



## Terms & Conditions of Hire Satellite Hire Australia Pty Ltd

### *Guarantee of Working Condition*

The Customer acknowledges that Satellite Hire Australia Pty Ltd takes all care to ensure that Equipment is in correct working order prior to dispatch, but accepts no liability nor pay compensation for failure of the Equipment at any given time, or failure of the network or connection to the network.

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

Satellite Hire Australia Pty Ltd shall not be liable to compensate the Customer, its agents or third parties whatsoever for any other damages to property or injury to person whether arising out of the use or operation of the Equipment or otherwise.

### *Ownership of Equipment*

The Customer understands and accepts that all Equipment remains the property of Satellite Hire Australia Pty Ltd and that the Customer must not sub-hire, transfer hire or sell any part of the Equipment under any circumstances.

### *Correct Use of Equipment*

The Customer undertakes to use the Equipment in a proper and careful manner and only for the purposes intended by manufacturer. The Customer acknowledges that it is their responsibility to ensure that the Equipment is in working condition, that they have read the 'Operators Instruction Guide' supplied with the hire and that they know how to use the Equipment in the correct manner. Satellite Hire Australia Pty Ltd highlights to the Customer that in Australia it is against the law to operate a mobile phone whilst driving, a satellite phone in this regard should be treated the same as a mobile and must not be used while driving.

### *Selection of Equipment*

Satellite Hire Australia Pty Ltd accepts no liability and makes no guarantee that the Equipment is 'Fit for Purpose' for the specific use by the Customer.

### *Damage*

The Customer is fully responsible for any loss or damage to the Equipment. Satellite Hire Australia Pty Ltd reserves the right to charge the Customer and/or debit the Customers credit card for full replacement/repair + 15% administration fee for any damage or loss of the Equipment.

### *Breakdown/Failure*

In the event of Equipment failure or breakdown that is not deemed to be as a result of Damage by the Customer, the Customer has the right to request suspension of the hire or replacement Equipment. The Customer must notify Satellite Hire Australia Pty Ltd as soon as practically possible. The Customer must not undertake or attempt any repairs to the Equipment or send Equipment to any repair agent without written permission prior.

### *Hire Period*

The hire period is that stated on the Hire Agreement, transport time to and return is not included in the hire period and is not charged (if freight is required). Satellite Hire Australia Pty Ltd accepts no responsibility or liability for the delivery of the Equipment on time or at the specified date as agreed on the Hire Agreement.

### *Use of Hire Data Package*

The hirer is responsible for the set-up and loading of the data software, it is at the hirers cost if they employ a computer support person or software help desk. Satellite Hire Australia Pty Ltd does not warrant or guarantee the operation of the data kit on any computer. Any viruses or computer failures due to the use is at the hirers responsibility.

### *Return of Equipment*

The Customer undertakes to return the Equipment on or before the due return date to Satellite Hire Australia Pty Ltd. It is the Customers responsibility to contact the courier company and arrange pick up of the Equipment on completion of the hire. Where a prepaid consignment note has been issued for the return of the Equipment to Satellite Hire Australia Pty Ltd the Customer shall ensure that the phone is returned in the correct size and appropriate packaging, Satellite Hire Australia Pty Ltd reserves the right charge the Customer or debit the Customers credit card if additional freight is incurred due to over size packaging.

The hire period is considered finished after the courier company has collected the hire equipment for return to Satellite Hire Australia Pty Ltd and when all other aspects of the Hire Agreement have been complied with. It is the customers responsibility to replace the prepaid consignment note if lost or damaged.

### *Payment Terms*

Full payment for hire is required prior to Equipment being despatched. Payment for extension of hire is required on notification that hire is to be extended. Only business customers who have an account already established with Satellite Hire Australia Pty Ltd are permitted to be invoiced after dispatch.

### *Extension of Hire*

If the hire is to be extended, notice must be given forty eight (48) hours prior to the stated return date. An administration fee of \$20.00 will be charged if correct notification is not received. Notice can be via fax, phone or e-mail to Satellite Hire Australia Pty Ltd. Extension hire rates will continue as at the original daily hire rates.

### *Call Rates and Charges*

Satellite Hire Australia Pty Ltd reserves the right to charge the Customer or debit the Customers credit card for calls made, either at the end of the hire or during the hire period. Calls shall be charged in thirty (30) second blocks ie 59 second call shall be charged at 60 seconds, a 62 second call shall be charged at 90 seconds. Special note should be taken regarding call rates when calling a non Telstra satellite phone. Satellite Hire Australia Pty Ltd will send via post or e-mail a tax invoice to the customer for charged/debited amounts for calls made. Actual call rates are specified on the Call Rates Brochure.

### *Cancellation of Hire*

Cancellation of a confirmed booking requires seventy two (72) hours notice, no charge will be incurred when correct notice is received. Correct notice is required in writing either via fax or e-mail. Satellite Hire Australia Pty Ltd reserves the right to charge the Customer or debit the Customers credit card when correct notice of cancellation is not received, cancellation fee is the minimum hire period of seven (7) days daily hire.

### *Early Return of Hire Equipment*

Early return of hire Equipment, minimum hire period is seven (7) days Equipment returned within three (3) days of due return date will not receive a refund. Equipment returned with greater than three (3) days from due return date are entitled to a refund based on the number of days left to due return date as long as the minimum hire period of seven (7) days has been met.

### *Insurance*

The customer is aware that insurance is not offered on hire Equipment and that they should seek independent insurance if required. Complete replacement of a standard hire kit is up to \$4000.00.