



AGREEMENT TO PROVIDE VENUE AND CATERING SERVICES ("Terms and Conditions")

Between: **SERENE HOLDINGS LIMITED** ("Serene", "We", "Us", "Caterer" or "Venue")

And: " **Alexandra Glasson & Joseph Baxter** " You" or "Your")

| | |
|---|---|
| Venue : | Cossars Wineshed, 29 Cossars Road, Tai Tapu |
| Date of Function : | xxxxx |
| Client : | xxxxx |
| Contact Email: | xxxxx |
| Estimated number of guests: | TBC |
| Guaranteed minimum number of guests: | NA |
| Venue hire rates quoted | xxxxx |
| Deposit | xxxxx |
| Deposit date payment | On receipt. |
| Bond | \$1,000 – not paid until final invoice |
| Bond payment date | Part of final invoice |
| Final numbers required | xxxxx |
| Final invoice | xxxxx |

Because we want to be sure that your function is successful and all your expectations for it are met, it is important that we the "Venue/Caterer" set out the Terms and Conditions on which we will provide our services to you the "Customer".

If an estimate is able to be generated when the terms and conditions are generated it is based on each customer's initial brief to us. If these alter after the initial estimate a new estimate / quote may be submitted. The final invoice will be determined in accordance with these Terms and conditions.

We ask that you read these terms and conditions carefully, sign them, and return a copy to us as soon as possible.

1. ACCEPTANCE OF TERMS AND CONDITIONS

The customer acknowledges that any of the following acts on their own will constitute acceptance of these terms and conditions:

The customer signing the last page of these terms and conditions; or

Payment of a deposit to the venue or payment of any other amount due to the venue under these Terms and Conditions; or

Any other acknowledgement by the customer that they accept these terms and conditions.

If the customer comprises two or more persons, then each person acknowledges that they are both jointly and individually liable to perform the customer's obligations and to make payment of all amounts due to the caterer in accordance with these Terms and Conditions.

2. DEPOSIT AND BOND

You are required to pay the deposit and the bond on the deposit payment date and the bond payment date.

3. CONFIRMATION OF FUNCTION REQUIREMENTS

All of the customer's requirements for the function including food and beverage requirements, function times, venue set ups, and the number of guests attending must be received by the Venue/Caterer no later than two (2) weeks prior to the function. The costs for any special extra equipment, installation, or venue set up that may be required for the function shall be payable by the customer and any such installation or venue set up shall be carried out by a person approved to do so by the Venue Manager.

4. CONFIRMATION OF GUEST NUMBERS

On the date of acceptance of these terms and conditions, the customer must provide to the Venue/Caterer an estimate of the number of guests attending the function.

The customer must confirm to the Venue/Caterer a guaranteed minimum number of guests attending the function no later than midday on the day which is fourteen (14) days prior to the function.

The venue reserves the right to charge to the customer's account all catering, liquor, refreshments, equipment, and outdoor entertainment on the basis of this guaranteed minimum number of guests, regardless of whether or not the guaranteed minimum number of guests actually attends the function.

Where the guaranteed minimum number of guests differs by more than twenty (20) percent from the estimated number of guests first advised to the Venue/Caterer (either up or down), the Venue/Caterer reserves the right to review the final pricing for the function.

By agreement between the Venue/Caterer and the customer, the number of guests attending the function may be increased up to 48 hours prior to the function, and any such agreed increase in guest numbers will be charged for and paid by the customer accordingly.

5. CONFIRMATION OF COSTS

Final pricing for the function and confirmation of the same will only be possible after a full brief has been received from the customer. Beverage and Food menus can only confirm pricing 3 months prior to the event.

Set up and breakdown of venue fee can be determined once details of what will be required is sent through to the venue.

The quote provided with these terms and conditions is based on information provided to the Venue prior to the date of the quote. The final format, venue, timing of the function, set up and breakdown, beverage selection, and menus chosen are all factors which the Venue/Caterer will take into account before confirming any final invoice for the function.

Any special requirements of the customer may also affect the final invoice of the function.

The final invoice for the function may be subject to change, at the Venue/Caterer's discretion, where unexpected or increased or additional costs are incurred by the Venue/Caterer and those costs are outside the Venue/Caterer's reasonable control.

6. PAYMENTS

Payments will be accepted by way of cash, cheque, or direct credit into the Venue/Caterer's bank account - *please include customer number reference and name:*

| | |
|------------------------|---------------------------|
| Bank: | ASB |
| Branch: | Business |
| Account Name: | Serene Holdings |
| Account Number: | 12-3151-0044776-53 |

Where the customer wishes to pay by credit card or by international bank transfer (TT or Draft), the customer will be liable for any transaction fees incurred by the caterer.

Unless otherwise agreed by the Venue/Caterer, the terms of payment are as follows:

- A deposit of \$2,000 is payable by the customer to the caterer at the time these terms and conditions are accepted; and
- The final invoice must be paid no later than three (3) working days prior to the function; and
- If payment is not made in accordance with these terms, the caterer reserves the right to cancel the function upon giving two (2) working days' notice in writing.

Unless otherwise stated, all pricing is inclusive of Goods and Services Tax (GST).

The Venue/Caterer reserves the right to require the customer to pay a bond of \$1000 to cover costs incurred by the Venue/Caterer in the event the customer causes damage to the venue, or any equipment is damaged or lost (e.g. broken glasses or missing items) or the timings of the agreed run-sheet are not adhered to by the customer. The full bond amount or outstanding balance will be refunded within five (5) working days.

7. CANCELLATIONS

If You cancel the function for any reason, then the following conditions apply:

- 7.1 Notice of cancellation must be given to us in writing;
- 7.2 If the Notice is given more than (10) months prior to the function and we are able to re-sell the function on similar terms, then we will refund the deposit less a reasonable fee to cover our administration and office service costs;
- 7.3 If the notice is given between (2-8) months prior to the function, You will be charged a cancellation fee equal to 20% of the quoted pricing of the function, of which the deposit will form part;
- 7.4 If the notice is given less than (2) month prior to the function, you will be charged a cancellation fee equal to 50% of the quoted pricing of the function, of which the deposit will form part;
- 7.5 If any form of entertainment or outside services has been booked by us for the function you will be charged for these services.
- 7.6 We are entitled to offset any cancellation costs from the deposit.
- 7.7 If for any reason we are under Government imposed restrictions that don't allow for gatherings of over 10 people (Level 3) or the venue has been forced to close for the period your booking takes place, we will work with you to either move the date of your event. When postponing your event we will work with you to allocate suitable dates within the next 12 months, at no extra cost. The following applies:
 - We will allow up to two postponements, and
 - If a suitable date cannot be agreed upon by both parties, then the event will need to be cancelled following the terms and conditions of your current hire agreement.

If for any reason we are under Government imposed restrictions that allow up to 100 people (Level 2), Cossars is able to open its doors to the public or there are no Government restrictions on gatherings it is your decision to cancel the event and the terms and conditions in your hire agreement with respect to cancellation will remain in place."

Should you need to postpone due to the New Zealand borders not allowing you to enter New Zealand at the time of your event

8. ACCESS AND HOURS OF USE

Hours of access and use are exclusively between 9am until 12 midnight on the day of hire, unless otherwise agreed with us. It is a condition of our liquor license that all guests have vacated the premises by 12 midnight. There is no guarantee that you will have access to the venue the day prior to the function date. Please enquire with us two weeks prior to your function date to see if prior access can be provided.

All music must finish by 11.40pm.

The event time with guests onsite must not exceed 9 hours.

9. CARE OF VENUE

You will take good care of and will not cause or allow any damage to be done to any area where the function is held or to any part or parts of the venue, or to any fittings, equipment, or other property at the venue, and you will make good and pay for any damage whatsoever (including accidental damage), which is caused by any act or default or neglect of you or by any of your guests, or by any person attending the venue by reason of its use by You for the function.

We will be responsible for cleaning the venue at the end of the function.

You will be charged the cost to remediate any soilage or damage which will be deducted from the bond which is due prior to your function. If the cost to remediate the damage exceeds the amount of your bond, you will be charged for this which will be payable within five working days.

The bond (or balance of) will be applied towards payment of the final Invoice.

Please note confetti and open flame candles are not permitted at the venue.

10. NOISE

We shall monitor your function for compliance with the local body requirements regarding noise levels and the resource consent and you agree to comply with any direction from us to ensure compliance with these requirements.

11. REMOVING OF ALL ITEMS

You must remove all items which have been brought into the venue for the function by 12 midnight.

12. OUR LIABILITY

Under no circumstances whatsoever will we accept responsibility or be liable for any damage or loss of or to any property, goods, articles or things placed, deposited, brought into or left at the venue. Either by you, your guests or by any person attending the venue by reason of its use by you for the function which is incurred or suffered.

If we are unable to perform our obligations under this agreement by reason of any act of God, fire, storm, breakdown of machinery, failure of electricity supply, water leaks, operation of law or any other cause beyond our control, or which may cause the venue to be temporarily closed or the use of the venue by you to be interrupted or cancelled.

13. SALE OF LIQUOR

The venue is a fully licensed premise which operates under our Liquor License.

The venue adheres to the conditions of the Sales of Liquor Act 2012 which includes our staff having the right not to serve alcohol to intoxicated people.

The venue has a host responsibility policy which allows you, us and our staff to be safe and comfortable in the venue.

The service and sale of alcohol will cease at 11.30pm.

14. YOUR LIABILITY

You will be liable for and will indemnify us and keep us indemnified from and against any and all loss or damage incurred by us (other than fair wear and tear) which is a direct result of any unlawful, negligent or other act by you, or your guests attending the function, or any other person attending the venue by reason of its use by you for the function.

15. CONSENT FOR MARKETING PURPOSES

We ask your consent to share feedback and setup photos taken by us (or one of our designated photographers) through our marketing channels and social media. If you do NOT consent, then please initial below.

Please initial here

SIGNED

These Terms and Conditions as set out above are hereby accepted by the Customer.

SIGNED on behalf of the Customer:

Signed on behalf of Serene Holdings Limited

| | |
|-----------------|-----------------------|
| Signature | Signature |
| Name | Georgina Wallis |
| Title | Venue Manager |
| Date | Date |