



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 Client.
- 1.2. If the Client signs the Booking Confirmation Form, pays a deposit or otherwise instructs Boomrock 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.

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

- 2.1. The Client will confirm and agree on event details in writing. Arranging a "run sheet" with Boomrock, including the date for the event, the duration of the event, the expected number of attendees, room set-up requirements, audio visual requirements, menu and bar selections, decoration options, event schedule and any other requirements.
- 2.2. Boomrock will provide the Client with an estimate of the event cost in writing based on these requirements.
- 2.3. This estimate is not binding and is only a guideline. The total fee charge may exceed the estimate, although Boomrock will endeavour to inform the Client if the estimate is likely to be significantly exceeded. The total fee will be calculated based on the number of attendees and fixed rates for using facilities and certain services. Variable expenses that may be incurred during the event, such as bar tab, golf balls, shooting cartridges, etc., will be charged per 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 may apply.
- 2.5. 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 two weeks of the event's commencement. A surcharge may be applied if 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 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, our policy is to arrange return transport for our guests. We insist that our guests do not travel to Boomrock 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 incurs an \$85.00 per vehicle charge afterwards. The Client will be charged for any spoilage, damage or delays caused by passengers.
- 2.8. If inclement weather prevents a helicopter flight from proceeding as planned, the flight price will be refunded. Boomrock will liaise with the helicopter service provider and arrange alternative transport by taxi in case of a flight cancellation; 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 the use of all facilities specified on the Client Estimate and grounds adjacent, excluding any areas marked "Private".
- 3.2. The venue fee includes tables, chairs, black or white tablecloths, 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 confetti, glitter confetti or 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 has been used.
- 3.4. The venue fee includes up to 1 hour of familiarisation/liaison and meetings regarding 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 any extra time may be charged at the planning rate of \$75.00 per hour or part thereof.

4. Deposit / Payment / Cancellation or Postponement

- 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 14 days of placing a booking to secure your chosen event date or earlier should another enquiry for the same date be received. If the deposit is not received within 14 days of placing a booking, it is deemed to have been abandoned.
- II. The venue hire specified in your estimate will be invoiced six 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 the deposits paid, of the total quoted event, costs 14 days before the event date. This invoice is payable within seven 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 seven days of receipt.
- V. You may postpone or reschedule your wedding date once, by providing at least 6 months' notice without charge. In all instances, a new estimate will be provided which may include price variations.

b) Functions, Events & Experiences

- I. For bookings made more than three months in advance, a non-refundable reservation deposit of \$500.00 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 the deposit is not received within 14 days of placing a booking, it is deemed to have been abandoned.
- II. For all bookings taking place within the next three months, Boomrock will issue a non-refundable invoice for 50% of the estimated event cost less any deposit already paid. This invoice is payable within seven days of the invoice date. If payment is not received within seven days, the booking is deemed to have been abandoned. In all instances, the Client must have paid at least 50% of the Event Quotation before the event date.
- III. A final invoice for the balance of the Event Quotation plus any incidental costs incurred on the Event Date, including bar tabs or additional services, will be issued post your event and is payable within seven days of receipt.
- IV. You may postpone or reschedule your Event once, by providing at least 3 months' notice

without charge. In all instances, a new estimate will be provided which may include price variations.

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 either cash, bank transfer, or credit card (Visa or MasterCard). Credit card payments will attract a 4% commission charge on all services, and any bank charges from bank transfers are for the Client's account.

Account details:

ANZ Bank, 215 Lampton Quay, Wellington Central,
Wellington 6011, New Zealand
Account name: Boomrock Wellington Limited
SWIFT code: ANZBNZ22
Account number: 06-0507-0814273-00

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.

- 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 referring the debt to a Collection Agency, instructing lawyers and 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 4.2 (a) or 4.2 (b) with the relevant subclauses will apply. Clients should carefully note that deposits generally are non-refundable and vary depending on the event date and Boomrock's ability to resell reserved venue space. The Client may cancel the event by giving Boomrock notice in writing, in which case either clause 4.2a, 4.2b or 4.2c 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 due to such cancellation.

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 Boomrock or its appointed tradespersons will carry out.
- 5.2. The Client's equipment, or any equipment hired from an outside source, must be removed from the venue after 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. Under 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 or attendees' cost.
- 5.5. Attendees must not behave in an irresponsible manner that endangers or offend others. Attendees who are visibly intoxicated will not be served alcohol and will be asked to leave the premises, including 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 doubts 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 a document

confirming their age. Attendees who supply alcohol to minors will be refused service and asked to leave the premises.

- 5.7. Food or beverages other than those supplied by Boomrock may not be brought to the event unless otherwise agreed 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.
- 5.9. The Client agrees that a photographic media shot at Boomrock may be used for advertising unless this sentence is deleted.

6. Vehicle-related experiences

- 6.1. All guests participating in activities that involve driving any vehicle owned and operated by Boomrock Wellington Limited or its subcontractors must comply with the following conditions.
 - 6.1.1. Be aged 20 or over.
 - 6.1.2. Hold as a minimum a restricted New Zealand driver's license.
 - 6.1.3. Must provide their driver's license number when completing and signing Boomrock's Indemnity Waiver, before participating in the experience.

It is at the sole discretion of Boomrock staff to allow participation in vehicle-related experiences.

7. General

- 7.1. Strictly no smoking is permitted inside Boomrock's facilities. Smoking is permitted outside in designated areas, provided ashtrays are used.
- 7.2. If young children attend the function, the hirer must ensure that an adult is always supervising the children.
- 7.3. All guests participating in activities provided by Boomrock, including driving activities, clay bird shooting, extreme golf, knife throwing, archery, and digger challenge, must read and confirm their compliance and acceptance of the terms of Boomrock's Waiver and Release of Liability Form.
- 7.4. All guests participating in activities must not have consumed alcohol before or during the event. Boomrock Staff may exclude any guest or guest from participating in any activity which, in their opinion, is unsafe or has not complied with reasonable instructions on how the activity should be conducted.

8. Limitation of Liability and Indemnity

- 8.1. 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 losses.

- 8.2. 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 due to such damage, theft or loss of property.
- 8.3. 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.