



KAURI BAY BOOMROCK BOOKING TERMS AND CONDITIONS

1. Terms and Conditions

1.1. This Agreement records the terms and conditions under which Kauri Bay Boomrock Limited will provide its facilities and services to its Client's.

1.2. If the Client signs the Booking Confirmation Form, pays a deposit or otherwise instructs to proceed to prepare the event after receiving a copy of the estimate, 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 Kauri Bay Boomrock Limited.

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

2.1. The Client will confirm and agree on event details in writing, agreeing a "run sheet" with Kauri Bay Boomrock including the date for the event, the duration of the event, the expected number of attendees, room set-up requirements, audiovisual requirements, menu and bar selections, decoration options, event schedule and any other requirements.

2.2. Kauri Bay Boomrock will provide an estimate of the event cost in writing to the Client based upon these requirements.

2.3. This estimate is not binding and is given as a guideline only. The total fee charge may exceed the estimate, although Kauri Bay Boomrock will endeavour to inform the Client if the estimate is likely to be significantly exceeded. The total fee charged will be calculated based on the number of attendees, fixed rates in respect of the use of facilities and certain services. Variable expenses that may be incurred during the event, for example, bar tab, golf balls, shooting cartridges etc. will be charged in accordance with Kauri Bay Boomrock standard price list, a copy of which is available at request. Kauri Bay Boomrock reserves the right to vary these prices from time to time.

2.4. The Client must inform Kauri Bay Boomrock if any details need amending promptly to ensure that the booking can be correctly placed. In any event, the Client must confirm the booking and event details no later than two weeks before the commencement of the event, unless otherwise agreed in writing. The Client must confirm the guaranteed minimum number of attendees no later than two weeks before the commencement of the event. In certain circumstances, a minimum total event charge will apply.

2.5. Kauri Bay Boomrock cannot guarantee that it will be able to accommodate any changes to

attendee numbers within two weeks of the commencement of the event or to menu selections within three weeks of the commencement of the event. If any changes to attendee numbers or menu selections are made after the above deadlines, a surcharge may be applied.

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, that are different from those agreed upon in advance, a surcharge per meal may apply. Kauri Bay Boomrock cannot guarantee that it will be able to accommodate late meal variations at the attendees' request.

2.7. It is our policy to arrange return transport for our guests, due to the location being on a working farm, responsible service protocols and limited access. We insist that our guests do not travel to Kauri Bay Boomrock by private car unless otherwise agreed with management. A provision for return transport costs will be provided in the estimate. Waiting time for arranged transport is free for the first 15 minutes but incurs a \$85.00 per vehicle charge thereafter. The Client will be charged a minimum \$375+ GST for any spoilage or damage caused by passengers.

Transportation has no alcohol policy.

2.8. Inclement weather prevents a helicopter flight from proceeding as planned, the price of the flight will be refunded in full. Kauri Bay Boomrock will liaise with the helicopter service provider and will arrange alternative transport by taxi/chauffeur vehicle in the event of a flight cancellation, this cost will be on charged to the Client. Kauri Bay Boomrock cannot accept any liability for delays or costs incurred by circumstances that are outside of its direct control.

3. Venue Hire

3.1. The venue hire fee includes the use of all facilities specified on the Client Estimate, and grounds adjacent, excluding any areas marked "Private".

3.2. The venue fee includes 20 trestle tables, 60 Bentwood chairs, 40 bench seats/pews, napkins, cutlery, crockery, glassware, printing of standard menus, candles (no chair covers or additional printing such as place cards etc), the setting up (excluding table decorations), and clean-up of the venue excluding any additional installations privately added.

3.3. Metallic foil confetti, rice, glitter confetti, rose petals or any type of confetti must not be used inside any building or thrown outside in any open space whilst at The Lodge, The Bunkers or The Quails Nest. The exception is that these can be used while taking photos around the property. 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 invoiced to any Client where metallic foil confetti, glitter or rose petals has been used.

a Collection Agency or lawyer for the purpose of recovering any outstanding debt.

4. Deposit / Payment / Cancellation

4.1. Unless otherwise stated all prices at Kauri Bay Boomrock are GST exclusive.

4.2. A non-refundable and non-transferable reservation deposit 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. If a deposit is not received within 14 days of placing a booking, the booking is deemed to have been abandoned. The deposit will be invoiced at 50% of the estimated fixed costs of your event.

4.3. Kauri Bay Boomrock will issue an invoice for the balance, less deposits paid, post the event date. This invoice is payable within 7 days of receipt. This will include any variable costs, including bar tabs or additional services.

4.4. Individually priced open events, including but not limited to winemaker events, guest chef events, stag and hen celebrations 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 Kauri Bay Boomrock reserves the right to cancel the event and refund Clients in full.

4.5. All payments must be in New Zealand dollars free of any deductions or withholdings. Payment may be remitted by either cash, bank transfer, credit card (Visa or MasterCard). Credit card payments will attract a 3% commission charge on all services and any bank charges from bank transfers are for the account of the Client.

Account details:
ANZ Bank, Level 17, 171 Featherston
Street, New Zealand
Account name: Kauri Bay Boomrock Limited
SWIFT code: ANZBNZ22
Account number: 01-0505-0806536-00

The first two digits denote the bank, 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.

4.6. 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 5% per month from the date the account became due up to and including the date the account is settled in full.

4.7. If the Client's account is not paid in full by the due date, all costs incurred by Kauri Bay Boomrock in collecting the debt, including as a result of referring the debt to a Collection Agency, instructing lawyers and/or commencing legal proceedings, will be recoverable by Kauri Bay Boomrock from the Client on a full cost recovery basis (i.e. solicitor/client costs).

4.8. Kauri Bay Boomrock may disclose the Client's details, including personal information, to

4.9. The Client may cancel the event by giving Kauri Bay Boomrock notice in writing, in which case either clause 4.10 or 4.11 below will apply, depending on the circumstances.

4.10. If notice of cancellation is given 30 days or more before the commencement of the event, the 50% deposit (under clauses 4.2 to 4.3 above) will remain payable to Kauri Bay Boomrock and/or will be retained by Kauri Bay Boomrock. If Kauri Bay Boomrock has contracted outside services that cannot be cancelled, the Client will be liable to pay for those services.

4.11. If a notice of cancellation is given within 30 days of the commencement of the event, the Client will be charged a cancellation fee amounting to 100% of the estimated total event costs. Any money already paid by the Client to Kauri Bay Boomrock, including the deposit, will be deducted from such cancellation fee. If Kauri Bay Boomrock has contracted outside services that cannot be cancelled, the Client will be liable to pay for those services.

4.12. Kauri Bay Boomrock's ability to meet its obligations under this Agreement is subject to the intervention of matters outside Kauri Bay 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, Kauri Bay Boomrock will offer to postpone the event to another mutually agreed date and work to find a suitable solution. Kauri Bay Boomrock will not be liable for any loss or consequential damages incurred by the Client as a result of such cancellation.

4.13. Minimum Spend Criteria:

\$3,500.00 + GST excluding beverages applies to all functions.

\$12,000.00 + GST excluding beverages applies from November-April on either a Thursday, Friday or Saturday at The Lodge per half day.

\$5,000.00 + GST excluding beverages applies from November – April on Sundays-Wednesday at The Lodge.

5. Client's Responsibilities

5.1. Kauri Bay 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, Kauri Bay 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 the property, which will be carried out by Kauri Bay 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 Kauri Bay 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 Kauri Bay Boomrock's obligations in respect of the safe and responsible sale, supply and consumption of alcohol and Kauri Bay Boomrock's policy to serve the public as a friendly, responsible and professional host, Kauri Bay 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 other people. 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 Kauri Bay 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

5.7. Food or beverages of any kind, other than food or beverages supplied by Kauri Bay Boomrock, may not be brought to the event.

5.8. The Client must nominate a designated person who can be contacted throughout the event if Kauri Bay Boomrock staff require assistance, including in respect of unruly or irresponsible attendees.

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

5.10. Menus and wine selections must be made 21 days prior to the function or these will be made on your behalf.

5.11. Final numbers must be advised 14 days prior to the function date or by default you will be charged the last confirmed guest numbers.

6. General

6.1. Strictly no smoking is permitted inside Kauri Bay 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 Kauri Bay Boomrock, which include but are not limited to, driving activities, clay bird shooting, extreme golf, knife throwing, archery, and digger challenge, must read and accept Kauri Bay Boomrock's Waiver and Release of Liability Form.

6.4. Kauri Bay Boomrock Staff may exclude any guest or guest from participating in any activity whom in their opinion is not safe or has not complied with reasonable instructions in how the activity should be conducted.

7. Limitation of Liability and Indemnity

7.1. Kauri Bay Boomrock's liability for any loss suffered by the Client, which is caused by any negligence on Kauri Bay Boomrock's part or which arises from or is connected with services or goods provided by Kauri Bay Boomrock (or intended to be provided by Kauri Bay Boomrock under this Agreement), will be limited to the value of those services or goods. Kauri Bay Boomrock will not be liable for any consequential, incidental, indirect or special damage or loss of any kind.

7.2. Under no circumstances will Kauri Bay 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 Kauri Bay Boomrock for any claims or proceedings made against Kauri Bay Boomrock as a result of such damage, theft or loss of property. The client shall be liable for any damage/soiling to Kauri Bay property.

7.3. The Client also agrees to indemnify Kauri Bay Boomrock from any loss, damage or liability in respect of any claims or proceedings made against Kauri Bay 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.

Date Reservation

We are delighted that you are considering Kauri Bay Boomrock for your event. To confirm your booking date, please sign the client confirmation at the bottom of this document and return it to us, by email to events@kauribay.co.nz. 50% of your estimated quote is required for this booking fee to secure your date, this is non-refundable.

Payment Schedule

We understand that planning an event involves many details, so we aim to make our payment process as straightforward as possible:

Fee Description	Payment Terms	Amount Ex GST	GST	Total Payable
Deposit	Payable within 2 weeks of issue	50% of the estimated quote	15%	Variable
Incidentals Invoice	Invoice payable within 7 days of issue, for bar tabs or additional items on the day	Variable	15%	Variable

*Prices are in New Zealand Dollars (NZD) and exclude GST.

Additional Charges

To ensure your day runs smoothly, please note the following:

- **Late Departure:** If you stay later than your planned departure time, an additional charge for transport and additional venue hire may be incurred, in which case this will be added to your final invoice.
- **Minimum Spend:** A minimum applies to all events held at Kauri Bay.
The Bunkers: \$3,500 plus GST
The Quails Nest: \$2,000 plus GST
Winter at The Lodge: \$3,500 plus GST
Summer at The Lodge:

- Friday & Saturdays: \$12,000 plus GST
- Sunday - Thursday: \$5,000 plus GST

The minimum spend is calculated to include your venue hire, catering and transportation cost, but excludes beverages. Any minimum spend adjustment will be clearly indicated on your invoice. Some date exclusions apply; please consult our team for further details. Prices are subject to change.

Cancellations

We understand that sometimes plans change, and we want to support you through any adjustments. Here is our cancellation policy:

- **Deposit:** The 50% plus GST deposit estimated quote will remain payable to Kauri Bay and/or will be retained by Kauri Bay Boomrock if a notice of cancellation is given 30 days or more before the commencement of the event.
- **Invoice:** The full 100% plus GST amount based on your estimated quote will remain payable to Kauri Bay Boomrock and/or will be retained by Kauri Bay Boomrock if notice of cancellation is given within 30 days of the commencement of the event. If Kauri Bay has contracted outside services that cannot be cancelled, the Client will be liable to pay for those services.

**Transport**

For your convenience and safety, we arrange return transport for guests via our preferred transport supplier. We kindly request that guests do not travel to Kauri Bay by private car unless pre-arranged. This policy ensures responsible hosting and compliance with the Health and Safety Act. Any soiling of the coaches will result in a cleaning charge of \$375 plus GST. Cancellation fees and late arrival fees may apply.

If you choose to arrive at Kauri Bay via helicopter, please report to the required pickup location 10 minutes before your departure time. This ensures your timely arrival and avoids any scheduling conflicts.

Menus & Wine Selection

Please finalise your menus and wine selections at least 21 days prior to the event. This will allow our team ample time to prepare and ensure every detail is perfect. If we do not receive your selections within this timeframe, our chef will choose the menu and wine pairings on your behalf.

BYO is not permitted on coaches or Kauri Bay premises. Kauri Bay hosts have the discretion to refuse patrons the right to use firearms if they show obvious signs of intoxication - drinks service will commence following the shooting component of your day.

Children

Children are most welcome at Kauri Bay. For their safety and enjoyment, they must be always supervised by an adult.

Damage

We take great pride in maintaining our venue. If any part of the venue, including the building, car park, or grounds, is damaged by guests during the event, the organiser will be held liable. Soiling fees will be charged, and prices may vary and are subject to GST.

Pricing

We strive to offer transparent and precise pricing for your event. Since Stag Do's generally have shorter lead times, any quotes from third-party vendors (such as transportation) may vary closer to your event date. Additionally, while Kauri Bay aims to keep pricing consistent, it is possible that rates could be adjusted based on current conditions. We will promptly inform you of any changes. Please be aware that all prices quoted by Kauri Bay are exclusive of GST.



CLIENT CONFIRMATION

By returning this form we confirm acceptance of the proposal for your event as specified in your quotation and agree to your published Terms and Conditions of trade.

Company			
Your Name			
Cell phone number			
Email Address			
Address			
Expected Guest Numbers			
Function Date			
Pick up/drop off time			
Pick up/drop off address	Opposite 74 Wyndham Street, Auckland CBD. If you would like to arrange an alternative pickup/drop off, please get in touch with our team		
Pick up time		Departure time	
Signature		Date	

To confirm your booking and reserve your event, 50% of your estimated quote + GST is required.
Upon receipt of signed confirmation form we will issue an invoice detailing full payment instructions.

1. **Bank Transfer:** Transfer funds directly to our bank account with ANZ
2. **Providing your credit or debit card details:** By Completing the form below. Please note there is a 3% credit card surcharge.

All details will be kept securely, and no charges will be processed to this card without notification.

Card number: _____

Name on card: _____

Expiry date: _____ **CVV:** _____

Please email the completed form to events@kauribay.co.nz