



SATELLITE EQUIPMENT HIRE AGREEMENT

MGLSAT

PO BOX 33246
MELBOURNE, VICTORIA 3004

P: 1300 645 000
INTERNATIONAL: +613 9602 2002
F: +613 9576 8258
E: INFO@MGLSAT.COM



PAYMENT**ALREADY PAID VIA WWW.MGLSAT.COM WEBSITE** **CREDIT CARD AUTHORISATION**

The Applicant, hereby acknowledges the Company to debit the credit card / bank account* detailed below, for the hire of Equipment and the providing of telecommunications services by the Company to me / us payable under the MGL Telecoms (Aust) Pty Limited Terms and Conditions attached hereto which I / we acknowledge having read, understood and agree to be bound by.

Type of Credit card: (Circle) VISA MasterCard AMEX Diners

Name on credit card: _____

Credit card Number: _____

Expiry: ____/____ **CVV** (Back of card last 3 numbers): _____

Note: 3% Additional Fee on total for AMEX & Diners card transactions

BANK ACCOUNT AUTHORISATION

Account name: _____

Bank name: _____ **Location:** _____

BSB: _____ - _____ **Account No.** _____

Signature: _____ (Personally / Authorised representative)

ACKNOWLEDGEMENT

The signatory to this Application on behalf of the Applicant acknowledges that:

1. He/she has read, understood and agrees to the Terms and Conditions for the hire of the Equipment, and providing of telecommunications services, a copy of which is attached to this Application and is available on the Company's Website at; www.mglsat.com
2. The information provided in this Application is true and correct;
3. He/she has full authority to complete this Application, acknowledgements and authorisation.

Full name of Applicant _____

Signature: (If signing personally) _____

Signature: (If Authorised representative) _____

Dated: _____

Witness (Print Name): _____

Witness Signature: _____ Dated: _____

TERMS AND CONDITIONS (Terms)**1. LEGAL DOCUMENT**

- 1.1 The Application and these terms constitute the entire Agreement between the Company (Us) and the Applicant (You) and apply to the exclusion of any other terms and conditions and are binding on You and Us.

2. PHONE USAGE CHARGES

- 2.1 If we provide You with the Services, any calls made using the Equipment detailed in the Application will be charged and billed by Us at our current rate from time to time and in the manner as detailed in the Application signed by You (Call Charges);
- 2.2 You acknowledge that the Call Charges may increase or decrease from time to time at our discretion;
- 2.3 We will keep you informed of changes to the Call Charges and give you not less than 7 days notice of any change, which change will become effective immediately following the notice period;
- 2.4 The Call Charges will be charged and debited to your authorised credit card or nominated bank as authorised in the Application at the end of the month as per clause 3.2 below.

3. PAY US

- 3.1 You must pay Us the Hire charge Amount agreed to on your Application as follows;
- 3.1.1 for the period from the date of the receipt or deliver of the Equipment described in the Application to the end of that month pro rated for that portion of the month plus one further month in advance; and
- 3.1.2 thereafter monthly in advance for the first day of each month
- 3.2 Payment due to Us will be automatically debited to Your nominated credit card or bank account as authorised in the Application, immediately an invoice has been sent to Your email address or postal address as set out in your Application for:
- 3.2.1 the Hire Charge Amount in 3.1.1 with any ongoing Hire Charge Amount per month;
- 3.2.2 the months Hire Charge Amounts during the Rental Period;
- 3.2.3 Call Charges;
- 3.2.4 the Security Bond;
- 3.2.5 any extended rental period;
- 3.2.6 Equipment repairs;
- 3.2.7 any other authorised payment as provided for in these terms;
- 3.3 You must pay all amounts due to Us without set off or deduction;
- 3.4 Having completed and signed the Credit Card Authority and Bank Account Nomination in the Application, You acknowledge having irrevocably authorised Us to deduct any money due to Us in accordance with these terms from your nominated credit card / bank account;
- 3.5 In the event Your authorised credit card / bank account is no longer in use, You must within 7 days of the cessation of the authorised credit card or bank account inform Us and provide Us with an irrevocable authority to deduct money from any replacement credit card or bank account.

4. BOND

- 4.1 You must in addition to any obligation on Your part provide Us with the Security Bond provided for in the Application or such other security in such sum as We may reasonably determine from time to time;
- 4.2 On termination of the rental agreement and return of the Equipment in good working order, repair and condition, in accordance with these terms, the Security Bond will be returned to You;
- 4.3 If the Equipment is not returned, not returned on time or damaged or in need of repair or not in good order and condition or if any amount is due to Us at termination You authorise Us to utilise so much of the Security Bond as is necessary to cover any loss, damage, want of repair or any other amount due to Us.

5. RISK / DELIVER AND RETURN OF EQUIPMENT

- 5.1 Risk in the Equipment passes to You immediately when the Equipment leaves our premises by whatever means and remains with You until We acknowledge having received the Equipment in good repair, order and condition;

5.2 You must return the Equipment in person or to return the Equipment by courier to our Rental Office at:

MGLSAT
Hire Division
523 North Road
Ormond VICTORIA 3204

By 4.30 pm Melbourne time on the last day of the Rental Period or any agreed extension of the Rental Period.

5.3 Returns after 4.30 pm Melbourne time on the last day of the Rental Period or any other agree extension of the Rental Period will incur a daily hire charge until return is on a business day between 9 am to 5 pm Melbourne time.

5.4 Early return of the Equipment before the Rental Period expires will not decrease any charges payable by You to Us under these Terms.

5.5 You must deliver any Equipment to Us by regular post with proof of posting provided on request.

6. GST

6.1 The Hire Charge Amount reflected in the Application is inclusive of GST;

6.2 The Call Charges for Our Service are inclusive of GST.

7. YOUR OBLIGATION IN RESPECT OF THE SERVICES

7.1 You are solely responsible for monitoring Your usage of the Service as We do not and are not required to monitor Your usage of the Service or alert You as to any excess use thereof. Any costs, expenses, charges, disbursements or Call Charges incurred by You as a result of Your use of the Service or the hire of the Equipment are your sole responsibility and liability;

7.2 You must not do anything that may endanger, prevent or disrupt the Service;

7.3 If the Service is cancelled or disrupted in any way, You must notify Us immediately;

7.4 You must not use or allow the Equipment or Service to be used;

7.4.1 In violation of any law or regulation;

7.4.2 For any other illegal or immoral purpose;

7.4.3 Contrary to provisions of any insurance policy in respect of the Equipment; and

7.4.4 In contravention of the provisions of these terms.

8. OWNERSHIP OF ANYTHING WE PROVIDE TO YOU

8.1 Unless You purchased an item of Equipment from Us outright and have paid for it in full You agree and acknowledge that We retain title in any Equipment and Service;

8.2 You have no proprietary right whether legal or beneficial in the Service or the Equipment other than equipment purchased outright from Us;

8.3 You must clearly mark any Equipment not purchased outright from Us as Our property;

9. ACKNOWLEDGEMENT AS TO CONDITION

9.1 You acknowledge that You have received the Equipment in good repair, working order and proper condition unless You inform Us of any fault with or damage to the Equipment verbally within 24 hours and in writing within 3 days of receiving the Equipment from Us;

9.2 In addition to any other provision of these Terms You acknowledge and agree that You have relied solely on Your own judgement in entering into these Terms and / or accepting the Equipment or Services and no warranties, undertakings or representations, other than those provided in these Terms or that cannot be excluded by law or given by Us.

10. YOUR OBLIGATIONS TO MAINTAIN AND USE THE EQUIPMENT

10.1 You must keep the Equipment in good repair and working order and condition at all times (fair wear and tear accepted) until it is returned to Us by You;

10.2 You must at all times keep the Equipment under lock and key, safe and away from harm of any nature;

10.3 You must use the Equipment and Service strictly in accordance with:

10.3.1 these Terms;

10.3.2 any Service and Equipment manuals We give to You;

10.3.3 Our instructions or directions;

10.3.4 such reasonable standard of care as may be expected of a reasonable prudent user of the Equipment or Service;

10.4 You must not move, take or attempt to take, tamper, modify, repair, maintain or interfere with or make any connections to the Equipment without Our written consent unless under Our express and written instructions.

11. SERVICE AND EQUIPMENT FAILURE

11.1 You acknowledge and agree that the Service and or the Equipment may experience down time or failure from time to time;

11.2 We are not responsible for any loss direct or consequential in the event of any temporary Service and / or Equipment failure other than may be allowed by law;

11.3 You must inform Us immediately:

11.3.1 of any Service and Equipment failure or malfunction as soon as You are aware thereof;

11.3.2 in the event the Equipment or Service or any part of each is damaged, destroyed, interfered with, lost or stolen or is malfunctioning;

11.4 Irrespective of any Notification You give or might give Us, We may but are not required to take remedial action, and We are not responsible for any loss or damages, direct or consequential you may incur;

12. LIMITED LIABILITY ON OUR PART

12.1 All warranties and guarantees other than those imposed by statute or law applicable to these Terms are excluded;

12.2 Our liability to You is limited, in Our discretion, to the repair and where appropriate, the replacement of any Equipment or Service for the duration of the Rental Period only;

12.3 If any Equipment of Service or part of it has been damaged by You or anyone through You, You must pay for the costs of the replacement or repair of the Equipment or Service at Our prevailing rates from time to time;

12.4 If You have damaged Our Equipment and the Equipment is being repaired, We are not obliged to provide You with any replacement Equipment during the time the Equipment is being repaired and You remain liable for and must continue to pay the Hire Charge Amount for the Equipment during the period in which the Equipment is being repaired;

12.5 In the event we decide to replace the Equipment under this clause, we may substitute the Equipment with any such type or model of the Equipment which in Our complete and unfettered opinion is a suitable substitution;

12.6 Any replaced or substituted Equipment is subject to these Terms.

13. HOW THESE TERMS COME TO AN END

13.1 These Terms end automatically and without discharging You from any obligation that survive these terms when:

13.1.1 You have failed to pay Us any money due to Us under this agreement or otherwise within Seven (7) days of such money becoming due and payable;

13.1.2 You or the Guarantor (if any):

(i) goes into liquidation or bankruptcy

(ii) has a receiver or administrator appointed

(iii) enters into a voluntary arrangement with his, her or its creditors

(iv) have judgement entered against You or the Guarantor;

(vi) have committed an act of insolvency; or

(vii) breach any of these Terms which are all deemed to be material and fail to remedy such breach within seven (7) days of written notice from Us to do so.

13.2 We, in Our complete and unfettered discretion and for any reasons whatsoever, decide to terminate the rental agreement by giving You fourteen (14) days written notice.

14. WHAT HAPPENS IN THE EVENT THESE TERMS END

14.1 When these Terms come to an end the following must happen:

14.1.1 You must return the Equipment to Us at Our usual business premises within 24 hours or in accordance with Our written notice.

- 14.1.2 You, including Your receiver or administrator, irrevocably give Us access to enter Your premises or any other premises You have the right to be on to remove any Equipment during normal business hours;
- 14.1.3 You must take all available steps to protect and keep safe Our rights in and to the Equipment, until We have the Equipment in Our possession;
- 14.1.4 You must return all of the Equipment and must not withhold any of the Equipment from Us for any reason whatsoever.

- 14.2 Where termination is due to Your fault You are responsible for Our costs (Including attorney / client charges) involved in recovering the Equipment.
- 14.3 We are not liable for any costs incurred by You in complying with these Terms whether or not termination is due to Our fault.

15. SERVICE

- 15.1 The Service will be available to You within 24 hours of the date of You signing these terms and will continue until such time as these terms are suspended, terminated or come to an end;
- 15.2 We may vary all or part of the Service at any time at Our complete and unfettered discretion;
- 15.3 You must follow Our instructions to enable any change to Our Service;
- 15.4 You must not do anything or refrain from doing anything which would prevent Us from changing Our Service.

16. SUSPENSION OF SERVICE

- 16.1 We may suspend the Service with no notice or liability to You:
 - 16.1.1 if You fail to pay any monies on the due date for payment; or
 - 16.1.2 if You commit a breach of these terms (other than non-payment) and fail to remedy the breach within 7 days after being required by written notice to do so.
 - 16.1.3 during recalibration, upgrade or any other maintenance of the Services and or Equipment used by Us or Our suppliers;
 - 16.1.4 if Our suppliers require the Service or Equipment use to be suspended for any reasons whatsoever;
 - 16.1.5 if We are unable to provide the Service for any reason beyond our control.

17. ACCESS AND PERMISSION

- 17.1 You must provide Us with access to Your premises and vehicles at reasonable times to enable Us to install, maintain, inspect, remove or replace the Equipment upon reasonable notice by Us to You.
- 17.2 You must meet Our reasonable requirements about the safety of any of Our personnel, agents or contractors who install the Equipment or provide the Service.
- 17.3 You must have a building structure and internal fit-out deemed acceptable by Us for the installation of all necessary Equipment so that the Service can be operated effectively.
- 17.4 You agree and acknowledge that You have obtained all necessary permission or authorisation for the installation, maintenance, removal and inspection of the Equipment and Service, including any permission or authorisation to Us to enter the premises.
- 17.5 You agree and acknowledge that the matters in paragraph 17.4 of this clause will not result in legal or beneficial ownership of the Equipment passing to You or any third party.

18. INDEMNITY AND INSURANCE

- 18.1 Where the Equipment is Insured by You, We are entitled to receive all monies payable by the Insurer under such policies of insurance or by any other person in respect of damage to or loss of Equipment.
- 18.2 Where no insurance is taken by You in respect of the Equipment, any claims under these Terms will be made by Us against You and You will be liable to.

19. INSPECTION

- 19.1 You will allow Us to inspect and/or repair the Equipment from time to time at any reasonable time and on Us giving reasonable notice to You.

20. WAIVER

- 20.1 No failure or delay by either party in exercising any of their rights under these Terms shall be deemed to be a waiver of those rights.

21. ENTIRE AGREEMENT

21.1 These Terms embody all the Terms and Conditions of the Agreement between the parties.

22. AMENDMENTS

22.1 These Terms may not be varied unless provided in writing to Us and accepted by both parties.

23. READING DOWN

23.1 If any provision of these Terms is void or voidable or unenforceable in accordance with its Terms but would not be void, voidable, unenforceable or illegal if it were read down and, it is capable for being read down, that provision must be read down accordingly.

24. NOTICES

24.1 Any notice to be given under these terms must be delivered by hand or prepaid post, or sent by email or facsimile provided that a communication sent by email or facsimile must be immediately confirmed in writing by the sending party by hand delivery or prepaid post.

24.2 A notice is deemed to be received if;

24.2.1 hand delivered: on the date of delivery (Personal delivery is not required)

24.2.2 posted: on the second Business Day after posting; and

24.2.3 sent by email or facsimile: on receipt by the sender of the activity report at the end of the transmission indicating successful transmission

25. DEFINITIONS

25.1 Equipment: means all of the Equipment supplied by Us including but not limited to satellite telephone handsets, carry cases, charges, user guides, car antenna or any other Equipment used or required to enable satellite communication coverage and usage and includes any type of Equipment which is added or substituted by Us from time to time as contemplated by these Terms.

25.2 Hire Charges Amount: means any payment required to be paid by You to Us as set out in this Application.

25.3 Service: means any service offered by Us that allows satellite communication from, to and between terminals and the Equipment.

26. INTERPRETATION

26.1 These Terms are governed by the laws of the State of Victoria.

26.2 Any reference to any amount of money in these Terms is a reference to the amount in the lawful currency of Australia.

26.3 Reference to the rights, duties, obligations and liabilities of more than one party will in every case be a reference to rights, duties, obligations and liabilities that are joint and several.

26.4 These Terms are binding on Our and Your executors, administrators, successors, substitutes and assigns.