



TERMS AND CONDITIONS - FUNCTIONS

- 1. 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 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.
- 2. Function Organiser.** It is agreed that all arrangements for the Function shall be made between The Mudcastle and a primary designated person acting as the Function Organiser. In the event that The Mudcastle is required to work with multiple or changing people on the same arrangements over the course of a Function or Wedding booking, additional charges may apply.
- 3. Deposit Policy.** A Function reservation is confirmed with the payment of the required deposit, the provision of a valid credit card number (to be used in case of incidentals) and the signing and returning of this completed contract. The Function deposit amount is the full venue hire charge. Additional deposits may be required subject to management request.
- 4. Cancellation and Refund Policy.** Cancellation of a Function must be received in writing. The deposit is non-refundable unless the booking is able to be replaced with a booking of equal or greater value. Functions may be postponed and re-booked on another date without penalty.

If the reason for cancellation of the Function is due to 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.

- 5. Additional Access to Venue.** 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. It is strongly recommended that Function Organisers explain this requirement to external service suppliers so that unnecessary charges are not incurred and outgoing guests' exclusive venue hire and privacy at The Mudcastle are not compromised.
- 6. Hired Items or External Service Providers.** If hire items or services have been organised by The Mudcastle from external suppliers, payment in full is required in advance of the Function.

7. **Catering.** To comply with Council requirements, catering for all Functions must be handled by caterers who operate by special arrangement with The Mudcastle.
8. **Special Diets.** Special diet requirements must be confirmed no later than 5 working days prior to the Function and may incur an additional charge.
9. **Final Numbers.** Final numbers must be confirmed in writing no later than 5 working days prior to the Function.
10. **Catering Charges.** The number of guests confirmed for a Function is the minimum per head charge and may not vary across courses. If a lesser number of guests attend the Function than the final confirmed number due to sudden illness or bereavement, it will be at the sole discretion of the Caterer as to the number charged. 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.
11. **Extra Catering Requirements.** If 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 strictly per head so please include anyone in your final confirmed numbers that you intend the Caterer to feed.
12. **Minimum Number.** If a minimum number requirement has been stipulated for a Function event and numbers attending the Function fall below that number for whatever reason, the minimum number will be charged.
13. **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 together with a declaration that no Function attendee has travelled from inside an Alert Level 4 region. This information will not be used by The Mudcastle for marketing purposes.

Additionally, a commitment is required from the Function Organiser that all Function guests will be advised not to attend if they are 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.
14. **Alcohol Policy.** The Mudcastle is a Fully Licensed Function venue. BYO (bringing your own) alcohol is not permitted for Functions except in special circumstances and only by prior agreement. Violation of this condition by any person attending the Function will result in confiscation of the alcohol and/or penalty charges for the Function Organiser.
15. **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 Function Organiser is required to advise Function guests of this requirement prior to the Function. 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.

- 16. Smoking.** A no smoking policy is observed inside The Mudcastle. Windows and doors must be closed if guests are smoking 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.
- 17. Fireworks, Confetti, Glitter, Candles and Other Decorations.** Confetti and 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 must be contained so they do not burn, or drip on, the table linen and glitter is not permitted.
- 18. 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 as stated by management. The Mudcastle management has the right, without liability, to shut down music if instructions in relation to noise volume are not followed.
- 19. Children.** Children must be supervised at all times by parents, specified guardian or other guests.
- 20. Pets.** Pets are not permitted at The Mudcastle.
- 21. Breakages, Loss and Damage.** Any 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 Function, on The Mudcastle premises.
- 22. Balance of Payment.** The balance of payment for a Function is required before departure from the premises. In the event that Function clients are paying individually for their meals, 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.

- 23. 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.

24. **Hosted Accommodation.** Hosted Accommodation is available as an optional extra for Function and Wedding Function clients by prior arrangement. Terms and Conditions – Hosted Accommodation apply. See our website for details.

Hosted Accommodation booked the night before a Wedding or Function will include a Continental breakfast the next day. Hosted Accommodation booked the night of a Wedding or Function will include a Full breakfast the following day.

If Hosted Accommodation is booked for both the night before a Wedding or Function and the night of a Wedding or Function and a linen change is required after the first night as different guests are to be accommodated in the room for the second night, additional chambermaiding charges will apply.

25. **Hosted Accommodation Guest Check-in and Check-out.** Guest check-in to the accommodation for Function and Wedding guests is strictly from **4pm**.

It is the responsibility of the Function Organiser to advise all guests of the check-in time for accommodation. Due to Covid-19, 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 so no exception will be made if Function guests ignore this requirement and turn up earlier than 4pm expecting to check-in.

However, if a Wedding couple has booked the accommodation for the night of their Wedding and wish to get ready at The Mudcastle, the 2 outlying suites, The Peach Suite and The Gold Turret, may be made available from 12 noon on the Wedding day by prior arrangement and on condition that adequate time has elapsed from previous guests' departure to clean and ventilate these suites.

Check-out for all accommodation stays is **10am** unless a late check-out of 12 noon has been agreed with The Mudcastle prior to the Function.

26. **Accommodation Extras.** Additional charges apply for altering the normal bed configurations in rooms. Prior notice must be given for hire of additional foldaway beds and charges per bed, per night and for the breakfast being served to the rest of the in-house guests will apply. Additional guests may be invited for breakfast only by prior agreement and these guests will be charged at set rates per person.

27. **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.

Function date: _____

Purpose of function: _____

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

Credit card details: Name on card: _____

Card number: _____

Expiry date: _____

Signed: _____ **Date:** _____

Name: _____

Address: _____

Email: _____ **Phone:** _____

Signed: _____ **Date:** _____

Name: _____

Address: _____

Email: _____ **Phone:** _____