

Conditions of Use of Equipment

1. DEFINITIONS

- 1.1 "Owner means" GSM Renta Fone Pty Ltd (ACN 079 403 437 ABN 37 670 517 057)
- 1.2 "Customer" means the person or entity specified on the front of this agreement.
- 1.3 "Equipment" means the mobile telephone(s) and all accessories described on the front of this agreement.
- 1.4 "Period" means the period commencing on the date set out on the front of this agreement and expiring on the date the Customer returns the Equipment to the Owner or notifies the Owner in writing that the Customer requires the Equipment to be collected.
- 1.5 If no return date is specified the max. rental period would be 4 months from the rental start date. At which time the rental agreement may expire and the number may be disconnected at the owners discretion. The owner would notify the customer in writing to this effect.

2. RIGHT TO USE

- 2.1 The Owner grants to the customer the right to use the Equipment for the Period at the cost and on the terms and conditions set out below.
- 2.2 The Customer shall return the Equipment to the Owner at the expiry of the Period in good working order and condition.
- 2.3 Mobile telephone number and SIM Card remains the property of GSM Rentafone and may not be transferred to any other network or service provider.

3. CHARGES

The Customer shall pay the Owner the following amounts upon demand for the use of the Equipment:

- 3.1 The Daily Fee at the rate set out on the front of this agreement.
- 3.2 A delivery and collection fee will apply in the event that the Customer required the Owner to deliver or collect the Equipment.
- 3.3 The local call usage charge at the rate specified on the front of this agreement for all telephone calls made on the Equipment from the commencement of the Period to the date of collection or return of the Equipment. The owner reserves the right to increase either the call charge or the rental charge and/or both provided 30 days notice is given to the customer. The usage rate is recorded in 60 second intervals from the time the call connects until the time the call is disconnected.
- 3.4 All duties or levies payable in connection with this agreement or the monies payable under this agreement; and
- 3.5 Interest at the rate of two per cent (2%) per calendar month on all monies due and owing from the date they became due until the date of payment.
- 3.6 All International, premium rate and roaming call charges.
- 3.7 Stamp duty is payable on the rental component of the charge & levied at the appropriate state legislated rate.
- 3.8 Calls per minute to UK, New Zealand \$1.89. USA, Canada, Ireland, South Africa \$1.99. Japan \$2.75(excl GST) Please enquire for rates to other countries.

4. PAYMENT

- 4.1 If the Customer should pay to the Owner a security deposit in the amount set out on the front of this agreement as security for payment of all monies payable under this agreement. The Customer agrees that the Owner is hereby authorised to deduct from the security deposit all monies due and payable under this agreement if not paid on the due date thereof.
- 4.2 All monies payable hereunder shall be payable on demand.
- 4.3 In the event that the Owner accepts from the Customer a credit card number for the purposes of charging all monies payable hereunder to that credit card, the Owner is hereby irrevocably authorised to lodge same with the credit provider for payment at the time when monies are due and payable hereunder.
- 4.4 In the event that the Owner extends credit to the Customer, the Customer shall pay all monies due and payable under this agreement within fourteen (14) days of receipt of an invoice.
- 4.5 In the event that the Customer directs the Owner to recover or charge all monies payable under this agreement to another person or entity (including without limitation a credit provider) and such monies are not paid within fourteen (14) days of such request, the Customer shall be personally liable for all monies payable under this agreement. The person who collects the Equipment will always be specified as the Customer. The company can be nominated as the person whom the Customer wishes to pay the charges in which event the Customer hereby guarantees the payments by the company of such charges.
- 4.6 In the event that the customer defaults in payment for rental charges, airtime or goods, then the owner shall be entitled to hand this debt over to a third party for collection. The owner would also be entitled to calculate interest as per (clause 3.5) on the outstanding balance. All legal and recovery costs would also be added onto the outstanding balance.

5. CUSTOMER'S ACKNOWLEDGMENTS

- 5.1 The Customer acknowledges that the Customer has inspected the Equipment prior to signing this agreement and that the Equipment is in good working order and condition. The Customer acknowledges that the Customer was given an opportunity to reject the Equipment and obtain another if it was not in good working order and condition.
- 5.2 The Customer acknowledges that the Equipment is the property of the Owner and this agreement does not give the Customer any interest whatsoever in the Equipment other than the limited right to use the Equipment for the period on the terms and conditions set out herein. The Customer acknowledges that the Customer has the right to use the Equipment as bailee for reward only and shall be strictly liable to the Owner for any damage or loss caused to or by the Equipment for any reason whatsoever.
- 5.3 The Customer acknowledges that the Equipment can only operate in the areas or to the extent of the mobile telephone network to which it is linked or has access.
- 5.4 Roaming-roaming charges commence when a client leaves Australian shores and enters another country. These rates are not determined by us and vary according to the country a client is travelling in as well as the various networks that a client may roam on. All incoming calls are chargeable and for clients account. International roaming and Local roaming calls attract higher call charges.

6. DAMAGE OR LOSS

- 6.1 In the event that the Equipment malfunctions and becomes inoperable during the

Period, the Customer shall forthwith return the Equipment to the Owner who shall repair or replace the Equipment for the remainder of the Period at the cost of the Owner provided that no such malfunction or damage to the Equipment was caused by the Customer.

- 6.2 The Customer shall not attempt to repair or tamper with the Equipment in any way whatsoever.
- 6.3 If the customer wishes to effect insurance on the use of Equipment, then the Customer shall pay an insurance fee as set out on the cover sheet of this agreement and thus limit the liability of the Customer for costs, losses or damages as set out in clause 6 hereof.
- 6.4 Provided that the Customer has taken out insurance, then the Customers Liability for the handset loss or damages shall be limited to the excess as specified (point 8) on the front of the agreement.
- 6.5 Insurance shall only cover for loss or damage to the handset. Insurance shall not cover loss by water damage i.e rain, any liquid ingress, malicious damage or damage by misuse of the handset or by unauthorised modification of the equipment whilst in the care of the Hirer. Insurance does not cover theft from an unattended Motor Vehicle or Premise nor theft due to Handset being left in a taxi, bus etc.
- 6.6 In the event of a claim by the Hirer, the Hirer must immediately report loss to Vodafone rental in order to activate call barring on sim card. Hirer must complete claim form as well as reporting incident to the police and obtaining police case no.

7. INDEMNITY

The Customer hereby indemnifies and agrees to keep the Owner indemnified against all costs, losses, damages, claims, actions or causes of action howsoever suffered by or made against the Owner as a direct or indirect result of the use of the Equipment by the Customer.

8. TERMINATION BY OWNER

- 8.1 The Owner shall be entitled to terminate this agreement by notice in writing to the Customer in the event that:
 - 8.1.1 the customer fails to observe or breaches any provision of this agreement or does anything which in any way prejudices the right of the Owner in and to the Equipment, or
 - 8.1.2 the Customer becomes insolvent or bankrupt or makes an arrangement or compromise with his creditors or in the case of a company an order is made or a resolution is passed for the winding up of the company or a receiver or receiver and manager is appointed to any of the assets of the company.
 - 8.1.3 The sim card becomes inactive for a period exceeding 60 days.
- 8.2 In the event of termination of this agreement by the Owner, then without prejudice to any rights or remedies of the Owner at law or in equity, the Owner shall be entitled to:
 - 8.2.1 disconnect the Equipment from the mobile telephone network to which it is linked or has access and in such circumstances the Customer shall be liable for any reconnection fee which may become payable; and
 - 8.2.2 enter into or upon any premises where the Equipment may be located for the purpose of repossessing the Equipment and in such circumstances, the Customer indemnifies the Owner against any damage caused (including trespass) while repossessing the Equipment.

9. MISCELLANEOUS

- 9.1 The only warranties given by the Owner are those implied by the Trade Practices Act 1974 or any other law which cannot be excluded. Nothing in the agreement shall be taken to exclude or limit such warranties or rights which cannot be so excluded or limited by statute. Where such laws permit the Owner's liability for a breach of any such implied condition of warranty, such liability shall be limited to replacement repair or re-supply only. In all other respects the Owner shall not be liable to the Customer or any other person for any reason whatsoever in respect of the use of the Equipment. Notwithstanding anything set out herein, the Customer acknowledges and agrees that the Owner shall not be liable for any consequential loss or damage in respect of any cause whatsoever.
- 9.2 Subject to 9.1 above, the Customer acknowledges that the Owner cannot give any warranty or make any statement or representation in regard to whether the Equipment is adequate for any specific use or purpose. The Customer warrants to the Owner that in relation to any such use or purpose, the Customer has sought and obtained adequate assurances from the manufacturer of the Equipment.
- 9.3 The Customer shall not assign its rights or obligations under this agreement or sublet or part with possession of the Equipment for any reason whatsoever.
- 9.4 These conditions including the information on the front of this agreement represent the entire agreement between the Owner and the Customer in connection with the use of the Equipment. No variation of this agreement and no additional representation or warranties shall be included in this agreement nor shall any right of the Owner under this agreement be waived except in writing signed by a director or secretary of the Owner.
- 9.5 This agreement shall be governed by and construed in accordance with the laws in force in the State of New South Wales and the Owner and the Customer hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of the State. The Customer hereby expressly waives any right to object to any proceedings being brought in the courts of New South Wales because the venue is inconvenient, the courts lack jurisdiction or any other reason.
- 9.6 In the event that more than one Customer enters into this agreement, each Customer shall be jointly and/or severally liable for performance of the obligations contained herein.
- 9.7 The Customer will be charged for the Equipment at the daily/weekly/monthly rate as specified until the Equipment has been returned or until the Owner has been notified in writing by the Customer that the Equipment needs to be picked up.
- 9.8 No penalty rates will be charged should the Customer reduce the nominated Period set out on the front page of this agreement but in such event the Owner may vary the daily rate applied. Similarly, should the Customer extend the rental Period, this may also alter the daily rate applied.