



TERMS & CONDITIONS

Copyright 2021 The Giant Tipi Company Terms & Conditions “Company” means The Giant Tipi Company; tipi hire company “Delivery Date”, “Deposit”, “Equipment”, “Client”, “Price”, “Site” and “Use Period” shall have the meanings as set out in the Quotation. “Period of Hire” means the period from the Delivery Date until the Equipment has been dismantled and removed from the Site.

“Quotation” means the quotation sent by the Company to the Client. These conditions shall apply to all orders and contracts for the supply of Equipment in Australia by the Company or its authorised agents and if there any qualifications or variations to these conditions it is important for the avoidance of doubt that such variations should be in writing.

All orders for goods shall be deemed to be an offer by the Client to hire goods in accordance with these conditions and the Quotation.

The Company Undertakes

1. to deliver the Equipment on the Delivery Date and to proceed to erect it for the use on or before the commencement of the Use Period except that if the Company’s obligation is limited to deliver only.
2. to dismantle and remove the Equipment from the Site as soon as reasonably practicable after the Use Period.

The Client Undertakes

1. to pay the Deposit and to pay the balance in accordance with the Quotation.
2. to provide the Company a reasonable period of time before the Delivery Date with an accurate plan of the Site showing all relevant services and any apparent obstacles which may affect the erection of the Equipment and the position on the Site in which the Equipment is to be erected and to advise the Company of any alterations in the Site of which it is aware that may take place after the date that the plan was provided.
3. to give notice to or obtain any necessary permits from local authorities and / or the Site owners prior to erection.
4. not to enter the Equipment while it is being erected by the Company.
5. to keep any part of the Equipment that is a framed structure or a tent completely closed and secure and in particular any door in place and fastened when not in use.
6. The Client shall be responsible for and indemnify the Company against any loss or damage to all hired equipment whatsoever the cause.
7. not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the previous consent in writing of the Company.

8. not to tamper with the structure or any part of the Equipment and in particular not to affix or suspend from the Equipment any item whatsoever without the Company's prior written consent and where feasible the Company providing guidance on safe methods to do so.

Variations

1. The Company will use its best endeavours to supply the Client with the Equipment ordered but where this is not possible the Company will notify the Client as soon as possible of any alterations to the design and specifications of the Equipment and where the alteration is fundamental the Client may terminate this Contract and any Deposit paid will be refunded.

2. The price is based on the assumption that the Client provides a firm and level site of turf (or some other material not impervious to stakes and able to absorb rainwater) and is served by a firm access road adjacent to the Site with adequate hard-standing for commercial vehicles. The Site should also be free from flooding, trees and overhead obstructions. If this is not case or if the Client wishes the Company to erect the Equipment in a different position on the Site to the one indicated by the Client to the Company at the time of the Quotation there may be appropriate cost increases (relative to the Company's published price list) owing to per hourly increased labour.

Understandings

1. The Price does not include making good any repairs to the Site unless caused by the negligence of the Company's servants, agents or contractors.

Cancellation

1. Either party shall have the right to terminate this Contract without penalty within 7 days from the date hereof this Contract of Agreement and subject to written confirmation of such termination being given by one party to the other within such period. In the event of such termination by either party the Company shall refund to the Client all sums paid by the Client to the Company by way of deposit or otherwise.

2. Once the period of 7 days referred to in the preceding clause has passed, should either party cancel the Contract prior to the Period of Hire, there will a 100% compensation fee of the total agreed price.

Exclusion of Liability

1. The Company will make every effort to complete the erection of the Equipment on or before the commencement of the Use Period, provided that the Client has complied with the undertakings set out above. If the Equipment is not erected before the commencement of the Use Period the Client shall have the right to withdraw and the Company shall return all monies paid. If the Equipment is not erected because of delays due to weather or other circumstances beyond it's reasonable control the Company shall not be liable to pay further compensation to the Client.

2. The Company will take all reasonable care to avoid any damage to the Client's own equipment but cannot be responsible for any loss suffered by the Client in respect thereof other than as a result of the negligence of the Company's servants, agents or contractors.