

## Terms & Conditions

Terms & Conditions Tipi Tent, Montville Yurts / White Elk Events Definitions "Equipment" means the items hired out by the Owner to the Hirer. "Hirer" means any person who requests the Owner to hire Equipment to it, including its "Owner" means Tipi Tent, Montville Yurts / White Elk Events.

'Terms' means these terms and conditions Delivery, Collection and Set Up. If our vehicles are unable to park within 15m of the site an additional labour fee may apply for transporting equipment to the site. If there is a risk of getting bogged, we may refuse to complete the hire. If you are unsure about the site, just ask we are always willing to help.

Access for all our structures and equipment at Festivals must be provided, this means appropriate tickets, wristbands or other forms of authorisation must be provided free of charge.

Damage Waiver Damage Waiver is not insurance, but is an agreement by Tipi Tent, Montville Yurts / White Elk Events that the hirers liability for damage to the Equipment can be limited in some circumstances only, to an amount called the Damage Waiver Excess. The Damage Waiver Excess is the actual recovery and repair cost of the Equipment, or 25% of the current replacement cost of the Equipment as reasonably determined by the Owner using suppliers prices, whichever is the lesser amount.

DAMAGE WAIVER DOES NOT APPLY AND WILL NOT LIMIT THE CUSTOMER'S LIABILITY (a) damage resulting from overloading, exceeding rated capacity, misuse, abuse or improper servicing of Equipment; (b) damage or loss due to disappearance of the Equipment; (c) damage caused by the use or operation of Equipment in contravention of any of these Terms; and (d) damage to, or loss of, the Equipment from any unknown cause.

Payment 50% deposit secures your booking. The balance is due 45 days before your event unless previous arrangements have been made in writing. Deposits can be made directly by transfer into our bank account. All bank deposits require your Surname to appear as the reference.

Booking deposit to be made via bank transfer,

ACCOUNTTipiTent, MontvilleYurts BSB: xxxxxx Account Number: xxxxxxxxxx (account name and numbers to be advised)

## Terms, Conditions & Cancellation Policy

1.0 - Changes / Extras to your booking we are always happy to help. You'll spot this throughout, updates, changes and the like will need to be agreed 'in writing'. We'll accept. An email, an e-sig/tick box, text message or even hand scribbled piece of paper with your autograph on it will cut it, no stress. We're a modern bunch and as long we've got something on file, that's cool with us.

2.0 - Powering and cabling (if we provide) We're always happy to go the extra mile. Getting you sorted with power needs for the event is a biggie. Here's how we can help. Where Tipi Tent or Montville Yurts has provided an event generator, we'll take care of power needs, cabling and all distribution for specified and agreed elements of your event \*typically those inside near to tipis/furnishings location and any hired in goods we've been commissioned to provide. For events

with extensive power requirements, such as festivals, this will be agreed in writing as to Tipi Tents or Montville Yurts obligations in relation to total power management. It remains the Hiring Customer's responsibility to provide Tipi Tent or Montville Yurts with a comprehensive event power plan covering the needs of all the suppliers including their total wattage, exact equipment to be used, number of plug sockets and preferred arrangement of sockets not less than 30 days prior to Event Date. Should Tipi Tent or Montville Yurts receive this information with less than 30 days to Event Date it will make its best endeavours to include the information, but this cannot be guaranteed and Tipi Tents or Montville Yurts will not be liable for any losses/delays caused by this or similar scenario.

2.1 - Power on site unless agreed in writing is the responsibility of the hirer.

3.0 - In the event of cancellation of the booking, cancellation charges are as follows:

3.1 - Cancellations must be in writing. If the cancellation occurs more than 3 months before the event, we will charge a cancellation fee of 25% of the cost of the event hire. If cancellation occurs 90 days or less from the original event date, we reserve the right to charge a cancellation fee equal to 50% of the total cost of the event hire. If the cancellation is less than 30 days of the event, we do not offer a refund.

3.2 - If cancellation of individual items occurs within 3 months of event date, we reserve the right to charge a cancellation fee of 50% hire cost of the item. If cancellation of an individual item/s occurs within 30 days of an event, we do not offer a refund. No cash refunds are given to unwanted or unused items.

3.3 - Postponements will be treated as cancellations - see cancellation policy. In the event of natural disasters, pandemics or government restrictions which prevent Tipi Tent, Montville Yurts and White Elk Events from operating as normal or events taking place postponements will be treated as follows. Postponements must be in writing. Postponement of the original booking only. Postpone dates are subject to availability. No cash refunds are given. If an event is cancelled after an approved postponement, no refund is given.

4.0 - Lighting, hanging lights used under / inside the Tipi's or Yurts must be rated no more than 24 voltage. High heat lighting can burn the Tipi or Yurt skins, please check about the lights intended for use. 240volts lighting set ups on stands, ground or lighting rigs must not rest against and have distance from the outer fabrics. Any burns of any kind will be at a cost to the hirer.

5.0 - Cooking, no cooking is to be conducted inside the Tipi's or Yurts. Oily deposits and smoke stain the skins. Exceptions can be made if a fat catcher is set up over the cooking area - in the form of an absorbent tarp. Cooking can be arranged inside the Pagoda (Catering Tent).

6.0 - Heaters Gas, standing gas heaters can be used inside the Tipi's and Yurt's. They will require 2-meters clearance between the top of the heater and the top of the Tipi's and Yurt skins (roofs).

7.0 - Gas or Diesel blower heaters can be used only if there is appropriate distance around them ensuring they don't cause burns or fire. Supervision and knowledge to their correct use is imperative. They can only be used in their correct manner and no damage is caused to the Tipi's or Yurts.

8.0 Fires Open fires are not permitted within a minimum of 5m of the Tipis and Yurts as smoke and ash damages the skins / canvas. If live embers burn any part of the Tipi's or Yurt's, then you the hirer will be liable for the cost of the replacement or repair.

8.1 Fires contained, the use of hired Fireplaces inside the Tipi's can be used. These must be hired from our company in conjunction with the Tipis. Our robust fireplaces are designed for use in

different sized tipis. They provide warmth, atmosphere and a beautiful focal point. There will be a hand over process and explanation for operating of our fireplaces.

9.0 - Decoration All decorations, lights, tables, chairs, cable ties, rugs, mats, leads, equipment, anything added by you and/or your associates, to or within our structures, must be removed by the agreed pack-down time and a space of 2m cleared around each of the structures as much as is reasonably possible. Clamps are not to be used on any of the frames / structures unless with previous consultation and consent has been given. We request you do not remove the equipment or any part thereof from the position of its installation without the consent of Tipi Tent's or Montville Yurts. You will have a direct contact in the case of an emergency.

10.0 - Rain All our furniture and decor items must be moved undercover. Cushions, throw rugs, and furniture MUST NOT be left outside overnight. If the hirer agrees for the times to be collected the following day, after the party the items must be stored in a clean, dry undercover location. If for any reason items need to be restyled due to weather or other unforeseen events – we reserve the right to charge a fee for extra styling/time.

11.0 - Flooring the Hirer shall solely be responsible to ensure that the site is cleared and ready for the installation of our woven matting flooring. We reserve the right to refuse installing of flooring if the site contains pet poo or is extremely muddy.

11.1 – Site preparation Turf/grassed areas should be cut short (with the grass cuttings collected). Overhanging trees/obstacles should be pruned/cleared incl. collection of any such debris formed during this process. Measures should be taken to ensure any obvious and significant holes are filled and ground is level/flattened where the equipment will be installed.

12.0 - Underground Services It is your responsibility when contracting Tipi Tents or Montville Yurts to ensure that any underground services are avoided. There are serious risks if a metal stake is put through a gas, water or electrical cable so don't take this task lightly. That said, it isn't difficult. Your first step for households should be to call 'Dial- Before-You- Dig' on 1100 and request maps be sent to you. You could also visit [www.dialbeforeyoudig.com.au](http://www.dialbeforeyoudig.com.au) for more information about their services. Cable Locators can be used as an alternative.

13.0 - Parks & Public Spaces Australia has many outdoor venues where you can hold an event, wedding or ceremony. If you wish to hold an event in a public space, you will need a permit from Council. You can contact your local Council customer service centre. Their staff will check if the location is free and make a tentative booking for you. You should always submit your application before announcing your event.

14.0 - High Winds the Yurts have an engineer's wind speed rating to 70k/hr and should be evacuated in wind speeds exceeding 50k/h. Under extreme conditions (e.g., wind gusts over 70 km/h, gail force storms, heavy rains) we cannot guarantee that our Yurts will remain weatherproof. In the worst case (Severe gail force) the Yurts may be required to be pulled down. In the event of gail force winds and extreme unsafe wind conditions then the Yurts should be evacuated.

14.1 - High Winds the Tipis can withstand high winds to gail force. Adjustment may be required to be made depending on the Tipis configuration. Sides up, sides down , linked etc.. In the worst case (Severe gail force) the Tipi may be required to be pulled down. In the event of gail force winds and extreme unsafe wind conditions then the Tipi should be evacuated. Under no circumstances are the costs for hire refundable due to unforeseeable conditions. Tipi tents and Montville Yurts retains the

right to cancel a booking due to inclement weather when it is unsafe or unreasonable for employees to work because of severe weather conditions.

15.0 - Rain the Tipi Tents are waterproof.

16.0 - Security there needs to be a responsible person with the Tipis and Yurts for the duration of the hire period. This is often not required on a private property. On public or open land, security will need to be hired to watch over the Tipis and Yurts and any other hired items.

17.0 - Insurance we do recommend that you get event insurance from a reputable insurer. This type of insurance is to cover you for things such as third-party protection, accidental damage or loss, cancellation and damaged caused by extreme weather. If you do not get event insurance and the event is cancelled due to extreme weather, there is no refund.

18.0 - COVID-19 At Tipi Tent/ Montville Yurts/ White Elk Events we continue to maintain and clean our equipment to the highest standards. Since COVID-19 emerged, we have implemented additional cleaning procedures for our equipment including antibacterial cleans of any surfaces our customers or staff may contact e.g., chairs, tables, etc. Our staff are being regularly updated with any additional hygienic tasks suggested by the Australian and State Government. What We Ask of You: When you, the hirer, hire equipment from Tipi Tent, Montville Yurts & White Elk Events please: Ensure your items are set up to comply with social distancing requirements Record and retain contact details for guests who attend your event, records should be kept for 56 days. Follow current Movement and Gathering Directions from your states Health. It is the responsibility of the hirer to abide by current COVID-19 regulations. We take no responsibility for inappropriate behaviour or use of equipment that does not comply with the Weddings Industry COVID Safe Plan together with current Government directions.

19.0 – Damage waiver or bond, standard practices across the event industry is that the Hiring Customer will be responsible for all accidental loss and damage to the Equipment Hire. A Bond or damage waiver fee set at a percentage of your booking will be discussed if required. You will also be asked if you have insurance for the event.

19.1 – Total loss in the event of a total loss of Tipi Tent, Montville Yurts or White Elks Events equipment, Tipi Tent, Montville Yurts or White Elk Events may choose to conduct an investigation, and where necessary will involve all respective insurance companies. Liability of any loss is the hirers responsibility.

20.0 – Hiring customers commitments, by agreeing to hire from Tipi Tents, Montville Yurts or White Elk Events the hirer is giving Approval to drive/store vehicles onto the turf area as close as possible to event location. Where this is not possible, a firm, hard-standing access road adjacent to the site, free from flooding, trees and overhead obstruction suitable for commercial vehicles must be available. Where Tipis and Yurts are being provided, there is firm and level turf (or some other material not impervious to stakes and able to absorb rainwater). And that the site is large enough to hold the equipment in the formation previously agreed between the customer and Tipi Tents or Montville Yurts as described on the site plan. \*Note, Tipi Tent or Montville Yurts will advise risks of uneven ground and will suggest revised locations if available within the site. The Hiring Customer must accept that there may be uneven furnishings/equipment and accepts all liability for loss/ injury relating to decisions to install tipis/equipment in said locations. Hard-standing installs must be advised from the outset or at earliest point known. \*Note a hard-standing or other ballast system and anchorage kit may need to be added and will be managed through a Sales Invoice (Amended

Balance Due) to be paid in full. Ensure that there are toilet facilities for Tipi Tent or Montville Yurts to use during the Delivery and Collection Dates, and these are in place at the agreed times.

21.0 – Travel and delivery fees generally apply. This will be discussed and agreed in writing by both parties. The fee will depend on the distance and amount of equipment required to be transported to complete hire. Site visits can be arranged and are preferred. Site visits offer useful planning insights for your event. We'll always let you know if we think it's useful to pop out. It's not always necessary as we'll often be clued up with your event location details from prior events or the Equipment Hire is straight forward (we'll check this with you don't worry)!

22.0 – Safety is the hirers responsibility.

22.1 - No smoking inside the Tipis or Yurts. Free-range children are encouraged to enjoy all the equipment but must be supervised at all times, no climbing. Animals are not permitted inside the Tipis or Yurts or on any furnishings.

23 - Any costs for repair, replacement, cleaning will be assessed on completion of hire period.

24 – A simple Site form and structure check tick list and diagram will be required to be completed and signed by both parties to begin and close the hirers agreement. It is important that the hirer or selected person by the hirer is onsite to complete both the beginning assembled structure and hire equipment form and close inspection form.