

Application Pack C

Part 1 - Event Application – Bulls Town Hall

Maximum Hall Capacity – 365

- Stage & Stalls – 250 (includes Supper Room)
- Dress Circle – 115

Application Details						
Name of hirer						
Address of hirer						
Telephone No.'s of hirer	Home		Work		Mobile	
Email address of hirer						
Name of event						
Type of event	<i>Certain types of events may be restricted</i>					
Expected numbers attending	<i>Must not exceed Maximum Hall Capacity</i>					
Date of event	Event Date					
	Setup Date					
	Breakdown Date					
Time of event	First day start time		Final Day Finish Time			
Hall Charge	<input type="checkbox"/> Full day (key returned before 5.00 pm)		<input type="checkbox"/> Multiple days			
	<input type="checkbox"/> Evening (key returned by 10.00 am the following day)		<input type="checkbox"/> Profit-making/commercial use per day			
	<input type="checkbox"/> Local non-profit community organisation		<input type="checkbox"/> Supper Room			
<i>Full details of hall charges, including cancellation fees, are set out in the current Schedule of Fees and Charges document available on Council's website.</i>						

Alcohol	
Confirm you will be selling alcohol or its cost is included in the ticket price.	<input type="checkbox"/> Yes – confirm alcohol will be sold or is included in the ticket price <p style="text-align: center;"><i>Please complete the Special Licence application form.</i></p>
Will alcohol be BYO or provided free of charge?	<input type="checkbox"/> Yes <input type="checkbox"/> No <p style="text-align: center;"><i>If Yes – Complete Application Form B not Application Form C</i></p>
Have you read and completed Part 4 – Alcohol Management Plan	<input type="checkbox"/> Yes <input type="checkbox"/> No

Fire Safety	
Have you read and completed the Part 2 - Hirer Fire Safety and User Responsibility Form ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Do not erect decorations within 3 metres of heaters</i>	

Safety Management	
Have you read and completed the Part 5 – Safety Management Plan ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Food	
Will you be selling food?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, are you registered under a food control plan?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Noise	
Will there be potential noise issues? <i>eg live band, other forms of entertainment</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If Yes, please provide details</i>	

Erection of Structures	
Will you be erecting a structure? <i>eg wedding silk lining</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If Yes, please provide evidence you have consulted the council regulatory department</i>	

Animals	
Will animals be involved in the event?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Traffic Management	
Will there be any traffic issues? <i>eg parking</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<i>Keys</i>	
Key deposit	There is a \$50.00 key deposit that is refundable when you return the key.

Bank Account Details for Deposit Refunds	
Have you provided a deposit slip or confirmation of your bank account for the refund of key and hall deposits?	

Clean Up	
Clean up plan	<p>As stated in the Hire of Halls Terms and Conditions of Contract, Council staff will carry out a pre-event inspection as well as a post-event inspection. As the hirer, you are responsible for any damage to the hall.</p> <p>If you leave the hall in an unacceptable state, Council reserves the right to deduct the cleaning charge from the bond. Please refer to the Hire of Halls Terms and Conditions of Contract.</p>
	<i>Please outline your clean-up plan</i>

<i>Signatures</i>		
<i>Hirer</i>		<i>Date</i>
<i>Council representative</i>		<i>Date</i>

Event Management

Considerations for Event Management

Attendees	<ul style="list-style-type: none"> How many people do you expect to attend the event? What is the site capacity? What means of access and egress are available? What level of stewarding will be required? Who will carry out this role?
Electrical Power	<ul style="list-style-type: none"> Is there sufficient power? Is all electrical and lighting equipment tagged and in test date Are there any overhead power lines or other cables? Do long cable runs require extra protection for the public? If in doubt, then check with Council.
Health and Safety Issues	<ul style="list-style-type: none"> The organisers of the event should ensure that contractors employed to set up/take down stands, exhibits, marquees, etc submit appropriate health and safety policies, risk assessments and method statements Exhibitors and vendors, etc should submit similar details
Major Incident / Safety Plan	<ul style="list-style-type: none"> What could be the worst case scenario? What provision do you need to make for the emergency services? What will be the procedure for summoning assistance? How will they get into and out of the site? What provision have you made for first aid/medical facilities Who is responsible? Who would do what?
Provision of Alcohol	<ul style="list-style-type: none"> Will you be selling alcohol? (If yes, you will need to apply for a special licence) Will alcohol be BYO or provided free of charge? (If yes, you will need to provide an Alcohol Management Plan)
Provision of Facilities	<ul style="list-style-type: none"> Toilets Washing facilities Water supplies Provision of disposal of waste water Rubbish bins
Provision of Food	<ul style="list-style-type: none"> Will you be selling food? Will food be provided free of charge?
Special Needs Group	<ul style="list-style-type: none"> Have you considered the types of attendees such as children, elderly persons and the disabled? Are there particular arrangements that need to be made, eg ramps?
Traffic Control	<ul style="list-style-type: none"> Do you need roads closed? What parking facilities and access for vehicles are available, not only on the day of the event but before and after? Is there a need for access by large vehicles? Are any parts of the site unsuitable for vehicular traffic because of soft or uneven ground? Will traffic routes be needed? What effect will the event have on traffic passing the site or on local parking?
Waste Management	<ul style="list-style-type: none"> How will you manage waste collection during setting up, during and after the event? What type of receptacles will you use? How and when will waste receptacles be emptied and by whom? Have you advised Council who in your group is responsible for ensuring the site is left clean and tidy

Part 2 - Hirer's Fire Safety and User Responsibilities

Hirer Details	
Name of hirer	
Name of event	
Date of event	

Fire Safety and User Responsibilities	
<p>As a condition, the hirer or user authorised to occupy any room or area in the hall must ensure that they have appointed wardens who have been appropriately trained to execute fire safety checks and evacuation duties in the event of a fire. This requirement is in accordance with the Fire and Emergency NZ Act 2017 and the Rangitikei District Council's approved Evacuation Scheme.</p> <p>As a prerequisite for building use, the hirer must become familiar with the following instructions:</p> <p>The hirer, after acquiring familiarity with the requirements of the Fire Action Plan (see below), will appoint a Chief Fire Warden (who may be the hirer) and implement checks to ensure that:</p> <ul style="list-style-type: none"> • Escape routes are clear of obstacles at all times • Exit doors are not locked, barred or blocked to prevent occupants from leaving the building at any time • They are aware of the location of the Assembly point • A mobile phone must be carried by the hirer or appointed warden • The hirer is required to ensure the occupancy load of the entire hall will not exceed 365 people 	
I acknowledge my responsibilities and have received the Bulls Town Hall pack that contains:	
1. Event Application Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Hire of hall – Terms and Conditions of Hire Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Key(s) to the building	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Diagram showing: <ul style="list-style-type: none"> • Fire exit locations • Locations of extinguishers and fire hose reels • Maximum occupancy load number for each area, which cannot be exceeded 	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Fire Action	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Chief Fire Officer identification badge	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Post Event Checklist	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signature	
Signature	
Print Name	Date

Fire Action – Bulls Town Hall

If you discover a fire:

- Operate the fire alarm and telephone the Fire Service immediately – DIAL 111

When warned of a fire in this building:

Advise the occupants of the building to leave the building immediately by their nearest fire exit which is:

- Kitchen
- Main front door
- Supper Room exit leads to alleyway exit with disabled ramp
- Rear building exit behind stage
- Exit from upstairs via main staircase
- Exit from upstairs via second staircase on far side of seating
- Exit in main hall leading to alleyway exit
- People with disabilities to gather to await assistance within 3 metres of the 2 upstairs fire exits and/or to gather within 3 metres of the 7 downstairs fire exits

Assemble at the Bulls Town Hall car park at rear of the hall.

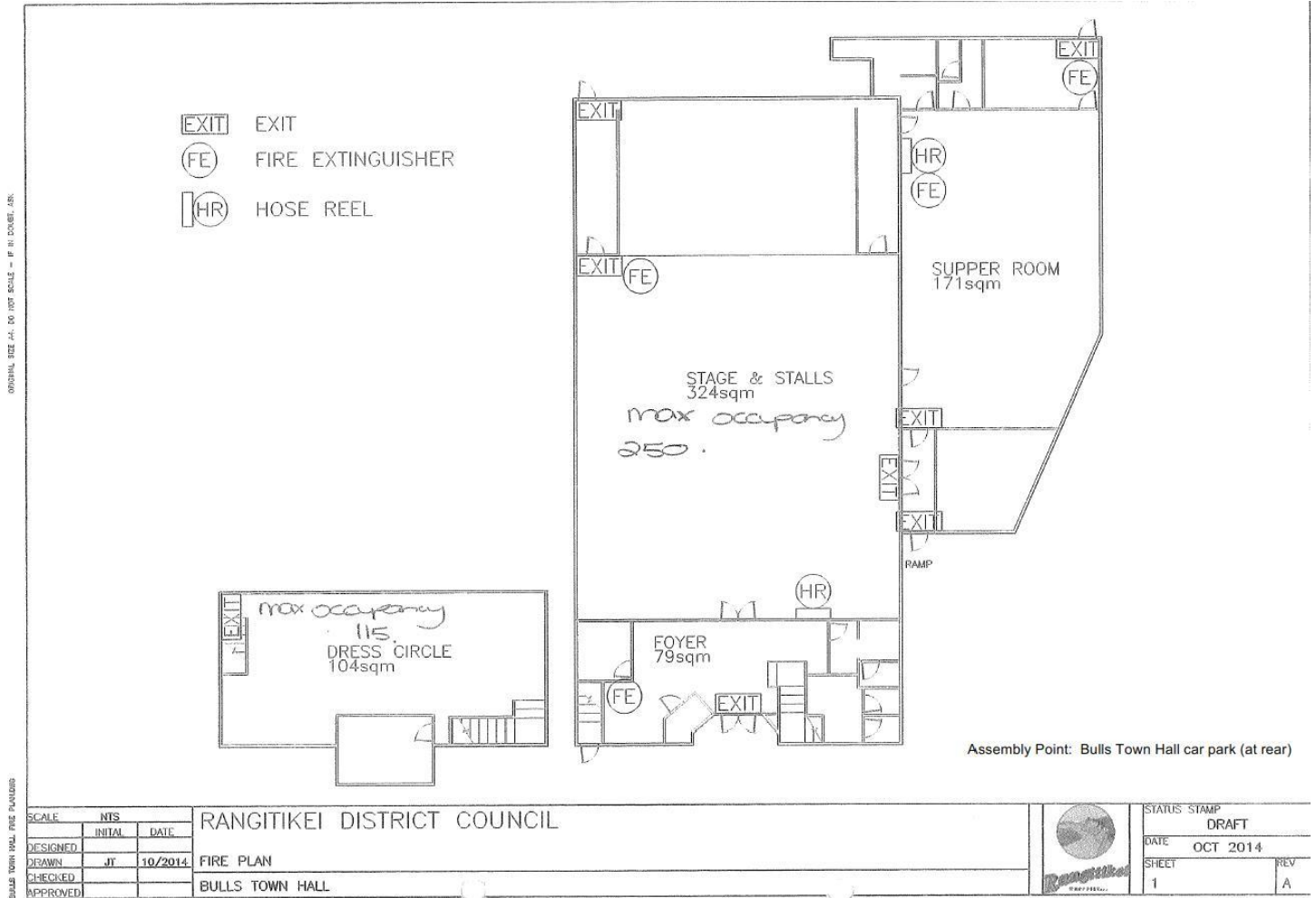
The wardens are responsible for:

- Ensuring all persons are evacuated from the building
- Assisting persons with disabilities as necessary (pre-planning may be necessary to ensure persons with disabilities have assistance)
- Staying at the Assembly Point until the All Clear is given
- Telephoning and advising Rangitikei District Council on 0800 422 522



Bulls Hall Floor Plan

Please familiarize yourself and wardens with all exits and assembly points



Part 3 - Terms and Conditions of Hire Contract

Bulls Town Hall

Name of hirer ('the Hirer')

Address

Contact phone number

Email address

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1 Definitions

Booking application	means the schedule of requirements created when a booking is requested
Council	means the Rangitikei District Council
Hirer	means the individual or organisation making application to hire the venue and includes the hirer’s representatives, employees, contractor and/or agents
Contract	means the terms and conditions of hire and includes the application and any attached appendices
Venue	means the hall identified on the cover page of this document
Safe	In relation to a person, means not exposed to any hazards In every other case, means free from hazards Unsafe and safety have corresponding meanings
Manager	means Council’s representative who is responsible for the day-to-day operation of the selected hall
Working hours	means 8.00 am to 5.00 pm Monday to Friday inclusive (excluding public holidays)
Working days	means Monday to Friday inclusive (excluding public holidays)

2 Hire Contract

- 2.1 The Council, at its sole discretion, has the right to—
- 2.1.1 Refuse a booking application, and
- 2.1.2 Accept a tentative booking application subject to compliance with Clause 2.2.
- 2.2 The Hirer must return the signed and dated Contract (‘the completed Contract’) to the Manager within 10 days of the Contract being issued by the Manager.
- 2.3 A booking application becomes a provisional booking when the completed Contract is received by the Manager.
- 2.4 If the Hirer does not return the signed and dated Contract within the 10-day period, the Manager **may** cancel the booking application. The Manager will endeavour to contact the Hirer before cancelling the booking application.

3 Charges, deposits, cancellation, penalty and payments

- 3.1 The Venue charges are set out in Council’s Schedule of Fees and Charges that is available on Council’s website – www.rangitikei.govt.nz.
- 3.2 The Hirer shall pay the deposit for the Venue when submitting the application.
- 3.3 The Hirer will pay the costs of hiring the Venue prior to the event being held unless alternative arrangements have been agreed.
- 3.4 If the Hirer cancels the booking application 10 working days or more prior to the event, Council will refund any deposit monies in full.
- 3.5 If the Hirer, after signing the Contract, cancels the Contract, the Hirer will forfeit all payments made by the Hirer.

4 Other charges

- 4.1 The Hirer will be subject to additional charges for the following:
- 4.1.1 Where extra staffing, cleaning, rubbish removal, repairs or re-instatement of the Venue is required following the use of the Venue by the Hirer.
- 4.1.2 Damage to the Venue or its contents or items removed from the Venue.
- 4.1.3 Prior access to the Venue, outside normal working hours.

5 Duties of the Hirer

- 5.1 The Venue must be under the control of the Hirer at all times during the hire period.
- 5.2 The Hirer or the Hirer’s representative must not be under the influence of alcohol or drugs during the period of hire.
- 5.3 The Hirer must supply the name of the persons who have authority to direct the Hirer’s employees, contractors, exhibitors or other invited people using the Venue during the hire period (“the Hirer’s Representative”).
- 5.4 The Hirer must ensure the safety of:
- 5.4.1 Members of the public or other people lawfully visiting the Venue,
- 5.4.2 The Hirer’s Representative and
- 5.4.3 Council staff and contractors.
- 5.5 The Hirer or Hirer’s Representative must be on duty at the Venue at all times during the hire period.
- 5.6 The Hirer is required to notify the Manager, as soon as possible, of any changes in the Hirer’s Representative.

6 Access to Venue

- 6.1 The Hirer may use the Venue as detailed in the booking application form.
- 6.2 The Hirer shall vacate the Venue by the end of the hire period as stated in the booking application form.
- 6.3 If the Hirer does not vacate the Venue at the end of the hire period, and has not been granted a written extension to the hire period, a penalty of a half-day charge will apply for each day the Hirer does not vacate the Venue.
- 6.4 Prior access to the Venue outside working hours, is only permitted with the consent of the Manager and is subject to an additional charge as specified.
- 6.5 The Manager shall have access to all parts of the Venue for the purpose of inspection at all times during the hire period.

7 Health and safety

- 7.1 The Manager will inform the Hirer of unsafe conditions and activities in the Venue and will request the Hirer to take immediate action to make the unsafe area(s) safe.
- 7.2 If the Hirer actions are not adequate or not taken in a timely manner, the Manager will take whatever action considered necessary to make the unsafe area safe at the Hirer's expense.
- 7.3 The Hirer must comply with the terms of the Contract and any additional instructions given by the Manager during the hire period to ensure the safety of all persons within the Venue.

8 Intoxication, enjoyment, risk, loss and damage

- 8.1 The Hirer and the guests of the Hirer must comply with the Sale and Supply of Alcohol Act 2012.
- 8.2 The Manager shall require any person to leave the Venue or terminate the function if, in the Manager's opinion the person—
 - 8.2.1 Is intoxicated, or
 - 8.2.2 Behaving in a manner that impedes or adversely affects the enjoyment of other people in the Venue, or
 - 8.2.3 Behaving in a manner that puts other people attending the Venue at risk, or
 - 8.2.4 Has caused loss or damage or increases the likelihood of the risk of loss or damage to the Venue or any other property, or
 - 8.2.5 Breaches any term of this hire agreement or any legislation or regulation.
- 8.3 The Hirer agrees to indemnify the Rangitikei District Council for any loss or damage suffered by the Venue or for any action taken by the Manager under this clause.

9 Emergency procedure, fire wardens and safety compliance

- 9.1 A written copy of the Hall – Hirer's Fire Safety and User Responsibilities shall be provided to the Hirer before the hire period commences.

- 9.2 The Manager will instruct the Hirer in respect of the emergency procedure prior to the event commencing.
- 9.3 It is the Hirer’s responsibility to make available copies of the emergency procedures to all its representatives, employees, contractors, exhibitors or other invited people using the Venue.
- 9.4 The Hirer is responsible for providing fire wardens. There should be one fire warden per 100 guests, 2 fire wardens per 300 guests and 3 firewardens per 600 guests.
- 9.5 The Hirer must ensure all practical steps are taken during the course of the hire period to ensure compliance with the requirements of the Health and Safety in Employment Act 1992.
- 9.6 The Hirer may be asked to provide its Health and Safety document to the Manager.
- 9.7 The Hirer must comply with the provisions of all statutes, regulations and bylaws as they relate to the use, occupation, fire prevention, safety and security of the Venue in particular not exceeding the designated room capacity as provided in the Hirer’s Fire Safety and User Responsibilities document.
- 9.8 The use of potential hazards such as candles, smoke machines, dry ice machines, helium balloons or explosive devices is prohibited without the written approval of the Manager. Any application must be made to the Manager not less than ten (10) clear working days prior to the commencement of the hire period.
- 9.9 All electrical equipment used by the Hirer must comply with electrical standards NZS3760:2010.
- 9.10 The Hirer agrees to reduce sound levels if directed to do so by an enforcement officer of the Council.

10 Liability for damage

- 10.1 The Hirer is responsible for any damage to the Venue during the hire period whether caused by them or by a person or persons attending the event.
- 10.2 The following activities are not permitted:
- 10.2.1 Driving of nails, tacks, screws or pins into walls, furnishings, floors or the stage floor area(s).
- 10.2.2 Writing, decorating, attaching of posters or disfigurement of any kind to any wall, floor or ceiling surface by any means
- 10.2.3 Using cellotape or Velcro dots on walls, floors or doors.
- 10.3 The Hirer must protect all walls, floors and doors during the setup, installation and removal of all displays, exhibits and equipment, etc.
- 10.4 The Hirer is responsible for ensuring that its representative, employees, contractors and exhibitors are aware of Clauses 10.2.1, 10.2.2 and 10.2.3 above.
- 10.5 The Hirer may, with prior arrangement with the Manager and immediately prior to the commencement of the hire period and accompanied by the Manager, inspect the Venue and list any existing damage.
- 10.6 The Hirer acknowledges that the Manager will, at the end of the hire period, undertake an “after hire” inspection of the venue on the following working day. The Hirer may, with prior arrangement with the Manager, be present during the inspection.

- 10.7 The Hirer accepts all responsibility in respect of any claim(s) for any loss or damage to property, to the Venue or injury to person(s) during the hire period.
- 10.8 The Hirer is responsible for and agrees to make good, or indemnify the Manager, for any loss or damage to the Venue arising directly or indirectly from the hire or use of the Venue irrespective of whether the Hirer caused that loss or damage.
- 10.9 The Hirer agrees that any loss or damage caused during the hire period may be remedied by the Manager at the Hirer's cost.

11 Indemnity

- 11.1 The Hirer acknowledges that the use of the Venue is at the Hirer's risk and agrees to indemnify the Council from all claims, demands, losses, damages, costs and expenses arising from the hire of the Venue and any condition in the hire contract.

12 Setup requirements and Hirer's equipment

- 12.1 The Hirer must ensure that all setup and technical requirements for the Venue are received by the Manager not less than five (5) clear working days prior to the commencement of the hire period.
- 12.2 The Venue shall not accept delivery of the Hirer's equipment prior to the commencement of the hire period unless the Manager has provided prior written agreement.
- 12.3 The Manager may, at the Manager's discretion, charge for the storage of the Hirer's equipment prior to the commencement of the hire period.
- 12.4 The delivery, receipt and storage of the Hirer's equipment prior to the commencement of the hire period is the Hirer's sole responsibility.
- 12.5 The Hirer is solely responsible for the removal of all the Hirer's equipment by the end of the hire period.
- 12.6 The Hirer's equipment refers to and includes all equipment that is not equipment supplied or owned by Council.
- 12.7 The Hirer acknowledges that the Council is not responsible for or liable for any damage, loss or theft of the Hirer's equipment.

13 Fire, flood, earthquake and other events

- 13.1 The Hirer agrees that if the use of the Venue is rendered impractical by fire, flood, earthquake or other events beyond the reasonable control of Council, the Council is not obligated to perform any of its obligations under the hire contract and is not liable for any damage, loss or expenses incurred by the Hirer.

14 Assignments

- 14.1 The Hirer is not permitted to sublet any part of the Venue or equipment without the prior written consent of the Manager.

15 Disputes

15.1 The Hirer is required to submit in writing to the Manger the details of any dispute arising from this contract.

16 Licences

16.1 The Hirer is responsible for arranging any licences that may be required for the event.

16.2 A licence to sell alcohol at the Venue is required.

17 Cleaning and removal of rubbish

17.1 The Hirer must leave the Venue in a clean and tidy condition by the end of the hire period. A vacuum cleaner, bucket and mops along with cleaning products are provided for the hirers use (cleaning products are located in the locked cupboard in the kitchen. You will be provided with a key) Please ensure that the following tasks are undertaken.

- All toilets to be cleaned and bins emptied
- All wooden and lino floors to be swept and mopped
- Carpets to be vacuumed
- Oven to be wiped down including warming drawer
- Microwave to be wiped out
- Fridge to be cleaned out and left turned off
- All tables to be wiped down and chairs stacked

17.2 If the Hirer has pre-arranged for rubbish removal, the rubbish must be removed before the end of the hire period.

17.3 The Hirer agrees that, at the end of the hire period, the Hirer will be liable for any additional cleaning and/or rubbish disposal of the Venue arranged by or undertaken by the Manager (refer Clause 4.1.1).

18 Signatures

Signed _____ Date _____

(Signature of Hirer or authorised representative)

Name of Hirer or authorised representative _____ Date _____

Signed _____ Date _____

(Signature of Council Manager)

Name of Council Manager _____ Date _____



Part 4 - Alcohol Management Plan

Requirements for applicants/organisers of events being held involving alcohol

This event planning form has been developed to give groups considering hosting an event where alcohol will be present, either being brought to the event by patrons or provided free of charge, clarity regarding **Alcohol Host Responsibility, Health and Safety**, and **Sale of Liquor Act** requirements. The management of alcohol consumption is an important component of event management that you must plan well in advance of the event itself with *harm-minimisation* strategies.

Key issues include:

- The way alcohol is served or made available at the event
- The physical environment in which alcohol is consumed
- The ways in which the relevant regulatory frameworks are monitored and enforced

Council staff members have designed this form to ensure:

- That events are managed effectively and safely for all involved
- Event organisers are informed of their responsibilities as event hosts
- Event organisers collect all the required information prior to seeking approval for the event

You must complete this form, sign it and submit it to the Rangitikei District Council along with the Event Application – Hall form, at least five (5) working days prior to the event.

Organiser Details	
Who is responsible for the supply and sale of alcohol?	
Will this person be present at the event?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact details for this person (<i>including address, contact phone numbers and email address</i>)	
If the organiser will not be present at the event, who is the person in charge during the event and will be on site at all times? (<i>Provide name, phone numbers and email address</i>)	
Name of chief fire warden (<i>see section on Fire Safety in the Event Application – Hall form</i>)	



Alcohol Use

An alcohol management plan and harm-minimisation tools must be in place well before the event takes place.

Tools should include:

- Providing and promoting low-alcohol drinks, and food and water
- Imposing alcohol restrictions on entry (e.g. maximum of 6 beers or 4 pre-mixed drinks of 330ml or less)
- Banning alcohol promotions
- Restricting alcohol sale hours
- Controlling drink containers
- Controlling the number of serves per person
- Restricting the alcohol types supplied (e.g. wine and beer only)

Have you completed a Special Licence application for the sale of alcohol?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Please list the alcoholic and non-alcoholic drinks that will be available		
Show the area that you will designate as the licensed area on the floor plan (<i>you may provide this information on a copy of the hall Fire Plan supplied with the Event Application – Halls form</i>)		
What is your plan to handle those patrons who become intoxicated?		
What is your plan to deal with those who drink alcohol outside the venue (is the venue in a liquor-ban area)?		

Security / Door Staff

Security staff may have many roles at these events. This could include ensuring compliance with the Sale and Supply of Alcohol Act.

- Their role includes preventing intoxicated person entering the premises, checking IDs of those entering and ensuring alcohol restrictions imposed on entry are enforced. Where alcohol is involved, our preference is to hire professional security/door staff. History has proven that organisations or club committee members are not the ideal door staff.
- For planning purposes, you must allow for a sufficient ratio of patrons to security staff in alignment with the event and venue. Security and bar staff should be equipped with both the ability and the motivation to monitor patrons for intoxication and take appropriate action where required.
- Contemporary Host Responsibility practices and resources should focus on preventing excessive intoxication as opposed to waiting until that point is reached before considering or applying any intervention. All venue alcohol management procedures should aim to prevent intoxication, as well as prevent any intoxicated patrons on the licensed premises being served or being allowed to stay.

Who will be providing security?	
Please provide a list of any licensed security staff	

Food

As part of the Host responsibility requirements, patrons should have easy access to quality food and water before and throughout the event. Ensuring there is enough food conveniently available together with promoting it, are standard licence conditions.

Food outlets should be either close to alcohol sales outlets or integrated with them. Free water should be provided (and well publicised) at convenient, queue-free places within the venue.

If the food is to be sold, then the organisers must ensure they have the correct Rangitikei District Council food permit and that all food is prepared in accordance with that permit

What food are you planning for event patrons?	
Is the food sold or given away at the event?	<input type="checkbox"/> Sold <input type="checkbox"/> Given Away

Control of the Event and the Patrons

It is sensible to provide potentially safe places for people and to consider ways to get them home or to another safe place.	
Please identify house rules, eg no pass outs, wristbands, etc	

Event Closure

Rangitikei District Council staff, security contractors or the Police may visit the venue of your event throughout the course of the evening.

If Rangitikei District Council staff receive noise complaints (and they consider the event to be noisy) or they believe the function is not operating as you have outlined above or in your application for use of the hall, appropriate action will be taken, including closing down of the event.

The next working day the Rangitikei District Council staff involved will be informed of the circumstances and consideration will be given by that organisation to the retention of bond monies paid and other penalties including staff and security call-out fees.

Extracts from the Sale and Supply of Alcohol Act 2012

The Law and Intoxication

4 Object

- (1) The object of this Act is that—
- (a) the sale, supply, and consumption of alcohol should be undertaken safely and responsibly; and
 - (b) the harm caused by the excessive or inappropriate consumption of alcohol should be minimised.
- (2) For the purposes of subsection (1), the harm caused by the excessive or inappropriate consumption of alcohol includes—
- (a) any crime, damage, death, disease, disorderly behaviour, illness, or injury, directly or indirectly caused, or directly or indirectly contributed to, by the excessive or inappropriate consumption of alcohol; and
 - (b) any harm to society generally or the community, directly or indirectly caused, or directly or indirectly contributed to, by any crime, damage, death, disease, disorderly behaviour, illness, or injury of a kind described in paragraph (a).

248 Sale or supply of alcohol to intoxicated people

- (1) The licensee or a manager of any licensed premises who sells or supplies alcohol to an intoxicated person commits an offence.
- (2) A person who commits an offence against subsection (1) is liable on conviction,—
- (a) in the case of a licensee, to either or both of the following:
 - (i) a fine of not more than \$10,000;
 - (ii) the suspension of the licensee's licence for a period of not more than 7 days;
 - (b) in the case of a manager, a fine of not more than \$10,000.
- (3) A person who is not a licensee or manager of licensed premises and who sells or supplies alcohol to an intoxicated person commits an offence.
- (4) A person who commits an offence against subsection (3) is liable on conviction to a fine of not more than \$2,000.
- (5) Subsection (3) applies irrespective of any liability that may attach to the licensee or any manager in respect of the same offence.

249 Allowing people to become intoxicated

- (1) The licensee or a manager of any licensed premises who allows any person to become intoxicated on the premises commits an offence.
- (2) A person who commits an offence against subsection (1) is liable on conviction,—
- (a) in the case of a licensee, to either or both of the following:
 - (i) a fine of not more than \$10,000;
 - (ii) the suspension of the licensee's licence for a period of not more than 7 days;
 - (b) in the case of a manager, a fine of not more than \$10,000.

Sale and Supply of Alcohol Act 2012 – Offences and Enforcement The Law and Minors

239 Sale or supply of alcohol to people under purchase age on or from licensed premises

- (1) A licensee or manager of any licensed premises who sells or supplies alcohol, or allows alcohol to be sold or supplied, on or from the licensed premises to any person who is under the purchase age commits an offence.
- (2) A person who is not a licensee or a manager of any licensed premises who sells or supplies alcohol on or from the licensed premises to any person who is under the purchase age commits an offence.
- (3) A person who commits an offence against subsection (1) is liable on conviction,—
- (a) in the case of a licensee, to either or both of the following:
 - (i) a fine of not more than \$10,000;
 - (ii) the suspension of the licensee's licence for a period of not more than 7 days;
 - (b) in the case of a manager, to a fine of not more than \$10,000.
- (4) A person who commits an offence against subsection (2) is liable on conviction to a fine of not more than \$2,000.
- (5) Subsection (2) applies despite any liability that may attach to the licensee or any manager in respect of the same offence.
- (6) In any proceedings for an offence against subsection (1) or (2) in respect of selling or supplying alcohol, or allowing alcohol to be sold or supplied, to a person (the customer), it is a defence if the defendant proves that,—
- (a) before or at the time of the sale or supply of alcohol concerned, there was produced to the person who sold or supplied the alcohol a document purporting to be an approved evidence of age document; and
 - (b) the person believed on reasonable grounds that the document—
 - (i) was an approved evidence of age document; and

- (ii) related to the customer; and
- (iii) indicated that the customer was not under the purchase age; and
- (c) the person reasonably believed that the customer was not under the purchase age.

(7) In any proceedings for an offence against subsection (1) or (2) in respect of selling or supplying alcohol, or allowing alcohol to be sold or supplied, to a person (the customer), it is a defence if the defendant proves that, before or at the time of the sale or supply of alcohol concerned, the person who sold or supplied the alcohol verified the customer's age using an approved evidence of age system in the approved manner.

- (8) A person does not commit an offence against subsection (1) or (2) by selling or supplying alcohol to a person who then supplies it to a third person who is under the purchase age, unless it is proved that the person knew or had reasonable grounds to believe that the alcohol was intended for a person under the purchase age.

241 Supplying alcohol to minors

- (1) A person who supplies alcohol to a minor commits an offence.
- (2) A person who commits an offence against subsection (1) is liable on conviction to a fine of not more than \$2,000.
- (3) It is a defence to a charge under subsection (1) if the person supplying the alcohol (the supplier)—
 - (a) is a parent or guardian of the minor, and supplies the alcohol in a responsible manner; or
 - (b) believes on reasonable grounds that the minor is not a minor; or
 - (c) believes on reasonable grounds that subsection (7) applies to the minor, and supplies the alcohol in a responsible manner; or
 - (d) believes on reasonable grounds that he or she has the express consent of the parent or guardian of the minor, and supplies the alcohol in a responsible manner.
- (4) When considering for the purposes of subsection (3)(a), (c), or (d) whether alcohol was supplied to any person in a responsible manner, the court may, in relation to the occasion on which the alcohol was supplied, take into account the following:
 - (a) the steps taken by the supplier to supervise the consumption of alcohol:
 - (b) whether food was provided with the alcohol:
 - (c) whether a choice of low-alcohol or non-alcoholic beverages, or both, was offered:
 - (d) the nature of the occasion:
 - (e) any arrangements for, or provision of, safe transport:
 - (f) the period over which the alcohol was supplied:
 - (g) the strength and volume of the alcohol supplied:
 - (h) the age of the minor:
 - (i) any other matter it thinks relevant in the particular circumstances.
- (5) Subsection (1) applies irrespective of any liability that may attach to the licensee or any manager or other person in respect of the sale or supply of the alcohol.
- (6) A person does not commit an offence against subsection (1) by supplying alcohol to a person who then supplies it to a third person who is a minor, unless it is proved that the person knew or had reasonable grounds to believe that the alcohol was intended for a minor.
- (7) This subsection applies to the minor at any time if he or she is then no longer subject to guardianship by operation of section 28 of the Care of Children Act 2004.

244 Minors in restricted areas or supervised areas

- (1) A minor who is found in a restricted area on any licensed premises commits an offence.
- (2) A minor who is found in a supervised area on any licensed premises commits an offence unless he or she is accompanied by a parent or guardian.
- (3) A person who commits an offence against subsection (1) or (2) is liable on conviction to a fine of not more than \$1,000.
- (4) Subsections (1) and (2) do not apply to a person—
 - (a) who is an employee or agent of the licensee, or a person acting under a contract with the licensee or a manager, and who is in the restricted area or supervised area for the purpose of—
 - (i) cleaning, repairing, maintaining, altering, or restocking the area or any equipment in the area; or
 - (ii) removing or replacing any equipment; or
 - (iii) stocktaking; or
 - (iv) checking or removing cash; or
 - (b) who is in the restricted area or supervised area for the purpose of preparing or serving a meal; or
 - (c) who is in the restricted area or supervised area at the request of a constable acting in the course of his or her duties; or
 - (d) who is in the supervised area for the purpose of selling or supplying alcohol.

245 Permitting minors to be in restricted areas or supervised areas

- (1) A licensee or manager of any licensed premises who allows a minor to enter or remain in a restricted area or supervised area in contravention of section 244 commits an offence.
- (2) A person who commits an offence against subsection (1) is liable on conviction to a fine of not more than \$2,000.



- (3) In any proceedings for an offence against subsection (1) in respect of allowing a person (the customer) to enter or remain in a restricted area or supervised area, it is a defence if the defendant proves that—
- (a) there was produced to the defendant, or an agent or employee of the defendant, a document purporting to be an approved evidence of age document; and
 - (b) the defendant, agent, or employee believed on reasonable grounds that the document—
 - (i) was an approved evidence of age document; and
 - (ii) related to the customer; and
 - (iii) indicated that the customer was not a minor; and
 - (c) the defendant, agent, or employee reasonably believed that the customer was not a minor; and
 - (d) the defendant satisfies the court that, as soon as the defendant, agent, or employee became aware of the situation, reasonable steps were taken to remove the customer from the restricted area or supervised area.
- (5) In any proceedings for an offence against subsection (1) in respect of allowing a person (the customer) to enter or remain in a restricted area or supervised area, it is a defence if the defendant proves that the defendant, or an agent or employee of the defendant, verified the customer's age using an approved evidence of age system in the approved manner.

Declaration

I/We have read and answered all questions to the best of my/our knowledge

Signed

Date

Print Name



Part 5 - Safety Management Plan

Event organisers are required, under the Health and Safety at Work Act 2015, to have in place a Health and Safety Risk Assessment/Management Plan for each event held on Council premises.

Rangitikei District Council requires that before holding an event at a community hall, event organisers obtain all relevant permits/licences and complete a risk assessment and event management plan. They are required to do this prior to the event setup/start date.

Council staff can be available to assist with this process or provide advice if required. An Event Safety Risk Assessment Plan is included in this document for your use together with an event management plan if required.

Please supply a copy of your Event Safety Risk Assessment/Management Plan to Rangitikei District Council and retain a copy for your own records. You must submit this plan at least 5 working days prior to the event start date.

Risk Assessment Considerations

- Emergency plans
- Fire wardens
- Manual handling
- Parking wardens
- Power cables, cords tested and tagged
- Relevant certificates available
- Security staff
- Slips, trips and falls
- Structures
- Traffic controls
- Working at heights and off ladders

Risk Assessment Matrices

1. Likelihood – how likely is it to occur?

Level	Descriptor	Example Detail Description
A	Almost certain	Is expected to occur in most circumstances
B	Likely	Will probably occur in most circumstances
C	Possible	Might occur at some time
D	Unlikely	Could occur at some time
E	Rare	May occur but only in exceptional circumstances

2. Risk Rating – the risk matrix determines a risk rating, based on the likelihood and consequence of risk

Consequence					
Likelihood	Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
A (almost certain)	High	High	Extreme	Extreme	Extreme
B (likely)	Medium	High	High	Extreme	Extreme
C (possible)	Low	Medium	High	Extreme	Extreme
D (unlikely)	Low	Low	Medium	High	Extreme
E (rare)	Low	Low	Medium	High	High

3. Consequence – what is likely to be the impact?

Level	Descriptor	Example Detail Description
1	Insignificant	<ul style="list-style-type: none"> No injuries Low financial loss Inconsequential or no damage Little or no disruption to public infrastructure
2	Minor	<ul style="list-style-type: none"> First aid treatment Some damage Some disruption to public Some financial loss
3	Moderate	<ul style="list-style-type: none"> Medical treatment required Some hospitalisation Temporary halt of event requiring outside assistance (eg specialised maintenance, fire, police) Moderate damage Moderate disruption to public High financial loss
4	Major	<ul style="list-style-type: none"> Extensive injuries Significant hospitalisation Loss of production capability Halt of event requiring investigation and outside assistance (eg fire, police, ambulance) Significant damage Significant disruption to public Major financial loss
5	Catastrophic	<ul style="list-style-type: none"> Death Halt of event with investigation and potential prosecution (eg fire, police, ambulance) Catastrophic financial loss

Safety Risk Assessment Plan

Please complete and send a photocopy to Council

Safety risk						
Task/Issue/Hazard	What could go wrong	Person/area affected	Risk Rating (see matrix)	Risk control measures	By who and when	Notes
<i>Task: Manual handling – lifting 24- pack bottles/cans to restock (from truck or pallet to fridges)</i>	<i>Back or shoulder strain or sprain</i>	<i>Any person restocking fridges</i>	<i>D 2 Low</i>	<p>Currently:</p> <p><i>Trained in good lifting technique Seek assistance if needed Deliveries as close as possible to area Trolley to be used where possible</i></p> <p>Next steps:</p> <p><i>Purchase additional trolley Training for new workers and refresher training for existing staff</i></p>	<i>John Doe 15/5/20--</i>	<i>Quote for new trolley being obtained</i>

Please copy and complete for as many hazards/issues/risks you identify for your event

Part 6 - Post Event Checklist

Hall	
	Bulls Town Hall

Checklist		
Checklist following use	Item	Comments
	<input type="checkbox"/> Keys returned	
	<input type="checkbox"/> Floors swept	
	<input type="checkbox"/> Kitchen clean and tidy	
	<input type="checkbox"/> All benchtops to be wiped down	
	<input type="checkbox"/> Stoves cleaned	
	<input type="checkbox"/> Microwave cleaned	
	<input type="checkbox"/> Fridge cleaned and turned off	
	<input type="checkbox"/> Curtains undamaged	
	<input type="checkbox"/> Carpets left clean	
	<input type="checkbox"/> Rubbish disposed of	
	<input type="checkbox"/> Forms, tables and chairs clean and undamaged	
	<input type="checkbox"/> Forms, tables and chairs stacked	
	<input type="checkbox"/> Hall vacuum cleaner in place	
	<input type="checkbox"/> Lights turned off	
	<input type="checkbox"/> Any damage reported	

Damages	
Please provide details of any damages	

Signatures		
Hirer		Date
Council Representative		Date