



THE MUDCASTLE

NELSON NEW ZEALAND

TERMS AND CONDITIONS – SELF-CATERING ACCOMMODATION

- 1. Exclusive Hire Policy.** All Self-catering Accommodation bookings reserve The Mudcastle exclusively ie. no other bookings are taken.
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.
For Self-catering Accommodation stays, the owners of The Mudcastle vacate their personal kitchen and stay in separate quarters on the property. They are available throughout your stay should you require assistance with anything.
- 2. Booking Contact Person.** It is agreed that all arrangements for a Self-catering Accommodation stay will be made between The Mudcastle and a primary designated person acting as the Booking Contact Person. In the event that The Mudcastle is required to work with multiple or changing people on the same arrangements over the course of a booking, additional charges may apply.

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 the rest of the group is included at the end of these Terms and Conditions.
- 3. 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 their stay. Any planned work likely to cause disruption to guests will not continue during Self-catering Accommodation stays and guests will be advised if access is ever required to attend to urgent and essential repairs.
- 4. Flat rate charges.** The accommodation is charged at one flat rate for 1 – 16 guests using up to 8 rooms in the normal bed configuration.
- 5. Additional Guests.** By prior arrangement only and only if additional guests can be accommodated within The Mudcastle building.

Self-catering Accommodation guests are permitted to bring porta-cots and highchairs for small children but guests 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 Mudcastle property.

The Mudcastle has four (4) foldaway beds that may be added to certain rooms by prior arrangement. An extra charge will apply for each additional guest per night. Penalties apply if additional guests are not disclosed by Self-catering Accommodation clients.

No bedding may be removed from guest rooms for use elsewhere without prior agreement of The Mudcastle management.

6. **Covid-19 Contact Tracing.** A full list of guests staying in each room 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. The contact information will not be used by The Mudcastle for marketing purposes.
7. **Confirmation of booking, Deposit Policy and Balance of Payment.** Confirmation procedures, deposit and final payment policies vary between online accommodation booking websites.

Self-catering Accommodation bookings made directly with The Mudcastle are confirmed with the payment of a 50% deposit and the signing and returning of this completed contract which includes the mandatory provision of a valid credit card number (to be used in case of incidentals). **It should be noted that dates will remain available on online travel agency websites until such time as these two steps have been completed.**

The balance of payment for Self-catering Accommodation bookings is required no later than one month prior to the booking start date. The signatories to this contract acknowledge their responsibility to ensure that this clause is complied with in the event that someone else is paying.

8. **Cancellation and Refund Policy.** Cancellation of a Self-catering Accommodation booking must be received in writing. Cancellation policies vary between online accommodation booking websites but for Self-catering Accommodation bookings made directly with The Mudcastle, cancellations within 28 days of the stay incur a 50% penalty and no shows, 100%. Bookings may be postponed and re-booked on another date without penalty.

If the reason for cancellation is a Covid-19 Alert Level change, and postponement/re-booking is not possible, a special refund will be determined by The Mudcastle on a case-by-case basis.

9. **External Service Providers.** If external services eg. flowers, massage, tours and activities etc. have been organised for you by The Mudcastle management from external suppliers, payment in full for these services is required in advance.
10. **Self-catering Accommodation Guest Check-in and Check-out.** Guest check-in to Self-catering Accommodation is strictly from **4 pm**.

It is the responsibility of the person making the booking to ensure that everyone in the group is advised that access to the property is strictly from 4pm. To complete a full chambermaiding turnover and between-guest clean

with ventilation of all rooms, no exception will be made if Self-catering Accommodation guests ignore this essential requirement and turn up earlier than 4 pm expecting to check-in.

Check-out for all Self-catering Accommodation stays is **10 am**. A late check-out 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 Self-catering Accommodation stay.

A compendium for Self-catering Accommodation stays will be provided and guests will be met on arrival and taken through the most important points.

11. Cooking. The Owners' personal kitchen facilities, including BBQ, are available for use by Self-catering Accommodation guests.

It is expected that Self-catering Accommodation guests will be self-sufficient in terms of providing consumable supplies for their stay but a limited quantity of basic pantry staples, dishwash liquid, dishwasher powder, gladwrap, foil, paper towels, shampoo, soap, toilet paper and tissues will be provided for convenience and use for the duration of the stay.

A selection of fruit grown on the property will be provided for your use however additional produce growing on the property and the pantry and cleaning supplies provided by The Mudcastle are not to be taken on departure.

It is expected that guests clean the BBQ after use or additional cleaning fees will apply.

The cooking of odorous foods such as curries and spices is not permitted. The Mudcastle reserves the right to charge for any necessary cleaning services to remove odours from furnishings and walls.

It is expected that guests will:

- Not put hot pans directly onto the white polycarbonate kitchen sink bench
- Take care when handling items in the sink area that will leave stains eg turmeric, flowers with pollen stamens such as lilies etc.
- Use the large wooden chopping boards provided and not chop directly on the wooden kitchen and pantry benches
- Not put wooden items in the dishwasher

12. Alcohol and Drug Policy. The Mudcastle's primary business activity is as a Fully Licensed function venue. However, bringing your own alcoholic beverages (BYO) in limited quantities is permitted for Self-catering Accommodation bookings. This concession is granted conditionally and on the provisos that:

- a) the supplies are for consumption by in-house accommodation guests only and
- b) guests do not behave in any way that would jeopardise the liquor licence for The Mudcastle business.

Under no circumstances may illegal drugs be brought onto or consumed on The Mudcastle property.

13. Functions and Parties. For Self-catering Accommodation clients, holding a function, event or party on The Mudcastle premises is **strictly forbidden**. An exception may be granted by prior agreement with The Mudcastle management if the function involves in-house accommodation guests only.

The Mudcastle management reserves the right, without liability, to enter the premises and shut down any function or party that has not been agreed or if behaviour is such that the Owners are concerned.

In the event that additional invited guests are involved, The Mudcastle must be booked as a function venue to comply with Council resource consent and Liquor Licence requirements. Drinks would be provided and served by The Mudcastle and the function catering would be handled by the caterers who operate by contractual arrangement with The Mudcastle.

Clients booking under the Self-catering rate are not permitted to engage external caterers to cater for them on The Mudcastle premises using The Mudcastle's catering facilities.

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

15. Laundry. Laundry facilities are available for use by Self-catering Accommodation guests.

16. Telephone and Wi-Fi. Any toll and/or cell phone calls made from the landline phone during a Self-catering Accommodation stay will be charged as an incidental. Wi-Fi is supplied at no charge but clients are advised that cell phone reception and Wi-Fi coverage is limited due to our location and does not extend to all areas of the property or all bedrooms.

17. High Heels. Heel protectors must be worn on all shoes with heels of 2cm diameter or less to prevent causing damage to our clay and timber floors. In the absence of suitable heel protectors, shoes with fine heels as described must be removed before entering the Castle. Any repair cost for damage resulting from a failure to adhere to this essential requirement will be charged to the client.

18. Smoking and Vaping 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 client if this request is ignored.

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

19. Fireworks, Confetti and Glitter. Confetti, glitter and fireworks are not permitted. An exception is made for hand-held sparklers on the proviso that clients ensure they are not discarded in the grounds or left on any surface that could be burned.

20. Braziers and Outdoor Fires. Permits from the Rural Fire Service are required for any proposed outdoor fire anywhere on The Mudcastle property. Permits can be arranged but braziers and outdoor fires may only be lit if a permit has been granted.

- 21. Music and Noise.** Self-catering Accommodation guests must comply with acceptable noise levels at all times. The Mudcastle management has the right, without liability, to enter the premises and shut down music if complaints have been received and/or instructions in relation to noise volume are not followed and/or behaviour is such that the Owners are concerned.
- 22. Owners' Privacy.** Certain cupboards, drawers and areas will be designated private where possible by the use of ribbons tied on handles and it is expected that Self-catering Accommodation guests respect that these areas are private and should not be accessed. Self-catering Accommodation guests, especially children, are not permitted to enter the area of the grounds where the freestanding sheds are located at any time.
- 23. 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.
- 24. Breakages, Loss and Damage.** Breakages, loss or 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 accommodation stay, 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 for use during your stay.
- 25. Candles and Incense.** Candles and incense sticks must be contained so they do not burn, or drip on, the table linen or other surfaces and must not be left unattended at any time.
- 26. Bed Configuration.** If the normal bed configuration in rooms is required to be changed for any guest for any reason by either splitting beds or adding a foldaway bed, additional charges apply.
- 27. Room Servicing.** Daily servicing of rooms is not included in the charge rates for Self-catering Accommodation stays but can be arranged if required.
- 28. Room Allocation across multiple nights.** Multi-night accommodation rates are based on the same guests staying in each room or suite for the duration of the booking. In the event that different guests stay in rooms on different nights and bedlinen changes or replacement towels etc. are required to be provided, extra charges will apply.
- 29. Cleaning, Rubbish and Recycling.** The owners of The Mudcastle vacate their personal living areas and leave their home clean and tidy prior to Self-catering Accommodation stays. Self-catering guests are expected to return the owners' home to them in a similarly clean and tidy state. This includes:

- washing and putting away dishes

- wiping down of benchtops/table surfaces
- wiping out any spills in ovens or microwave or fridge
- cleaning the BBQ if used
- carpet sweeping, sweeping/mopping of floors as required.

Post-stay chambermaiding (full bed, bath and kitchen linen change), dumping of landfill rubbish and taking of recyclables to the recycling station are included in the Self-catering Accommodation charge rates.

The Mudcastle reserves the right to charge for additional cleaning time if a significant number of items have been moved by guests or if no effort to sort landfill rubbish from recyclables has been made or areas of the owners' home have been left unacceptably dirty.

30. Return of keys and alarm remote. Failure to return any issued keys or security alarm remote on departure will result in a charge for the cost of a lock change for all exterior doors and a replacement alarm remote.

31. Methods of Payment. Payment may be made by cash, Eftpos, direct credit bank 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.

Signed: _____ **Date:** _____

Name: _____

Address: _____

Email: _____ **Phone:** _____

Credit card details: Name on card: _____

Card number: _____ **Expiry date:** _____

Accommodation date(s) in and out: _____



CASTLE INFORMATION FOR SELF-CATERING ACCOMMODATION GUESTS

1. It is important that all guests understand that The Mudcastle is a private home and not a hotel.
2. Guests should be made aware that further development or maintenance projects may be underway at the time of their stay.
3. 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.
4. 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.
5. Covid-19 precautions include the requirement that guests do not come to The Mudcastle if they are feeling unwell.
6. Guests should be advised that Wi-Fi coverage is limited due to our location and does not extend to all areas of the property or all bedrooms.
7. All members of the group should be advised that individual toiletries have been replaced with dispensers in the bathrooms as part of an industry wide sustainability initiative and 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.
8. Guests are advised that drinking water should be filtered.