

Mobile Systems Limited



Satellite Phone Hire

Hire Rates, Conditions, Release and Indemnity

Hire Rates Per Unit

Network	Inmarsat	Iridium
Daily	\$ 25+GST	\$ 39+GST
Weekly	\$ 95+GST	\$150+GST
Monthly	\$195+GST	\$295+GST

Units used will be charged at \$1.95+GST per unit. Number of units consumed with the phone per minute will depend on the network that you call. However, PSTN and cellular New Zealand numbers equate to 1 unit per minute and therefore \$1.95 per minute.

A bond of \$1000 is also payable or a valid credit card number. This will be returned to the Hirer when the unit is returned in the condition it was at the time it was hired to the Hirer on the due date for return and all call costs have been settled.

Payment to be made in full prior to delivery of the Unit. Account details are:

Bank: Westpac Bank, Tauranga Branch
Account Name: Mobile Systems Limited
Account No: 03 0435 0800250 000

Hire Conditions, Release and Indemnity

1. The Unit is to be returned in person or via courier, signature required, to Mobile Systems, Unit 1, 14 Portside Drive, Mt Maunganui.
2. The Hirer shall pay \$8 inc GST if the Unit is to be delivered and a return courier ticket can be pre-purchased for an additional \$8 inc GST for the return of the Unit.
3. **Returned Condition:** The Hirer must take good and responsible care of the Unit and not use it for anything it is not meant for. The Hirer acknowledges that the unit is not waterproof and nor is the packaging in which it is provided. A \$250 inc GST fee will be payable if the unit is returned in damaged condition or in a condition that is less than it was in when received by the Hirer.
4. **Damage to Satellite Phone:** If the unit is physically damaged beyond repair or is lost then the Hirer shall pay the sum of \$1200 inc GST to Mobile Systems Limited.
5. The Hirer agrees to use the unit at their own risk and that Mobile Systems Limited makes no representation as to the adequacy or effectiveness of the unit.
6. The Hirer agrees to pay to Mobile Systems Limited, all call costs incurred by the unit during the total time of Hire.
7. **NO REFUNDS.** Refund of the hire fee will not provided in any circumstances, including, without limitation, even when the unit has not been used due to bad weather change of plans or sickness.
8. Personal information collected will only be used for booking purposes and will only be provided to the RCC in the event of an emergency.

9. By taking delivery of the unit the Hirer acknowledges that it is in first class working condition. The Hirer waives all present and future rights to sue Mobile Systems Limited for damages that the Hirer has suffered, or may suffer or for the debt that the Hirer or a third party owes for personal injury, death or loss or damage to any property or any financial loss caused by the Hirer, or anyone, using or having possession of the Mobile Systems Limited before the Hirer returns it. The Hirer indemnifies Mobile Systems Limited against any legal liability, loss claim or proceedings for personal injury either to the Hirer or a third party arising from the use of the Unit.

10. The Hirer waives all present and future rights to claim against Mobile Systems Limited for personal injury to, or death of, the Hirer or loss or damage to any of the Hirer's property, or financial loss to the Hirer, arising from the possession or use of the Unit.

11. The Hirer indemnifies Mobile Systems Limited against all present and future liability for personal injury to or death of a third party, or loss or damage to property of a third party, or financial loss of a third party, arising from the use of the unit.

12. This hire agreement, including the Hire Conditions, Release and Indemnity and the transactions contemplated thereby, shall be governed and construed in accordance with New Zealand laws in connection with which the Hirer hereby submits to the exclusive jurisdiction of the New Zealand courts.