

## **Terms & Conditions 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 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. 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 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 20% of the current replacement cost of the Equipment as reasonably determined by the Owner using suppliers list 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 14 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 deposit

**ACCOUNT**

Montville Yurts

BSB: **304-123**

Account Number: **0626040**

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### **Cancellation Policy**

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

Cancellations must be in writing

If the cancellation occurs more than 3 months of the event, we will charge a cancellation fee of 20% 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.

If the cancellation is less than 30 days of the event, we do not offer a refund

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.

### **Postponements**

Postponements will be treated as cancellations - see cancellation policy. In the event of natural disasters, pandemics or government restrictions which prevent 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 canceled after an approved postponement, no refund is given.

### **Lighting**

All lights used under the yurts must be rated no more than 24 voltage. High heat lighting can burn the yurt skins, please check about the lights intended for use.

### **Cooking**

No cooking is to be conducted in the 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.

### **Heaters**

Gas heaters can be used inside the yurt as long as a 2 metre clearance is provided between the top of the heater and the yurt skins (roofs).

### **Fires**

Open fires are not permitted within a minimum of 5m of the yurts as smoke and ash damages the white roof skins. If live embers burn any part of the yurt then you will be liable for the cost of replacement or repair.

### **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 the bamboo 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 Montville Yurts.

### **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 items 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.

## **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.

## **Underground Services**

It is your responsibility when contracting 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.

## **Parks & Public Spaces**

South East Queensland 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 and 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.

## **High Winds**

The yurts have an engineers 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 weather proof. Under no circumstances are the costs for hire refundable due to unforeseeable conditions. 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.

## **COVID-19**

At 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 Queensland Government. What We Ask of You:

When you, the hirer, hire equipment from 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 Queensland 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.**