



# THE MUDCASTLE

NELSON NEW ZEALAND

## TERMS AND CONDITIONS - FUNCTIONS

1. **Deposit Policy.** A function reservation only becomes confirmed when a deposit is received. The deposit amount is the full venue hire charge. A valid credit card number (to be used in case of incidentals) is required at the time of confirming the booking. Additional deposits may be required subject to management request.
2. **Cancellation Policy.** Cancellation must be received in writing. The deposit is non-refundable unless the booking is able to be replaced with a comparable function.
3. **Additional Access to Venue.** Access to the venue outside the venue hire period may be possible but this is subject to other booking commitments and will incur extra charges. Early access is only possible by prior agreement with The Mudcastle.
4. **Hired Items or External Service Providers.** If hire items or services have been organised from external suppliers, payment in full is required in advance of the function.
5. **Catering.** To comply with Council requirements, function catering must be handled by caterers who operate by special arrangement with The Mudcastle.
6. **Special Diets.** Special diet requirements must be confirmed no later than 5 working days prior to the function and may incur an additional charge.
7. **Final Numbers.** Final numbers must be confirmed in writing no later than 5 working days prior to the function so that the catering supplies can be calculated and ordered.
8. **Catering Charges.** Catering charges may be either a fixed cost eg a pre-function platter or a per head charge. The number of guests confirmed 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.

- 9. 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.
- 10. 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.
- 11. Contract Tracing.** A full list of guests attending the function and accurate contact details for each person will be provided to The Mudcastle. This information will not be used by The Mudcastle for marketing purposes.
- 12. Alcohol Policy.** The Mudcastle is a Fully Licensed venue. BYO (bringing your own) alcohol is not permitted 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 client.
- 13. 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. Guests must be advised of this requirement prior to the function. 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 function client.
- 14. 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.
- 15. Fireworks, Confetti and Other Decorations.** Confetti 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. Clients are welcome to supply their own table centrepiece decoration but candles must be contained so they do not burn, or drip on, the table linen and glitter is not permitted.
- 16. Music and Noise.** Live bands, DJs and music sound systems are welcome but 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.
- 17. Children.** Children must be supervised at all times by parents or other guests.
- 18. Pets.** Pets are not permitted at The Mudcastle.
- 19. 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.

**20. Balance of Payment.** The balance of payment is required on departure from the premises. For corporate function clients, a 7 day account may be sent by prior arrangement. 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.

**21. Methods of Payment.** Payment may be made by cash, Eftpos, direct credit transfer, Mastercard or Visa before departure from the premises. 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.

**22. Accommodation Guest Check-in and Check-out.** Check-in to the accommodation for guests attending functions, including weddings, is 4pm and check-out is 10am unless a late check-out of 12 noon has been agreed. Guests must be advised of the check-in time by the client. Earlier access to the guest accommodation may be possible but this is subject to other booking commitments and will incur extra charges. Early access is only possible by prior agreement with The Mudcastle.

**23. Accommodation Extras.** Additional charges apply for altering the normal bed configurations in rooms. Prior notice must be given for hire of rollaway beds and additional charges apply.

**24. 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.

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

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Credit card details: Name on card:** \_\_\_\_\_

**Card number:** \_\_\_\_\_ **Expiry date:** \_\_\_\_\_

**Function date:** \_\_\_\_\_