

Mobile Systems Limited



Personal Location Beacon Hire

Hire Rates, Conditions, Release and Indemnity

Hire Rates Per Unit

McMurdo FastFind Mini GPS PLB

4 day weekend Friday to Monday \$40 inc GST.

7 day week or more: \$50 inc GST plus \$7 inc GST per day for any day more than 7 days.

Freight to and from a non-RD address in New Zealand \$9 inc GST each way.

A bond of \$250 is also payable. This will be returned to the Hirer if the Safety Seal is not broken and the unit is otherwise returned in the condition it was at the time it was hired to the Hirer on the due date for return.

Payment

Payment to be made in full prior to delivery of the Unit. Account details are:

Bank: Westpac, Tauranga Branch

Account Name: Mobile Systems Limited

Account No: 03 0435 0800250 000

Hire Conditions, Release and Indemnity

1. The Unit is to be returned via courier, signature required to Mobile Systems, Unit 1, 14 Portside Drive, Mt Maunganui 3116 at your own expense.
2. **Safety Seal INTACT:** The Hirer must take good and responsible care of the Unit and not use it for anything it is not meant for. The Hirer acknowledges that the unit is not waterproof and nor is the packaging in which it is provided. A \$250 inc GST fee will be payable if the unit is returned with the safety seal broken. The unit has a seal over the front cover. If the seal has not been broken the Hirer has proven that the unit has not been activated and that the batteries have not been depleted. Inadvertent activation or testing of batteries will deplete them.
3. **Damage to 406 GPS PLB:** If the unit is physically damaged beyond repair or is lost then the Hirer shall pay the sum of \$750 inc GST to Mobile Systems Limited.
4. The Hirer agrees to use the unit at their own risk and that Mobile Systems Limited makes no representation as to the adequacy or effectiveness of the unit.
5. **NO REFUNDS.** Refund of the hire fee will not provided in any circumstances, including, without limitation, even when the unit has not been used due to bad weather change of plans or sickness.
6. Personal information collected will only be used for booking purposes and will only be provided to the RCC if you activate the unit or fail to contact us on your return from the activity by the agreed time.

7. By taking delivery of the unit the Hirer acknowledges that it is in first class working condition. The Hirer waives all present and future rights to sue Mobile Systems Limited for damages that the Hirer has suffered, or may suffer or for the debt that the Hirer or a third party owes for personal injury, death or loss or damage to any property or any financial loss caused by the Hirer, or anyone, using or having possession of the Mobile Systems Limited before the Hirer returns it. The Hirer indemnifies Mobile Systems Limited against any legal liability, loss claim or proceedings for personal injury either to the Hirer or a third party arising from the use of the Unit.

8. The Hirer waives all present and future rights to claim against Mobile Systems Limited for personal injury to, or death of, the Hirer or loss or damage to any of the Hirer's property, or financial loss to the Hirer, arising from the possession or use of the Unit.

9. The Hirer indemnifies Mobile Systems Limited against all present and future liability for personal injury to or death of a third party, or loss or damage to property of a third party, or financial loss of a third party, arising from the use of the unit.

10. This hire agreement, including the Hire Conditions, Release and Indemnity and the transactions contemplated thereby, shall be governed and construed in accordance with New Zealand laws in connection with which the Hirer hereby submits to the exclusive jurisdiction of the New Zealand courts.

The Unit is a satellite signaling device of last resort, for use when all other means of self rescue have been exhausted, where the situation is grave, and imminent loss of life, limb, eyesight, or valuable property will occur without assistance. It does not however guarantee your safety or that you will be rescued.

To aid your rescue

Try to get your beacon into an open clearing with a clear view of the sky so that your beacon can acquire GPS data and transmit this information to the Rescue Coordination Centre NZ (RCCNZ). This will decrease the time it takes for Search and Rescue forces to know exactly where you are.

Overview of a rescue

1. A distress beacon is activated.
2. The signal is transmitted to the nearest suborbital satellite. These can be satellites that remain in stationary position over the same area of the earth's surface or those that are constantly circling the earth in polar orbits.
3. The signal is transmitted from the satellites to the nearest local user terminal. These are placed around the globe to ensure signals are received almost immediately.
4. The signal is passed to the RCCNZ.
5. The RCCNZ is responsible for coordinating major maritime, aviation and beacon related search and rescue missions in New Zealand's Search and Rescue Region. These incidents are Class III missions. The RCCNZ also assists with other rescues when required.