



1300 338 368  
39 Princes Street  
Riverstone, New South Wales 2765  
50157765396  
ABN 50 157 765 396

Contract # C-1639984435



Ashok Kumar  
161 Bungaribee Rd 2148  
9996362236  
ashokghoury1981@gmail.com

Rental Agent:	QUOTE DATES:	STATUS:
Ashok Kumar	30, Dec, 2021 through 02, Jan, 2022	Quote

Delivery Address	Pickup Address
Ashok Kumar	Ashok Kumar
New South Wales Blacktown 2148	New South Wales Blacktown 2148

Quoted	Rate	Qty	Total
Stage 7.2mx12m KIT	\$ 2,400.00	1	\$ 2,400.00
Foot	--	44	--
Staging BLOCK SIZE 2.4m x 1.2m	--	30	--
Fees	Rate	Qty	Total
Delivery Fees Zone 1	\$ 40.00	1	\$ 40.00
Damage Waiver	Rate	Qty	Total
Damage Waiver (5%)	\$ 120.00	1	\$ 120.00

#### COMPANY HOURS

Monday - Friday : 8:00 AM - 5:00 PM  
Saturday : 9:00 AM - 2:00 PM  
Sunday : Closed

**CONTRACT TERMS** Please follow the instructions to avoid further charges on equipments:

#### 1. Chairs

- White Plastic chairs: Chairs need to be wiped and stacked before collection as they were left on delivery.
- Tiffany/Chanel Chairs: Please stack the tiffany chairs with chair covers in each and without cushions. Place the cushions on the cushion tubs provided on delivery.
- Gladiator Chairs: Stack them 20 each in the dolly provided during delivery.

#### 2. Tables

Tables need to be wiped, folded and stacked before collection as they were left on delivery.

#### 3. Marquees

Please make sure there is no furniture left under the marquee before collection. If you have hire chairs and tables from us, they must be wiped and stacked and left under the marquee. No colour or fireworks to be

Hire Total	\$ 2,400.00
Damage Waiver	\$ 120.00
Sales Total	\$ 0.00
Total Before Tax	\$ 2,560.00
Total Tax (10%)	\$ 256.00
Grand Total	\$ 2,816.00
Amount Paid	\$ 844.80
Amount Due	\$ 0.00

played inside the marquee. If the walls get dirty by food, please wipe the walls with wet cloth. Please take off the sides of the marquee if it's very windy for safety purposes. You can even close the marquee and put down in case of strong winds for safety.

**4. Chafing dishes**

Please clean the chafing dishes after use.

**5. Sound Equipment/Projector**

Please keep the electrical and sound equipment away from water and damp surfaces.

**6. Jumping Castles**

Please keep sharp objects away from the jumping castles. Please turn off the blower if it is very windy or raining.

If the equipment is not kept in the above specified manner, extra cleaning/damage charges may apply. AFTER HOURS DELIVERY AND PICK UP CHARGES EXTRA. DELIVERY LOCATION MORE THAN 20m FROM VEHICLE ACCESS/STAIRS ACCESS/ESCALATORS WILL BE CHARGED EXTRA. Please let us know during booking if there are any stairs or lift access or location is more than 20m from unloading area. 30% NON-REFUNDABLE DEPOSIT IS REQUIRED TO CONFIRM THE ORDER. Balance Payments has to be received one week before delivery. If full payments have not been received, the card provided during deposit payment will be charged before 3 days of delivery. DAMAGE WAIVER only covers damages of up to \$500. Additional charges will apply if damages exceed this amount.

**I certify that I have read and agree to all terms of this contract.**

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SIGNATURE

DATE

**Star Party Hire  
Conditions of Hire**

**Contract/Order No....**

**Use of Equipment**

The items that are hired should be in the same condition as when delivered during the pick up. We DO NOT setup the items for you. (Except for some items – Marquees and flooring). If setup is needed, this should be discussed and paid for when booking is made.

All Equipment supplied on hire is the property of Star Party Hire and remains so. The Customer will be responsible for the Equipment until it is returned to the Company, and shall maintain the Equipment in good condition, reasonable wear and tear accepted. The Customer warrants that the Equipment will be returned in good working order to the Company. The Company makes no representation as to the suitability of the Equipment for a particular need or event, and it is the Customer's responsibility to make that judgment on their own behalf. Any problems/defects on use of items should be reported during delivery.

**Extended Hire**

The Customer must return all Equipment when it is due back. A continuing hire fee for all Equipment not returned to the Company when it is due back will be charged to the Customer, at the standard weekly rate of hire, until the Equipment has been returned to the Company. The Customer shall give appropriate notice in writing to the Company if any extension or termination of the hire is requested. No refunds will be issued for the early return of Equipment on extended hire.

**Delivery**

The Company makes no representation that Equipment will be available to meet every order. Availability of Equipment to meet each order is subject to the timing of that order. Every endeavour will be made to complete delivery within the period stated but no liability can be accepted in regard thereto. Unless otherwise stated the Company will not accept cancellation of an order due to late delivery, nor shall it be liable for consequential damages of any kind arising out of late delivery or non-delivery. Where it has been agreed between the Company and the Customer that Equipment is to be delivered to an address specified by the Customer the same shall be available to be picked up at the specified date arranged at that address on the last day of the hire period. Where the Customer has taken delivery at the premises of the Company all Equipment hired shall be returned to those premises by the time arranged on the last day of the hire period. In the event that the Equipment is not available to be picked up by the arranged time on the last day of hire or has not been returned to the premises of the Company by close of business on the last day of hire, then the Company must be notified immediately.

### **Site Approval**

The Customer shall be responsible for giving any local or other authorities any necessary notice of their intention to erect the Equipment or to have Equipment erected and shall pay all fees in connection therewith. The Customer shall solely be responsible to ensure that the site is cleared and ready for the erection of the Equipment and that the foundations upon which the Equipment is to be erected are sufficiently firm and otherwise suitable to safely carry the Equipment and the load to be put on it without subsidence. In the event that the Company incurs or suffers any loss, costs or damages as a consequence of the Customer's failure to carry out its obligations under these terms the Customer shall be solely responsible and shall indemnify the Company for any such loss, costs or damages.

### **Misuse Of Equipment**

The Company shall not be liable for any loss or damages arising out of the overloading, exceeding rated capacity, misuse, or abuse of the Equipment by the Customer and the Customer agrees to keep the Company indemnified in respect thereof.

### **Security**

The Customer is responsible for the security of the Equipment until such time as it is returned to or collected by the Company. In the event of the Equipment being stolen from the job site, the hirer shall notify the Company in writing stating the full circumstances of the theft and the time the police were notified. Until the Company receives such notification, the hiring charges will continue. The Customer shall also indemnify the Company for any such loss of the Equipment at the current replacement cost of the Equipment, and must pay that cost to the Company on demand. The Customer must ensure that there is provided lighting, water proofing, safe power supply, public protection, covering of power lines and such facilities as might be considered necessary for the requirement of Authorities or in the interests of safety.

### **Access to Site**

The Customer shall ensure that suitable access to and egress from the site is adequate to suit the mode of delivery or pick up.

### **Losses and Damages**

The Company must be notified immediately of any Equipment lost or damaged during the hire period. The Customer indemnifies the Company in respect of all such loss. The Customer must pay on demand to the Company the following amounts; i. If the Equipment is lost, the Customer must pay to the Company the current replacement cost of the Equipment; ii. If the Equipment is damaged, the Customer must pay for all repairs; iii. If no notice is given to the Company of a lost item it shall be deemed as extended hire until such item is returned, and hire fees will continue until notice is given or the Equipment is found.

### **No Liability for Indirect or Consequential Loss**

The Company shall not in any event be liable for contingent, consequential, indirect, special, and punitive or any other similar damages, howsoever caused, for any damage, injury or loss, whether arising under breach of contract, negligence (commission, omission or advice), and strict liability or otherwise. All warranties by the Company to the Customer are excluded, to the full extent permitted by law. The liability of the Company resulting from a breach of any warranty unable to be excluded by law is strictly limited to the resupply of the Equipment to the Customer or the repair of the Equipment supplied to the Customer.

The company is not liable for any damage in the property/setup location because of any of the conditions like the weather conditions. The customer takes full responsibility for damage of the products that are hired.

### **Payment Terms**

The company/and or person who has made the booking is liable for all payment. 30% payment is required to confirm the order, which is non-refundable upon cancellation. Payment will be required before the event via credit card. Credit card payments do not have any surcharge. The full amount must be paid before one week of the delivery. If the hire is cancelled within 1 week of delivery, no refund will be made. If the access is difficult or if the team has to wait during delivery, setup and pick up, extra charges apply. The Company reserves the right to charge interest up to 10% per month on overdue accounts. Should payment in full not be paid within 60 days, legal action will be taken to recover the debt owing without further notice & all credit facilities will be closed. Any expenses, costs or disbursements incurred by the Company in recovering any outstanding Monies including dishonoured cheques, debt collection agency fees and solicitor's costs shall be paid by the Customer. In order to retake possession of the equipment, it shall be lawful for the Company to enter into or upon any premises where the same may be and the Customer hereby agrees to indemnify and to keep indemnified the Company against all liability and against all actions, suits, proceedings, claims, demands, costs and expenses howsoever incurred by the Company arising from the Company's entry into or upon any premises in exercise of its rights of repossession.

### **Governing Laws and Venue**

This Contract will be governed and constructed in accordance with the laws of the state of NSW, the parties submit to the jurisdiction of the Courts of that state for determination of any dispute claim or demand arising out of these Terms & Conditions.

### **Interpretation**

"The Company" means Exponus Pty Ltd Trading as Star Party Hire A.B.N. 17620904985 and includes its servants or Agents. "The Customer" means the person or persons company to whom the Tax Invoice is addressed and shall include their legal representative, administrators, and successors and or permitted assignees.

I have read and understood the conditions of hire.

Customer's Signature:

Date: