



TERMS AND CONDITIONS – FUNCTIONS (with or without Hosted Accommodation)

- 1. Function Quotes.** The **Terms and Conditions – Functions** should be read in conjunction with the Function Quote.
- 2. Single Party Booking.** It is agreed that this is an exclusive booking of the entire event facility and grounds known as The Mudcastle. No other bookings will share the facilities and it is intended that no other person, other than Function staff and/or the owners of The Mudcastle property, will be present throughout the time that the venue has been exclusively booked.

It should be noted, however, that The Mudcastle management is unable to totally prevent the arrival of unscheduled visitors who have not made an appointment but every effort will be made to reschedule any such unexpected visits.

Hosted Accommodation prior to or after a Wedding, Function or Event held at The Mudcastle is available as an optional extra and is charged at one set rate for 1 – 16 persons using up to 8 rooms in the normal bed configuration.

- 3. Booking Contact Person/Function Organiser.** It is agreed that all arrangements for the Function or Wedding with or without accommodation will be made between The Mudcastle and a primary designated person acting as the Booking Contact Person/Function Organiser. In the event that The Mudcastle is required to work with multiple or changing people on arrangements over the course of a booking, additional charges may apply.

The Booking Contact Person/Function Organiser is The Mudcastle's client for the purposes of this contract. Function attendees and guests staying in the accommodation should be advised that The Mudcastle has been booked to provide services that they have been specifically arranged for each Function by the client. If for any reason these arrangements do not meet the expectations of Function attendees and guests staying in the accommodation, they will need to approach the Booking Contact Person/Function Organiser to discuss any changes they might wish to be made to the booking arrangements made with The Mudcastle.

The Booking Contact Person is responsible for relaying accurate information to his/her guests relating to the facilities and/or services provided at The Mudcastle. An information sheet summarising the main points to advise function attendees and guests staying in the accommodation is included at the end of these Terms and Conditions.

4. **Further development projects.** Bookings are made on the understanding that further development or maintenance projects may be underway on one or more parts of The Mudcastle property at the time of a function.
5. **Booking and Deposit Policy.** A Function reservation with or without Accommodation is confirmed with the payment of the required deposit and the signing and returning of this completed contract which includes the provision of a valid credit card number (to be used in case of incidentals). **Dates will only be blocked on online travel agency websites once these two steps have been completed.**

Deposits for Functions with or without Accommodation will be the amount advised by The Mudcastle. Special Offer deposits apply but additional deposits and/or pre-payments may be required for bookings of Functions with Accommodation and for any hire items or services organised by The Mudcastle with external suppliers for guests. Any such further deposits or pre-payments are subject to management request.

The signatories to this contract acknowledge their responsibility to ensure that this clause is complied with if someone else is paying.

6. **Cancellation and Refund Policy.** Cancellation of a Function with or without Accommodation must be received in writing. The initial Function deposit is non-refundable unless the booking is able to be replaced with a booking of equal or greater value. Refunds of any further deposits and/or pre-payments will be made on a case-by-case basis. Any refund will factor in any penalty The Mudcastle may incur from outside suppliers and will be consistent with The Mudcastle's online tourist agency cancellation policy eg. Accommodation that is cancelled within 28 days of the stay will incur a 50% penalty. Functions with or without Accommodation may be re-booked on another date without penalty.

If the reason for cancellation of the Function with or without Accommodation is due to a Covid-19 Alert Level change, and re-booking is not possible, a special refund will be determined by The Mudcastle on a case-by-case basis.

7. **Additional/Early Access to Venue, Accommodation Check-in/Check-out.** Access to the venue outside the stated venue hire period may be possible but this is subject to other booking commitments and will incur extra charges.

Venue hire for Wedding bookings begins from 12 noon. In the event that The Mudcastle has guests vacating at 10am that day, The Mudcastle will prioritise the order of cleaning to provide access from 12 noon to the area(s) most urgently required by the incoming client. For example, this may be the Function Turret or, for Functions with Accommodation, it may be the 2 outlying accommodation suites for the bridal party to get ready in. It should be noted that for Functions with Accommodation, access to the rest of the accommodation at 12 noon is at the sole discretion of The Mudcastle management and cannot be made available unless a full chambermaiding turnover, between guest clean and ventilation of all rooms of The Mudcastle has been completed.

Check-in is strictly **from 4pm** if the Accommodation is booked the night before a Wedding.

It is the responsibility of the person making the booking to ensure that all function attendees, accommodation guests and external service suppliers are advised of the access times applicable to the booking.

No compromise can be made on the time required to complete a full chambermaiding turnover, between guest clean and ventilation of all rooms of The Mudcastle and it is important that outgoing guests' exclusive venue hire and entitlement to privacy at The Mudcastle is respected.

No exception will be made if guests or external service suppliers ignore this requirement and turn up earlier than the stated times expecting to gain access and/or check-in.

Check-out for all Function bookings with Accommodation stays is **10am**. Guests are required to have vacated their rooms by 10am to allow chambermaiding and cleaning contractors access to begin the turnover. A late check-out from the property of 12 noon may be possible subject to other booking commitments, but this is at the sole discretion of The Mudcastle management and must be agreed with The Mudcastle in writing prior to the stay.

8. Catering for Functions with or without Accommodation.

To comply with Council requirements, catering for all Functions must be handled by caterers who operate by special arrangement with The Mudcastle. Self-catering is not possible for guests staying in the Accommodation prior to or after a Function and it is expected that the Owners' personal kitchen and areas designated as 'Private' are respected as no-go areas during a hosted accommodation stay.

A casual catered dinner with drinks the night before a Wedding or Function is available for in-house guests and additional guests as an optional extra by prior arrangement with The Mudcastle management.

The hosted accommodation flat rates quoted include breakfast.

The Mudcastle operates a single sitting for serving breakfast and that time is agreed between the Booking Contact Person and The Mudcastle.

It is the responsibility of the Booking Contact Person to advise everyone in the group what time breakfast will be served and that a Continental breakfast is served the morning of a Wedding and a Continental and Cooked breakfast the following morning.

To comply with Council food hygiene requirements, The Mudcastle is unable to permit leftover function food (if any) to be taken away. The sole exception is wedding cake that has been supplied by the client.

9. Special Diets. Function attendees and in-house Hosted Accommodation guests must advise The Mudcastle of any medical conditions/food allergies requiring separate food to be prepared no later than 5 working days prior to the Function. Special diets involving significant extra cost to the Caterer may incur an additional charge.

Breakfast for additional guests not staying in-house is possible provided that the required prior notice is given. Breakfast charges will apply at set rates for each additional guest.

10. Final Numbers, Minimum numbers, “extras”, “no shows” and Catering Charges. Final numbers for Functions, casual dinners and breakfasts must be confirmed in writing no later than 5 working days prior. The number of guests confirmed for a Function or casual dinner may not vary across courses. If service supplier “extras” eg. bus drivers, entertainers, photographers, celebrants etc. are not included in final numbers but they partake of catered food as if they were a guest, additional costs will apply. Function catering is ordered and provided on a strictly per head basis so please include anyone in your final confirmed numbers that you intend the Caterer to feed.

If guest numbers increase after confirmation, the Caterer and The Mudcastle must be advised as soon as possible. If a greater number of guests arrive than the number confirmed and the Caterer and The Mudcastle were not advised, additional costs will apply and it will be at the sole discretion of the Caterer as to the amount of the extra catering charges.

If a lesser number of guests attend the Function or casual dinner than the final confirmed number for whatever reason, it will be at the sole discretion of the Caterer as to the number charged.

If a minimum number requirement has been stipulated by The Mudcastle for a Function event and numbers attending the Function fall below that number for whatever reason, the minimum number will be charged.

11. Covid-19 Contact Tracing. A full list of guests attending the Function and accurate contact details for each person must be provided to The Mudcastle management and guests must comply at all times with any current and relevant Covid-19 related restrictions imposed by the NZ Government/Ministry of Health. A separate list of guests staying in each room must also be provided. The contact information will not be used by The Mudcastle for marketing purposes.

Additionally, all Function attendees and all guests intending to stay overnight must be advised not to come to The Mudcastle if they are feeling unwell.

The Function Organiser will check off the guests against the attendee list on arrival so that the list provided to The Mudcastle is accurate.

12. Alcohol Policy. The Mudcastle is a Fully Licensed Function venue. BYO (bringing your own) alcohol is not permitted by guests at Functions with or without Accommodation. Violation of this condition by any person will result in confiscation of the alcohol and/or penalty charges for the Function Organiser.

13. Smoking, Vaping and Drug Policy. A no smoking policy is observed inside The Mudcastle and this includes vaping. Windows and doors must be closed if guests are smoking or vaping directly outside on decks and patios. As special cleaning is required to remove contaminant odours from smoking, a \$200.00 +GST cleaning fee

per room will be charged to the Function client if this request is ignored by guests attending a function or staying in the accommodation.

Under no circumstances may guests bring, consume or leave illegal drugs on The Mudcastle property.

14. Fireworks, Confetti, Rice, Petals, Glitter, Table Scatters, Candles, Incense, and Other Decorations. Paper Confetti and rice are not permitted but natural petals may be used as confetti. Fireworks are not permitted. An exception is made for hand-held sparklers on the proviso that Function clients ensure they are not discarded in the grounds or left on any surface that could be burned. Function clients are welcome to supply their own table centrepiece decorations but candles and incense sticks must be contained so they do not burn, or drip on, the table linen and must not be left unattended at Functions at any time. Accommodation guests are not permitted to burn candles in any of the bedrooms. Glitter is not permitted and table scatters must be approved by The Mudcastle.

15. Music and Noise. Live bands, DJs and Function clients operating their own music sound systems are welcome at Functions but all must comply with acceptable noise levels. The Mudcastle management has the right, without liability, to shut down music if instructions in relation to noise volume are not followed.

16. Telephone and Wi-Fi. Cell phone reception and Wi-Fi coverage is limited due to our location and does not extend to all areas of the property. Function Organisers should advise guests to print off their scripts for "The Secret" Murder Mystery rather than rely on being able to access these on their phones.

Wi-Fi is supplied at no charge. Guests may make toll and cell phone calls from our landline on request. Charges may apply if this use is substantial.

17. Facilities, Amenities and Information specific to Function with Accommodation guests.

- a) Hosted Accommodation guests can expect carafes of filtered water to be provided in all guest bedrooms.
- b) A self-service tea and coffee station is included as part of all function menus, breakfasts or casual dinners catered on-site. Should Hosted Accommodation guests require a tea and coffee buffet to be available around the clock during their stay, this must be arranged by the Booking Contact Person and will incur an additional charge.
- c) Bathrobes and house slippers are provided for guest use for the duration of their stay but individual toiletries are no longer provided and the Booking Contact Person should advise all members of the group that these have been replaced with dispensers in the bathrooms as part of an industry wide sustainability initiative.
- d) The Mudcastle management can provide personal laundry services for Function with or without Accommodation guests on request.

- e) The group should be advised that, on advice, fire extinguishers are no longer provided in every room. Guests are to concentrate instead on exiting the building via the nearest safe exit.
- f) If the normal bed configuration in rooms is required to be changed for any reason by either splitting beds or adding a foldaway bed, additional charges apply.
- g) The Mudcastle has four (4) foldaway beds that may be added to certain rooms by prior arrangement. These additional beds will be charged on a per night basis and the rate charged will include breakfast.
- h) Hosted Accommodation guests are permitted to bring portacots and highchairs for small children but are not permitted to bring caravans, campervans, tents, airbeds etc. on site for additional guests and extra guests may not sleep in cars or vans parked on the property.
- i) Daily room servicing and linen changes are not included for multi-night Function with Accommodation stays but can be arranged if required.
- j) Clause 21 applies to all guests attending functions at The Mudcastle but the Booking Contact Person should advise guests staying in the accommodation to be especially careful to avoid staining and damage from rose petals strewn on beds, massage oil and makeup, especially lipstick and nail polish.
- k) End of stay cleaning and chambermaiding services are included in the rate charged for Hosted Accommodation but The Mudcastle reserves the right to charge for additional cleaning time if clause 17 j) has been disregarded; a significant number of items have not been returned to the rooms in which they were originally or if areas have been left unacceptably dirty.

18. Children. Children must be supervised at all times by parents, specified guardian or other guests. Young children are not permitted to play the Bernstein baby grand piano or play with the plaster medieval chess set in the Lounge.

19. Pets. Pets are not permitted at The Mudcastle.

20. High Heels. Heel protectors must be worn on all shoes with heels of 2cm diameter or less to prevent causing damage to the clay and timber floors. The Booking Contact Person is required to advise all Function attendees and all guests intending to stay in the accommodation of this requirement prior to the Function. Guests will be required to remove any fine-heeled shoes that are not fitted with suitable heel protectors before entering The Mudcastle building. Any repair cost for damage resulting from a failure to adhere to this essential requirement will be charged to the Function client.

21. Breakages, Loss and Damage. Any loss or irreversible damage to items owned by The Mudcastle business or by Kevin and Glenys Johnston personally shall be reimbursed at replacement value and this provision shall extend to any hired items that are, at the time of the Function, on The Mudcastle premises.

For the avoidance of doubt, damage includes staining to linen and damage of any surface caused by any substance. These substances include, but are not limited to, food, alcohol, rose petals, massage oil, incense, candle wax and makeup. Loss includes linen, slippers and bathrobes that have been supplied to guests for use during their stay.

In the event that the damage can be reversed, all costs involved in reversing the damage shall be claimable from the Function Organiser and reimbursed to The Mudcastle.

22. Photos. It is understood that photos taken on The Mudcastle premises may be provided to The Mudcastle for use in future venue promotions and The Mudcastle agrees to credit the photographer whenever it is practical to do so.

23. Balance of Payment. The balance of payment for a Function with or without Accommodation is required before departure from the premises. In the event that Function clients are paying individually for their meals or accommodation, the Function Organiser must either collect payment or pay The Mudcastle themselves and be reimbursed by the individuals. The Mudcastle will operate a cash bar by prior arrangement and Function guests may pay as they go or set up bar tabs which are payable in full before departure from the premises.

For corporate Function clients, and by prior arrangement only, a 7-day account may be sent.

The signatories to this contract acknowledge their responsibility to ensure that this clause is complied with in the event that someone else is paying for the Function.

In the event that payment is not made in accordance with this clause or any other arrangement agreed with The Mudcastle, interest will be charged from the due date at a rate of 15% per annum, together with any recovery costs that may be incurred.

24. Methods of Payment. Payment may be made by cash, Eftpos, direct credit transfer, Mastercard or Visa. There is a 3.5% surcharge payable on credit card transactions. Direct credit payments should be made to The Mudcastle's bank account at Kiwibank, Nelson 38-9009-0308424-00.

I/We confirm that we have read the above terms and conditions.

To indicate acceptance, please initial the bottom of each preceding page, sign and complete the section below, then scan and return the full document to The Mudcastle.

Function/Accommodation date(s): _____

Purpose of function: _____

Credit card details: Name on card: _____

Card number: _____

Expiry date: _____

Signed: _____ **Date:** _____

Name: _____

Address: _____

Email: _____ **Phone:** _____

Signed: _____ **Date:** _____

Name: _____

Address: _____

Email: _____ **Phone:** _____

It is expected that the Booking Contact Person/Function Organiser will provide any relevant information from the above Terms and Conditions and the summary list below to all Function attendees and accommodation guests prior to their arrival at The Mudcastle.



INFORMATION FOR FUNCTION GUESTS (For Function bookings with or without Accommodation)

1. It is important that all guests understand that The Mudcastle is a private home and not a hotel. If interested, the story of The Mudcastle can be found on www.themudcastle.co.nz.
2. Guests should be made aware that further development or maintenance projects may be underway at the time of their function/overnight stay.
3. Guests will need to approach the Booking Contact Person/Function Organiser if they wish any changes made to the booking arrangements made with The Mudcastle.
4. Due to its construction materials, The Mudcastle has a distinctive earthy/wood/beef tallow scent in some areas, especially later stage additions, so it is important that this phenomenon is correctly explained to guests to avoid misinterpretation.
5. BYO (bringing your own) alcohol is not permitted.
6. Guests must be advised that they may not wear shoes with fine heels inside The Mudcastle unless the shoes are fitted with appropriate heel stoppers.
7. Covid-19 precautions include the requirement that all guests not to come to The Mudcastle if they are feeling unwell.
8. The earliest arrival or check-in time for guests for this booking is _____. It is important that outgoing guests' exclusive venue hire and entitlement to privacy at The Mudcastle is respected and the time that The Mudcastle requires to complete a full chambermaiding turnover, between guest clean and ventilation of all rooms is recognised. No exception will be made if guests ignore this requirement and turn up earlier than the stated time expecting to gain access to the property and/or check-in.
9. Guests should be advised that cell phone reception and Wi-Fi coverage is limited due to the location of The Mudcastle and does not extend to all rooms or areas of the property. Guests should print off their scripts for "The Secret" Murder Mystery rather than rely on being able to access these on their phones.
10. If the accommodation is booked the night before a Wedding or Function, a Continental breakfast is served the following morning. A Continental and Cooked breakfast is served the morning following a Wedding or Function.
11. Self-catering using the owners' personal kitchen is not possible during function and hosted accommodation stays.
12. Guests should be advised that The Mudcastle operates a single sitting for serving breakfast and food will only be served at the time organised by the Booking Contact Person.
13. Guests must provide The Mudcastle with 5 days' prior notice of any medical conditions/food allergies requiring separate food to be prepared.
14. Guests should also be advised of any subclauses from Clause 17 of the T&Cs that the Booking Contact Person considers relevant to this booking.