



# 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. The accommodation is charged at either the 1 – 6 person rate (with a maximum of 4 rooms or suites used) or the 7 – 16 person rate (with up to 8 rooms or suites used).
2. **Maximum number.** The maximum number of guests that may stay under the self-catering rate is 16.
3. **Additional Guests.** In the event that additional beds are required, The Mudcastle has three rollaway beds that may be added to certain rooms by prior arrangement. An extra charge will apply for each additional guest.
4. **Fluctuating use of rooms during multi-night bookings.** Guests booking under the 1 – 6 person rate (maximum 4 bedrooms) may transition to the 7 – 16 person rate (up to 8 bedrooms) for any night(s) during their stay for which additional rooms are required. For groups booking a multiple night stay under the 7 – 16 person rate (up to 8 bedrooms), there is no price reduction in the event that some rooms are not used on some nights of the booking.
5. **Contract Tracing.** A full list of guests staying in each room and accurate contact details for each person will be provided to The Mudcastle management. This information will not be used by The Mudcastle for marketing purposes.
6. **Confirmation of booking, Deposit Policy and Balance of Payment.** Confirmation procedures, deposit and final payment policies vary between online accommodation booking websites.

For Self-catering Accommodation bookings made directly with The Mudcastle, a 50% deposit is required and the balance of payment is required on departure from the premises. A valid credit card number (to be used in case of incidentals) is required at the time of confirming the booking. Bookings are confirmed with the payment of the deposit and the signing and returning of this contract. The signatories to this contract acknowledge their responsibility to ensure that this clause is complied with in the event that someone else is paying.

7. **Cancellation Policy.** Cancellation of an accommodation booking must be received in writing. Cancellation policies may vary between online accommodation booking

websites but cancellations within 24 hours of the stay generally incur a 50% penalty and no shows, 100%.

8. **External Service Providers.** If external services eg. flowers, massage, tours and activities etc. have been organised from external suppliers, payment in full for these services is required in advance.
9. **Guest Check-in and Check-out.** Check-in for Self-catering Accommodation guests is 4 pm and check-out is 10 am. Earlier access to the accommodation and 12 noon check-out may be possible but this is subject to other booking commitments and is only possible by prior agreement with The Mudcastle. Extra charges will apply to accommodate an early check-in request.

A compendium of important information for Self-catering Accommodation stays will be provided. However, every effort will be made to meet and greet guests on arrival.

10. **Cooking.** The Owners' personal kitchen facilities, including BBQ, are available for use by Self-catering Accommodation guests. Basic pantry staples have been provided for convenience and use for the duration of the stay but these foodstuff supplies and the produce growing on the property are not to be taken on departure.

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:

- Clean the BBQ after use
- Not put hot pans directly onto the white polycarbonate kitchen sink bench insert
- Take care when handling items in the sink area that will leave stains eg turmeric, flowers with pollen stamens such as lilies etc.
- Not chop directly on the wooden kitchen and pantry benches
- Not put wooden handled knives in the dishwasher

11. **Alcohol Policy.** The Mudcastle's primary business activity is as a Fully Licensed function venue. However, BYO (Bring Your Own) 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.

12. **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 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 caterers who operate by special arrangement with The Mudcastle.

- 13. Pets.** Pets are not permitted at The Mudcastle.
- 14. Laundry.** Laundry facilities are available for use by Self-catering Accommodation guests.
- 15. Telephone and Wi-Fi.** Wi-Fi is supplied at no charge. Any toll and/or cell phone calls made from the landline phone during a self-catering stay will be charged as an incidental.
- 16. 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.
- 17. 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 client if this request is ignored.
- 18. Fireworks and Confetti.** 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.
- 19. Braziers and Outdoor Fires.** Permits from the Rural Fire Service are required for any proposed outdoor fire. These can be arranged but outdoor fires must only be lit when the necessary prior arrangements have been made.
- 20. 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.
- 21. Children.** Children must be supervised at all times by parents or other guests.
- 22. 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 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.

- 23. 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.
- 24. Room Configuration.** Additional charges apply for altering the normal bed configurations in rooms.
- 25. Room Servicing and Cleaning.** Privacy for Self-catering Accommodation guests staying at The Mudcastle is respected. Daily servicing of rooms and linen changes are not included for Self-catering Accommodation stays but can be arranged if required.
- 26. 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 the rooms on the different nights of a multi-night booking and replacement towels etc. are required to be provided, extra charges will apply.
- 27. Extra Cleaning.** End of stay cleaning and chambermaiding services are included in the Self-catering Accommodation rate but The Mudcastle reserves the right to charge for additional cleaning time if a significant number of items have been moved to other rooms by guests or if areas have been left unacceptably dirty.
- 28. 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.
- 29. 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.

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

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

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

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

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

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

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

**Accommodation date(s) in and out:** \_\_\_\_\_