



Trillium[®]
MICKLEHAM

Exclusively Connected

CLUB TRILLIUM FUNCTION ROOM RULES

1. CLUB TRILLIUM FUNCTION ROOM RULES OF USE:

DEFINITIONS:

Applicant means an inducted member (lot owner) 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 maximum of 2 hours of set up time before function and 1 hour pack up time at the at the completion of a function.

Common Property means Club Trillium as determined in the plan of subdivision.

Community Group (Initiative) activity or **event** is open to all Trillium Residents where the goal is to enable residents to socially connect.

Hirer means a person who is an inducted Member or an Occupier, who resides in a residence in Trillium Estate, who makes the application to use the Club Trillium 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.

Financial member means the member (lot owner) must have all Owners Corporation fees up to date pertaining to the lot. Access to the function room will only be granted to the member or occupier while the member remains financial.

Function Room refers to the function hall, outdoor decking and grassed area to the south of the function room, and heat and serve kitchen.

A Private Function uses a members or occupiers entitlement to the Function Room, the members or occupier can invite external invitees and takes full responsibility for those invitees entering and departing the facility and also their behaviour while using the function room located at Club Trillium.

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

2. INTRODUCTION

- 2.1. Members or occupiers 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 to allocated booking time and conclude at the agreed times nominated on booking application and rooms vacated promptly. The function room is inclusive of the function hall, decking area, outdoor area to the south of the function room and heat and serve kitchen.
- 2.2. The Owners Corporation maintains a “Fair Use Policy” that covers the additional guidelines for approving the use of the recreational facility.
- 2.3. The function room is available for private hire on Public Holidays. Cleaning will be charged at Public Holiday rates for events held the day prior to a public holiday and on the day of a public holiday.
- 2.4. 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.
- 2.5. The Owners Corporation (OC) may set additional requirements prior to the approval of any community group (Initiative) activity or event including but not limited to: frequency, available times and days, duration, additional bonds and fees.
- 2.6. The hirer will be requested to show proof of identity and residency during the function room handover.
- 2.7. A member or occupier must be financial. Access to the function room will only be granted to the occupier while the member remains financial.
- 2.8. The hirer must be in attendance at all times during the function and is responsible for all the guests, contractors and any other such persons in attendance that are directly engaged to the function and their behaviour. This includes setting up and packing up times.
- 2.9. Invitees and any third parties are only permitted to use the function room area as defined in the definitions and allocated rest room areas. Under no circumstances must they enter any other part of the facility aside from common walkways to get to and from the above mention areas.
- 2.10. The Owners Corporation reserves the right to cancel or amend all function room bookings.
- 2.11. Community initiatives as defined and approved by the Trillium Owners Corporation Committee will be exempt from the frequency of the booking policy.

3. FREQUENCY OF USE

- 3.1. Each Lot is entitled to three (3) bookings per financial year. 1st July to 30th June. This is made up of 1 full day and 2 half day bookings, with the option of combining the 2 half days bookings into 1 full day, ie 2 full days.
- 3.2. Bookings must be made 14 days in advance to ensure availability of the booking and process the bond payment. All bookings must be made through the Club Trillium app trillium.quantumunited.com.au/club
- 3.3. Where the member has been granted access to the facilities under a lease or rental agreement, the members entitlement to the function room transfers to the occupier.

4. MAXIMUM CAPACITY

- 4.1 The maximum Occupancy in the building must not exceed what is stated on the Planning Permit.
- 4.2 The maximum capacity of the Function Room is 80 people. This number is inclusive of all invitees including children. This figure is also inclusive of all third party companies including catering staff for the function, security guards and entertainers.
- 4.3 Non-Compliance of occupancy regulation (maximum numbers) will result in the request to close the function and to vacate the premises. Any security costs incurred as a result of this action will be Hirer's responsibility.
- 4.4 All costs to enforce occupancy levels will be recovered from the member.

5. HOURS OF OPERATION, BOOKING TIME and SUSPENSION OF DRINKS SERVICE AND ENTERTAINMENT

- 5.1 Hours of operation for the function room are:
Monday - Thursday:
Morning Session: 9:00am to 2:00pm
Cleaning: 2:15pm- 4:45pm
Evening Session: 5:00pm to 9:00pm.
(function to finish at 9pm, room must be packed up and vacated by 10pm)

Friday & Saturday:
One session: 9:00am – 11:00pm
(function to finish at 11pm, room must be packed up and vacated by midnight)

Sunday: 9:00am – 9:00pm.

(function to finish at 9pm, room must be packed up and vacated by 10pm)

Cleaners will be scheduled between 5am – 9am and 3pm to 5pm where applicable.

- 5.2 The function room must be vacated by the nominated closing time including cleaning and pack up. **Failure comply with these times will result in bond being forfeited and additional security costs.**
- 5.3 If alcohol is served by a catering company during the function all alcoholic beverages must cease one hour prior to the end of the function. Refer to Section 12 for more details.
- 5.4 Copies of valid public liability insurance for any external companies hired for your function that will be onsite at any time must be provided to the Owners Corporation and approved by the Owners Corporations insurer. Electrical equipment that is not supplied by a company with public liability insurance cannot be used unless approved by the Owners Corporation Committee beforehand. Gas appliances of any sort cannot be used. This includes the use of any type of BBQ's, fuelled by gas or coals and spit roasts unless Public Liability Insurance is obtained.
- 5.5 All entertainment must cease no later than 9pm Sunday to Thursday and 11pm Friday to Saturday.
- 5.6 The hirer acknowledges and agrees to the above-mentioned times of operation for the function room. Noise levels must not be heard outside of the building and that attendees MUST leave in a quiet manner. The Owners Corporation will set fees and charges for the use of the function room including but not limited to: bond, security charges and cleaning fees.

6. COST / FEES (ALL PAYMENTS ARE INCLUSIVE OF GST)

- 6.1 The Owners Corporation will set fees and charges for the use of the function room including but not limited to: bond, security charges and cleaning fees.
- 6.2 In order to secure a booking, the lot will be confirmed as financial. Once confirmed invoices for the bond, cleaning fee and security (if required) will be emailed direct to the hirer.
- 6.3 In order to secure a booking, payment of the bond, and where required security and cleaning, are required within (7) working days after receipt of an invoice from your Owners Corporation manager.
- 6.4 Failure of the above may result in your booking being cancelled.
- 6.5 The hirer agrees they may be liable for recovery of costs for damage or loss caused by the occupier, members or invitees.

- 6.6 Bond - \$200 bond (non-alcohol) or \$500 bond (with alcohol), which is fully refundable pending a successfully completed condition report with no damage reported. BSB and bank details must be provided to Club Trillium staff during your Function Handover which will take place in the days prior to your function. The Condition Report is sent to the Owners Corporations Manager for processing bond return.
- 6.7 Cleaning Fee - \$132 cleaning fee is required. Functions held on a public holiday or the day following a public holiday will incur a \$198 cleaning fee. Function room cleaning is completed by a third-party cleaning company engaged by the Owners Corporation.
- 6.8 Security is required at your function if you are serving alcohol. The cost for security is \$42.35 per hour per guard. Minimum of 4 hours is required at a total minimum cost of \$169.40. ***You are required to have 1 security guard per 50 people or 2 security guards form 51-80 people attending your function inc. staff, invitees, residents, children etc. Security must be present for the entire length of the function.***
- 6.9 The Owners Corporation Committee have the discretion to waiver the bond payment subject to an event being held.

7. PAYMENT OF DAMAGES

- 7.1 The owners' corporation reserves the right to recover any costs incurred as a result of misuse or breach of the facility rules.
- 7.2 Costs of damages are determined by the repairing contractor.
- 7.3 These costs will be retained from the bond. The Hirers / member hall be responsible for and agrees to pay any costs in excess of the bond amount for repairs of any damage caused during their function room hire.
- 7.4 The hirer / member will be advised prior to the payment of damages being applied.
- 7.5 The hirer / member 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.
- 7.6 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.

8. SECURITY and ACCESS

- 8.1 Hirer is required to complete a hand over, during the handover process staff will discuss entry and exit points that are part of the function space. All lockable doors and gates must be locked by the hirer after the function has been completed.
- 8.2 Security Payment, functions involving alcohol are required to pay a non-refundable fee to cover the cost of a security guard/s to be onsite. Rates for Security are advised under the heading "Costs / Fees" This security guard/s would be dedicated to the function for which they have been hired.

9. CATERING

- 9.1 ALL functions (self-catered or otherwise) are required to pay a non- refundable cleaning fee as advised under the heading "Costs / Fees".
- 9.2 Contract cleaners will be arranged. Function room cleaning is completed by a third-party cleaning company engaged by the Owners Corporation.
- 9.3 Food may be served in the function room (self-catered or otherwise) providing it is handled and served in a hygienic and safe manner.
- 9.4 Food Beverages or Alcohol may not be offered for sale in the function room.
- 9.5 Self-Catered Functions - the following items are not permitted in the function room: hot water urns, coffee urns, reheating or cooking appliances with a heating element or burners.
- 9.6 The hirer will have full use of the 'heat and serve" kitchen during the hours of their allotted booking.

10. CLEANING

- 10.1 All facilities including furniture, floor coverings, and any other facilities utilised during hire must be left clean and in good order. Tables and chairs are to be wiped down prior to being placed back in cupboard. Floor is to be left in a condition where it is ready to be vacuumed by the cleaner.
- 10.2 ALL rubbish must be removed and disposed or placed in the provided bins in the kitchen area by the hirer. 1 x 240L bin and a co-mingled recycle bin is supplied for waste. No rubbish bags are to be left on the bin area floor. Additional waste must be taken home and disposed of by hirer. Additional cleaning costs will be deducted from the bond.

- 10.3 Packaging and decorations must be removed by the hirer.
- 10.4 Additional charges may apply should the hirer fail to clean the room adequately as outlined in these rules.

11. DECORATIONS

- 11.1 Decorations of any kind must not be erected or affixed to the walls, glass windows, doors, fittings (including light fittings), and furniture. Blu-tack can be used on windows only, however, sticky tape and pins cannot be used on any surface.
- 11.2 Decorations must be free standing and not cause damage to Common Property. You may use the hooks already provided along the south side of the function hall for the purpose of hanging decorations. Each hook can hold a maximum weight of 1.3kg.
- 11.3 All decorations must be removed at the end of a function including helium balloons. Helium balloons must not be left on the ceiling following your function.

12. RESTRICTION OF ALCOHOLIC BEVERAGES

- 12.1 Alcoholic beverages and their consumption in the function room is not permitted unless;
- (i) Prior approval has been granted;
 - (ii) A current copy of public liability insurance policy has been provided from a holder of a liquor license who will be serving alcohol onsite or home and contents public liability; and
 - (iii) A security guard is hired for the duration of the function.
- 12.2 Alcohol can be served in the function room by a commercial caterer who holds a liquor license and adequate insurance approved by the Owners Corporation insurance company.
- 12.3 Hirer MUST supply copies of their Commercial catering company's current liquor license and public liability insurance no later than 14 days prior to function booking.
- 12.4 Alcohol is not permitted to leave the function room area under any circumstances. Alcohol being taken from the function room by a hirer, member or guest will result in complete loss of bond and a suspension of the members pass in accordance with the Owners Corporation Breach Penalty system.

- 12.5 The responsibility of drinking BYO alcohol is permitted only if a release and indemnity form is signed.

13. 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 and will result in complete loss of bond and a suspension of the member's access in accordance with the Owners Corporation Breach Penalty system. In the event of this type of incident the function will not be allowed to continue, and police will be notified.

14. FURNITURE USE AND DAMAGE TO PROPERTY

The function room has tables and chairs available for use which are stored in the store room. It is the responsibility of the Hirer to ensure that all tables and chairs are returned to the allocated position in the store room. 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 room. All chairs must be properly stacked and tables folded and unfolded with regard to the correct operating mechanism and stored neatly before vacating rooms.

The Hirer will be responsible for the cost of any damage or soiled carpets.

The function room includes two Dishwashers / Fridge / Microwave / 100 chairs / 10 round tables / Denon Amplifier / Samsung 75" TV Screen / Teac Set Top Box / Samsung BluRay DVD Player / assorted furniture. All items are listed in the condition report.

15. DAMAGE

The Hirer is required to notify the Centre Staff 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 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

16. EXTERNAL PROVIDERS

Any external party engaged by the Hirer to provide a service at the function must provide a copy of their current Public Liability insurance and gain approval by the Owners Corporation Insurer before their services can be provided at the function.

17. OCCUPATIONAL HEALTH and 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 regards 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, vaping and e-cigarettes is not permitted anywhere in the facility including toilets, and car park or within five metres of an entry and or eatery.
- Illicit drug use is also strictly prohibited.
- No animals, birds or reptiles are allowed in any part of the building or rooms.
- Dogs must not be tied up and left on leads outside front or rear of building.
- Dangerous goods or gas cylinders are not allowed in the building or 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. Both items can only be supplied by a company. (Refer to 'External Providers').
- Self-catered functions are not permitted to bring in any form of cooking or reheating kitchen appliances such as hot water urns, deep fryers, warmers, etc. (Refer to 'Catering').
- Public Liability is required for any external parties engaged by the hirer.
- No open flames including candles (excluding candles on a cake) are to be used without prior approval of the Owners Corporation.

STATEMENT

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

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

Hirer: _____ Date: _____

Signature: _____

Club Trillium Representative: _____

Date: _____ Signature: _____