

# Hire Agreement – OFC Academy

## Standard Conditions of Hire

**Effective 1 April 2023**

**FACILITIES AVAILABLE:**

12 ROOMS – All Twin Share facilities (all with own bathroom – toilet & showers)

**RATES:**

\$100.00 (exclusive GST) per room per night for NON-OFC members

\$25.00 (exclusive GST) per person per night for OFC Member Associations

Room rent (paid weekly in advance)	\$100.00 (exclusive GST) per room per night for NON-OFC members \$25.00 (exclusive GST) per person per night for OFC Member Associations
Deposit	50% upfront payment of rent and rest paid weekly in advance
Bond (refundable)	Rooms: 1-4 rooms will require the payment of a bond of \$100.00 per room. 5+ rooms will require the payment of a bond of \$500.00.  Keys: A payment of a bond of \$10.00 per key will be required. Lost keys will not be refunded.  All bonds are required to be paid upfront with the deposit set out above.

### **1. ENTRY/ACCESS TO PREMISES**

The Hirer shall use only those means of access and egress to the premises as are, or may be, designated on the date of hire. The Hirer shall receive keys to the OFC Academy which shall be returned to the OFC Academy Manager at the end of the hire period. Additional keys will be provided for a deposit of \$10 and upon returning the key the deposit shall be refunded. If keys are lost OFC will charge the hirer \$10 per key.

### **2. APPLICATION FOR HIRE**

Application forms must be obtained from OFC & completed fully. Applications shall not be accepted from persons acting on behalf of third parties unless declared at the time of the application. The Hirer shall not use the premises for any purpose other than that described on the application form and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring on to the premises anything which may endanger

the same or any insurance policies in respect thereof. The Oceania Football Confederation reserves the right to refuse any application for hire if it is of the opinion that either the hirer or the purpose of hire is unsuitable

### **3. DAMAGE TO, OR LOSS OF PROPERTY**

The Oceania Football Confederation shall not accept any responsibility or liability in respect of any loss, theft or damage of any goods or property of the Hirer or any other person left, deposited or brought on the premises.

### **4. INSTRUCTIONS**

The Hirer shall comply with all reasonable instructions of the Management of the Oceania Football Confederation relating to the use of the premises and conduct therein including any instructions which may from time to time be published by notice on the premises or otherwise.

### **5. DAMAGE TO OCEANIA FOOTBALL CONFEDERATION PROPERTY**

The Hirer shall pay to the Oceania Football Confederation on demand an amount for any damage (fair wear and tear excepted) done or caused to the premises or to any property thereon by the Hirer, their agents, or by any persons under their care and control or supervision.

### **6. VACATION OF THE PREMISES**

At the end of the period of hire the Hirer shall forthwith vacate the premises and remove all of their property. The Hirer shall leave the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise, switching off all lights and leaving the premises via the main exit only (except in the case of fire where the fire exit should be used). It shall be the responsibility of the Hirer to familiarise himself/herself/themselves with the fire exits and evacuation procedures.

### **7. INDEMNITY**

7.1. The Hirer shall indemnify and keep indemnified the Oceania Football Confederation from and against all claims, demands, action or proceedings in respect of any loss, damage, death or injury caused to any person or persons or bodies corporate arising from the hire of the premises, otherwise than as a result of the negligence of the Oceania Football Confederation or its agents.

7.2. The Hirer shall indemnify and keep indemnified the Oceania Football Confederation from and against all claims, demands, actions or proceedings in respect of any infringement of copyright material at or upon the premises. It shall be the responsibility of the Hirer to obtain at their own expense any licences or permits or other permissions required for the use and/or performance of such copyright material.

### **8. CANCELLATION**

8.1 The Oceania Football Confederation reserves the right to cancel any booking or to vary the details of the booking where circumstances so warrant. All monies paid in respect of a booking cancelled under this condition shall be refunded to the Hirer, but the Oceania Football Confederation shall not be liable for any other expenditure incurred or loss sustained directly or indirectly by the Hirer as a result of such cancellation or variation.

8.2 In the event of a cancellation by the Hirer Oceania Football Confederation shall be entitled to retain or be paid as a cancellation fee such monies as have been paid or are due to be paid as follows:

- If a cancellation is received more than two weeks prior to the booking, no cancellation fee will be charged.
- If a cancellation is received within two weeks of the booking, 50% of the booking fee will be charged.

## **9. TERMINATION**

In the event of the Hirer failing to observe and perform any of the conditions herein, the Oceania Football Confederation may, after giving notice to the Hirer of breaches of any conditions and without prejudice to any right of action which it may have against the Hirer, forthwith terminate this agreement and in this event payments made and any payments due to be made shall be paid and the Hirer shall have no claim against the Oceania Football Confederation for any damage or loss sustained in consequence of such termination.

## **10. HEALTH & SAFETY**

The Oceania Football Confederation accepts responsibility to provide a safe and healthy environment for all its users and visitors. Our Policy is to ensure that all efforts are made to safeguard our clients, visitors and persons using the Academy. It is our policy to comply to the best of our ability with both the intent and the details of the Health and Safety at Work Act 2015 and its associated regulations.

## **11. INVOICING AND PAYMENT METHODS**

11.1 Signed Hire Agreement should be returned together with a non-refundable deposit of at least 50% of the total hire fee and the bond (see clause 13).

11.2 All payments are to be made payable to 'Oceania Football Confederation Incorporated' in accordance with the correctly tendered invoice received from Oceania Football Confederation.

11.3 Where the hirer is renting individual rooms on an extended basis, the rent is to be paid weekly in advance (the first week's rent is to be paid upon signing of this agreement along with the bond payment as stipulated in clause 13)

## **12. CLEANING**

12.1 The Hirer shall remove all personal property, and other items that were not present in the venue when hirer took control of it. The Hirer shall, at the expiration of the period of hiring, leave the premises in a clean and orderly state. If the premises are not left in such a state, the Oceania Football Confederation reserves the right to charge an additional sum, or to deduct such sums as are necessary from the bond if applicable to have all such necessary cleaning carried out which is outside of the standard cleaning.

12.2 The Hirer shall always keep the kitchen and shared areas clean and tidy including the kitchen benches, stovetops, food preparation areas and appliances.

12.3 OFC reserves the right to inspect the academy premises at any time and if it deems necessary, hire commercial cleaners at the cost of the hirer.

### **13. BOND**

13.1 Where the hirer is hiring 1-4 rooms, a payment of a bond of \$100.00 per room will be required. Where the hirer is hiring 5+ rooms, a payment of a bond of \$500.00 will be required to be paid to Oceania Football Confederation. The bond shall be held and returned to the hirer upon vacating the premises subject to any costs or expenses which may be deducted as Oceania Football Confederation sees fit.

13.2 The bond fee is in addition to the 50% up front deposit required in accordance with Clause 11.

13.3 Where the hirer is renting individual rooms for extended periods, the bond will be the equivalent of four weeks room rental. This must be paid upfront as well as the first weeks rent in advance.

### **14. CARPARKS**

The Hirer acknowledges that there are no car parks provided for use at the OFC Academy. The hirer further agrees not to park in the designated office carparks during all hours.

### **15. INTERNET USAGE**

Free WIFI is available for the use of all guests in accordance with the agreed use of terms. If the Hirer wishes to use the Internet, they can obtain the access details from the OFC Facilities Coordinator.

### **16. USE OF FIELD**

16.1 The field adjacent to the OFC Academy is not owned by OFC. It is under the management of Mt Smart Stadium and must be booked in advance (subject to availability and a small fee).

16.2 Use of this field without obtaining a prior booking from Mt Smart Stadium is strictly prohibited and will be considered a breach of the terms of this Agreement.

### **17. GENERAL**

18.1 Smoking and/or consumption of alcohol in any part of the OFC Academy is not permitted.

18.2 The Academy is adjacent to current occupied office spaces. Excessive loud noise / music or to create a disturbance in the OFC Academy is not permitted.

18.3 Comply with all Regulations, ordinances and by laws or any notices given by any authority affecting the OFC Academy or any activity carried on therein.

18.4 Not to permit any immoral or illegal activity in the OFC Academy and/or building attached to the same.

18.5 Not at any time permit the OFC Academy to be occupied by more than the agreed number of persons.

18.6 The hirer shall conduct themselves in a reasonable and responsible manner at all times when on OFC Academy premises and must not act in any way which may disturb other users.

18.7 The hirer will refrain from causing unnecessary disturbance including (but not limited to) loitering around the premises, during normal office hours (7am to 7pm daily).

18.8 From time-to-time OFC will need to make use of the kitchen and academy common area for meetings and/or events. OFC will advise the tenant / hirer in advance of this, and the tenant / hirer is required to vacate the area during the planned activity / event.

## 18. JURISDICTION

This Agreement is to be governed by and construed in accordance with the laws of New Zealand and is subject to the exclusive jurisdiction of the New Zealand Courts.

By signing below the hirer agrees to adhere to all aspects of the hire agreement as stipulated above. Furthermore, the hirer agrees to ensure that all parties subject to this agreement are aware of the Standard Conditions of Hire and takes full responsibility for any breaches of the conditions.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Full Name \_\_\_\_\_

Organisation \_\_\_\_\_

## Academy Hire Form

### **Please complete all fields:**

NB: The Academy does not provide refreshments – please arrange your own catering.  
For Hire rates please contact the OFC Facilities Manager or the OFC Facilities Coordinator.

### **AGREED RATE OF HIRE (to be notified by OFC):**

OFC will advise booking party of agreed rate of hire & payment process prior to check-in date.

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I hereby acknowledge that I have read, understood, and will abide by the terms and conditions of this agreement.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

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**OFFICE USE ONLY:**

Hire age Approved by OFC: **Yes/No**

Authorised by: \_\_\_\_\_ Signed \_\_\_\_\_

Deposit received: \$

Bond received: \$

Bond Returned: \$

Date Bond returned:

NOTES:

## APPENDIX 1

### Information sheet for OFC Property at 12 Maurice Road.

#### Abbreviations

Oceania Football Confederation - **OFC**

Moana Pasifika - **MP**

Office downstairs - **Office**

Member Associations – **MA's**

Other Guests/ Non-MA's - **Guests**

OFC Facilities Manager – **FM**

OFC Facilities Coordinator – **FC**

Rooms upstairs – **Academy**

Offices at the back upstairs (rooms A, B & C) - **Apartment**

#### Demarcated areas and access

- **Carpark – This is found in front of the building**  
Hirers using the Academy are not permitted to park in this area.
- **Upstairs lounge- This belongs to the Academy and found upstairs**  
This can be accessed by the side entrance up the stairs. This is rented to MP and cannot be accessed or used by anyone who is not part of MP. When the accommodation is being used, the guests and MA's will be given access to it only for the number of days the place is rented to them. Other OFC guest staying on odd occasion are not allowed to use the lounge unless specified, during occupancy they can use the side entrance and rear entrance for access.
- **Academy:**  
These are the 12 rooms contained upstairs.
- **Apartment**  
These are the three rooms in the far corner leading up the stairs from the back entrance of the office building, i.e., rooms A, B & C. The access to this is via the back entrance through the glass door at the back which leads out to the lunchroom. This belongs to OFC, anyone outside of OFC are not allowed to access these rooms. The back door will be used both by MP and OFC, however OFC staff are to access the apartments via the rear entrance only.
- **Conference room**

If required, bookings for the conference room are to be made through the FM or FC.

- **Canopy Area**

This is the area near the kitchen/Lunchroom and toilet downstairs. No guests are permitted to have access to this area.

- **Warehouse**

No guests are permitted to have access to this area.

- **Toilets**

The toilet outside next to the lunchroom belongs to MP, no one outside of MP is allowed to use it. When the conference room is booked for training by Guests the participants will use the toilets in the rooms upstairs.

- **Internet & WIFI**

**Guest & MA's:** Wi-Fi will be provided with no cost. All details to access the WIFI will be provided by the FM or FC upon request.

## **Alarms**

There are multiple security alarms in the building, they are as follows:

- **Lounge Upstairs**

Has the same permaconn as alarms for the office downstairs. The keypad downstairs by the side entrance, arms and disarms only this area. The keypad next to side entrance inside may be used by anyone occupying the academy upstairs.

- **Conference room**

Has a separate alarm system and keypad this only arms the conference room. Code to be collected from FM or FC if hiring the conference room.

- **Accommodation**

Has a separate alarm system and is monitored by a security company. The code can be obtained from the FM or FC.

## **Keys**

- **Gate keys:**

A key box is attached to the OFC signboard at the entrance of the carpark. This has the gate key in it. This is to be used only when the gate is locked by the security of Mt Smart Stadium. Please use this key to unlock the gate and return



in back to the key box immediately, lock the key box and turn the numbers to random.

A second key box is found outside the gate on the post. This can be used in the same manner as above. Please ensure that the key is returned to the box and locked with the numbers turned to random.

- **Office and Academy keys:**

There are two key boxes next to the side door of the office, one box is for the academy and the other is for the office downstairs. Codes will be provided by FM/FO when required for the academy.

### **Laundry**

- FM or FC will provide information to guests staying in academy of available laundromats in the nearby vicinity for use.

### **Timings**

- **Guests:** All guests will have to check out by 10:00 am, unless agreed with FO/FM.

### **Lounge & Conference Room**

The lounge or conference room can be booked from the OFC Facilities Coordinator if required.

### **Health and Safety**

This information below is r to be passed on to occupants when hiring the Academy.

- **Corridors-** No running in corridors
- **Assembly Point:** The open space outside the carpark on the road is **the assembly point for everyone in case of a fire.**
- **Fire Exits**

**Office:** There are two fire exits on both end of the building front reception and back door near the laundry

**Conference room:** A fire exit is near the front door entrance.

**Academy:** There are two fire exits on both ends of the corridor upstairs and both lead to the stairs downstairs to exit the building. This door unlocks with a door lever from the inside even if it is locked from outside.

- **Fire alarm:**

**Conference room:** Fire alarm activation buttons are found near the kitchen door.

**Academy:** Fire alarm activation buttons are found below near door, up the stairs, end of the corridor

- **Fire Hose**

**Academy:** A fire hose is found outside the academy front door, there is a second fire hose in the passage near the shower's downstairs

- **Fire extinguisher**

**Academy:** Fire extinguisher are available outside end of the corridor and in the lounge.

- **Fire Exit Signs**

**Academy:** The fire exit signs with lights can be found in the ceiling in the corridors giving direction of exit. This will be lighting up during an actual fire.

- **First Aid box:** This will be found in the lounge. If anything is used from it, OFC has to be communicated for topping up.

**Event of a Fire:** Leave the building immediately using the nearest exit. Make sure that everyone evacuates the building and calls 111 – there are 3 options, police, ambulance, and fire. **Choose fire.** Wait at the assembly point till help arrives. The person in charge will tell when it's all clear and pass instructions accordingly.

### **Lounge Upstairs**

- The TV screen and TV stand should not be moved.
- After use, please place the TV controller next to the TV.
- Do not increase the volume of the TV to the point of disturbance of others
- Do not be loud and noisy or play loud music.
- No running or playing in the corridors and lounge upstairs.

### **Drinking, smoking, and housekeeping.**

- No smoking or vaping in any of the rooms or in any part of the building or in any surrounding areas next to the building.
- No drinking of alcohol in any part of the building or surrounding areas or carparks.
- Smoking and vaping can be outside on the road, but cigarettes butts must be responsibly put out completely and thrown inside the rubbish bin.
- All cardboard boxes must be smashed and put in the recycle cage provided next to the blue rubbish bins

- No rubbish bags should be left by the side of the bins or the doors, all rubbish must be thrown in the bins
- Do not throw anything out of the window.
- If any signs of drinking or smoking is found on the premises, you will be asked to vacate.
- If any signs of drinking or smoking is found after vacating the premises, photographs will be taken and sent to the occupant with cleaning charges as found applicable at that time.

**Pets**

- No pets allowed inside the academy, except guide dogs.