

# YOU GATHER

## You Gather Events Limited Terms & Conditions

*These Terms and Conditions apply to all quotes and invoices issued by us after 1 January 2022 until further notice. We reserve the right to change these Terms and Conditions at any time, with such changes becoming effective from the date of uploading onto our website ([www.yougather.co.nz](http://www.yougather.co.nz)) or upon notification in writing to the relevant Hirer.*

Thank you for choosing You Gather to play a role in your event. Please read through our hire agreement and then you can accept our terms and conditions online at ([www.yougather.co.nz/yg-termsandconditions](http://www.yougather.co.nz/yg-termsandconditions)) **in order to reserve you booking.**

Your Hire Agreement with **YOU GATHER EVENTS LIMITED**, trading as **YOU GATHER and GATHER EVENT GROUP**.

### **YOUR RESPONSIBILITY AS THE CLIENT**

1. Satisfy itself at commencement that the Goods are suitable for its purposes. Any defect will be noted and signed before You Gather good are left at premises.

2. Not to fix any of the Goods in such a manner as to make it legally a fixture forming part of any freehold.

3. Only use the Goods in suitable weather conditions, where there are no heavy winds or weather warnings. You Gather reserve the right to cancel an order in extreme weather conditions where it is deemed unsafe.

4. Be fully responsible for ensuring that the ground on which the Good will be assembled is level, dry, clear of sharp or damaging objects, will not cause any damage to the Goods, and is not prone to flooding.

5. Ensure that the Goods are a safe distance from other obstructions such as trees, which may damage the Goods or the waterproofing of the Goods by contact and/or rubbing.

6. Use of Goods properly, safely, and as intended, including using all guy ropes, poles, zips and any other safety structures.

7. Maintain and return the Goods dry, clean and in the same state as when received by the Client.

**In the event the Goods are lost, not returned, damaged, or unclean in any way, then cleaning, repair and/or replacement charges may apply in the amount that You Gather reasonably determines. These are to be paid immediately when invoiced.**

8 Ensure the Goods remains free from unauthorised access, use or other interference by any third party or otherwise.

9. Ensure that the Goods will only be used by the number of occupants/users disclosed in email correspondence and accepted by You Gather.

10. Not alter or make any additions to the Good including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number

on or in the Goods or in any other manner interfere with the Goods.

11. Not exceed the recommended or legal load and capacity limited of the Goods.

12. Not use or carry illegal, prohibited or dangerous substance in or on the Goods.

13. Not use naked flames, gas fires, gas appliances, heaters or other hot things in or around the Goods unless discussed prior. Candles may be used on hire goods with protection from Wax, if gets on the hire goods it must be cleaned off before pick up.

14. Not use fireworks or other pyrotechnics inside or around the Goods under any circumstances.

15. Agree that, if necessary, to clean any Goods, or soft materials belonging to You Gather only with a soft damp cloth. The Client further agrees to never use soap, detergents, chemicals, abrasives or rough brushes or fabrics to clean the Goods, as these will damage the waterproof coating.

16. Notify You Gather immediately by telephone of the full circumstances of any accident or incident. The Client is not absolved from the requirements to safeguard the Goods by giving such notification.

17. You Gather take no responsibility or liability for any accident, incident or damage of persons property while furniture in use by client and outside of the You Gather premises. We cover no liability by insurance while marquee or furniture is outside You Gather premises and no in possession by You Gather.

**That is the responsibility and liability of the client and all necessary insurances should be taken out by the hiree.**

**Immediately on request by You Gather the Client will pay:**

1. The new list price of any Goods that is for whatever reason destroyed, written off or not returned to You Gather.

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2. All costs incurred in cleaning the Goods.
3. All costs of repairing any damage caused by the ordinary use of the Goods up to an amount equal to ten per cent (10%) of the new list price of the Goods.
4. The cost of repairing any damage to the Goods caused by the negligence of the Client or the Client's agent.
5. The cost of repairing any damage to the Goods caused by vandalism, or (in You Gather's reasonable opinion) in any way whatsoever other than by the ordinary use of the Goods by the Client.
6. Any lost hire fees You Gather would have otherwise been entitled to for the Goods, under this Agreement, or any other hire agreement.

## General

All hire goods supplied remains the property of You Gather. Hire is valid for 3 days unless otherwise arranged. The hire goods are to be used for 1 day with the remaining hire length of 2 days to allow set up and pack down. You Gather reserves the right to set up and pack down at a time that suits their scheduling which may not be the day prior/post as stated above.

## Our Fees

The scope of the work that You Gather ('we' or 'us') are to perform for you is detailed in our quotes.

Quotes are fee estimates only and are subject to change. The actual costs may differ from the estimate depending upon the circumstances and the amount of work actually undertaken as directed by you. If it becomes apparent during the course of the matter that an estimate needs to be revisited, we will amend it. Your quote includes an estimated delivery and collection fee, this may be altered within 20% of the original delivery cost.

We do not take responsibility for other supplier providers insurance and liabilities.

We will require payment of a 25% non-refundable deposit for all marquee/hire goods ordered before we commence any services. If our engagement is subsequently terminated by you or us, all monies paid or payable by you by way of deposit shall be forfeited to us absolutely. By directing us to commence work, you agree to pay our fees and any disbursements, plus GST (if applicable), on or before the date provided in our invoices for payment or otherwise as provided in our fee estimates provided to you or as otherwise agreed with you. **All deposits are final and non-refundable.**

## Termination

We may terminate our engagement if you breach the terms of the engagement, such as by not paying our accounts or for any other good cause. If this happens, you will be responsible for our fees and disbursement.

If the event is cancelled within 30 days of the event no refund will be given as the full payments to us has been processed. You will also be liable for any fees and charges that may be a result of cancellation.

## Cancellation Policy

The client can cancel their order at any time but deposits will not be refunded. If the entire invoice is cancelled less than 60 days before the event 100% of the invoice will still be required to be paid. Not paying, will result in legal action taken by You Gather to obtain the monies.

If your event is cancelled for any reason, and your invoice has been paid in full it is final and non-refundable. You Gather reserves the absolute right to cancel, terminate, or determine this agreement.

## Failure to Pay

If you fail to pay to us any amount when due, we may in our discretion suspend or withhold access to any services or other articles provided or supplied by us or the performance of our services until such failure is remedied.

## Force Majeure

If we are unable to undertake any services due to any matter outside of our control, we may terminate the engagement in whole or part by notice to you and will not be liability to you for any loss, damage or expense suffered or incurred by you or any other person in connection with same.

It is the responsibility of the client to notify You Gather of any changes that have occurred or may affect the planning and run of the event. You Gather will use professional judgment when taking action in regard to changes, weather, tardiness etc. based on the situation, time limitations and/or the client's wishes.

We do not take responsibility for the function space and its conditions during the event period. It is acknowledged that the client who made the booking with the venue is responsible for the conditions of the venue to be appropriate for the brief of the event. We cannot take responsibility for inclement weather if the event is held outside or without cover. We do not take responsibility for power failures and mechanical issues of the venue.

## Insurances

You agree to take out all prudent insurances for any event to apply such insurances towards reinstatement in the event of any claim and to indemnify us in connection with

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any loss, damage or expense suffered by us in connection with such event. You Gather accept no liability for any personal injury suffered or for loss and damage of any property belonging to any clients, their contractors, invitees or visitors to the event. The client also agrees to indemnify You Gather in respect of any liability for any personal injury suffered by, or for loss or damage of property belonging to any third party arising out of the hire and occupation of the venue and from any activity on the premises over which You Gather have no control or direction. This is the responsibility and liability of the client and all necessary insurances should be taken out by the client. It is advisable to have Public Liability Insurance in place in this regard.

## **Liability**

You Gather shall not be responsible for any breach of this Agreement due to any matter or thing beyond its control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, industrial action, war, riot or civil commotion, intervention of public authority or accident). You Gather Events Limited will not be liable for any delays to delivery of Goods or Services caused by circumstances outside of their control. You Gather Events Limited will make their best efforts to supply the Client with the goods as ordered, however, if for whatever reason an item has become unavailable, You Gather reserves the right to provide the Client with a similar or like product at no extra cost.

Should You Gather be delayed in or prevented from making delivery owing to any cause whatsoever beyond their control, then You Gather shall be at liberty to cancel or suspend the order without incurring liability for any loss or damage resulting therefrom.

You Gather shall not be responsible for any breach of this Agreement due to any matter or thing beyond its control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, industrial action, war, riot or civil commotion, intervention of public authority or accident).

## **No Warranty**

Subject to any warranties implied by law which are incapable of limitation or exclusion, any goods or services provided by us are provided without any warranty. You rely on your own skill and judgment in selecting us to provide the goods and/or services and assume the entire risk as to the results generated from the provision of the same. You Gather shall not be liable to you or any other person for any direct, indirect, consequential, special or exemplary loss or damage or costs, fees or expenses suffered or incurred by you or any other persons such as, but not limited to, loss of revenue, anticipated profits, lost business or any other economic loss arising out of or in connection with this engagement and the provision of the goods and/or services, whether by reason of any

negligence, error or deficiency on the part of us or our employees, agents or contractors or otherwise.

## **Photography**

We understand that imagery can be personal and we are very happy to discuss with you which shots of you and your guests you are comfortable with us using, however appreciate access to our product images which showcase our work.

## **Marquee**

All personal items and other vendors equipment must be removed from the Marquee before the prior agreed time that You Gather returns to begin the pack down on the day following the event (unless prior arrangement has been made). You Gather will not be liable for any delays to delivery of Goods or Services caused by circumstances outside of their control. You Gather will make their best efforts to supply the Client with the Goods as ordered, however, if for whatever reason an item has become unavailable, You Gather reserves the right to provide the Client with a similar or like product at no extra cost.

All quotes are subject to site inspection. We may request a site plan to check for underground services of drainage and electrical. You Gather require marquees to be installed on flat, grass areas and that our vehicles have access to the site. Weights will be required if the marquee cannot be pegged down, therefore, unless specified, the weights are not included in this quote. Quotes are subject to availability. Supply of equipment is based on normal hire conditions, no restrictions to on-site access of build time have been allowed for unless otherwise stated.

## **ASSEMBLY AND/OR DISASSEMBLY YOU GATHER EVENT LIMITED**

These terms and conditions shall be applicable where You Gather assembles and/or disassembles the Goods:

### **The Client will be responsible for:**

1. Ensuring that there is adequate access, time and space for set-up, delivery, pack- up, pick-up and that the designated area is safe and free of obstructions or hazards; and that ground is flat and level when a marquee is being used.
2. Ensuring that the appropriate permissions to use the site, and install and remove the Goods, are granted, and informing any site owner or council of the potential property disturbance which may arise from the Goods or the setup thereof;
3. Locating, marking and protecting any underground utilities, other surfaces and objects. You Gather will under no circumstances be held liable for damage to items left in, or around, the Goods.

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- In the event of any delays due to free access being unavailable, the Client shall reimburse You Gather for all associated costs (including, but not limited to, lost hire fees and labour costs, which will be charged at reasonable, or at You Gather's prevailing, rates.
- The risk of security and all weather related risk remains with the Client until the Goods are actually disassembled by You Gather.

**The New Zealand Building Code (NZBC) requires each marquee, or each group of marquees, to obtain a building consent for the relevant local authority, if it is over 100m<sup>2</sup> (10m x 15m and larger) in size on public or private property.**

It is the responsibility of the land owner to obtain building consents and to ensure that the marquee complies with all temporary building and fire safety requirements under the NZBC. If the land owner is not the hirer of our equipment, then it is the hirer's responsibility to obtain consent. If requested You Gather will arrange for this consents on your behalf – please consult us for consent fees. You Gather strongly recommends you understand and comply with all required laws and regulations relating to marquees, fire safety and functions and events. When hiring our equipment you will be deemed to have complied with such rules and regulations, even if we erect marquee(s) or other equipment on your behalf.

The "person in charge" (or the equipment hirer) of a function or event is responsible for ensuring the marquee remains code-compliant at all times. This includes ensuring all required safety equipment is present and that exit routes from the marquee are not obstructed.

**If your event is cancelled for any reason, and your invoice has been paid in full, it is final and non-refundable. You Gather reserves the absolute right to:**

1. Cancel, terminate, or determine this Agreement;
2. Immediately repossess the Goods; at any time before or during the Contract Term, without reason, without prior notice, without payment of compensation and without prejudice to any other rights which You Gather may have against the Client. You Gather or its agents may enter any property, premises or vehicle where the Goods may be kept, for this purpose.

**You Gather shall be entitled to cancel the Agreement if:**

1. You Gather reasonably believes that a third party may attempt to take possession of the Goods;
2. The Goods are at risk.

## TITLE

The Goods is and will at all times remain the absolute property of You Gather, however the Client accepts full responsibility for:

1. The safekeeping of the Goods and indemnifies You Gather for all loss, theft, or damage to the Goods howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Client; and
2. Shall keep You Gather indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the Goods during the Contract Term and whether or not arising from any negligence, failure or omission of the Client or any other persons.

Furthermore, the Client will insure, or self-insure, You Gather interest in the Goods against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Goods. Further the Client will not use the Goods nor permit it to be used in such a manner as would permit an insurer to decline any claim.

If the Client fails to return the Goods to You Gather then You Gather may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Goods is situated and take possession of the Goods, without being responsible for any damage thereby caused.

The Client is not authorised to pledge You Gather's credit for repairs to the Goods or to create a lien over the Goods in respect of any repairs.

Personal Property Securities Act 1999 ("PPSA")

8.1 To the extent that this Agreement does not exceed a twelve (12) month Contract Term, the Client acknowledges that nothing in this Agreement creates or provides for a security interest.