

## **DurhamGPS Rental Terms and Conditions**

### **Equipment Provided**

Rentals will include a number of items which together are referred to as the 'equipment' which is supplied in good order and condition and must be returned in similar good order and condition.

### **Rental Period Calculation**

The rental period is calculated from the contract date until the day that the equipment is shipped or returned directly to us. Normal rental charges are calculated on a daily basis. If the equipment is shipped or returned directly any time after the agreed rental contract period then additional charges will apply.

### **Return**

You are responsible for safely returning the equipment to us at the agreed time. The rental period continues until the date that the equipment is shipped to us unless alternate arrangements were made.

### **Early Return**

If you return the equipment to us prior to the projected equipment return date, you will be credited for the early return on the basis of a 50% credit for the unused days.

### **Late Return**

If you extend your rental beyond the end of the rental period for the projected equipment return date without securing our agreement in advance, each day of late rental is charged at 150% of the original daily rate. If asked in advance, we will normally agree to a rental period being extended at the normal rate unless we need the equipment for other purposes.

### **Cancellation**

If you cancel at least 24 hours before delivery no charge will apply. If you cancel within 24 hours of delivery then 50% of a 1 day fee will be charged.

### **Coverage Area and Accuracy**

The entire world has GPS signal coverage. However, in areas where there is not a clear view of most of the sky, a signal may not be able to reach the GPS receiver and accurate location information may not be available until you return to an area with a more unobstructed view of the sky. GPS signals generally provide location information accurate to about 3 metres. The unit shows accuracy data, to which an additional 3 metres of potential error should be added.

The US Department of Defense maintains the GPS satellite system, and they reserve the right to, at any time and for any reason, degrade the accuracy of the signal and/or temporarily or permanently end the service. We can not be responsible for any actions on their part or for any satellite malfunctions.

### **Equipment Malfunction**

The equipment is delivered to you in what is believed to be good order and working condition. However, like all equipment, it may develop a fault during your rental period.

In a situation where the GPS unit stops working due to its malfunction (as opposed to due to being out of coverage), we will refund you the balance of the rental from the time you advise us (by email, phone, or fax), plus, as an apology (albeit for an act outside of our control) we will discount the earlier period of your rental by 50%. Note however that if the unit is found to be operating normally upon its return back to us, these rebates will be cancelled.

### **Map Reliability and Auto Route Calculations - This Limits Our Liability**

The map software that is supplied to you is the latest software released by Garmin or Magellan and their related companies, and is supplied to you subject to the terms and conditions that Garmin or Magellan have in turn supplied it to us. Note that, just like any regular printed map, the mapping software is not 100% accurate. Roads may have closed or opened between when the mapping software was created and the time you are using it. The mapping software may also contain errors. The locations of the roads are not always exactly correct, and the indication of a road does not necessarily imply its suitability to be driven on, or that it is a public right of way.

Additionally, the auto route software makes an estimated calculation at how to get you to your desired destination. This estimated calculation is not necessarily the 'best' calculation, and if it is based on faulty mapping data, may not be correct at all.

For these reasons you should use common sense when interpreting the suggestions offered by the GPS and in a case where getting to a destination at a particular time or in a specific manner is essential, you should supplement the information from the GPS unit with extra information from current maps and obtain additional route information from local people with current expert knowledge.

### **Equipment Damage/Loss**

The equipment is delivered to you in good order and condition. It is your responsibility to check that it is received in good order and condition, and if there is any damage, you need to report this to us within 24 hours of the equipment being delivered. If we do not hear from you within 24 hours (by email, phone, or fax) the equipment will be deemed to have been satisfactorily delivered to you.

If you lose the equipment or any part of it, you are responsible for our costs in replacing the equipment and for loss of income costs that we may incur prior to securing alternate equipment. Loss of income costs will be deemed to equate to two weeks additional rental. You will be liable for our normal rental fees until the time you advise us of the loss of the equipment, and then the two additional weeks of rental fees will be added to reflect the loss of income we will incur while arranging replacement equipment.

**Page 2**

Please note that because the equipment also comprises original software master disks, our costs in securing replacement equipment will include the purchase of this necessary software, as well as all taxes, fees, and shipping costs therein associated. If the equipment is damaged to the point where, in our opinion, it can no longer be rented as being in 'good order and condition' you will again be responsible for our costs in replacing the equipment. In such a case you are welcome to keep the damaged equipment yourself.

**GPS Safety**

The GPS equipment is not intended for sole use by the driver of a vehicle. While the information it provides is helpful, it can also be distracting. For this reason it should be used the same way you would use a map - when needing to consult it for information, you should safely pull off the road first, and/or ask a passenger in the car to manage the GPS device, just like they might otherwise be using a regular map.

You agree that we will not be liable for, and you agree to indemnify us fully from, any accident or loss that may arise from your use or non-use, or expected or anticipated use or non-use, of this equipment in any circumstances or situations.

**Equipment Voluntary Replacement**

If the equipment is lost or for any other reason you do not wish to or can not return it to us as agreed, you can simply replace it and return the replacement equipment to us. In such a case, you would need to secure our agreement in advance as to what constitutes a suitable replacement to the equipment, which may or may not be identical to the unit you have lost. We would require the replacement equipment to include all accessories and optional extra items, plus also a complete set of unopened fully unlocked North American and European map programs.

If we agree to accept your equipment voluntary replacement, your liability would then be limited to meeting normal rental charges on the equipment, returning the new equipment to us, and in addition a \$75 administrative fee would be levied to cover our costs of integrating the new equipment into our rental program.

**Deposit and Final Payment**

We will charge your credit card for the estimated total rental fee (based on the dates you specify), plus a \$200 deposit, on the day of shipment. When you have returned the equipment in good condition, if there is a variance from the original invoice then within five working days we will send you a final reconciliation. We will either credit or debit your card for the balance that is either due to you or from you.

**Limitation on Our Liability**

You specifically agree that our liability will, in no circumstance or situation, ever exceed the amount you have paid to us in rental fees, and you specifically agree to hold us harmless and indemnify us from any claims in excess of this amount, whether arising from our actions, your actions, or those of a third party, and whether foreseeable or not, and whether such claims are placed by yourself, yours successors, heirs and/or assigns, or by third parties.

**Privacy**

Although GPS technology does permit tracking data to be collected, Durham GPS warrants that any data which is collected on our equipment will not be disclosed to any third party without the written consent of the renter or upon the order of a competent legal authority. All such data will be deleted from our equipment within 48 hours of its return.

**ACCEPTANCE**

<p>By signing below, you agree to all terms and conditions outlined above</p> <p>Renters full name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>
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