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Sat Phone Sales Satellite Communications Hire Equipment Terms and Conditions

TOTAL hire payable includes bond of \$200 which is returned on completion of hire, return of equipment in good order, and your airtime account settlement.

By entering into a rental agreement with Sat Phone Sales you agree to these terms and conditions.

Duration of rental

Begins on the date nominated by the customer

Ends on the date the items are lodged at an Australia Post Office with a tracking receipt and insurance details supplied to Sat Phone Sales.

Sat Phone Sales will ship the equipment using a priority courier service or Express Post with a reasonable expectation of delivery being effected in time for the commencement of the rental agreement. Sat Phone Sales cannot be held responsible for delays after the unit has been shipped. The units are covered by transit insurance, until the time they are received only.

The customer will be provided with consignment note / tracking details and is responsible for the tracking and communications with Australia Post.

Return

A return satchel is supplied. The return satchel includes return transit insurance. The customer should advise Sat Phone Sales of the lodgement at an Australia Post Office or AP Agency, and keep the lodgement receipt as proof of dispatch.

If the supplied return satchel is not used the method of return and tracking information must be supplied to Sat Phone Sales on the day the item being returned ships. It is the customer's responsibility to package and insure the goods for return correctly and to arrange delivery or pick up by the courier. At all times the fastest shipping method must be used eg. Express Post / Priority Courier.

Days in excess

Days in excess of the hire period will be charged at \$20 per day. A further 2% per month will be added to outstanding accounts. For hire accounts unpaid longer than 30 days debt recovery costs may also be applied.

Fit for purpose

Sat Phone Sales do not represent the equipment rental schedule to be fit for any given particular purposes. The customer acknowledges that they have sought and obtained independent advice as to the equipment's fitness for purpose.

The customer agrees to inspect the equipment immediately on receipt and is to satisfy themselves as to the quality and fitness for purpose. Any doubts must be made in writing to Sat Phone Sales prior to placing the equipment in service.

All items are inspected and tested for functionality prior to dispatch. The customer must complete a functionality check prior to placing the equipment in service.

The customer acknowledges that the Satellite network service and supplied equipment may fail or have down time and that it is impossible to predict or entirely avoid such failure.

The maximum extent of compensation to the customer for down time or failure is the affected period of the rental, and only where such failure is advised to Sat Phone Sales at the first opportunity. Sat Phone Sales is not responsible for any other losses arising from equipment or service failure.

Damage

The customer is liable for loss or damage to the equipment. Sat Phone Sales reserves the right to bill the customer "Days in excess" rates and for any damage or loss during the hire period and until the unit is returned to Sat Phone Sales.

Repair and replacement costs will be up to the full retail price of the unit with a further 10% fee for administration and making good the loss or damage.

In the event the equipment malfunctions during the hire period, due to no fault of the customer, the customer may:

Request a suspension of the hire, or replacement equipment. The customer must notify Sat Phone Sales at the first available opportunity.

The customer must not attempt unauthorised repairs or have any third party attempt repair without written consent from Sat Phone Sales.

Where replacement equipment is supplied and the original item is found to be free from defect the customer agrees to pay all associated freight charges and an administrative / inspection fee of \$100.

Insurance

Insurance is NOT provided with the hire / rental. Consider adding the device(s) to your own appropriate insurance policy for the duration of the hire / rental period.

Correct and Proper use of the equipment

The customer undertakes to operate the equipment according to the intentions of the manufacturer and must familiarise themselves with the supplied operation manual and operate the equipment accordingly.

The customer acknowledges that the operation of a mobile phone whilst driving is against the law in Australia and undertakes not to treat the operation of Satellite Communications Equipment any differently than the operation of a mobile phone whilst driving.

Liability for Direct, Indirect or Consequential Loss

The customer agrees Sat Phone Sales shall not be liable to compensate the customer or any third party for any damage to property, injury or death arising from the operation or failure of the Satellite Communications

Equipment.

Title to equipment

The rental Satellite Communications Equipment always remains the property of Sat Phone Sales. The customer shall not sub lease, lend, sell or transfer the equipment to any other party.

Payment of calls/SMS made whilst using the Satellite Communications Equipment

The customer agrees to pay for all usage, calls and SMS, charges recorded against the device for the period of hire or the date of return to Sat Phone Sales whichever is the later.

Call Rates

Thuraya

Calls to standard Australian numbers are charged in 1 minute increments at AU\$2.00 per minute on Thuraya services. Please note that calls to premium services, and international numbers are charged at a higher rate. Premium number rates and International Rates are available on request, if required

Thuraya Outbound SMS is charged at AU\$1.00 per SMS world-wide, premium numbers excluded.

Iridium

Calls to standard Australian numbers are charged in 30 second increments at AU\$1.49 per minute on Iridium services. There is a \$0.50c connection fee on each established call. Please note that calls to premium services, and international numbers are charged at a higher rate. Premium number rates and International Rates are available on request, if required

Iridium Outbound SMS is charged at AU\$1.00 per SMS world-wide, premium numbers excluded.

Dialling plans, whilst the Thuraya and Iridium services will permit local number dialling similar to a mobile phone it is recommended to always use the international prefixes.

Eg. NSW +612xxxxxxxx, Vic +613xxxxxxxx, Mobile +614xxxxxxxxx etc.

1300 and 1800 numbers services may not be possible from a satellite service. It is prudent to have a list of direct numbers for organisations that may need to be reached (RACV, NRMA etc.) before placing the Satellite Communication Equipment in service

Services are billed every 30 days or at the termination of the rental agreement.

Charges will be deducted from the bond where possible.

Calls to 000 are not charged.

Sat Phone Sales is not responsible for monitoring your usage and you undertake to compensate Sat Phone Sales for all usage of the device whether by you or unknown users.

Inbound calls are normally charged by the callers' provider as if a call to a standard mobile number.

Cancellation of rental

This may be done up to 10 days prior to the commencement of the rental agreement where the goods / items have not been shipped to the customer*

Within 10 days of the hire commencing the cancellation fee is the minimum hire period of 4 weeks.

Cancellation within the nominated hire period – minimum of 4 week's hire, with a refund of 50% of the remainder hire period*.

* If the item / goods have already been shipped to the customer, the hire refund will be less the cost of delivery to the customer and the cost of the return satchel. The goods must be returned / placed on freight within 48 hours of the hire cancellation notification, if already in possession of the customer.

GST

All our prices are listed as GST inclusive. The GST component of all prices may be calculated as 1/11th of the Gross Price.

These Terms and Conditions may be downloaded HERE for future reference.