

Moreton View Tower and Villas

Use of conference room and BBQ facilities for a private function



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Notes:

1. Resident

Reference to Resident means the person making the booking and who has signed the *Booking Form and Indemnity*.

2. Approval

This procedure was released for comment by owners/residents following the Body Corporate Committee Meeting held 10th November 2009, and endorsed at the meeting held 2 March 2010.

3. Terms of Reference

The procedures documented herewith are related to the exclusive use of the Conference Room and BBQ facilities for a private function by a resident. They do not apply to those situations when a resident may choose to go alone or with other members of the household to use the facilities without a booking. In these cases it is expected that the facilities would be left in a clean and tidy manner, and should there be any breakages or damage to the common property, that they be reported to the Building Manager as soon as possible.

4. Review:

This process is to be reviewed and a report prepared for the Body Corporate Committee no later than 28th March 2011. The review is to take account of experience with room usage over the period of use and analysis of incidents and issues.

Introduction

The MVTV Conference Room is located on the fourth floor of Moreton View Tower and Villas (MVTV). The Conference Room includes a data projector and screen. The BBQ facilities are located on both the north side and the south side of Level 4. Typically, only one of the BBQ areas is booked for a private, exclusive-use function at any one time to allow other residents to use the facilities on a more casual basis. The Conference Room may be booked alone or in conjunction with the north side BBQ facilities.

Who may use the facilities

The Conference Room and BBQ facilities are available for use by:

- The Body Corporate for Body Corporate functions

- Groups of residents for MVTV community activities (defined as activities involving a majority of persons attending being residents of Moreton View Tower and Villas)
- Individual residents and resident owners for functions for their family and/or friends.

The facilities are **not** available for use by third parties who are not resident in the building, including non-resident owners. They are not available for company functions.

EXCLUSIVE USE BOOKINGS

Making a booking

The Conference Room and BBQ facilities may be used by a MVTV resident for their exclusive use only after booking with the Building Manager using the MVTV *Booking Form and Indemnity*. The Resident booking the room will be required to sign an indemnity in the terms included in the attachment to this document.

Deposit

- A deposit of \$200 by cash or cheque will be required to be lodged at the time of booking. The booking cannot be held without payment of the deposit.
- The deposit is refundable if the room and/or BBQ facilities are left without damage and clean and tidy in their before-usage condition. Otherwise, the deposit will be applied towards repairs and/or cleaning after the function.
- At the discretion of the Building Manager, this deposit may be waived for functions that involve small numbers of people and/or no food or beverage, or for functions hosted by the Body Corporate.

Planning your event

When planning an event, please liaise with the Building Manager and keep the following in mind:

- Bookings are made on a 'first come-first served' basis, taking into account regular bookings such as the MVTV Sausage Sizzle and the MVTV Body Corporate Committee meetings.
- The Conference Room is not available for individual use on days/evenings of an event of major interest to residents such as a major sporting event, as the room is then made available for all residents to watch the event on the large screen in the Conference Room.
- Reservations involving a series of booking dates will only be made available for Body Corporate or MVTV community group functions.
- A series booking cannot be made for the Conference Room on Tuesday evenings unless the Resident acknowledges that the room will not be available on those Tuesdays when a Body Corporate Committee meeting is held.
- A series booking cannot be made for the south-side BBQ facilities on Friday evenings unless the Resident acknowledges that the facilities will not be available on those Friday evenings when the MVTV Sausage Sizzle is held (typically the first Friday of each month).

Responsibility

The Resident booking the room will be held accountable for:

- the behaviour of guests, and ensuring guests do not disrupt other residents through their behaviour
- any damage or losses that occur to the common property associated with the use of the facilities.

ADMINISTRATION PROCESS

1. Role of the Building Manager

1.1 On receipt of a request from a Resident to book the room, the Building Manager will:

- provide copy of the *Booking Form and Indemnity* to the Resident
- advise on availability of the room
- receive the completed *Booking Form and Indemnity* from the Resident
- receive and receipt the deposit of \$200
- provide a copy of the signed *Booking Form and Indemnity* to the Resident and file the original signed copy
- where the function is an evening function, advise the Precinct Security Officer of the function and the expected time of conclusion.

On the day of the booking, the Building Manager will:

- inspect the state of the room/facilities with the Resident who has made the booking to agree on prior condition
- place a notice on the door advising the date and time that room/facilities are booked.

1.2 At the conclusion of the booking the Building Manager will:

- inspect the room and/or facilities that were booked and address any issues with the Resident
- if required, arrange for the cleaning contractors to clean the facilities and/or any damages to be repaired, and deduct this cost from the deposit, returning any balance to the Resident
- if no cleaning or repairs are needed, return the deposit in full, receiving written acknowledgement of cash returned.

1.3 In the event that problems occur during a booking, the Building Manager will:

- if considered safe to do so, approach the Resident seeking cooperation in addressing the issue

- where any doubt exists regarding personal safety, and particularly at night or where alcohol is served, contact the Precinct Security Officer to accompany the Building Manager in an approach to the Resident
- where things appear to be out of control or there is reasonable concern for safety, the Building Manager and/or the Precinct Security Officer should call the Police Emergency on 000.

2. Role of the Resident making the booking

2.1 Prior to the day of the booking, the Resident is to:

- read, acknowledge and complete the *Booking Form and Indemnity*, and submit this to the Building Manager
- pay a deposit of \$200 to secure the booking—the booking cannot be held without payment of the deposit
- retain a copy of the signed *Booking Form and Indemnity*
- ensure guests are aware of parking regulations at Dockside and how to access the room and/or facilities.

2.2 On the day of the booking, the Resident is to:

- inspect the state of the room with the Building Manager to agree on prior condition
- provide necessary crockery, cutlery, glasses etc
- be present at the function as the host for the duration of the function, in order to supervise guests' usage and behaviour
- adhere to the conditions of the booking (see *Booking Form and Indemnity*)
- cooperate with the Building Manager and/or the Precinct Security Officer in the event of any problems.

2.3 At the conclusion of the booking the Resident is to:

- leave the room and/or facilities in a clean and tidy manner as they were when the function commenced—if an evening event, this is to be completed by 9am the following morning, and if a daytime event, within two hours of the event completion
- inspect the room and/or facilities that were booked and address any issues with the Building Manager
- collect and provide written acknowledgment of the deposit if appropriate.

Booking Form and Indemnity

Resident Name	
Unit Number	
Function Description	
Function Location	<input type="checkbox"/> Conference Room <input type="checkbox"/> North-side Barbeque <input type="checkbox"/> South-side Barbeque
Function Date and Time	
Deposit Paid	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque

Acknowledgement

The Resident (defined as the person booking the room) acknowledges and agrees to the following usage terms:

1. **Hours of use:** Evening functions must conclude so that all guests have vacated the outdoor common property no later than 10pm. Use of the Conference Room may be extended beyond this time to 11pm provided that the doors are closed and that there is no disturbance—for example by noise—to other residents.
2. **Presence of Resident:** The Resident who makes the booking and signs this *Booking Form and Indemnity* is to remain at the function for the full period of the function.
3. **Damage:** The Resident is responsible for any damage that occurs and is to pay to the Body Corporate the cost of remedying any damage that occurs during usage. The deposit fee is intended to cover reasonable cleaning if required and is not to be taken as a limit of liability. Prior to the function the Resident is responsible to draw to the attention of the Building Manager any prior damage and jointly note any items identified on this booking form.
4. **Behaviour of guests:** The Resident is responsible for the behaviour of all people using the room and/or facilities during the period of the booking and whilst the guests are on Moreton View Tower and Villas property.
5. **Safety of guests:** The Resident is responsible to ensure that guests are advised of Emergency Evacuation Procedures and is to supervise guests' evacuation in the event of an emergency in the building.
6. **False alarms:** Should the emergency services be called as a result of activity of the Resident or guests and a false alarm fee is charged to Moreton View Tower and Villas, the Resident is responsible to reimburse this fee in full.

7. **Escorting guests:** The Resident is to arrange for guests who are not resident in the building to be met at the foyer door and escorted to the event and to be escorted back to the foyer door on departure.
8. **Number of guests:** The maximum number of guests is 80.
9. **Security:** Where alcohol is served and:
 - a. more than 40 guests are to attend a function **or**
 - b. the majority of the guests are under 25

the Resident is to arrange at his/her expense for a licensed security officer to be in attendance for the full period of the function.

This provision is not mandatory for functions organised by the Body Corporate.

10. **Alcohol:** Where alcohol is served:
 - a. it is not to be sold to guests
 - b. it is not to be served to guests under 18 years of age
 - c. the Resident is to supervise guests' consumption to moderate levels
 - d. it may **not** be taken into the pool or sauna areas under any circumstances.
11. **Smoking:** Smoking is not permitted on any part of the common property, including the conference room and outdoor areas such as the BBQ area.
12. **Car park:** The Resident is to advise guests that there are limited visitor car parking spaces available in the visitors' car park and is to ensure that guests do not park in a manner that will block other visitors' cars. Illegal parking either in the visitors' car park or the street can also cause vehicles to be fined or towed.
13. **Noise:** The provisions of By Laws 1 and 42 are to be strictly observed—that is, the Resident must take reasonable steps to ensure that invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.
14. **Pool and Sauna:**
 - a. No glass is to be taken into the pool or sauna areas.
 - b. No food or alcoholic drink is to be taken into the pool or sauna areas.
 - c. Guests under the age of 15 years who use the pool and sauna areas must be supervised by an adult at all times.
15. **Gym:** The Gym and its equipment are not to be used under any circumstances by the Resident or their guests during a period of a booking.
16. **Cleaning:** The room and/or facilities are to be cleaned and left in the same condition as it was handed over to the Resident prior to the function. Cleaning is to be completed:
 - a. by 9am on the morning following the booking for evening bookings
 - b. within two hours of the conclusion of the booking for daytime bookings.
17. **Rubbish:** All rubbish is to be bagged and taken down to and placed next to the rubbish receptacles in the north-side car park on Level 1 (Ground Floor).
18. A breach notice may be issued to the resident and/or owner if unacceptable noise and/or inappropriate behaviour are reported as causing nuisance to other residents.

Indemnity

The Resident indemnifies the Building Management and/or the Body Corporate against any claim, action, damage, loss, liability, cost, charge, expense, outgoing, or payment which arises as a result of the use of the Conference Room and/or BBQ facilities and adjacent pool, sauna and toilets by the Resident (and including any guests) and which the Building Management and/or Body Corporate suffers, incurs or for which the Building Management and/or the Body Corporate is liable.

I acknowledge that I have read and understand the conditions and indemnity and I agree to be bound by them.

	Witnessed by the Building Manager
Resident's Signature	Building Manager Signature
Name :	Name:
Lot No:	
Date:	

Record of prior damage noted during the key handover inspection.