

Section 1 - Upholding Katoomba Christian Convention Vision and Mission

1. Katoomba Christian Convention's passion is to see our nation transformed by Jesus Christ through the powerful preaching of the Bible. Our mission is to operate conventions that support churches by leading and modelling in the reformed evangelical faith and calling people to holiness in daily life through the prayerful and passionate expository preaching of the Bible. Katoomba Christian Convention Ltd owns and operates StayKCC. StayKCC is situated on land owned by Katoomba Christian Convention Ltd and therefore, all intending users of the centre should be aware that no part of the premises may be used for any purpose contrary to the Christian faith or Judeo Christian values. Groups must not promote religious beliefs or practices that are inconsistent with KCC's vision, mission and the Christian faith, values and practices. KCC reserves the right to void any contract of hire should it become aware that a groups aims and objectives are inconsistent with the vision and mission of KCC.

Section 2 - Safety

1. First aid is the responsibility of each group. All groups are asked to bring their own first aid kit (we have a limited emergency supply only), and have someone in the group as a designated First Aid Officer. Centre staff are to be informed of any calls made for emergency services immediately after the call is placed.

2. The person booking the site will be responsible for the safety, welfare and conduct of the group, including ensuring that KCC requirements are observed and that there are an adequate number of group leaders who are appropriately skilled. KCC staff should be provided with a written list of all group participants and supervising staff names (the room planner is sufficient), plus an itinerary or planned routes for any offsite activities. Guests must comply with all reasonable directions of KCC staff. KCC management reserves the right to ask any person who disregards the rules of the site to leave the property. Any conduct inconsistent with KCC's vision and mission may be deemed unacceptable and may void the contract of hire at KCC's discretion.

3. KCC requests that all groups bringing children to the centre ensure that supervisory staff attending with the group have been screened according to Working with Children legislation.

4. KCC requests that self-catered groups utilise skilled caterers who have a Food Safety Certificate. KCC has no responsibility or liability for any issues resulting from any catering not provided by KCC.

5. Campfires may be arranged with KCC subject to fire restrictions. No fire may be lit by guests on the site without the prior consent or arrangement of KCC staff.

Section 3 - General Information

1. No illegal drugs, smoking or alcohol is permitted at the centre. An exception may be made to allow one alcoholic drink with a meal with the prior written approval of KCC staff.

2. No animals or pets are to be brought onto the property.

3. Guests are to take reasonable care of their property while on site.

4. Groups are to respect KCC's bush environment, flora and fauna, buildings, facilities and equipment.

5. Groups are only permitted to access the buildings and facilities to which they have been allocated.

6. On arrival groups are to make contact with KCC staff and be given authorised entry before taking up residence.

7. All bedding is to remain in the rooms and must not be taken outside or transferred to other rooms. In the interest of hygiene a sheet and pillowslip is required on every bed even if sleeping bags are used. The number of guests sleeping in each room is not to exceed the number of beds. It is expected that groups will accommodate males and females in separate bedrooms except for families. Food and drinks are not to be taken into the bedrooms.

8. Please observe the centre speed limit which is 10 kph. Drivers failing to observe this limit will be directed to remove their vehicle from the property for the duration of their stay. All vehicles parking on the property are at the owners' risk. Please only park in areas as directed or signposted in your booked centre. A serious breach of this rule resulting in safety concerns may result in a vehicle being towed away at the owners' expense.

9. If a group remains for a prolonged period after their agreed departure time without being previously organised, we reserve the right to charge extra as appropriate to cover our costs.

Section 4 – Noise

1. No amplified or other loud noise is permitted before 8am and after 10pm. Guests are asked to show consideration for our residential neighbours and staff on site.

Section 5 - Confirmation and Payment

In order to confirm your booking, we require this signed contract to be returned along with your deposit as outlined below:

Payment Schedule

Initial Deposit - Upon Booking - 20% deposit

2nd Deposit - 90 days prior to arrival - Additional 25% deposit

3rd Deposit - 60 days prior to arrival - Additional 25% deposit

Final Payment of estimated costs + 100% of expected catering and third party costs - 14 days prior to arrival

A final invoice will be issued after the event for any extra costs incurred.

In the event that any payment or part thereof remains unpaid after 45 days from the invoice date, then we reserve the right to charge interest at the rate of 3.0% per month compounding payable on such overdue monies from the date referred above.

Section 6 - Minimum Payable, Final Numbers and Visitors

1. Many of our centres have minimum payable costs. The minimum amount payable for your group will be detailed on your booking contract. We will require your groups final numbers and special dietary requirements (if catered) at least a week (21 days) before your stay unless otherwise agreed. Visitors are welcome during your stay, however you will need to inform us of numbers and day visitor rates will apply.

Section 7 - Cancellations

Written advice of any cancellation must be received and acknowledged by KCC. The following cancellation conditions will apply:

Cancellation Fees

In excess of 90 days (Wed 6th October 2021) - Loss of deposit

89 – 60 days (Thu 7th October 2021 - Fri 5th November 2021) - 30% of the estimated event costs + 3rd party costs

59 – 30 days (Sat 6th November 2021 - Sun 5th December 2021) - 50% of the estimated event costs + 3rd party costs

29 - 14 days (Mon 6th December 2021 - Tue 21 December 2021) - 75% of the estimated event costs + 3rd party costs

Less than 13 days (Wed 22 December 2021)- 100% of the estimated event costs + catering charges + 3rd party costs

*Estimated event costs are based on minimum accommodation numbers, meeting spaces, activities and resources

Section 8 - Damages and Extra Cleaning

1. Breakages and damage should be reported immediately to staff and an appropriate charge will be added to your invoice. All clients will be responsible for the cost of excessive cleaning, damage or breakage sustained to the property of KCC during an event arising from want of care, misuse or abuse on the part of the client. This includes any person permitted by the client to be on the centres premises or otherwise occasioned by any breach or default of the client and will pay the cost of making good such damage or breakage within seven days of the submission of an invoice from the centre.

2. We require that groups that are self-catering clean the kitchens to the same standard they are found.

Section 9 - Liability

1. KCC will seek to exercise due care and ensure the comfort and safety of your group. KCC and KCC staff/employees are not to be held liable for any incident, accident or sickness of any guest or damage to any guest's property that may happen to arise through any circumstance, with the exception of negligence, a wilful act or omission by KCC or KCC staff.

Section 10 - Further Information

1. If because of unforeseen and unavoidable circumstances the rooms or space reserved for your function become unavailable, KCC reserves the right to substitute a similar or comparable area. KCC will use its best endeavours to advise the client within a reasonable period of time prior to the date of the function and the client will have the right to withdraw or vary the booking as a result of such advice. KCC reserves the right to book other groups in adjoining centres or meeting areas at any time.

Section 11 - Conventions and Large Groups

1. No client may sell any item (e.g. goods, food & beverages) on site unless approval has been given by KCC management. Most areas of KCC can be catered for and therefore organisers or clients are not permitted to bring food and beverages to a function for sale or consumption unless prior permission has been obtained from centre management.

2. In the event that the client wishes to use the name of Katoomba Christian Convention, StayKCC, KCC centre or any similar reference in its advertising or brochures, excluding reference to the location of a function, written permission must firstly be obtained and a copy of the proposed form of advertising or brochure submitted to KCC and approved prior to publication. KCC reserves the right to cancel the function if this condition has not been fulfilled and particularly if KCC becomes aware of advertising which KCC finds to be objectionable or harmful to the purposes of KCC Ltd. Any cancellation by KCC that arises due to a breach of this condition is subject to the normal cancellation charges.

3. All signage in public or common areas of KCC must have prior approval of KCC management. Any signage to be erected directly outside the KCC centre or visible to the public from outside the KCC centre should be of a professional design and quality and may require the approval of the building owner and/or the Blue Mountains City Council.

4. The centre will only accept any deliveries of goods one working day prior to an event unless otherwise agreed in advance, and a fee may apply. All goods must be collected within 2 working days of the conclusion of the event.

5. KCC may require evidence of adequate insurance to cover both for property damage and public liability. If the client brings sub-contractors onto the premises, they will be responsible for providing certificates of currency for Workers Compensation and Public Liability insurance for all contractors. By agreeing to these terms and conditions you release KCC Ltd from all actions, suits, damages, claims, costs, expenses and demands that they may incur in respect to injury to or the death of any person or damage to any real or personal property arising in any way whatsoever out of the use of the centres premises or any part thereof (unless arising as a result of the negligence of KCC).

6. All functions are subject to compliance with current work health and safety regulations and to the requirements of any Australian government, semi-government or local government authority. The lighting of candles, naked flames or flammable items is not permitted in the centre. We do not encourage smoke producing machines to be used in the centre although this can be arranged subject to KCC conditions which may include a surcharge.

7. Any material used for stand construction or display purposes must conform to the following standards; non combustible material, inherently non-flammable material, flame-proof fabric, self extinguishing plastic material, plywood, hardwood, pulpboard or fireboard rendered flame resistant by a process of impregnation acceptable to the authorities.

8. Cooking demonstrations should only occur within the designated food preparation areas, and in these areas they must be conducted under an operating exhaust system.

9. The administration of all these requirements will be at the absolute discretion of KCC and all clients, their contractors, invitees, volunteers, agents and any other person permitted by the client to be upon the premises must at all times follow the instructions of KCC management.

10. Clients bringing electrical equipment for use within the KCC premises are responsible for ensuring the equipment is maintained in a safe condition, including the completion of inspections and tests as required by the NSW WHS Regulation 2001. KCC reserves the right to review client equipment maintenance records, including inspection and test records, prior to allowing a client to bring electrical equipment for use within KCC centre premises.

11. Additional Charges - KCC reserves the right to add additional charges to the final invoice for additional administration time over an above what would be reasonable for this event. This would include, but not limited to, time spent liaising with relevant authorities on behalf of the client for the success delivery of this event. This additional time is charged at a rate of \$60 per hour.

12. Special Covid-19 Clause

Government imposed Stay at Home Orders

In the event that Government imposed Stay at Home orders are in effect on the dates of your event for the Greater Sydney region then the following policy will apply:

1. We will transfer your booking at no cost, excluding third party charges which will be charged at cost, to another date with-in 12 months of the original event date.
2. If your event is not able to change dates and you want to cancel outright, then we would charge 20% of the applicable cancellation costs, excluding third party charges which will be charged at cost, applicable under the terms of your contract to help us cover some of our incurred costs.

Government imposed Density Orders

In the event that Government imposed density orders (2sqm & 4sqm) change for your event for the Blue Mountains region then the following policy will apply:

1. In the first instance we would reserve the right to adjust your facility booked to allow your event to continue as planned.
2. If this is not feasible then we will transfer your booking at no cost, excluding third party charges which will be charged at cost, to another date with-in 12 months of the original event date.
3. If your event is not able to change dates and you want to cancel outright, then we would charge 20% of the applicable cancellation costs, excluding third party charges which will be charged at cost, applicable under the terms of your contract to help us cover some of our incurred costs.

Government imposed capacity limits

In the event that Government changed the capacity limits on mass gathering for your event for Blue Mountains region then the following policy will apply:

1. We will transfer your booking at no cost, excluding third party charges which will be charged at cost, to another date with-in 12 months of the original event date.

2. If your event is not able to change dates and you want to cancel outright, then we would charge 20% of the applicable cancellation costs, excluding third party charges which will be charged at cost, applicable under the terms of your contract to help us cover some of our incurred costs.

State Border Closures

In the event that a State Border is closed to NSW due to a Covid Outbreak our normal cancellation terms will apply, however consideration will be given on a case by case basis as to the overall impact on your event.

Threat of Covid Restrictions impacting your event

In the event there is a perceived threat that there will be restrictions due to a Covid outbreak the normal cancellation terms will apply.