

ABN 11 246 123 715
 59 Leslie Street Winmalee NSW 2777
 Phone 02 4754 2588 Fax 02 4754 5250
 Email admin@winmaleecc.com.au
 Web www.winmaleecc.com.au

Terms & Conditions of Site Use

Payment for site hire:

- a. You agree to pay the hire charge as follows:
- i. A deposit accompanied by the signed application form within fourteen days of our accepting your verbal booking. We agree that we not take other bookings for the dates requested by you (your booking) during this period;
 - ii. The balance on or before the earlier of leaving the site or the end of the hire period.
- b. Where you fail to pay the deposit or sign and return the application form within the required period we will be entitled to rehire the site and your booking will be cancelled.
- c. Where the hire charge is determined on the number of attendees (part and full time) you will provide details of the number of full and part time attendees during the hire period no later than seven days before the commencement of the hire period. We will be entitled to charge you for the greater of the number notified and the number who actually attend.
- d. Where the amount you are required to pay, calculated on the number of people attending, is less than the minimum hire charge you will pay the minimum hire charge.
- e. You are not permitted to sub-hire the site or to transfer your rights under this agreement to any other person without our consent. Any such consent may be refused in our absolute discretion and if given we may require the transferee to sign these terms of use. Any such transfer does not relieve you of your obligations under this agreement.
- f. You are required each day on which you hire the site to hold a Christian devotional session which all your attendees must attend. If you are unable to obtain a person to lead the devotional session then we will on request provide such a person.
- g. No pets, animals, tents or caravans can be brought onto the site. A guide dog for a blind attendee is permitted.

Cancellation of site hire by hirer:

- Where you cancel the site hire then
- a. If you give us more than six months written notice of cancellation from your arrival date and we cannot rehire the site for the whole of the hire period you will lose your deposit
 - b. If you give us less than six months but more than four months written notice of cancellation from your arrival date and we cannot rehire the site for the whole of the hire period then we will charge you 25% of the minimum hire charge (including any deposit already paid) for the period we could not rehire the site . This amount will be invoiced to you on the date specified on the booking form as the departure date and is payable within fourteen days.
 - c. If you give us less than four months written notice of cancellation from your arrival date and we cannot rehire the site for the whole of the hire period then we will charge you 50% of the minimum hire charge (including any deposit already paid) for the period we could not rehire the site . This amount will be invoiced to you on the date specified on the booking form as the departure date and is payable within fourteen days.
 - d. If we have rehired the site for the whole of the cancelled hire period then we will refund to you 90% of the deposit and 10% will be retained by us for administration costs of rehiring the site.
 - e. If you wish to move a confirmed booking to an alternative date the original booking will be considered a cancellation and the above points will apply.

Cancellation of site hire by us:

- a. Even where we have accepted a deposit and confirmed the booking we will be entitled to cancel your hire of the site where:
- i. we have requested evidence that all activities you are to undertake are covered by your insurance and you fail to provide that evidence
 - ii. we obtain evidence that your group has previously failed to comply with the terms and conditions of hire of a camping/recreation site;
 - iii. the objects or purposes or activities of the group hiring the site are not acceptable to us.
- b. Where, through our error, we are unable to hire the site to you we will use our best endeavours to locate for you a comparable CVA site for hire during the hire period. Where we find a comparable site and you refuse to accept the hire of that site then you agree to release us from any claim you may have against us in relation to our failure to hire the site to you.
- c. Where the site is unavailable due to circumstances beyond our control (including our inability to obtain appropriate insurance cover) or because of an anticipated circumstance that would threaten the welfare of the site or the persons attending, we will refund your deposit to you but you will not be entitled to make any other claim against us.

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Payment for damage:

- a. You will be liable for any property damage caused by an attendee during the hire period.
- b. You are required to notify us immediately on becoming aware of any item that is damaged. You acknowledge that damaged equipment or property could pose a danger to a person.
- c. Prior to your attending the site we will have checked the site and recorded any existing property damage. At the conclusion of the hire period we will examine the site and where there is any property damage that has been caused by you while you have been in occupation of the site which you have not paid for prior to leaving the site or the end of the hire period we will forward to you an account for the cost of repairing that damage and you agree to pay that account within fourteen days.
- d. We reserve the right to inspect any room at any time during the hire period.

terms and conditions

Definitions:

- a. Unless otherwise defined the following terms are defined as follows:
 - i. We, our, us - Combined Assemblies Camps Nominees Pty Ltd of 59 Leslie Street, Winmalee.
 - ii. You, your, hirer - person or organisation indicated as hirer of site on application form.
 - iii. Attendee - any person on site as part of the hiring group whether residential or not.
 - iv. Site - Winmalee Christian Conference Centre.
 - v. Hire charge - amount indicated as such on application form.
 - vi. Minimum hire charge - amount indicated as such on application form.
 - vii. Hire period - period from arrival to departure as indicated on application form.

Adequate Supervision:

- a. Most accidents occur because of inadequate supervision. For the safety of all persons on site it is imperative that people, particularly minors, be supervised adequately. It is your responsibility to ensure that all your attendees are adequately supervised.
- b. You should ensure that you regularly account for the presence of all your attendees (eg call a roll).
- c. Even where we provide instructors for an activity you are still required to have persons present to supervise. The general behaviour of your attendees involved in the activity remains your responsibility.
- d. Where an attendee, in undertaking an activity, is not complying with the instructor's directions then we reserve the right to exclude that attendee from the activity and any activity charge paid in respect of the excluded attendee will not be refunded.
- e. Where an attendee has in the course of a previous activity failed to observe the directions of an instructor then that attendee may be excluded from all activities conducted on the site.
- f. You must ensure that all attendees comply with our guidelines in relation to the use of the equipment provided and do not use it for any purpose other than the purpose for which it was provided. Where an attendee is not complying with the guidelines or is using the equipment inappropriately that attendee should be excluded from using the equipment.
- g. Where you observe that a piece of equipment is broken or otherwise damaged, or you believe it is about to break, you are required to stop any attendee from using the equipment and immediately notify us.
- h. You must ensure that at least one attendee has a resuscitation and basic first aid certificate. Such an attendee must be involved in the supervision of any water related activity eg swimming.
- i. Where an attendee has a specific dietary need or allergy you will be responsible for ensuring that that attendee does not eat any food which the attendee is allergic to or not otherwise permitted to eat. Where we receive sufficient notice we will attempt to assist you by providing appropriate meals for that attendee. Storage facilities will be provided for any meals that are brought by that attendee in order to observe their dietary or allergy requirements.
- j. Any medication that is brought onto site by you or an attendee must be secured at all times, with the exception of personal inhalers or other medication which by its nature the attendee must have with them at all times. Any syringes or needles must be disposed of in an appropriate sharps container - one of which is available on site.
- k. You must ensure that no alcohol is consumed on the site and no attendee smokes within a building. No attendee under 18 years is permitted to smoke anywhere on the site.
- l. You must ensure that separate and correct use of the separate male and female accommodation occurs during the hire period unless family accommodation arrangements have been made.
- m. As we are required under law to be compliant with Working with Children Check obligations you also must ensure that your obligations in this matter are met. You are responsible to ensure your supervising staff personnel and volunteers are compliant under the Working with Children Check legislation

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- Accidents:**
- You must notify us immediately in the event of an attendee having an accident on the site.
 - We have limited first aid facilities on the site and where it is necessary to call an ambulance for an attendee then you agree to indemnify us in respect of any expense we may incur in this respect.
 - Where there has been an accident we will require your co-operation to investigate the cause of that accident and where the cause cannot be determined we reserve the right to exclude attendees from any activity in the interests of their safety pending the determination of the cause of the accident.
- Fire precautions:**
- We will provide to you information and/or instructions in relation to the location of all extinguishers/fire fighting equipment/and first aid kits. It is your responsibility to ensure that every supervisor is aware of this information and/or instructions.
 - Any attendee caught smoking inside, playing with fire extinguishers or playing with fire may be excluded from the site.
 - You agree to familiarise yourself and your supervisors with our evacuation procedure and the location of assembly points. You must also appoint a Fire Warden who has the responsibility of always knowing the exact number of persons on site & their names at any given time (including visitors). This information must be written & kept by the Fire Warden at all times. You must inform us on arrival who your Fire Warden is. In the event of a fire you will assemble your attendees in accordance with the evacuation procedures and conduct a check to ensure all attendees are accounted for so that the Fire Warden can confirm this to us.
 - Where during the period of your site hire a fire alarm has been triggered by you and is responded to by the Fire Services and there is no good cause for that alarm being triggered and the alarm has not been triggered by our staff then you will be liable for the cost of the Fire Services being called out to attend to the alarm and you will pay these at the conclusion of the hire or when the amount is otherwise determined. Please note that the alarm system reports to the local Fire Services which are obliged to attend unless the call is cancelled within the requisite period of time by a member of staff.
- Theft:**
- You acknowledge that the site and the rooms that will be used by attendees are not secure and we will not accept responsibility for any loss that occurs as a consequence of this.
 - Attendees are requested not to bring valuables to the site including but not limited to expensive items of personal clothing eg leather jackets, runners and personal property including but not limited to electronic and computer games.
 - You should ensure that any data projectors and personal computers that your attendees bring on site are secured by you and are not left unattended. Please note that local power supplies fluctuate and we will not be responsible for any loss incurred to sensitive electronic equipment as a consequence of such fluctuation.
- Consents:**
- You are responsible for obtaining where necessary the consent of parents or guardians of your attendees to attend the site and the specific activities that they will be participating in. You must ensure in obtaining any such consent that information regarding the risk involved in any activity is adequately explained. You must provide to each person consenting a copy of the document entitled Risk Assessment which is included with these Terms and Conditions.
 - Where the attendees are adults (over 18 years of age and not under any legal incapacity) then you must provide information regarding the risk involved in any activity the person might undertake. You must provide to each person a copy of the document titled Risk Assessment which is included with these Terms and Conditions.
 - Where you fail to adequately explain the inherent risk involved in any activity and we suffer loss because of your failure then you agree to indemnify us for that loss.
 - Where you make participation in any activity compulsory then you will indemnify us for any claim that is made against us as a consequence of that activity unless we are found to be negligent.
- Insurance:**
- While we will effect insurance in relation to the site in respect of our obligations to you, you should ensure that you have insurance cover with a reputable insurer in relation to your obligations under the law and this agreement.
- Liability:**
- You agree to indemnify and keep us indemnified in respect of any loss we experience arising out of any claim that is made against us or against any person employed or contracted by us where that claim arises out of your negligent use or your attendees negligent use of the site or your failure to observe the terms of this agreement.
- General:**
- We will be entitled to notify you by forwarding a letter by ordinary post to your address appearing on the application form. It is your responsibility to notify us if the contact person changes or you change your address.