

# SatNav2Go.com Booking Confirmation

## Terms and Conditions

### 1. Definitions:

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

SatNav2Go.com	SatNav2Go (UK) Limited
Customer	The customer named in the SatNav2Go.com Booking Confirmation
Hire Equipment	The portable satellite navigation equipment and associated accessories
SatNav2Go.com Rental Agreement	The SatNav2Go.com Booking Confirmation subject to these Conditions of Hire
Hire Charges	The charge shown in the SatNav2Go.com Booking Confirmation that the Customer will be charged for the use of the Hire Equipment
Charges	The Hire Charges, the deposit and any other charges for the service in accordance with the SatNav2Go.com Booking Confirmation.

### 2. Agreement for Rental:

- 2.1. The details set out in the SatNav2Go.com Booking Confirmation and these terms and conditions shall apply to the rental of any Hire Equipment by SatNav2Go.com to the Customer unless the Customer notifies SatNav2Go.com within 24 hours of receipt of the SatNav2Go.com Booking Confirmation.

### 3. Commencement of Hire, Payment and Billing:

- 3.1. SatNav2Go.com will deliver the Hire Equipment at its own risk to the Customer at the agreed pick-up location.
- 3.2. SatNav2Go.com 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 deposit shown on the SatNav2Go.com Booking Confirmation and subsequent Charges are payable to the SatNav2Go.com Account unless otherwise agreed in writing by SatNav2Go.com.
- 3.4. Charges are due at the time of booking.
- 3.5. If the Hire Equipment is not returned on the agreed date SatNav2Go.com shall be entitled to charge the published daily rate that applies to overdue rentals for each additional day.
- 3.6. In the event of late payment, SatNav2Go.com shall be entitled to charge interest until the date of payment at the rate of 2% above the base rate of HSBC from time to time.
- 3.7. Any monies remaining in respect of the deposit shall be repaid to the Customer, less Charges due, within 10 days from the return of the Hire Equipment, this period of 10 days being required in order that SatNav2Go.com may confirm that the Hire Equipment has been returned in full working order.
- 3.8. If the Hire Equipment is returned by the Customer incomplete or damaged then SatNav2Go.com 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. SatNav2Go.com will provide the Customer with a User Guide explaining how to use 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:
- effect any repairs or modifications to the Hire Equipment;
  - remove or interfere with any identification marks affixed to the Hire Equipment;
  - Deface or add to the Hire Equipment;
  - Sell, sub-let or allow the use of the Hire Equipment by any third party.

- 4.4. If the Hire Equipment is stolen the Customer agrees to complete a SatNav2Go.com Problem Report with sufficient accuracy and completeness to provide a statement to the Police.
- 5. Repairs and Replacements**
- 5.1. If the Customer has not notified SatNav2Go.com that the Hire Equipment is not in working order within 2 hours of receiving the Hire Equipment then it will be assumed that the Hire Equipment is in good working order.
- 5.2. If the Hire Equipment subsequently breaks down the Customer will notify SatNav2Go.com within 2 hours of the breakdown.
- 5.3. SatNav2Go.com will repair or replace the Hire Equipment at an agreed UK location as soon as possible after it has been notified of the problem and provided that the Customer is not in breach of this SatNav2Go.com Rental Agreement will take all reasonable steps to provide the Customer with the same or similar Hire for the remainder of the hire period.
- 5.4. If SatNav2Go.com 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 will be added to the Charges.
- 6. Liability**
- 6.1. SatNav2Go.com warrants that the Hire Equipment will be in good working order when it is handed to the Customer but cannot be responsible for the performance of the Hire Equipment or the operation of the Global Positioning Satellites on which it depends.
- 6.2. The Customer acknowledges that Global Positioning Satellites are only a general aid to navigation and except as provided under 6.1 SatNav2Go.com 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 SatNav2Go.com 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 SatNav2Go.com and the Customer shall have no rights to the Hire Equipment except for use in accordance with this SatNav2Go.com Rental Agreement.
- 7.2. The programs and documentation provided by SatNav2Go.com are supplied to the Customer for use in accordance with the copyright and licence agreements of the Hire Equipment manufacturer.
- 7.3. No licences or rights are granted except as set forth in the manufacturers copyright and licence agreements.
- 7.4. The obligations in respect of the manufacturers copyright and licence agreements shall survive the termination of the SatNav2Go.com Rental Agreement.
- 8. Termination & Suspension**
- 8.1. Unless otherwise agreed with SatNav2Go.com the Customer shall return the Hire Equipment to SatNav2Go.com 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 SatNav2Go.com may repossess the Hire Equipment without being obliged to repay any portion of the Charges.
- 8.3. SatNav2Go.com shall without prejudice to any other claims or remedies which it may have against the Customer have the right to terminate this SatNav2Go.com Rental Agreement upon the happening of any one of the following events:
- a) if payment of the Charges are not made on the due date including the payment of additional deposits required in respect of Hire Charges (clause 3.3);
  - b) if the Customer commits a breach of this SatNav2Go.com Rental Agreement or if any information supplied by the Customer to SatNav2Go.com is false or misleading.
- 9. Force Majeure**
- 9.1. SatNav2Go.com shall not be liable for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: Act of God, governmental act, war, fire, flood, explosion, civil commotion or industrial dispute of a third party. Subject to SatNav2Go.com so promptly notifying the Customer in writing of the reason for the delay and likely duration of the delay, the performance of the SatNav2Go.com's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists.
- 10. Assignment**
- 10.1. The Customer may not and may not purport to assign the benefit of this SatNav2Go.com Rental Agreement or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of SatNav2Go.com, such consent not to be unreasonably withheld.

**11. Miscellaneous**

11.1. Waiver

The failure of SatNav2Go.com to enforce any of its remedies on any one occasion shall not prejudice its rights to enforce a remedy in respect of the same default on another occasion or a remedy in respect of any other default.

11.2. Validity of Conditions

Where there is a conflict between this SatNav2Go.com Rental Agreement and any other conditions mentioned in or printed on any correspondence exchanged between parties this SatNav2Go.com Rental Agreement will prevail. Any descriptions and illustrations contained in publicity material do not form part of this SatNav2Go.com Rental Agreement.

11.3. Severability

If any non-fundamental provisions of this SatNav2Go.com 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 SatNav2Go.com 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

This SatNav2Go.com Rental Agreement will be governed by and construed in all respects in accordance with English law.

**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. SatNav2Go.com Limited cannot be held responsible for any operational restrictions, customs, license or permit fees required for operation in the destination 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.