# Rules of Use - Wellbeing Amenities

# Pool

#### Hours of Availability:

Monday to Sunday: 5:00am - 10:00pm

#### Rules of Use

- · All users must shower before using
- · No running at any time
- Diving or bombing is not permitted
- · No board or ball games
- Appropriate clothing (swimwear) is required at all times
- · No food or alcohol is allowed in the pool area
- No glassware is permitted
- Smoking is not permitted
- Children are not permitted in the pool area without a competent supervising adult
- Any issues identified with the pool or its surrounds must be reported to the Manager.

## Sauna and Steam Room

#### Hours of Availability:

Monday to Sunday: 5:00am - 10:00pm

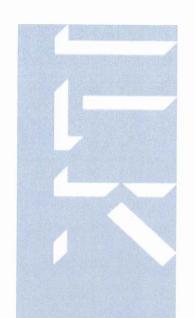
#### Rules of Use

- All users must shower before using
- No glass, food or drink permitted
- Proper swimming attire is required
- Children under the age of 16 may not use the sauna or steam room
- · Smoking is not permitted
- A towel must be used after using the sauna or steam room
- Conduct must not jeopardize the safety of or detract from the enjoyment of others
- Please report any damage to the Manager immediately

#### Use is prohibited if you:

- Have an infectious or communicable disease
- Are under the influence of alcohol or drugs
- Individuals who are pregnant, elderly or suffering from heart disease, diabetes, epilepsy, high or low blood pressure should not use the sauna or steam room without prior medical consultation and permission from their doctor.
- Limit your use to 15 minutes at any one session. Long exposure may result in nausea, dizziness, fainting or heat related illness.

Use of the sauna or steam room is limited to the maximum number of people as signed at any one time.



# **Gymnasium**

## Hours of Availability:

Monday to Sunday: 5:00am - 10:00pm

#### Rules of Use

- · Occupiers and their guests may only use the gymnasium
- Appropriate clothing and footwear must be worn in the gymnasium at all times
- No food or alcohol is allowed in the gymnasium
- Smoking is not permitted in the gymnasium
- Children are not permitted in the gymnasium without parental supervision
- You must bring your own towels to use on the gymnasium equipment
- You must wipe down all gymnasium equipment after use
- All gymnasium users do so at their own risk
- The last user of the gymnasium in the evening must turn off all lights and air conditioning
- Any issues identified with the gym and its equipment must be reported to the Manager

## **Weights Area**

Please respect our fellow residents below by placing weights on the floor GENTLY to reduce the noise.

By entering and using the gym, residents accept this statement and warning from the Owners Corporation that exercise and the use of exercise equipment may cause injury or aggravate certain medical conditions.

Residents are further advised to gradually begin any exercise regime and avoid breathless exertion at all times. Exercise should be gentle, pleasurable and if any pain or stiffness should result and last more than 48 hours, please seek medical advice.

All users of the Wellbeing amenities do so at their own risk.

The Owners Corporation reserve the right to change any Rules of Use as required.



## Rules of Use - Cinema Amenities

Organisations, groups or individuals who hire the cinema amenities 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 amenities. The period of hire shall commence in accordance to allocated time and conclude at the agreed times nominated on booking application and rooms vacated promptly.

Ilk residents hiring the cinema amenities will be requested to show proof of identity & residency in the building.

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

The Hirer **must be in attendance** during the hire at all times & is responsible for guests, contractors and any other such persons in attendance that are directly engaged to the function. Guests are only permitted to use the areas designated to the Cinema Amenities. The Cinema Amenities are not available for bookings on the evening prior to a Public Holiday, & or on a Public Holiday, or days in lieu of a Public holiday. Bookings must be in advance to enable management to complete the booking and bond payment process.

## **BOOKING HOURS**

The cinema is bookable as per hours below:

Sunday to Thursday	Day Booking – 11:00am to 3:00pm
	Evening Booking – 6:00pm to 10:00pm
Friday and Saturday	Day Booking – 11:00 am to 3:00pm
-	Evening Booking – 6:00pm to 11:00pm

# **MAXIMUM CAPACITY**

The Occupancy Permit states a maximum occupancy of **15** people in the cinema amenities. Non-Compliance of occupancy regulation will result in the request to close the function & to vacate.

# FPEQUENCY OF USE

be made a minimum **5** clear business days in advance to ensure availability of the booking & process the bond payment. Any subsequent bookings will be considered on a stand by basis. If no bookings are requested 5 working days prior to the stand by request it will be granted.

# USE OF CINEMA AND ASSOCIATED EQUIPMENT

Any hirer and or guest of a hirer must ensure that:

- Any medium played in the cinema complies with Australia Classifications;
   <a href="http://www.classification.gov.au/Guidelines/Pages/Guidelines.aspx">http://www.classification.gov.au/Guidelines/Pages/Guidelines.aspx</a>
- Advisory categories for films and computer games

Three classification categories are advisory categories. This means there are no legal restrictions about viewing and/or playing these films and computer games with these markings.

G - General

PG - Parental Guidance

M - Mature

· Restricted categories for films and computer games

The following classification categories are restricted categories. This means there are legal restrictions on viewing and/or playing these films and computer games.

MA 15+ - Mature Accompanied

R 18+ - Restricted

Restricted categories for adult films

X 18+ - Restricted

RC - Refused Classification

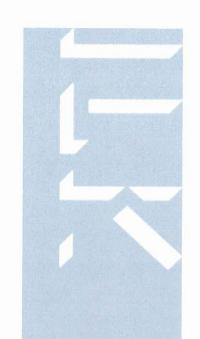
Any resident and or guest of a resident must ensure that:

- Any medium played in the cinema (movies, photographs, music, and any other form of copyrighted material) are legally allowed to be shown in this venue
- R18+, X18+ or RC classified content, adult material, music of explicit nature or any other medium that may be offensive of any kind are not permitted in the cinema
- The resident is responsible to ensure that the medium being played is suitable for the persons attending

Equipment documentation is provided for the hirer to use and setup the equipment provided

Additional equipment outside of that provided with the Cinema is not allowed unless prior written consent is taken from the Owners Corporation

The resident is responsible for the exclusive view of medium in the Cinema Facility



#### **BOND PAYMENTS**

Bond for use of the room is a set \$200, refundable to the hirer providing:

- Rules of use for the hire are abided by
- · No damage or theft of equipment is found

#### PAYMENT OF DAMAGES

The Owners Corporation reserves the right to recover any costs incurred as a result of misuse or breach of the facility rules. The repairing contractor determines cost of damages. These costs will be retained from the bond. The Hirer will be advised prior to the payment of damages being applied.

The Owners Corporation reserve rights to recover any cleaning costs incurred if the room is not left in a satisfactory state.

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.

## **CCESS**

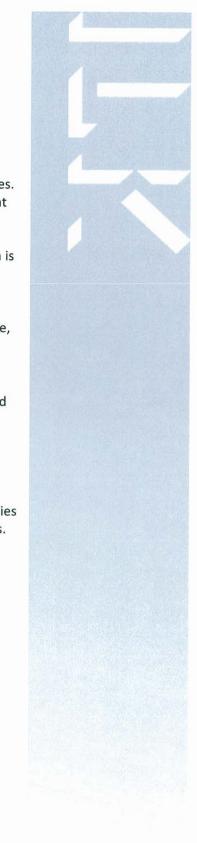
to proceed. Handovers must be completed in business hours.

At the conclusion of the hire period the projector and amplifier will automatically shut down.

# **CLEANING**

All amenities including furniture, floor coverings, kitchen amenities and any other amenities utilised during hire must be left clean and in good order. Rubbish should be placed in bins. The Hirer must remove packaging. Charges may apply should the Hirer fail to clean the room adequately.

Decorations of any kind must not be erected or affixed to the walls, glass windows, doors, fittings, and furniture.



## RESTRICTION OF ALCOHOLIC BEVERAGES

Alcoholic beverages and their consumption in the Cinema Amenities are not permitted under any circumstances.

## **SMOKING**

Smoking is not permitted at any time.

#### ANTI-SOCIAL OR VIOLENT BEHAVIOUR

Any acts of anti-social or violent behaviour by a member or guest during the course of a function will not be tolerated. In the event of this type of incident the function will not be allowed to continue and police notified.

### DAMAGE

The Hirer is required to notify the Building 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 used 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 of the bond amount for repairs of any damage caused during the Cinema Amenities booking time.

# **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 building including toilets, fire stairs, and car park or within five metres of front entry. Illicit drug use is also strictly prohibited.
- No animals, birds or reptiles are allowed in any part of the building or rooms.
- Dangerous goods or gas cylinders are not allowed in the building.
- Power points are provided for use of equipment that conforms to Australian standards.
- No sound amplification equipment is to be used without prior approval.
- No additional lighting is to be installed in the Cinema Amenities without prior approval.
- Hot water urns and coffee urns are not permitted in the Cinema Amenities.

# **AREA OF HIRE**

Note that the walls and or exits of the area bound the area of hire. For a function or event to remain private it **must** remain within these boundaries.

#### STATEMENT

I agree to comply with the Cinema Amenities "Rules of Use". The Owners Corporation reserves the right to restrict my use of the amenities in accordance with Occupational Health & Safety, Australia Standards, Owners Corporations Act 2006 and Owners Corporation Regulations 2007 & the amenities "Rules of Use". 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 reserves the right to change or cancel bookings. The Owners Corporation or an appointed agent of management may enter meeting rooms at any time without prior notification.

The Owners Corporation reserve the right to amend, add or remove rules as stated at their discretion.

I understand, acknowledge and accept all the rules outlined to me.

Hirers Name
Signature
Date
Owners Corporation Representative
Signature
Date

# Rules of Use - Lounge & Dining Amenities

Organisations, 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 facilities. The period of hire shall commence in accordance to allocated time and conclude at the agreed times nominated on booking application and rooms vacated promptly.

Ilk residents hiring the function room will be requested to show Proof of Identity & residency in the building.

The Hirer will under no circumstances use the facilities for any trade or business where they receive financial restitution.

Any occupier may request a booking. A Lot Owner must be a financial member of the Owners Corporation, for an occupier to complete a booking. A booking will only be completed once the Owners Corporation advises that this is rectified.

The Hirer **must be in attendance** during the function at all times & is responsible for guests, contractors and any other such persons in attendance that are directly engaged to the function. Guests are only permitted to use the function room, function room courtyard and cated rest room area.

The function room is not available for bookings on the evening prior to a Public Holiday, & or on a Public Holiday, or days in lieu of a Public holiday, to allow all occupiers the ability to use this area during these periods.

Bookings must be in advance to enable management to complete the booking and bond payment process.

## HOURS OF OPENING

The amenities are open between:

Sunday to Thursday	8:00am to 10:00pm
Suriday to Thursday	0.00am to 10.00bm

Friday and Saturday 8:00am to 11:00pm

# OKING HOURS

The amenities are bookable as per hours below:

Tuesday to Thursday	Day Booking – 12:00pm to 4:00pm
	Evening Booking – 6:00pm to 10:00pm
Friday and Saturday	Day Booking – 12:00 pm to 4:00pm
	Evening Booking – 6:00pm to 11:00pm
Sunday and Monday	Not Bookable on these days

## MAXIMUM CAPACITY

The Occupancy Permit states a maximum occupancy of 30 people in the function room. Non-Compliance of occupancy regulation will result in the request to close the function & to vacate.

## FREQUENCY OF USE

Each Lot is entitled to 1 confirmed booking per Financial Year (July to June). Booking must be made a minimum 5 clear business days in advance to ensure availability of the booking & process the bond payment. Any subsequent bookings will be considered on a stand by basis. If no bookings are requested 5 working days prior to the stand by request it will be granted.

## HIRE CHARGES

Bond for use of the room is a set \$200, refundable to the hirer providing:

- Rules of use for the hire are abided by
- · No damage or theft of equipment is found

A non-refundable charge of \$133 is payable for any evening bookings and or Saturday day bookings. This charge covers the costs to ensure that the room is cleaned and available for all occupiers to enjoy when it is next available for open use.

These prices are subject to change by the Owners Corporation.

## **ACCESS**

Hirer is to complete a Cinema Amenities handover prior to the function being allowed proceed. Handovers must be completed in business hours.

At the conclusion of the hire period the projector and amplifier will automatically shut down.

## **CATERING**

Cold and hot food may be served providing it is handled and served in a hygienic and safe manner. Food, beverages or alcohol may not be offered for sale in the function room. Self-Catered Functions - the following items are not permitted in the function room, reheat or cooking appliances not already positioned in the room.

#### CLEANING

All facilities including furniture, floor coverings, kitchen facilities and any other facilities utilised during hire must be left clean and in good order. Rubbish should be placed in bins provided. The Hirer must remove packaging. Charges may apply should the Hirer fail to clean the room adequately.

orations of any kind must not be erected or affixed to the walls, glass windows, doors, fittings, and furniture.



## RESTRICTION OF ALCOHOLIC BEVERAGES

Alcoholic beverages and their consumption in the function room is not permitted unless prior approval has been granted and a current certificate of Public Liability Insurance provided from a holder of the liquor licence who will be serving alcohol onsite.

A commercial caterer who holds a valid liquor licence can only serve alcohol in the function room.

Commercial catering companies MUST supply copies of their current Liquor Licence and public liability insurance.

Strictly no BYO alcohol permitted under any circumstances.

Alcohol is not permitted to leave the function room area under any circumstances.

The <u>Liquor Control Reform Act 1998</u> (the Act) is the primary piece of legislation regulating the supply and consumption of liquor in Victoria. The Licensee is responsible for the service of alcohol during the function & all obligations under the Liquor Control Reform Act. 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 must be enforced.

#### ANTI-SOCIAL OR VIOLENT BEHAVIOUR

Any acts of anti-social or violent behaviour by an occupier or guest during the course of a function will not be tolerated. In the event of this type of incident the function will not be allowed to continue and police notified.

#### **SMOKING**

Smoking is not permitted at any time.

#### DAMAGE

The Hirer is required to notify the 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 of the bond amount for repairs of any damage caused during the function room booking time.

#### OCCUPATIONAL HEALTH & SAFFTY

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 building including toilets, fire stairs, and car park or within five metres of front entry. Illicit drug use is also strictly prohibited.
- No animals, birds or reptiles are allowed in any part of Common Property.
- Dangerous goods or gas cylinders are not allowed on Common Property.
- Power points are provided for use of equipment that conforms to Australian standards.
- No sound amplification equipment is to be used without prior approval.
- No additional lighting is to be installed in the function room without prior approval.

## **AREA OF HIRE**

Note that the walls and or exits of the area bound the area of hire. For a function or event to remain private it **must** remain within these boundaries.

## STATEMENT

I agree to comply with the Function Amenities "Rules of Use". The Owners Corporation reserves the right to restrict my use of the amenities in accordance with Occupational Health & Safety, Australia Standards, Owners Corporations Act 2006 and Owners Corporation Regulations 2007 & the amenities "Rules of Use". 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 reserves the right to change or cancel bookings. The Owners Corporation or an appointed agent of management may enter meeting rooms at any time without prior notification.

The Owners Corporation reserve the right to amend, add or remove rules as stated at their discretion.

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Hirers Name	
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Date	
Owners Corporation Representative	
Signature	
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