

## Terms and Conditions of Accommodation and Hire

### 1. Permitted Uses

Vision Valley Conference Centre is administered by Wesley Mission which is a Parish Mission of the Uniting Church in Australia. All intending Guests of the accommodation and the facilities of the Centre should be aware that no part of the property may be used contrary to the Principles and Regulations of the Uniting Church in Australia and of Wesley Mission.

Specifically, no alcohol or drugs are permitted in the Centre. Smoking is only permitted in certain designated outdoor areas.

Additionally, Vision Valley is a wildlife refuge. Accordingly all wildlife (birds, animals, plants and flowers) is protected. Dogs and other pets are not permitted within the Centre. For a breach of this requirement a \$2,000 fine will apply.

Clients and their guests must comply with all current Health, Safety and Fire Regulations and the requirements of any Government, semi-Government or local Government authority.

### 2. Bookings and Payments

- (a) Following submission of a written offer and quotation by the Central Bookings Office the Client (or, if a Corporation or Association, its duly authorised representative) must sign and return the Booking Contract (including anticipated number of Guests) and deposit.
- (b) Credit references may be required prior to confirmation of the booking.
- (c) The Operations Manager has the sole discretion to refuse acceptance of a booking for any Client and/ or their Guests if they believe such refusal is in the best interest of the Centre or other persons within the Centre's accommodation or facilities.
- (d) Signing and completion of the Booking Contract by a representative of a Corporation or Association must be in a form satisfactory to the Central Bookings Office.
- (e) Return of the Booking Contract should be accompanied by the payment of a deposit as outlined on the Booking Contract – or full payment if total cost of the accommodation and hire is less than \$1,000.00.
- (f) The booking cannot be confirmed until receipt of the Booking Contract and payment of the deposit. The Centre will confirm your booking in writing. A surcharge of 2.75% will apply if paying by credit card (Visa or MasterCard only).
- (g) The Centre reserves the right at its sole discretion and at any time to vary the Accommodation charge or any other charge in relation to the Centre.
- (h) The Centre may also apply an additional surcharge in relation to a Client and/ or their Guests arriving prior to the booked arrival time; or after 9:00pm.
- (i) All outstanding fees for accommodation and the Centre facilities must be paid by the Client within 7 days of the final invoice date. These fees will include all additional costs incurred in relation to the Accommodation or use of the Facilities or, for example, providing special dietary needs. Payment beyond 30 days of the final invoice date will attract a 5% penalty.
- (j) The Centre reserves the right to require payment in full of the advised cost prior to the date of the event, and to cancel the booking if that payment is not made.

### 3. Minimum Numbers

#### (a) Residential Bookings

Residential accommodation will be reserved for the total number of Guests stated on the Booking Contract (condition 2(a) above). It is a strict Condition of Hire that the Client must pay as a Minimum, the equivalent charge for 85% of the total full-time residential numbers stated on the Booking Contract, reflected as a Minimum Financial Commitment (MFC). The MFC does not include day visitors, partial stays, activities or casual meals.

The Minimum Number for exclusivity of the "whole of site" is that of 180 guests at the quoted per person rate.

The Minimum Number for exclusivity of the "main building" (includes lodges 1, 2, and 3) is that of 120 guests at the quoted per person rate.

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Due to the different capacities of the lodges, the following Minimum Numbers apply at the quoted per person rate: Lodge one - 45 guests; Lodge two - 30 guests; Lodge three - 42 guests; Stringybark Lodge - 50 guests.

Bookings of less than 30 people will be considered (with an absolute minimum of 20 guests), as long as there is another group on site during the same period.

(b) **Non-residential Bookings (single days)**

The Minimum Number for non-residential bookings is that of 12 guests at the quoted per person rate.

#### 4. Cancellation and Postponement

The Centre appreciates that on occasions a booking has to be cancelled or postponed because of changes in a Client's arrangements. The Centre still incurs expenses (particularly in relation to ordering of food, employment of staff and loss of other bookings) and in order to cover such expenses the following policy applies to all cancellations and postponements:

- (a) If the cancellation/ postponement is received more than four months prior to the date booked the deposit will be refunded after deduction of cancellation/ postponement and administration charges of \$1,000.00.
- (b) If the cancellation/ postponement is received less than four months prior to the date booked the Client will be required to pay the 85% equivalent sum for the booking in accordance with the Principle stated in Condition 3(a) above.
- (c) If within the said four month's period the accommodation is re-booked the Minimum Financial Commitment (MFC) to be paid by the Client will be reduced by the value of any replacement booking or bookings. The Cancellation/ Postponement and administration charge referred to in Condition 4(a) will still apply.
- (d) All cancellations/ postponements must be made in writing and must be received by the Central Bookings Office.
- (e) A postponement is considered the same as a cancellation.
- (f) The Operations Manager reserves the right at their sole discretion to cancel a booking with 7 days notice. In this rare event, full deposit will be refunded.

#### 5. Damage or Loss to Premises

The Client will be responsible for repair and rectification of all damage or breakage or excessive cleaning sustained or required to property or equipment of the Centre during the period of accommodation except to the extent that such damage, loss or breakage has arisen through negligence of the Centre or of its staff AND the Client will pay the total cost of making good such damage or breakage or cleaning.

#### 6. Damage to Hirer's Property, Injury or Death

- (a) The Centre will not accept responsibility for loss or damage to any equipment or possessions of the Client or their Guests during the period of booking.
- (b) The Client (including all Parents and Guardians of children under 18) must be aware that attending the Centre and participating in an activity involves an element of risk and that injury may occur.

#### 7. Indemnity

The Client HEREBY **releases and indemnifies** the Centre, Wesley Mission and the Property Trust from all actions, suits, damages, claims, costs, expenses and demands that the Client 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 Centre's premises or any part thereof except in the event that such injury, resulting in death or damage has arisen as a result of the gross negligence of the Centre or any of its staff.

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### 8. Use of Accommodation

Separate male and female accommodation and bathrooms are provided. Separate use of these facilities is a requirement. Family accommodation arrangements are the exception. Bed wetter's, sleepwalkers and guests under 6 should not sleep on top bunks. As a not for profit organisation, we reserve the right to re-allocate lodge accommodation at any time to ensure maximum site occupancy in order to keep our tariff as low as possible for our Guests.

### 9. Further Notes for Groups

- (a) Groups are responsible for the planning and running of their own programs with the exception of those activities (such as "adventure" activities or horse riding) requiring qualified staff. Adequate footwear (enclosed shoes) and correct clothing must be worn for all activities, and throughout the Centre. When Centre staff are running an activity or program, the group is still responsible for providing additional adult supervision and for the maintenance of discipline. If Centre staff are administering a Program, the Client and their Guests must obey all instructions issued by Centre staff.
- (b) In the event of harmful or disturbing conduct by a Guest or Guests to any person or the Centre the Operations Manager may require immediate departure of that Guest or Guests from the Centre.
- (c) Clients need to provide responsible adult supervision for all guests in the swimming pool.
- (d) Program content is dependant on availability of contractors, performers, and staffing (minimum numbers apply).
- (e) Clients must adhere to the strict **two week deadline** prior to the Retreat in providing total final numbers, (including daytime and fulltime residential guests), special dietary requirements, running programme, activity rotations, rooming list, linen (if required), and any other special requirements. The two week deadline is advised on the Confirmation Letter.
- (f) Guests are responsible for their own Personal Accident Insurance and we recommend the Group seek appropriate advice.
- (g) Groups are responsible for administering their own First Aid and bringing a First Aid Kit. Groups need to provide a supervisor qualified in CPR and holding a current First Aid Certificate. Groups are reminded of problems of exposure to the sun and should adopt good practices such as wearing adequate hats, protective clothing, and providing sunscreen.
- (h) Groups are responsible for ensuring the Centre's illness and injury register is completed for all such incidents.
- (i) Attendance is not permitted by any Guest suffering from an infectious or contagious illness prior to start of the event. Furthermore, should any guest develop an infectious or contagious illness during an event, the organiser should immediately advise Centre staff so that medical attention and/ or opinion can be sought. Continued participation in the event may be subject to medical advice.
- (j) Groups need to provide a list of guests names on arrival to the Duty Manager or Group Host and ensure that any day visitors also register and are made aware of the Terms and Conditions of Accommodation and Hire.
- (k) Groups are advised that there is an unfenced lake and a sewage treatment plant on site which could pose a risk to guests and that all children need to be adequately supervised at all times.
- (l) Groups may be required to share facilities with other groups. Generally, one conference area is provided for each group. Other venues may be available at an additional cost.
- (m) All Guests must comply with speed limits within the Centre.