



CHICHESTER COTTAGE

Terms and Conditions of Hire

Hobsonville Point Residents Society offers Chichester Cottage for you and your family, sporting team, community group, school, or organisation to hire and enjoy. The following Terms and Conditions of Hire have been developed to ensure your event runs smoothly with minimal disruption. These Terms and Conditions of Hire should be read in full including any specific requirements for individual facilities. By making a payment to Hobsonville Point Residents Society for Chichester Cottage 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. Your booking is not confirmed until you have accepted the Terms and Conditions of hire. For casual hirers, receipt of full payment must also be received to confirm the booking.

By accepting this Agreement, I warrant and confirm that:

I have read and understood the full Terms and Conditions of hire, I am at least 18 years old and have the authority to accept this agreement, and I understand and accept that the information provided for my booking may be shared with the NZ police.

SIGNED:

DATED:

General conditions of use

- a) All Hirers must be a legal entity. Hobsonville Point Residents Society reserves the right to ask for proof of legal entity. A legal entity is a registered group or individual who has capacity to:
 - i. enter into agreements or contracts
 - ii. assume obligations
 - iii. incur and pay debts
 - iv. sue and be sued in its own right
 - v. be accountable for illegal activities
- b) The person who makes the booking (or the legal entity's representative as notified to Hobsonville Point Residents Society) is required to be present for the duration of the Hire Period.
- c) The capacity of the Chichester Cottage must not be exceeded at any time. It is the Hirer's responsibility to understand the capacity and ensure it is not exceeded.
- d) Chichester Cottage is designed for general use. The Hirer must consider the suitability for their intended purpose when making a booking.
- e) Hobsonville Point Residents Society Customer Privacy Policy applies to Hirers. This can be found at www.hprs.co.nz
- j) No animals are permitted inside Chichester Cottage, 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).



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- k) The Hirer must not allow any illegal activities to take place in or outside the Chichester Cottage during the Hire Period. All statutory rules, regulation and bylaws in force shall be strictly observed by the hirer.
- l) The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, responsible for all children 10 years of age and under.
- m) Notwithstanding any other provision contained in this Agreement, Hobsonville Point Residents Society may refuse admission to any person or require any person attending the Event to leave the Chichester Cottage at the sole discretion of any Hobsonville Point Residents Society staff/voluntary member.
- n) The Hobsonville Point Residents Society Customer Privacy Policy applies to hirers. This can be found at www.aucklandcouncil.govt.nz
- o) Nothing in this Agreement creates a landlord – tenant relationship between parties.

p) 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.

Bookings

- a) Bookings are to be for a minimum of one hour.
- b) The Hirer must precisely state the type of activity and Event to take place and use the Chichester Cottage only for that purpose.
- c) The Hirer must use only the area in the Chichester Cottage that has been booked and confirmed.
- d) Hire-age excludes the use of any park facility. The Park surrounding Chichester Cottage must be booked separately by calling Hobsonville Point Residents Society chichestercottage@gmail.com.
- e) If you need to change your booking within 5 days to your booked date you must contact Hobsonville Point Residents Society or email chichestercottage@gmail.com It may not be possible for Hobsonville Point Residents Society to accommodate all requested changes.
- f) Change of a booking day is considered as a cancellation of the booking as a whole.
- g) Cancellation rules apply to all amended bookings that result in a different time period, except for the extension of bookings.
- h) Set up and pack down time must be included in the Hire Period.
- i) The Hirer shall ensure that all persons have vacated the Chichester Cottage by the end of the Hire Period.
- j) Hobsonville Point Residents Society reserves the right to have staff present at the Chichester Cottage at any time during the Hire Period.
- k) 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).



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l) Hobsonville Point Residents Society gives priority to community activities that will enhance their local areas. These types of activities may eligible for a subsidy (priority rate).

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Regular hire

- a) A Hirer who has 10 or more recurring confirmed bookings within each Financial Year, is a "Regular Hirer" for the purposes of this Agreement.
- b) As a Regular Hirer you are agreeing to hire between 1 July to 30 June of the Financial Year. Payments may be for the Financial Year or you can elect to pay by instalments in which case periodic invoices will be issued.
- c) To confirm bookings a Regular Hirer must accept these Terms and Conditions within four days of receiving the booking schedule. These Conditions shall be deemed to be accepted if Regular Hirer does not contest the booking schedule within four days from receipt of the booking schedule.
- d) The provision of credit to Regular Hirers under this agreement is limited only to liability for payment of moneys payable for the supply of services provided by Hobsonville Point Residents Society Chichester Cottage. Nothing herein shall impose any obligation on Hobsonville Point Residents Society to provide credit to the customer in respect of any other types of services or goods supplied by Hobsonville Point Residents Society.
- e) Regular Hirers must rebook with Hobsonville Point Residents Society for new and continued use each Financial Year. Regular Hirers must submit their booking requests from the date announced by Hobsonville Point Residents Society each year for the following Financial Year. Any written application for recurring bookings received before that date will not be accepted.
- f) Hobsonville Point Residents Society cannot guarantee the renewal of existing Regular Hirer arrangements will be approved each year.
- g) A priority rate will only apply to Regular Hirer's booking if the booking meets the requirements set out under 'Bookings' (l) above.
- h) Regular Hirers may be asked to relinquish one or more of their bookings if the relevant Chichester Cottage is needed for a multi-day event, elections, maintenance or to allow for better use of all rooms within a Chichester Cottage. In such cases, a minimum of 3 weeks' notice will be provided to the Regular Hirer.
- i) One key is allocated to Regular Hirers. There is a fee of \$20 for a Regular Hirer who requires an additional key.

Casual hire

- a) A Hirer who has less than 10 confirmed bookings within Hobsonville Point Residents Society's Financial Year, is a "**Casual Hirer**" for the purposes of this Agreement.
- b) To confirm a booking (or bookings), a Casual Hirer must, within 4 days of making the booking:
 - accept these Terms and Conditions of Hire; and
 - make full payment of the relevant Venue Hire Price (in accordance with the requirements below)
- c) If the payment is not made within 4 days after the booking is requested, the relevant booking will be automatically cancelled.
- d) By making a payment to Hobsonville Point Residents Society for Chichester Cottage hire you will be deemed to have accepted these Terms and Conditions of Hire.

Payment

- a) All fees and charges quoted at the time of booking are current at that time and are subject to change. Hobsonville Point Residents Society review and set fees and charges for all Chichester Cottages annually, such fees and charges to take effect on March 1 each year. The fees are published on the Hobsonville Point Residents Society website: www.hprs.co.nz
- b) All Venue Hire Prices quoted at the time of making a booking are GST inclusive. Any fees payable in relation to cancellation of hire exclude GST.
- c) Regular Hirers may be invoiced monthly if they are an Hobsonville Point Residents Society credit approved customer, and payment is due as stated on the invoice.



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- d) Casual Hirers are required to pay in full within 4 days of making their booking.
- e) The Hirer shall be liable for the payment of all amounts owing to Hobsonville Point Residents Society pursuant to this Agreement, whether or not the services of Hobsonville Point Residents Society are supplied to the Hirer, or to some other person, firm or corporate body at the Hirer's request, and notwithstanding that the Hirer may have incurred all or any part of that indebtedness as agent for any other person, firm or corporate body.
- f) If payment is not made in 14 days, the outstanding amount will be a debt due to Hobsonville Point Residents Society and may be referred to a debt collection agency or other duly authorized agent of Hobsonville Point Residents Society for collection. In addition, Hobsonville Point Residents Society may at its discretion and without prejudice to its other remedies:
 - i. Suspend for such period and subject to such terms as Hobsonville Point Residents Society in its discretion determines any entitlement to credit given to the Hirer pursuant to this Agreement.
 - ii. To the extent permitted by law, refrain from supplying any further services or goods to the Hirer until the Hirer has discharged all outstanding indebtedness to Hobsonville Point Residents Society.

Additional charges

- a) Hobsonville Point Residents Society 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:
 - i. Any damage to the Chichester Cottage caused during the Hire Period or through any breach of the Terms and Conditions in this Agreement.
 - ii. Any theft of Hobsonville Point Residents Society property from the Chichester Cottage during the Hire Period.
 - iii. Any extra cleaning, rubbish removal, repair or reinstatement of the Chichester Cottage which Hobsonville Point Residents Society considers is required after the Event.
 - iv. Any costs, losses or expenses that Hobsonville Point Residents Society incurs due to any breach of the terms and conditions outlined in this Agreement.
 - v. Any unreturned key(s).
 - vi. Any emergency services call out or if a fire alarm is set off other than for an emergency, Hobsonville Point Residents Society reserves the right to impose an additional fee of up to \$1500+GST and hold the Hirer liable for that amount.
 - vii. Hobsonville Point Residents Society noise control units sent to the Chichester Cottage during the Event.
 - viii. Any unauthorized overstay, which will be charged at double the hourly rate.
- b) Hobsonville Point Residents Society reserves the right to apply an additional charge for security, cleaning and/or a technician for an Event.



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c) The hirer will upon demand pay all of Hobsonville Point Residents Society's 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

- a) In the event that the Hirer terminates the Agreement (including by notifying Hobsonville Point Residents Society that it wishes to cancel any booking), Hobsonville Point Residents Society will refund the Venue Hire Price as follows:
 - i. Cancellation notice received more than 30 days prior to the date of Event: Full refund less a penalty fee of the lesser of \$15 or 25% of the Venue Hire Price
 - ii. Within 30 days prior to the Event – 50% of booking fee
 - iii. Within 14 days prior to the Event –25% of booking fee
 - iv. Within 7 days prior to the Event – no refund
- b) If the Hirer cancels more than one booking, penalty fees apply to each cancelled booking.
- c) Any refund due will be made to the account from which online credit card payment of the Venue Hire Price was made. If the Venue Hire Price was not paid online by credit card, any refund due by Hobsonville Point Residents Society under this Agreement will only be paid on receipt of proof of a bank account for the Hirer.

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- d) If payment of the Venue Hire price was not made by the main contact on the booking, proof of payment must be supplied.
- e) Hobsonville Point Residents Society may terminate any booking(s), any Event and/or this Agreement in its sole discretion if it considers:
 - i. 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; or
 - ii. that the management or control of the Event is deficient.
 - iii. the Event will involve alcohol and the booking was made within 20 working days prior to the date of the Event.
- f) Hobsonville Point Residents Society 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. Hobsonville Point Residents Society will endeavour to provide an alternative Chichester Cottage. If the alternative option is not suitable, the hire fee will be refunded.

Chichester Cottage, any future bookings will be cancelled, and the Hirer will not be allowed to book any Hobsonville Point Residents Society Chichester Cottage for the remainder of the Financial Year.

h) The Hirer must secure the Chichester Cottage after the Hire Period, in particular:

- i. Switch off all electrical appliances, lights, heaters and stoves
- ii. Ensure that all windows and doors are secure
- iii. Ensure that there are no unauthorised persons are in the booked space



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- iv. Ensure that the alarm is set and activated (where applicable)
- i) The hirer must return all keys to HPRS within [five] days of the end of the Hire Period (or in the case of a Regular Hirer, after the last booked Event during the Financial Year)
- j) If a key was issued, the hirer must make this available for pick up the Wednesday after their last date of the Hire Period.
- g) Hobsonville Point Residents Society shall be entitled to suspend or cancel all or any part of this Agreement, in addition to its other rights and remedies, in any **Insurance** of the following circumstances:
 - i. If any cheque tendered to Hobsonville Point Residents Society in payment of any indebtedness of the Hirer under this Agreement is dishonoured upon presentment.
 - ii. If the Hirer fails to meet any obligation under the Agreement with Hobsonville Point Residents Society.
 - iii. 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.
- a) The Council does not undertake to arrange for or maintain any insurance cover, property, contents or otherwise, for the Chichester Cottage or the Event for the benefit of the Hirer.
- b) The Hirer is responsible to arrange for and maintain 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.
- iv. If a receiver is appointed in respect of the assets of the **Alcohol** Hirer.
 - v. If an arrangement with the Hirers creditors is made or is likely to be made.
 - vi. If any information given on the booking form is found to be untrue.
- h) Upon cancellation of this Agreement under or (e) and (g) above the Venue Hire Price will not be refunded and all indebtedness of the Hirer to Hobsonville Point Residents Society hereunder shall become immediately due and payable.

Cleaning, rubbish and lock-up

- a) 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; vacuuming, mopping up spills and sweeping/static mopping of the floor
- b) In the event that a Special Function Service fee has been charged, the Hirer is not responsible for:
 - Wiping down benches, stoves and sinks
 - Vacuuming, sweeping and mopping the floors
- c) A Hirer who has paid for the Special Function Service is still required to:
 - i. clean tables and chairs and any other utensils used
 - ii. return all tables and chairs to designated storage areas
 - iii. remove all decorations
 - iv. pack, bag and remove all visible rubbish off site.



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- d) Hirers are required to bring their own cleaning equipment and garbage bags for the rubbish.
- e) The Hirer must remove all rubbish off site at the end of the Event and must leave the Chichester Cottage and all equipment and furnishings in the Chichester Cottage, including car parks and adjacent premises, in good, clean and tidy order. Additional charges will be incurred if rubbish is not removed off-site.
- f) All rubbish must be bagged and disposed of in accordance with Hobsonville Point Residents Societys' waste minimisation policy.
- g) 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

a) It is the Hirer's responsibility to check current guidelines and information about liquor licensing, please visit Hobsonville Point Residents Society website: www.hprs.co.nz and www.aucklandcouncil.govt.nz. The Hirer will comply with all alcohol requirements, restrictions or guidelines and make a special licence through Auckland Council.

b) All bookings with alcohol must be made 20 working days prior to the event date. Hobsonville Point Residents Society reserves the right to not accept or cancel any bookings with alcohol that are made within 20 working days.

c) Hirer must comply with the below host responsibilities:

i. The main user on the booking is nominated to manage the conduct of the consumption of alcohol.

ii. The hirer shall have available for consumption on the premises, at all times when alcohol is being consumed, a reasonable range of non-alcoholic refreshments and low alcoholic beverages and food appropriate to the occasion.

iii. Information regarding alternative forms of transport must be available for attendees

iv. Drinking water is to be freely available.

d) Hirer must identify at least one responsible adult for every 50 attendees.

e) Hirer must supply venue hire with a copy of their own photo ID and photo ID for each responsible adult (passport or NZ driving license)

f) No alcohol can be taken outside the venue when the venue is within a liquor ban area. It is the hirers responsibility to know if the hired venue is situated in a liquor ban area.

Liability

a) The Hirer will indemnify Hobsonville Point Residents Society, its employees or agents against all claims, demands, losses, damages, costs and expenses arising from the Hirer's use of the Chichester Cottage or any breach of this Agreement.

b) Hobsonville Point Residents Society is not responsible for the loss of or damage to any of the Hirer's property in or around the Chichester Cottage. Any equipment/property left in a Chichester Cottage is at the Hirer's own risk.



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c) Hobsonville Point Residents Society does not warrant that the Chichester Cottage is suitable for the Event.

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d) Hobsonville Point Residents Society (HPRS) is not liable for any loss or expense that the Hirer incurs if HPRS is not able to make the Chichester Cottage available to the Hirer as a result of fire, flood, earthquake, failure or other unavailability of any building services or other event beyond Hobsonville Point Residents Society's reasonable control.

e) To the extent permitted by law and without limiting any of the Hirer's rights under the Consumer Guarantees Act 1993, Hobsonville Point Residents Society shall not be liable to the Hirer for any loss arising under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise. The maximum amount of Hobsonville Point Residents Society's liability under or in relation to this Agreement for any loss, damage, claim or expense is limited to an amount equal to the Venue Hire Price.

f) It is the hirer's responsibility to ensure that the requirements of the Health and Safety at Work Act 2015, the Smoke-free Environments Act 1990, and the Sale and Supply of Alcohol Act 2012 as they apply to the hirer's intended use of the Chichester Cottage are met.

Health and Safety

a) The Hirer must ensure that access and egress for residents, businesses 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.

b) It is the Hirer's responsibility to make themselves familiar with the evacuation procedure in case of fire at the Chichester Cottage, and to ensure that all emergency exits are clear and free of any obstacles – including tables and chairs when leaving the venue.

c) In case of fire at a Chichester Cottage, the Hirer must ensure the evacuation procedure is followed immediately and fire emergency response is notified.

d) The Hirer is responsible to appoint and instruct a fire warden for the Hire Period. The assigned fire warden must ensure that all emergency exits are checked twice at the start of the Hire Period and at least once during the Hire Period. This includes ensuring there is no interference with smoke detectors, fire extinguishers and emergency exits.

e) Any hazard a Hirer may encounter either as a result of any activity or physical condition must be reported immediately to the relevant emergency response and to Hobsonville Point Residents Society by calling 09 301 0101.

f) It is the responsibility of the Hirer to provide first aid supplies.

g) The hirer is responsible for ensuring that the general public does not have access to the Chichester Cottage, including the toilets, during the Hire Period.

Introduction and access to Chichester Cottage

a) It is the Hirer's responsibility to make themselves familiar with the Chichester Cottage, in particular:

i. Make sure it is safe and fit for the purpose of the hire.

ii. Cleaning requirements on completion of the Hire Period.

iii. Layout, available space and equipment provided. iv. Equipment packing and storing.

v. Where tables and chairs should be stacked.

vi. Fire Warden duties, including emergency evacuation procedures.



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- vii. Security and lock up procedures.
- viii. The capacity of the Chichester Cottage.
- ix. Noise control limits.
- b) Hobsonville Point Residents Society will provide the Hirer with the key to the Chichester Cottage 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.
- c) It is the Hirer's responsibility to be available at the agreed times to receive the access card/key or be present at the Chichester Cottage at the agreed time to receive access.

Noise, neighbours and music

- a) In organising and staging the Event, please consider the interests of the neighbours of Chichester Cottage.
- b) 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.
- c) For multi-room Chichester Cottages, hirers must maintain noise levels below 60 decibels.
- d) A strict three-strike policy applies in respect of noise levels for each Financial Year. A Hirer will receive a warning if its noise levels are higher than the above limits (in (b) and (c) above). On the third breach of noise levels, the Hirer will be removed from the Chichester Cottage, the Event and future bookings will be cancelled, and the Hirer will not be allowed to book any Chichester Cottage for the remainder of the Financial Year.
- e) If commercial recorded music is used in a Chichester Cottage, it is the responsibility of the Hirer to comply with all copyright requirements.
- f) 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 Council.

Parking

- a) The Hirer shall ensure that no vehicle obstructs access in any way or contravenes any restricted parking signs.

Hobsonville Point Residents Society cannot guarantee parking availability as it is limited at all Chichester Cottages.

Indoor sporting activities

- a) A Chichester Cottage cannot be used for indoor sporting activities including badminton, basketball, football, volleyball and netball as it is not purpose built and are not necessarily compliant with current guidelines in terms of court dimensions and space surrounding the indoor courts.
- b) Hirers who use Chichester Cottage for indoor sports accept that configuration and condition of the cottage and will leave the venue in the state they found the cottage.
- c) Appropriate white soled shoes must be worn for all activities inside the Chichester Cottage. To prevent floor damage, tap dance groups must ensure the screws in their shoes are removed.

Furniture and equipment

- a) 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 the designated storage area, ensuring that all fire exits are left clear at all times.
- b) Furniture and equipment in the Chichester Cottage are approximate numbers only and may vary. Tables and chairs are provided but a specific number is not guaranteed. Hobsonville Point Residents Society reserves the right to remove or replace furniture at each Chichester Cottage 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.
- c) 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.
- d) The hirer must not remove or permit the removal of any furniture, equipment or other contents from a Chichester Cottage without the permission of Hobsonville Point Residents Society.
- e) Hobsonville Point Residents Society reserves the right to remove and if not claimed, dispose of any equipment or furniture left in a Chichester Cottage after the Hire Period.
- f) Hobsonville Point Residents Society does not take responsibility for the loss or damage to any equipment, furniture or personal item left in a Chichester Cottage.
- g) Furniture and equipment must be carried, not dragged on the floor.

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h) 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 Hobsonville Point Residents Society regulation and any electrical equipment found in a Chichester Cottage that is not tagged, will be removed.

Miscellaneous matters

- a) The Hirer must take proper care of the Chichester Cottage and ensure that no damage occurs.
- b) 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.
- c) The Hirer must not use any of the Community Facilities' equipment, fixtures, fittings, heating or ventilation systems other than for the Event and that equipment's intended purpose.
- d) No substance shall be deposited in toilets, sinks or drains that will cause blockage or damage.
- e) Lighting with a naked flame is not permitted in a Chichester Cottage. Ballroom powder, confetti or glitter and smoke machines are not permitted in a Chichester Cottage.
- f) Kitchen facilities must not be used to prepare food for sale – except where a Kitchen is appropriately registered or otherwise lawfully permitted to be used for the preparation of food for sale. Where food for sale may be prepared, written consent of Hobsonville Point Residents Society is required to prepare such food for sale.
- g) Where a bouncy castle is permitted outside Chichester Cottage, it must not touch the drip line of trees (1.5m away from tree), and must be powered only by an electric air compressor.
- i) All Community Facilities are smoke free.
- j) No food or drink is to be consumed in any part of a Chichester Cottage where it is prohibited.



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k) Any damage to the building, art work, exhibit, furniture fitting, fixture or chattel within a Chichester Cottage must be reported immediately to Hobsonville Point Residents Society by emailing chichestercottage@gmail.com.

l) It is the responsibility of the hirer to make sure all interested parties (decorators, caterers etc) are made aware of the terms and conditions.

Storage hire – existing arrangements only

a) Hobsonville Point Residents Society reviews storage allocation and requirements on an annual basis and Hirers must apply to Hobsonville Point Residents Society for continued use each Financial Year. This applies only to staffed Chichester Cottage.

b) Where a Chichester Cottage is not staffed, storage hire is not available unless an existing arrangement was made under a legacy Council agreement.

c) Hobsonville Point Residents Society is not responsible for any loss or damage to any item(s) left in or stored in a Chichester Cottage by the Hirer.

d) Hobsonville Point Residents Society does not provide any insurance cover for loss or damage to property of the Hirer or that of any visitor to the Chichester Cottage.

e) The storage areas inside/outside Chichester Cottage must be used to store equipment that is owned by Hobsonville Point Residents Society.

In this Agreement, unless the context otherwise requires

Agreement means the agreement between Hobsonville Point Residents Society (HPRS) and the Hirer in regard to the Event and agreed Chichester Cottage and includes these General Terms and Conditions, the booking form and any confirmation letters/emails from Hobsonville Point Residents Society.

Chichester Cottage means the Council owned venue and its facilities identified in the booking form (paper or electronic) that forms part of this Agreement.

Event means the purpose for which the Chichester Cottage is hired as described in the booking form (paper or electronic) that forms part of this Agreement.

Venue Hire Price is the fee charged for use of an Hobsonville Point Residents Society Venue specified in the [confirmation email or letter received from Hobsonville Point Residents Society in relation to the Hirer's booking].

Financial Year means 1 August to 31 July (inclusive).

Hirer means the person(s) or legal entity named as Hirer in the booking form (paper or electronic) that forms part of this in 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 Chichester Cottage is hired for and includes the induction to the Chichester Cottage and the cleaning time after the Event.



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Special Function Service Fee is the mandatory fee charged for a booking that has alcohol and or food or by request of the hirer.