

## Botanic Garden & Otari-Wilton's Bush Booking Application

Please complete in BLOCK LETTERS. This application is binding only upon written Council approval.

Send your application and \$50 non-refundable booking fee to:

Treehouse Booking Office, Wellington Botanic Garden, PO Box 2199, Wellington 6140.

Phone: 04 499 1400 Monday–Friday 9am-4pm. Email: treehouse@wcc.govt.nz

### Applicant details

Applicant name _____	Business/Club _____
Mailing address _____	
Business phone _____	Mobile _____ Home _____
Email addresses _____	

### Booking details

<b>Botanic Garden</b> <input type="checkbox"/> Begonia House Foyer <input type="checkbox"/> Dell <b>without</b> marquee <input type="checkbox"/> Dell <b>with</b> marquee ( <i>November to Mar only</i> ) Size of marquee _____ <input type="checkbox"/> Other area within Botanic Garden ( <i>please specify venue and area in box below</i> ) Other area _____ Date of event _____      No of people attending _____ Time of event ( <i>include setting up and clearing time</i> ) _____ am/pm    to    _____ am/pm Type of event _____ Special requirements _____	<b>Otari-Wilton's Bush</b> <input type="checkbox"/> Meeting room <input type="checkbox"/> Other area within Otari-Wilton's Bush ( <i>please specify venue and area in box below</i> )
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**Payment of \$50.00 non-refundable Booking Fee** (please ✓) *a receipt will be issued*

**Cash**     **Eftpos**     **Cheque**     make payable to: Wellington City Council

**Credit Card**     Name of card holder: \_\_\_\_\_

Card Number: \_\_\_\_\_

Master card     Visa     American Express

Expiry date: \_\_\_\_\_

### Office use only

	Full cost	Deposit	Balance	Bond
<b>Amount</b>				
<b>Date paid</b>				
<b>Refund details</b>				
<b>Comments</b>				

## General Terms & Conditions

- 1 Wellington City Council (the Council) is entitled to impose conditions upon the use of the venue or field specified in this Application at its sole and unfettered discretion. A written copy of any applicable conditions will be attached to any Parks & Gardens Event Permit granted, or letter of confirmation sent to you, as a result of this application.
- 2 The Council reserves the right to vary the standard Terms & Conditions or to impose further conditions in addition to those specified (in accordance with Clause 1) at any time.
- 3 The Council reserves the right to cancel or postpone the event at its discretion.

## Botanic Garden and Otari-Wilton's Bush Terms & Conditions

- 4 Events should be family orientated and of a low key nature so as not to disturb or distract from other visitor's enjoyment of the Botanic Gardens.
- 5 Public entry to the Botanic Gardens is free. There can be no charge for events without the Council's approval.
- 6 Musical events must comply with noise control regulations. No amplified music is allowed in the Dell and Sound Shell after 10pm.
- 7 Alcohol cannot be sold at events and is available for sale and consumption in the Botanic Garden Café only.
- 8 Fires and fireworks are prohibited (except if authorised by the Council for management purposes).
- 9 The Botanic Garden Manager must approve any food or beverage concessions. A charge may be made.
- 10 Gas barbeques only may be used in specific areas in the Botanic Garden. Permission is required.
- 11 Portable barbeques are not permitted in Otari-Wilton's Bush. Two coin-operated gas barbeques are available for use in the picnic area.
- 12 Event organisers will be responsible for cleaning of the site after the event and providing any extra facilities required in addition to those already in place eg portaloos.
- 13 All sponsorship signage or other requirements must be approved by the Botanic Garden Manager.

## Terms & Conditions of Payment *(relevant only when fees apply)*

- 14 If your Application relates to an event at the Botanic Garden or Otari-Wilton's Bush, a \$50 non-refundable booking fee must accompany the Application. All fees must be paid in full prior to the event.
- 15 Unless these Terms & Conditions provide otherwise, you must pay all fees and charges owing to the Council under this agreement by the 20<sup>th</sup> day of the month following the date the invoice is issued.
- 16 Where payment is not made in accordance with Clause 14, you agree to pay the Council:
  - 16.1 Interest calculated daily at the rate of 15% per annum on all overdue amounts from the date of default until all overdue amounts are paid to the Council.
  - 16.2 All costs and expenses (including debt collection fees or legal fees), incurred by the Council in seeking to recover the overdue amount.
  - 16.3 An administrative fee of either 10% of the overdue amount or \$300 (whichever is less) as a contribution towards the Council's internal administrative costs incurred in seeking to recover the overdue amount.
- 17 You are not entitled to withhold any monies that are due and owing to the Council.
- 18 The Council is entitled to apply all payments received from you, first in reduction of interest and costs and then in reduction of any amounts invoiced.
- 19 Payment shall become immediately due without notice if:
  - 19.1 You breach this agreement, or any term of any Permit granted as a result of this Application;
  - 19.2 You are a company and a liquidator, or receiver, or a statutory manager is appointed, or the company amalgamates without the prior written approval of the Council;
  - 19.3 Any judgement remains unsatisfied against you for 7 or more days;
  - 19.4 You become insolvent, make an assignment or compromise for the benefit of your creditors or cease to carry on business.
- 20 If any person uses your account, you will be liable for all amounts outstanding under this agreement.

## Privacy Act 1993

- 21 You acknowledge that the Council is collecting the information in this Application for the purposes of credit approval, establishing credit limits and administering your account. This may require information to be provided to other Business Units within the Council, the Council's solicitors, external debt collection agencies, credit reporting and other agencies required from time to time to be involved in the administration of your account or enforcement of this agreement. You authorise any person or company to provide the Council with such information required to administer and enforce this agreement.

## Applicant

I have read and agree to the above Terms & Conditions. I understand that I am authorised to bind the Customer to this agreement.

Signed \_\_\_\_\_

Date \_\_\_\_\_