



Venue & Events Hire Agreement

Level 1, 60 Cambridge Terrace,
Te Aro, Wellington 6011 Aotearoa

Venue: Whisky & Wood

Venue Contact: Sarah Hilyard

Phone: +64 21 083 19133

Email: hello@whiskyandwood.co.nz

This contract defines the terms and conditions under which:

Whisky & Wood Ltd, (hereinafter referred to as Whisky & Wood), and

You, the customer (hereafter referred to as the Customer) agree to the Customer's use of the Whisky & Wood facilities.

This contract constitutes the entire agreement between the parties and becomes binding upon the Customer's signature. The contract may not be amended or changed unless executed in writing and signed by Whisky & Wood and the Customer.

You, the Customer:

Full Name

Company Name (if applicable)

Signature

Please return signed agreement, all attachments and initial deposit to Whisky & Wood via email at hello@whiskyandwood.co.nz.



VENUE HIRE INFORMATION

Please refer to the booking invoice to ensure it reflects the correct date, time and spaces for your booking.

Please note that the hours assigned to your event include all set-up and all clean-up, all set-up and clean-up of your event, including access to the space for subcontractors dropping off, installing, packing down or picking up, is to be completed within the hours of your booking.

It is understood the Customer will adhere to and follow the terms of this Agreement, and will be responsible for any damage to the premises and site, including the behaviour of guests, invitees, customers, clients or subcontractors resulting from your use of venue/s.

1.1 Included in Standard Venue Hire

- i. Hire of the Whisky and Wood main hall
- ii. An event supervisor to assist on the day
- iii. Fifty (50) Bentwood Chairs
- iv. Four (4) trestle tables
- v. Removal of rubbish (up to equivalent of 1 wheelie bin)
- vi. Sound system
- vii. Lift access for suppliers and guests is available via Sweet Axe
- viii. Accessible bathroom located on the ground floor within Sweet Axe

1.2 Bar Minimum Spend Inclusions

- i. Duty Manager & Bar Tender for the duration of your event
- ii. Basic glassware & ice

1.3 Excluded from Standard Venue Hire

- i. Assistance with set up, pack down, co-ordination of suppliers, guests, planning, or run-sheets
- ii. Nappery (napkins, tablecloths), decorations, candles
- iii. Catering serveware, plates, napkins, cutlery
- iv. Storage of food, access to refrigeration, leftovers



- v. Storage of furniture, decorations or vendor equipment
- vi. Removal of excessive rubbish (more than the equivalent of 1 wheelie bin)

Whisky & Wood is committed to providing a safe space. The venue has more than 80% EQS (Earthquake Strengthening), current building WoF, newly installed fire and ventilation systems.

Our venue and staff reflect our values of inclusion, accessibility and fun; we are passionate about ensuring our space is safe from discriminatory language or behaviour. We celebrate diversity, and love love in all its forms. We are proud that Aotearoa was one of the first countries to legalise marriage equality. Gender diverse, queer, rainbow, LGBTQIA+ staff, events, guests and communities are equally valued and welcomed at Whisky & Wood.

1. RENTAL DEPOSIT AND PAYMENT AGREEMENT

The total cost for use of the Whisky & Wood and its facilities described in this contract is listed in the Customer's booking invoice.

- i. An initial payment of 50% of the booking fee is required to secure the booking on the date/s requested and remittance sent along with a signed acceptance of this contract by Customer. Upon completing the deposit payment there is a 10% non refundable deposit at the time of booking.
- ii. A second payment of the remaining balance is due four (4) weeks prior to the event date. Bar tabs or any further expenses incurred on the day of your event are to be settled by Credit Card/EFTPOS payment on the day.

Deposits and payments can be made by bank transfer using the details outlined on your booking invoice. A tax receipt from Whisky & Wood will be provided via email upon payment.

Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of your Deposit.



2. CHANGE POLICY

In the event the Customer requests to change the date of the booking, event or Wedding, every effort will be made by Whisky & Wood to transfer reservations to support the new date. The Customer agrees that in the event of a date change, the terms of the Cancellation Policy below will apply. Any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Customer. The Customer further understands that last minute changes can impact the quality of the event and that Whisky & Wood is not responsible for these compromises in quality.

- i. 100% of the deposit will be forfeit within 7 days of the booking
- ii. 50% of the deposit will be forfeit within 30 days of the booking
- iii. 100% of any expenses related to external suppliers for the booking including but not limited to catering, performers, equipment, printing etc.
- iv. Any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Customer
- v. The Customer further understands that last minute changes can impact the quality of the event and that Whisky & Wood is not responsible for these compromises in quality

3. CANCELLATION POLICY

In the event the Customer cancels the event, the Customer shall notify Whisky & Wood immediately in writing or by email. Once cancelled, the Customer shall be responsible for agreed charges as follows. The parties agree that the below charges are reasonable:

- i. All date changes & cancellations incur a minimum of a 10% transaction fee to cover bank and administration fees.



- ii. In the event the Customer cancels their booking less than six (6) months but more than three (3) months prior to the event, the Customer shall forfeit to Whisky & Wood fifty percent (50 %) of the deposit fee.
- iii. In the event the Customer cancels their booking less than three (3) months prior to the event, the Customer shall forfeit to Whisky & Wood the entire deposit fee.
- iv. In the event the Customer cancels their booking less than one (1) month prior to the event, the Customer shall forfeit to Whisky & Wood the entire venue hire fee. If we have engaged any external suppliers for your event, their cancellation fees and conditions shall also apply.

4. CONDITIONS OF USE

Customer's activities during the Hire Period must be compatible with use of the building/grounds and activities in areas adjacent to the Hire Space and building. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances.

Smoking is not permitted anywhere in the buildings. The venue must be returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental.

The Customer is responsible for the removal of all decorations and equipment from the venue.

5. EVENT SET-UP LIMITATIONS

The parties agree that the below limitations are reasonable:

- i. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed within the hire period.
- ii. Should the Customer need earlier access for set-up purposes, this can be arranged for an additional fee. The Customer is ultimately responsible for property belonging to the Customer's invitees, guests, agents and sub-contractors.
- iii. Rental items must be scheduled for pick-up no later than the end of the hire period.
- iv. Alcohol service must stop no later than 11:00 PM
- v. Music (DJ or live music) must stop no later than 11:00 PM



- vi. All guests must be off the Whisky & Wood premises no later than midnight the day of the event unless by prior arrangement.

6. EXTERNAL VENDORS/CONTRACTORS/DELIVERIES

All vendors must adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them.

6.1 Vendor Access

All event trash must be disposed of in the designated areas at the conclusion of the event. If rubbish exceeds the size of a standard wheelie bin, a rubbish

6.2 Caterers

Whisky & Wood does not lock in preferred caterers, any caterer with liability insurance of \$2m will be permitted to our commercial kitchen.

The following stipulations apply:

- i. All bookings that require on-site food preparation (heating, cooling, plating or storage) or who require the use of the kitchen must be pre-approved by Whisky & Wood and meet our rules and regulations.
- ii. The Customer's catering company is responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.
- iii. If booking external caterers, they will be responsible for providing any wait staff, serviettes, napkins and are responsible for leftovers, and the removal of rubbish.
- iv. The kitchen must be left clean and undamaged, any damage that occurs during the course of the hire must be reported to the Whisky and Wood event supervisor.

7. WEDDING CEREMONIES

Wedding ceremonies may be held in the Reception Venue for no additional charge. Additional fees may apply for reset of room from ceremony to reception. Customer is responsible for providing the ceremony coordinator, schedule, officiate, ceremony music and sound system.



8. RESPONSIBILITY AND SECURITY

Whisky & Wood does not accept any responsibility for damage to or loss of any articles or property left at Whisky & Wood prior to, during or after the event. The Customer(s) agrees to be responsible for any damage done to the Whisky & Wood Complex by the Customer(s), their guests, invitees, employees or other agents under the Customer(s) control. Further, Whisky & Wood shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of their guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause.

Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person (with the exception of Whisky & Wood staff) in attendance at Customer's function or event. Includes Amenities Tables and chairs, bartenders and security persons are provided as part of the Whisky & Wood rental agreement, unless noted otherwise.

7. EXCUSE OF PERFORMANCE (Force Majeure)

The performance of this agreement by Whisky & Wood is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labour disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of Whisky & Wood. Should the event be cancelled through a Force Majeure event, all fees paid by Customer to Whisky & Wood will be returned to Customer within thirty (30) days or Whisky & Wood will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

8. INDEMNITY

Customer agrees to indemnify and hold harmless Whisky & Wood, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and sub-contractors.



9. INSURANCE

Whisky & Wood shall carry liability and other insurance in such dollar amount as deemed necessary by Whisky & Wood to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third party suppliers/vendors used or contracted by Customer shall carry liability and other necessary insurance in the amount of no less than Two Million Dollars (\$2,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify Whisky & Wood which shall be named as an additional insured for the duration of this Contract.

10. CLEAN-UP

Customer shall be responsible for returning the Venue (and site if applicable) to the condition in which it was provided to them. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by Whisky & Wood at Whisky & Wood cost. Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. Whisky & Wood is not responsible for any property left behind by Customer, Customer's guests, invitees, agents and sub-contractors. The Customer is responsible for any and all damages to Whisky & Wood Venues and the surrounding site. It is the Customer's responsibility to remove all decorations and return Venue to the condition in which it was received.

11. RESERVATION OF RIGHTS

Whisky & Wood reserves the right to cancel agreements for non-payment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of Whisky & Wood as set-forth in this Agreement are in addition to any rights or remedies which may be available to Whisky & Wood at law or equity.

12. ALCOHOLIC BEVERAGES

Service of alcohol will be provided by Whisky & Wood in accordance with the "Sale and Supply of Alcohol Act 2012 New Zealand" and the conditions of our liquor licence. Whisky & Wood reserve the right to refuse service to any person/s.



- i. The minimum bar spend if not met in drinks orders, is to be paid in full
- ii. Shots are not permitted
- iii. Cocktails are to be pre-selected by the Customer
- iv. No external alcohol is to be brought in to the premises
- v. If alcohol service is refused due to behaviour, intoxication or the appearance of intoxication of guests, the minimum bar spend is still to be paid in full
- vi. Whisky & Wood reserve the right to refuse entry of any guests who have been consuming alcohol outside of the venue
- vii. The Customer hereby expressly grants to Whisky & Wood, at Whisky & Wood's sole discretion and option, to instruct the security officer(s) to remove any person(s) from the Venue, if in the opinion of the Whisky & Wood representative in charge, the licenced Bartender/Duty Manager and/or the security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.

TERMS & CONDITIONS VENUE HIRE AGREEMENT

I have read and understand the policies concerning events held at the Whisky & Wood. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I understand it is my responsibility to inform the caterer, coordinator, florist, photographers, etc., that they must also conform to this set of guidelines.

Signature _____

Name

Date