



HIRE AGREEMENT CONTRACT

Terms and Conditions

These only apply for the hire between Stellar Backdrops (the Owner) and the person (the Client) hiring the item(s) specified within the invoice. To secure your booking, the Client must sign this contract electronically (or by paper) and agree to all terms and conditions outlined below.

1. Bookings

Hire bookings will be confirmed after receipt of this signed contract and 15% deposit of the total cost.

If the client cancels the booking within 24 hours, the 15% deposit will be non-refundable. Please refer to section 12 for cancellations due to Covid-19 lockdowns.

If a booking inquiry is made in less than 7 days, full payment for the service or hired item(s) is required prior to booking confirmation.

2. Hire Period

The usual period of a full day hire is equivalent to a maximum of 8 hours, from the event start time until collection of the item(s). Anything outside the hire period must be agreed between the Client and Stellar Backdrops.

The latest time of pack down / collection is 10.45pm. If a late-night pack down / collection is required (after 10.45pm), this will cost an additional \$60. The client will be informed in writing and invoiced accordingly.

We do allow collection of hired item(s) the following day, however this is subject to availability and must be communicated with Stellar Backdrops.

Stellar Backdrops may set up the hired item(s) prior to the event and will pack down / collect after the event as agreed. Any changes to this arrangement must be communicated directly with Stellar Backdrops.

3. Return of Goods

Failure to return the hired items on the agreed due time and/or date may result in replacement cost and will be charged to the Client, as determined by Stellar Backdrops.

The Client must ensure the hired items are complete with all the accessories, clean and in order as delivered by Stellar Backdrops.



4. Damaged/Missing/Lost Items

The Client accepts full responsibility for loss, theft or damage to the items from the time of delivery to return of the items post the event. The Client agrees to pay for the damages incurred to the item(s) which will be determined by Stellar Backdrops. An invoice will be issued accordingly.

5. Liabilities

Stellar Backdrops undertakes no liability in respect of third party and similar risks of personal injury or consequential damage of any kind.

6. Proper Use

The Client shall only use the items for the purpose and within the capacity limits for which it has been designed and will not attempt to alter, repair or modify the items. If any item is damaged or destroyed during the hire period, it must be nevertheless be communicated and returned to Stellar Backdrops.

If the Client considers any item to be faulty as supplied, Stellar Backdrops must be notified immediately so that alternative options may be considered.

7. Security

We require security against the unlikely event of damages or unpaid accounts. Therefore, we require credit card details for hire items that we do not provide setup services and for items that are not returned within a day. Should this be the case, the Client will be required to complete our Card Authorisation Form.

The nominated Credit card may be used for the following reasons:

- To cover charges not paid in the manner detailed in this agreement
- When the items hired are kept beyond the Hire & Agreement period and outside the agreement between Stellar Backdrops and the client without any valid reason. The charge will be equivalent to the full value of the hired item(s) and will be charged on a week to week basis until the item(s) is returned.
- If items hired are damaged during the Hire & Agreement or the extension period.

The Client agrees that a bond fee may be required if the hired item(s) is collected and set up is not provided by Stellar Backdrops. The bond fee is refundable following return of the hired item(s) in the state as collected from Stellar Backdrops.

8. Disputes

Should a dispute arise relating to any of these terms and conditions, the hire or the use of any items, the parties agree to resolve the dispute between themselves. In the event of failure to come to some resolution by this means, the parties agree to settle the dispute by mediation with the assistance of a relevant industry body before commencing any litigation proceedings. If this fails, the parties agree to arbitrate in dispute in accordance with the Arbitration Act.



9. Model Release

The Client agrees to provide photos containing image of the hired item(s) at the specified occasion, upon request by Stellar Backdrops. Stellar Backdrops and other event vendors working directly with the Owner may use the Client's images for the sole purpose of advertising within their website and/or other forms of social media.

10. Payment

The final balance is due 7 days prior to the event. The person responsible for the entire balance of payment is the person who signed this contract. Payments can be made via online bank transfer into the account below.

Stellar Backdrops

02-0358-0091015-000

Code: 'Your name'

Reference: 'Date of Hire'

IMPORTANT: Stellar Backdrops will only provide and deliver the service following receipt of the full payment as outlined within the invoice.

11. Acceptance

Notwithstanding that the Client may not have signed the Hire Agreement, the acceptance by the Client of any hired items from Stellar Backdrops shall in itself constitute an acceptance of the above Terms and Conditions, and of the charges/fees stated on this form.

The Client agrees that these terms and conditions also extend to subsequent bookings with Stellar Backdrops and shall continue until termination of contract is agreed to in writing.

12. Cancellations due to Covid-19 lockdowns

If an event is required to be cancelled by the Client due to Government imposed Nationwide or Auckland COVID-19 lockdown restrictions (Level 2.5, Level 3 or Level 4) Stellar Backdrops must be given notice as soon as practically possible.

Stellar Backdrops agrees to refund the Client 85% of the amount paid at that time and any outstanding amount will not be required to be paid by the Client. An exception applies to this clause which is 15% of the total cost paid by the Client will not be reimbursed or refunded. This cost will cover Stellar Backdrops' administrative costs.

The Client is required to continue with their booking during Alert Level 1, 2 and when the new Traffic Light system is implemented by the Government, otherwise the exception above applies. The Client also has the option to postpone and reschedule the event at a day and time within 12 months of the original date, subject to agreement and availability by Stellar Backdrops. Normal terms and conditions will apply to the new date.