

# Parent/Guardian PLB Hire Agreement

Parks and Wildlife Service

Hire Rate: \$40 per week - inclusive of GST (7 day increments or part thereof)

**NO REFUNDS available.**

PLB NO. \_\_\_\_\_

Test:

Update Sys.

## HIRE PERIOD:

Date Hired (From)	___/___/___	Return Date (To)	___/___/___	Hire Period	___ week(s)	Fee \$_____
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## HIRE DETAILS: (Please complete all boxes fully)

Activity: (eg. Bushwalking)		
Location/s: (if more than one, give details and dates, eg Overland Tk 1-6/1, South Coast Tk 7-16/1)		
Party Size: <i>Adults</i> -	<i>Children</i> -	Age of walkers:

## CONTACT DETAILS:

Type of Photo ID presented: (eg. Licence, Passport)	Licence or Passport No.	
Full Name (in block letters):		
Address:		
City/Town:	State:	Postcode:
Mobile Phone:	Satellite Phone:	Email:

## EMERGENCY CONTACTS: MUST PROVIDE 2.

These people should be contactable 24/7\* and have detailed information of your equipment and intentions for the duration of your trip. These people should also have details about your vehicle, if used - make, colour, registration number, where left.

1. Last Name (in block letters):	First Name:	
*Phone:	*(Mobile):	Email:
2. Last Name (in block letters):	First Name:	
*Phone:	*(Mobile):	Email:

I, (Hirer's name) .....agree to hire the PLB referred to above from the Crown in Right of Tasmania represented by the Parks and Wildlife Service (the Crown) and acknowledge that:

I have read and understood the HIRE CONDITIONS and RELEASE & INDEMNITY (see information over) and agree to comply with all my obligations therein contained.

**PLB's ARE TO BE ACTIVATED ONLY IF SOMEONE'S LIFE IS IN GRAVE OR IMMINENT DANGER.**

SIGNATURE of HIRER: ..... DATE: .....

I/WE \_\_\_\_\_ being the parents/guardians of the Hirer hereby acknowledge:

1.....I/we have read and understood the HIRE CONDITIONS & RELEASE AND INDEMNITY (see information over);

2..... I/we are aware of the risks and obligations set out in the HIRE CONDITIONS & RELEASE & INDEMNITY;

3.....I/we consent to the hiring of the PLB referred to above;

4.....I/we acknowledge that the Hirer is bound by and subject to the HIRE CONDITIONS and RELEASE & INDEMNITY and is only to activate the PLB if someone's life is in grave or imminent danger; and

5.....In consideration of the Hirer being hired the PLB referred to above I/we hereby indemnify and release the Crown in Right of Tasmania as represented by the Parks and Wildlife Service in the same manner and to the same effect as if I/we were the Hirer and agree to personally accept all terms and conditions and obligations set out above and in the HIRE CONDITIONS and RELEASE & INDEMNITY including without limitation the release & indemnity set out in clauses 6 and 7 of the HIRE CONDITIONS and RELEASE & INDEMNITY.

PARENT/GUARDIAN: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT/GUARDIAN: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

## CREDIT CARD DETAILS: (Required in case PLB is damaged or lost - per Hire Conditions & Release and Indemnity # 3)

Card Type: <input type="checkbox"/> Master Card <input type="checkbox"/> VISA	Expiry Date of Card: ___/___/___
Card Number: _____/_____/_____	
Name on Card: .....	Signed: .....

## HIRE CONDITIONS and RELEASE & INDEMNITY

### PLB – Personal Locator Beacon

PLB's are not a substitute for being well prepared for Tasmanian conditions. When planning your trip, make sure your skills, experience and ability are suited to the conditions you may encounter.

**EMERGENCY USE ONLY** - The beacon should only be used if **someone's life is in grave and imminent danger**. The 406MHz Distress Beacon will be detected by the Cospas-Sarsat satellite System via the 406 MHz frequency and for homing purposes the aviation distress frequency of 121.5 MHz. The Distress Signal is relayed to the Australian Maritime Safety Authority (AMSA) Rescue Coordination Centre (RCC) for the Search and Rescue Coordination. A Distress Beacon with GPS is usually detected by the RCC and position location known within minutes. Even once a position is obtained, response time then depend on the time for a search and rescue (SAR) unit, such as a helicopter, aircraft or ground party to be readied and transit to the search area. The time of day or night, the weather situation, your location and availability of resources will determine the rescue time. Make sure that you are adequately prepared to survive in the meantime.

PLB's cannot guarantee a person's safety. They must be operated strictly in accordance with instructions. The 406 MHz Distress Beacon signal will only be detected when the satellite is in a direct line of sight. The satellite position report of the PLB distress signal can only be determined to within approximately 120mtrs. To further narrow the search area, a plane, helicopter or ground party must be available & weather must be suitable to enable access into the area. Use of planes, helicopters, & ground parties in Tasmania is limited by prevailing mountain weather conditions.

The rescuers may have difficulty locating you so make sure: (1) you activate the beacon as detailed on the back of the unit - and leave it on; and (2) the beacon is in the open and clear of solid obstructions as much as possible.

Hiking, walking, skiing or otherwise journeying through backcountry and remote bush land areas can be hazardous. The information provided on this form, including the proposed route of the trip, the equipment taken and expected return time, will not necessarily be reviewed by any officer of the National Parks and Wildlife Service (PWS) or by any other person, except in the case of the PWS being notified of an emergency.

**FALSE ALERTS** - If the beacon is accidentally activated, switch off immediately using the instructions on the unit. You may be taking vital rescue resources away from other life threatening emergencies. Please note that penalties may be imposed for improper use and activation of PLB's, under Commonwealth legislation. Contact AUSSAR on 1800 641 792 as soon as possible.

- 1. Hire Rate:** The PLB is hired in week-long (7 day) blocks at a rate of \$40 per week (eg. 1 week or less \$40); (8-14 days \$80). If GST is imposed on the hire fee then the Hirer must pay the amount of GST at the same time as paying the hire fee.
- 2. The PLB is to be returned** to the PWS location or Service Tasmania shop stated on this form by 5pm on the nominated Return Date.
- 3. Damage to the PLB:** The Hirer must take good and responsible care of the PLB and not use it for anything it is not intended for. A \$300.00 fee will be payable if the PLB is returned with the 'safety seal' broken by any means other than for an emergency situation. If the unit is physically damaged beyond repair, or is lost, the Hirer must pay the full value of up to \$550.00 for the unit. These charges will be placed on the credit card supplied on this form, **the form will be destroyed when the unit is returned.**
4. By taking delivery of the PLB, the Hirer acknowledges that it is in first class working condition. The Hirer waives all present and future rights to sue the Crown for damages that the Hirer has suffered, or may suffer, or for a 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 PLB before the Hirer returns it. The Hirer indemnifies the Crown against any legal liability, loss, claim or proceedings for personal injury either to the Hirer or a third party arising from use of the PLB.
5. The Hirer agrees to use the PLB at the Hirer's risk and further agrees that the Crown makes no representations as to the adequacy or effectiveness of the PLB.
6. The Hirer waives all present and future rights to claim against the Crown for personal injury to, or death of, the Hirer, or loss or damage to any of the Hirer's property, or for financial loss to the Hirer, arising from the possession or use of the PLB.
7. The Hirer indemnifies the Crown 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 possession or use of the PLB.
- 8. No refunds** - Refund of the hire fee will not be provided – even where the PLB is not used due to bad weather, change of plans or sickness.

**HIRERS ARE TO ENSURE THAT DETAILS OF THEIR TRIP AND COMPREHENSIVE EQUIPMENT LIST ARE LEFT WITH THE NOMINATED CONTACT PERSONS.**

Personal information collected from you will only be used for the purposes of administering the PLB booking/hiring service. Failure to provide information requested may result in your application not being able to be processed or the service not being able to be provided. Information provided may be disclosed to other relevant public sector bodies where necessary. Personal information will be managed in accordance with the *Personal Information Protection Act 2004* and may be accessed by the individual to whom it relates on request to the Parks and Wildlife Service. You may be charged a fee for this service.