



## FRANKSTON LIFE SAVING CLUB INC (THE CLUB)

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

1. The Function Room
2. Balcony (to the inner fence)
3. 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 document and seek clarification if any section is unclear. This will ensure that there is no misunderstanding on the part of the hirer and that penalties will not be incurred through misinterpretation of this document.

### 1. APPLICATION TO USE

Application to use the Frankston Life Saving Club (the Club) Function Room is 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.

**Note:** It is essential that the application form be filled out in the name of the person or organization paying the account in order for invoices to be mailed to the correct name and address.

Application forms can be obtained from:

The Bookings Officer  
Frankston Life Saving Club Inc.  
PO Box 1041  
Frankston Vic 3199  
Ph. 0400 223 682  
E: [functionroom@frankstonlsc.org.au](mailto:functionroom@frankstonlsc.org.au)  
[www.frankstonlsc.org.au](http://www.frankstonlsc.org.au)

### 2. CONFIRMATION OF BOOKING

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

### 3. NON-REFUNDABLE DEPOSIT

A non-refundable deposit of \$200 is to be paid on advice that the requested function is acceptable and the nominated date and time is available. On cancellation of a booking, the deposit WILL NOT be refunded.

### 4. FEES

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

Unless stated otherwise, all amounts quoted are inclusive of Goods and Services Tax (GST).

### 5. BOOKING TIME

When a booking is made, the booking time requested must allow for and include setting up and time for cleaning. Extra time required for setting up prior to a function and for cleaning up after will incur an access fee.



## 6. 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.

## 7. CANCELLATION OF BOOKINGS

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

BY THE HIRER – Should the hirer desire to cancel a booking, the Club will not be liable to refund the hire fees paid unless the Secretary of 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.

## 8. CLEANING AND USER'S RESPONSIBILITIES

Unless otherwise arranged with the Club, the hirer must remove all decorative material immediately after the close of the function and before the end of the allocated booking time. 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.

## 9. CLOSE OF FUNCTION

All functions held at the FLSC Function Room must conclude by the time set out in the Application & Agreement form and the premises vacated within 30 minutes of that time.

## 10. CONFECTIONERY

Ice-cream, chocolate, or refreshments of any kind whatsoever will not be permitted to be sold in the Function Room without written permission first being obtained from the Club.

## 11. DAMAGE AND THE USER'S RESPONSIBILITIES

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 Club. 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.

## 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.



### 13. DISORDERLY 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 area). 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.

### 14. FIRE ACCESS

All authorized personnel (Council Officers, cleaners, Club Officers and Committee members) shall, at all times, be entitled to free access to any and every part of the building.

### 15. 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 Club to the extent that such policies are affected through any such act of commission or omission. The Club has affected public liability insurance only in its name which provides some protection for public liability. If the committee decides a requested use of the venue requires extra insurance then the premium is payable by the user.

### 16. KITCHEN FACILITIES

The hirer and any contractors engaged by the hirer shall leave the kitchen in a clean and tidy condition and all fixtures and utensils in good order and condition, and immediately remove all rubbish, refuse and waste water. If this is not done, the Club reserves the right to charge the user for any extra costs incurred.

### 17. LIQUOR

The Function Room is a fully licensed area during restricted hours. BYO is not permitted. The Liquor License hours are displayed in the premises and are available on request. A requirement for bar service outside of the licensed hours will require a special license. A minimum of 3 months notice is required to obtain a special license. All costs incurred in obtaining a special license are to be met by the hirer.

**Note:** Alcohol (sealed or unsealed) is not to be taken from the designated Liquor Licensed upstairs Function Room area at any time.

### 18. OBSTRUCTIONS

The hirer shall comply in every respect with the regulations under the Health Act 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.

### 19. 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 Club against any claim for breach of copyright in connection therewith.

**Note:** No amplified music is permitted in the Function Room at any time without first obtaining written approval from the Club. The Club may turn down the volume if deemed necessary.



#### 20. POLICE ATTENDANCE

The hirer shall, when directed by the Club, arrange for Police to be in attendance.

#### 21. PROTECTION OF FLOORS

The hirer shall see that caterers and the like especially protect the floors from stain or other damage by covering the floor with suitable rugs or other coverings approved by the Club. The hirers shall not apply any substance on the floor such as wax, resin, oil, or leave or allow to be left any dirt, grime or spillages, etc.

#### 22. REPTILES, BIRDS OR ANIMALS

No birds, reptiles or animals are allowed in the building or its surrounds without the approval of the Club.

#### 23. REFUSAL TO LET

It shall be at the discretion of the Club 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 Club, 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.

#### 24. SEATING CAPACITY

The hirer's attention is drawn to the maximum number of persons permitted by the Health Department. Seating supplied is for banquet style functions. Hirers must supply any extra tables or seating required as long as the number of people attending the function does not exceed the maximum seating capacity of 100.

#### 25. 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 the front entrance is designated for smokers (please use the litter receptacles provided). Please do not smoke in the entrance to 'Waves' restaurant.

#### 26. STORAGE OF EQUIPMENT/THEFT

No personal property or property belonging to either a casual or permanent hirer may be stored in the building without the prior written approval of the Club. Any such approval is subject to the individual/organisation accepting full responsibility for the loss, damage or misuse of the equipment. Under no circumstances will the Club accept any responsibility for such losses, irrespective of the circumstances.

#### 27. RESPONSIBILITY FOR FUNCTION VENUE HIRE

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.



## 28. NON-PERMITTED ACTIVITIES

It should be noted that the following activities are not permitted in the building:

- No hay or straw is permitted
- No confetti is to be used in or around the building
- No application of any substance, including wax is permitted in the building
- No sparklers are permitted
- No under age drinking is to take place in the building
- No smoking in the building (includes balcony)
- No liquor (opened or unopened) is to leave the Liquor license area
- No person is permitted outside the inner fence line of the balcony area
- 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 or onto the roof of the level below.
- No bathers, bare feet or wet clothing permitted. Appropriate clean, dry clothing and footwear must be worn at all times, when in the upstairs training and social area. Sand must be removed from person and clothing prior to entering the upstairs facility.



## HIRING RULES

- 1 No live bands. (A Jukebox or D.J. is permitted, with strict noise level controls).
- 2 The venue is not available for 18<sup>th</sup> or 21st birthday parties, or similar type of functions. (Requests from long serving FLSC members will be considered at the committee's discretion).
- 3 All events are to cease by midnight. Guests must vacate the premises and surrounding areas quietly within 30 minutes. We have neighbors and we respect their rights.
- 4 All invitations to guests must include the following 2 comments:
  - a. "This is a non-smoking venue." And
  - b. "As residents live nearby, please respect noise restrictions in and around this venue."
- 5 The Club bar dispenses a varied range of packaged beer, mixers & wines. If you have particular liquor requirements that are not available over the bar, discuss your requirements with the Club prior to booking to ensure your requirements can be met.
- 6 No consumption of alcohol is permitted outside the function room, in the foyer, stairwell areas or outside the front entry including the car park and beach areas.
- 7 Liquor licensing rules apply.
  - a. No alcohol is to be brought on to the premises. The Club licence allows only, for alcohol to be sold over the bar, by the club.
  - b. Only people over the age of 18 years are permitted to consume alcohol. Proof of age must be presented upon request.
  - c. 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.
- 8 All guests and non-members are required to complete and sign the guest register upon entry to the upstairs function room unless they are guests of a pre-booked function. Guest register receipts must be produced upon request of a club official. 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.
- 9 Bookings may not be available during the Christmas / New Year period or most Friday & Saturday nights during the Life Saving Club peak season (Dec – Mar).
- 10 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.
- 11 All children under 18 years, still in attendance after 10pm must remain seated and under parental supervision.
- 12 Children under the age of 15 years should not be upstairs without parental supervision and they are required to exhibit appropriate behaviour. Children under the age of 13 years are not permitted on the balcony area unless accompanied and supervised by their parent or legal guardian.
- 13 Children are not permitted to play in the entry and stairwell areas.
- 14 Applications for use may be obtained from:

The Bookings Officer  
Frankston Life Saving Club Inc.  
PO Box 1041  
Frankston Vic 3199  
Ph: 0400 23682  
E: [functionroom@frankstonlsc.org.au](mailto:functionroom@frankstonlsc.org.au)  
[www.frankstonlsc.org.au](http://www.frankstonlsc.org.au)
- 15 Upon receipt of an application or enquiry, the Club will determine the suitability of the function, whether the date might be available and the amount of hire fee to be paid.
- 16 A booking will not be considered by the Club until the club has received the completed and signed application forms. Verbal arrangements are not considered as a booking and a date when indicated as available will only be held for (7) seven days from the initial enquiry.
- 17 Bookings will only be confirmed by the Club in writing.
- 18 The balance of all hire fees must be paid 14 days prior to the function taking place.