

FRANKSTON LIFE SAVING CLUB – FUNCTION VENUE

GENERAL CONDITIONS OF USE



Note:

The term Function Room (unless otherwise stated) refers to the following areas:

1. The front entry level foyer
2. The stairs & lift
3. The Function Room foyer
4. The Function Room, balcony, toilets, kitchen, bar & fire exit areas

It is the Function Room hirer's responsibility to read the General Conditions of Use carefully and ensure they understand each section within the documents and seek clarification if any section is unclear. This will ensure that there is no misunderstanding on the part of the hirer and that loss of bond or other penalties will not be incurred through misinterpretation of this document.

ROOM INFORMATION

The maximum capacity of the room is **100 persons**, as permitted by the Health Department and our liquor license. For pre-booked functions a list of guests is required to be submitted to the FLSC prior to the function.

Included, for the hirer's use, are 10 round tables (seat 8-10), 6 rectangular tables, 2 bar tables and 100 chairs if required.

The venue is not available for 18th, 19th, 20th, 21st birthday parties, or similar type of functions.

This is a **non-smoking** venue. Alcohol is not permitted outside the building or on the beach. **Not BYO.**

Bookings may not be available during the Christmas / New Year period or many Saturday nights during the Life Saving Club peak season (Dec – Mar).

No food is to be cooked at the venue. A kitchen is supplied with stove, oven, refrigerator, sink & dishwasher, for heating / storing food and for washing up of dishes etc.

BAR FACILITY

The Function Room (includes balcony) is a fully licensed area.

BYO is not permitted.

The Liquor License hours are:

Wed/Thurs	Friday	Saturday	Sunday
6pm to 9pm	5pm to 11pm	3pm to 12.00midnight	3pm to 10pm

The FLSC bar dispenses a varied range of packaged beer, mixers & wines. If you have particular liquor requirements that are not available over the bar, contact the Function Room Administrator at least fourteen (14) days prior to booking, to ensure your requirements can be arranged. The bar will close ½ hour prior to the function end time.

No drinking is permitted outside the function room, in the foyer, stairwell areas or outside the front entry including the car park and beach areas. Hirers risk losing their security bond if it is found that they, or any member of their party, have taken alcohol outside of the licensed area.

No alcohol is to be brought on to the premises. Club licence allows only, for alcohol to be sold over the bar, by the club. Liquor licensing rules apply.

Only people over the age of 18 years are permitted to consume alcohol. Proof of age must be presented upon request. The Club has the right to refuse the sale or consumption of alcohol to/by any intoxicated person, at the discretion of bar personnel or a club official.

All children under 18 years, still in attendance after 10pm, must remain seated and under parental supervision. Children under the age of 15 should not be upstairs without parental supervision and they are required to exhibit the appropriate behaviour. Children under the age of 13 are not permitted out on the balcony area unless accompanied and supervised by their legal parent or guardian. Children are not permitted to play in the entry and stairwell areas.

Alcohol (sealed or unsealed) may not be taken from, or brought on to, the premises at any time.

FUNCTION ROOM GENERAL CONDITIONS OF USE

1. APPLICATION TO USE

Application to use the Frankston Life Saving Club (FLSC) Function Room is to be made by the completion of an application & agreement form, reviewing the relevant documentation and signing the application & agreement form undertaking to comply with the Rules and Conditions of Use.

It is essential that the application form be filled out in the name of the person or organization paying the account in order for the security bond to be returned by mail to the correct name and address. All functions **MUST** be in the name of an adult over 21 years. The applicant must be aware that the person who signs the document is legally responsible for the condition of the Function Room and any damage that may occur.

2. BOOKING TIME

When a booking is made, the booking time requested must allow for, and include, setting up time as well as time at the conclusion of the function for packing up. Time required for setting up prior to a function, can be hired at the cheaper access rate of \$25 per hour.

For evening functions, the building will be closed at 12:00 midnight, or earlier as per the function agreement. The bar may be closed up to 30 minutes prior to the function end time, at the bar managers discretion. All events are to cease at the allocated function end time, (prior to the pack up time), when guests must be advised to vacate the premises and to leave the surrounding areas and car park quietly. We have neighbours very close by and we respect their rights. Invitations to guests should include the following 2 comments.

“This is a non-smoking venue.” and “As residents live nearby, please respect noise restrictions in and around this venue.”

3. CONFIRMATION OF BOOKING

Bookings will not be confirmed until the application form is completed, signed and returned to the Function Room Administrator, and the non-refundable deposit has been paid in full.

4. HIRE FEES

- **NON-REFUNDABLE DEPOSIT**

A non-refundable deposit of \$200.00 is to be paid on booking. On cancellation of a booking, the deposit WILL NOT be refunded.

The fees shall be in accordance with the schedule set out on the application form. The balance of fees must be paid not less than fourteen (14) days prior to use of the Function Room, unless the application is made within this time, upon which the fees are due and payable immediately.

- **BOND**

A Security Bond is paid for all bookings. The rate of bond charged will depend on the type of function intended and is to be paid along with the hire charge. The bond is held in trust as a guarantee of compliance with the Rules & Conditions of Use and is security against damage to the building, fittings or furniture, caused by the user. Should the rules or conditions **NOT** be complied with, the bond or part thereof will be forfeited and become the property of the Frankston Life Saving Club as liquidated damages.

The Security Bond is released only after the Function Room has been inspected and a report is made on its condition after each function. The refund will be forwarded within fourteen (14) days to the hirer by cheque.

IMPORTANT NOTICE

If payment is made at least two weeks prior to booking date, a cheque is acceptable.
Otherwise **CASH OR MONEY ORDER ONLY** will be required.

- **CLEANING FEE**

A cleaning fee of \$100 applies to functions and will be charged at the discretion of the Function Room Administrator. If any further cleaning costs are incurred they will be deducted from the bond.

5. REFUSAL TO LET

It shall be at the discretion of the Function Room Administrator and/or FLSC committee to refuse to hire the Function Room, and notwithstanding that the Room may have been already let or that these conditions may have been accepted and signed and the rent and deposit paid, the Function Room Administrator and/or FLSC committee, if they see fit, to cancel such letting and direct the return of the rent and deposit so paid, and the hirer hereby agrees in such case to accept same and to be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

6. CANCELLATION OF BOOKINGS

BY THE FRANKSTON LIFE SAVING CLUB – The FLSC reserves the right to cancel any booking and the FLSC accepts no liability whatsoever. However, should it be necessary for the FLSC to cancel any booking prior to the function being held, all fees paid to the Frankston Life Saving Club for the Function Room use will be refunded.

BY THE HIRER – Should any hirer desire to cancel a booking, the FLSC will not be liable to refund the hire fees paid unless the Function Room Administrator of the Frankston Life Saving Club is *notified in writing* to that effect at least twenty one (21) days prior to the booking date. **NOTE: The initial deposit is not refundable.**

7. USER'S RESPONSIBILITIES

- **CLEANING**

At the close of activities and before leaving the building, the hirer is required to clear away and bag up any remaining food rubbish, to empty any open beverages down the sink and to mop up any spillages. The user shall leave the kitchen in a clean and tidy condition and all fixtures and utensils in good order and condition. Caterers are expected to take away their own rubbish. This must be completed by the nominated closing time. All rubbish removal must be carried out quietly as residents live very close by.

FLSC hires contractors where necessary to clean the rooms, floors, rest rooms etc and to pack up tables and chairs following a function thus a cleaning fee of \$100 may also be charged. This will be at the discretion of the Function Room Administrator.

Should additional cleaning be required other than that which is normally expected to be carried out by our cleaning staff, the hirer will be required to pay all extra costs. This will be deducted from the Security Bond.

- **DAMAGE**

The Function Room user shall be responsible for the costs of repairing all damage to the building, fixtures, or fittings and contents (fair wear and tear accepted) incurred during the use of the Function Room.

The floors, walls, curtains or any other part of the building or any fittings or furniture, shall not be broken, pierced by nails, screws or staples or in any such manner or in any other way damaged. No notice, sign, advertisement, scenery, stage property, decorations, electric light installation or fittings of any kind shall be erected in the building, brought into the building or attached or affixed to the walls, doors or any other portion of the buildings fittings without prior consent of the Function Room Administrator. If consent is granted, these together with any catering appliances or fittings, shall be removed from the building on termination of the Function Room use. No hay or straw is permitted in the building

Note: Any extra insurance premium rendered necessary for the proposed use of the building, must be paid for by the Function Room user.

- **BEHAVIOUR**

As we occupy a shared facility with 'Waves' restaurant, offensive behaviour or language will not be tolerated. No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building (includes balcony), or surrounding areas. No standing / sitting on the balcony fence wires or railings, no throwing or bouncing of balls in the building, no throwing of any objects from the upstairs area to the beach is permitted.

Direction from club officials must be followed at all times for safety of all members & guests. If at any time, any person is asked to vacate the premises for any reason, they must do so immediately. Any grievances will be heard by the committee at a later date.

- **DRESS CODE**

No bathers, bare feet, wet or dirty clothing permitted. Sand must be removed from person and clothing prior to entering the upstairs facility.

- **BREACHES**

Any person committing a breach of any one or more of the Rules or Conditions of Use or of the Council's By-Laws relating to the building or noise is liable to be expelled from the building.

- **POLICE ATTENDANCE**

The hirer shall, when directed by the Function Room Administrator or a FLSC committee member, arrange for Police to be in attendance.

8. ENTERTAINMENT

- **MUSIC**

No live bands are permitted. A Jukebox or D.J. is permitted, with strict noise level controls. (Frankston Council condition).

No amplified music is permitted in the Function Room at anytime without first obtaining written approval from the FLSC Committee or the Function Room Administrator. FLSC may turn down the volume if required.

- **PERFORMING RIGHTS**

In the case of a dramatic or other performance of a concert, the hirer must not produce or perform or permit to be produced or performed any dramatic or musical work in infringement of the copyright or performing right of any owner of such right, or rights, and the hirer hereby indemnifies the FLSC against any claim for breach of copyright in connection therewith.

- **STORAGE OF EQUIPMENT/THEFT**

No personal property or equipment belonging to any hirer may be stored in the building without the prior written approval of the Function Room Administrator or FLSC committee.

Any such approval is subject to the individual/club accepting full responsibility for the loss, damage or misuse of the property or equipment. Under no circumstances will the FLSC accept any responsibility for such losses, irrespective of the circumstances.

9. SMOKING

Frankston Life Saving Club is a **non-smoking venue** and smoking is not permitted.

Smoking is banned from all parts of the building (including balcony). The area adjacent to the FLSC rear emergency exit, is designated for smokers (please use the litter receptacles provided). Please do not smoke in the entrance to 'Waves' restaurant. Hirers risk losing their security bond if it is found that they, or any member of their party, have been smoking on the premises.

10. BUILDING ACCESS

All authorized personnel (Council Officers, Cleaners, the Function Room Administrator, FLSC Committee Members), shall at all times, be entitled to free access to any and every part of the building at any time.

All visitors are subject to the rules of the club. Social guests upstairs do not have access to the downstairs operations area of the club unless accompanied by a club official.

• SECURITY

For security purposes, the front entry doors to the building may be locked from 10pm, while any function is in progress.

The hirer will arrange for security personnel on the door when the bar is in operation.

- minimum of 1 security person for up to 50 guests.
- minimum of 2 security persons for 50 to 100 guests.

(Should the FLSC be required to engage security staff, the hirer will be charged to cover those costs.)

• OBSTRUCTIONS

The hirer shall comply in every respect with the regulations under the Health Acts with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any other part of the building. Any person causing an offence against such regulations shall be removed from the building.

11. INSURANCE

The user shall not neglect to do, or permit to be done or left undone, anything which will affect the club's insurance policy or policies relative to fire or public risk in connection with the building and the user hereby agrees to indemnify the Frankston Life Saving Club to the extent that such policies are affected through any such act of commission or omission.

The FLSC has affected public liability insurance only in FLSC's name which provides some protection for public liability.

If the committee decides a requested use of the venue requires extra insurance then this is payable by the user.

12. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained in this document, the decision of the FLSC committee shall be final and conclusive.

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Sample of Bar prices. 2007 Bar Price List – (prices may vary after 2007).

Product	Price Per Item
Heavy Beer Carlton / Vic / Pure Blonde	\$5.00
Mid Strength Beer	\$4.00
Light Beer Cascade, Hahn, Stirling	\$4.00
Whiskey / Scotch & Cola	\$5.00
Whiskey / Scotch & Dry	\$5.00
Jim Beam (bourbon) & Cola	\$5.00
Cougar (bourbon) & Cola	\$5.00
Woodstock (bourbon)	\$5.00
Southern & Cola	\$5.00
Bundy (rum) & Cola	\$5.00
UDL Cans (Vodka)	\$5.00
Gin & Tonic	\$5.00
Midori & Lemonade	\$5.00
A O Cans Mixers (Vodka)	\$4.00
Cruiser (Vodka)	\$4.00
Lemon Ruski (Vodka)	\$4.00
Sub Zero (Vodka)	\$4.00
Pulse (Vodka)	\$4.00
Bacardi Breezer (rum)	\$4.00
Lemon, Lime & Bitters	\$3.00
Red Wine Glass	\$4.00
Red Wine Bottle	\$16.00
White Wine Glass	\$4.00
White Wine Bottle	\$16.00
Champagne Glass	\$4.50
Champagne Bottle	\$18.00
Can of soft drink	\$2.00