

Manawatū Community Hub Libraries (**MCHL**) makes meeting rooms available at the facility - Te Āhuru Mōwai, to the public (**User**) on an equitable basis.

Meeting rooms are available as follows:

1. By pre-booking available days and times via our website or in person (**Pre-Booked Rooms**); or
2. If a meeting room is not booked, on a first-come first-served basis (**Vacant Rooms**).

Pre-Booked Rooms will be charged in accordance with Manawatū District Council's (**Council**) Fees and Charges schedule. Vacant Rooms are available free of charge during public opening hours. Vacant Rooms must be vacated by the User if it is required by another User who has pre-booked the meeting room.

Use of a meeting room does not constitute an endorsement by MCHL or Council of the group, program, or point of view expressed by the User. MCHL and Council does not advocate for, promote, or endorse the viewpoints, purposes, products, or content of those who use its meeting rooms.

MCHL and/or Council reserve the right to cancel or reject a booking for a Pre-Booked Room, or ask a User to vacate a Vacant Room, at any time, whether on the grounds of health and safety, disturbance, or otherwise.

All Users acknowledge and agree:

- MCHL or Council programs and events have first priority in the use of all meeting rooms/spaces.
- All Users Pre-Booking a meeting room must communicate all relevant details with MCHL staff before a booking will be confirmed.
- All Users must have a representative who is at least 18 years of age (**Booking Organiser**). The Booking Organiser must sign the Booking Agreement on behalf of the User. The Booking Organiser is responsible for the conduct of the User and liable for any injuries or damage to MCHL property or equipment. MCHL or Council may, in its sole discretion, decline any booking request.
- Bookings can be reserved up to 3-months in advance.
- Meeting room capacity must be adhered to at all times (refer to Booking Agreement for maximum occupancy).
- Security cameras monitor the use of Te Āhuru Mōwai as per Council's Privacy Statement which can be viewed online at www.mdc.govt.nz
- During non-staffed time, meeting rooms are locked and accessible via PIN code only. Bookings that occur outside of staffed hours will require a PIN code for accessing through the Stafford Street entrance and the booked meeting room. The PIN code will be communicated with the Booking Organiser upon confirmation of booking.
- MCHL operates Open Plus (after-hours access). This means that members that have opted-in to Open Plus may be in Te Āhuru Mōwai for the duration of a User's booking.
- For all bookings in non-staffed time there must be a 'Principal Hirer or a Standard Hirer'. The 'Principal Hirer' is either the only booking or the booking with the largest group (by number of attendees) if there are multiple bookings at the same time. All other bookings are considered the 'Standard Hirer'. Both the 'Principal Hirer' and 'Standard Hirer' must designate a 'Fire Warden' as recorded on the booking details, who must undertake a 'Fire Warden' orientation with MCHL staff prior to the booking taking place and sign the Principal Hire Agreement or Standard Hire Agreement outlining the responsibilities of the 'Fire Warden' should an emergency be triggered.
- MCHL, Council or contracted staff (including cleaners) may be present in Te Āhuru Mōwai during non-staffed time, but cannot provide customer service outside of staffed hours.
- MCHL/Council may not be identified or implied as a co-sponsor without prior approval from MCHL Management. Any publicity used to promote the meeting room activity must include the following language: *This is not a Manawatū Community Hub Libraries event.*
- Tables and chairs are provided in each meeting room. The User is responsible for setting up, rearranging, and taking down tables and chairs.
- Light refreshments may be served. Each User is responsible for cleaning up after meeting room use (a small vacuum cleaner is available for use) and leaving the meeting room in the condition it was in at commencement of the booking.
- Alcoholic beverages are prohibited unless prior written consent is obtained from MCHL Management and the appropriate licence is acquired.
- MCHL/Council is not responsible for personal items or equipment, including for any loss, damage, theft or otherwise.
- Pātiki Onepū, Pātiki Tahuaroa and the Tui Mayo meeting rooms are equipped with MaxHub smart screens and video conferencing ability. Booking Organisers are responsible for learning how to use and reset the equipment during staffed hours if the use of this equipment is required for a booking.

- Pātiki (Event Space) and Pātiki Onepū have access to a large screen projector, and conference audio facilities (wireless microphone). Booking Organisers are responsible for learning how to use the equipment during staffed hours if the use of this equipment is required for a booking.
- Decorations are to be free-standing. No nails, staples, pins or fixtures are to be attached to any part of Te Āhuru Mōwai. Blu Tack and Sellotape may not be used on any painted surfaces/window coverings. Any existing display material, equipment, books, etc. is not to be touched. If you need help with free-standing decorations, please contact MCHL Management to discuss in advance.
- Please notify MCHL staff 24 hours in advance of any cancellation. Refunds will only be issued in accordance with Manawatū District Council's policies. If a User provides less than 24 hours' notice of cancellation, or fails to utilise a Pre-Booked Room for all or part of the booking, no refund will be provided.
- All MCHL terms and conditions and policies are in effect during Meeting Room bookings, including but not limited to the Customer Code of Conduct, Digital Technology and Internet Public Access policy, and Membership and Meeting Room terms and conditions. These can all be found and reviewed at www.mchl.co.nz
- If the meeting room is to be used for an event that may be controversial, or have the possibility of being deemed or considered controversial, the User must notify MCHL at the time of making a booking request, and disclosed on the Booking Agreement. In this event MCHL may:
 - Require the User to put in place sufficient plans to mitigate any risks that might arise, on terms acceptable to MCHL/Council at its sole discretion;
 - Reject or not accept the booking request;
- If a User has not disclosed that an event may be controversial, or have the possibility of being deemed or considered controversial, MCHL/Council reserves the right to terminate the booking at any time prior to or during the event.
- The User and the Booking Organiser indemnify MCHL/Council against all claims, damages, liabilities, costs, losses and expenses however arising out of any breach of these Terms of Use or the Booking Agreement, including without limitation, any loss or damage caused or contributed to by the User or any of its employees, contractors, performers, invitees, or agents to MCHL.
- MCHL/Council may, at any time, immediately terminate the Booking Agreement where the User is in default in the observance or performance of any of its obligations under these Terms of Use or the Booking Agreement.
- The User will comply at all times with the requirements of the Health and Safety at Work Act 2015 (and any amendments), including any reasonable request or requirement of MCHL/Council concerning matters regarding health and safety.
- The User must immediately notify Council/MCHL of any risks to health and safety arising from the User's use of Te Āhuru Mōwai and/or meeting rooms and shall advise of any risks to health and safety which may affect the safety of any persons within Te Āhuru Mōwai.
- The User agrees to take all reasonably practicable steps to ensure risks to health and safety are eliminated or minimised, and it shall have due regard to any risks that may arise in performing its obligations under the Booking Agreement.
- The User will, as soon as practicable, notify MCHL staff of any accident, injury, illness or near miss during the course of the User's use of Te Āhuru Mōwai and/or meeting rooms.
- Violations of these Terms of Use may result in the User and Booking Organiser being prevented from any future use of Te Āhuru Mōwai and/or meeting rooms, as well as fines and legal consequences.
- Any exceptions to this Terms of Use are only valid with the prior written consent of MCHL/Council Management.