

## **Luxe Tent Boutique Glamping Events Terms & Conditions**

### **DEFINITIONS**

- (a) The "**Owner**", "**Luxe Tent**" and is Luxe Tent Boutique Glamping Events
- (b) The "**Site**" refers to [www.luxetent.co.nz](http://www.luxetent.co.nz)
- (c) The "**Hirer**", the "**Client**" and the "**User**" refers to the individual/s, firm, or corporation hiring equipment or appoints services from the 'Owner'.
- (d) The "**Equipment**" means all tents, furniture, homewares, lighting, products, event hire products, equipment and accessories supplied to the 'Hirer'.
- (e) The "**Event Date**" and the "**Booking Date**" is the day of the booking, party, wedding or event supplied by the 'Client' to the 'Owner'.

### **INTRODUCTION**

1. This Agreement contains the complete terms and conditions of use that apply to you in joining, hiring and all other activities and communications you will make with the Owner. You agree to be bound by its terms and conditions of use and shall comply thereof.
2. Amendments to this agreement can be made and effected by **Luxe Tent** "Boutique Glamping Events" from time to time without specific notice to you. The Agreement posted on the Site reflects the latest agreement and you should carefully review before you hire from **Luxe Tent** "Boutique Glamping Events".

### **THE HIRER**

3. The Hirer will hire the Equipment at its own risk, and bear responsibility for the Equipment hired from the time it is set up by the owner, until collection. In accepting the Equipment, the Hirer acknowledges that it has duly examined the Equipment and has satisfied itself as required. Should the Hirer alter any installation or delivery requirements during, or after installation or delivery, the Hirer is liable for all extra costs of the Owner's employees;
4. The Hirer will:
  - (a) To enter and except into this Agreement the Client must be of the legal age of eighteen (18) years or over. **Luxe Tent** "Boutique Glamping Events" reserves

the right to request formal identification to confirm the age of the Client and/or hirer; if the hirer refuses, or if

**Luxe Tent** "Boutique Glamping Events" is not satisfied with the evidence/references supplied by the hirer then **Luxe Tent** "Boutique Glamping Events" may cancel any booking and provide a refund. The hirer must supervise and take responsibility for any children, at all times, while using and around the Equipment;

- (b) not remove the Equipment from the location designated on the invoice without the Owner's written permission;
- (c) comply with any written or verbal instructions given to the Hirer or accompanying the Equipment;
- (d) hire the Equipment at its own risk, and take responsibility for the Equipment hired from the time of its delivery & set up into the possession of the Hirer until collection.
- (e) not sub-hire any equipment.

Luxe Tent may refuse admission to persons who:

- (a) causes damage, disruption or nuisance, or who are intoxicated.

Absolutely No smoking, cigarettes, Drugs or cigars no lighting of matches, flames of any kind or use wax candles with live flames inside tent or within the Accommodation complex is permitted.

No High heel/stilettos inside the tent.

The Client will:

- (a) not sell, or permit to be sold, Goods (or any other products and services) from the Accommodation Complex
- (b) be responsible for obtaining the necessary sites, permits and policies and pay such fees as may be required to use the Equipment;
- (c) assume the risk of and indemnify and hold the Owner harmless from and against any and all property damage and personal injury resulting from:
  - (d) the use of the Equipment;
  - (e) contact with underground cables, pipes, services or other obstructions

5. Rubbish, Small bin is provided in tent but all bottles, cans must be removed.

### **PAYMENT and CHARGES / CANCELLATIONS**

6. The Owner has the sole discretion to provide the terms of payment. The Hirer will make full payment through the Owner indicating preferred Event date prior to confirmation and acceptance of a 50% deposit must first be received by the Owner prior to confirmation and acceptance of Booking date. By paying in full or a paying a deposit you are agreeing to **Luxe Tent** "Boutique Glamping Events" Terms and Conditions. payment shall be made by online banking or cash in New Zealand (NZD) Dollars.

7. Date Availability, please email Us for your event date. We will check availability and hold your Event Date for a period of 24 hours only.

8. Balance Invoices are due no later than 7 days prior to the Event Date.

9. If the Hirer does not make payment by the due date/s the Owner has the right to cancel booking, without refund, and hire any equipment to another client.

10. The Owner has all the discretion to cancel or deny bookings.

11 You agree that all charges for hire loss, damage and repair will be paid and that all collection fees, legal fees or any expenses involved in the collection of these charges will be borne by the Hirer.

### **DAMAGE WAIVER**

12. We understand that accidents happen. The Owner does not require costs associated with normal wear and tear to the Equipment and any accidental damage to a particular item of Equipment,

13 Neither party shall be liable for any default due to any act of God, war, terrorism, fire, flood, storm or other event beyond the reasonable control of either party.

This waiver does not apply to any other damage to Equipment including;

(a) Damage resulting from overloading, exceeding rated capacity, misuse, abuse of Equipment.

(b) Damage due to mysterious disappearance of the Equipment.

(c) Damage to, or loss of, the Equipment from any unknown cause.

(d) Glassware breakage of up to 2 glasses.

(e) Any non-removable stains on items will be charged for the cost of replacement.

Loss of Bond + Additional fees may apply

## **CANCELLATION**

14. Here at Luxe Tent we require a non-refundable 50% deposit upon booking to confirm your stay and remainder is due no later than 7 days before your glamping date.

(a) Cancellation or date changes within 7 days of your arrival date will result in 100% of the total cost of your stay being charged.

(b) Date changes made more than 21 days prior to your original arrival date are allowed without penalty.

(c) If severe weather is forecast, we will call you as soon as possible prior to your scheduled arrival date to advise you and cancel your booking. You can choose whether to reschedule to a later date subject to availability or receive a full refund.

We also take a \$100 bond which you will get back when we pick up the tent and the gear is in its original condition.

***Covid 19 - Deposits will be refunded if cancellations are due to Covid 19 restrictions***

**15 LIABILITY and INDEMNITY.** The Hirer is responsible for the Equipment from the time of delivery or Hirer pick-up until collection by the Owner and shall pay for all Equipment damage or loss however caused during that period. The Hirer shall protect the Equipment from the elements from the time of delivery, use, storage or waiting period before collection. The Hirer shall maintain at its expense liability, property and casualty insurance coverage of an amount necessary to fully protect the Owner and its Equipment against all claims, loss or damage of whatever nature or type. The Owner shall not be liable for any loss or damage

caused to any person, property, animal or things whatsoever arising from the use of the Equipment hereby hired and the Hirer indemnifies the Owner in respect to any claims for such loss or damage.

16. The Owner's count and/or decision as to condition of the Equipment prior to dispatch and on return shall be final.

17. The Hirer grants the Owner access at all times to inspect or repair the Equipment and in the case of default to remove the Equipment. The Hirer shall on no account attempt to repair the Equipment but notify the Owner immediately in case of breakdown or failure.

18. The Hirer agrees not to use the Equipment at locations or purposes different to the Equipment's general designated purpose and specified suitability, such as indoor vs. outdoor use. The Hirer acknowledges responsibility for the Equipment and is liable for any damage.

19. Where the Hirer is more than one person liability shall be joint and several.

20. The Owner reserves the right to take photos at event locations utilising the Owner's equipment. Photos are taken with a focus on the Equipment and are selected with due care to exclude recognisable private property and persons. Photos may be used in publications or other media produced, used, or contracted by the Owner.

#### **DELIVERY and COLLECTION**

21. The Owner offers both delivery and collection of hired goods.

22. Delivery charges quoted are based on a non-specific time between 8:00am – 5:00pm. A surcharge or after hours charge may apply for specific delivery times.

23. The Hirer is responsible for having someone available to accept the delivery and upon collection.

#### **DISCLAIMER**

24. The Owner shall in no way be held responsible or accountable for any injury, death or loss of income caused to the Hirer, Client, any third parties or properties due to the hire of Equipment or provided services by the Owner.

**ACCEPTANCE OF THESE TERMS**

25. I .....Accept **Luxe Tent** "Boutique Glamping Events"  
Terms & Conditions.                      Date:.....