



## NZ Playcentre Federation

*Name of Playcentre*

### Terms and Conditions for Hire of Playcentre Facilities

*This outlines the Standard Terms and Conditions of any Playcentre buildings and facilities being hired out or used by third parties for purposes not directly related to Playcentre operations.*

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#### **1.0 Introduction**

- 1.1 The premises you would like to hire or use is a purpose-built and self-contained building and associated playground space that meets the current ECC Regulations in relation to operating a licensed Playcentre. The facilities will include a fully equipped kitchen, children's tables and chairs, children's toilet area and separate adult toilet area and a associated play space and playgrounds.

#### **2.0 Hirer's Liability**

- 2.1 The person/organisation hiring or using the Playcentre facilities must provide confirmation that they have Public Liability Insurance or Personal Liability Insurance. This is usually included in an active Home and Contents policy.
- 2.2 In the event of any resulting insurance claim the person/organisation hiring or using the Playcentre facilities agrees to meet the cost of any insurance excess.

#### **3.0 Indemnity**

- 3.1 The hirer agrees that the use of the premises is totally at the hirer's risk in all respects and the hirer agrees to indemnify NZ Playcentre Federation (and all of its members and agents) from and against all claims, demands, losses, damages, costs and expenses in respect of or arising from the hire of the premises and/or of any term or condition of this contract.

#### **4.0 Limitation of liability**

- 4.1 The hirer agrees that none of NZ Playcentre Federation (nor any of its members and agents) shall be responsible for any loss or damage to the hirer's property in or around the premises.
- 4.2 The hirer agrees that NZ Playcentre Federation's liability to the hirer for any direct or indirect loss, damage, claim or expense (whether due to negligence or otherwise of the Playcentre or its members or agents) arising out of this contract is limited to the amount of the hireage fee set under the signed contract.

#### **5.0 Proper Care**

- 5.1 The hirer must take proper care of the premises, and the property and facilities on the premises, and ensure that no loss, damage or breakages occurs to any of the premises, property or facilities. The cost of repairing any damage or breakages, or cleaning the premises, may be deducted from the hirer's bond monies in the event the hirer does not meet its obligations.
- 5.2 Please note:
- Smoking is not permitted either inside the Playcentre building or outside in the Playcentre grounds.

- No person may use or be under the influence of illegal drugs in the building or grounds.
- Unless specific permission has been given in the signed contract - no person may consume or be under the influence of alcohol in the building or grounds.
- The right to privacy relating to any information about the members and enrolled children of the Playcentre (including any identification details or photographs on display boards or walls of the building, or contained in portfolios or scrapbooks) must be respected.

### 5.3 Specific Information About the Facilities.

- The premises comprise a purpose-built and self-contained building and associated play ground space that meets current ECE regulations in relation to operate a licensed Playcentre.
- The Building Warrant of Fitness is located xxxx.
- The maximum number of occupants of the building is xxxx persons.
- The power fuse box and mains switch is located xxxx.
- The alarm panel is located xxxx. The alarm code will be provided to the Hirer on or before their start date.
- The heater switches are located xxxx.
- *This Playcentre is "Nut-Free". Please do not bring nuts or products containing nuts into Playcentre (e.g. peanut butter, pesto, muesli bars/baking containing nuts and ice cream containing nut oil). Please check the ingredients lists on all processed food.*
- *This Playcentre is "xxxx-Free". (instructions)*

### 5.4 What You Can Use:

- The building, including toilets, kitchen area and outdoor grounds.
- xxxx

### 5.5 What You Cannot Use:

- xxxx.
- The Office area, including Centre computers and cameras.
- Please ensure children's work (completed and in progress) is not interfered with.

### 5.6 Health & Safety Information

- The Hirer must observe and follow the Hazard Register located xxxx
- The First Aid kit is located xxxx.

### 5.7 Specific Fire Safety Information

- The Hirer shall make themselves, and their invitees, familiar with the policies and procedures for fire and other emergencies - including the Playcentre's Emergency Evacuation Procedure, as displayed xxxx. They shall make themselves familiar with the location and operation of the:
  - emergency exits (located xxxx),
  - fire alarm (switches are located xxxx),
  - fire extinguisher (located xxxx),
  - fire hose (located xxxx)
  - location of the Emergency Evacuation Meeting Point and exit gate (located xxxx)

### 5.8 Beginning of Hire Information

- A Playcentre member will arrange a meeting with the Hirer prior to commencement of the hire period - where they will:
  - xxxx.

### 5.9 End of Hire Information

- A Playcentre member will arrange a meeting with the Hirer at the end of the hire period - where they will check that:
  - xxxx.

### 5.10 Cleaning.

- The equipment and premises shall be left in a clean and tidy condition at the end of the period of use.
- If the equipment and premises are not cleaned to a satisfactory standard (as determined by the Playcentre) then the Playcentre may arrange for these to be professionally cleaned and the Hirer shall be invoiced for the cost.
- The cleaning procedures for the Playcentre are set out below:
  - XXXX.

**6.0 Removal of persons from the premises and/or early termination of this contract**

- 6.1 The Committee President (or an authorised agent of the President) of the Playcentre shall have the right of access to all parts of the premises at all times for the purpose of inspection.
- 6.2 The Committee President (or an authorised agent of the President) of the Playcentre may, at the hirer’s cost, require any person, persons or group of people to leave the premises, or may terminate this contract, if a situation arises which, in the opinion of the President (or of an authorised agent of the President):
- a. unreasonably impedes or adversely affects the enjoyment of other people at or around the premises or puts people at risk; or
  - b. has caused loss or damage to the premises or any property; or
  - c. breaches any of the terms and conditions in this contract, any law or any bylaw; or
  - d. is likely to do any of the things in paragraphs (a) to (c) above.

**7.0 Emergency Contact Details**

<b>1st Playcentre contact person</b>	<b>XXXX</b>
<b>Phone numbers</b>	<b>XXXX</b>
<b>E-mail</b>	<b>XXXX</b>
<b>Designation/Position</b>	<b>XXXX</b>
<b>2nd Playcentre contact person</b>	<b>XXXX</b>
<b>Phone numbers</b>	<b>XXXX</b>
<b>E-mail</b>	<b>XXXX</b>
<b>Designation/Position</b>	<b>XXXX</b>
<b>3rd Playcentre contact person</b>	<b>XXXX</b>
<b>Phone numbers</b>	<b>XXXX</b>
<b>E-mail</b>	<b>XXXX</b>
<b>Designation/Position</b>	<b>XXXX</b>