

CONDITIONS OF HIRE

USE OF EQUIPMENT

(a) (LAWFULLY) The hirer shall, at all times, use the equipment in accordance with all the laws and Government Regulations pertaining to the use of the equipment and in a proper manner. The hirer shall maintain the equipment clean and free of damage (fair wear and tear only excepted). The equipment must be returned in a clean state and good order. If returned equipment is found with excessive dirt or not in good and tidy order for the next hire, a cost of \$20 as equipment cleaning fee would incur per unit.

(b) (SUITABILITY) The hirer acknowledges and agrees that he/she relied on his/her own judgement, in relation to the fitness of the equipment to perform any particular job or function prior to signing this agreement and further acknowledges that he/she has not communicated fully to Electric Bug every particular or possible use to which he/she intends to put the equipment.

(c) Electric Bug does not warrant the suitability or fitness of the equipment to perform any particular function or job.

(d) If an EPIRB/PLB is falsely activated, a penalty of \$500 is payable to Electric Bug to replace the unit and any time loss.

DAMAGE TO OR LOSS OF EQUIPMENT

(a) (RESPONSIBILITY) The hirer shall be responsible for any damage or loss of the equipment irrespective of how the damage or loss has occurred. Cost of replacement of loss/damaged items will be at recommended retail price, payable immediately via the original hire payment method after the original hire period. Fair wear and tear to be the only expectation.

(b) The hirer shall indemnify and keep indemnified and save harmless the owner and the owner's servants and agents from and against all claims, demands, damages and actions what so ever caused by, arising directly or indirectly, in connection with the use, operation or maintenance of the equipment hired, irrespective of any negligence of the owner its servants or agents.

PERIOD OF HIRE

(a) The period of hire shall commence from the "Pre booked from" date (as shown on the Hire Booking form) and will cease from the "Pre booked to" date (as shown on the Hire Booking form). If not returned by the "Pre booked to" date, the hirer will be charged for every extra day until the equipment is returned. If the equipment is lost or damaged beyond repair, the period of hire shall cease only when the hirer pays Electric Bug for the value of such lost or damaged.

(b) If adequate notice is given, and Electric Bug has come to an agreement with the hirer, the hire may be extended at the applicable daily rate. If no notice is given, late fees will be charged at minimum \$20 per day.

(c) The hirer shall be responsible for all freight and charges in addition to any hire charges for the full period of hire as defined herein.

BREAKDOWN OR FAILURE OF EQUIPMENT

If there is a breakdown or failure of equipment then the hirer shall forthwith return the equipment to Electric Bug at the hirer's expense and the hirer shall not attempt to repair the equipment. If such breakdown or failure is caused by the hirer's negligence, accident or misuse of the equipment then the period of hire shall end when the goods have been repaired or replaced and the hirer has paid for such repair and/or replacement. Electric Bug is not to be responsible for any expenditure damage and/or loss incurred by the hirer arising out of any repossession, breakdown or failure of the equipment however caused including by fair wear and tear, negligence on the part of Electric Bug or any other reason whatsoever.

REFUNDABLE DEPOSITS

(a) Refundable deposits may be utilised at the sole discretion of Electric Bug to pay or part pay for and fund any damage or loss caused in any way whatsoever while the equipment is in the charge and care of the hirer or related to the hire of the equipment and without prejudice to any other rights of Electric Bug.

(b) No refundable deposit amounts will be paid by Electric Bug to the hirer until such time as Electric bug is satisfied at his sole discretion that the equipment is returned without damage or loss caused to the equipment. This is usually within 1 week for UHF and HF equipment and up to 4 weeks for Satellite Phone (*as we must wait for the phone bills to cover the hire period*).

(c) Calls to international or satellite phone numbers will be charged at a higher rate depending on the location and service provider of the receiver of the call. A minimum of \$5 per minute will be charged.

(d) At Electric Bug management's discretion up to 50% of the period day rate will be refunded for early hire returns minus any discounts already given. Days will be calculated exclusive of the return date, payment schedule as per clause b above.

(e) Cancellations made within 48 hours of hire may incur a\$45 admin fee, deducted from the deposit.

SUPPLY OF EQUIPMENT

(a) Electric Bug has the right to substitute any equipment at any time for any other equipment of a similar nature or able to perform a similar function. The hirer indemnifies Electric Bug against all claims relating to the failure to supply or substitution of any equipment by Electric Bug.

(b) At any time and for any reason whatsoever Electric Bug retains the rights to terminate or cancel the hire or proposed hire of equipment without giving reason or notice to the hirer.

I acknowledge that I read and understand the conditions of hire, and that the equipment was received in good order and condition and I agree to return said equipment on or before the date specified on the Hire Booking form.

Hirer's signature _____ Date / /