



1. Terms and Conditions

- 1.1. This Agreement records the terms and conditions under which Boomrock Wellington Limited ("Boomrock") will provide its facilities and services to its Clients.
- 1.2. If the Client signs the Quotation Acceptance Form, pays a deposit or otherwise instructs Boomrock to proceed to prepare the Event after receiving a copy of the Quotation, the Client and their attendees will be deemed to have accepted the terms and conditions recorded in this Agreement.
- 1.3. The terms of this Agreement can only be varied in writing, countersigned by both the Client and a Director of Boomrock Wellington Limited.

2. Event Details, Transport, Costs Quotation and Booking Confirmation

- 2.1. The Client will confirm event details in writing and agree to a run sheet with Boomrock that includes the event date, duration, expected number of attendees, room set-up, audiovisual requirements, menu and bar selections, decoration options, event schedule, and any other requirements.
- 2.2. Boomrock will provide a Quotation for the event costs in writing to the Client based on these requirements.
- 2.3. This Quotation is not binding and is given as a guideline only. The total fee charge may exceed the Quotation, although Boomrock will endeavour to inform the Client if the Quotation is likely to be significantly exceeded. The total fee charged will be calculated based on the number of attendees and fixed rates in respect of the use of facilities and certain services. Variable expenses that may be incurred during the Event, such as bar tabs, golf balls, shooting cartridges, etc., will be charged according to Boomrock's standard price list, a copy of which is available at request. Boomrock reserves the right to vary these prices from time to time.
- 2.4. The Client must inform Boomrock if any details need amending promptly to ensure that the booking can be correctly placed. The Client must confirm the booking and event details no later than two weeks before the Event's commencement unless otherwise agreed in writing. The Client must confirm the guaranteed minimum number of attendees no later than one week before the Event's commencement. In certain circumstances, a minimum total event charge will apply.
- 2.5. Boomrock cannot guarantee that it will be able to accommodate any changes to attendee numbers within one week of the commencement of the Event or to menu selections within two weeks of the Event's commencement. A surcharge may be applied if any changes to attendee numbers or menu selections are made after the above deadlines.

2.6. The Client is responsible for accounting for attendees with special dietary requirements when making meal selections. If attendees require meals to be produced during the Event, which is different from those agreed upon in advance, a surcharge per meal may apply. Boomrock cannot guarantee that it will be able to accommodate late meal variations at the attendees' request.

2.7. Due to the local access roads, we insist that our guests do not travel to Boomrock by private car. A provision for return transport will be provided in the Quotation. Waiting time for arranged transport is free for the first 15 minutes but incurs an \$85.00 per vehicle charge afterwards. The Client will be charged for any spoilage, damage or delays caused by passengers.

2.8. Inclement weather may prevent a helicopter flight from proceeding as planned, which means the flight price will be refunded in full. Boomrock will liaise with the helicopter service provider and, if required, arrange alternative transport by taxi. This cost will be charged to the Client. Boomrock cannot accept liability for delays or expenses incurred by circumstances outside its control.

3. Venue Hire

- 3.1. The Boomrock venue hire fee includes using all facilities specified on the Client Quotation and adjacent grounds, excluding any areas marked "Private".
- 3.2. The venue fee includes tables, chairs, napkins, cutlery, crockery, glassware, candles (not chair covers or printing), the setting up (excluding table decorations), and clean-up of the venue.
- 3.3. Metallic foil, glitter confetti, and rose petals must not be used inside any building or thrown outside in any open space whilst on the Boomrock site. It remains the responsibility of the primary contact on the booking form to ensure that all invited event guests are advised of and adhere to this policy. An additional clean-up charge may be billed to any Client where metallic foil confetti, glitter, or rose petals have been used.
- 3.4. The venue fee includes up to 1 hour of familiarisation/liaison and meetings concerning a venue booking by email, telephone call and venue inspection. Whereby a wedding package is booked, co-ordinating time is included complimentary in the package up to the specified limit, except where additional services (not included in the package) are required. The Client agrees that extra time may be charged at the planning rate of \$75.00 per hour or part thereof.

4. Deposit / Payment / Cancellation

- 4.1. Unless otherwise stated, all prices at Boomrock are GST-exclusive.

4.2. Deposit, payment schedules and cancellation options applicable to each event type are as follows:-

a) Weddings

- I. A non-refundable reservation deposit of \$1,000.00 is required within 7 days of placing a booking to secure your chosen event date or earlier should another enquiry for the same date be received, failing which the booking is deemed to have been abandoned.
- II. The venue hire specified on your Quotation will be invoiced 6 months before your event date, payable within 14 days of the invoice date. The venue hire is non-refundable and non-transferable.
- III. Boomrock will issue a non-refundable invoice for the balance, less deposits paid, of the total quoted Event, costs 14 days before the event date. This invoice is payable within 7 days of receipt. In all instances, the Client Quotation, less any deposits paid, must be settled before the event date.
- IV. An invoice for any incidental costs incurred on the Event Date, including bar tabs or additional services, will be issued post your Event and is payable within 7 days of receipt.

b) Functions, Events & Experiences

- I. For bookings made more than 3 months in advance, a non-refundable reservation deposit of \$500.00 plus GST is required within 14 days of placing a booking to secure your chosen event date or earlier should another enquiry for the same date be received. Otherwise, the booking is deemed to have been abandoned.
- II. For all bookings taking place within the next 3 months, Boomrock will issue a non-refundable invoice for 50% of the quoted Event cost less any deposit already paid. This invoice is payable within 7 days of the invoice date. The booking is deemed abandoned if payment is not received within 7 days.
- III. A further invoice for the balance of the Event Quotation will, when possible, be sent 7 days before the Event date. In all cases, this must be settled before the Event takes place.
- IV. Unless otherwise agreed, any incidental costs incurred on the Event Date, including bar tabs or additional services, must be settled on the event date.

c) Individually Priced Ticketed Events

- I. Individually priced open events, including but not limited to winemaker events, guest chef events and gift vouchers, require full payment in advance to secure your booking. These are non-refundable and non-transferable unless minimum guest numbers are not achieved, in which case Boomrock reserves the right to cancel the event and refund Clients in full.

- 4.3. All payments must be in New Zealand dollars, without deductions or withholdings. Payment may be remitted by cash, bank transfer, or credit card (Visa or MasterCard). Credit card payments will attract a 3.5% commission charge on all services, and any bank charges from bank transfers are for the Client's account.

Account details:

Bank of New Zealand, Wellington, New Zealand
Account name: Boomrock Wellington Limited
SWIFT code: BKNZNZ22
Account number: 02-0506-0245187-000

The first two digits denote the bank, the next four denote the branch, and the last 9 denote the account. Please include your invoice number and name as a reference to identify your payment.

- 4.4. If the Client's account is not paid in full by the due date, interest will be charged on the total amount unpaid at the rate of 8% per annum from the date the account became due up to and including the date the account is settled in full.
- 4.5. If the Client's account is not paid in full by the due date, all costs incurred by Boomrock in collecting the debt, including as a result of referring the debt to a Collection Agency, instructing lawyers or commencing legal proceedings, will be recoverable by Boomrock from the Client on a full cost recovery basis (i.e. solicitor/client costs).
- 4.6. Boomrock may disclose the Client's details, including personal information, to a Collection Agency or lawyer to recover any outstanding debt.
- 4.7. The Client may cancel the Event by giving Boomrock notice in writing, in which case either clause 4.13 or 4.14 below will apply, depending on the circumstances.
- 4.8. Boomrock's ability to meet its obligations under this Agreement is subject to the intervention of matters outside Boomrock's control including, but not limited to, natural disasters, industrial disputes, failure of utilities, accidents, Government regulations and restrictions, staff restrictions, transportation, food and beverage supplies, breakdown of machinery and equipment failure. Should the occurrence of any such matters make it impossible for the Event to proceed on the agreed date, Boomrock will in the first instance offer to postpone the Event to another mutually agreed date. If the parties cannot agree on an alternative date or if the Client does not accept Boomrock's offer to postpone the Event, Boomrock will cancel the Event and refund all money paid by the Client to Boomrock up to that point. Boomrock

will not be liable for any loss or consequential damages incurred by the Client as a result of such cancellation.

5.9. It is agreed by the Client that photography shot at Boomrock may be used for advertising purposes unless this sentence is deleted.

5. Client's Responsibilities

- 5.1. Boomrock takes great pride in the provision of its facilities and services. The Client, the Client's employees, contractors and other agents and all attendees to the Event must take good care of, and must not either directly or indirectly cause or allow to be caused any damage to, Boomrock's property including the facilities and venue, fixtures and fittings and personal property or any other assets in the venue or in any way connected with the Event. The Client will be liable to pay for the costs of repairing any damage to Boomrock's property, which will be carried out by Boomrock or its appointed tradespersons.
- 5.2. The Client's equipment, or any equipment hired from an outside source by the Client, must be removed from the venue at the conclusion of the Event. The Client will be liable to pay for any expenses incurred by Boomrock in removing and returning equipment from the venue for the Client.
- 5.3. The Event will commence and conclude at the scheduled times. If the Event exceeds the scheduled time, additional charges may apply.
- 5.4. The bar service will conclude at the time stated on the run sheet. In accordance with Boomrock's obligations in respect of the safe and responsible sale, supply and consumption of alcohol and Boomrock's policy to serve the public as a friendly, responsible and professional host, Boomrock will always provide food, alcohol-free beverages and low-alcohol beverages at the Client's cost and/or attendees' cost.
- 5.5. Attendees must not behave in an irresponsible manner that is endangering or offending to other persons. Attendees who are visibly intoxicated will not be served alcohol and will be asked to leave the premises. This includes attendees who arrive at the venue in an intoxicated state.
- 5.6. It is against the law to serve alcohol to minors. If any Boomrock staff member is in doubt as to the age of an attendee, the staff member will request to see an appropriate document proving the attendee's age. Alcohol will not be served to the attendee if the attendee does not produce such document proving his or her age. Attendees who supply alcohol to minors will be refused service and will be asked to leave the premises.
- 5.7. Food or beverages of any kind, other than food or beverages supplied by Boomrock, may not be brought to the Event unless otherwise agreed in advance in writing.
- 5.8. The Client must nominate a designated person who can be contacted throughout the Event if Boomrock staff require assistance, including in respect of unruly or irresponsible attendees.

6. General

- 6.1. Strictly no smoking is permitted inside Boomrock's facilities. Smoking is permitted outside in designated areas provided ashtrays are used.
- 6.2. If there are young children attending the function, it is the hirer's responsibility to ensure that an adult is always supervising the children.
- 6.3. All guests participating in activities provided by Boomrock, which include but are not limited to, driving activities, clay bird shooting, extreme golf, axe throwing, archery, and digger challenge, must read and accept Boomrock's Waiver and Release of Liability Form. All guest participating in activities must not have consumed alcohol before or during the Event. Boomrock Staff may exclude any guest or guest from the participation in any activity whom in their opinion is not safe or has not complied with reasonable instructions in how the activity should be conducted.
- 6.4. Boomrock offers products containing peanuts, tree nuts, soy, milk, eggs, wheat and other allergens. We will take all steps and measures possible to minimize cross-contamination risk in producing the food, but we cannot guarantee cross-contamination will not occur.

7. Limitation of Liability and Indemnity

- 7.1. Boomrock's liability for any loss suffered by the Client, which is caused by any negligence on Boomrock's part or which arises from or is connected with services or goods provided by Boomrock (or intended to be provided by Boomrock under this Agreement), will be limited to the value of those services or goods. Boomrock will not be liable for any consequential, incidental, indirect or special damage or loss of any kind.
- 7.2. Under no circumstances will Boomrock make good or accept liability for any damage, theft or loss of any property brought to the venue by the Client, the Client's employees, contractors and agents or by attendees to the Event. The Client agrees to indemnify Boomrock for any claims or proceedings made against Boomrock as a result of such damage, theft or loss of property.
- 7.3. The Client also agrees to indemnify Boomrock from any loss, damage or liability in respect of any claims or proceedings made against Boomrock based on or arising from any act or omission (including in breach of this Agreement) on the part of the Client, the Client's employees, contractors and agents and on the part of attendees to the Event.