



TERMS AND CONDITIONS – SELF-CATERING ACCOMMODATION

1. **Exclusive Hire Policy.** All Self-catering Accommodation bookings reserve The Mudcastle exclusively i.e. no other booking is taken at the same time.

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 manage unexpected visits as quickly as possible.

For Self-catering Accommodation stays, the Owner vacates her personal kitchen and stays in separate quarters on the property. She is 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. If 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.

Guests will need to approach the Booking Contact Person if they wish any changes made at any time during their stay to the booking arrangements made with The Mudcastle.

3. **Site visits.** It is agreed that Self-catering Accommodation stay clients may book a site visit to view and allocate rooms. Charges will apply if any additional site visit is requested by any other member of the group for any reason prior to a Self-catering Accommodation stay.
4. **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. However, any work likely to cause disruption to guests will not continue during Self-catering Accommodation stays.

If access is required to attend to urgent and essential repairs, this will be done after consultation with guests whenever this is possible. In the event of an emergency and

guests are not on the property, The Mudcastle management reserves the right to enter the building, without liability, to address the situation.

- 5. Flat rate charges.** The accommodation is charged at one flat nightly rate for 1 – 16 persons (including children) using up to 8 rooms in the normal bed configuration.

- 6. Bed Configuration.** If the normal bed configuration in rooms is required to be changed for any guest for any reason by either splitting or combining beds and resetting with new linen, or moving beds to other rooms, additional charges apply.

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

- 7. Additional Guests and/or Additional Beds.** Additional guests may be possible by prior arrangement only and only if they 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 two (2) additional single beds, four (4) foldaway beds and four (4) airbeds that may be added to some rooms by prior arrangement. Hire of extra beds and airbeds will be charged on a per night basis, and an additional person charge applies when the total number of persons staying in the property exceeds 16. Penalties apply if additional guests are not disclosed by Self-catering Accommodation clients.

- 8. Room Servicing.** Daily servicing of rooms is not included in the charge rates for Self-catering Accommodation stays but can be arranged if required.

- 9. 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. If different guests stay in rooms on different nights and bedlinen changes or replacement towels etc. are required to be provided, extra charges will apply.

- 10. Bed and Bath Linen, Bathrobes and Slippers.** Self-catering Accommodation guest beds are set with sheets and pillowcases and guests are provided with bathrobes and house slippers for use during their stay. The bathrobes and house slippers are not complimentary and may not be taken.

The changeover linen is stored under the beds in each room. This linen supply must not be accessed or used without specific permission from The Mudcastle management.

Bath towels, facecloths, bathmats and hand towels are provided. The bath towels may not be used as pool or swimming towels. Pool/swimming towels are available for an additional charge.

1. **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 if requested 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.

2. **Confirmation of booking, Deposit Policy and Balance of Payment.**
Self-catering Accommodation bookings made directly with The Mudcastle are confirmed with the return of this contract, signed, and payment of a 50% deposit.

It should be noted that dates remain available on online travel agency websites until such time as these 2 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 if someone else is paying.

The balance of payment for any Self-catering 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 for any amount owing, 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.

3. **Cancellation and Refund Policy.** Cancellation of a Self-catering Accommodation booking must be received in writing.

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%. Self-Catering Accommodation Bookings may be postponed and re-booked on another date without penalty.

4. **External Service Providers.** If additional services eg. flowers, massage, yoga sessions, tours, activities etc. have been organised for Self-Catering Accommodation Guests by The Mudcastle management from external suppliers, payment in full for these services is required in advance.

5. **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 adequate ventilation of all rooms, no exception will be made if Self-catering Accommodation Guests ignore this essential requirement and arrive 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.

6. Cooking. The owner's personal kitchen facilities will be made available for exclusive use by Self-catering Accommodation guests.

The kitchen is located in the main body of the castle and the facilities comprise:

- Domestic 5 burner gas hob
- Domestic gas wall oven
- Domestic Microwave
- Domestic Dishwasher
- Bakbar commercial wall oven
- Alto Sham commercial hot holding oven
- Domestic upright fridge/freezer
- Second Domestic upright fridge/freezer
- Nespresso machine (guests to provide capsules)
- BBQ, (gas bottle supplied)

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. 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 an additional cleaning fee of \$50.00 will apply and be payable 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 if this condition is ignored.

It is expected that guests:

- Will not put hot pans directly onto the white polycarbonate kitchen sink bench
- Will take care when handling items in the sink that will leave stains eg turmeric, flowers with pollen stamens such as lilies etc.
- Will use the large wooden chopping boards provided and will not chop directly on the wooden table top or benches
- Will not put wooden or silver items or the black handled cooking knives in the dishwasher.

7. **Drug and Alcohol Policy.** Under no circumstances may Self-catering accommodation Guests bring, consume, or leave illegal drugs on The Mudcastle property.

The Mudcastle's primary business activity is as a 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 future liquor licence applications of The Mudcastle business.

8. **Functions and Parties.** For Self-catering Accommodation clients, holding a wedding, function, event or party on The Mudcastle premises is **strictly forbidden**.

An exception may be granted by prior agreement with The Mudcastle management for dinner parties and small family/friend celebrations involving up to 6 invited guests.

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

Clients booking under the Self-catering rate are not permitted to engage external caterers to cater on The Mudcastle premises but may engage the caterers who operate by contractual arrangement with The Mudcastle if their availability permits.

In such cases, it is accepted that the caterers will provide and serve the food that has been ordered and clear up afterwards, but they will not set the dining room or provide tea and coffee unless specifically engaged to do so.

9. **Table Linen.** The Self-catering Accommodation rate includes the tablecloths on the tables in the Function Turret only. Linen serviettes or additional tablecloths are available for an additional charge.

10. **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.

11. **Music and Noise.** Self-catering Accommodation Guests must comply with acceptable noise levels at all times. The Mudcastle management reserves 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 management is concerned.

12. **Telephone and Wi-Fi.** Clients are advised that cell phone reception and Wi-Fi coverage is limited due to the location. Wi-Fi is supplied at no charge. Any toll and/or cell phone calls made from The Mudcastle's landline phone during a Self-catering Accommodation stay will be charged as an extra.

- 13. Laundry.** Laundry facilities are available for use by Self-catering Accommodation Guests.
- 14. 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. In the absence of suitable heel protectors, shoes with fine heels as described must be removed before entering The Mudcastle building. It is incumbent on the client to inform all guests of this essential requirement prior to the Self-catering Accommodation stay. Any repair cost for damage resulting from a failure to adhere to this essential requirement will be charged to the client.
- 15. Fireworks, Confetti and Glitter.** Confetti, glitter and fireworks are not permitted. An exception is made for hand-held sparklers on the proviso that Self-catering Accommodation Guests ensure that these are not discarded in the grounds or left on any surface that could be burned.
- 16. 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.
- 17. Owner's Privacy.** Certain cupboards, drawers and areas are private, and it is expected that Self-catering Accommodation Guests will respect that these areas should not be accessed. Where possible, these areas will be labelled or designated using ribbons tied on handles and will be pointed out during the check-in process.
- Self-catering Accommodation Guests, especially children, are not permitted to enter the area of the grounds cordoned off with cones at any time.
- 18. Pets.** Pets are not permitted at The Mudcastle.
- 19. Children.** Children must be supervised at all times by parents, specified guardian or other guests. Young children are not permitted to access the Bernstein baby grand piano or to play with the plaster medieval chess set in the Lounge or the quartet of papier maché musicians on the 3rd storey landing.

In the event that children have mixed up the various games and jigsaws provided for guest use or this area of the Lounge has been left in an unacceptably untidy state at check-out, or rocks have been thrown in the swimming pool, additional fees will be charged to the client.

- 20. 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 a Self-catering Accommodation stay.

21. 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.

22. Cleaning, Rubbish and Recycling. The Owner vacates her personal living areas and leaves The Mudcastle clean and tidy prior to Self-catering Accommodation stays. Self-catering Guests are expected to return The Mudcastle to her in a similarly clean and tidy state. This includes:

- washing and putting away dishes (excluding a final dishwasher load)
- returning any items that may have been used from the Caterers' Room to where in that room the caterer stores them
- wiping down the benchtops/table surfaces
- wiping out any spills in ovens, microwave and fridge/freezers
- cleaning the BBQ (if used)
- carpet sweeping, sweeping/mopping of floors as required.

Guests are asked to please not strip the beds at the end of their stay. Post-stay chambermaiding (full bedroom, bathroom and kitchen linen change), dumping of landfill rubbish and taking of recyclables to the recycling stations is included in the Self-catering Accommodation charge rates.

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

23. 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 and reset.

24. 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 The Mudcastle Limited and the number is 38-9009-0465737-05. 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.

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:** _____

Accommodation date(s)

Arrival: _____

Departure: _____

Total number of nights: _____

Deposit amount paid: _____



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. If interested, the story of The Mudcastle can be found on www.themudcastle.co.nz.
2. The earliest arrival or check-in time for guests for this booking is 4pm.
It is important that outgoing guests' exclusive venue hire and entitlement to privacy at The Mudcastle is respected and the time that The Mudcastle requires to complete a full chambermaiding turnover, between guest clean and ventilation of all rooms is recognised. No exception will be made if guests ignore this requirement and arrive earlier than the stated time expecting to gain access to the property and check-in.
3. Guests will need to approach the Booking Contact Person if they wish any changes made at any time during their stay to the booking arrangements made with The Mudcastle.
4. Guests should be made aware that further development or maintenance projects may be underway at the time of their stay.
5. 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.
6. 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.
7. Covid-19 precautions include the requirement that guests are advised not to come to The Mudcastle if they are feeling unwell.
8. Guests should be advised that Wi-Fi coverage is limited due to the location of The Mudcastle and does not extend to all areas of the property. For self-catering guests who have booked to play "The Secret" Murder Mystery, guests selected to play roles should print off their scripts rather than rely on being able to access these on their devices.
9. All members of the group should be advised that individually packaged 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.
10. Guests with medical conditions/food allergies should be advised that the Owner's kitchen may contain allergen traces despite every precaution having been taken to avoid this. No cats or dogs reside at The Mudcastle but guests with respiratory issues related to pine pollen should be advised that there are pine trees on one part of the property.
11. Guests should be advised of any other information contained in the above T&Cs that the Booking Contact Person considers relevant to their booking.