
TERMS AND CONDITIONS

Effective 1 June 2020



INTRODUCTION

1. The completion of the **Booking Form** and **Hire Agreement** and the payment of a **Booking Deposit** by the Hirer constitutes an **offer to hire** the nominated venue of Uniting Venues SA (UVSA) on behalf of the Uniting Church in Australia Property Trust (SA), the corporate trustees for the Uniting Church in Australia ("the Owner"), for the period shown on the Booking Form.
2. **By signing the Booking Form the Hirer is consenting to the Terms and Conditions.**

CONFIRMATION OF BOOKING & DEPOSITS

3. All bookings must be confirmed within 28 days of the date of booking. A booking is confirmed upon receipt of a signed **Booking Form** and paid **Booking Deposit**.
 - a) Deposits are as follows:
 - Residential Bookings: 20% of the expected value of the booking or \$500 (whichever is the greater).
 - Day Bookings: 20% of the expected value of the booking or \$300 (whichever is the greater).
 - b) Deposits, less a \$55 administration fee, **will only be refunded** if written notice of the cancellation is received **at least four months** prior to the hire period.
4. A **minimum hire fee** applies to all bookings. The **minimum hire fee** is 75% of the expected value of the camp (excluding activities) as determined at the time of booking.

Note: The Adare Caravan Park, which operates during school holidays and long weekends, is excluded from Adare whole site bookings.

5. The Hirer will advise the Venue **at least seven days** before the commencement of the hire of:
 - The final number of persons
 - Arrival & departure times
 - Equipment required including linen
 - Any persons with a disability
 - Special catering /diet requirements
 - Other pertinent requirements.
6. The **hire charge will be based** on the greater of:
 - The actual number attending, or
 - The final number notified seven days prior to commencement, or
 - The group minimum hire fee.
7. **Payment terms:**
 - **First-time group bookings** ((of the venue hired) (excluding schools)); the minimum hire fee is due 7 days prior to the commencement of the hire. The remainder of the total hire fee is due within 14 days of the conclusion of the hire.
 - **Return group bookings;** the total hire fee is due within 14 days of the conclusion of the hire.
 - UVSA reserves the right to request payment in full prior to arrival and provision of services.

CANCELLATIONS & RELATED CHARGES

8. To cancel a booking the Hirer must notify the Venue in writing. The following charges will be calculated from the date of receipt of written notification:

- Cancellation prior to four months see clause 3b.
- Cancellations **within four months** from the hire period will incur a charge of 35% of the **minimum hire fee**.
- Cancellations **within two months** from the hire period will incur a charge of 45% of the **minimum hire fee**.
- Cancellations **within two weeks** from the hire period will incur a charge of 60% of the **minimum hire fee**.

Should a substitute booking be secured by the Venue then the amount due will be reduced by the value of the substitute booking.

HIRER RESPONSIBILITIES AND OBLIGATIONS

9. The Hirer **will**:

- Keep the site in a secure, clean, tidy condition and leave the site as it was found
- Not cause or permit any act or omission whereby the site or any part of the site is damaged
- Provide adequate supervision during all periods of use to ensure the safety and security of the site and all persons using it
- Make good at the Hirer's expense any damage to the site arising out of the use by the Hirer, its servants, agents, invitees or any other person using the site with the express or implied consent of the Hirer
- Not do or permit or cause to be done any act or thing which may tend to injure or offend against the reputation or principles of the Uniting Church in Australia
- Not conduct any activity in breach of any statute or the regulations of any local or public authority
- Upon arrival, provide a list of names of all participants and notify the Venue of any persons with a disability.

10. The Hirer releases The Owner and its agents and employees from any costs or loss arising from any accident, damage or injury occurring on the premises or in connection with an activity held away from the premises except where such accident, damage or injury results from any willful or negligent act or omission of The Owner, its agents and/or employees.

11. If the Hirer **fails to comply** with any of these Terms and Conditions, the Owner through the Venue Manager or other employee or agent may, by written or oral notice, **terminate the hire** and recover any charges due.

12. All information recorded on the attached form is collected and managed under the Uniting Church Privacy Policy. This information has been collected for the primary purpose of organising your stay at the Venue and may be used at some future date to send you promotional material relating to Uniting Venues SA. However, if you do not want the information to be used for any purpose other than the primary purpose described above, you should notify the Venue in writing.