

TERMS OF HIRE

Guarantee of Working Condition

The Customer acknowledges that Kiwi Adventure Trust 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

Kiwi Adventure Trust 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 rising 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 Kiwi Adventure Trust 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. Kiwi Adventure Trust highlights to the Customer that in New Zealand 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

Kiwi Adventure Trust 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. Kiwi Adventure Trust 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 refund of the hire. The Customer must notify Kiwi Adventure Trust 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). Kiwi Adventure Trust accepts no responsibility or liability for the delivery of the Equipment on time or at the specified date as agreed on the Hire Agreement.

Return of Equipment

The Customer undertakes to return the Equipment on or before the due return date to Kiwi Adventure Trust. It is the Customers responsibility to contact a courier company and arrange pick up of the Equipment on completion of the hire. Kiwi Adventure Trust reserves the right charge the Customer 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 Kiwi Adventure Trust and when all other aspects of the Hire Agreement have been complied with. It is the customer's 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 Kiwi Adventure Trust 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 Kiwi Adventure Trust. Extension hire rates will continue as at the original daily hire rates.

Call Rates and Charges

Kiwi Adventure Trust reserves the right to charge the Customer for calls made, either at the end of the hire or during the hire period. Calls shall be charged in sixty (60) second blocks ie 59 second call shall be charged at 60 seconds, a 62 second call shall be charged at 120 seconds. Special note should be taken regarding call rates when calling a satellite phone. Kiwi Adventure Trust will send via post or e-mail a tax invoice to the customer for charged/debited amounts for calls made.

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. Kiwi Adventure Trust 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

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.

Contact Details

Kev: 0276713366

David: 0273600086

Garry 0272762368