

## Terms & Conditions

### 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 (KCC) owns and operates StayKCC. StayKCC is situated on land owned by KCC 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 group's aims and objectives are inconsistent with the vision and mission of KCC.

### Safety

2. 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.
3. 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. In the event of an evacuation being required, group leaders are to lead all group members to the nominated emergency assembly area and report anyone missing to KCC staff. 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.
4. KCC expects that all groups bringing children to the centre ensure that supervisory staff attending with the group have been carefully recruited and screened according to Working with Children legislation and guiding principles.
5. KCC expects 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.
6. No fire may be lit by guests on the site without the prior consent or arrangement of KCC staff. Group leaders must ensure their group members are diligent and take care to ensure bushfire safety. Campfires may be arranged with KCC subject to fire restrictions.

### General Information

7. 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. No animals or pets are allowed on site. Guests are to take reasonable care of their property while on site.
8. Groups are to respect KCC's bush environment, flora and fauna, buildings, facilities and equipment. Groups are only permitted to access the buildings and facilities to which they have been allocated. On arrival groups are to make contact with KCC staff and be given authorised entry before taking up residence.
9. 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.
10. 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 during their stay. All vehicles parking on the property are at the owners' risk. Please only park in areas as directed or signposted. A serious breach of this rule resulting in safety concerns may result in a vehicle being towed away at the owners' expense.
11. If a group remains for a prolonged period after their agreed departure time without being previously organised, KCC reserves the right to charge extra as appropriate to cover costs.

### Noise

12. 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.

### Confirmation and Payment

13. Confirmation of all bookings must be made by an authorised company/group representative by signing the provided booking contract and arranging the deposit within 2 weeks of placing your tentative booking. Your deposit amount will be specified on your booking contract and this will be deducted from your final invoice only on completion of your stay. Please note that the dates and centre you wish to book cannot be confirmed until the signed documents and full deposit are received. Any booking requests received within 4 weeks of the required booking date indicating the intention to confirm said booking will be deemed binding and the cancellation clause will be activated.
14. KCC reserves the right to require payment of the deposit prior to the date of your booking, and to cancel the booking if that payment is not made. All additional costs incurred in respect of the event will be invoiced to the client forthwith after the date of the booking, and accounts must be paid within 30 days of the invoice date. 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.

### Minimum Payable, Final Numbers and Visitors

15. 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 group's final numbers and special dietary requirements (if catered) at least a week (7 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.

### Cancellations

16. Written advice of any cancellation, or partial cancellation, must be received and acknowledged by KCC. A cancellation received not less than: - 90 days prior to the agreed arrival date, will result in a refund of your deposit less an administration fee of \$50.

- 60 days prior to the agreed arrival date, will result in the forfeit of your deposit with 50% of fees payable, based on your facilities and minimum accommodation numbers booked, plus any costs associated with third party provider bookings we have made on your behalf, such as deposits or cancellation charges for activities or further accommodation.
- 30 days prior to the agreed arrival date, will result in the forfeit of your deposit with 75% of fees payable, based on your facilities and minimum accommodation numbers booked, plus any costs associated with third party provider bookings we have made on your behalf, such as deposits or cancellation charges for activities or further accommodation.
- 7 days prior to the agreed arrival date, will result in the forfeit of your deposit with 100% of fees payable, based on your facilities and minimum accommodation numbers booked including any catering charges, plus any costs associated with third party provider bookings we have made on your behalf, such as deposits or cancellation charges for activities or further accommodation.

#### **Damages and Extra Cleaning**

17. 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.

#### **Liability**

18. 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.

#### **Further Information**

19. 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.

20. In the unlikely event of a Rural Fire Service 'catastrophic' bush fire danger rating being given for the Greater Sydney Area, or a bushfire threatening the KCC site, KCC reserves the right to cancel event and accommodation bookings.

#### **Conventions and Large Groups**

21. 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.

22. 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.

23. 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.

24. 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.

25. 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).

26. 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 though this can be arranged subject to KCC conditions which may include a surcharge.

27. 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.

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

29. 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.

30. 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.