

Policy & Procedures for using the Elena
Cinema and Dining Room (Booking Amenities)

Introduction

Elena Complex offers a number of amenities for residents for enjoyment and entertainment. Some require booking such as the dining room and the cinema (“Booking Amenities”) whereas other amenities do not such as the gym and the outdoor pool.

For Booking Amenities, it is key to make their access safe, equitable and available to all residents who desire to use them. This will enhance the sense of community and respect amongst all residents. From 1 November 2022 the following Policy & Procedures will apply. (NB. All bookings will start anew from this date to ensure they comply and that all residents start from the same point. Users who previously held bookings will need to book again pursuant to the new rules.)

Policy & Procedures

1. General Rules concerning use and supervision

Please note,

- Only people who are resident at Elena and who are named as the lease-holder or lot owner may make a booking. (Referred to below and above as ‘Users (residents)’)
- Amenities are for private residential use only and are not to be used for work/business functions or commercial purposes.
- All children under the age of 16 must be supervised by an adult when using the amenities
- All external guests must be accompanied by a resident of the building and should not be unsupervised.
- There is strictly no smoking of any kind (including but not limited to tobacco, vaping, or other substances) in the amenities or on common property. Residents and guests are to leave the premises and stand away from any area in which smoke may flow back into the building.

2. Deposit Bonds

All users (residents) who wish to book the Booking Amenities are required to pay a deposit bond of \$500 per Lot for the use of the Booking Amenities. To pay the deposit bond: users (residents) should email Acumen Strata Management (info@acumenstrata.com.au) to request deposit details.

NOTE: Deposit bonds are for the purpose of protecting the Booking Amenities and may be used toward additional cleaning/repairs if the amenity is left unclean or damaged. They may also be put toward the payment of a fire-alarm call out fee. (See further below.) Deposit bonds will be held in the Owners Corporation Trust Account for future bookings, or can be refunded after each booking. Requests for refunds should be directed to the Strata Manager. (Please note that repeated and frequent bond deposit/refund transactions by an individual may in the future be subject to a small transaction fee subject to further consideration by the Strata Committee).

3. Making a reservation

The use of the Booking Amenities requires a user (resident) to make a booking using the MyBos booking system. The booking slots are split in the following format with three possible sessions per day:

- 8.00am – 12.00pm
- 12.30pm - 5.30pm
- 6.00pm - 11.00pm

Use of the booking amenities is not permitted outside these hours under any circumstances.

Notwithstanding reservation periods, users and guests are required to abide by all Council noise restrictions.

ONE time slot = ONE Amenity

4. Number of Requests at a time

To maintain a level of equity and enjoyment for all residents,

- 1) Users (residents) will be limited to FOUR time slots during a two-month period and cannot book more than two-months in advance.
- 2) Users (residents) are only permitted to book ONE *high-peak period time slot* (see below) per month to provide equity in access to highly sought-after times to other residents.
- 3) Special calendar events such as the following will not be available for private bookings (see below).

5. High peak period

The Booking Amenities have a higher demand from users at certain times of the week. These are identified as:

- Friday, 6.00pm-11.00pm
- Saturday, 12.30pm - 5.30pm
- Saturday, 6.00pm - 11.00pm
- Sunday, 8.00am - 12.00pm
- Sunday, 12.30pm - 5.30pm

Residents may book ONE peak period time slot per month.

6. Approval by Building Manager

The user (resident) making the booking must select the date and time slot shown as available in the MYBOS booking system and submit a request. The Building Manager will receive the notification and approve or reject the request based on the current Policy & Procedure. If available, a request will generally be approved on the same day if received before 1pm on a business day or the next day if after 1pm or outside of business hours. If a request takes place on a weekend it will generally be approved on the next working day. (Barring extenuating circumstances).

Please note that if there is a special event for which a booking needs to be made more than two months in advance (e.g., a birthday, wedding, anniversary, etc.), the resident should contact the Building Manager directly to discuss. Advance bookings of this nature would be subject to the Building Manager and Strata Committee's approval, and cannot be for multiple dates. They would still need to be confirmed through MYBOS after discussing with the Building Manager. These will be considered on a case-by-case basis.

7. Special Calendar Events

Special calendar events will not be available for private bookings. These dates will be saved for community interaction in the amenities whereby Community events may be organised by the Strata Committee and community members for these days. (For example, a resident mother's day breakfast, a father's day lunch, a Chris Cringle event, a community children's easter egg hunt, etc.) The amenities will not be open to the public. Special calendar events include:

- Christmas Eve (24 December)
- Christmas Day (25 December)
- Boxing Day (26 December)
- New Years Eve (31 December)
- New Years Day (1 January)
- Australia Day (26 January)
- Easter Day (April)
- Mothers and Fathers Days
- Or as otherwise determined from time to time by the Strata Committee

While we acknowledge people may be disappointed they cannot host their own private functions on these dates in the Booking Amenities, the decision is based on the need to avoid conflict amongst residents, to build a connected community, and to protect our amenities during these special times. These periods often also involve resident children enjoying the facilities, and their safety is always a priority.

8. Number of people permitted in a Booking Amenity at a time

To avoid risk of excessive wear and tear and/or damage to the amenities, and/or to peoples' safety (for example in the event of a fire), the number of people in the amenities at any one time must be limited as follows:

Theatre: 15 people

Dining room: 14 if seated; 20 people if standing

9. Looking after the amenities (Deposit bonds, cleaning, damage, limits on number of people in an amenity)

It is important for residents and their guests to take responsibility and pride in keeping the amenities in a clean state and not to cause any damage. The user (resident) who has made the booking is responsible for cleaning up the amenity they have used (the cinema/dining room) before vacating and ultimately for any damage caused to the amenity.

If additional cleaning or repairs are required following use of the booking amenities, the deposit bond paid by the user who made the booking will be used to cover the associated costs. This will apply *whether the cleaning issue or damage is caused by the user who made the booking or their guest(s)*. This may include for example:

- Insufficient cleaning/food or mess left on any surface areas (e.g., tables, chairs, floors, benches, fridges, cupboard areas) or floors
- Broken glass
- Other spills/damage that have not been cleaned.

If the cost of damage exceeds the \$500 deposit, the user (resident) who made the booking or ultimately the lot owner, is responsible to pay any outstanding difference. If they refuse to cover the excess costs, the user will be banned from using the amenities until the cost is recovered, and further action may be taken by the Strata Manager to recover the costs from the user who made the booking or the lot owner where the premises is tenanted. Note - this includes whether it was the lot owner who used the facilities/caused the expense, or whether it was a tenant or guest who has caused the expense.

Quotes will be obtained depending on the severity of the work required, and the approved quote will be made available to the user on request. The Owners Corporation reserves full discretion to approve its preferred quote.

It is expected that the user (resident) who made the booking will report any damage caused by them and/or their guests. Failure to do so may result in a ban or exclusion period for future booking.

In case this does not occur, users (residents) who have booked the amenity should in every case check when they enter the amenity if it has been left unclean or damaged from the previous booking and are expected to report it immediately to Building Management with photo evidence to support at the start of any booking they have. (Photo proof is required).

Note that rooms are monitored via security cameras, and that can be checked to establish who is responsible for any cleaning issues or damage.

10. Fire Alarms

Please take special care regarding not setting off a fire-alarm in the theatre or dining room. Fire alarms can be set off by anything that breaks a beam of light, including for example, smoke from popcorn, cooking foods, candles, aerosols (e.g., deodorant), any other kind of smoke/mist. **Call out fees for the fire-brigade to attend an alarm can be upwards of \$1500-1800, and will unfortunately have to be borne by the user (resident) who made the amenity booking when they or their guests are responsible for setting off an alarm due to their actions.** Where an alarm is set off the BOND will be forfeited, and the remaining costs will be recovered by the Strata Manager from the user (resident)/lot owner.

11. Additional consequences for misuse

When a user (resident) who made the booking or their guest is found to have breached the rules of booking the amenities or the Elena By-Laws, or when a user (resident) or their guest has caused damage to the amenities or common property they will be banned from booking the amenities for a minimum 8 weeks and additional bonds may apply for future bookings.

12. Difficulties with bookings or access

Where access fobs fail outside of the Building Manager's hours unfortunately, there is no guarantee that access will be possible.

Any difficulty with bookings or with access to a booked amenity should be discussed with the Building Manager.

To assist with access, a key-box system may be implemented by the Building Manager to provide back-up fobs if possible. Strata Committee members may also assist if they are on the premises but as volunteers are not required or expected to be on call. All residents should be aware that there may be occasions when no strata committee member is available to assist.

The Owners Corporation and its Strata and Building Managers take no responsibility for any losses incurred as a result of an inability to access the Amenities.

The Owners Corporation also takes no responsibility for any factors outside of its control that interfere with the use and enjoyment of the Amenities, including the misuse of the facilities by previous users.

These rules are subject to change at the discretion of the Strata Committee, and as resolved at a Strata Committee meeting.