



THE MCCALLUM RESIDENCE

THE MCCALLUM RESIDENCE TERMS AND CONDITIONS

1. Welcome to the McCallum Residence and Tio Point. Please note that confirmation of your booking in writing or payment of the deposit for your event acknowledges your acceptance to these terms and conditions.
2. Please note that if there is a conflict between these terms and conditions and your quote, the quote will prevail. In addition, these terms and conditions take precedent over any terms, supply arrangement or other agreement you may provide and enter into with us.

3. **Definitions:**

“**Agent**” means any person employed by The Residence which includes any employee, contractor, sub-contractor, gardener, chef, room attendant or any other person in their reasonable capacity who is under the direction of The McCallum Residence Limited.

“**Client(s)**” means the person or persons named as such on the front page of these terms and conditions, and where the context requires includes other persons occupying that part of the Property in their capacity as guests, to be rented by the Client(s) in terms of this.

“**Experience**” means any activity offered in relation to The Residence, whether free of charge or not and regardless of whether the Experience is located internally or externally to the Property.

“**Event**” means any wedding, stay, corporate function or any other Event held at the Property.

“**GST**” means goods and services tax as defined under the Goods and Services Tax Act 1985.

“**Property**” means the land and buildings comprising the location of The McCallum Residence and/or Tio Point.

“**The Residence**”, “**we**”, “**us**” or “**our(s)**” means “**The McCallum Residence Limited**” as the owner and operator of the business of the McCallum Residence entity owned or operated by the McCallum Family.

“**Third-Party**” means any provider of any goods or services that are not deemed an Agent of The Residence including but not limited to external transport companies, booking agents and other similar services that does not form part of The Residence.

“**Quote**” means the quote provided to you for your Event at the Property.

4. **Bookings:**

- 4.1 The following applies to bookings at the McCallum Residence and Tio Point.



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All Bookings

- 4.2 A deposit of 20% is required for all bookings (subject to this clause 4 or as found in your quote). Your booking is only secure upon our receipt of the deposit. Information about your Event can be found on your Quote.
- 4.3 A deposit of 40% is required for all bookings scheduled within 180 days of the Event. Your booking is only secured upon our receipt of the deposit. Information about your Event can be found on your Quote.
- 4.4 The balance indicated in the Quote is required 60 days prior to the date of your event. In certain circumstances, payment may need to be made in full to secure the booking. If this is the case, this will be discussed with the Client and provided for in the Quote.
- 4.5 A valid credit card may be required to secure bookings. This credit card will be charged for any extra charges incurred. These extra charges may include, but are not limited to, Experiences, additional dining, beverages and incidentals, vehicle transfers, booking excursions or experiences, damage, cleaning and any other potential cost or arrangement (“**Extra Charges**”) made by The McCallum Residence for client(s). If the balance of payment due for the booking is not paid 60 days prior to the event, your credit card will be charged. Equally, we reserve the right to charge a \$500 bond on each booking for any Extra Charges that will be deducted at the end of the Event. By securing the booking for your Event, you consent to us collecting, using, storing and otherwise processing your credit card information in line with our Privacy Policy. In addition, you consent to us charging any Extra Charges you incur during your Event at our sole discretion.
- 4.6 A 15% surcharge total may apply during New Zealand statutory holidays.
- 4.7 Internet banking is the preferred payment method.

Exclusive Luxury Stays

- 4.8 For exclusive luxury stays, a minimum two-night stay is required, unless otherwise agreed. The inclusions of this package can be found on your Quote.
- 4.9 The maximum occupancy for the McCallum Residence is 18 people and 13 people for Tio Point. Unless otherwise agreed, these occupancy numbers shall not be exceeded. If we reasonably believe that occupancy numbers have been exceeded, we reserve the right to terminate the Event under these terms and conditions with no refund.



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Events

- 4.10 The McCallum Residence provides specifically what is included in your Quote. We take no responsibility or liability whatsoever for any third-party vendors you engage. In engaging third-party vendors, you agree that they must abide by our reasonable rules and instructions.
- 4.11 The McCallum Residence may charge a site visit fee of \$250 that is deducted off your final invoice upon confirmation that you will secure the booking for your Event. If you do not progress with your Event, the site visit fee is non-refundable.
- 4.12 The Client expressly indemnifies and holds harmless the McCallum Residence Ltd, any of its owners, directors, agents and employees for any loss, damage, injury or otherwise caused by or in relation to any third-party vendors, entities or otherwise not directly engaged or contracted by the McCallum Residence Ltd.
- 4.13 Unless otherwise agreed, all weddings are required to transport their guests to and from the Residence by bus or coach.
- 4.14 The Client warrants and undertakes that any damage or otherwise caused by the third-party vendor or Client's guest organised or engaged by the Client is the Client's responsibility and the Client may be liable for the reasonable costs to rectify any damage or injury caused in the event the vendor or guest does not rectify the situation.
- 4.15 Fireworks are not permitted unless otherwise agreed by us. Using fireworks without our consent will be deemed a breach of these terms and conditions and we reserve the right to cancel your Event.

Experiences:

- 4.16 The booking of Experiences will be organised by us and will be on-charged to the Client. Pre-booked Experiences must be paid in full prior to booking the Experience, otherwise the Experience will not be guaranteed.
- 4.17 The booking of Experiences is subject to availability and McCallum Residence Ltd will provide the terms and conditions of the Experience(s) booked if applicable and requested.
- 4.18 The Client undertakes Experiences at their own risk and McCallum Residence Ltd takes no responsibility whatsoever for any damage, injury, claim or otherwise as a result of the Experience.

Peak Season Bookings:

- 4.19 The peak season for the McCallum Residence is the dates of 1 December to 30 April.



5. Cancellation by the Client

- 5.1 This cancellation provision takes into account the pre-work and unlikelihood of being able to fill cancelled dates at short notice and the pre-incurred expense by the McCallum Residence Ltd.
- 5.2 The McCallum Residence Ltd will use their reasonable endeavours to accommodate a change of date where possible with the Client.

Cancellation of Events:

- 5.3 All Events cancelled by the Client prior to 180 days of the wedding/event will receive their deposit back in full less a \$750 cancellation fee.
- 5.4 All Events cancelled by the Client within 180 days of the wedding will result in the deposit being forfeited by the Client. However, if the McCallum Residence Ltd is able to fill the Client's cancelled date(s), we will refund the deposit in full, less the \$750 cancellation fee in accordance with clause 5.3.
- 5.5 All Events cancelled by the Client within 60 days of the wedding will be charged in full and not receive a refund.

Experiences:

- 5.6 Cancellations of Experiences must be made in writing and received by email. Changing or cancelling bookings at any time can incur an administration fee of up to \$250 plus any relevant fees from a third-party experience operator.
- 5.7 If the Client(s) cancels their stay at The Residence, pursuant to clause 5 of this Contract, any monies paid to The Residence for the arrangement and booking of Experiences may not be refundable, however, if we are refunded the monies by the Experience operator, you will be refunded in full (less any fee in accordance with clause 5.6). You acknowledge that a refund under this clause 5.7 cannot be guaranteed.
- 5.8 Any complaint with a Third-Party must be taken up with the relevant party. The Residence takes no responsibility for any complaint or dispute a Client(s) may have in relation to any third party.
- 5.9 The failure of the Client(s) to arrive to partake in the Experience(s) will result in an implied express cancellation and no monies will be refunded.

6. Carparking:

Free car parking is available on the Property unless expressly stated otherwise by the us prior to the commencement date of the Client(s) stay. Large groups may be required to access The Residence via coach and this decision is at the sole discretion of the Residence. This will be arranged for the Client(s) at their own cost. If we decide a coach is appropriate, the Client(s) will be notified prior to booking.



7. Spa Pool Area:

Both Properties have spa pool facilities. While these are fenced off to ensure users safety, use of the spa pools are at the Client's own risk and it is the Client's sole responsibility to ensure children are watched while using these facilities. You agree to indemnify us (to the extent permitted by law) against any loss, injury, death or otherwise caused in relation to the use of the spa pool at the Properties.

8. Billiard Room:

Tio Point has a billiard table that is available for the use of the Clients. If the Client would like access to its use, they must accept all liability for any damage or loss whatsoever caused to the billiard table. The McCallum Residence Ltd reserves its rights to claim any and all damages from the Client caused by their use of the billiard table (determined at our sole discretion). We also reserve the right to charge your credit card to recover any loss incurred to the billiard table in accordance with clause 4.5 of these terms and conditions.

9. Exclusion of Liability:

- 9.1 We do not accept any liability for any loss or damage caused to the Client(s) by weather conditions, riot, strikes, sickness, acts of terrorism or any other force majeure occurrence beyond our reasonable control.
- 9.2 We shall not be responsible or liable for any accident, loss, damage, injury, or extra cost to the Client(s), including their guests, arising from use of the Property or any Experience undertaken by the Client(s) whether on or offsite of the Property.
- 9.3 The Client(s) acknowledges that all personal items and vehicles (including vehicle contents) belonging to the Client(s), and their guests remain the Client(s) responsibility. The Residence accepts no responsibility for loss or damage to such items.
- 9.4 The Client(s) is responsible for any call out charges incurred through damage or misuse of alarms, appliances, electronics or otherwise.
- 9.5 In the event that our insurance policy is invoked to cover damage caused by Client(s), the Client(s) will be liable for any excess amounts owed.
- 9.6 The Client(s) agrees to fully indemnify the McCallum Residence Limited and its Agents and hold them harmless from any claim whatsoever in law, tort, equity or otherwise (to the extent permitted by law).

10. House Rules:

The Client(s) is responsible for ensuring the Property is left in a reasonable condition. Any costs of excessive cleaning, loss of items owned by us or any related entity of The McCallum Group, damage to the Property or debts or charges incurred by the Client(s) and/or their guests will be payable by the Client(s) as an Extra Charge pursuant to clause 4.5 of these terms and conditions.



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11. The Client(s) agrees to:

- (a) notify The Residence immediately of any damage or defect in respect of the Property including, but not limited to, its fixtures and fittings or the failure of any mechanical or electrical appliances on the Property. Damages and breakages will be charged at cost to repair the damage or replace the item, whichever, in our sole opinion is the most appropriate;
- (b) ensure that the Client(s) must act in a responsible manner at all times, and act with respect towards staff. This includes observing quiet hours between midnight and 7am;
- (c) not carry or take any illegal drug or substance while at the Property.
- (d) obtain approval for the erection of any temporary structures on the Property (i.e. tents or tarpaulins or similar) prior to booking;
- (e) ensure children are supervised at all times by a parent or responsible adult 16 years old or above (this is not the responsibility of our Agent);
- (f) allow us to have access to the Property at all reasonable hours during the day to carry out repairs or other works to the Property; and
- (g) ensure that the internet connection is used for legal purposes only.

12. The Client(s) agrees not to:

- (a) do anything that adversely affects or compromises any insurance for the Property;
- (b) unreasonably rearrange, change or remove any furniture, fixtures, installations, artwork or fittings at the Property;
- (c) use the Property for any improper, immoral or illegal purpose, nor possess or consume any illegal substances whilst in occupation of the Property;
- (d) smoke (including e-cigarettes) inside any room in Property. Ashtrays will be provided in suitable smoking areas. If odour from smoking is discovered at any time during the Client(s) stay inside the rooms of the Property, additional cleaning and fumigation costs may be incurred; and
- (e) any other activity that would be unreasonably detrimental to the Property at the sole discretion of the McCallum Residence Ltd.

12.1 Failure to comply with this clause will give cause for us to cancel the Client(s) Event in which the Property must be vacated immediately with no refund or remedy of any sort payable to the Client(s).



13. Arrival and Departure Times

- 13.1 Unless otherwise expressly agreed with us, Client(s) should arrive between 3pm and 6pm on the commencement date of the Client(s) stay and strictly vacate the Property by 11am on the departure date.
- 13.2 Late departures may incur additional charges plus any additional Agent(s) costs including, but not limited to, excessive cleaning costs. Accounts must be settled in full prior to departure from the Property unless otherwise agreed.
- 13.3 Client(s) must consult with us if they require any flexibility with arrival and/or departure times. We will endeavour to be as flexible as reasonably possible.

14. Accuracy of Information

We have taken care to ensure the accuracy of all information and descriptions contained on its website and in promotional material. Nothing in those materials shall contradict a term or condition of these terms and conditions unless **expressly** agreed otherwise. We shall not be liable with regard to any difference of opinion as to the condition or quality of the Property, nor for temporary defects or interruption to the supply of any utilities. The Property may not always appear exactly as pictured or described due to normal wear and tear, weather events, changes in furnishings and changes after the material was prepared.

15. Privacy and Terms of Use

- 15.1 The Residence is committed to ensuring our Client(s) privacy is protected. Please see our updated Privacy Policy [here](#). We are bound by the Privacy Act 2020.
- 15.2 The use of our website (www.mccallumresidence.co.nz) and any other online forum is used at the Client(s) own risk. The responsibility of the accuracy of any Client(s) information provided to The McCallum Residence Limited and/or owners is at the sole responsibility of the Client(s) and we will take no responsibility for any cost incurred with such errors or omissions by the Client(s).

16. Disputes

- 16.1 Should any problem occur with the Property, the Client(s) must immediately (within 24 hours of the problem occurring) notify the McCallum Residence Limited. The Client(s) should allow reasonable time for the problem to be remedied.
- 16.2 A Client(s) vacating the property permanently before the agreed departure date without The Residence authorisation does not constitute an adequate cause for a refund. The Client(s) is responsible for informing The Residence of any complaint and allowing reasonable opportunity to remedy the problem during the stay period, failure to do so will void any claim following the stay period.
- 16.3 If any complaint or dispute arises under these terms and conditions, the parties will meet to discuss the issue(s) in good faith and attempt to resolve the issue(s) by negotiation. If that negotiation does not result in resolution of the dispute, then the dispute may be referred by either



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party to the disputes tribunal or court of competent jurisdiction. The existence of a dispute does not excuse either party from performing its obligations under these terms and conditions.

17. **Pets**

Our Properties are pet friendly, however, please advise us on your intention to bring pets. We reserve the right to refuse consent for you to bring your pets at our sole discretion. In bringing pets, you acknowledge that they are not allowed inside the Properties. You bring your pets at your own risk and are responsible for any damage caused or cleaning required as a result of your pet. We take no responsibility to any loss, injury, death or otherwise in relation to your pets.

18. **Jurisdiction**

The Residence and its Client(s) agree that these terms and conditions shall be governed by New Zealand law, and that exclusive jurisdiction over all disputes arising out of the terms and conditions shall be in the tribunals and/or courts of New Zealand.

19. **Intellectual Property**

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20. **Terms and Conditions Subject to Change**

The Residence reserves the right to make changes to these terms and conditions from time-to-time. These terms were last updated in March 2024.