

TERMS & CONDITIONS

1. Definitions:

Us, **'the Company'** means Gather and Gold Ltd

You, **'the Client'** is the person hiring the equipment from us, the company.

'Equipment' is the tipi (s) and any other materials specified on the quote and/ or invoice.

'Period of Hire' is the period between completing the set-up (rig) of the Equipment and beginning of dismantling (de-rig).

2. Conditions:

Unless stated in writing all orders are accepted subject to the terms and conditions of hiring stated below and you, the Client by having paid a non-refundable deposit and by authorising or allowing work to proceed is deemed to have acknowledged this.

3. Gather & Gold Ltd undertakes:

- 3.1. To liaise with you to work out what tipi set up suits your needs, bring it to your designated site at the agreed date and time, and construct it in situ.
- 3.2. To return to site, dismantle the tipi, and remove all of our equipment at agreed time.
- 3.3. Note – the event date will be clearly shown on your quote and invoice, any change to the dates must be agreed in writing by the client and the company.

4. The client undertakes:

- 4.1. To pay the non-refundable deposit and to pay the balance in accordance with the invoice. We reserve the right not to provide the equipment should payment not be received.
- 4.2. To provide us with a detailed site plan and access map in the early consultation stage. This will enable us to provide you with a quote that accurately estimates the travel and construction labour time required. The site plan needs to show where any underground services are in the vicinity of the tipi site. That way we can be sure we won't cause any damage to pipes or electrical cables when banging pegs in and the like.
- 4.3. To procure any permits, consents, and access agreements of any kind whatsoever that may be required by the relevant authorities or land owners. You, the Client, indemnify us, the Company, from and against any claim or penalty whatsoever that becomes payable because the required permits, consents, or access agreements were not procured by you.
- 4.4. If any part of the hire includes electrical apparatus (e.g. lighting or heater), to provide such power points or supply as may be reasonably required by the Company within 20 meters of the Equipment.

- 4.5. Not to tamper with the construction of the tipi once we have constructed it.
- 4.6. Not to attach or hang anything on the inside or outside of the tipi unless previously agreed with us.
- 4.7. Not to place anything in or near to the tipi structure that could cause it to catch fire such as candles, gas or electric heaters, open fires, cooking equipment and the like unless previously agreed.
- 4.8. If we agree to any of the above you must follow our instructions in respect of safe operating procedures exactly. Any damage caused to our equipment due to a failure to follow our instructions is your responsibility to clean, repair, and / or replace as per **clause 7** below.

5. Payment

- 5.1. Indicative prices for different size tipi layouts may appear on our website and/or other collateral, however the price ultimately due for your tipi hire will be that appearing on our quote prepared in consultation and agreement with you.
- 5.2. The invoice will also provide for payment of a non-refundable deposit. The non-refundable deposit is part of the total cost of the hire and is due to be paid on the date provided on the invoice to confirm the booking. In some circumstances, such as a shorter notice cancellation, we will keep the deposit. See more about cancellation below.
- 5.3. The quoted price is calculated on a good quality access road, which we can get our vehicles up, and an accessible, flat, unobstructed tipi site (as indicated by the site plan provided by you) with ground that's not too hard, and not too soft. If any of those factors change or aren't quite what we thought they would be based on your site plan and description, we reserve the right to increase our fees to cover our extra costs. This will be calculated on an hourly labour rate and any extra equipment hire.
- 5.4. The time for payment is an essential term of the contract and is that explained in this document and as part of the agreement with you.
- 5.5. If you don't pay our bill by the pay by date, we will charge you interest at a rate of **22% per annum** on the outstanding amount plus any and all costs incurred in collecting full payment from you.
- 5.6. All prices are exclusive of GST, and GST will be added to the total amount quoted, unless otherwise stated.

6. Tipi construction / deconstruction

- 6.1. Prior to construction of the tipi beginning you need to be on site, or have someone there on your behalf to liaise with our team. That person can make sure we put the tipi in the right spot pointing the right way etc. Once those matters have been determined, you then need to leave the direct rigging area for the period of construction. You can stay on the site if you undergo a health and safety induction process.
- 6.2. Upon completion of construction you can re-enter the site to do a 'hand over' with our representative. Any issues or pre-existing damage you note at that time is to be recorded on the form provided.

- 6.3. We are not responsible for reinstating or making good the ground under the tipi following deconstruction. Re-growing grass, filling in holes etc. is your responsibility.

7. Loss or damage or excessive soiling

Once the tipi is erected and handed over is your, the Clients' responsibility to take care of it.

- 7.1. If, during the Hire period, our equipment is soiled, damaged or destroyed by any means whatsoever, including but not limited to fire soiling or damage, it is your responsibility to pay for the cost of cleaning, repair, and / or replacement at current market price so that the equipment is restored to the condition it was in at the commencement of the Hire period.
- 7.2. We reserve the right to on-charge to you any insurance fees we may incur arising out of your hire of our equipment.
- 7.3. You, the Client are responsible for the actions of your guests and any other persons using or in the vicinity of our equipment during the Hire period. Any of their actions will be attributed to you in terms of any loss or damage caused to our equipment.
- 7.4. The Client must be satisfied with the Equipment before use upon site handover and should notify the Company of any miscount, incorrect deliveries or unacceptable Equipment before use.

8. Variation to equipment

- 8.1. We will endeavor to make sure you have the tipi and equipment that you selected however in some circumstances this may not be possible. If that is the case we will let you know as soon as possible and tell you about our proposed alternative. If the alternative is so different as to constitute a fundamental change in our agreement, you can cancel our agreement and we will refund your deposit in full.

9. Cancellation

- 9.1. You can cancel your hire agreement with us and get a full refund, minus the non-refundable deposit payment, if you let us know in writing at least 6 months prior to the agreed construction date.
- 9.2. If you need to cancel within the 6 months prior to the construction date time frame please contact us immediately to let us know. The starting point is you will still have to pay the full price for the hire. We will try to hire out that same equipment for the cancelled period. If we are able to do that, we will reduce the amount you owe relative to what we can get for the hire of the equipment to someone else.

For example:

Your hire bill is \$4000.00. If we can hire the equipment to someone else at \$4000.00 - you don't owe us anything except an administration fee of \$500.00. If we can hire the equipment to someone else at \$3,000.00 – you owe us the difference of \$1,000.00 – being our loss caused by your cancellation,

plus an administration fee of \$500.00. If we cannot hire the equipment to someone else you owe us the whole hire fee, subject to our discretion. This is due to bookings being made so far in advance.

10. Insurance and disclaimer of liability

- 10.1. For the periods that our tipis are constructed on your designated site we make sure they are insured.
 - 10.1.1. If our insurance is voided because of any action or inaction by you or anyone else that causes damage or loss to the tipi or any of our other equipment then the cost of repair or replacement for all or any of those items is to be paid by you and you indemnify us from or against any such losses or damage.
 - 10.1.2. If our insurance does pay, you agree to pay the excess, and a one off fee of **\$500.00** to cover our administration costs.
- 10.2. We are not responsible for, and you indemnify us against, any damage, destruction or loss to your property or to the property of any other third party caused by the operation or failure of our equipment, unless that damage, destruction or loss is caused by our negligence.
- 10.3. We are not responsible for, and you indemnify us against, any personal injury caused to any person in any way whatsoever by the tipi or our other equipment.
- 10.4. You waive any right to rescind or cancel the contract or to sue us for damages or to claim restitution arising out of any misrepresentation. You acknowledge that you have not relied on our judgment, skill, or expertise in deciding whether to enter into a hire agreement or deciding which equipment is appropriate for your event.
- 10.5. We are not responsible any damage, repair or replacement costs, or consequential loss caused in construction or deconstruction of the tipi.
- 10.6. We will make every effort to complete the construction of tipis and equipment on or before the date shown on your quote or invoice provided that you have complied with the undertakings above. If the equipment is not erected on or before the set-up date shown on the quote or invoice you shall have the right to withdraw and we will return all monies paid. If equipment is not erected because of delays due to weather, natural disasters' or other circumstances beyond our reasonable control we shall not be liable to pay any further compensations to you the hirer or client.

Note: We, Gather & Gold Ltd reserve the right to update and change the Terms and conditions without notice.