

Adopted:

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Sponsor/Group:	Group Manager: Operations and Delivery

Venue Booking Policy

Definitions

The Act	New Zealand Bill of Rights Act 1990
Community facilities	Means land and building used by members of the community for recreational, sporting, cultural, safety, wellbeing, or worship purposes; and includes any ancillary facility needed to operate the community facility.
Council	Includes any committee, subcommittee or representative group to which Council has delegated responsibility.
Event	Means the purpose for which the venue is hired as described in the booking application.
Applicant	Means the person(s) or legal entity named as applicant in the booking application.
Venue	Means the Council owned venue identified in the booking application and includes community facilities.

New Zealand Bill of Rights Act 1990 Acknowledgment

1. Council acknowledges the relevant provisions of the New Zealand Bill of Rights Act 1990, to which regard must be paid when deciding on a booking application, are:
 - a. Section 13 – Freedom of thought, conscience, and religion.
 - b. Section 14 – Freedom of expression.
 - c. Section 15 – Manifestation of religion and belief.
 - d. Section 16 – Freedom of peaceful assembly.
 - e. Section 17 – Freedom of association.
 - f. Section 18 – Freedom of movement.
 - g. Section 19 – Freedom from discrimination

Purpose

2. Assist staff and contractors to make consistent, robust decisions on the appropriate uses of venues, the risk profile of different uses, and the general conditions of hire that should apply to Taupō District Council venues.
3. Enable staff to accept venue bookings in line with the relevant legal and safety requirements.
4. Support the community to access and maximise the use of Council's diverse community facilities.

Scope

5. This policy applies to all Council employees and contractors.
6. This policy applies to all bookings of Council venues that are manned by Council staff – see Schedule 1.
7. We will consider the application of this policy to each venue in Schedule 2, which are managed on Council's behalf by community members, progressively as and when each management arrangement comes up for renewal. If this policy is to apply, the new management agreement will reflect this.
8. This policy does not apply to Council owned properties that are leased to other organisations, but a lessee may decide to adopt this policy in whole or part.
9. This policy is not exhaustive and must be read in conjunction with TDC Event Venues' Operational Guide and Terms and Conditions.

Objectives

10. This policy aims to:
 - a. Be accessible to everyone who wishes to use Council facilities.
 - b. Enable Council staff and contractors to make fair, robust, and transparent decisions on the use of Council's venues.
 - c. Encourage Council and its communities to adequately identify event requirements and any potential issues arising under the New Zealand Bill of Rights Act 1990 and the Human Rights Act 1993.
 - d. Mitigate the risk to which Council staff and users of venues are exposed when selecting and using Council venues.

Risks

11. Risk is the possibility of something bad happening. Here, risk means the possibility of harm to the safety, health and wellbeing of the public, Council staff, Council property or the environment, because of a specific activity, held at a specific Council venue at a specific time.
12. A venue may be requested for an event that, from a risk perspective, is unsuitable for that venue. Risks may arise from the physical attributes of the event, or from the subject matter or theme of the event.
13. If, because of its physical attributes, an event held at a specific venue might result in the public, Council staff at the event and Council property, being injured or damaged, then the hosting of that event at that venue comes with the risk of physical harm.
14. If the subject matter or theme of an event does or might cause disagreement, discontent, or anger within the community. This might be exacerbated by the location of the venue. If so, the hosting of that event at that venue comes with the possibility of harm to the safety, health and wellbeing of the public, Council staff at the event and Council property, if that discord is acted upon.
15. If the risk of harm exists, then mitigation measures must be considered by both the applicant and Council as part of the booking process.

16. The second-tier manager responsible for the events and venues team will decide, finally, where to strike the balance between risk to Council property and people, and the rights and freedoms affirmed by the Act.

Venue Suitability

17. Staff must be satisfied that the proposed venue is suitable for the activity or event for which the venue is to be hired.
18. When assessing venue suitability staff must consider:
 - a. Capacity of the venue and size of the event.
 - b. Security risk assessment matrix, which includes consideration of the profile of the event/applicant/organisation.
 - c. Needs of other applicants of the venue at the same time as, or following, the event.
 - d. Cleaning and maintenance schedule.
 - e. Impact on the surrounding community (eg: environment, noise, traffic congestion) if the event proceeds.

Safety requirements for applicants

19. To ensure our health and safety obligations are met, the applicants must develop a health and safety plan, and may also be required also to undertake the following, where relevant:
 - a. Liaise with local police.
 - b. Provide private security or book Council-arranged security at the applicant's cost.
 - c. Provide a traffic management plan.
 - d. Provide an alcohol management plan.

Bonds and other forms of security

20. Council may require payment of a bonds or other forms of security in respect of any event when:
 - a. there is reason to believe the venue hire fee will not be paid.
 - b. it is reasonable to believe the event may result in damage to Council property.
 - c. there is reason to believe additional security costs or health and safety assessment costs will be incurred.

Alcohol at events

21. Council will require applicants whose event includes the sale or supply of alcohol to obtain a special licence, if required.

Modification of terms and conditions

22. Council may, in respect of any booking application, modify or add to its terms and conditions of hire to properly manage the outcome of the assessment under clause 18 and any additional requirements arising under clauses 15, 19, 20, 21 and 26.

Events that raise public safety or other concern

23. In its venue management, Council must pay due regard to the Act, and particularly the provisions of section 5 and sections 13 – 19 of the Act (below).
24. Section 5 (Justified limitations) recognises that these rights are not absolute but are subject to only “such reasonable limits prescribed by law that are demonstrably justified in a free and democratic society”.
25. Council may be justified to decline the booking application if the risk to health and safety cannot be eliminated or mitigated to an acceptable level.
26. If a proposed event does or might attract a level of protest that could require an evacuation but without the applicant providing for any additional security measures, the security risk to the public, Council staff and the event goes themselves justifies Council to:
 - a. seek to recover from the applicant any additional costs that Council is reasonably put to because of those risks.
 - b. cancel the booking if the booking application has already been accepted.
27. The applicant must provide full details of the proposed event, including the nature, and potential risk level, of the proposed event. If the booking application does not contain full details, then Council may decline the booking request.
28. If there is any doubt about the nature or risk level of an event, the matter must be escalated to the General Manager overseeing the venue’s activity.
29. All actions taken in the implementation of this Policy must be consistent with the Bill of Rights Act 1990.

No right of review

30. Applicants do not have any right of review of a staff decision. Any applicant who is unhappy with a decision, in relation to their booking application, has access to judicial review and/or the Ombudsman’s Office and/or the Humans Rights Commission.

Policy review

31. The policy is scheduled to be reviewed every 5 years.

References

32. The Bill of Rights Act 1990
The Human Rights Act 1993
Moncrief-Spittle v Regional Facilities Auckland Limited [2022] NZSC 138.
TDC Significance and Engagement Policy 2022

Schedule 1 List of venues managed by Council staff

Venue	Type
Amphitheatre and Riverside Park	Outdoor venue
Great Lake Centre	Hall and Meeting rooms
Owen Delany Park	Clubrooms, Grounds, and Lounge
Sportsground(s)	Outdoor venue
Taupō Airport	Meeting room, terminal facilities
Taupo District Aquatic Centres	Outdoor venue, indoor venue and meeting rooms
Taupō District Libraries	Meeting room
Taupō Events Centre	Stadium, Function room, and Club room
Taupō Museum	Reception and Grounds
Tongariro North and South Domain	Outdoor venue

Schedule 2 – other venues not managed by Council staff.

Venue	Type
Acacia Bay Community Hall	Community Hall
Kinloch Community Hall	Community Hall
Mangakino Fit Gym/Hauora Kokiri	Community Hall
Parks and Reserves	Outdoor venue
River Road Community Hall	Community Hall
TaupōRose Gardens	Outdoor Venue
Tirohanga Settlers Hall	Community Hall
Turangi Town Centre Gymnasim	Community Hall
Tutemohuta Community Centre	Community hall
Waiora House	Community facility
Waipahihi Hall	Community Hall
Whakamaru Settlers Hall	Community Hall