



TERMS AND CONDITIONS – FUNCTIONS AND/OR HOSTED ACCOMMODATION

1. **Exclusive Hire Policy.** All Hosted B & B accommodation booking clients reserve The Mudcastle exclusively i.e. no other booking is taken at the same time. Hosted Accommodation generally forms part of a wedding or function booking at The Mudcastle. The accommodation is available to be booked pre and/or post function on a hosted basis at one set rate for 1 – 16 persons using up to 8 rooms in the normal bed configuration.
2. **Covid-19 Contract Tracing.** A full list of guests staying in each room and accurate contact details for each person must be provided to The Mudcastle management if requested together with a declaration that no guest has travelled from inside a region with border restrictions without a valid pass if such restrictions exist. Additionally, a commitment is required from the Hosted Accommodation stay organiser that all guests will be advised not to come to The Mudcastle if they are feeling unwell. The guest contact information will not be used by The Mudcastle for marketing purposes.
3. **Confirmation of booking, Deposit Policy and Balance of Payment.** A Hosted Accommodation booking is confirmed by payment of the required deposit and the signing and returning of this completed contract. **It should be noted that dates may remain available on online travel agency websites until such time as these 2 steps have been completed.**

As Hosted Accommodation generally forms part of a wedding or function booking at The Mudcastle, the deposit amount may, at the discretion of The Mudcastle management, combine both accommodation and venue hire aspects and will be advised by The Mudcastle on a case-by-case basis.

The balance of payment for Hosted Accommodation (whether it forms part of a wedding or function booking or not) is required no later than one month prior to the booking start date. In the event that no deposit has been paid for accommodation, full payment of this aspect is payable one month prior. The signatories to this contract acknowledge their responsibility to ensure that this clause is complied with if someone else is paying.

The balance of payment for all function costs and any accommodation extras must be paid in full on or before departure from the premises.

In the event that payment in full is not received on departure or before midnight on that day, The Mudcastle reserves the right to charge any and all debt collection fees, including but not limited to Dispute Tribunal Application fees, legal fees and debt collection agency fees.

4. **Cancellation and Refund Policy.** Cancellation of a Function and/or Hosted Accommodation booking must be received in writing. Cancellations of Hosted Accommodation bookings within 28 days of the stay incur a 50% penalty and no shows, 100%. Function deposits are non-refundable but Functions and/or Hosted Accommodation bookings may be postponed and re-booked on another date without penalty.
5. **External Service Providers.** If external items and/or services eg. flowers, massage, tours and activities etc. have been organised by The Mudcastle management from external suppliers for Hosted Accommodation guests, payment in full for these items and/or services is required in advance of the booking.
6. **Catering.** Hosted Accommodation rates include breakfast for all in-house guests. A continental breakfast is provided on the morning of a function should the accommodation be booked for the night before. A continental and cooked breakfast is provided on the morning after a function should the accommodation be booked for night of the function.

Additional catering to breakfasts and the function catering e.g. finger food lunch and casual dinner the night before is possible provided that prior arrangements have been made. Self-catering is not possible for hosted stays, and it is expected that the Owner's kitchen and areas designated as 'Private' are respected by all guests.

Special diet requirements must be advised prior to a Hosted Accommodation stay and may incur an additional charge.

7. **Alcohol and Drug Policy.** The Mudcastle is a Fully Licensed function venue and BYO is not permitted. An exception may be made in instances where the item required is not something The Mudcastle could obtain or would wish to stock.

An exception may also be made by prior arrangement concerning Bar services for Hosted Accommodation guests if there is no on-site function.

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

8. **Laundry.** Laundry facilities are available for Hosted Accommodation guests if required and will be charged on use.
9. **Telephone and Wi-Fi.** Hosted Accommodation guests may make toll and cell phone calls from The Mudcastle's landline on request and this use will be charged. Wi-Fi is supplied at no charge.

- 10. High Heels.** Heel protectors must be worn on all high heeled shoes likely to cause damage to the paths and patio surfaces and the clay and timber floors or shoes must be removed when inside. Any repair cost for damage resulting from a failure to adhere to this requirement will be charged to the client.
- 11. 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.
- 12. Fireworks, Glitter and Confetti.** 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.
- 13. Music and Noise.** Guests 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.
- 14. 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.
- 15. Pets.** Pets are not permitted at The Mudcastle.
- 16. Breakages, Loss and Damage.** Breakages, loss or damage to items located at The Mudcastle must be disclosed and must either be replaced or cleaned at the expense of the client or The Mudcastle reimbursed at replacement value. This provision shall include any hired items that are, at the time of the function, on The Mudcastle premises.
For the avoidance of doubt, damage includes staining/burning linen and damage of any surface caused by any substance. These substances include, but are not limited to, food, spices, alcohol, rose petals, lily stamens, massage oil, incense, candle wax and makeup.
Loss includes linen, slippers and bathrobes that have been supplied for guest use during your stay.
- 17. 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.
- 18. 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 or an airbed, additional charges apply.
- 19. Room Servicing and Cleaning.** Privacy for Hosted Accommodation guests staying at The Mudcastle is respected. Daily room servicing and linen changes are not included for multi-night stays but can be arranged if required.
- 20. Extra Cleaning.** 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 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.

21. Methods of Payment. Payment may be made by cash or direct credit bank transfer. The Mudcastle does not have eftpos or credit card facilities. Direct credit payments should be made to The Mudcastle's bank account at Kiwibank, Nelson. The account name is Glenys Johnston and the number is 38-9008-0843206-07. For international bank transfers, Kiwibank's Swift code, (also known as a BIC code) is KIWINZ22. If an 11 character code is required, use KIWINZ22XXX.

22. Hosted Accommodation Guest Check-in and Check-out. Guest check-in to Hosted Accommodation is strictly from **4pm**.

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. 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 Hosted Accommodation guests ignore this requirement and turn up earlier than 4pm expecting to check-in.

Check-out for all Hosted Accommodation stays is **10am**. 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 event.

23. Additional Guests. The Mudcastle has four (4) foldaway beds and four (4) airbeds that may be added to certain rooms by prior arrangement. These additional beds will be charged on a per night basis. Hosted Accommodation guests may invite additional guests for breakfast provided that prior notice is given. Breakfast charges will apply for each additional guest.

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

Signed: _____ **Date:** _____

Name: _____

Address: _____

Email: _____ **Phone:** _____

Accommodation date(s): _____

Date deposit paid: _____ **Amount:** _____