



# The Tōtara Grove

TERMS AND CONDITIONS OF VENUE HIRE

## THE TŌTARA GROVE TERMS & CONDITIONS OF HIRE

Please make sure you have read & agree with these terms and conditions prior to confirming your wedding with us. Payment of bond is confirming you agree.

### **Fixed charges**

Once you have confirmed your wedding, the agreed venue charges at the time of your deposit payment for both a ceremony and reception will remain the same provided your wedding requirements also remain the same.

Should your requirements alter from your original booking, we will then re-asses your venue pricing and adjust accordingly.

### **ALL PRICES ARE EXCLUDING GST.**

### **Price changes**

All costs that we have no control over, including menu & drinks prices etc, along with all other services provided to us & including local & central govt taxes, are subject to price changes at any time.

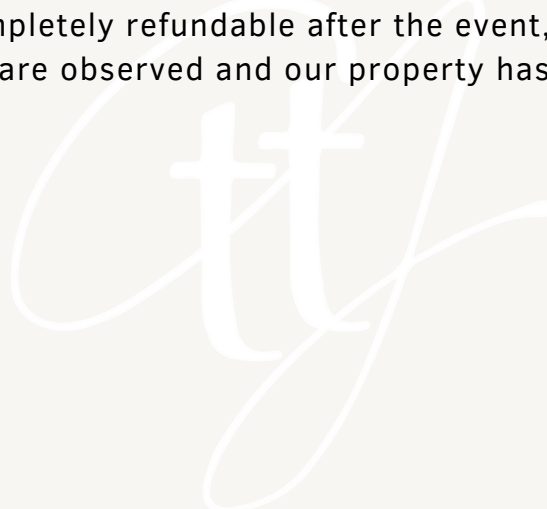
Please allow for an adjustment in venue hire and ceremony pricing if booking more than 16 months in advance - please enquire further.

### **A non-refundable deposit is required to secure your date.**

To confirm your wedding date, we require a deposit of \$1000.

This deposit is offset/credited back to your final amount owing for your wedding, providing your wedding is hosted at The Tōtara Grove

On top of the applicable venue hire fee, a refundable security bond of \$1000 is also payable. It is completely refundable after the event, provided all clauses in the venue contract are observed and our property has been left as you found it.



## **Deposit Terms**

A non-refundable deposit is required to hold/secure an available wedding date, along with venue hire and ceremony pricing at The Tōtara Grove.

Should your event go ahead as planned or generally agreed to at the time of your booking ie guest numbers, event style, menu selections etc, then the above deposit will be deducted from your final outstanding balance, less any associated costs that may have been incurred.

In the event of a 'cancellation or postponement' of your event, the above deposit will be used to offset any cancellation fees in part or full.

Please note that any deposit paid to secure and hold a "specific date" is "not transferable to an alternative date", although if we are notified well in advance, we may be able to facilitate another client to take over your date and, therefore purchase your deposit or part deposit from you. This would then allow you to secure a new date with us with either part or no penalty.

## **Wedding cancellation policy**

The following applies to all wedding cancellations:

[60 Days or less] @ 100% of final expected costs based on the initial estimate of guest numbers, itinerary, equipment hire and venue charges, but excluding expected refreshment spend.

[61 days to 90 days] @ 50% of final expected costs based on the initial estimate of guest numbers, itinerary, equipment hire and venue charges, but excluding expected refreshment spend.

[90 days or more] – equal to 10% of the above-expected spend or equal to your deposit payment, whichever is lesser.

## **Postponements**

Please note that any deposit paid to secure and hold a specific 'date and venue hire' is "non-transferable to an alternative date", although if we are notified well in advance, we may be able to facilitate another wedding to take over your date and therefore purchase your deposit or part deposit from you. This would then allow you to secure a new date with us with either part or no penalty.

Note: all postponements default to the latest pricing and terms as your existing terms are only valid to the initial date.

### **Discretionary 'Exclusions' to the above:**

[60 Days or less] - 60% should a parent or sibling 'event' require the cancellation or postponement of the wedding (excludes COVID-related events).

[90 Days] - 30% should a parent or sibling 'event' require the cancellation or postponement of the wedding (excludes COVID-related events).

Deposits paid to secure and hold a specific date may in either part or full, offset against any cancellation fees that may be due.

### **The Tōtara Grove COVID-RELATED CANCELLATION POLICY**

Cancellation fees will not be charged should our venue be closed down and unable to operate due to government-imposed COVID regulations.

NB: Restrictions including 'unvaccinated' guests being unable to attend due to the government imposed COVID regulations, at any COVID level, are not exempt from cancellation fees and are as per our General "wedding cancellation policy terms" above.

Any Government requirement that limits or restricts the legal number of guests or group size allowed at The Tōtara Grove will not be counted as a reduction in agreed numbers.

### **Payment Options**

Payment is due within the week prior to your wedding day, by prior arrangement, an invoice may be issued with a "payment due by" date.

All unpaid accounts will incur interest charges at a rate of 1.6% per month, with all collection costs added to the amount owing.

Preferred payment is by Internet transfer. Payments made by credit card will incur an administration charge. All wedding costs are allocated to one account (please let us know prior to your wedding if you would like your account split in any way).

### **Guest numbers**

We request that you try to keep number changes to a minimum; that if at any stage they do alter you should notify us as soon as possible, as we do reserve the right to charge for any changes that impact the venue charge. Early notification may allow us to plan ahead & in some cases, at our discretion, keep this charge to a minimum for you.

## **Final guest numbers**

It is very important to send through your final numbers 10 days before your wedding, as this will be the minimum number of guests, we will need to charge for, with any guests in excess of this number charged at the agreed amount.

## **Dietaries and special menu requests**

Please advise us of any guests who have special dietary requirements at this time along with names.

## **Menu Choices**

Due to fluctuating produce prices, all menu and refreshment prices are subject to change without notice - please check the website often for current menus & prices before making your choices.

Also please note that as weddings are often booked up to 12 months or 2 years in advance, there is a very good possibility that the menu when you booked, is no longer available. If this is the case, then we may be able to recreate something very similar for you and although we may not be able to match the original pricing, we will do our best for you.

## **Portion Estimation**

The Caterer will calculate food portions based on industry standards, type of event, and the agreed upon menu. For buffet-style or any self serve style, the caterer will provide a variety of dishes with portions calculated per person per dish. The Caterer takes no responsibility for guests taking bigger portions than industry standards and causing any dish to run out. We will try to accommodate for this within a reasonable limit.

## **Leftovers**

The caterer reserves the right to manage and dispose of any leftovers in compliance with local health and safety regulations. The client may request that leftover food be packed for donation or take-away at their discretion.

## **Children and Service Provider Menu Options**

We include a 25 percent discount for your service providers (photographer etc) and to under 12yr children dining on the full menu, or if preferred we have nuggets and chips and a light dessert also available for children under 12yrs at reduced rates.

## **Service Time**

The caterer will coordinate with the Client to ensure that food service aligns with the schedule of the event. The caterer's service will conclude promptly at the agreed-upon time. The Client acknowledges that no changes to service time can be made on the day of the event. Any changes to service time must be communicated promptly and confirmed in writing by both parties.

## **Allergies & Dietaries**

Special dietary requirements can be catered to for your guests, so please enquire further and we will be happy to price any requests for you.

Due to the extra resources required to allow for and cater to individual/special dietary requests it is now standard practice for guests to let you know ahead of time any additional requirements they may have and this will allow us to price dishes and plan for you with all requirements to be with us at least 10 days in advance.

\*Please note: as we are unable to cover the cost of and to reduce wastage, all "special menu guests" wishing to alter their menu requirements on the day of & opt for the regular or other menu options will result in a full "extra menu" charge.

The above 'last minute' or 'on the day' special menus (if we are able to provide them), are added to your final invoice as an "additional" menu items.

## **No BYO Food or Drinks**

Food & alcohol are forbidden to be brought onto any part of the property.

To protect our license, any offending guests will be requested to leave.

By prior arrangement, wedding cakes, baby food & some edible table settings are an exception although COVID restrictions and minimum health and safety requirements may need to be met.

## **Photographs**

Photos, videos & recordings - When you book a function at The Tōtara Grove you & your photographer agree to allow The Tōtara Grove the right to take and use any photos, videos etc, that are taken by us on-site for marketing & promotions as it wishes, The Tōtara Grove has no obligation to in any way give credit or make payment for any image or recording taken at The Tōtara Grove & used for promotional purposes. Please make sure your photographer is aware of this before committing to any contracts. Please let us know if you wish to make any alterations to the above terms regarding this.

## **Photo-booths/Candy Bars/Lanterns/Excessive Centre Pieces/Your own tablecloths & chair covers etc**

Sometimes incur an additional fee depending on setup, along with any venue alterations (ie removal of any existing decor).

There is an endless array of options and individual preferences available for weddings, but please do check that whomever you choose to supply services are compatible with The Tōtara Grove rules as we do have restrictions in regard to setup and pack down times, dress codes and general standards etc. Please check with us if you are unsure.

## **Wedding Services & Wedding Planning**

All requests, ordering and correspondence are to be via email only and in a single thread throughout your leadup so our system keeps a record, otherwise any email or request sent separately will not be added to your file.

Closer to the time of your wedding we will send through a run sheet where you will be able to update all information and plans including menu choice, timings etc and in turn this becomes the final run sheet our staff use as their reference on the day.

We will help you plan your wedding day in regard to the wedding service reception at The Tōtara Grove & can also put you in contact with florists, bands, photographers, beauty therapists etc that are known to work well and are compatible with The Tōtara Grove.

## **Wedding Planners**

We have an in-house wedding planner. If you wish to utilize her services for more than what's in the selected packages this will be a separate charge on top of venue hire.

## **Wedding Rehearsals**

Depending on possible future bookings, we are unable to confirm with certainty the availability for rehearsal dates and times until 2 months prior to your wedding, but as a rule we usually have weddings on most Fridays and Saturdays with some Thursdays also. You can list 3 or 4 of your preferences for a rehearsal and then let us know when you require a definite date set and we will work from your first choice if possible.

## **Children & Minors**

Due to natural hazards and water features, all children must be under the direct supervision of an adult and kept at arm's length at all times should they wish to attend. As ensuring minors do not consume or attempt to consume alcohol is required in order for Totara Grove to comply with their license, we require all minors to be accompanied by a parent or guardian at all times while attending any event. The Totara Grove take no responsibility for any harm that comes to children and minors.

## **Music services**

The DJ/Band/client must provide their own equipment. The client agrees to provide a suitable and safe performance area with access to power outlets. The Totara Grove hold no responsibility if noise control is called. This falls to the DJ/Band and or client. To abide by noise regulations in this area we must have the bass down or turned off from 11pm onwards and the music must cease at 11.30pm with NO EXCEPTIONS. DJ/Bands and all other vendors out by 12.30am or there will be a charge onto your bond for every half hour they stay past 12.30am of \$100.

## **Liability**

The Totara Grove shall not be held liable for any loss, injury, or damage to persons or property unless due to gross negligence or willful misconduct. Neither The Totara Grove or The Black Oven shall be held liable for any delay or failure to perform their obligations due to circumstances beyond their reasonable control, including but not limited to acts of nature, government regulations, or other emergencies.

The Client is encouraged to obtain event insurance to cover any unforeseen circumstances. The venue may carry liability insurance, details can be provided upon request.

This agreement shall be governed by and construed in accordance with the laws of New Zealand. Any disputes arising out of or in connection with this agreement shall be resolved through negotiation and, if necessary, legal action in the appropriate New Zealand courts.

## **Damages**

All unpaid expenses and damages incurred by your guests will be added to your final account. This includes tree, gardens, grass and property damage. Please note: We do not allow any form of naked flames at The Totara Grove. Please use LED candles.



## **Guests Departure and Transport Requirements**

Pre-arranged transport is required for all guests departing The Tōtara Grove. Please manage your guests' departure to ensure we comply with our license requirements. It is important that guests must begin to depart (with pre-organized Taxis/ Bus etc) @ 11:30 pm

The entire property must be completely empty of guests by 12:00 midnight at the very latest for The Tōtara Grove to ensure we are not in breach of our license.

Please note that a late guest charge of \$10.00pp per 30-minute unit (or minimum \$100 per 30-minute unit) is automatically added to your account for all guests on site or within the property gates beyond our curfew time of 12:00pm (note that Council deems any person on or within the gates of the property, to be considered onsite)

This above fee allows us to quickly “re-allocate” staff to your event that will then ensure we are compliant with council license requirements.

Your guests are more than welcome to leave their cars on site overnight if they wish, although this is at their own risk.

## **Pack Down**

The Client agrees to all personal items and decorations must be removed from The Totara Grove by an agreed time. The Totara Grove will provide reasonable access for the Client and their designated representatives to pack down and remove items. The Totara Grove may provide assistance or coordination for the pack-down process, subject to availability and additional fees. Any such arrangements will be communicated and agreed upon in writing.

The Client is responsible for ensuring that the venue is left in a clean and satisfactory condition. This includes the removal of all personal items, decorations, and waste generated during the event. If agreed-upon in advance The Totara Grove will provide staff throughout your event and the following day to take care of all rubbish. This is at an extra cost of \$1000+GST this service is for rubbish and recycling only. The security bond will be released to the Client upon satisfactory completion of the pack-down and clean up.

Deductions may be made for any damages or failure to adhere to agreed-upon terms. The Client assumes liability for any damage to the venue or its property during the pack-down process. The venue shall not be held responsible for any loss or damage to personal items left in the venue during or after the event.

## **Lost and abandoned items**

The Totara Grove shall not be held responsible for any items left behind or lost during the event or the pack-down process. Any items left at the venue after the specified pack-down time will be considered abandoned and may be disposed of at the venue's discretion.

We look forward to hosting you, to avoid disappointment please ask any and all questions you have before confirming your booking - we want to be able to help create your perfect day, as it's all in the details.

The receipt of any deposit into The Tōtara Grove bank account acts as the hiring party's acceptance of all the above Terms and Conditions.

Rae & Scott



THANK YOU

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Tōtara  
*grove*

**CONTACT US**

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