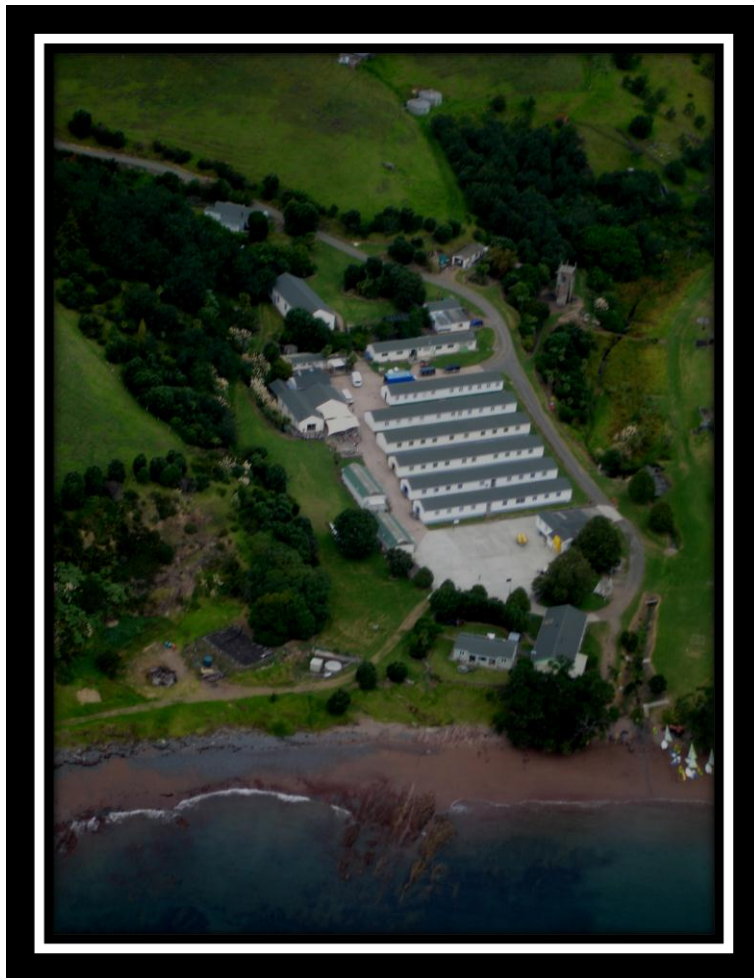




**MOTUTAPU**  
outdoor education camp

# Motutapu Outdoor Education Camp



## Hire Agreement

(Terms and Conditions of Hire)

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# Terms and Conditions of Hire

## Deposit; for booking confirmation

We are happy to accept “Pencil Bookings” however the deposit is required within 14 days from the date of booking to confirm the desired dates. Failure to return the Application for Hire, together with the deposit may result in the booking being automatically cancelled without notice.

- Each booking held requires a separate deposit.
- You may request an invoice for the deposit if required.
- Deposits can be made either by cheque or bank transfer (an account name and number can be given upon request)
- A receipt will be posted to you confirming receipt of your deposit.
- M.O.E.C. reserves the right to refuse any booking for any reason without explanation
- M.O.E.C. reserves the right to cancel any booking for any breach by the client of M.O.E.C.’s terms and conditions of hire.
- By signing the attached Application for Hire you accept responsibility for the group, their conduct and all costs incurred.
- In exceptional circumstances a booking may be postponed and the deposit carried over (new bookings must be within a 3 month period of the original dates subject to availability). Postponement for any reason (weather, health or unexpected family commitments etc) is at the discretion of MOEC management and will be examined on a case by case basis.
- Failure of a group to make use of the next set of suitable dates (within the 3 month period of postponement) as negotiated by the organiser and MOEC management, will result in the forfeit of the full deposit. This is at the sole discretion of MOEC management.

## Cancellation and Refund Policy; (Please Read Carefully)

### Cancellation

- M.O.E.C. will refund the deposit, less any fees applicable, if the cancellation is received in writing 3 calendar months in advance of the first day booked. M.O.E.C. reserves the right to cancel all future unconfirmed bookings at that time.
- Where a booking is cancelled for any reason within 3 calendar months of the first day booked, full deposit is forfeited.
- Where a booking is cancelled for any reason within 14 days of the first day booked, M.O.E.C. requires payment for 50% of estimated revenue.
- Where a booking is cancelled for any reason within 7 days of the first day booked, M.O.E.C. requires payment of 80% of estimated revenue.
- In exceptional circumstances a booking may be postponed and the deposit carried over (new bookings must be within a 3 month period of the original dates subject to availability). Postponement for any reason (weather, health or unexpected family commitments etc) is at the discretion of MOEC management and will be examined on a case by case basis.
- Failure of a group to make use of the next set of suitable dates (within the 3 month period of postponement) as negotiated by the organiser and MOEC management, will result in the forfeit of the full deposit. This is at the sole discretion of MOEC management.
- M.O.E.C. reserves the right to hire the facility to any other hirer.

### Refunds

- A refund of deposit will be given only where the cancellation criteria (above) is met.
- All refunds incur a 25% administration fee.

## Invoicing

The Hirer will sign a check out sheet prior to their departure from the camp. This form will contain final numbers of the group and all costs incurred during the stay. Any disagreements should be discussed prior to signing.

An invoice will then be prepared from this information and sent out via mail.

- Groups are expected to pay the invoice in full within 7 working days unless by prior arrangement
- Failure to pay the invoice in full will result in future bookings being automatically cancelled and a penalty fee of 10% added to your balance.
- All deposits paid will be deducted at the time of invoicing.
- Failure to pay an invoice will result in M.O.E.C. taking all steps to recover the amount owed and any cost incurred during the recovery will be added to the total.
- All damages and losses will be charged on invoice.

## Fees

Please request latest Fee Schedule prior to booking you camp. Our fees are subject to change and are generally reviewed each year with new fees commencing 1<sup>st</sup> January each year.

- M.O.E.C. charges a daily rate. We do not charge by nights. Any part-day facility hire is charged as a full day.
- Groups are charged at the minimum rate or the per person daily rate whichever is the greater.
- Staff and Contract Instructors are invoiced based on half- day (4 hours) or full day (8 hours). This is inclusive of the time it takes to set up and pack down each activity
- You will be charged as per the fee schedule on a daily basis.
- The 'Weekend' rate begins after 1600 hours on Friday night and runs through until 1800 hours on Sunday evening.

## Use of Facility and Services

Motutapu Outdoor Education Camp offers a variety of different facilities and services.

### Transport

- One pick up from point of arrival and one return to point of departure on Motutapu is included in the accommodation fee. (1 vehicle only)
- Our Truck may collect Baggage & Food from your arrival point. Passengers (up to LTSA limits) may also be carried when there is room. This is at the sole discretion of the driver due to changing road conditions. The Truck is only able to get to Yankee Wharf and Islington Bay Wharf due to the condition of the roads. Our van (seats 7) and Baggage Trailer if requested can collect from Rangitoto Wharf, Yankee Wharf, Islington Bay Wharf and Home Bay Wharf.
- Please note that as the road to Home Bay Wharf is not suitable for all vehicles; baggage, food etc must be carried approx. 800 m to the road by your group. For this reason we do not recommend arrival at Home Bay Wharf.
- All other trips and extra vehicles booked to and from ferries are charged at current rates; please refer to current fee schedule.
- All people arriving via private transport to the camp or otherwise must be reported to camp staff and added to the Group Check Sheet. You will be charged the normal daily fee for all guests.

### Activities

There is an inherent amount of risk involved in all outdoor activities. MOEC takes all reasonable steps to minimise these risks to people, the environment and the equipment through sound practice and policies. All participants on activities at MOEC must adhere to these policies at all times.

- A MOEC approved instructor must supervise all outdoor equipment. All use of outdoor equipment must comply with our 'Safety Management Plan' and "Standard Operating Procedures".
- Because snorkelling and environmental studies are run at camp, marine life should not be disturbed within the MOEC marine area. This area incorporates Administration Bay where the camp is located, Pig Bay to the left, Sandy Bay to the right and encompasses all the area between these land points and Bird Island. We ask that

you refrain from fishing and the taking of shellfish in these Bays. Failure to do so will result in termination of your hire.

- Lodge hirers have use of the sit on top kayaks stored beneath the deck when they are not needed for instructional purposes.
- Sit on Top Kayaks may not go outside the confines of the Bay. This boundary is dictated by Administration Bay and Sandy Bay to the right and Pig Bay to the left. Hirers should go no further out than Bird Island. However weather conditions, personal ability and group abilities play an important role when deciding how far to go. If in doubt ask a MOEC staff member for advice. These restrictions are in place to ensure the safety of the people using the kayaks.
- Buoyancy Aids must be worn at all times when utilising the sit on top kayaks

### **Fires, Vehicles and Out Camps**

- Camping and Fires is by DoC permit only. Should you wish to hold an out camp at any location on the island (including the popular DoC run Home Bay Camp Ground), applications must be submitted to MOEC management no later than 4 weeks prior to your arrival on the island. Special charges may be incurred in addition to the normal accommodation rates, (see fee schedule)
- All persons participating in out camps must adhere to the rubbish and waste disposal procedures outlined by MOEC staff prior to departure from base.
- Vehicle Access; DoC allows MOEC guests a special compensation to bring vehicles onto the island to transport luggage, food and people from the point of arrival to camp and back again on the departure date. In most cases the permit and application fee will be waived, however this is at the discretion of DoC. Private vehicles are not to be used to drive around the island throughout the week for any reason! Vehicle permits must be submitted to DoC directly via the appropriate application form no later than 3 weeks prior to your arrival on the island. For more information contact MOEC management.
- All vehicles must adhere to the bio-security measures outlined by the Department of Conservation.
- Notification of acceptance/ denial of application for out-camps, fires and/or vehicle access, will be given as soon as received from DoC. We will endeavour to have this completed within 7 days of application but are limited by the speed of response by DoC.

### **Environment**

- Because snorkelling and environmental studies are run at camp, marine life should not be disturbed within the MOEC marine area. This area incorporates Administration Bay where the camp is located, Pig Bay to the left, Sandy Bay to the right and encompasses all the area between these land points and Bird Island. We ask that you refrain from fishing and the taking of shellfish in these Bays. Failure to do so will result in termination of your hire.
- If bringing a private boat please inform management prior to arrival.
- Permission to use MOEC moorings in Administration Bay and Islington Bay must be sought prior to arrival
- Please consult with MOEC staff upon arrival when anchoring private boats in the bay as they may inhibit water based activities.
- All mooring is at your own risk. MOEC takes no responsibilities for any losses resulting from using the MOEC moorings
- The camp operates a "pack in, pack out policy." All rubbish, except food scraps, must be taken off the island when you depart.
- MOEC can assist in rubbish removal (see Fee Schedule for costing)
- All rubbish must be securely bagged and stored in bins provided. These bins must be emptied, and if required; cleaned, as part of the check-out process

### **Code of Conduct for All Guests**

The Hirer is responsible for the safety and wellbeing of all members of their group. In order to maintain a safe environment for all, we ask that the following rules be adhered to.

### **Coming to the Island**

The Department of Conservation has carried out an extensive operation to remove the remaining pests from Rangitoto and Motutapu Islands. With these animal and plant pests gone the native animals and plant life

will flourish freely. In time, strong flying native birds will return to re-establish homes on the two islands and there is the potential for iconic species such as Kiwi and Takahe to be reintroduced. The greatest threat to this project is a pest incursion; a rat, mouse or weed seed being brought to the island. Please ensure every member of your party has completed the checklist sent to you.

- All gear, clothes, shoes must be checked for rats, mice, soil, seeds and insects
- All gear to be firmly sealed - zipped tightly or taped closed

DoC reserves the right to refuse landing on the island(s) to any group or vessel that may be suspected of carrying any undesirable creature or plant matter.

A vessel suspected of carrying any undesirable creature or plant matter may be turned around and return to the mainland.

## Behaviour

- We have a noise curfew of 10.30 pm – unless by prior arrangement with Camp Staff.
- Please consider the comfort and enjoyment of other guests in all your activities.
- Rude or hostile behaviour towards staff or anyone else will not be tolerated.
- Please report all breakages and damage so they can be attended to. These may be charged on invoice if deemed a direct result of your group's behaviour rather than general wear and tear.
- To preserve our Heritage Buildings, there is no smoking in or near any of the buildings. A designated smoking area is provided. Please discard cigarette butts in rubbish bins after fully extinguishing.
- Alcohol is only permitted at times and in areas where children are not present. The policies surrounding the consumption of alcohol during a camp are at the discretion of the group. However Motutapu Outdoor Education Camp reserves the right to ban alcohol from the premises.
- There is an expectation that the consumption of alcohol will be limited and no one will become intoxicated. It is also expected that an appropriate number of people will stay sober in order to carry out their roles and responsibilities at all times.
- All drugs apart from prescription medication are not permitted at the Motutapu Outdoor Education Camp or on any activities/ operations provided by the facility.
- No Animals or Bikes are allowed on the island at any time.
- We are a Self Clean Facility; please ensure that you come equipped for this and that it is completed thoroughly according to the Clean Up sheets provided. Additional charges may be incurred should the area(s) be left in an unacceptable condition.

## Health and Safety

MOEC has processes in place to assist that guests have a safe and enjoyable stay.

*In the interests of running a safe and enjoyable camp, the following requirements must be met:*

- All hirers must attend the orientation talk upon arrival at the camp. This is compulsory and should be scheduled into your program.
- Information supporting the orientation talk is posted around the Camp for your referral. Please ask staff for assistance if unsure of any practices.
- We require that all dormitories have adult supervision at night. Please allocate same sex supervision (at least 2 people) per dorm, per night.
- Alcohol is permitted with the following restrictions:
  - School groups must have the permission of the principal.
  - Please ensure you parent helpers are aware of this and proper boundaries have been set with them prior to their arrival at the ferry. No 'On Duty' adult may consume alcohol prior to their duty or during their duty that day.
  - No student may consume alcohol.
  - Alcohol may not be consumed on the beach or any of the recreation areas. There must be no drunken or disorderly behaviour.
  - No illegal drugs may be brought into the camp.
  - All groups must ensure that alcohol is consumed conservatively and no drunken behaviour is displayed to other camp guests. The hirer or group leader is responsible for the group's behaviour.
  - We strongly encourage Host Responsibility and Responsible Behaviour to all our guests.

- The operation of the Motutapu Outdoor Education Camp must adhere to the Health and Safety Plan and Policies outlined in the supporting documents. All guests staying at the camp agree to abide by these rules, any refusing to follow MOEC staff requests will be asked to leave the Camp confines.
- This information will be communicated to the whole group at the time of arrival into camp by way of a verbal briefing. A summation of these rules and regulations can be sent upon request.

## **General Rules and Regulations**

### *Hirers may not...*

- Use the facilities for any other purpose than that agreed to at the time of hiring.
- Sub-hire the facilities, or allow any other person to use the facilities.
- Use any other part of the facility other than that agreed to be hired at the time of booking.
- Move or alter any furnishings or fixtures without permission.
- Place or stick notices or advertisements in the facility other than on the notice boards, unless by prior arrangement with MOEC management.
- Erect any tent or structure without permission
- Bring any dangerous goods into the camp without permission.

### *MOEC insists that...*

- MOEC reserves the right to host another group in any available accommodation not specifically booked (as indicated by the Application for Hire).
- All activities must be run according to MOEC's safety management plan and standard operating procedures
- MOEC reserves the right to host another group in any available accommodation and utilise any equipment not specifically booked

## **Termination of Hire**

MOEC management reserves the right terminate the Hire for breaches of our Terms and Conditions of Hire In this event the camp must be vacated immediately at the sole expense of the hirer. No Discussion will be entered into.

- There will be no reduction in cost if the hire is terminated due to a breach of conditions of hire and any damage caused will be charged on invoice.
- Management may elect to ban specific members from the camp if they are found to breach the conditions of hire. They must vacate the camp immediately at the hirer's expense. Where possible, MOEC staff will facilitate their removal by providing transport to wharves at Standard Charge (see Fee Schedule).
- Early departure or termination of hire will not result in a reduction or refund of camp fees. Fees will be charged as normal for all unused hire.
- The Police will be contacted for any matters involving violence, theft or abuse of staff or facilities.

## **Cancellation of Hire by Management**

*The manager may cancel the hire at short notice if the following occurs:*

- The facility is deemed not fit for hire due to environmental or intentional damage.
- The facility or the factors contributing to transport to and from the camp (including the road) are deemed unsafe or not fit for use / hire.
- The hirer has breached the conditions of hire.
- MOEC will not be liable for any loss or damage arising from cancellation by management.

## Motutapu outdoor education camp trust

**Application for hire:** please tick appropriate box(s) below

- Main Camp (max. 184 people) deposit due: \$1000.00
- Lodge (max. 34 people) deposit due: \$500.00
- Cottage (max. 11 people) deposit due: \$200.00
- Whole Camp (all accommodation areas) deposit due: \$1500.00

ORGANISATION: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

ESTIMATED NUMBER OF STUDENTS / YOUTHS: \_\_\_\_\_ ADULTS: \_\_\_\_\_

Requested dates: \_\_\_\_\_

Proposed arrival time: \_\_\_\_\_ at Rangitoto / Islington Bay Wharf/ Yankee Wharf (barge wharf)  
(circle one)

Proposed Departure time: \_\_\_\_\_ at Rangitoto / Islington Bay Wharf/ Yankee Wharf (barge wharf)  
(circle one)

I enclose my deposit of \$ \_\_\_\_\_ which will confirm my reservation. I have read and understand the refund and cancellation policy.

I acknowledge that I have read, understand and agree to the Terms and Conditions of Hire as explained in the MOEC Information Pack and Hire Agreement.

I acknowledge that I have read and understood the bio-security material provided in the Information Pack and Hire Agreement. I have implemented the measures required by the Department of Conservation and MOEC as outlined.

Signed: \_\_\_\_\_ Designation \_\_\_\_\_

Contact Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Contact Ph: work \_\_\_\_\_ AH \_\_\_\_\_ Fax \_\_\_\_\_

Email: \_\_\_\_\_

Caterer: \_\_\_\_\_

Services requested:  Rubbish Removal (charged – see fee schedule)  
 Extra ferry pick-ups and drop offs required (1 arrival and departure trip free)  
List dates and times required if known

Date \_\_\_\_\_ Ferry time \_\_\_\_\_ Wharf \_\_\_\_\_ No. of people \_\_\_\_\_

Date \_\_\_\_\_ Ferry time \_\_\_\_\_ Wharf \_\_\_\_\_ No. of people \_\_\_\_\_

Date \_\_\_\_\_ Ferry time \_\_\_\_\_ Wharf \_\_\_\_\_ No. of people \_\_\_\_\_

Do you have any members with special needs? (Please explain)

***Bookings are not confirmed unless this form is returned including deposit within fourteen days from date of booking.  
Please do not send cash. Cheques should be made payable to "Motutapu Outdoor Education Camp Trust"***

### **Return this form and your deposit to:**

Motutapu Outdoor Education Camp Trust

PO Box 44 009

Auckland 1246

Revised: October 2011 by DW

Facility Manager: Duncan Watson

Phone/fax: (09) 849 5656

Email: [inquiry@motutapucamp.org.nz](mailto:inquiry@motutapucamp.org.nz)