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General Terms and Conditions of Hire

1. Interpretation

- a) **'Company'** means Landwide Adventure Equipment Rentals its employees and agents.
- b) **'Contract'** means the Contract comprised of the particulars set out on the face of this document.
- c) **'Customer'** means and includes the Company, firm or person, the name of which is set out on the face of this document as the Customer and any person whether as employees, agent or otherwise, who makes this Contract on behalf of such company, firm or person.
- d) **'Equipment'** means the goods specified on the face of this document as the subject of this Contract.

2. Proper Use and Ownership of Equipment

The Customer shall at all times use the Equipment in a skilful and proper manner for the purposes intended, and in the manner recommended, by the manufacturer. The Customer agrees and acknowledges that at all times the Equipment is and remains the property of the Company. During the period of hire, the Customer shall not sell, lease, pledge, assign, transfer, part with possession of or deal with Equipment in any manner which may affect, directly or indirectly, the Company's ownership of the Equipment.

3. Customer Acknowledgment of Quality

The Customer acknowledges having:

- a) selected the Equipment without relying on the skill or judgement or any advice from the Company as to the fitness of the Equipment for any particular purposes of the Customer;
- b) inspected the Equipment prior to taking delivery of it; and
- c) satisfied itself as to the quality and fitness of the Equipment for the purposes of the Customer.

4. Breakdown and Damage

The Customer shall be responsible for any loss or damage to the Equipment for any reason whatsoever except loss or damage as a result of reasonable wear and tear. In the event of breakdown or failure of the Equipment the Customer shall notify the company and shall return the Equipment to the Company's or agents premises as soon as practical. On no account shall the Customer repair or attempt to repair or cause someone else to repair the Equipment without the prior written consent of the Company.

The liability of the Company in respect of any matter arising out of the application of Division 2 of Part V of the Trade Practices Act or any other applicable legislation is limited at the option of the Company to:

- a) the replacement of the Equipment or the supply of equivalent Equipment; or
- b) the repair of the Equipment

and the period of the hiring shall be suspended during the period from return of the defective Equipment to the Company until re-delivery of the Equipment to the Customer in accordance with this clause.

The company will refund at its discretion the downtime value on inspection of the faulty equipment. Should the equipment be faulty due to misuse, the customer will be responsible for the repair costs.

In no other event shall the Company be liable to the Customer on any account whatsoever, whether as a result of wear and tear or any defect in the Equipment or any negligence by the Company, for any loss or damage whatsoever including consequential loss or damage and whether or not foreseeable or contemplated by any of the parties.

5. Call Charges on Satellite Phones

Call costs are calculated and charge in 30second blocks. Eg: Should the customer make a call for the duration of 32 seconds, the call costs charged will be for 60 seconds. All call costs will be charged to your credit card. The customer gives the company authority to hold and debit any amount from their credit card for the purpose of bond against loss of or damage to equipment and for payment of call charges. Details of which have been consented to on page 1 of this agreement.

A tax invoice for call costs will be sent to the address as set out on page 1 of this agreement.

6. Return of Equipment

The Customer shall return the Equipment to the Company on or before the due date as shown on the invoice in good order and condition, including being properly cleaned.

7. Period of Hire

The period of hire shall commence from the time the Equipment is delivered to the Customer and will cease when the Equipment is returned to the Company. The Equipment shall be deemed to have been duly delivered and returned if delivered and returned to the Company's premises during the Company's business hours in the manner set out in the invoice. Where the Company agrees in writing that it will accept return of the Equipment other than at the Company's premises, the Customer shall remain responsible for the Equipment until the earlier of such time as the Company collects the Equipment or the expiry of five (5) days from after the date agreed for collection.

8. Payment of Hiring Charges

The Customer shall immediately pay to the Company the hiring charges set out on this invoice at the beginning of the period of hire. The Company reserves the right to vary the hiring charges at any time after expiration of the initial period as set out overleaf and any variation shall be effective immediately upon and after notification in writing to the Customer at the Customer's address or at any place where the Equipment is being used.

The Customer shall pay or reimburse to the Company on demand all stamp duty or other statutory charges payable in connection with the Contract, the cost of all consumable items supplied by the Company used up in the use of the Equipment and the cost of all freight and delivery charges incurred by the Company in the delivery of the Equipment to the Customer or the return of the Equipment to the Company.

- a) the Customer fails to pay any hiring charge within three (3) days of the due date;
- b) the Customer does or permits to be done any act or thing which may prejudice the Company's rights in respect of the Equipment;
- c) the Customer commits any breach of the Contract; or
- d) the Customer becomes insolvent or bankrupt or makes an arrangement or composition with its creditors or in the case of a Company an order is made or a resolution passed for the winding up of that Company or a receiver, receiver/manager or any other form of insolvency administrator is appointed over the Company or any property of the Company.

For the purposes of re-possessing the Equipment pursuant to this clause, the Company may enter upon or into any premises where the Equipment may be without notice and the Customer indemnifies the Company in respect of any claims, damages or expenses arising out of any such action. Repossession of the Equipment by or on behalf of the Company shall be without prejudice to any other rights of the Company arising out of this Contract.

9. Deposit

The Company shall hold the deposit as security for the due performance by the Customer of its obligations and may apply the whole or part of the deposit at any time against moneys due but unpaid or any expenses, loss or damage incurred by the Company as a result of a failure by the Customer to perform properly its obligations. Application by the Company of the whole or any part of the deposit pursuant to this clause shall be without prejudice to any other rights of the Company arising out of this Contract.

10. No Assignment of Contract

This Contract is personal to the Customer and the Customer shall not transfer or assign or purport or attempt to transfer or assign the benefit of this Contract to any other person without the prior written consent of the Company.

11. Customer Authority

The Customer warrants that i has full authority to enter into this Contract for itself and any employer principal or other person named overleaf and that the information set out in this invoice is true and correct.

12. Safety

The company shall not be responsible for damage to person or property including vehicles caused from the use or misuse of hired equipment.

The Customer acknowledges that it has received from the Company advice, information or items (or all of them) which relate to the safe operation and use of the Equipment. To the maximum extent permitted by law, the Customer indemnifies the Company from any loss, claim, expense, damage, cost or proceeding which may arise as a result, directly or indirectly, of the failure of the Customer to act in accordance with that advice or information and or to use in a proper manner as specified by the Company those items or any of them. Apart from the advice, information or items referred to in this Clause, the Customer acknowledges that in connection with the Equipment and its use, it is solely responsible for obtaining all advice or information necessary for the safety of and the safe use of the Equipment and for the provision and proper use of all items, tools, plant or other devices necessary for the safe use of the Equipment.

13. Satellite Phone Safety

The customer acknowledges that driving a motor vehicle whilst using a mobile phone including a Satellite phone is against the law in Australia and agrees to abide by these laws and conditions. The customer also agrees that when driving in vehicles, it is the sole responsibility of the driver of the vehicle to operate the vehicle in a safe manner, maintain full surveillance of all driving conditions at all times, and may not become distracted by a mobile or satellite phones. It is unsafe to operate the controls of a mobile or satellite phone while you are driving. Failure by the driver of a vehicle equipped with a mobile or satellite phone to pay full attention to the operation of the vehicle and road conditions while the vehicle is in motion could result in an accident or collision with property damage and personal injury.

14. GPS Navigation Safety

The customer agrees that when driving in vehicles, it is the sole responsibility of the driver of the vehicle to operate the vehicle in a safe manner, maintain full surveillance of all driving conditions at all times, and may not become distracted by any electronic navigational aid to the exclusion of safe driving practises. It is unsafe to operate the controls of a navigational aid while you are driving. Failure by the driver of a vehicle equipped with a navigational aid to pay full attention to the operation of the vehicle and road conditions while the vehicle is in motion could result in an accident or collision with property damage and personal injury.