

Wellesley AKATARAWA LTD TERMS & CONDITIONS

- Confirmation** ~ Bookings will not be guaranteed until written confirmation and deposit is received by the Wellesley.
- Deposit** ~ A non-refundable deposit of 10% of the total venue hire is required upon confirmation of your event. A further non-refundable 40% is required one month prior to your arrival date with the balance 7 days prior to the event. Deposit money received is deducted from the total charges to the venue hire when invoiced. If any amount is not paid on the due date (including any deposit) the Wellesley may cancel the booking without further notice to you and charge you a cancellation fee in accordance with these terms and conditions.
- Cancellations or Postponements** ~ If an event is cancelled or postponed the following terms apply:
Less 7 days notice a cancellation fee equal to 100% of the estimated cost of the function or the room and associated accommodation. Other deposits are non-refundable.
- Guaranteed Numbers** ~ These must be provided 7 working days prior to the commencement of the function, failing which the information contained in the written confirmation will be deemed to be the guaranteed number. All guests must sign a guest register on arrival which will be used to confirm actual numbers. Everyone attending the event must have been invited, with their full name written on a pre-prepared guest list. Anyone who comes to the venue seeking entry must be approved by the host to enter.
- Payment** ~ Charges must be paid no less than 7 days prior to the event unless prior arrangements have been made.
- Guarantee of Payment** ~ The signatory to this agreement must be a designated officer of the company or group with the authority to settle all accounts. The signatory however is liable for all expenses incurred together with any costs associated with recovery of the amount.
- Prices** ~ All prices quoted are current at the time of quotation but may be varied prior to the event.
- Commencement & Vacating of Rooms** ~ The Client agrees to commence and conclude the event at the scheduled times. If the event exceeds the booked time, additional charges will apply.
- Damages** ~ Clients are liable for any and all damages or theft caused during the function by any persons. This applies to all fixtures, fittings, furniture, chattels, crockery, glassware, equipment and buildings. The Wellesley reserves the right to charge against any bond or credit card facility offered any increase in numbers beyond the contract, damages, breakages, cleaning costs, rubbish removal, delayed check out or any other agreed extra charges such as firewood or use of recreational services.
- Responsibility** ~ The Wellesley does not accept responsibility for damage to, or loss of client property left at the Wellesley. All client items must be removed no later than 24 hours after the conclusion of the function.
- Safety** ~ The Wellesley accepts no liability (in negligence or otherwise) to the maximum extent permitted by law in the event of client death or any other injury, illness, damage, delay, loss or expense of any nature (including consequential or economic loss or damage) which they may suffer or incur, directly or indirectly, as a result of participation in any of the activities at the Wellesley or from the use of any recreational equipment provided by, or found on premises.
- Cleaning** ~ The client is responsible for removing of rubbish and decorations and the facility must be returned to the original layout and a state of reasonable cleanliness. If these conditions are not a cleaning surcharge will be incurred of \$60 per hour.
- Laws & Regulation** ~ No Client is to commit any act or permit its employees, agents or invitees to commit any act that is illegal or offensive or in breach of any statute by-law, order, regulation or other law.
- Set-up & Delivery** ~ Clients are responsible for all costs associated with the set-up and breakdown of their function. The Wellesley must be advised of deliveries prior to arrival. Items must be delivered to the venue booked and marked with the name and date of function.
- Evening finish times** - No evening event may take place without at least 20% of guests over 21 years of age. The communal areas will be locked no later than 12.00am
- Basis of Agreement** ~ The Wellesley's ability to meet its obligations under this agreement is subject to the intervention of matters outside the Wellesley's control including but not limited to industrial disputes, accidents, government restrictions upon staff, transportation, food and beverage supplies and equipment

failure. The Wellesley is not liable for any loss of profit or any consequential damages, whether based on breach of contract, warranty or otherwise.

17. **Security** ~ The Wellesley reserves the right to cancel the function at any time without liability if it believes the function may adversely affect the smooth running of the Wellesley, its security or reputation and to exclude or eject any persons from the property. This will include the responsible consumption of liquor. The Wellesley reserves the right to require the Client to provide security for any function. No refunds are available for any cancellation on these grounds.
18. **Health & Safety** ~ The Client is to ensure that all practical steps are taken during the course of the venue hire period to ensure that all practical steps are taken during the course of the venue hire period to ensure compliance with the requirements of the Health & Safety in Employment Act 1992.
19. **Client Responsibility** ~ By accepting these Terms & Conditions the Client acknowledges and warrants that it has informed all relevant persons involved in the function of the Wellesley Terms & Conditions. The Wellesley reserves the right to pass on to the company or guests any taxes or levies imposed by the government of New Zealand.
20. **Entire Agreement** ~ Subject to amendments as specified in any subsequent confirmation signed by both parties, the confirmation and these Terms & Conditions constitute the entire agreement of the parties and supersede all prior discussions, negotiations and agreements in relation to the function.
21. **Exclusive Use** ~ No exclusive use is either expressed or implied.