

DEFINITIONS / TERMS

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 the Owners Corporation or its approved delegate in respect of the application which may or may not contain conditions.

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

Hirer means a person who resides in a residence in Armstrong Estate who is registered, inducted and makes the application to use the Club Armstrong Function Room and is responsible for: the actions of themselves and Guests, all financial commitments and any damages caused.

Armstrong Occupiers ("Hirer") can only hire the function room for a lot owner or tenant and their immediate family that are residing permanently in the property. The Occupier (Hirer) will be requested to show Proof of Identity & Residency in the Estate before access to the room is provided. If any anytime it is proven that the room hire is for a non-resident the function will be cancelled with no exception. The ("Hirer") cannot hire the room to host an event or function for a non-member. The room cannot be hired for a public or business event, meeting, seminar or an information session.

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

Financial Club Member means the residents must have all Owners Corporation fees up to date.

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 Function Room and is responsible for the behavior of all attendees while using the function room.

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

The user will under no circumstances use the amenities **for any trade or business where they receive financial restitution.**

INTRODUCTION

1. Organisations, groups, or individuals who hire the function room and 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 with allocated booking time and conclude at the agreed times nominated on booking application and rooms vacated promptly.
2. The Owners Corporation maintains a "Fair Use Policy" that covers the additional guidelines for approving the use of the recreational facility.
3. The function room is not 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.
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.
5. The Owners Corporation (OC) may set additional requirements prior to the approval of any community group activity or event, including but not limited to, frequency, available times & days, duration, additional bond/s and or fees.
6. The hirer will be requested to show proof of identity and residency.
7. A Lot Owner must be a 'financial member' of the OC. If the Lot owner is un-financial, the occupier will be advised, and your function may be cancelled.

8. The hirer must be in attendance at all times during the function and is responsible for all the guests and their behavior.
9. **The OC reserves the right to cancel or amend all function room bookings.**
10. Community initiatives as defined and approved by the Armstrong Residents Committee will be exempt from the frequency of the booking policy.
11. **Decorations of any kind must not be erected or affixed to the walls, glass windows, doors, fittings, and furniture. Any oversized decorations must have prior approval by Club Armstrong Management.**
12. The function space is for the use of members of the Owners Corporation only. Who must have previously arranged their access to the facilities, have supplied proof of ownership/tenancy and MUST have completed the required induction.

FREQUENCY OF USE

1. Each Lot is entitled to one booking per financial year.
2. Where the member has been granted access to the facilities under a lease or rental agreement, the members entitled to the function room transfers to the occupier.
3. Access to the function room will only be granted to the occupier while the member remains financial.
4. The members agree they may be liable for recovery of costs for damage or loss caused by the occupier, resident members and or guests.
5. Bookings must be made 14 days in advance to ensure availability of the space and to process associated invoices.

HOURS OF OPERATION, BOOKING TIME & SUSPENSION OF DRINKS SERVICE AND ENTERTAINMENT

1. Hours of operation for the function room are:
 - Sunday – Thursday start 7am – 10:00pm
 - Friday and Saturday start 7am – 12:00am
2. If alcohol is served during the function all drinks must cease service at least 1 hour prior to the stated finishing time of the function.
3. All entertainment must cease no later than 9pm Sunday to Thursday and 11pm Friday and Saturday, to allow for clean-up time and ensure the premises is vacated by the stated closing time.
4. The hirer, employees, caterers, and security staff must vacate the premises no later than the end of the booking time.
5. No alcohol is permitted outside of the function room at any time.
6. It is a requirement that the hirer will set up and pack up on the same day as the function booking.

MAXIMUM CAPACITY

1. The maximum Occupancy must not exceed what is specified within the permits for Club Armstrong to operate being **130 persons in the Acacia Room & 70 Persons in the Grevillea Room** which is also subject to any Government's regulations / restrictions at the time of the function and remains subject to change. Details at the time will be provided by management.
2. The hirer must accept that this capacity is inclusive of all catering staff for the function, security guard and entertainers/hosts of the function.
3. **Security is required If your function is past 6pm and or if you have alcohol at your function.**
4. Non-Compliance of occupancy will result in your function being shut down and you will be required to vacate the premises.
5. All costs to enforce occupancy levels will be recovered from the hirer.

PAYMENT (ALL PAYMENTS WILL BE INCLUSIVE OF GST)

1. The Owners Corporation will set fees and charges for the use of the function room including but not limited to security bond, security charges & cleaning fees.
2. To ensure a booking, the completed and signed enquiry form and terms of use will be emailed to Club Management who will ensure you are a financial club member. Once confirmed, the said date will be confirmed if available then invoices for the security bond and cleaning fee will be emailed directly to hirer.
3. Invoices must be paid, processed, and cleared within 14 days of receiving your invoice.
4. Failure of the above will result in your booking being cancelled.

COSTS

1. A \$200 security bond is required, which is fully refundable pending a successfully completed condition report with no damage reported.
2. A full hygienic clean of the space is charged to the hirer at a cost of \$264.00 for the Acacia Room and \$198.00 for the grevillea Room including GST, non-transferable and non-refundable.
3. **A qualified Security Guard is required at your function if you are serving alcohol or if your function is after 6pm.**
4. Security is required for a minimum of 4 hours and must be present for the entire length of the function.

PAYMENT OF DAMAGES

1. The Owners' Corporation reserves the right to recover any costs incurred as a result in misuse or breach of the facility rules.
2. Costs of damages are determined by the repairing contractor.
3. These costs will be retained from the bond and charged accordingly.
4. The hirer will be advised prior to the payment of damages being applied.
5. The hirer is responsible for the full costs of the cleaners and security in accordance with the terms of use. Failure to pay where it is required will result in a function booking being cancelled.
6. The Owners Corporation reserves the right to adjust the bond and 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.

SECURITY & ACCESS

1. Function fobs are issued to provide access to function room at handover.
2. Fobs must be returned at the conclusion of hire period to the secure after-hours Key Return Box located at the entry door to the function room upstairs.
3. All room doors must be closed and secure after use.
4. The Hirer is to collect the function fobs during business hours, 1 working day prior to the function. An appointment will be made by management to complete handover of the room, condition report and fobs.
5. Security is required when you have alcohol at your function and an after-hours function is being held. Proof of your security guard booking will be sourced by management prior to your function.
6. The security guard being used must be licensed and an insured security company. Management will require documents to support this.
7. **One guard per 50 attendees is required. Meaning if you have 51 attendees requires 2 guards. The number of attendees must include the party host/s, staffing, catering and so on.**
8. This guard will be dedicated to the function for which they have been hired.
9. Refer to security company for rates.

10. Your security guard is required to be positioned at the front door at the start time of your function, letting your guests into the building and directing them to the function room. Whilst checking them off a guest list. **Club Armstrong staff and café staff will not open the front door to let your guests into the club. This is the responsibility of the hirer.**

CATERING

1. ALL functions (self-catered or otherwise) are required to pay a non-refundable cleaning fee as advised under the heading "Payment".
2. Contract cleaners will be arranged by management. Cold food may be served at the function providing it is handled and served in a hygienic and safe manner.
3. Food Beverages or Alcohol may not be offered for sale in the function room.
4. Self-Catered Functions - the following items are not permitted in the function room: hot water urns, coffee urns, reheat or cooking appliances including bain-maries.
5. The hirer will have full use of the kitchen where these appliances may be used. Not in the function room.

CLEANING

1. All facilities including furniture, floor coverings, and any other facilities utilised during hire must be left clean and in good order.
2. A wheelie bin is supplied for use during the function. Any rubbish that does not fit in the bin, must be removed by the hirer. There are no additional rubbish disposal services at Club Armstrong.
3. Packaging must be removed by the Hirer.
4. Additional charges will apply should the Hirer fail to clean the room adequately.

RESTRICTION OF ALCOHOLIC BEVERAGES

1. Alcoholic beverages and their consumption in the function room is not permitted unless prior approval has been sought and certificate of currency of Public Liability Insurance provided from a holder of a liquor license.
2. Alcohol can be served in the function room by a commercial caterer who holds a liquor license. However, if the hirer is not employing the services of a Commercial Caterer, the hirer can serve alcohol to their guests responsibly.
3. Commercial catering companies MUST supply copies of their current liquor license and public liability insurance.
4. Guests must comply with "Strictly no BYO alcohol permitted under any circumstances."
5. Function room must be vacated by the hours as stated under "hours of operation."
6. Alcohol is not permitted to leave the function room area under any circumstances.
7. **Alcohol being taken from the function room will result in complete loss of bond and a suspension of the members' access to the facility in accordance with the Owners Corporation Breach Penalty system.**

The Liquor Control Reform Act 1998 (the Act) is the primary piece of legislation regulating the supply and consumption of liquor in Victoria. It is a condition of the Function Room Booking Process, when the service of alcohol is intended, a security guard is always present as positioned within the function room.

8. The Hirer must provide a receipt from a licensed caterer 1 working day prior to the booking, or the booking will be cancelled.
9. The Licensee is responsible for the service of alcohol during the function & all obligations under the Liquor Control Reform Act.

10. At no time can alcohol be sold by any means, marketed, or promoted in the function room. Alcohol cannot be serviced to minors.

Responsible serving of alcohol will be enforced at all times

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. Management reserves 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.

ANTI-SOCIAL OR VIOLENT BEHAVIOUR

Any acts of anti-social or violent behavior by a member or guest during a function will not be tolerated and will result in complete loss of bond and a suspension of the members pass in accordance with the Owners Corporation Breach Penalty system. In the event of this type of incident the function will be cancelled, and police notified.

FURNITURE USE AND DAMAGE TO PROPERTY

The function room has tables and chairs available for use which are stored in the storage cupboard. It is the responsibility of the Hirer to ensure that all tables & chairs are cleaned then returned to the allocated position in the storage cupboard.

Due to the weight of the tables, please take all due care to ensure the safety of yourself and others.

Charges will apply if furniture is not returned to the allocated store cupboard.

All chairs must be properly stacked, and tables folded and unfolded regarding the correct operating mechanism and stored neatly before vacating.

The Hirer will be responsible for the cost of any damage. Which includes the Dishwasher, Fridge, Microwave, 140 chairs, 10 round tables, 4 rectangle tables, Amplifier with microphone, 75" Sony TV with remote and other assorted furniture. All items are listed in the condition report.

DAMAGE

The Hirer is required to notify the Centre Manager of any damages caused, during the allotted time booked for the function. 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.

The cost of the repair of the damage will be deducted from the bond. The member shall be responsible for and agrees to pay any costs in excess to the bond amount for repairs of any damage caused during the function.

OCCUPATIONAL HEALTH & SAFETY

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.

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.

Smoking is not permitted anywhere in the facility including toilets, balconies, and car park or within five metres of front entry. Illicit drug use is also strictly prohibited.

Additional Items to note:

It is important to understand that use of the function room for yourself and your guests is restricted to the upstairs function room only. *Use of the other amenities such as the gym, pool area or parents lounge is strictly not permitted.*

Residents are not permitted to hold a function on behalf of a non-member.

Your security guard is required to be in attendance from the start time of the function until the time you, the hirer, is vacating the building after packing up has been completed.

Furthermore,

- No animals, birds or reptiles are allowed in any part of the building.
- Dangerous goods, candles, sparklers, flames or gas cylinders are not allowed in the building.
- Power points are provided for use of equipment that conforms to Australian standards.
- No additional sound amplification equipment is to be used without prior approval and within authorized times.
- No additional lighting is to be installed in the function room without prior approval.
- Hot water urns and coffee urns are not permitted in the function room.
- Strictly no naked flames or hazardous substances are permitted throughout.
- Strictly no smoke machines are permitted.

STATEMENT

I agree to comply with the Armstrong 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 any misuse or breach of the facility rules.

Management reserves the right to change or cancel bookings.

I understand management may enter the function rooms at any time without prior notification.

IMPORTANT I/We understand that my function is subject to change dependent on any Government mandated COVID guidelines and regulations at the time of the function. This may require a reduction in the number of people who will attend my function or may be cancelled with minimal notice.

I/We understand and agree with all said in this document & agree that all details relevant to the function that I, the hirer, have stated are truthful.

Hirer's Name: _____

Lot # and Address: _____

Signature: _____ **Date:** _____

Management Sign : _____ **Date:** _____