

# Wellington Botanic Garden and Otari-Wilton's Bush site booking form

Weddings, ceremonies, functions, photo shoots, picnics and events

Absolutely Positively  
Wellington City Council

Me Heke Ki Pōneke

## Notes for the applicant

|   |   |
|---|---|
| <p>Please complete form in BLOCK LETTERS.</p> <p>Send completed form and non-refundable fee to:</p> <p>Treehouse Booking Office, Wellington Botanic Garden, PO Box 2199, Wellington 6140. Or email <a href="mailto:treehouse@wcc.govt.nz">treehouse@wcc.govt.nz</a>.</p> <p>All requests are assessed on an individual basis. Wellington City Council management have the right to determine fees and refuse any Application. This Application is binding only on written confirmation.</p> | <p>Non-refundable booking fees (please <input checked="" type="checkbox"/> those that apply to your event):</p> <p>General use \$180 (based on 2 hour hire)<br/><i>(payable for all events unless waived by the Botanic Garden Manager under clause 5)</i></p> <p>Standard Photography \$90 per hour<br/><i>(payable for all events where some form of formal photography will take place (unless waived by the Botanic Garden Manager under clause 5) e.g. weddings)</i></p> <p>Commercial Filming and Photography<br/><i>(Additional fees apply for commercial filming and photography. Additional information is available from the Treehouse Booking Office.)</i></p> |
|---|---|

## Applicant details

|                 |            |
|-----------------|------------|
| Applicant name: |            |
| Postal address  | Post Code: |
| Phone:          | Mobile:    |
| Organisation:   | Email:     |

## Booking details

| Site - Wellington Botanic Garden (please <input checked="" type="checkbox"/> )   |  | Otari-Wilton's Bush (please <input checked="" type="checkbox"/> ) |         |
|--|--|---|---------|
| The Begonia House foyer  | Lady Norwood Rose Garden                 | Cockayne Lawn   |         |
| The Dell   | Maggie Lawn                              | Troup Picnic Area   |         |
| The Dell with marquee<br><i>marquee Nov to April only, fees apply</i><br><br>Size of marquee:<br><i>see "The Dell with Marquee" client information form available at the Treehouse Booking Office.</i>   | Duck Pond area                           | Other area:   |         |
|  | Puriri Lawn                              |   |         |
| Soundshell Lawn  | Remembrance Ridge                        |   |         |
| Other area:  |  |   |         |
| Type of event:   |  | Number attending:   |         |
| Are you intending on selling, or otherwise supplying, alcohol available at the event?  |  | Yes   | No      |
| If you answered 'yes' above, are you hiring a catering company that holds a licence to sell or supply alcohol at events?   |  | Yes   | No      |
| If yes, please supply caterer's details. No special licence will be required if your catering company has a licence.   |  |   |         |
| If you are not hiring a catering company and alcohol is to be sold or supplied you will require a special licence to be granted.<br>Please refer to the Alcohol Licensing Health pages on the Council's website<br><a href="http://wellington.govt.nz/services/consents-and-licences/alcohol-licensing">http://wellington.govt.nz/services/consents-and-licences/alcohol-licensing</a> |  |   |         |
| Date of event:   | Hire Period                              | Start time:   | Finish: |
|  | <i>include set up &amp; pack up time</i> |   |         |

|   |           |        |
|---|-----------|--------|
| Do you plan on having any of the following at your event?   |           |        |
| Marquee(s)  | Band/DJ   | BBQ(s) |
| Lighting  | Portaloos |        |
| Special requirements: <i>please state any items of furniture or equipment you wish to bring in to the site or any other relevant information.</i> |           |        |

| <b>Payment of non-refundable Book Fee</b> |        |         |   |   |
|---|--------|---------|---|---|
| Cash                                      | Eftpos | Visa/MC | pay online by Credit card<br><i>wellington.govt.nz/do-it-online</i> | Cheque<br><i>make payable to: Wellington City Council</i> |
| Name of cardholder:                       |        |         |   |   |
| Card number:                              |        |         | Expiry date:  |   |
| Amount to pay:                            |        |         | A receipt will be issued:   |   |

### **General terms and conditions**

1. Wellington City Council (the Council) is entitled to impose conditions upon the use of the site 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. These standard Terms and Conditions may be supplemented by specific terms and conditions applicable to the event being held, including (without limitation) terms applying in respect of marquee hire at The Dell, and commercial photography and filming.
4. The Council reserves the right to cancel or postpone the event at its discretion.
5. Booking fees may be waived at the discretion of the Botanic Garden Manager.
6. If you cancel the event the booking fee is non-refundable or the Council may charge a cancellation fee if you cancel a booking within four (4) weeks prior to the commencement of the event. The cancellation fee will be calculated at 50% of the total fee or if it is more than four (4) weeks out from the event an administration fee of not more than \$50.00 will be applicable. If the event is cancelled due to bad weather there will be no cancellation fee. If the permit fee has been waived cancellation fees will not apply.
7. You must advise, and seek the approval of the Treehouse Booking Office, of any proposed change to the nature of your event, as soon as possible. Any changes to the event will be subject to the permission of the Botanic Garden Manager.

### **Licences and consents**

8. You are responsible for obtaining all necessary licences and/or consents, and providing a copy of those licences/consents to the Treehouse Booking Office Manager in advance of your event. You must abide by the conditions imposed by those licences/ consents at all times during your event.
9. No alcohol may be supplied on the premises unless there is written consent by the Treehouse booking Office and under a valid Licence to sell or supply alcohol, a copy of which must be provided to the Treehouse booking Office before your event.

### **Restrictions on use**

10. Events should be family orientated and of a low key nature so as not to disturb or detract from other visitors' enjoyment of the Botanic Garden or Otari-Wilton's Bush.
11. You shall ensure that your event is held in an orderly and lawful manner. You are responsible for all guests, workers and participants at the event and ensuring that nobody behaves in a disorderly or offensive manner (including drunken behaviour), or in such a manner that is likely to cause danger or annoyance to members of the public or damage the reputation of the site.
12. Public entry to the Botanic Garden and Otari-Wilton's Bush is free. There can be no charge for events without the Council's approval. If your booking Application is accepted by the Council, you will be entitled to prioritised, but non-exclusive use of the site. Exclusive use of site space requires prior written permission from the Treehouse Booking Office.
13. Overnight occupation of Council sites is not permitted except in exceptional circumstances. Such occupation will require prior written permission from the Treehouse Booking Office.
14. Musical events must comply with noise control regulations. No amplified music is allowed after 10pm without prior written approval from the Botanic Garden Manager.
15. Fires and fireworks are prohibited (except if authorised by the Council).
16. Food or beverage concessions are allowed only with the prior written consent of the Botanic Garden Manager and fees may apply.
17. Gas barbeques may only be used in specific areas in the Botanic Garden. Permission is required from the Botanic Garden Manager. Portable barbeques are not permitted in Otari-Wilton's Bush. Two barbeques are available for use in the picnic area.
18. Vehicles shall not be used on parks, reserves, squares or event spaces (other than on existing sealed roads) without the prior written consent of the Botanic Garden Manager.
19. All sponsorship signage are allowed only with the prior written consent of the Botanic Garden Manager.

### **Set-up and pack-down**

20. You will be responsible for cleaning the site after the event and for providing any extra facilities required in addition to those already in place eg portaloos. All areas associated with the event are to be left in a clean and tidy condition. The removal and disposal of all rubbish shall take place immediately after the event and be disposed of appropriately off site.
21. You agree that if the site is not left in the same state to that in which it was found in terms of tidiness a cleaning fee may be charged.
22. You shall ensure that all wildlife, vegetation, turf, streetlights, bollards, buildings and other facilities are not damaged or unduly disturbed at any time during the event, or any setup or pack down period associated with it.
23. You will ensure that during the hire period all reasonable care is taken in the use and occupation of the site so that, with the exception of fair wear and tear, the site will be left in the same condition upon completion of the hire period as it was at the commencement. You will be responsible for the cost of repair or replacement of equipment or facilities, if damage is caused by misuse by you, or anybody in attendance at your event.

**Health and safety and standards of behaviour**

- 24. You shall take all reasonably practicable steps to ensure the risks to the health and safety of people are eliminated, or if not possible, minimised as required by the Health and Safety at Work Act 2015.
- 25. You will read and understand the fire and emergency evacuation procedures for the site. The procedures are available from the Treehouse Booking Office.
- 26. You will be responsible for ensuring that activities and persons present at your event adhere to the rules of the site at all times, including but not limited to evacuation procedures, maximum number of persons at the site etc.
- 27. You shall comply with any notice or direction given by Council representatives relating to the control, safe use, security and protection of the site.
- 28. Any incidents or accidents that occur during your event must be reported to the Treehouse Booking Office.
- 29. You are required to supply the name and mobile phone number of a person who must remain available at all times during the event and who has authority and ability to control volume of noise.
- 30. All Council sites are smoke-free areas and you must ensure that event workers, guests and participants comply with this bylaw.

**Terms & conditions of payment**

- 31. If your Application relates to an event at the Botanic Garden or Otari-Wilton's Bush, a non-refundable booking fee must accompany the Application (unless clause 5 applies). All fees must be paid in full prior to the event.
- 32. Unless these Terms & Conditions provide otherwise, you must pay all fees and charges owing to the Council under this agreement by the 20th day of the month following the date the invoice is issued.
- 33. Where payment is not made in accordance with 31, you agree to pay the Council:
  - 33.1 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.
  - 33.2 All costs and expenses (including debt collection fees or legal fees), incurred by the Council in seeking to recover the overdue amount.
  - 33.3 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.
- 34. You are not entitled to withhold any monies that are due and owing to the Council.
- 35. 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.
- 36. Payment shall become immediately due without notice if:
  - 36.1 You breach this agreement, or any term of any Permit granted as a result of this Application;
  - 36.2 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;
  - 36.3 Any judgement remains unsatisfied against you for seven or more days;
  - 36.4 You become insolvent, make an assignment or compromise for the benefit of your creditors or cease to carry on business.
- 37. If any person uses your account, you will be liable for all amounts outstanding under this agreement.

**Privacy Act 1993**

- 38. 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 authorized to bind the Applicant to this agreement.

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Please retain a copy of these terms and conditions for your reference.

| Office use only | Full cost | Deposit | Balance | Bond |
|-----------------|-----------|---------|---------|------|
| Amount          |           |         |         |      |
| Date paid       |           |         |         |      |
| Refund details  |           |         |         |      |
| Comments        |           |         |         |      |