

Explorer 700 BGAN terminal Satellite Rental Agreement

Renter:

Full Company Name if business
Individual's name if private hire

{{_es_signer_company}}

Rental Rates

Minimum rental charge 1 week

Rentals cannot start on a weekend or public holiday.

Any reservations starting or ending on a weekend or public holiday will be treated as if the next business day had been selected

Less than 21 days £30 / day
More 21 days £900 per calendar month

Verified Email: *{{_es_signer_email}}*

If BUSINESS HIRE

Company registration number

{{conumber_es_signer}}

Country of company registration

{{cocountry_es_signer}}

If an unincorporated business renting, please state the type of business the company registration number box (e.g. sole trader, partnership etc..) and provide details if the proprietor/partners names and home addresses by email to support@callmonitor.com quoting your booking confirmation number

Late return surcharge*

£35 per day

Data charge

Standard Data £7 per Megabyte Streaming: 32kbps - £3 per min 64kbps - £5 per min 128kbps - £10 per min 256kbps - £15 per min 384kbps - £22.50 per min
--

Voice Call rate (standard voice)
high quality audio charged at a higher rate

£1.20 per minute
Calls to other satphone £7 per minute

Data charge

Standard Data £7 per Megabyte Streaming: 32kbps - £3 per min 64kbps - £5 per min 128kbps - £10 per min 256kbps - £15 per min
--

Delivery/Return charge
each way

£15.00 standard
£30.00 same day
in Central London
£40.00 EU mainland

Replacement costs

BGAN terminal	£3000
Mains Supply	£150
Battery	£150
Waterproof Case	£200
Travel Adapter	£25
Networking Cable	£25
Hard carry case	£200

All charges subject to UK VAT

All charges subject to UK VAT

Key points

I authorise that a deposit of £3000 + VAT should be debited against the given credit card, that all quoted charges should be deducted from this deposit. That any quoted charges that exceed this deposit should also be deducted against this credit card. Callmonitor Ltd may pass copies of my itemised bills to my credit card company in the event of an invoice being challenged. PLEASE NOTE: Any unspent proportion of the deposit will be refunded to the same credit card after the return of the rental equipment and production of final rental bill (takes up to 45 days after the end of rental)

The Renter understand this Agreement is subject to status and to Callmonitor Limited's rental terms printed overleaf, which I agree to. I am over 18 years of age. I (we) agree to pay rental charges, call charges and any charges for other services at the rates quoted above. I agree to be held personally liable in the event that the company or organisation for whom, the equipment is hired fails to pay any outstanding charges as and when they become due.

I will check the handset is in good order on delivery and understand that I must notify Callmonitor within 2 hours of receipt if this is not the case. I will make a test call from the handset before travelling to ensure proper operation and familiarity with how the service performs. In the event of equipment failure I understand Callmonitor will only arrange to swap the equipment at a UK mainland address. I understand calls are charged by the minute.

We will deliver the handset to you on the Rental Start Date. Rentals cannot start on a weekend or English public holiday. Any reservations where the requested start or end is on a weekend or public holiday, will be treated as if the next business day had been selected. The handset and all accessories must be returned to us the working day following the Rental End Date. If you wish our courier to collect the equipment at the end of the rental you must telephone us once the equipment is ready for collection. Rental dates may be extended with at least three working days notice, prior to the Rental End Date by emailing support@callmonitor.com. Late returns will be subject to the Late Return Daily Charge detailed above in addition to the normal rental charges.

Customer agrees to abide by all of the current regulations in effect in countries where the equipment may be used, including the purchase of all required licenses. Callmonitor Ltd cannot be held responsible for any operational restrictions, customs, license or permit fees required for operation in the destination country. In addition, Callmonitor Ltd holds no responsibility for fines associated with terminal seizure nor for legal implications of using satellite communications equipment in countries or territories where it is prohibited. Customers are recommended to contact the Embassy or Trade Commission of the destination country, prior to entry into any country.

Satellite Rental Agreement Terms and Conditions

1. Definitions: In these terms and conditions the following expressions shall have the following meanings:

Callmonitor	Callmonitor Limited
Customer	The customer named on the Satellite Rental Agreement
Hire Equipment	The communications equipment and associated accessories detailed overleaf
Satellite Rental Agreement	The Satellite Rental Agreement overleaf subject to these Conditions of Hire.
Hire Charges	The charge shown on the Satellite Rental Service Agreement overleaf that the Customer will be charged for the use of the Hire Equipment and for line rental.
Call Charges	The charges per unit of time at the rates set out on the Satellite Rental Service Agreement overleaf which the Customer will be charged according to the use of the satellite telephone network.
Charges	The Hire Charges, the Call Charges and any other charges for the service in accordance with the Satellite Rental Agreement overleaf.

2. Agreement for Rental: Where the customer has not signed this Satellite Rental Service Agreement, the details set out overleaf and these terms and conditions shall apply to the rental of any Equipment by Callmonitor to the Customer unless the Customer notifies Callmonitor within 24 hours of receipt of this the Satellite Rental Service Agreement.

3. Commencement of Hire, Payment and Billing:

- 3.1 Callmonitor will deliver the Hire Equipment at its own risk to the Customer at the address shown overleaf.
- 3.2 Callmonitor will use all reasonable endeavours to deliver the Hire Equipment before or on the hire period start date but shall not incur any liability to the Customer in the event of any delay caused by circumstances beyond its control.
- 3.3 The initial deposit shown on the Satellite Rental Agreement overleaf and subsequent Charges are payable by the accepted credit or charge card provided by the Customer for this purpose at the time of placing the order with Callmonitor unless otherwise agreed in writing by Callmonitor. The same credit or charge card may be automatically debited on further occasions by Callmonitor without notice to the Customer if total Call Charges at any time exceed the initial deposit, or the sum of all deposits held in respect of this Satellite Rental Agreement.
- 3.4 Charges are due every 28 days or at the end of the hire period (which ever is sooner).
- 3.5 In the event of late payment, Callmonitor shall be entitled to charge interest until the date of payment at the rate of 2% above the base rate of Barclays Bank PLC from time to time.
- 3.6 Charges shown overleaf are exclusive of VAT which shall be added at the applicable rate to all monies due under this Satellite Rental Agreement. Any monies remaining in respect of the deposit shall be repaid to the Customer, less Charges due, within 30 days from the return of the Hire Equipment, this period of 30 days being required in order that Callmonitor may receive details of all Call Charges.
- 3.7 If the Hire Equipment is returned by the Customer incomplete or damaged then Callmonitor may at its discretion retain some or all of the Deposit without prejudice to any other right or remedy it may have against the Customer.

4. Use of Hire Equipment

- 4.1 Upon delivery Callmonitor will provide the Customer with an instruction leaflet on the use of the Hire Equipment.
- 4.2 The Customer agrees to use the Hire Equipment in a careful and proper manner in accordance with the instructions provided.
- 4.3 The Customer hereby undertakes not to:
 - 4.3.1 effect any repairs or modifications to the Hire Equipment;
 - 4.3.2 remove or interfere with any identification marks affixed to the Hire Equipment;
 - 4.3.3 Deface or add to the Hire Equipment;
 - 4.3.4 Sub-let or allow the use of the Hire Equipment by any third party.

5. Repairs

- 5.1 If the Hire Equipment is not in working order when delivered or subsequently breaks down the Customer will notify Callmonitor immediately.
- 5.2 Callmonitor will repair or replace the Hire Equipment as soon as possible after it has been notified of the problem and provided that the Customer is not in breach of these Conditions of Hire Callmonitor will provide the Customer with the same or similar Hire Equipment as soon as possible for the remainder of the hire period.
- 5.3 If Callmonitor finds that the Hire Equipment reported as faulty is in good working order then the Customer will pay the cost of collection and delivery of the replacement Hire Equipment.

6. Liability

- 6.1 Callmonitor warrants that the Hire Equipment will be in good working order when it is despatched to the Customer but cannot be responsible for the performance of the Hire Equipment or the operation of the satellite telephone network or any other network to which it is connected.
- 6.2 The Customer acknowledges that satellite networks are only a general aid to communication and except as provided under 6.1 Callmonitor does not hire the Hire Equipment subject to any conditions or warranty express implied or statutory in connection with the fitness of the Hire Equipment for use in any particular location and any such conditions and warranties are hereby expressly excluded.
- 6.3 The Customer shall be solely responsible for loss or misuse of the Hire Equipment in breach of condition 4 or otherwise arising howsoever.
- 6.4 Nothing in this clause shall affect the Customer's statutory rights or exclude any liability which may not be excluded under any statute but subject thereto Callmonitor will not be responsible for any liability claim, loss, damage or expense of any kind whether direct, indirect or consequential caused by the Hire Equipment or the failure of the Hire Equipment to operate correctly or at all.

7. Ownership

- 7.1 The Hire Equipment shall at all times remain the property of Callmonitor and the Customer shall have no rights to the Hire Equipment or to the mobile number to which it is connected except for use in accordance with this Satellite Rental Agreement.

8. Termination & Suspension

- 8.1 Unless otherwise agreed with Callmonitor the Customer shall return the Hire Equipment to Callmonitor at the end of the hire period in good working order and in the same condition as when originally delivered to the Customer.
- 8.2 If the Customer commits a breach of these Conditions of Hire then Callmonitor may repossess the Hire Equipment without being obliged to repay any portion of the Charges.
- 8.3 Should the Customer retain the Hire Equipment supplied under this Satellite Rental Agreement for more than ninety days from the start of the hire period, a new Satellite Rental Agreement will be deemed to have been made, but not signed, upon each 90 day anniversary of the original Satellite Rental Agreement, under the provision of clause 2.
- 8.4 Callmonitor reserves the right to charge an administration fee to cover any expenses incurred in arranging for the provision of Hire Equipment where the Customer cancels an order previously received by Callmonitor and acted upon in good faith.
- 8.5 Callmonitor shall without prejudice to any other claims or remedies which it may have against the Customer have the right to terminate this Satellite Rental Agreement and disconnect the Hire Equipment from the satellite telephone network to which it is connected upon the happening of any one of the following events:
 - 8.5.1 if Callmonitor for whatever reason is unable to maintain the Hire Equipment live on the satellite telephone network to which it was connected at the start of the hire period;
 - 8.5.2 if payment of the Charges is not made on the due date including the payment of additional deposits required in respect of Call Charges (clause 3.3);
 - 8.5.3 if the Customer commits a breach of this Satellite Rental Agreement or if any information supplied by the Customer to Callmonitor is false or misleading.
 - 8.5.4 if the Customer does not use the Hire Equipment to make outgoing calls for a period of 30 days or more.
- 8.6 Callmonitor may from time to time without notice or liability at its absolute discretion suspend the use of the Hire Equipment on the satellite telephone network to which it is connected during any technical failure, improvement, modification, change maintenance of any part of the satellite telephone network or related service

9. Force Majeure

- 9.1 Callmonitor shall not be liable for any breach of this Satellite Rental Agreement if and to the extent that such breach arises as a result of any act of God, governmental or other administrative act or omission, sabotage, riot, explosion, controls, restrictions, prohibition or other acts of any local or national government or industrial disputes of any kind.

10. Assignment

This Satellite Rental Agreement shall not be assigned by the Customer without the written consent of Callmonitor. Callmonitor may at any time assign this Satellite Rental Agreement to any third party.

11. Miscellaneous

11.1 Waiver

No delay, neglect or forbearance on the part of Callmonitor in enforcing any provision of this Satellite Rental Agreement shall be deemed to be a waiver or create a precedent or in any way prejudice Callmonitor's rights under this Satellite Rental Agreement.

11.2 Validity of Conditions

Where there is a conflict between this Satellite Rental Agreement and any other conditions mentioned in or printed on any correspondence exchanged between parties this Satellite Rental Agreement will prevail. Any descriptions and illustrations contained in publicity material do not form part of this Satellite Rental Agreement.

11.3 Severability

If any non-fundamental provisions of this Satellite Rental Agreement shall be void, illegal, unenforceable or conflict with any statute, the validity and enforceability of the remaining provisions shall not be effected thereby.

11.4 Interpretation

References in this Satellite Rental Agreement to persons shall include bodies corporate, unincorporated associations and partnerships. References to the singular shall include the plural and vice versa.

11.5 Law

The construction, validity and performance of this Satellite Rental Agreement shall be governed by the laws of England and shall be subject to the non-exclusive jurisdiction of the English Courts.

12. Location And Use

Customer agrees to abide by all of the current regulations in effect in countries where the equipment may be used, including the purchase of all required licenses. Callmonitor Ltd cannot be held responsible for any operational restrictions, customs, license or permit fees required for operation in the destination country. In addition, Callmonitor Ltd holds no responsibility for fines associated with terminal seizure nor for legal ramifications of using satellite communications equipment in countries where it is prohibited. Customers are recommended to contact the Embassy or Trade Commission of the destination country, prior to entry into that country.

{{_es_signer_signatureblock}}