

CONTRACT / Terms & Conditions

Harbourside Function
Venue (Formerly
Mac's Function
Centre)

Phone: (04) 381 2282

Taranaki St Wharf
Wellington 6011

1. Our Obligations

- 1.1 Subject to the terms of this Agreement, we will provide to you the selected venue, between the stated start and finish times, together with the agreed catering, beverages, staffing and equipment as indicated on the Venue Contract.
- 1.2 We will supply a reasonable number of tables and chairs to accommodate all guests. However, we reserve the right to charge for excess tables and chairs if required.
- 1.3 We reserve the right to charge for last minute changes to the requested function set-up once completed.

2. Your Obligations and Responsibilities

- 2.1 You will be responsible for all your guests and any other persons permitted entry to Mac's Function Centre (The Venue) by you, or someone on your behalf (be it before, during or after your function), including persons who enter The Venue for the purposes of providing equipment, goods, services or facilities for the purpose of your function.
- 2.2 If you have asked us to provide a venue hire rate based on an estimated number of attendees and this subsequently changes by more than 5%, you are required to advise us in writing of this change. You then are required to give us the option to quote the venue hire to reflect the changes.
- 2.3 The number of guests to your Function will not exceed the agreed number of guests and you will not bring into The Venue any food, beverages, equipment, vehicle or other goods for your function other than those agreed with you under this agreement.
- 2.4 You will ensure all your guests and any other persons permitted entry to The Venue by you or someone on your behalf (be it before, during or after your function) do not soil, damage or destroy any part of The Venue, including property or equipment (such as glassware, crockery and cutlery), be it property used for your function or otherwise. You agree to fully replace, repair and make good any such soiling, damage or destruction at your cost and provide a cash bond prior to the function if required to do so.

3. You May Provide Certain Equipment and Materials

- 3.1 With our prior written consent, you may provide or arrange for the provision of music, decorations, furnishings, audio-visual equipment and other such equipment, materials, goods, services or facilities for your Function.
- 3.2 The Venue will grant you reasonable access to the specific area(s) for the purposes of providing, setting up and removing of equipment, materials, goods, services or facilities of your Function. If you require significant pack in then you will need to hire a pack in period which can be quoted on when booking your event.

- 3.3 You will be responsible for the delivery, collection, safety and insurance of, and any damage or loss caused by any equipment, materials, goods, services or facilities you bring to The Venue.
- 3.4 You will not bring into The Venue or permit or allow to be brought into The Venue, dangerous or hazardous substances, or objects of such weight that may cause overloading or strain to the flooring or walls of The Venue. Nor may you add to, alter, or attach equipment, fixtures or fittings to The Venue (including stands and other structures) without prior written consent.
- 3.5 Audio visual equipment in the venue is supplied and billed directly by AV Media. Should you wish to provide equipment through an alternate supplier an additional external provider fee of \$500.00 will apply.

4. End Time of Function

- 4.1 You are to ensure that all your guests and any other persons at The Venue for your Function exit the venue by the function end time.
- 4.2 During your function, at your request, we may extend the function end time which may result in additional fees including a labour surcharge.
- 4.3 We may end your function before the function end time in the case of an emergency or if there is a case of serious disorder or where you materially breach any of your obligations under this agreement.

5. Supply of Liquor

- 5.1 We may discontinue the supply of liquor at any time, pursuant to the Sale of Liquor Act 1989. This includes discontinuing of supply to intoxicated persons.

6. Disruptive or Intoxicated Persons

- 6.1 We may require any persons who are intoxicated, violent, quarrelsome, insulting or disorderly (or persons who are likely to become so), or any persons causing a nuisance to other persons at The Venue, to leave the premises.

7. Security

- 7.1 At our sole discretion, once final numbers have been confirmed 5 working days prior to the event, we may require that security personnel be present for the duration of your event. The guard is to be supplied by our contracted security supplier and is charged out to you at the rate of \$35.00 + G.S.T. per hour. Given the nature and numbers of the event, the amount of guards required will be advised accordingly.

8. Cancellation and Termination by Us

We may cancel your booking and thereby terminate this agreement at any time;

- 8.1 If incidents occur which are deemed outside our control and effect the venues ability to provide the services for which it was contracted to.

- 8.2 If we are unable to supply catering services due to any event beyond our reasonable control. Or we may choose to use an external catering company.
- 8.3 If you, your guests or any other persons permitted entry into The Venue by you or someone on your behalf do not comply with any of the conditions, requirements or restrictions referred to in clause 2 above.
- 8.4 If you materially breach this agreement.

9. Cancellation and Termination by You

- 9.1 If you cancel your booking at any time prior to your function, we reserve the right to invoice you for the venue hire (if not already paid) or retain any deposit by you pursuant to clause 10.1 Or a proportion of such a deposit (such proportion to be determined at our absolute discretion). We will also charge you for all reasonable costs incurred by us as a result of your cancellation. This may mean payment for catering services under clause 11, as if your function had fully taken place.
- 9.2 Clause 9.1 will also apply to contracts bookings where a contract has not been formally signed but which have been formally confirmed by other means, such as email or telephone.
- 9.3 All booking cancellations must be made in writing.
- 9.4 Tentative bookings not confirmed in writing within 10 days may be released at our discretion.

10. Function Deposits

- 10.1 We may require payment of up to 100% of room hire and 50% of your catering spend as a deposit for your function, which will be non-refundable upon cancellation by you under clause 9. Any catering deposits will be deducted from your final fee Invoice. Final numbers for your function must be confirmed within 5 working days prior to your function date.
- 10.2 We will make every endeavour to accommodate both an increase and/or a decrease in guest numbers after the 5 days close off period; however, any refund in respect of catering for reduced guest numbers will be at our discretion.

11. Fees and Payment

- 11.1 Method of payment for the Function is to be agreed and confirmed 3 days prior to the date of the function.
- 11.2 All accounts must be settled within 7 days of receipt of the invoice unless prior agreement in writing has been made. However, full payment at the conclusion of the event on the day, remains at our discretion.

- 11.3 We reserve the right to charge an administration fee on all accounts which are not settled and require attention.

12. Our Liability

- 12.1 To the maximum extent permitted by law, we will not be liable to you or your guests or any other persons permitted entry into the venue by you or by someone on your behalf, for any loss, cost, injury or damage suffered or incurred by you or such other person in connection with or arising out of:
- 12.2 Any act, omission, error, default or delay by our employees, agents or sub-contractors.
- 12.3 Any cause beyond our reasonable control or
- 12.4 Any act or omission by you or any other third party; except to the extent that such loss, cost, injury or damage is caused by our negligence or wilful default. Without limitation, this includes any loss or damage to property brought into or left at the venue prior to, during or after your function and any loss or damage arising out of the catering services or your equipment (or the equipment of your guests or any other persons permitted entry into The Venue by you or someone on your behalf. Whether the damage or loss is suffered before during or after your function.

13. Your Liability

- 13.1 You will be liable for all liabilities, losses and costs which we may incur directly or indirectly as a result of a breach by you of this agreement, your actions or equipment or the actions or equipment of any of your guests or any persons permitted entry in the venue by you or someone on your behalf, including the death of or injury to any person and the damage to any property (including property owned by the venue).

14. Subcontracting

- 14.1 We may subcontract at our sole discretion, any of our obligations under this Agreement including, provision of the Catering services.

15. Privacy Act 1993

- 15.1 You authorise us to make credit references and other enquiries as may be required for the purpose of this Agreement and you authorise any person to disclose to us any personal information for that purpose. You also authorise us to disclose personal information about you to anyone that we may appoint, to collect an outstanding debt.

Signatures

Waterfront Room Te Aro Room Cable Room Loft Boardroom

Harbourside Representative Name: _____

Harbourside Signature: _____ Date: _____

Client Company: _____

Function Date: _____

Client Contact Name: _____

Client Signature: _____ Date: _____