

CCC FACILITIES USAGE TERMS & CONDITIONS

1. BOOKING CONFIRMATION:

Your booking will only be secured upon your signed acceptance of this document together with full payment of Booking Deposit. In order to secure your booking for the facilities, **we require a deposit** which shall be **non-refundable & non-transferable deposits**.

(For bookings made more than 6 months before Event Day a deposit of 20% is payable on Booking Confirmation and for bookings less than 6 months to the Event Day a deposit of 50% is payable).

2. PAYMENT TERMS:

Our payment terms are as follows:

If Event Day is less than 6 months from date of this letter:

- 50% of total charges is payable as Booking Deposit upon signing of this document
- 50% balance payable 1 month before Event Day, failing which you/ your agents/ your guests will not be permitted to enter our facilities.

If Event Day is more than 6 months after "Booking Confirmation" date:

- 20% of total estimated charges payable as booking deposit upon confirmation
- 30% balance payable 6 months before Event Day
- 30% balance payable 3 months before Event Day
- 20% balance and final payment 1 month before Event Day, failing which you/ your agents/ your guests will not be permitted to enter our facilities.

Payment can be made by bank draft or by bank transfer to:

Calvary Convention Centre

Alliance Bank (M) Berhad,
Plaza Mont' Kiara, 2 Jalan Kiara,
50480 Kuala Lumpur, Malaysia

Account number: 141940010075982

3. CANCELLATIONS:

Cancellations must be notified in writing and will be subject to the following charges:

TIME OF WRITTEN NOTIFICATION

- More than 180 days prior to Event Day
- Between 90 days to 180 days prior to Event Day
- Between 30 days to 90 days prior to Event Day
- Less than 30 days prior to Event Day

Cancellation charges:

25% of total usage charges
50% of total usage charges
80% of total venue cost
Strictly No refund

4. POSTPONEMENT:

If written notice of postponement is received not less than 120 days prior to Event Day and the new proposed Event Day is not later than 6 months from the original Event Day, then a charge amounting to 25% of total charges will be imposed for the original event.

The new date will be subject to CCC's availability.

5. FORCE MAJEURE

Neither party will be in default of this Agreement for nonperformance of its duties (including your inability to use the facilities) when the non-performance was caused by force majeure events beyond that party's reasonable control such as acts of war or terrorism, natural disaster, outbreak of disease or other acts of God. The non-performing party must give notice to the other party and must make all reasonable efforts to resume performance and limit harm to the other party.

Your acceptance, and agreement to abide by the Guidelines of Use in Appendix A are a prerequisite to our acceptance of your booking and the said Guidelines are incorporated as part of the overall terms and conditions of use which are to be read together with the Usage Agreement.

6. CONDITIONS OF USE:

A. Smoking:

The entire CCC is smoke free zone and smoking is **strictly prohibited** in all areas and you are responsible for enforcing this strictly during your Event Day, Set-Up Day and Tear Down day.

B. Alcohol

NO alcohol is allowed to be brought in or consumed at the CCC. You are responsible for enforcing this strictly during Event Day, Set Up Day and tear down

C. Food & Beverage:

NO food or beverage can be brought into the Auditorium Hall of the CCC because such consumption is only allowed at designated areas. You are responsible for enforcing this strictly during your days of use.

E. Insurance

You are required to arrange and obtain your own public and products liability insurance with coverage of not less than RM1 Million occurrence/aggregate. Evidence of this coverage shall be forwarded to us prior to the Event Day.

F. Advertising & Promotional materials

You are required to submit all proposed advertising and promotional materials to us and obtain our consent prior to its publication.

We reserve the rights to disallow any advertisement or promotional materials which does not meet our requirement without stating any reasons whatsoever.

G. Event (applicable for Performances, Concerts to be held in the Auditorium; and for usage of Multi Purpose Banquet Hall and other facilities if the usage involves a performance/concerts as part of the event)

- (i) You shall ensure that any performance within your Event shall not contain anything defamatory, controversial or which may bring CCC into disrepute;
- (ii) You/ shall ensure that the Artistes who performs at your Event shall not be person(s) who have been guilty of serious misconduct or misbehavior or involved in any illegal or illicit activities or has committed any indictable criminal offence at any point in time until the date of the Event.
- (iii) Any performance within the Event requires our approval. Applications for approval must be obtained at least thirty (30) days prior to the Event Day.
- (iv) Any performances within your Event must comply with the "Guidelines for use of CCC Facilities contained in the attached Appendix A.

7. FIXTURES

You are not allowed to use of any nails, hooks, tacks or screws in any part of the CCC or to alter the CCC in any respect. You are not allowed to affix any material to the walls, floor, doors, and ceilings or to alter the CCC in any respect without our prior written approval. In the event of any damage the costs of making good the same will be borne by you by way of deduction from the "Security Deposit". If the Security Deposit is insufficient to pay for the damage, then the excess will be a debt due from you to us.

8. DAMAGES

Prior to the event, we will schedule a mutually convenient inspection appointment to verify the condition of the facilities you have requested.. A final walk-through will take place at the completion of the event and a damage evaluation report will be completed. All damages except for normal facility wear and tear is your responsibility. You are responsible for replacing or repairing any damage sustained and such expenses will be borne by you by way of deduction from the "Security Deposit". If the Security Deposit is insufficient to pay for the damage, then the excess will be a debt due from you to us.

9. SIGNS, POSTER AND STICKERS, USE OF CCC AND/OR CHURCH NAME/LOGO

Pressure sensitive stickers and/decals are not allowed in the CCC. The use, distribution and location of all signs, overhead hanging signs banners, display material, cards and posters are subject to our review and control.

You are strictly prohibited from using Calvary Church/CCC, any logo, insignia, description, design, emblem, image or similar thereto or any derivative name sounding similar thereto or any picture or likeness of the Church/Convention Centre in anyway whatsoever without our prior written consent

10. BANNER, FLAGS AND FLAGPOLES

No banners can be hung either on the exterior of the CCC or within the CCC without our prior written approval.

We reserve the right to decline or cancel the permission for the use of CCC without any compensation for any particular event if the terms and conditions and guidelines herein stated and are not adhered to.

11. INDEMNITY

You agree to indemnify us and keep us indemnified against any and all losses or damage of whatsoever nature and howsoever arising (whether direct or consequential) associated with or connected to your use of our Facilities, including without limitation any claim made by any person who has patronised or entered into our Facilities (whether with or without your permission) as a result of your use of our Facilities.

GUIDELINES FOR USE OF CCC FACILITIES

The CCC is a unique facility dedicated for the hosting of holistic activities at international, regional and national levels - activities which develop the young and old, from all walks of life, to uphold healthy lifestyles, upright morals, communal responsibility and godly values.

And therefore, in all your activities held at Calvary Convention Centre (CCC) you are required to adhere and comply with the guidelines below.

1) EXAMPLES OF ACTIVITIES/USE THAT ARE SUITABLE:

- a. Education fairs and seminars
- b. Graduation/Award ceremonies
- c. Health, Medical, Environmental, Engineering, Travel, Sports Conferences/Conventions, Art & Book exhibitions
- d. Weddings/Company dinner/Birthday celebration & anniversaries
- e. Product launches and training seminars
- f. Concerts (Wholesome -family, cultural, opera & musicals, stage performances)

2) NOT ACCEPTABLE USE:

- a. Events not conducive to religious morals and cultural values
- b. Events organized or sponsored by gaming, tobacco or alcohol/liquor companies
- c. Events that are political in nature and related activities of political parties like ceramahs, AGMs, EGMs, debates, etc
- d. Performances by artistes involved in controversies and issues such as criminal activities, sex/drug involvement scandals, same sex marriage etc

3) SPECIFIC NON ACCEPTABLE ACTIVITIES/CONDUCT IN THE CCC PREMISES:

I. Tobacco/Smoking

- a. CCC is a smoke free facility and no smoking is allowed on the premises
- b. No cigarettes, tobacco or tobacco products are to be displayed and sold in the CCC

II. Alcohol

Consumption of alcohol in the CCC premises is strictly not allowed.

III. Gaming

No lottery and gambling events can be held in the CCC nor exhibitions promoting gaming and lottery sales.

IV. Ceremonial practices

Events held in the CCC not permitted to incorporate or include performance of religious or ceremonial practices of other faiths besides the Christian faith during the staging of their event in the CCC

V. Sponsorship

To follow the (Penggambaran Filem dan Persembahan Artis Luar Negara) PUSPAL guidelines on sponsorship.

VI. Food and beverages

Strictly no consumption of food or drinks in the auditorium

4) OTHER GUIDELINES

I. Clothing and attire

To follow the PUSPAL or government guideline for public performances.

II. Behaviour

To follow the PUSPAL or government guideline for public performances.

III. No vendors are allowed at the CCC premise during any event unless approved by the CCC Management in writing.

The CCC Management reserves the right to decline or cancel the permission for the use of CCC without any compensation for any particular event if the guidelines are not adhered.

Guidelines for use of CCC facilities agreed and accepted by:

.....
Name:

(Signature & Company Chop)

.....
Date