

KAURI BAY TERMS AND CONDITIONS

1. Definitions

1.1. In this Agreement, unless the context otherwise requires:

“Kauri Bay” means Kauri Bay Auckland Limited.

“Client” means the person or entity entering into this Agreement with Kauri Bay.

“Event” refers to the specific occasion booked at the Venue.

“Attendee” means any individual present at the Event.

“Estimate” refers to the preliminary calculation of Event costs provided by Kauri Bay.

“Venue” refers to the facilities and grounds of Kauri Bay.

2. Acceptance

2.1. This Agreement becomes binding upon the earliest of the following actions by the Client: signing the Booking Confirmation Form, payment of any deposit, or providing written confirmation to proceed with the Event.

2.2. The terms of this Agreement can only be varied in writing, countersigned by both the Client and a Director of Kauri Bay.

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

3.1. The Client will confirm and agree on event details in writing, agreeing a “run sheet” with Kauri Bay 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.

3.2. Kauri Bay will provide an Estimate based on the Client’s initial requirements. Prices quoted are subject to change, and Kauri Bay will notify the Client promptly of any substantial increases. Prices for variable expenses (e.g., bar tab, activities) will be charged per Kauri Bay’s standard price list, which is available on request.

3.3. The Client must inform Kauri Bay of any amendments to booking details as soon as possible. With all final event details, including the guaranteed minimum number of attendees, confirmed no later than two weeks before the event commencement date. For events booked less than two weeks in advance, confirmation must be provided at the time of booking unless otherwise agreed in writing. In certain circumstances, a minimum total event charge may apply.

3.4. Kauri Bay 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.

3.5. 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 cannot guarantee that it will be able to accommodate late meal variations at the attendees’ request.

3.6. Kauri Bay will make reasonable efforts to accommodate dietary requirements and allergy-related requests when notified in advance. Notwithstanding these efforts, all food is prepared in a kitchen environment where allergens including, but not limited to, dairy, eggs, shellfish, nuts, gluten, and soy are present. As such, we cannot guarantee that food or beverages provided will be completely free of allergens or traces thereof.

3.7. Clients and guests with severe or life-threatening allergies, including anaphylaxis, acknowledge and accept that the consumption of food and beverages provided by Kauri Bay is entirely at their own risk. Kauri Bay will not be liable for any allergic reactions, adverse health outcomes, or related consequences arising from such consumption.

3.8. 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 by private car unless otherwise agreed. 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 there after incurs an \$85.00 per vehicle charge per additional 15 minutes. The Client will be charged a minimum of \$375+ GST for any spoilage or damage caused by passengers.

3.9. Transportation and Alcohol, Guests are strictly prohibited from bringing any alcohol onto arranged transportation services. Kauri Bay and its appointed contractors reserve the right to refuse transportation to any guest who appears intoxicated or whose behavior may compromise safety or comfort.

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

4. Venue Hire

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

4.2. The venue fee includes up to 20 trestle tables, 60 Bentwood chairs, 40 bench seats/pews, napkins, cutlery, crockery, glassware, printing of standard menus, candles (excludes 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.

4.3. Metallic foil confetti, glitter confetti, rice, rose petals, or any other type of confetti must not be used indoors or thrown outdoors at The Lodge, The Bunkers, or The Quails Nest, except at specific locations agreed with Kauri Bay during photography sessions on the property. It is the responsibility of the primary contact

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listed on the booking form to inform all event guests of this policy and ensure compliance. An additional cleaning fee may be charged to the Client if metallic foil confetti, glitter, rose petals, or other prohibited materials are used.

5. Deposit / Payment / Cancellation

- 5.1. Unless otherwise stated all prices at Kauri Bay are GST exclusive.
- 5.2. For Weddings, Functions, Events and Packages, a deposit is required when placing a booking to secure your chosen event date. The required deposit will be specified on your booking confirmation form.
- 5.3. If a deposit is not received within 14 days of placing a booking, the booking is deemed to have been abandoned.
- 5.4. A detailed payment schedule, dependent on your event type and size, will be provided on your booking confirmation form. Kauri Bay reserves the right to cancel your event if the scheduled payments are not made in accordance with this schedule.
- 5.5. Kauri Bay will issue a further final invoice for any balance, less deposits paid, post the event date. This invoice is payable within 7 days of receipt and will include any variable costs, including bar tabs or additional services incurred on the event date.
- 5.6. 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 reserves the right to cancel the event and refund Clients in full.
- 5.7. 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), or direct debit (via GoCardless). 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 Auckland Limited

SWIFT code: ANZBNZ22

Account number: 01-0505-0806536-00

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.

- 5.8. If the Client's account is not paid in full by the due date, interest will accrue on the outstanding balance at a rate of 5% per month, calculated from the due date until full settlement. Additionally, the Client shall be liable for all costs incurred by Kauri Bay in recovering the debt, including collection agency fees, legal costs (on a solicitor-client basis), and related legal proceedings. Kauri Bay reserves the right to disclose the Client's personal information to collection agencies or legal representatives solely for the purpose of debt recovery.

- 5.9. The Client may cancel the event by giving Kauri Bay notice in writing, in which case clauses 5.10, 5.11 or 5.12 below will apply, depending on the circumstances.

- 5.10. For Events other than Weddings: If notice of cancellation is given 30 days or more before the commencement of the event, 50% of the event quotation will remain payable and/or will be retained by Kauri Bay. If Kauri Bay has subcontracted services on behalf of the Client that cannot be cancelled, the Client will be liable to pay for those services.

- 5.11. For all Events (including Weddings): If a notice of cancellation is given within 30 days of the event date, the Client will be charged a cancellation fee amounting to 100% of the estimated total event cost. Any deposits already paid by the Client to Kauri Bay, will be deducted from the cancellation fee.

- 5.12. For Weddings: The wedding payment schedule comprises a non-refundable Confirmation Fee payable on booking, and a Deposit due six months before the wedding date (or immediately if the wedding is booked within six months). The following cancellation terms apply:

- (a) If the Client cancels prior to the wedding date being within six months, the Confirmation Fee and any Deposits paid are forfeited and no refund will be provided. No further amount is payable by the Client beyond the amounts already paid.
- (b) If the Client cancels within six months of the wedding date but more than 30 days before the wedding date, all amounts paid (including the Confirmation Fee and Deposit) are forfeited and no refund will be provided.
- (c) If the Client cancels within 30 days of the wedding date, clause 5.11 applies.

- 5.13. Kauri Bay's obligations under this Agreement are subject to circumstances beyond its reasonable control, including but not limited to natural disasters, pandemic, industrial disputes, utility failures, accidents, governmental regulations or restrictions, staffing limitations, disruptions to transportation, food or beverage supply interruptions, and equipment breakdowns. Should such circumstances prevent the event from proceeding on the scheduled date, Kauri Bay will offer to reschedule the event to another mutually agreeable date and will work collaboratively with the Client to reach a suitable alternative arrangement. Kauri Bay shall not be liable for any loss or consequential damages incurred by the Client arising from such cancellation or postponement.

- 5.14. All bookings are subject to minimum spend requirements and seasonal criteria. Specific details, including applicable minimum spend thresholds, will be detailed on your booking confirmation form.

6. Client's Responsibilities

- 6.1. Kauri Bay takes pride in maintaining its facilities. The Client and all event attendees, including employees, contractors, and agents, must take proper care not to cause any damage to the venue, facilities, fixtures, fittings, or any other Kauri Bay property. The Client will be liable for all repair costs arising from any damage caused, with repairs arranged by Kauri Bay or its appointed contractors.

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- 6.2.** 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.
- 6.3.** The event will commence and conclude at the scheduled times. If the event exceeds the scheduled time, additional charges may apply.
- 6.4.** The bar service will conclude at the time stated on the run sheet. In accordance with Kauri Bay's obligations in respect of the safe and responsible sale, supply and consumption of alcohol and Kauri Bay's policy to serve the public as a friendly, responsible and professional host, Kauri Bay will always provide food, alcohol-free beverages and low-alcohol beverages at the Client's cost and/or attendees' cost.
- 6.5.** 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.
- 6.6.** It is against the law to serve alcohol to minors. If a Kauri Bay staff member has any doubt regarding an attendee's age, they will request appropriate identification (e.g., driver's license, passport, or government-issued ID). Alcohol service will be refused if valid proof of age is not provided.
- 6.7.** Food or beverages not supplied by Kauri Bay may not be brought to the event without prior consent.
- 6.8.** The Client must nominate a designated person who can be contacted throughout the event if Kauri Bay staff require assistance, including in respect of unruly or irresponsible attendees.
- 6.9.** The Client acknowledges and consents that photography and videography taken at Kauri Bay during the event may be used by Kauri Bay for promotional, marketing, or advertising purposes. Kauri Bay agrees to comply with applicable privacy legislation and to ensure the respectful and appropriate use of any such media. If the Client does not consent to this use, they must explicitly advise Kauri Bay in writing prior to the event.
- 6.10.** The Menus and wine selections must be confirmed at least 21 days before the event, or as soon as possible if the event is booked within this period. If selections are not provided within the required timeframe, Kauri Bay will make these selections on the Client's behalf.
- 6.11.** Final guest numbers should be confirmed at least 14 days prior to the event, or as soon as possible if the event is booked within this timeframe. If final numbers are not provided within the required period, the Client will be charged based on the quoted guest numbers.
- 7.2.** If there are young children attending the function, it is the Client's responsibility to ensure that an adult is always supervising the children.
- 7.3.** All guests participating in activities provided by Kauri Bay, 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's Waiver and Release of Liability Form.
- 7.4.** Kauri Bay's Staff may exclude any 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.

8. Limitation of Liability and Indemnity

- 8.1.** Kauri Bay's liability for any loss suffered by the Client, which is caused by any negligence on Kauri Bay's part or which arises from or is connected with services or goods provided by Kauri Bay (or intended to be provided by Kauri Bay under this Agreement), will be limited to the value of those services or goods. Kauri Bay will not be liable for any consequential, incidental, indirect or special damage or loss of any kind.
- 8.2.** Under no circumstances will Kauri Bay 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 for any claims or proceedings made against Kauri Bay as a result of such damage, theft or loss of property. The client shall be liable for any damage/soiling to Kauri Bay property.
- 8.3.** The Client also agrees to indemnify Kauri Bay from any loss, damage or liability in respect of any claims or proceedings made against Kauri Bay 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.

7. General

- 7.1.** Strictly no smoking is permitted inside Kauri Bay facilities. Smoking is permitted outside in designated areas provided ashtrays are used.