, the insured must provide the operator with a written copy of this warranty advising them in writing that they can be held responsible for any damage or losses resulting from breach of this warranty.

Any breach of this warranty without the reasonable knowledge or consent of the insured shall not prejudice this insurance.