

HORSLEY COMMUNITY CENTRE

Rates and Conditions of Hire – Casual Hirers

Thank you so much for your interest in hiring the Horsley Community Centre!

Here are a few important details to get you started:

1. **Booking Form:** Please take a moment to fill out the **Hire Application Form**. You can either email it to bookings@careways.org.au or drop it off at our office inside the Dapto Ribbonwood Centre.
2. **Confirmation Process:** Once we receive your application, a CareWays team member will confirm if the centre is available and the amount the fee will be for your booking.
3. **Payment and Bond:** Bookings become secured once we've received both the hire fee and the completed booking form. All hirers must pay a bond, which is payable 10 days before your event.
4. **Facility Viewing:** If you'd like to see the Horsley Community Centre in person before finalising your booking, feel free to arrange a visit with our CareWays Office. You can reach us at 02 4262 1918 or via email at bookings@careways.org.au.

We look forward to welcoming you to our community space!

Kind regards

CareWays Community

Horsley Community Centre

Address: 82 Bong Bong Road, Horsley NSW 2530
Phone: 02 4262 1918 Email: bookings@careways.org.au

GENERAL INFORMATION

The centre is located at 82 Bong Bong Road, Horsley. There is a large hall, office, and meeting room for hire. The Centre has an accessible path to travel to the entrance of the Centre, access throughout the Centre and a toilet suitable for people with disabilities.

Rooms Available

- Community Hall 80 (Theatre Style) 80 (Table Seating)
18 x 10 metres
- Meeting Room 20 (Theatre Style) 20 (Table Seating)
8 x 7 metres
- Office 1 x Office desk and Small meeting Table (seats 6)
5 x 4 metres

Kitchen Facilities

Kitchen facilities are available. Please discuss your requirements with the centre staff.

Note, the centre does not come with crockery and cutlery.

Equipment Available

- Tables and chairs (1800 MM x 750 MM – SEATS 6-8 people)
- Projector screen available in Hall
- Overhead projector (available to hire)

Parking

On-site parking is available for approx. 5 cars, plus 1 disabled spot. Street parking is also available.

General Information – to be read in conjunction with Conditions of Hire

- We do not provide a set up service at the centre
- No jumping castles allowed inside the centre or within the centre grounds
- Cleaning is the responsibility of the hirer
- Hiring hours are between 7:00am to 12 midnight (must be vacated and cleaned by midnight).
- Floor Plan of the Centre is located on page 9

Bookings and Fees

Please read the attached 'Conditions of Use' and 'Fees and Charges' before completing your booking request. Bookings can be made by completing the attached booking form and emailing to bookings@careways.org.au. Your booking will only be confirmed once approved and payment received.

Fees and Payment information

Fees and charges are applicable up to and including 30 June 2027	FUNCTIONS	ALL OTHER ACTIVITIES
	Social functions, weddings, Birthdays parties, plays, conferences, exhibitions, dances, etc.	Meetings, Training, Seminars, Workshops, art/craft groups, fitness groups etc.
COMMUNITY HALL		
Bond*	\$300	\$300
Hourly Rate (7am - midnight)	\$58	\$40
MEETING ROOM		
Bond*	\$300	\$300
Hourly Rate (7am - midnight)	\$47	\$33
OFFICE		
Bond*	NA	\$300
Hourly Rate (7am - midnight)	NA	\$25
Day Session (9am to 5pm)	NA	\$62

***High Risk Bond** \$1,000 - Please note a 'High Risk Bond' will apply to any event or activity where alcohol is served and/or any function deemed high risk by centre management.

Preparation and clean up time

Please ensure you allow adequate time in your booking for setup and clean-up time.

Not for Profit organisations

CareWays fully supports Not for Profit organisations, please give us a call to discuss discount rates that are available.

PAYMENT

Payment of Hire Fees must be made upfront to secure your booking. The Bond is due 10 days before the date of hire. CareWays will contact you prior to your event to arrange for the Bond payment.

Our preferred method of payment is by:

Electronic Funds Transfer to the following bank account:

BSB 062-531

Account number 10073628

Reference Horsley followed by your surname

or

EFTPOS by phoning 02 4262 1918

CONDITIONS OF USE - HORSLEY COMMUNITY CENTRE

CareWays Community Ltd ("CareWays") is pleased to provide community facilities for use by the general community for functions, activities, and meetings. CareWays entrusts to the hirers the care and safety of the centre and persons using them. To assist hirers with this and to ensure everyone enjoys the use of these centres, CareWays has established conditions of use as outlined in this document.

Phone: 02 4262 1918 **Email:** bookings@careways.org.au
Address: 82 Bong Bong Road, Horsley NSW 2530

EMERGENCY AFTER HOURS CONTACT:

Security or Alarm Problem: Oz Tech 4226 0000

Other Emergency Booking Problems: CareWays 0408 579 693

Serious building problems (e.g. Fire, Electrical fault, Plumbing): Wollongong City Council 1300 557 980 (note WCC may charge a call out fee if the issue is the fault of the hirer)

Definitions throughout these Conditions, the terms:

'CareWays' or 'Centre Management' means CareWays Community, including the Chief Executive Officer and other authorised CareWays staff. 'Centre' means the building; 'Centre Grounds' means the public land upon which the Centre is located and includes enclosed courtyards and car parks; 'Hall/Rooms' means the hall/rooms at the Centre available for hire.

BOOKINGS AND FEES

1. **APPLICATIONS:** Applications for hire are to be made on the form provided and must be signed by a person aged 18 years or over (Identification will be required). The hirer must remain in attendance during the hire period and is responsible for ensuring centre security, safety of guests and supervising all activities during the hire period. The centre is not available for use during the Christmas Period or New Year's Eve. The Centre Management can refuse any application to hire at their sole discretion if they determine the application would not meet these Conditions of Hire.
2. **REGULAR BOOKINGS:** Regular bookings are taken on an annual basis for the calendar year and where necessary a booking may be cancelled or altered by management to accommodate infrequent use of the venue for exhibitions, conferences, elections etc. Fees must be paid on receipt of receiving invoice at the end of the month. CareWays reserves the right to restrict the number of bookings any one organisation can have in any given period of time at the discretion of an authorised CareWays staff. This can be reviewed at any time to ensure ongoing access and equity for all.
3. **HOURS OF USE:** Hiring times to include time required for setting up, dismantling, cleaning etc. The hirer does not have access to the hall/rooms outside the approved hire period. The Centre can only be hired till the hour specified under individual centre's conditions of hire.
4. **HIRE FEES:** Hall/Rooms will be available for hire at the fee levels stated in CareWays current Fees and Charges schedule (reviewed July each year). Bookings made prior to any increase in fees in July each year will incur these increases.
5. **DEPOSIT AND BOND:**
 Hire fees must be paid before a booking is confirmed. The bond must be paid 10 days prior to the date of the event. If the full fee and bond is not paid by that date, then the booking will be cancelled.
Bond: A security bond is required for all bookings. There is no GST payable on the security bond unless the bond is retained to cover costs (see Point 6). The bond will be refunded within 2 weeks to the same method it was paid from the date of hire provided the hirer has fully complied with all Conditions of Use. Regular bookings will incur a one-off bond redeemable at the end of all their bookings. Note, we do not accept cash payments, all payments must be made by Electronic Fund Transfer or Eftpos.
6. **ADDITIONAL COSTS:** The hirer will be responsible for any cost that may be incurred by CareWays as a consequence of the hirer's, their guests or contractors use of the Centre.
Additional costs will include but are not limited to:
 - a. Cleaning fees (based on current salary/contract rates)
 - b. Replacement of keys (cost of repairs/replacement)
 - c. Unauthorised use of fire equipment or damage to electronic strike gates (cost of repairs/replacement)
 - d. Securing the building, loss of property from the Centre (cost of replacement/call out fee)
 - e. Damage to the Centre, equipment and/or grounds (cost of repairs/replacement)
 - f. Reset Fire Panel (cost of call out fee)
 - g. Emergency Services call out fee (please see www.fire.nsw.gov.au website for current fee)
 - h. Administration charge (\$40 per hour)
 - i. Additional Rubbish Collection costs if hirer overloads the Skip Bin or leaves rubbish outside of skip bin (approx. \$130)
 - j. Breaches of Conditions of Use (based on costs incurred)

Additional costs will be deducted from the security bond. If the total costs, including GST, exceed this amount, an account for the outstanding costs will be sent to the hirer.

Further additional costs may be imposed on the hirer for functions identified as “high risk” (see Point 7) payable prior to the hire period and including but not limited to high-risk bond payment.

- 7 **HIGH RISK” ACTIVITIES:** A request for hire may result in the booking being identified as “high risk” based on the type of activity and/or known history of similar activities at one of CareWays community facilities or at other venues, such as (but not limited to) 18th/21st birthdays or any function where alcohol is being consumed.
- Any booking which is identified as “high risk” may be subject to additional costs as set out at the end of Point 6 above and/or other conditions such as the hirer being required to provide licensed security guards and/or Certified First Aid Officers for the duration of the function. Proof that Security Guards have been engaged for the High-Risk Event will have to be provided (receipt and details of security firm). CareWays reserves the right to cancel the event if these details are not provided, or the conditions of Hire will not be met. The Hirer must notify the police party line of any “high risk” event that is booked.

8 **CANCELLATION:**

- **IF 10 DAYS NOTICE IS GIVEN – 100% OF HIRE FEES WILL BE REFUNDED**
- **IF LESS THAN 10 DAYS NOTICE IS GIVEN - 50% OF HIRE FEES WILL BE REFUNDED**
- **IF LESS THAN 24HRS NOTICE IS GIVEN – NO FEES WILL BE REFUNDED.**

CareWays reserves the right to cancel any booking which falls on a government election day, or at any other time when the Centre is required for legal, statutory or civic requirements by CareWays. If this happens, CareWays will refund all payments, but will not be liable for any loss incurred by the hirer.

ACCESS AND USE OF HALL/ROOMS & COURTYARDS

- 9 **MULTIPLE HALL/ROOM CENTRES:** Other groups may be using the Centre at the same time as your hire period. All groups have access to foyers, corridors, and toilets on a shared basis. Hirers shall be respectful towards other users and shall not interfere or disturb their activities.
- 10 **TIMBER FLOORS - RESTRICTED USE:** All hall timber floors are sealed to allow for multipurpose use. Use of these halls for sports or heavy use activities, eg tap dancing is strictly prohibited. Use of powder, tape, or any substance to change the floor finish is strictly prohibited. Hirers are responsible for any damage to the timber floors because of inappropriate use.
- 11 **CONDITION OF CENTRE AT START:** It is expected that the Centre will be left in a condition suitable for immediate use at all times. Where the Centre is considered unsuitable for use on arrival, the hirer should immediately notify CareWays. This will indemnify the hirer against any claim by CareWays for loss of property or damage to the building or grounds.
- 12 **AIR CONDITIONING AND FANS:** Some of the halls/rooms are air conditioned or have fans. All hirers are to assist in minimising the impact on the environment and excess electricity costs by reducing energy use. Hirers are asked to use A/C wisely and when in use minimise the times the doors to these hall/rooms are left open **All hirers must turn off the Air Conditioning and fans** when their hire has ended. If a hirer continuously leaves the Air Conditioning on after their hire has finished, CareWays reserves the right to on-charge these costs.
- 13 **SHARED SPACES – FOYERS, KITCHENS & COURTYARDS:** The centre has enclosed courtyards and foyer. At this centre these are shared areas, hirer’s shall be respectful towards other users and shall not interfere or disturb their activities. There may be restrictions on the use of the courtyards please see specific conditions of use. Hirers are responsible for the use of enclosed courtyards by their group and should ensure that all rubbish is removed, and the area is left in a clean and tidy condition.
- 14 **CATERING/KITCHEN:** The preparation of food and beverages shall be confined to the kitchens. Grease and food scraps are not to be washed down the sink and should be wrapped and placed in the garbage bins provided. Caterers and others must leave the kitchen(ettes) in a thoroughly clean condition. The centre does not provide crockery, cutlery or tea towels.
Please do not leave food or drink in the fridges or freezers after your event has finished. Any food or drink that is left in the fridge or freezer will be disposed of.
- 15 **FURNITURE SET UP BY HIRER:** At this centre the hirer is responsible for arranging set up/pack up of the furniture as required. At the end of the hire period the hirer is to return furniture to the original position it was found. The hirer is not to allow furniture or equipment to be removed from the Hall/Room or obtain furniture from other Halls/Rooms of the centre, unless approved by CareWays.
- 16 **CLEANING:** Cleaning equipment is provided to all hirers and prior to leaving, the area hired must be cleaned by the hirer. Any spillage of food, liquid or other material is to be removed by the hirer from all surfaces. Equipment and furniture that has been used is to be wiped over with a damp cloth. The floor is to be vacuumed or swept clean. Fridges must be empty and clean. All cleaning equipment is to be left clean and ready for use by others. All goods, materials or property brought into the Centre must be removed by the end of the hire period. CareWays does not accept responsibility for private property left in the Centre.
- 17 **TOILETS:** Hirers are responsible for the toilets used by their guests, and these should be checked by the hirer and cleaned if necessary, prior to leaving the premises.
- 18 **RUBBISH REMOVAL:** The hirer is responsible for removing garbage from the hall/room at the end of the hire period. Garbage is to be placed in the large skip bin at the front of the Centre or taken away by the hirer if the bin is full. Hirers will be issued keys for direct access to these waste containers. Excess rubbish removal costs will be charged if bins are overfilled, or if rubbish is left next to the bins.
- 19 **BUILDING DECORATIONS AND EQUIPMENT:** No changes may be made to any area without the approval of CareWays. No decorations or items can be hung from any area of the ceilings or walls without prior approval from CareWays unless hooks are specifically provided for such

Painting or marking any surface is strictly prohibited. No sticky tape, bluetac or similar product is to be used. Nothing is to be attached to the ceiling fans, emergency lights or other fixtures. All balloons/decorations must be removed from the premises at the completion of the function. Helium balloons must not be used at the centre due to the adverse impact on the environment, and if they are not removed from the centre will set off the alarms.

- 20 **BURNERS, FOG/SMOKE MACHINES, AND FIREWORKS:** Under no circumstances shall there be any burners such as barbeques or spit roasts, fireworks, candles or other flammable materials allowed in any Hall/Room. **Fog or smoke machines are prohibited from the Centre.** Fireworks in the grounds are not permitted unless approved by CareWays and Wollongong City Council (a Development Application will be required for such). Hirers will be responsible of all costs incurred if the smoke/fire alarm is activated falsely due to negligence of misdemeanour by the hirer or persons under their control.
- 21 **JUMPING CASTLES:** Jumping Castles are banned from the centre, including the centre grounds. If you would like to setup a Jumping Castle on grounds outside the centre you must obtain a permit from Wollongong City Council, this is the hirers responsibility.
- 22 **ELECTRICAL:** The hirer is responsible for turning on and off any electrical items, except mini boils and fridges that, on arrival, are already on. Any electrical equipment or appliances brought into the Centre by the hirer, or their contractor/service agent or guest must be tested and tagged by a licensed electrician or person qualified to tag and test.

SAFETY AND SECURITY

- 23 **SAFE ACTIVITIES:** CareWays reserves the right to have the hirer undertake a risk assessment of any activity to be held during the period of hire and for the hirer to identify and implement treatments/methods that ensure the safety of all persons attending the activity and that there is no damage to the centre.
- 24 **HIRER'S CONTRACTORS/SERVICE AGENTS:** Hirers who obtain services (paid or unpaid) from others to assist with the booking (e.g. caterers, persons to set up, cleaners, technical specialists etc) are required to ensure all contractors/service agents: Abide by these conditions of use; Arrive and leave the premises within the approved period of the booking; Provide the hirer with a risk assessment and safe work method statements. Are inducted onto the site by the Hirer.
- 25 **SECURITY ALARMS:** Motion detectors are in the Foyer, Halls and Rooms of the Centre. The alarm is only turned off in halls/rooms when they are in use. Hirers will be responsible for turning alarms off at the beginning of the hire period and on when leaving. The hirer is to ensure the building is fully secured prior to leaving as per the instructions provided separately. Hirers must ensure doors and windows are closed and locked before departing and if present advise the CareWays staff that you are leaving.
Hirers will be responsible for all costs incurred if the security alarm is activated falsely due to negligence or misdemeanour by the hirer or persons under their control, or if the centre is left Unarmed and Security is deployed to re-arm the centre.
- 26 **KEYS/ALARM CODES:** The Hirer responsible for opening, closing and security of the Centre will be issued with keys and, an alarm code. These are issued on the following conditions:
 - i) Keys are to be picked up and returned as documented on the Application for Hire form.
 - ii) The signatory is fully responsible for the keys/alarm code and must ensure they are not given to any other group or person.
 - iii) The keys are not to be labelled in any way with reference to the Centre.
 - iv) If keys are not returned the hirer will be responsible for the cost involved in replacement. This may include the cost in having new keys cut for other user groups. See Point 6, Additional Costs. CareWays is to be contacted immediately in the event of keys being lost or stolen.
- 27 **EMERGENCY EVACUATIONS:** In the case of an emergency, the hirer is responsible for arranging for all those attending the function to leave the building and to go to the nearest designated assembly area – as per the emergency evacuation plans provided in each Hall/Room.
The centre is fitted with smoke detectors; however they are not connected to the Fire Brigade. The hirer should call 000 immediately after they have evacuated the centre.
The hirer is responsible for ensuring no person re-enters the building until the Emergency Services advises that it is safe to do so.
Hirers will be responsible for all costs incurred if a smoke alarm is activated falsely due to negligence or misdemeanour by the hirer or persons under their control.
- 28 **EMERGENCY FIRE GATES:** These are located in each courtyard, there is no general access through these gates. The hirer is responsible for ensuring there is no access through these gates except during an emergency evacuation.
- 29 **FIRE EXTINGUISHERS AND EQUIPMENT:** Under no circumstances shall there be any interference with the firefighting or other emergency equipment in the Centre except in the case of fire.
- 30 **EXITS, AISLES AND PASSAGEWAYS:** All passageways, aisles and exits shall be kept clear and useable to ensure public safety. Covering or putting any item in front of illuminated exit signs or fire doors is strictly prohibited.
- 31 **CLOSURE OF DOORS AND/OR REFUSAL OF ADMISSION:** For safety and security reasons CareWays may at its discretion cause the entrance doors to the Centre to be closed and/or refuse admission to any person or terminate any function where there has been a breach of any of the Conditions of Use or the function has become disorderly.
- 32 **SUPERVISION OF CHILDREN:** Children must be supervised by an adult at all times.

REGULATIONS/ACTS/LAWS

- 33 **LOSS OR DAMAGE:** Subject to clause 34 the hirer will be held responsible for, and be required to make good, any loss or damage to property or furniture, appliances or fittings within their areas of hire and the common area (foyer, toilets and courtyards) that may arise from the hirer's, their guests or contractors unlawful or negligent act or omission during the period of hire of the Centre. CareWays accepts no responsibility for any loss or damage to any property whatsoever belonging to either the hirer or any other persons attending the function or the hirers contractors.
- 34 **INDEMNIFICATION AND INSURANCE:** The hirer shall at the times indemnify CareWays and its servants from and against any loss or liability, whatsoever that is caused by any unlawful or negligent act or omission or breach of this contract by the hirer, their guest or contractors during the period of hire of the Centre. The hirer's liability to indemnify CareWays will be reduced proportionally to the extent that such loss or liability was contributed to by an unlawful or negligent act or omission or breach of this contract by CareWays and its servants.
All commercial or government bookings, bookings for political rallies, professional entertainment, gatherings of over 1,000 people and community organisations with their own liability insurance must supply a current copy of their liability insurance at the time of making the booking. Such insurance cover must be with an approved Australian authority.
It is strongly recommended that other hirers obtain suitable public liability insurance covering their activities for the period of hire.
- 35 **LOST PROPERTY:** Authorised CareWays staff are the only persons allowed to enter and search the Centre for lost property. CareWays accepts no responsibility for any items left in the centre. Any lost property recovered by any person is to be lodged with CareWays.
- 36 **ACTS AND REGULATIONS:** The hirer shall comply with all relevant provisions of the Local Government Act, 1993, as amended, and any other Acts or regulations, such as but not limited to the Food Safety Act which may govern use of the Centre. Activities must not show bias against any ethnic group or breach State or Federal Legislation regarding discrimination, racial vilification or defamation. Activities should reflect community expectations and be in line with CareWays values. Applications for hire can be refused by the Centre Manager or delegate at their sole discretion.
- 37 **WORK HEALTH & SAFETY ACT:** The hirer shall comply with the WH&S Act at all times.
- 38 **ROOM OCCUPANCY NUMBERS:** Hirers are responsible to ensure the number of people in the room/hall hired does not exceed that permissible and identified in the Application for Hire.
- 39 **CHILD PROTECTION LAWS:** If your activity involves children up to 18 years of age you are legally required to comply with Child Protection Acts including conducting employment screening in line with this legislation.
- 40 **ADVERTISING:** No permanent advertising is allowed anywhere in the Centre or the grounds. Casual advertising is permitted on boards provided for this purpose. CareWays approval is required for the erection or hanging of any portable advertising signs including banners.
- 41 **SUB-LETTING:** Sub-letting of any part of the Centre is absolutely prohibited and will not be recognised under any circumstances
- 42 **SMOKING IN CENTRE:** Smoking is not permitted in any part of the Centre including in courtyards or any external areas attached to the centre.
- 43 **ALCOHOL IN CENTRE OR GROUNDS:** If alcohol is to be consumed at the centre, which includes being sold or bring your own alcohol then this hire will be deemed High Risk – see point 7. If alcohol is being sold during a hire period the hirer must obtain and show proof of the appropriate Liquor License, a Liquor-Limited License (Single Function). Hirers can apply online at www.licence.nsw.gov.au. Applications are to be submitted online at least 28 days before the date of the function. Police and CareWays responsible for the area where the function premises are located will be notified of the application by email. Functions where alcohol is to be sold can only proceed if the license has been issued and proof of this is presented to CareWays.

If the activity involves the consumption of alcohol, CareWays reserves the right to notify the Police Licensing Unit of the activity, and hirers must abide by the responsible service and consumption of alcohol legislation.

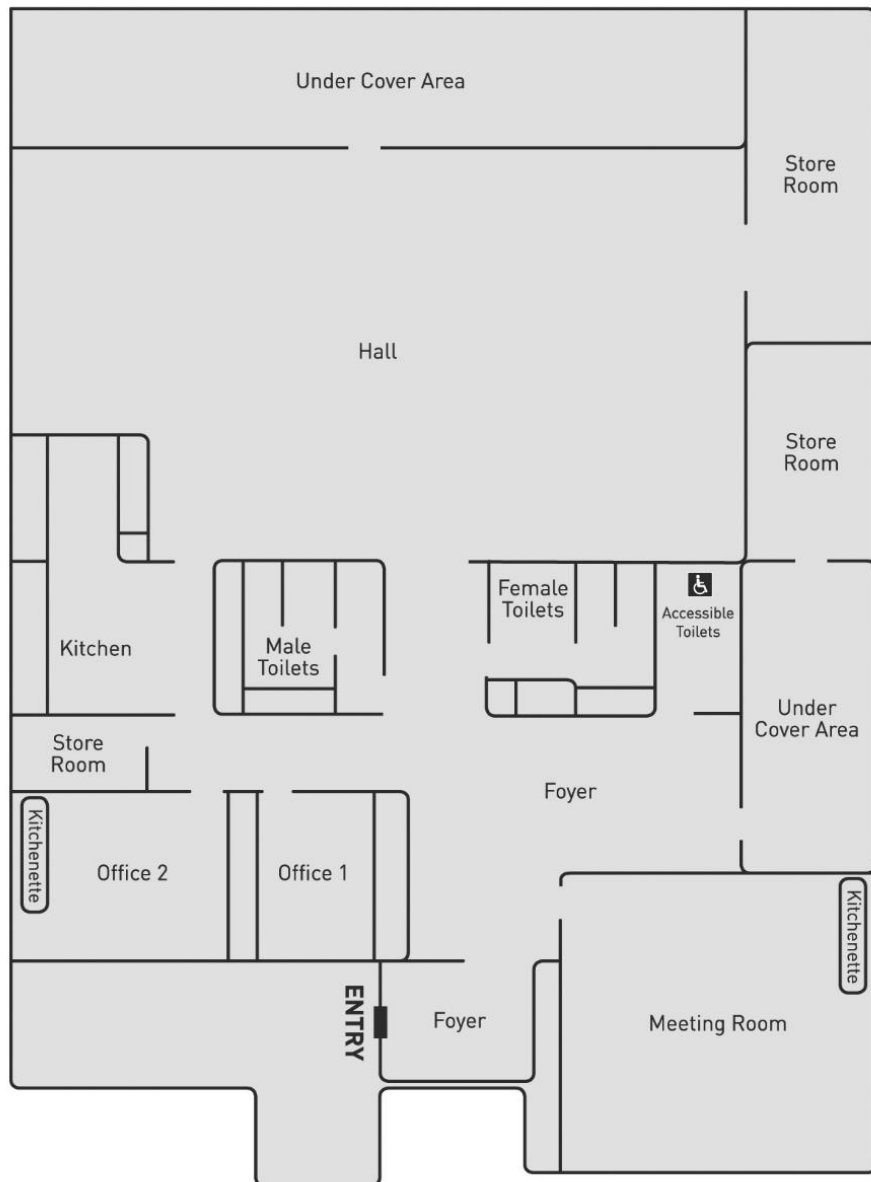
A person must not supply alcohol to a minor unless the person is the minor's parent or guardian. Sale or supply of liquor to a person under the age of 18 years is an offence. A person can avoid a penalty if he/she proves that he/she was authorised to supply the alcohol by the minor's parent or guardian. Under no circumstances is alcohol to be consumed in the Centre Grounds.

44. **ANIMALS IN CENTRE:** No animals shall be allowed in the Centre except animals trained to assist people with disabilities, or if the CareWays Officer grants special approval.
45. **SALE OF MERCHANDISE:** The sale of retail or wholesale products or any direct merchandising is not permitted in the Centre. The Centre shall not be used for Auction Sales other than those conducted on behalf of CareWays.
46. **DISORDERLY CONDUCT AND NOISE:** Noise levels are to be kept to a minimum at all times to avoid disturbance to other groups and neighbouring properties. The hirer shall take all reasonable steps to prevent disorderly conduct in the Centre and grounds throughout the period of the hire and when leaving the centre. Hirers are not permitted to bring sound amplification equipment into the building without approval from CareWays.
The use of any sound amplification outside the Centre is strictly prohibited unless approved by CareWays at the time the booking is made and conditions pertaining to such use will be issued separately.

The hirer shall comply with the requirements of the Protection of the Environment Operations (POEO) Act 1997 (Part 8.6, Section 276), that covers noise control.

47. **DISPUTES:** In the event of any dispute arising as to the meaning of any of these terms and conditions, or between the hirer and any representative of CareWays, the decision of CareWays or delegated representative shall be final

Horsley Community Centre



Bong Bong Road (entry to carpark)