

Lord Wellington Club Welcome Letter and Information Pack

January 2024



Contents

Welcome Letter	1
Contacts	2
Access to and use of LWC Facilities	3
Issue of and Responsibility for Access Fobs to LWC Facilities	4
Use of Fobs to Access Facilities of the LWC.....	5
Annual Facility Fob access	5
Issues Arising with Fobs, including Lost or Faulty Fobs	5
De-activation of Fobs for Violation of Any of the Terms and Conditions of Entry or the LWC Rules and Conditions of Use	6
Re-activation of Fobs	6
Liability for Damage	6
Pools and Spa	7
Rules and Conditions of Use for East and West Pools and the Spa.....	7
Rules and Conditions of Use for the Gymnasium and Sauna	8
Additional Rules and Conditions of Use — Gymnasium.....	9
Additional Rules and Conditions of Use — Sauna	10
Additional Health and Safety Considerations	10
Exiting the Gymnasium	11
The LWC Lounge	12
The LWC Lounge Hours.....	12
How to Book the LWC Lounge for Exclusive Use	13
Rules and Conditions of Use — the LWC Lounge	13
The LWC Lounge General Usage Rules	13
The LWC Lounge Booking Rules.....	13
The LWC Lounge Functions and Gatherings Usage Rules.....	14
The LWC Grievance – Dispute Resolution Policy	16

Welcome Letter

The Board of Directors of the Lord Wellington Club Pty Ltd (the LWC) has pleasure in introducing the LWC facilities to you through this letter of welcome and the information that accompanies it.

The LWC is a proprietary company limited by shares, of which all those issued are held by the Owners Corporations (OCs) of 201 and 211 Wellington Parade South, and 1, 2–6 and 8 Wellington Crescent, East Melbourne, which together with the LWC make up the Wellington Gardens precinct.

The LWC exists solely to own, supply, manage and maintain facilities for the benefit of owners and occupants of apartments within the Wellington Gardens precinct, and their families and visitors. These facilities include two swimming pools (the East Pool and the West Pool), a gymnasium, the East Pavilion, a sauna, a spa, toilets, showers and change rooms, a lounge and gardens.

The LWC is governed by a Board of Directors. These Directors, who are volunteers, are appointed at each Annual General Meeting of the LWC. Each of the five OCs nominates two Directors for appointment to the Board. Each of the OCs also appoints one Shareholders' Representative to represent it at general meetings (including the Annual General Meeting) of the LWC.

The LWC contracts a professional manager to administer its general affairs.

The LWC facilities exist for your use and enjoyment. Access and use of the LWC facilities is subject to compliance with the LWC's Rules as set out in this information pack. These rules exist for the safety and protection of all users of the LWC facilities and are strictly enforced.

The West Pool and spa, Gymnasium, Sauna and the LWC lounge are located to the west of the Wellington Crescent roundabout. The East Pool and the East Pavilion are located to the east of this roundabout. Toilets, showers and change room facilities are also provided.

As shared amenities, the use of all LWC facilities is regulated as detailed in the accompanying documentation. In utilising the facilities, users are required to abide by these regulations and to be mindful of any State Government health regulations regarding common area facilities such as swimming pools, lounge and gymnasium and be respectful of your fellow residents within the Wellington Gardens complex.

Entry to the LWC facilities is by an authorised proximity touch fob. As part of general property maintenance scheduling, each fob is networked to monitor facility usage. The fobs are programmed to comply with the prescribed opening and closing hours of the facilities. These fobs are assets of your apartment in much the same way as standard door keys.

Please enjoy the facilities of the LWC. We hope you will also take an interest in its affairs through participation in your OC.

Board of Directors

Lord Wellington Club

Contacts

LWC Administrative Manager:	MBCM City
Postal Address:	P.O. Box 340 East Melbourne Vic 3002
Phone:	03 9415 8800
Email:	lwc@mbcmcity.com.au
SECURITY: Phone:	Nobile Protection Services (NPS) 1300 656 154 or 9468 8888
ACCESS FOBS:	lwc@mbcmcity.com.au
LOUNGE BOOKINGS:	lwc@mbcmcity.com.au
MAINTENANCE & CLEANING ISSUES:	lwc@mbcmcity.com.au

Access to and use of LWC Facilities

Access to all facilities of the LWC and the Jolimont Road gates is by use of an authorised access fob. It is governed by the Rules and Conditions of Use for these facilities and any relevant State Government health regulations.

Use of all facilities of the LWC is only for owners, residents and their families and visitors.

Users of the Gymnasium who are under the age of 16 years and users of all other LWC facilities who are under the age of 14 years must always be actively supervised by a responsible adult.

The opening hours are:

East and West Pool: 6:00 am to 10:00 pm

East Pavilion: 6:00 am to 10:00 pm

LWC Lounge: 6:00 am to 11:00 pm; no entry after 10:45 pm

Gymnasium: 6:00 am to 11:00 pm; no entry after 10:45 pm

Use outside these hours is not permitted so that other residents are not adversely affected.

Most of the LWC facilities are recorded continually and monitored on CCTV for the safety and security of residents and visitors. The LWC CCTV Surveillance Camera Policy can be viewed on the LWC website.

To ensure the security of the facilities is not compromised, security entrance doors and gates must not be left open or unattended at any time. Access fobs must be used to gain entry.

By using your authorised fob to gain entry to any facility of the LWC you agree to observe and abide by the terms and conditions of entry and the Rules and Conditions of Use Terms in respect of such facility as set out in the Welcome Letter and this Information Pack or as otherwise advised to you by notice posted in, upon or adjacent to any of the facilities or on the LWC Website.

You further agree to abide by any relevant State Government health regulations in existence at the time of using the facilities, including social distancing, wearing of masks, personal hygiene or cleaning of facilities. If you access the facilities without adhering to these regulations, your fob access may be restricted at the discretion of LWC.

Anyone identified as allowing an unrelated person (i.e., someone other than a resident or their invited guest) into the facilities using their fob will breach the Terms and their fob could be deactivated immediately without notice. It is the responsibility of all users to ensure the use of their fob is only for residents and their invited guests. Residents must not allow unknown persons or strangers to access the facilities, in any circumstance.

Fob users further agree that they are responsible for compliance with the LWC's rules by any family member, resident or visitor to whom access is granted via the use of the fob.

The LWC has the right to restrict access to the facilities to any person who violates any of the LWC's Rules and Conditions of Use, and to de-activate the fobs issued in respect of the relevant apartment.

Depending on the severity and nature of a breach of use of the facilities, if the LWC Board in its absolute discretion, and after due investigation deems a restriction of fob use is warranted, will advise the user of fob deactivation.

Fob reactivation is subject to, at the discretion of the LWC Board:

- payment of the fob reactivation fee (\$320).
- reimbursement of any costs incurred by the LWC in connection with a breach of the LWC's rules of access, such as the costs of obtaining and reviewing security CCTV footage.

All users of the LWC facilities and equipment do so at their own risk and sole responsibility. There is no lifeguard on duty at either pool or attendant at the gymnasium.

The LWC is not responsible for any injuries incurred or for any loss or damage to, or theft of, items that are the property of persons using any of the facilities.

Users of the facilities must be considerate of and courteous to others. No verbal or physical abuse or inappropriate language will be tolerated.

Issue of and Responsibility for Access Fobs to LWC Facilities

To ensure the security of the facilities is not compromised, security entrance doors and gates must not be left open or unattended at any time. Access fobs must be used to gain entry.

Fobs may only be used for purposes consistent with the governance documents of the LWC, namely for the benefit of owners or occupants of apartments within the Wellington Gardens precinct, their families and visitors and upon and subject to the terms, conditions and rules from time to time prescribed by the LWC Board of Directors.

Two fobs are allocated to each apartment. Fobs may only be collected by, or upon the written authority of, the apartment owner or the duly authorised agent of the apartment owner — see procedure below. Fobs will not be sent by mail.

The apartment owner is and remains responsible for all fobs allocated in respect of the relevant apartment.

An owner whose apartment is leased may inform the LWC Administrative Manager of the particulars of the tenant or tenants, but this does not absolve the owner of responsibility for the associated fobs and their usage. If the fobs registered to an apartment are deactivated as a consequence of a tenant's breach of the LWC's Rules, the fob reactivation fee will be payable by the apartment owner. It will then be up to the apartment owner to recover the reactivation fee from their tenant.

Non-resident owners who have leased out their property with rights to the tenants to use the facilities of the LWC, and who reside within greater Metropolitan Melbourne, may apply for an additional fob free of charge to enable them to make use of facilities. Additional fobs will not be allocated to non-resident owners who have leased out their property but do not reside within the Greater Metropolitan area.

If you cease to be an owner or occupant, you are not permitted to utilise any of the LWC facilities unless you are an invited guest of an owner or occupant.

Upon the sale of an apartment it is the responsibility of the vendor to deliver the fobs associated with the relevant apartment to the new owner or the duly authorised agent of the new owner and to notify the LWC of the particulars of the new owner via email to the LWC Administrative Manager.

Upon the expiration or termination of a tenancy it is the responsibility of the owner to recover the fobs associated with the relevant apartment from the outgoing tenant.

Lost fobs must be reported to the LWC Administrative Manager and will be de-activated. Replacement fobs will be issued on payment of the required fee. See below for procedure and cost.

All fobs remain the property of the LWC. Additional fobs will not be sold or allocated except in accordance with the practice and procedure set out above.

Use of Fobs to Access Facilities of the LWC

The access system consists of reader locks on the entry door or gate to all facilities of the LWC. To enter the facility, it is necessary to touch the fob on the reader. When exiting either the East Pool or the West Pool, it is also necessary to touch on the fob reader.

The system keeps an audit trail of all key usage and enforces existing hours of operation:

East and West Pool: 6:00 am to 10:00 pm
East Pavilion: 6:00 am to 10:00 pm
LWC Lounge: 6:00 am to 11:00 pm; no entry after 10:45 pm
Gymnasium: 6:00 am to 11:00 pm; no entry after 10:45 pm

Except for access via the Jolimont Road gates, which is always available, fobs will not function outside these hours. Emergency exit buttons are provided at each pool gate for activation by anyone locked in after hours.

The evening security patrol will ensure that all facilities are vacated in compliance with the designated hours of operation and check for any damage or other facility issues.

Annual Facility Fob Access

To help ensure that only current owners and residents have access to LWC facilities and agree to the current Rules and Conditions of Use, users will be asked to provide a new signed LWC facility fob access form by 1 July each year. LWC's manager (MBCM) will manage the renewal process and reminders. Failure to submit an annual renewal form may result in fob deactivation and reactivation charges.

Issues Arising with Fobs, including Lost or Faulty Fobs

If you have any fob issues, contact the LWC Administrative Manager via email.

Please note:

- Faulty fobs, other than fobs that have been damaged through misuse, will be replaced free of charge.

- The cost of lost fob replacement is \$110.00 (including GST) per fob. This cost is non-refundable.
- Fobs presented that are blank or not formatted will incur a fee of \$110 inc gst to encode and activate.
- If after processing a fob request, the user decides not to proceed with the order and collection of the programmed fob, a \$55.00 inc GST administrative charge will be applied and deducted from the initial charge. The reimbursement will total \$55.00.
- Upon being notified that a fob has been lost, the LWC will de-activate the fob.
- Fobs will not be mailed out. To arrange collection, you are requested to email the LWC Administrative Manager.

De-activation of Fobs for Violation of Any of the Terms and Conditions of Entry or the LWC Rules and Conditions of Use

Where a user of a facility of the LWC is found to have violated any of the terms and conditions of entry, or the LWC Rules and Conditions of Use, or to have damaged property, or created a disturbance in or upon any facility of the LWC, the fob or fobs allocated to the apartment with which the user is associated may be de-activated at the discretion of the LWC Board. The LWC Board reserves the right in such circumstances to de-activate fobs without prior notice.

Access via the Jolimont Road Gates

The de-activation of a fob does not affect or restrict ingress to and egress from the Wellington Gardens precinct via the Jolimont Road gates.

Re-activation of Fobs

In the case of a fob or fobs being de-activated for any of the reasons set out above, the LWC will communicate in writing to the person or persons responsible for all fobs allocated in respect of the relevant apartment advising of the de-activation and the reason. A formal application for fob-re-activation must be made in writing to the LWC Board. Applications will be considered by the LWC Board on a case-by-case basis.

The cost of fob re-activation, where approved by the LWC Board, is \$320.00. The LWC may also require, as a condition of fob reactivation, reimbursement for any additional costs associated with a breach of the LWC's rules of access, such as costs of obtaining and reviewing security CCTV footage, and/or other incidental costs incurred.

When there is a change of ownership or tenancy, all outstanding investigation costs and reactivation charges have to be paid before the fobs will be reactivated

Liability for Damage

Liability for any damage to property of the LWC rests with the owner of the apartment associated with the fob or fobs used to gain access to the facility at the time when the damage occurred.

If damage is caused to any facility or property of the LWC, the LWC may give notice to the owner requiring the owner to reimburse the LWC for the cost of making good the damage.

Without in any way diminishing the responsibility or liability of the owner, if the identity of the user who has perpetrated the damage, not being the owner, is ascertained by the LWC, the LWC may in the first instance choose to give notice to the user requiring that person to reimburse the LWC for the cost of making good the damage. In the event that the user, not being the owner, fails to make reimbursement within the time stipulated in the notice, the LWC may give notice to the owner who shall then be liable to reimburse the LWC for the cost of making good.

If the damage has occurred while the LWC Lounge was booked for exclusive use, the cost will initially be taken from the bond, if lodged, and any balance outstanding will be recoverable by the LWC in accordance with the above principles. Notice will be given in the first instance to the person who made the booking. If that person, not being the owner, fails to make payment within the time stipulated in the notice, the owner will be liable.

Pools and Spa

Use of the Pools and Spa is governed by the Rules and Conditions of Use and any relevant State Government health regulations, which must be observed at all times, or fob access may be rescinded.

Heated pools (the East Pool and the West Pool) are located on the eastern and western sides of Wellington Gardens respectively.

A spa is located inside the West Pool. The spa controls are located on the entry gate pillar. The red on-off button turns the spa heater on and also functions as an emergency stop for the spa jets. The black button turns the spa jets on which operate on a cycle.

A downstairs toilet and shower are located to the left about 10 metres before entering the West LWC facilities.

Rules and Conditions of Use for East and West Pools and the Spa

By the use of your authorised fob to gain entry to these facilities you agree to observe and abide by the terms and conditions of entry and these Rules and Conditions of Use and as may be otherwise advised to you by notice posted in, upon or adjacent to the facilities. You further agree that you are responsible to ensure the like compliance of any family member, resident or visitor to whom access is granted via the use of your authorised fob.

All users of the pools and spa facilities do so at their own risk and sole responsibility.

All users must observe relevant State Government health regulations in existence at the time of using the facilities, including personal hygiene or cleaning of facilities.

These facilities are for the exclusive use of apartment owners and residents and their families and visitors.

Children under 14 years of age are not permitted to use these facilities unless at all times actively supervised by a responsible adult.

- No glass, glassware or glass bottles are permitted in the pool enclosure under any circumstances.
- Smoking is not permitted in the pool enclosure.
- No drugs are permitted to be brought into the pool enclosure and the consumption or use of drugs is prohibited at all times.
- The use of soap, bubble bath or shampoo in the pool enclosure is not permitted.
- Running or diving in the pool enclosure is not permitted.
- Noisy or hazardous activities are prohibited at all times.
- No animals are permitted in the pool enclosure.
- The use of boogie boards or large inflated objects in the pool enclosure is not permitted.
- Appropriate swimming attire is required at all times. Topless female bathing is prohibited. Nude bathing is prohibited. Babies and toddlers must wear swimming nappies, or equivalent, at all times.
- Upon exiting the facility users must take all rubbish with them and dispose of it properly.
- Long hair is to be confined when using the spa.
- Photographing, videoing or filming of facility users without their permission is not permitted.

Gymnasium and Sauna

Use of the Gymnasium and Spa is governed by the Rules and Conditions of Use and any relevant State Government health regulations, which must be observed at all times, or your fob access may be rescinded.

The Gymnasium is located downstairs adjacent the West Pool. Facilities include gymnasium equipment, a Sauna and unisex change rooms.

Lighting and air-conditioning in Gymnasium, Sauna and change rooms are operated via sensor controls. The temperature of the air-conditioning is pre-set and cannot be adjusted by users.

To turn the Sauna on, press the Sauna button on the exterior of the Sauna wall. The Sauna will be activated for one hour.

The Gymnasium is equipped with a number of exercise machines, exercise mats and weights. In addition, it has a wall-mounted TV for viewing while exercising. These facilities are not supervised. The LWC does not guarantee the proper working condition of all equipment at all times.

Rules and Conditions of Use for the Gymnasium and Sauna

Using your authorised fob to gain entry to these facilities you agree to observe and abide by the terms and conditions of entry and these Rules and Conditions of Use and as may be

otherwise advised to you by notice posted in, upon or adjacent to the facilities or on the LWC Website. You further agree that you are responsible to ensure the like compliance of any family member, resident or visitor to whom access is granted via the use of your authorised fob.

All users of the Gymnasium and Sauna facilities and equipment do so at their own risk and sole responsibility.

All users must observe relevant State Government health regulations in existence at the time of using the facilities, including personal hygiene or cleaning of facilities.

These facilities are for the exclusive use of apartment owners and residents and their families and visitors.

Children under 16 years of age are not permitted to use these facilities unless actively supervised by a responsible adult.

- No food or drinks, except water, are permitted in the Gymnasium or Sauna.
- No glass, glassware or glass bottles are permitted in the Gymnasium or Sauna under any circumstances.
- Smoking is not permitted in the Gymnasium or Sauna.
- No alcohol is permitted to be brought into the Gymnasium or Sauna.
- No drugs are permitted to be brought into the Gymnasium or Sauna and the consumption or use of drugs is prohibited at all times.
- Training or using the Gymnasium or Sauna under the influence of alcohol or drugs is prohibited.
- No animals are permitted in the Gymnasium or Sauna.
- Upon exiting the facility users must take all rubbish with them and dispose of it properly.
- Photographing, videoing or filming of facility users without their permission is not permitted.

Additional Rules and Conditions of Use — Gymnasium

In addition to the foregoing general rules which are applicable to both the Gymnasium and the Sauna, the following specific rules apply to gymnasium use:

- No music may be played via speakers. Headphones are permitted.
- The use of a towel on the seat of equipment is mandatory for reasons of public hygiene.
- Equipment must be wiped down and left in clean and dry condition after use. Please use the anti-bacterial wipes and disinfectant sprays supplied.
- Appropriate workout attire is required for use of gymnasium equipment. Open shoes, thongs or bare feet are not permitted.
- Users must familiarise themselves with equipment prior to use.

- Care must be taken not to drop weights, and after use weights must be re-racked in pairs or correct weight order.
- After use, all equipment must be returned to its original place/location.
- Whenever others are waiting, the duration of cardio workouts is limited to 20 minutes.
- Personal trainers, massage therapists, etc. are not permitted to use LWC facilities for commercial purposes at their own instigation. However, an apartment owner or resident who is eligible to use the facilities may engage a personal trainer for individual training or for family/friendship group training. The maximum permitted group size is two persons.

Additional Rules and Conditions of Use — Sauna

- The use of a towel on the seat is mandatory for reasons of public hygiene. Use of the Sauna without a towel on the seat is prohibited.
- Water is to be placed on the hot rocks tray only. Water must not be put in the vents as this may cause an electrical short.

Additional Health and Safety Considerations

Gymnasium

The safe use of the Gymnasium is the responsibility of each individual user. It is recommended that intending users seek appropriate specific medical advice prior to use. The LWC Board does not accept responsibility for potential medical issues that may arise from the use of the Gymnasium.

You are responsible for your own safety when using the equipment. Do not use any equipment if you have reason to think it may be faulty.

Report equipment malfunctions immediately to the LWC Administrative Manager. Contact details for the LWC Administrative Manager are set out on Page 2 of this Information Pack.

You must take care to keep hands and hair away from moving parts of equipment and take all sensible and practical precautions to avoid injury to any part of your body or to other users of the Gymnasium.

Sauna

A maximum of 10 minutes in the Sauna is recommended as extensive exposure may result in dizziness or fainting.

The safe use of the Sauna is the responsibility of each individual user. It is recommended that intending users seek appropriate specific medical and technical advice prior to use.

The LWC does not accept responsibility for potential medical issues that may arise from the use of the Sauna.

Exiting the Gymnasium

The last person to exit the Gymnasium is required to turn off the TV using the remote control. All lights and air conditioning are on sensor switches.

The LWC Lounge

Using your authorised fob to gain entry to the LWC Lounge you agree to observe and abide by the terms and conditions of entry and these Rules and Conditions of Use and as may be otherwise advised to you by notice posted in, upon or adjacent to this facility or on the LWC Website. You further agree that you are responsible to ensure the like compliance of any family member, resident or visitor to whom access is granted via the use of your authorised fob.

All users of the LWC Lounge do so at their own risk and sole responsibility.

All users must observe relevant State Government health regulations in existence at the time of using the facilities including personal hygiene or cleaning of facilities.

The LWC Lounge is a shared facility for the exclusive use of apartment owners and residents and their families and visitors. It offers a pleasant place in which to relax and meet with friends and fellow residents.

The Lounge incorporates a large, tiled terrace overlooking the West Pool and gardens as well as a kitchenette with sink, fridge, microwave oven, electric oven, dishwasher and a book library. The facility is also used for Owners Corporation Committee meetings and meetings of the LWC Board.

The Lounge may also be booked by owners and residents for exclusive use for small parties or other meetings. Bookings must be made for all group gatherings of 10 people or more; the maximum number permitted at group gatherings is 25 attendees. See below for information about booking the Lounge and the Rules and Conditions of Use.

The books in the Lounge have been donated by other residents.

A gas-operated fireplace is operated by the switch on the upper left-hand side of the fireplace. If the fireplace does not light, please advise the LWC Administrative Manager. DO NOT adjust any controls inside the fireplace.

Timer switches control the Lounge lighting, so if lights extinguish press the button again. The outside terrace lighting is not on a timer. Please ensure it is turned off after use.

To turn the air-conditioning on/off, please use the wall control panel located to the right of the Utilities cupboard.

A manual light switch for kitchen lighting and the extraction fan switch are located to the left of the sink. Please ensure these are turned off after use.

A retractable awning is positioned on the north of the Terrace. The remote control to operate this awning is situated on the wall to the right of the fireplace. Please do not allow children to operate the remote control. Please ensure the awning is retracted after use.

The LWC Lounge Hours

The LWC Lounge hours are from 6.00 am to 11:00 pm daily. However, access via authorised fobs **ceases at 10:45 pm**. Use of the facilities outside the specified hours is not permitted.

All persons are required to vacate the premises by 11:00 pm or immediately upon being requested by the security guard, who is on patrol at this time. Users must comply promptly with the guard's request.

For safety and security reasons, continuous CCTV recording is in use as well as security patrols after hours.

How to Book the LWC Lounge for Exclusive Use

All bookings must be made through the LWC Administrative Manager who will also facilitate arrangements for access to the locked cupboard.

Contact details for the LWC Administrative Manager are set out on Page 2 of this Information Pack.

Bookings are subject to all Rules and Conditions of Use set out below including:

- The LWC Lounge General Usage Rules.
- The LWC Lounge Bookings Rules.
- The LWC Lounge Functions and Gatherings Usage Rules.

Rules and Conditions of Use — the LWC Lounge

The LWC Lounge General Usage Rules

Children under 14 years of age must always be actively supervised by a responsible adult.

Use of BBQs on the outside terrace is not permitted.

Smoking is not permitted in the Lounge or on the outside terrace.

No drugs are permitted to be brought into the Lounge facility and the consumption or use of drugs is prohibited at all times.

Animals are not permitted in the Lounge.

Users of the Lounge are required to be always considerate of other users.

The rules relating to noise levels set out in the LWC Lounge Functions and Gatherings Rules below apply equally in respect of all usage of the Lounge.

Users of the Lounge must take care in using the facility and avoid damaging the property in any way. Upon exiting the facility users must remove and properly dispose of all rubbish and leave the premises in a clean and tidy condition. Users must report any damage to the LWC Administrative Manager without delay.

The LWC Lounge Booking Rules

Persons booking the LWC Lounge agree to observe and abide by the terms and conditions of entry and the Rules and Conditions of Use in respect of all facilities of the LWC and to any other terms and conditions advised to them at the time of booking. Further they accept responsibility for the like compliance on the part of all persons using any facility of the LWC pursuant to the relevant booking.

Bookings may be made only by owners and residents who are eligible to use the LWC facilities.

All group gatherings of 10 or more people must be booked (see below for details).

For a group gathering the maximum number of persons permitted is 25.

A booking confers exclusive use of the LWC lounge only for the period arranged.

The Lounge can be also booked for exclusive use for functions/gatherings of less than 10 people for a specified time during accessible hours. The same rules apply.

The maximum duration for a period of exclusive use for anyone booking is one full day (that is from 6:00 am to 11:00 pm). Booking on **24, 25 & 26 December** will go into a **ballot draw**. Expression of interests to be forwarded to LWC prior to closing date **1 June each year** and successful applicant(s) notified of ballot outcome.

Lounge bookings do not extend to exclusive use of the West Pool.

All bookings incur a \$50.00 non-refundable fee.

Additionally, for all bookings a **bond of \$500.00** must be lodged with the LWC Administrative Manager at the time of booking. The bond refund is contingent upon the LWC being satisfied as to compliance with the terms and conditions of entry the Rules and Conditions of Use in respect of all facilities of the LWC and any other terms and conditions advised to them at the time of booking.

The person making the booking is responsible in the first instance for the reimbursement to the LWC, upon demand, of the cost of making good damage caused to the Lounge or any facility of the LWC by a person or persons taking part in the function or gathering in respect of which the booking is made, and for any costs or expenses incurred by the LWC in investigating any breach of rules applicable to any LWC facility. To the extent that the person making the booking, not being the owner of the apartment associated with the booking, fails to make reimbursement as required by this Rule, the LWC may recover the cost of making good from the owner of the associated apartment in accordance with the principles set out on Page 6 of this Welcome and Information Pack under the heading Liability for Damage.

The LWC Lounge Function and Gathering Usage Rules and the LWC Lounge General Usage Rules apply in respect of all bookings of the LWC Lounge.

The LWC Lounge Functions and Gatherings Usage Rules

1. Supervision and Responsibility

- The owner or eligible resident who has made the booking must at all times be in effective control of the function or gathering for the duration of the event.
- Children under the age of 14 years attending a function or gathering must at all times be actively supervised by a responsible adult.

2. Noise levels

- No amplified music is allowed, and music equipment is not permitted to be placed in any location outside the Lounge area.

- Music and noise levels must not breach the provisions of Section 48A of the Environment Protection Act 1970.

Section 48A of the Act states:

A person who emits or causes or suffers to be emitted unreasonable noise from any residential area is in breach of the Act if it can be heard in a habitable room in any other residential premises.

Noise is to be taken to be unreasonable if it is unreasonable having regard to — its volume, intensity or duration; and the time, place and other circumstances in which it is emitted.

Note:

- Excessively loud music, noise or disturbance at the LWC Lounge or any other facility of the LWC may result in a request for the volume to be turned down or a request to vacate the facility by a Director of the LWC or the LWC security service provider (contact details provided on Page 2 of this Information Pack).
- If such a request is made and not complied with forthwith this may result, at the discretion of the LWC Board, in the forfeiture of the bond and/or the deactivation of the fobs associated with the apartment of the person who has made the booking.

3. Cleaning and Care of Premises and Equipment

- The Lounge must be cleaned at the conclusion of a function or gathering. Cleaning must be completed by not later than the time at which the event is required to end in accordance with the terms of the booking.
- The person making the booking is responsible for cleaning up, (including providing tea towels, wiping out the oven and microwaves (if used), vacuuming and mopping floors (a stick vacuum and mop are provided and stored in the Lounge Utilities cupboard located to the right of the library) and removal of garbage.
- There are cupboards and drawers containing crockery, cutlery and glassware. If used, it is the responsibility of the person making the booking to ensure all items utilised are washed up and put away.
- When a function or gathering takes place at any time on a Friday, Saturday or Sunday It is the responsibility of the person making the booking to ensure that the kitchen floor is mopped and the carpet is vacuumed at the conclusion of function, since the contract cleaners are not available during that period.
- All furniture and equipment must be left clean and returned to its place at the conclusion of the event.
- The fireplace fan, TV and outside terrace lights must be turned off at the time of exiting the facility, as well as retracting the Terrace awning if used. Please note that the fireplace fan will continue to operate even when switched off until the fireplace cools to avoid heat damage.
- The LWC Administrative Manager (contact details on Page 2 of this Information Pack) is to be advised immediately (by email, if out of normal office hours, or otherwise by telephone or email) of any damage that has occurred (including stains to carpets or

other furnishings or damage to any surface) so that this may be addressed without delay and to enable appropriate action to be taken in order to minimise or limit the damage to best effect.

- Particular care must be taken of all surfaces. Coasters and trivets are to be used where needed and any liquid spills dried immediately to avoid marking or staining. Timber surfaces are to be cleaned with a damp soft cloth only – it is not permitted to use abrasives or chemicals.

The LWC Grievance – Dispute Resolution Policy

By using your access fob to enter to LWC facilities, you agree to observe and abide by the LWC's rules in relation to use of those facilities.

LWC's rules are set out in the Welcome Letter and this Information Pack, or as otherwise advised to you by notice posted in or at the entry to any of LWC's facilities.

You further agree that you are responsible for compliance with LWC's rules by any family member, resident or visitor who enter the facilities via your access fob.

The LWC reserves the right to undertake appropriate action in respect of persons who breach the rules for use of LWC's facilities.

Rule Breaches and Dispute Resolution procedure

The primary role of the LWC Board is to safeguard the use and enjoyment of the LWC's assets for and on behalf of LWC shareholders, lot owners and tenants in the Wellington Gardens complex (collectively "users"). The LWC's rules exist for the benefit and safety of all users of LWC's facilities.

The LWC (or its delegated security sub-committee) has the power to investigate whether and what matter or circumstance may give rise to action in relation to users who breach the LWC's rules.

It is the LWC's responsibility to enforce its rules and deal with breaches in a reasonable manner by exercising appropriate discretion in its deliberations, on a case-by-case basis.

The LWC shall take into account the circumstances of any breach of its rules. This may include an assessment of the nature, flagrancy and consequences of the breach, the danger posed to other users, and any previous breaches of the rules by the relevant user(s).

The LWC may, as it considers appropriate:

- take no action
- issue a warning notice to bring the nature of the breach to the attention of the user(s)
- suspend user access to LWC facilities by means of fob deactivation.

In situations where wilful illegal behaviour, illegal entry or wilful damage is evident, the LWC may refer the matter to the police and at its absolute discretion immediately suspend fob access to its facilities pending further investigation.

Dispute Resolution Procedure

The LWC shall act in a manner that reflects fairness, discretion and consistency in its deliberations taking into account the nature, flagrancy and consequences of a breach of its rules.

Where a breach is identified, the LWC (or its delegated security sub-committee) will provide written notice of what is alleged against the user, and the grounds of the allegation, within 14 days of LWC being notified of the breach (Breach Notice).

Where the breach is considered to be of a minor nature, a warning letter may be issued and no further action taken.

In situations where the breach is considered to be of a more serious nature, and taking into consideration the nature of the breach, user fob access may be cancelled immediately. The period of fob deactivation will be determined based on a final assessment of the seriousness of the breach, including any damage to common property and the risk posed to the safety to other users of LWC facilities. The user will be advised of the period of fob deactivation within 14 days of the Breach Notice.

A user whose fob access has been suspended will have the right to request a meeting with the LWC Review Panel. A user will have the opportunity to be heard in relation to the matter, and will be afforded a reasonable opportunity to provide any explanation or evidence in relation to the breach, orally (in person or by video), or in writing or both.

The LWC Review Panel shall comprise:

- all members of LWC security sub-committee
- the Chair of the LWC
- the Chair of the user's OC (or their nominee)
- the LWC directors nominated by the user's OC.

Meetings may be convened in person (at LWC lounge facility) or via zoom.

The decision of the LWC Review Panel, after due process has been followed, will be final in relation to the matter of the breach. Decisions of the LWC Review Panel shall be made by majority vote of those present, and in the event of a tie the LWC Chair shall have the casting vote.