

# Wongawilli Community Centre

## Conditions of Use and General Information

### DEFINITIONS

Throughout these Conditions, the terms 'WCDC', 'Council', 'Centre' and 'Community Hall' have the following meanings:

**'WCDC'** means the Wongawilli Colonial Dance Club Inc which holds a licence to operate Wongawilli Community Centre.

**'Council'** means Wollongong City Council, including the General Manager and other authorised Council Officers.

**'Centre'** means the facility located in Wongawilli Community Park (called Wongawilli Community Centre) and 'Centre Grounds' means the external public land upon which the Centre is located.

**'Community Hall'** means those areas of the Centre made available for community use, which are:

- Community Hall - Including kitchen

### GENERAL INFORMATION

#### 1 DIMENSIONS AND ACCOMMODATION

##### Community Hall

Seating capacity  
80 theatre style  
80 table seating  
Length 12 metres  
Width 6 metres

##### Park Grounds

Contact Dapto Rural Fire Brigade for use,  
ph 4261 7363  
fax 4261 7279

### APPLICATIONS AND CHARGES

#### 2 APPLICATIONS

Applications for hire of the Community Hall in the Centre are to be made in writing on the form provided for this purpose and must be signed by a person aged 18 years or over who must remain in attendance at all times during the booking.

- iv) Hire fees and charges will be reviewed annually and all bookings made prior to the implementation of any increase in fees and charges will incur these increases.

#### 3 ROOM HIRE AND FEES

- i) No booking may be made on Christmas Day.
- ii) Hiring times to include time required for setting up, dismantling, cleaning etc which is the responsibility of the hirer.
- iii) The Community Hall will be available for hire at the fee level stated in the 'Community Hall Fees and Charges' schedule.

## APPLICATIONS AND CHARGES (CONTINUED)

### 4 DEPOSIT AND BOND

A deposit equal to 50% of the hiring fee must be paid when the booking is confirmed. The balance of the fee must be paid at least 48 hours prior to the time of hire. If the full fee is not paid, the booking may be cancelled. No booking will be confirmed until the deposit is paid.

A bond is required for all bookings of the Centre. The bond will be refunded within two weeks from the date of hire provided the hirer has fully complied with these Conditions of Use. Regular bookings of the Community Hall will incur a one-off bond redeemable at the end of each financial year.

### 5 KEYS

Where keys are issued to hirers for access to the Centre these keys must not be given to any other group or person. Keys to be picked up and returned as specified by WCDC.

In the event of an issued key being lost or damaged the hirer will be charged at the fee level stated in the 'Community Hall Fees and Charges' sheet.

### 6 OTHER CHARGES

The hirer will be responsible for any fee which may become necessary as a consequence of the use of the Centre by the hirer or which might be caused by persons in the Centre at the invitation of or with the consent of the hirer.

## FACILITIES

### 9 FACILITIES

#### i) Kitchen and Kitchenettes

Refrigerator and cooking facilities are available only in the Kitchen in the Community Hall. The hirer will be required to provide tea towels and detergent for their own use.

Under no circumstances shall there be any burners such as barbeques or spit roasts lit inside any part of the Centre.

#### ii) Toilets

The toilets are available for use by hirers of all of the Community Hall. The hirer is

responsible for cleaning of the toilet area at the conclusion of the booking.

These may include, but are not limited to, cleaning fees, unauthorised use of fire equipment, failure to secure property or cause a security response, damage to the facility, equipment and/or grounds.

These fees will be automatically deducted from the hirers bond. If the fees exceed the bond amount, an account will be sent to the hirer to recover the remainder.

### 7 CANCELLATION

If a booking is cancelled by the hirer, the deposit will only be refunded if the area booked is re-hired or at least six months notice is given. However, any payment in excess of the deposit will be refunded.

Council reserves the right to cancel any booking which falls on a government election day, or at any other time when the Community Hall are required for Council's use. If this happens, Council will refund all payments, but will not be liable for any loss incurred by the hirer.

### 8 REGULAR BOOKINGS

Regular bookings may be made for maximum periods of 6 months at a time, but hire of either Hall on a Saturday evening is restricted to two consecutive weeks unless a further application has been approved.

(The intention of this condition is to provide opportunities for hire of these Community Hall to as many groups as possible during this period).

#### iii) Tables and Chairs

Tables and chairs are provided in the Community Hall. The hirer is responsible for arranging tables, chairs and other furniture as required and, at the conclusion of the function, for leaving all furniture as originally found.

#### iv) Telephone

There is no telephone in the Centre available for use by hirers. A public telephone is located on Wongawilli Road.

## **v) First Aid**

There is no First Aid equipment available for use by hirers.

## **USE OF HALL**

### **10 CONDITION OF COMMUNITY HALL AT COMMENCEMENT & CONCLUSION OF HIRE**

It is expected that the Community Hall will be left in a condition suitable for immediate use at all times.

Where a Community Room is considered unsuitable for use at the commencement of a booking, the hirer should immediately notify WCDC or telephone the after hours number provided. This will indemnify the hirer against any claim by WCDC for loss of property or damage to the building or grounds.

At the conclusion of the booking any spillage of food, liquid or other material is to be removed from all surfaces, including the toilet areas.

The floor is to be left clean and brooms and vacuum cleaners are provided. All equipment and furniture is to be wiped over with a damp cloth. All garbage is to be removed from the Centre and placed in appropriate waste containers outside the Centre. If garbage exceeds the waste container capacity then it must be taken away by the hirer.

In addition, all goods, materials or property brought in to the Centre by the hirer, or any person attending the function, must be removed by the end of the booking.

### **11 FURNITURE**

The hirer is responsible for all contents in the Centre during the period of the booking. Under no circumstances is the hirer to allow furniture or equipment to be removed from the Centre unless approved by WCDC, and only when a representative of WCDC is in attendance.

### **12 CATERING/KITCHEN**

The preparation of food and beverages shall be confined to the kitchen/ette areas. Grease and food scraps are not to be washed down the sink. Caterers and others using the Community Hall kitchen must leave the Centre in a thoroughly clean condition.

### **13 BUILDING DECORATIONS AND EQUIPMENT**

No changes shall be made to any area without the approval of WCDC. This includes affixing decorations or items of equipment, painting or marking any surfaces, and similar activities.

### **14 BURNERS AND FIREWORKS**

Under no circumstances shall there be any burners (barbeques/spit roasts), fireworks or other flammable materials, or smoke making devices, used inside the building or Centre grounds unless prior approval is received from either the WCDC.

The hirer is responsible for all charges relating to security call outs due to fire alarms being activated during booking period.

### **15 ELECTRICAL**

The hirer is responsible for turning on any electrical requirements at beginning of the booking and for turning these off at the end of the booking, with the exception of the refrigerator which is to remain switched on.

### **16 ENTRY/EXIT AFTERS HOURS**

Hirers who have been issued keys will be responsible for the opening, closure and security of the Centre. Keys will be issued (with instructions) at a convenient time for both the hirer and WCDC.

Hirers must ensure that the building is totally secured on exit. Failure to secure building (including turning off lights, turning on security system and locking all doors and windows) before leaving shall result in:

1. The hirer being charged the cost involved in the Security Firm being notified and securing the building; and/or,
2. The hirer being held liable for any loss or damage to property or furniture incurred as a result of the building being left unsecured; and/or,
3. Forfeit of any bond.

## **SAFETY AND SECURITY**

### **17 FIRE EXTINGUISHERS AND EQUIPMENT**

Under no circumstances shall there be any interference with the fire fighting or other emergency equipment in the Centre except in the case of fire. In case of fire or similar emergency dial 000 on the telephone outside the Centre and evacuate the building.

### **18 EXITS, AISLES AND PASSAGEWAYS**

All passageways, aisles and exits shall be kept clear and useable to ensure public safety.

## **REGULATIONS/ACTS/LAWS**

### **20 LOSS OR DAMAGE**

The hirer will be held responsible for, and be required to make good, any loss or damage to property or furniture, appliances or fittings.

WCDC accepts no responsibility for any loss or damage to any property whatsoever belonging to either the hirer or any other person attending the function.

### **21 INDEMNIFICATION AND INSURANCE**

The hirer shall indemnify Council, WCDC, and their servants against any claims, costs or penalties whatsoever which may arise from the hirer's negligence during the period of hire of the Community Hall. All hirers should consider obtaining suitable insurance.

Council may require certain hirers to effect public liability insurance covering the activities of the hirer, for the period of hire.

### **22 LOST PROPERTY**

Official representatives of WCDC are the only persons authorised to enter, examine and search the Community Hall for lost property. Any lost property recovered by any person is to be lodged with the above organisation.

### **23 ACTS AND REGULATIONS**

The hirer shall comply with all relevant provisions of the Local Government Act, Wongawilli Community Hall Hire

### **19 CLOSURE OF DOORS AND/OR REFUSAL OF ADMISSION**

For safety and security reasons WCDC and/or Council officers may at their discretion cause the entrance doors to the Centre to be closed and/or refuse admission to any person.

The WCDC and/or Council may **terminate** any function which has become disorderly.

1993, as amended, and any other Acts or regulations which may govern use of the Centre.

### **24 COPYRIGHT LAWS**

The hirer is to obtain any necessary licence and pay any royalty under the Commonwealth Copyright Act or any other Act, as required.

### **25 ADVERTISING**

Advertising will be permitted only on boards provided for this purpose. WCDC approval is required prior to the erection of advertising signs.

### **26 SUB-LETTING**

Sub-letting of any part of the Centre is **absolutely prohibited** and will not be recognised under any circumstances.

### **27 ANIMALS ON PREMISES**

No animals shall be allowed in the Centre except animals trained to assist people with disabilities.

### **28 SMOKING ON PREMISES**

Smoking is not permitted in any part of the Centre.

## 29 ALCOHOL ON PREMISES

Alcoholic liquor shall not be taken into the Centre except with the approval of WCDC and then only by responsible persons under the control of the hirer who must be over 18 years of age. If alcoholic liquor is being sold during a booking the hirer must obtain and show proof of the relevant License from the Licensing Court of New South Wales.

**Under no circumstances** is alcohol to be consumed in the Centre Grounds.

## 30 DISORDERLY CONDUCT AND NOISE

The hirer shall take all reasonable steps to prevent disorderly conduct in the Centre and grounds throughout the period of the hire.

Noise levels are to be kept to a minimum at all times to avoid disturbance to groups using other areas of the facility. The use of any sound amplification outside the Centre is strictly prohibited.

The hirer shall comply with the requirements of the Noise Control Act 1975.

## 31 SALE OF MERCHANDISE

The sale of retail or wholesale products or any direct merchandising is not permitted in the Centre.

Auction Sales: The Centre shall not be used for Auction Sales other than those conducted on behalf of the Council.

## 32 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 WCDC, the decision of WCDC or delegated representative shall be final.

## 33 FAILURE TO COMPLY WITH CONDITIONS OF USE

Failure to comply with any part of these Conditions of Use shall result in:

- 1 The hirer being held liable for any costs incurred by WCDC as a result of the non-compliance; and/or,
- 2 Forfeit of any bond.

## EMERGENCIES

Should an emergency occur involving window breakage or if the building cannot be secured hirers should follow the emergency instructions on the wall in the main foyer.

**Hirers are not to leave the building until it is secured.**

# Wongawilli Community Centre

## Confirmation of Hire

This is to confirm your booking of a Community Room at Wongawilli Community Centre.

**Date of Hire:** From ..... on .....  
(Time) (Date)  
to ..... on .....  
(Time) (Date)

**Clean up time:** Included in above booking period  
OR  
by ..... on .....  
(Time) (Date)

**Type of Event:** .....

**Community Room:** .....

**Cost:** \$ .....

**Bond:** \$ .....

**Deposit:** \$ .....

**Balance:** \$ ..... to be paid ..... on .....  
(Time) (Date)

**Key pick up time:** Not Applicable  
OR  
by ..... on .....  
(Time) (Date)