

LIFERAFTS SOUTH PACIFIC LTD

1/185 Montgomerie Road, Airport Oaks, Mangere, Auckland 2022
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LIFERAFT HIRE AGREEMENT

Terms and Conditions of Hire

This Agreement is entered into between Liferafts South Pacific Ltd ("LSP", "we", "us") and the person or entity named below as Hirer ("you"). By taking possession of the Equipment, you agree to be bound by these terms and conditions in full.

1. DEFINITIONS

- 1.1 "Agreement" means this Liferaft Hire Agreement including all schedules and attachments.
- 1.2 "Equipment" means the inflatable liferaft and any associated accessories (hydrostatic release unit, painter line, grab bag if supplied) listed in the Equipment Details section of this Agreement.
- 1.3 "Hire Period" means the period commencing on the Hire Commencement date and ending on the Hire Expiry date set out in the Equipment Details section.
- 1.4 "Hire Fee" means the amount payable for the Hire Period as set out in the Equipment Details section, inclusive of GST at 15%.
- 1.5 "Deposit" means the refundable security deposit paid by you to LSP as set out in clause 3 and the Equipment Details section.
- 1.6 "Deployment" means activation of the Equipment for any reason, including accidental activation, whether or not an emergency situation existed.
- 1.7 "Replacement Cost" means the full cost to LSP of supplying a new equivalent certified liferaft and any accessories, plus any freight, importation, and recertification costs.
- 1.8 "GST" means Goods and Services Tax at 15% as required under the Goods and Services Tax Act 1985 (NZ).

2. HIRE OF EQUIPMENT

- 2.1 LSP agrees to hire the Equipment to you for the Hire Period on the terms set out in this Agreement.
- 2.2 The Equipment remains the property of LSP at all times. You acquire no ownership interest in the Equipment.
- 2.3 Hire is approved for use within New Zealand territorial waters and, where agreed in writing by LSP in advance, for offshore passages. The Equipment must not be used outside the intended voyage or passage stated at the time of booking without prior written consent from LSP.
- 2.4 The Hire Period cannot be extended without LSP's prior written consent. If the Equipment is not returned by the Hire Expiry date, additional daily hire charges will be applied at LSP's then-current daily rate until the Equipment is returned.

3. HIRE FEE AND DEPOSIT

- 3.1 The Hire Fee is payable in full prior to collection of the Equipment. No Equipment will be released until the Hire Fee and Deposit have both been received and cleared.
- 3.2 You must pay a refundable security deposit of NZ\$1,000.00 plus GST (NZ\$1,150.00 incl. GST) at the time of booking. The Deposit will be refunded within 5 business days of the Equipment being returned to LSP in satisfactory condition, subject to the deductions set out in clause 6.

⚠ IMPORTANT — LIABILITY BEYOND THE DEPOSIT: The Deposit of \$1,150 incl. GST does not represent the maximum value of your liability under this Agreement. If the Equipment is deployed, lost, or damaged beyond repair, you remain personally liable for the full Replacement Cost of the Equipment, which may substantially exceed the Deposit. The Deposit will be applied against any amount owing, and any balance will be invoiced to you and must be paid on drop off.

- 3.3** LSP accepts payment by credit card, bank transfer (MYOB account details on invoice), or other method as agreed at time of booking.
- 3.4** The Hire Fee is non-refundable once the Hire Period has commenced. If you cancel more than 48 hours before the agreed commencement date, the Hire Fee (but not the Deposit) will be refunded in full. Cancellations within 48 hours of the commencement date will forfeit the Hire Fee.

4. CONDITION OF EQUIPMENT AT COLLECTION

- 4.1** LSP will provide the Equipment in a serviceable, certified condition. At the time of collection, you must inspect the Equipment and sign a Condition Report confirming you are satisfied with its condition. Any pre-existing damage must be noted on the Condition Report at that time.
- 4.2** By taking possession of the Equipment, you confirm that it has been provided in a satisfactory condition and is fit for the intended purpose.
- 4.3** Risk of loss, damage or deterioration of the Equipment passes to you upon collection and remains with you until the Equipment is returned to and accepted by LSP.

5. HIRER'S OBLIGATIONS

5.1 You must:

- (a) Keep the Equipment secure and protected from unnecessary risk, theft, or damage;
- (b) Store and transport the Equipment in its original canister or valise, upright and in accordance with the manufacturer's instructions;
- (c) Ensure the Equipment is accessible and properly mounted or secured while on board;
- (d) Not tamper with, modify, or attempt to service, repack, or inspect the interior of the Equipment;
- (e) Not sub-hire, loan, or transfer the Equipment to any third party without LSP's prior written consent;
- (f) Notify LSP immediately if the Equipment is lost, stolen, damaged, or deployed;
- (g) Return the Equipment to LSP's premises at 1/185 Montgomerie Road, Airport Oaks, Mangere, Auckland by the Hire Expiry date;
- (h) Comply with all applicable Maritime New Zealand regulations and relevant legislation.

5.2 You must not use the Equipment for any purpose other than as a life-saving appliance on a vessel.

5.3 You acknowledge that certified marine safety equipment such as a liferaft is intended for genuine emergency use only. Any use, deployment, or activation for purposes other than a genuine emergency at sea, or any accidental or negligent activation, will result in you being liable for the full Replacement Cost in accordance with clause 6.

6. LOSS, DAMAGE, DEPLOYMENT AND NON-RETURN

6.1 If the Equipment is deployed for any reason during the Hire Period:

⚠ A deployed liferaft cannot be returned to service. You will be liable for the full Replacement Cost of the Equipment regardless of the circumstances of the Deployment, including where the Deployment was accidental or caused by a third party. This is a strict liability obligation.

- 6.2** If the Equipment is lost, stolen, or not returned to LSP within 7 days of the Hire Expiry date, you will be liable for the full Replacement Cost.
- 6.3** If the Equipment is returned with damage (other than fair wear and tear), you will be liable for the full cost of repair or replacement at LSP's discretion.
- 6.4** In all cases above, the Deposit will be applied against the amount owing. If the Deposit is insufficient to cover the full liability, LSP will invoice you for the balance and payment must be made at last day of hire.
- 6.5** LSP reserves the right to recover all costs associated with enforcement of this clause, including debt collection costs and legal fees.

7. INSURANCE

- 7.1** LSP does not provide insurance for the Equipment or for third-party liability arising from its use. You are strongly recommended to arrange appropriate marine insurance covering the hired Equipment during the Hire Period.
- 7.2** LSP's insurance does not cover loss, damage, or liability arising out of the Equipment being in your possession or use.
- 7.3** The existence (or absence) of insurance on your part does not limit your liability to LSP under this Agreement.

8. LIMITATION OF LIABILITY

- 8.1** To the maximum extent permitted by law, LSP's total liability to you under or in connection with this Agreement (including for any negligence) is limited to the amount of the Hire Fee paid by you.
- 8.2** LSP is not liable for any consequential, indirect, or special loss or damage, including loss of voyage, loss of passage time, or costs incurred due to Equipment unavailability.
- 8.3** Nothing in this clause limits LSP's liability under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986 to the extent those Acts apply.

9. INDEMNITY

- 9.1** You indemnify and hold harmless LSP, its directors, employees, and agents from and against any loss, claim, damage, cost, or liability (including legal costs on a solicitor-client basis) arising directly or indirectly from:
- (a) Your use of the Equipment;
 - (b) Any breach of this Agreement by you;
 - (c) Any act or omission by you or any person using the Equipment with your permission;
 - (d) Any Deployment of the Equipment during the Hire Period.

10. TERMINATION

- 10.1** LSP may terminate this Agreement immediately and require the return of the Equipment if:
- (a) You breach any material term of this Agreement and fail to remedy the breach within 24 hours of written notice;
 - (b) You become insolvent, bankrupt, or enter receivership or liquidation;
 - (c) LSP reasonably believes the Equipment is at risk of loss, damage, or misuse.
- 10.2** On termination, all amounts owing by you under this Agreement become immediately due and payable. The Deposit will be applied against any amounts owing.

11. RETURN OF EQUIPMENT

- 11.1** You must return the Equipment to LSP's premises at 1/185 Montgomerie Road, Airport Oaks, Mangere, Auckland, during normal business hours (Monday–Friday 8:00am–5:00pm), by the Hire Expiry date.
- 11.2** If return by the Hire Expiry date is impossible due to weather, safety, or other genuine emergency, you must notify LSP as soon as practicable and arrange the earliest possible return.
- 11.3** LSP will inspect the Equipment upon return and issue a Condition Report. Any deductions from the Deposit will be confirmed in writing within 5 business days of return.
- 11.4** The Deposit will be refunded (less any deductions) by bank transfer within 5 business days of LSP confirming the Equipment has been returned in satisfactory condition.

12. GENERAL

- 12.1** Governing law: This Agreement is governed by the laws of New Zealand. Any dispute arising under this Agreement will be subject to the non-exclusive jurisdiction of the New Zealand courts.
- 12.2** Entire agreement: This Agreement constitutes the entire agreement between the parties in relation to the hire of the Equipment and supersedes all prior representations, discussions, or agreements.
- 12.3** Amendments: No variation of this Agreement is effective unless agreed in writing and signed by both parties.

- 12.4 Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions continue in full force and effect.
- 12.5 Waiver:** A failure or delay by LSP to exercise any right under this Agreement does not constitute a waiver of that right.
- 12.6 Consumer legislation:** If you are a consumer (acquiring the Equipment for personal, domestic, or household use), nothing in this Agreement is intended to limit your rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

SIGNATURES

Both parties confirm they have read and agree to the terms of this Lifteraft Hire Agreement.

HIRER NAME: _____	DATE: _____
ADDRESS: _____	PHONE: _____
EMAIL: _____	VESSEL: _____
SIGNATURE: _____	DATE: _____
FOR LIFERAFTS SOUTH PACIFIC LTD	
AUTHORISED BY: _____	DATE: _____
EQUIPMENT DETAILS	
LIFERAFT MODEL / SIZE: _____	SERIAL NUMBER: _____
CERTIFICATION NUMBER: _____	NEXT SERVICE DUE: _____
HIRE COMMENCEMENT: _____	HIRE EXPIRY: _____
HIRE FEE PAID (incl. GST): _____	DEPOSIT PAID (incl. GST): _____