

TERMS & CONDITIONS

Key points

- **Need to present their credit card and driver's license for 1000 Stars to copy.**
- **Bulbs must be returned in packing they are in, if not this occurs an extra fee \$2 per box**
- **Festoons cannot be strung more than 10metre from each hanging point, and hung loosely. We do not take any responsibility for festoons falling down if not hung correctly**
- **Festoons need to be hung, 100m per transformer**
- **\$100 bond is taken from the credit card, which will be return upon the owner tasting lighting to their satisfaction.**

1. 1. INSPECTION

The Hirer has inspected the equipment prior to taking possession of the equipment and:

Is satisfied that the equipment is clean, in good repair and in safe working order;

Is aware of the proper use for which the equipment is designed and is satisfied that it is suitable for the purpose required;

Is satisfied with the instructions given in the proper and safe manner of using the equipment and is familiar with its proper and safe use.

1. 2. USE OF EQUIPMENT

The Hirer agrees that the equipment is to be used:-

In a skilful and proper manner;

For the purpose and within the capacity for which it was designed;

With only the light bulbs supplied.

For legal purposes or in a legal manner and the Hirer will comply at its own expense with requirements of all Government Authorities in relation to the equipment;

By the Hirer or suitably competent employee or, with the approval of the owner by a suitably competent, certified or licensed operator at the address specified by the Hirer.

1. 3. PERIOD OF HIRE

The period of Hire shall commence from 6 days after date of initial hire

The commencement date and time as shown overleaf; or

The time when the equipment is delivered to the Hirer at the address contained overleaf whichever is the earlier; and shall terminate

At the time when the equipment is returned to the Owner; or

It is the hirers responsibility to ensure the item is returned in a timely matter.

1. 4. **RETURN OF EQUIPMENT AND TERMINATION**

The Hirer agrees to return this equipment to the Owner during regular business hours. The Owner may terminate this agreement at its sole discretion

1. 5. **HIRING CHARGES**

The Hirer will pay the hire charges at the rate and in the manner specified during the hire period, The Hirer schedule of rates may be subject to alteration by mutual agreement between the Hirer and Owner if the agreed period of hire is altered in any way by the Hirer

1. 6. **LATE RETURN**

If the equipment is not returned at the end of the hire period, the Hirer will be charged an additional rate for extra time or part thereof. It will incur a weeks charges, if keep over an additional the weekend period.

1. 7. **DELIVERY, AND COLLECTION**

If the Hirer requests the Owner to deliver or collect the equipment, the Hirer agrees to pay to the Owner all of the Owners reasonable expenses occurred in complying with this request in addition to the hire charges.

1. 8. **LOADING AND UNLOADING EQUIPMENT**

The Hirer is responsible for loading and unloading equipment. If an employee of the Owner assists in the loading or unloading of the equipment the Hirer agrees to indemnify the Owner for any property damage or personal injuries in relation to this assistance whether or not due to negligence.

1. 9. **EQUIPMENT MAINTENANCE**

The Hirer agrees to:-

Keep and maintain the equipment in a clean condition and good repair and working order;

Place bulbs back in their packets.

Service the equipment in a skilful and proper manner and to supply all necessary equipment for operation of the equipment at its own expense.

Supply all necessary power for the operation of the equipment at its own expense.

Repair or replace damaged equipment.

Give the Owner access to the equipment for inspection at any reasonable time without the Owner giving prior notice.

1. 10 EQUIPMENT FAILURE

If the equipment becomes unsafe or in a state of disrepair, the Hirer agrees to immediately discontinue use of equipment and to notify the Owner immediately. The Hirer will on no account attempt to repair the equipment without the consent of the Owner and will immediately return the equipment to the Owner's premises if required to do so by the Owner. If the failure is caused by reasonable wear and tear and for no other reason including the Hirer's negligence or misuse, the Owner agrees, in its discretion to:-

Repair the equipment within a reasonable time;

Make similar equipment available; or

Adjust the rental charge.

The Owner shall in no circumstances be liable for any loss sustained by the Hirer.

1. 11. ACCIDENT

The Hirer will immediately notify the Owner of any accident involving its equipment.

1. 12. CLEANING AND REPAIR

If the equipment is not returned in a clean condition or in good repair and working order (fair wear and tear excepted) the Owner may at its absolute discretion charge the Hirer for all reasonable costs of cleaning the equipment, restoring it to good repair and working order, or replacement of equipment which cannot reasonably be repaired.

1. 13. LOSS & Damage

The Hirer will be liable for the cost of replacement of equipment lost or stolen while in its possession.
Broken light bulbs are \$4 each to replace.

The Hirer agrees to advise the Owner immediately of the loss, theft or damage, and is liable for the cost of, and or replacement of any damaged equipment whilst in the Hirer's possession.

Cost of the following items to replace

- Lost damaged festoon \$180 per 10 metres
- Lost Edison drops, \$30 each, broken Edison globe \$10 each
- Damaged festoon cable \$100 per 100 metre
- Damage plastic bulb \$10 per bulb
- LED Edison bulbs \$15 each/
- Lost pendent shades \$100
- Lost cages \$5-30
- Lost par cans \$250
- Lost gobo shot \$800
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1. 14. PAYMENT

Accounts are due and payable at the beginning of the Hire period, \$100 bond is taken from the credit card. Hire Installation and collection charges or other charges where applicable are payable on strictly net cash terms unless otherwise specified..

1. 15 SUBLEASE, LOANS OF EQUIPMENT AND ASSIGNMENTS

The Owner may assign its rights under the contract without the Hirer's permission but will remain bound by its terms. The Hirer may not sublease or loan the equipment without the Owner's written permission and any purported assignment shall be void.

1. 16 INDEMNITY

The Hirer agrees to accept full responsibility for all claims in respect of any injury to persons, loss of productivity or loss or damage to property, arising out of the delivery, servicing, storage, possession, use or failure of the equipment during the hire period and agrees to indemnify the Owner with respect to these claims. The Hirer will not allow any lien to be created over the equipment nor sell, transfer, mortgage or change the equipment and will indemnify the Owner against any losses or expenses incurred as a result of its loss of possession of the equipment for any of these reasons.

1. 17. JURISDICTION

The law relating to this agreement shall be the law of the State of NSW.

1. 18. DEFINITIONS

In this agreement the following expressions shall have the following meanings:-

19.1 The "Owner" and the "Company" is 1000 Stars Decorative Lighting (ABN 45 505 564 065)

19.2 The "Hirer" is the person, business or corporation hiring equipment from the Owner;

19.3 The "Equipment" and the "Hired Goods" means all equipment, plant, leads, accessories and parts supplied to the Hirer.

1. 19. CALCULATIONS OF CHARGES

20.1 Charges are based on 7 days hire.

20.2 One week is seven (7) consecutive days including weekends and holidays.

I agree to the above terms:

Name: _____ Date: _____.

Signature: _____ Date: _____.