

SCHEDULE 2 - SALTWATER COAST FUNCTION ROOM RULES OF USE

24. ADDITIONAL DEFINITIONS In these additional Rules unless the context otherwise requires the following definitions also apply:

Applicant means a Member or Occupier who makes an Application;

Application means an application made for the use of the function room for a function

Approve or Approval means an approval in writing given by Owners Corporation or its approved delegate in respect of an Application which may or may not contain conditions;

Booking time means function time plus a minimum of 1-hour cleaning time at the end of a function

A **community group activity or event** is open to all Saltwater Coast residents where the goal is to enable residents to socially connect.

Hirer means a person who resides in a residence in Saltwater Coast who makes the application to use the Saltwater Coast Function Room and is responsible for the actions of themselves and guests, all financial commitments and any damages caused

Hours of operation means the time which the hirer may request access to the function room on the day of their event.

A **private function** uses a resident's entitlement to the Function room. The resident can invite external invitees and takes responsibility for those persons entering and departing the LSC and also their responsible behaviour while using the Function room.

Refuse or Refusal means a refusal in writing given by the Owners Corporation Committee in respect of an Application.

25. INTRODUCTION

- 25.1** Organizations, groups or individuals who hire the function room & furniture do so only for the stated purpose, which purpose must be lawful and conducted in a manner that does not disrupt or inconvenience other users of the facility. The period of hire shall commence in accordance to allocated booking time and conclude at the agreed times nominated on booking application and rooms vacated promptly;
- 25.2** The Owners Corporation maintains a “Fair Use Policy” that covers the additional guidelines for approving the use of the recreational facility;
- 25.3** The function room is available for private function bookings on the evening prior to a Public Holiday, & or on a Public Holiday, or days in lieu of a Public Holiday, additional bond and charges will apply;
- 25.4** In the event of no private function booking during the requested date and time the Owners Corporation may consider the approval of Community Group Activities or Events. Priority will be given to private bookings and the Owners Corporation reserves the right to cancel or move Community Group Activities to allow for a private function;
- 25.5** The Owners Corporation may set additional requirements prior to the approval of any community group activity or event including but not limited to: frequency, available days and times, duration, additional bonds and fees;
- 25.6** Saltwater Coast Estate Occupiers (“Hirer”), hiring the function room will be requested to show Proof of Identity & Residency in the Estate;
- 25.7** A Lot Owner must be a financial member of the Owners Corporation, for a Hirer to complete a booking. If a Lot Owner is un-financial, the Occupier of the un-financial lot will be advised to contact the leasing agent accordingly;
- 25.8** The Hirer must be in attendance during the function at all times & is responsible for guests attending; and
- 25.9** The Owners Corporation reserves the right to cancel or amend all function room bookings.

26. FREQUENCY OF USE

- 26.1** Each Lot is entitled to two (2) bookings per Financial Year (1st November to 31st October). Additional bookings maybe considered at the discretion of the committee;
- 26.2** Where the member has granted access to the facilities under a lease or rental agreement to an occupier: 26.2.1. the member’s entitlement to the function room transfers to the occupier; 26.2.2. access to the function room will only be granted to an occupier while the member remains financial; and

26.2.3 the member agrees they may be liable for recovery of costs for damage or loss caused by the occupier, resident members or guests.

26.3 Booking must be made 14 days in advance to ensure availability of the booking & process the bond payment.

27. HOURS OF OPERATION, BOOKING TIME AND SUSPENSION OF DRINKS SERVICES AND ENTERTAINMENT

27.1 Hours of operation for the function room are:

- Sunday – Thursday start 5:00am – end 11:00pm
- Friday and Saturday start 5:00am – end 1:00am;

27.2 If alcohol is served during the function all drinks services must cease 1hour and 30min prior to the end of the booking time e.g. If a function is booked to 1am all drinks services must cease at 11:30pm;

27.3 All entertainment must cease no later than 10pm Sun-Thurs and 11:30pm Fri-Sat;

27.4 All guests must vacate the premises one hour prior to the end of the booking time e.g. If a function is booked to 1am all guests must vacate the premises no later than 12pm; and

27.5 The hirer, employees, caterers, security staff must vacate the premises no later than the end of the booking time.

28. MAXIMUM CAPACITY

28.1 The maximum Occupancy must not exceed what is stated on the Occupancy Permit;

28.2 The hirer must accept that this figure is inclusive of all catering staff for the function, security guards and entertainers;

28.3 Non-Compliance of occupancy regulations will result in the request to close the function & to vacate the premises; and

28.4 All costs to enforce occupancy levels will be recovered from the Hirer's bond.

29. PAYMENT (ALL PAYMENTS ARE INCLUSIVE OF GST)

29.1 The Owners Corporation may set fees and charges for the use of the function room including but not limited to: bond payments, booking fees, security charges, cleaning fees;

29.2 The Owners Corporation reserves the right to adjust the bond & payment rate(s). In this event, the member will be given the option of confirming the booking at the adjusted rate, or cancelling the booking;

29.3 A schedule of fees and charges "Saltwater Coast Schedule of Fees and

Charges” will be provided to the hirer at the time of booking enquiry;

29.4 In order to secure a booking, payment of the bond and where required security and cleaning, are required within seven (7) working days after receipt of an invoice from the Owners Corporation Manager;

29.5 Bookings taken without payment will be considered tentative;

29.6 All required payment(s) must be finalised no later than seven (7) days prior to the event date; and

29.7 Where the hirer fails to make good all payments seven (7) days prior to the function, the Owners Corporation, Management or an appointed agent reserved the right to cancel the booking.

30. ACCESS

30.1 All guests including the hirer, employees, caterers and security staff must adhere to the Operating Hours. No person(s) shall access the function room prior to the stated period of hire and all persons including the hirer, guests, caterers, entertainers must vacate the premises prior to the end of the operating hours;

30.2 A security token will be issued to provide access to the function room;

30.3 The Hirer is to collect the security token during normal working hours, at a time arranged with a member of the Centre Management team;

30.4 Failure to return the security tokens will incur a replacement cost plus admin fee as set out in the Saltwater Coast schedule of fees and charges;

30.5 All security tokens must be returned at the conclusion of hire period to the security guard onsite for the function or alternatively, placed in the drop box provided; and

30.6 All room doors must be locked after use.

31. SECURITY

31.1 All functions with fifty (50) or more guests require a security guard;

31.2 All functions where alcohol is served require security. For every fifty (50) guests, one (1) security guard will be required;

31.3 Security will be arranged by the Owners Corporation at the expense of the hirer;

31.4 Rates for Security are set out in the current Saltwater Coast Schedule of Fees and charges; and

31.5 Functions must be registered with the Victoria Police Party Safe program either online <http://www.police.vic.gov.au> or directly at the local police station. The Owners Corporation will assist with the registration process

32. ENDING A FUNCTION

32.1 Any of the people listed below have the right and power to stop a function at any given time:

- Member of the Centre Management Team
- A member of Emergency Services
- Police
- An appointed Security Guard
- An authorised agent of the Owners Corporation

33. CATERING

33.1 Catered functions (self-catered or otherwise) are no longer required to pay a cleaning fee.

33.2 Cleaners will be arranged by the Saltwater Coast Centre staff or an appointed delegate at the expense of the Owners Corporation;

33.3 Cold food may be served in rooms providing it is handled and served in a hygienic and safe manner;

33.4 Self-Catered Functions – may only use hot water urns, coffee urns, reheat or cooking appliances provided by the Saltwater Coast Owners Corporation. These items may not be taken into the function room; and

33.5 BBQs are not permitted in the function room or on the balcony

34. RESTRICTION OF ALCOHOLIC BEVERAGES

34.1 It is a condition of the Function Room Booking Process, when the service of alcohol is intended, that a security guard is present at all times as positioned by the Owners Corporation;

34.2 The Liquor Control Reform Act 1998 is the primary piece of legislation regulating the supply and consumption of liquor in Victoria;

34.3 The Hirer must provide a copy of a permit one (1) working day prior to the booking or the booking will be cancelled;

34.4 The permit holder / licensee is responsible for the service of alcohol during the function and all obligations under the Liquor Control Reform Act;

34.5 Alcohol cannot be served to or by persons under the age of eighteen (18);

34.6 Responsible serving of alcohol will be enforced;

- 34.7** All drink services of beverages containing alcohol must cease 1hour and 30mins prior to the end of the function booking time or not later than 11:30pm e.g. If a function is booked to 1am all drinks services must cease at 11:30pm;
- 34.8** No guest is permitted to bring their own alcohol into the function room under any circumstances;
- 34.9** Alcohol is not permitted to leave the function room area under any circumstances; and
- 34.10** Alcohol being taken from the function room by the Hirer or guest/s will result in complete loss of bond and a suspension of the Hirers security token in accordance with the Owners Corporation Breach Penalty system.

35. FURNITURE USE AND DECORATIONS

- 35.1** The function room has tables and chairs available for use which are stored in the plant room;
- 35.2** It is the responsibility of the Hirer to ensure that all tables & chairs are returned to the allocated positions in the plant room. Five (5) table and fifteen (15) chairs are to be set up in the middle of the room after the function;
- 35.3** The Hirer will be responsible for the cost of any damage to the room and or equipment provided in the room (chairs, tables, audio visual equipment, kitchen equipment or appliances);
- 35.4** No nails, pins, screws, bolts, tape etc. may be driven into or fixed to the walls and fixtures of the function room; and no equipment, furniture or any structures including jumping castles or decorative lighting, posters, placards or notices may be taken into the function room, or placed or displayed outside it or used there without the previous consent of the Owners Corporation or its manager;
- 35.5** Any external entertainment/entertainers e.g. DJ or Face Painting etc. Must be disclosed in writing at the time of the booking and be approved by the Owners Corporation or is Manager prior to the function taking place; and
- 35.6** The Owners Corporation will seek recovery of costs from the hirer for any damages.

36. OCCUPATIONAL HEALTH & SAFETY

- 36.1** The Hirer must adhere to all Occupational Health and Safety requirements including those relating to exposure to noise, working at heights, manual handling and safe operation of equipment;
- 36.2** The Hirer shall comply in every respect with regulations under the Health Act 1958 and the Building Code of Australia with regard to public

buildings for the prevention of overcrowding and obstruction of doorways, passages, corridors or any other part of the building to ensure the safe exiting from the building in case of an emergency;

36.3 Smoking is not permitted anywhere in the building including toilets, car park or within five metres of front entry;

36.4 Illicit drug use is strictly prohibited;

36.5 No animals, birds or reptiles are allowed in any part of the building;

36.6 Dogs must not be tied up and left on leads outside front or rear of building;

36.7 Dangerous goods or gas cylinders are not allowed in the building other than in designated storage rooms or as approved by the Owners Corporation;

36.8 Power points are provided for use of equipment that conforms to Australian standards;

36.9 No external sound amplification equipment is to be used without prior approval;

36.10 No additional lighting is to be installed in the function room without prior approval; and

36.11 Hot water urns and coffee urns are not permitted in the function room.

37. BALCONY

37.1 The balcony area can be utilised during functions with the following restrictions:

- No Chairs or tables permitted on the balcony at any time;
- No glass permitted on the balcony at any time;
- No smoking is permitted on the balcony at any time; and
- Minors must be actively supervised by an Adult.

38. AMENITIES (Toilets)

38.1 Guests are to use the amenities located on the first floor only. No guests are to wander around the ground floor without an inducted member. None of the Lifestyle Centre facilities (Gym, Pool, Tennis courts, BBQ) are to be used during a function or by guests at a function.

39. PARKING

39.1 ALL vehicles are parked at owner's risk. The Owners Corporation are under no liability to insure against loss, theft or damage to vehicles.

40. ANTI-SOCIAL OR VIOLENT BEHAVIOUR

- 40.1** These rules should be read in conjunction with Rule 6.19, 8, 9 and Schedule 6;
- 40.2** Any acts of anti-social, violent or threatening behaviour by the Hirer or guest/s of the Hirer during the course of a function will not be tolerated and will result in complete loss of bond and may become subject further disciplinary action as set out in Schedule 6; and
- 40.3** In the event of this type of incident, the function will not be allowed to continue and police will be notified.

41. CLEANING AFTER YOUR FUNCTION

- 41.1** All catered (self-catered or otherwise) functions will NOT be charged a cleaning fee.
- 41.2** All facilities including furniture, white boards, floor coverings, window blinds and any other facilities utilised during hire must be left tidy and in good order;
- 41.3** It is the responsibility of the Hirer to ensure that all tables & chairs are returned to the allocated positions in the plant room. Five (5) table and fifteen (15) chairs are to be set up in the middle of the room after the function;
- 41.4** All additional chairs and tables are to be stacked and put away in the plant room where they were taken from;
- 41.5** Rubbish should be placed in provided rubbish bags and left neatly within the kitchenette. All packaging must be removed by the Hirer; and
- 41.6** The Owners Corporation will seek recovery of costs from the hirer for any damages.

42. DAMAGES AND PAYMENT OF DAMAGES

- 42.1** The Hirer is required to notify the Centre Manager of any damages caused, during the allotted time booked for the function;
- 42.2** Should any damage be caused to the function area during the period of the function booking, the bond will be retained until any damage caused is repaired;
- 42.3** The cost of the repair of the damage will be deducted from the bond;
- 42.4** The Hirer shall be responsible for and agrees to pay any costs in excess of the bond amount for repairs of any damage caused during the function room booking time;

- 42.5** The Owners Corporation reserves the right to recover any costs incurred as a result of damage, misuse or breach of the facility rules;
- 42.6** The Hirer must pay to the Owners Corporation any charges levied against the Hirer in respect of the costs incurred by the Owners Corporation relating to repair to any damage including without limitation administrative costs, legal costs and the costs of any works performed to rectify any damage;
- 42.7** The hirer must allow the owners corporation, its employees, contractors or agents to rectify any damage;
- 42.8** The hirer agrees to accept a certificate signed by the Owners Corporation Manger as prima facie proof of costs and expenses incurred by the Owners Corporation relating to the damage claim; and
- 42.9** Cost of damages is determined by the repairing contractor. These costs will be retained from the bond. The Hirer will be advised prior to the payment of damages being applied.

43. RECOVERY OF EXPENDITURE

- 43.1** Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these rules by an Member or Occupier or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Member or Occupier or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in VCAT or any court of competent jurisdiction from the Member who was the owner of the Lot at the time when the damage occurred; and
- 43.2** The Owners Corporation may recover costs from the hirer for ay emergency services that have to attend the Lifestyle Centre during the hirers designated function time for any emergency caused by the hirer or their guests.

44. INSURANACE

- 44.1** The Saltwater Coast Lifestyle Centre including the function room is fully covered for any claims due to negligence on the Owners Corporations part; and
- 44.2** It is the responsibility of the user to take out its own insurance, to cover any other claims which may arise in relation to its hirer and use of the function room.

45. DISCLAIMER

- 45.1** The Owners Corporation, its agents and servants shall not be liable to the user or to any person using or entering the Saltwater Lifestyle Centre for personal injury or for damage to, loss or theft of any property brought into the facility; however it may be caused, unless caused by

negligence on the part of the Owners Corporation. The Hirer shall indemnify the Owners Corporation, its officers, agents and servants against all claims made by, and liability to, any person in respect of such damage, loss or theft.

46. PROFOMA STATEMENT

46.1 The hirer agrees to sign the following statement:

Saltwater Coast Function Room Rules of Use Hirer Agreement

I have been provided a copy of and agree to comply with the Saltwater Coast Function Room 'Rules of Use'. The Owners Corporation reserves the right to restrict my use of the facility in accordance with Occupational Health & Safety, Australia Standards, Owners Corporations Act 2006 and Owners Corporation Regulations 2007 & the facility "Rules of Use" displayed throughout the facility. The Owners Corporation reserves the right to recover any costs incurred as a result of misuse or breach of the facility rules.

The Owners Corporation or its Management reserve the right to change or cancel bookings.

Management or an appointed agent of management may enter the function room at any time without prior notification.

Hirer: _____ Date: __/__/__

Signature: _____

Lifestyle Centre Representative: _____ Date: __/__/__

Signature: _____