



Jets GPS Purchase & Lease Service Agreement Terms and Conditions

1. Definitions

In these Terms and Conditions:

Agreement means together the Service Agreement, the SLA, the Lease Rental Agreement (if applicable), and these terms and conditions as amended from time to time;
Airtime Services means the transmission of data through a SIM card over a mobile network to the System;
Business Hours means between the hours of 09.00 and 17.00 Monday to Friday excluding public holidays in England and Wales and **“Working Days”** shall be construed accordingly;
Jets GPS means Jets GPS Tracking Limited, a Company registered in England and Wales, (registered number 7821766) whose registered office is at Blackbourn Enterprise Centre, Wood Park, Blackburn, Lancashire, BB2 4JF;
Customer means the party placing the order for the System as set out in the Service Agreement;
Documentation means any printed manuals, user guides and other information relating to the System and whether in electronic form or hard copy;
GPS means global positioning system;
Insolvency means an effective resolution is passed for the winding up of the Customer, an encumbrance takes possession of, or a trustee in bankruptcy or an administrative receiver or another receiver and manager is appointed over the whole or any part of the Customer's undertaking, an administration order is made in respect of the Customer, a voluntary arrangement is made or the Customer is unable to pay its debts within the meaning of section 123(1)(a) (Insolvency Act 1986 or the Customer suffers any distress, execution, sequestration or other similar process;
Installation Charges means the charges for Installation Services as specified in the Service Agreement;
Installation Date means the installation date or substitution installation date for the Tracking Unit(s) as specified by Jets GPS;
Installation Services means the configuration, delivery and installation of the Tracking Unit(s) by Jets GPS or an approved Installer;
Installer means Jets GPS or any third party authorised by Jets GPS to provide the Installation Services to the Customer on behalf of Jets GPS;
Intellectual Property Rights means the rights to patents, licences, trade marks, trade names, inventions, trade secrets, copyrights, and know-how relating to the origin, manufacture, programming, operating and/or service of the System or any part of the System and any enhancements or modifications relating to the same;
Lease Rental Agreement means, if applicable, the lease rental agreement entered into by a Customer with a lessor for the lease of the System the subject of this Agreement;
Lease Payments means any payments payable by a Customer to a lessor under a Lease Rental Agreement, such payments being inclusive of System Access Charges;
Lease Term means the term of the lease as specified in the Lease Rental Agreement and in the Service Agreement;
Purchase Price means the purchase price for the Tracking Unit(s) as specified in the Service Agreement;
Service Agreement means the Jets GPS solutions service agreement to which these terms and conditions are attached;
Service Provider means any third party authorised by Jets GPS from time to time to provide any services in respect of the System;
SLA means the service level agreement or agreements published by Jets GPS in the form or forms existing at the date of the Service Agreement as varied by Jets GPS from time to time;

Subscription Charges means the charges payable by the Customer for access to the System during the Term for the products specified in the Service Agreement;
Support Services means the support services in relation to the System provided by Jets GPS or any third party from time to time in accordance with the Agreement and referred to in clause 5;
System means the Tracking Unit(s), the SIM card(s), the Airtime Services, the System Software and any enhancements and modifications to the same;
System Software means the Jets GPS web-based tracking systems as specified in the Agreement and as modified from time to time;
Term means the period in which Jets GPS will provide access to the System as set out in the Agreement, or such other period as the parties may agree in Writing, commencing on the Installation Date;
Territory means the United Kingdom of Great Britain and Northern Ireland and, if specified in the Service Agreement, elsewhere in the World subject in the latter case to the payment of the additional charges specified in the Service Agreement;
Tracking Unit means the tracking unit(s), SIM card(s) and any additional hardware and SIM card(s) specified in the Service Agreement including aerials and leads installed into the Customer's Vehicle or asset used as part of or in conjunction with the System;
Vehicle means the Customer's asset in which the Tracking Unit(s) will be installed;
Working Party means in the case of purchase, the period of 12 months commencing on the Installation Date or such extended period as may be specified in the Service Agreement and in the latter case to the payment of any additional charges specified in the Service Agreement and (i) in the case of lease the Lease Term; and
Writing means a document in writing including email.

Headings are for reference only and shall not be used to construe any part of the Agreement.

References to clauses are to clauses of these Terms and Conditions.

Definitions in these Terms and Conditions shall have the same meaning in the Service Agreement.

“Includes”, “included” or “including” or similar terms shall not be construed as exclusive or limiting examples of the matters in question and will mean “including, without limitation”.

2. Scope of Agreement

2.1 Jets GPS will supply the System for use in the Territory to the Customer on the terms and conditions set out in the Agreement. In the event of any inconsistency between these terms and conditions and the Service Agreement, or the SLA or the Lease Rental Agreement the specific terms of the Service Agreement or the SLA or the Lease Rental Agreement, as appropriate, will prevail.
2.2 The supply of the System comprises:
(a) the sale or lease of the Tracking Unit(s) excluding the SIM card(s);
(b) the provision of SIM card(s) for use in the Tracking Unit(s);
(c) the provision of the Installation Services;
2.3 Access to the System for the products specified in the Service Agreement; and
(d) the supply of the Documentation.
2.3 Jets GPS shall be entitled by giving the Customer not less than 30 days' notice in Writing to amend any provision of the Agreement.
2.4 The Customer will make its Vehicle(s) the subject of this Agreement available for installation of the Tracking Unit(s) by the installer within 5 Working Days of being requested by Jets GPS in Writing to do so (in which time shall be of the essence).

3. Installation Services

3.1 Jets GPS will use reasonable efforts to ensure that the installer commences providing the Installation Services on the Installation Date and at the agreed site(s). Installation times and dates are estimates only and will not necessarily occur during normal business hours. Time will not be of the essence for installing Tracking Unit(s) and neither Jets GPS nor the Installer will be liable to the Customer for any delay. Jets GPS may arrange installation of the Tracking Unit(s) at times prior to the stated date and time by giving the Customer reasonable notice.
3.2 Jets GPS shall not be liable for failure to provide any functionality of the System because of technical reasons relating to the Vehicle and in such case the Customer shall not be entitled to cancel the Agreement or claim against Jets GPS.
3.3 If the Customer fails to make available any Vehicle to an Installer having previously agreed to do so, Jets GPS shall be entitled to make a cancellation charge to the Customer at Jets GPS's then prevailing rates.
3.4 The Customer will use best endeavours to ensure that:
(a) Jets GPS or the Installer has safe and unfettered access to the Vehicle(s) and the site(s) to provide the Installation Services; and
(b) it has complied with any reasonable instructions specified by Jets GPS or the Installer in respect of the Installation Services.
3.5 The Customer accepts that it is the responsibility and liability of the Customer to ensure that the Customer's systems from which the System Software will be accessed comply with any minimum requirements notified to the Customer, have full internet access and are fully operational and tested.
3.6 If the Customer fails to comply with clause 3.4, the Installer may refuse to install the Tracking Unit(s) and neither Jets GPS nor the Installer will be liable for any failure or delay in providing the Installation Services. Jets GPS may also charge and the Customer will pay any additional installation charges reasonably resulting from such failure.
3.7 Risk of damage to, or loss of, the Tracking Unit(s) will pass to the Customer on delivery of the Tracking Unit(s). Where the Tracking Unit(s) is/are sold to the Customer, ownership of the Tracking Unit(s), but not the SIM card(s), will pass to the Customer on full payment of the Purchase Price.
3.8 As part of the Installation Services, Jets GPS or the Installer may be required to alter parts of the Vehicle, such as the dashboard, roof or chassis. The Customer acknowledges that whilst the installer shall use reasonable endeavours to cause only minimal damage to the Vehicle upon installation and removal, neither Jets GPS nor the Installer will be responsible for restoring the Vehicle to its original pre-installation condition whether upon installation of the Tracking Unit or when it is removed. In the event that the Vehicle is leased the Customer will obtain permission in Writing from the lessor to have modifications made to the Vehicle for the installation of the Tracking Unit and shall on demand provide, to the satisfaction of Jets GPS, evidence of such agreement.
3.9 On completion of the Installation Services, Jets GPS grants the Customer a non-exclusive, non-transferable licence to access the System Software solely for use in accordance with the terms of the Agreement.

3.10 The transfer of a Tracking Unit from one Customer Vehicle to another may only be carried out by an Installer at Jets GPS's then prevailing transfer charge or with the prior written consent of Jets GPS.

3.11 The Customer transfers a Tracking Unit in breach of clause 3.10:
(a) the Customer shall pay to Jets GPS a sum equal to Jets GPS's then prevailing transfer charge in respect of each Tracking Unit transferred; and
(b) any warranty or extended warranty given by Jets GPS under the Agreement shall be null and void and Jets GPS shall not be obliged to provide Support Services.
3.12 If the Customer transfers a Tracking Unit with Jets GPS prior written consent Jets GPS accept no responsibility for any failures due to the transfer or installation and as such reserves the right to charge at the prevailing rate for any remedial Installation Service and replacement Tracking Units.

4. Use of System

4.1 Jets GPS will provide access to the System to the Customer for the Term on the terms of the Agreement.
4.2 The Tracking Unit(s) contains a SIM card(s) for use in conjunction with the System only. The Customer:
(a) acknowledges that the SIM card(s) remains the property of Jets GPS or its Service Providers;
(b) will only use the SIM card(s) within the Tracking Unit(s);
(c) will, at Jets GPS's request, and at the cost of the Customer, in the manner reasonably stipulated by Jets GPS, return the SIM card(s) to Jets GPS on termination or expiry of the Agreement;
(d) will keep the SIM card(s) secure and notify Jets GPS immediately if it becomes aware that the SIM card(s) is lost, stolen or damaged;
(e) agrees to pay Jets GPS the sum of £20 in respect of each lost, stolen or damaged SIM card; and
(f) agrees to pay Jets GPS for any charges incurred as a result of unauthorised use of the SIM card(s).
4.3 The Customer will:
(a) not use the System for any improper, immoral or unlawful purpose including surveillance of third parties without their knowledge and agreement;
(b) immediately comply with any conditions notified in Writing to the Customer by Jets GPS or its Service Providers that concern the Customer's use of the System;
(c) not do anything that, in Jets GPS's or its Service Providers' reasonable opinion, could damage or impair any network, support services or system used in the System; and
(d) not in any way, in the reasonable opinion of Jets GPS, adversely affect the quality, function, operation or performance of the System to the Customer or any other customers of Jets GPS.
4.4 Jets GPS will use reasonable endeavours to ensure that the System is available at all reasonable times and in accordance with the SLA, but due to the nature of such services it may not be possible to provide a 24 hour full free service. The Customer acknowledges that access to the System relies upon access to the internet via third party internet service providers, that availability of GPS is by permission of the US Government and may be withdrawn by the US Government and that Tracking Units require GPS accessibility and mobile network coverage and that they may be interrupted by issues such as busy cells or limitations in the cellular infrastructure and physical features such as buildings, underpasses, multi-storey car parks or other causes of interference or withdrawal of service. GPS may also be subject to poor satellite geometry, transmission limitations caused by atmospheric or topographical conditions, solar activity, noise in the radio signal, limitations based on the electrical system design and structure of the Vehicle and any other conditions over which Jets GPS has no control and the Customer accepts that Jets GPS shall not be liable for interruptions to the System as a result of matters beyond the control of Jets GPS or its Service Providers. The Customer further accepts that the conditions referred to in this clause 4.4 may lead to inaccurate data and that Jets GPS shall not be liable for any reliance placed by Customer on such inaccurate data or in any other respect in relation to such inaccurate data.
4.5 The System utilizes third party support services including mapping software and other data supplied by third parties from time to time (for example relating to road speed limits and speed cameras) (Third Party Data). JETS GPS shall not be liable for areas where mapping may be incomplete or incorrect or for any errors or omissions in Third Party Data. Jets GPS shall be entitled to change any data without notice to change the Third Party Data provider from time to time.
4.6 Jets GPS shall ensure that keep maintenance and upgrades of the System to times which are generally outside of normal business hours but there may be occasions where emergency servicing is required and neither JETS GPS nor its Service Providers will be liable for a failure to provide a 24 hour full free service.
4.7 Jets GPS may suspend access to the System if the Customer fails to comply with the Agreement or any other agreement between the Customer and Jets GPS or if the Customer suffers an event of insolvency or upon termination of the Agreement for any reason. The Customer will remain liable to pay for all amounts due and to become due by the Customer notwithstanding any such suspension.

4.8 Each Customer shall have a monthly data allowance for use within the Territory only. The Customer will be charged for any data over and above this level. Charges will also be charged to the Customer at the prevailing Jets GPS rate for use other than within the Territory. Save in the event of manifest error by Jets GPS or its Service Provider, the Customer shall be liable for any and all charges arising from the use of the Vehicle and Jets GPS's data services from the first and binding on the Customer.
4.9 All data recorded from Tracking Units will be retained live on the Jets GPS servers for a period of three calendar months.
4.10 The Customer shall be responsible and liable for the security of any login passwords and access to the System Software using such passwords. Passwords are strictly for Customer use and shall not be provided to third parties and Jets GPS will be entitled to charge the Customer and the Customer will indemnify Jets GPS for services required as a result of the Customer using or failing to protect any password or login.

5. Support Services

5.1 If the Customer requires support for the System, the Customer will contact Jets GPS, who will use all reasonable endeavours to provide Support Services within its control to the Customer to ensure satisfactory use of the System by the Customer subject to clauses 4, 5.3 and 6 and subject to the Customer not being in breach of any other provision of this Agreement.

5.2 Jets GPS will use all reasonable efforts to ensure that the Service Providers provide Support Services for Airtime Services and the System, whilst all payments due from the Customer have been paid.
5.3 The Support Services do not include services resulting from:
(a) misuse by the Customer of any part of the System; or
(b) unauthorised attempts to repair, replace, modify, maintain or access the System or any part of the System by Customer or any other persons other than Jets GPS, the Installer or the Service Providers.
5.4 Any support services provided by Jets GPS at the Customer's request that are not Support Services pursuant to clause 5.3 shall be chargeable to the Customer at Jets GPS's then prevailing rates.

6. Charges and Payment

6.1 The Customer will pay to Jets GPS the Purchase Price, the Installation Charges and the Subscription Charges, if the Customer is purchasing the Tracking Unit(s) (excluding the SIM card(s)); or
6.2 The Customer will pay the Lease Payments to the lessor in accordance with the Lease Rental Agreement if the Customer is leasing the System.
6.3 Subscription Charges shall be made quarterly in advance to Jets GPS. Any payments payable to Jets GPS under the Agreement shall be paid by the Customer in sterling in cleared funds on the Jets GPS invoice due date. Jets GPS's Subscription Charges invoice will be issued 30 days prior to due date.
6.4 If the Customer fails to pay any amount due, Jets GPS may without prejudice to its other rights or remedies under the Agreement:
(a) suspend access to the System provided under the Agreement and any other agreement between the Customer and Jets GPS after a minimum 7 day period and will advise the customer in writing prior to suspension.
(b) disconnect access to the system provided under the Agreement and any other agreement between the Customer and Jets GPS after a minimum 28 day period and will advise the customer in writing prior to disconnection. Disconnection will result in a loss of data and incur a reconnection fee of £20 per unit plus any installation charges for SIM exchanges in advance of reconnection. The Customer shall not be liable for any reliance placed by Customer on such lost data or in any other respect in relation to such lost data.
6.5 Jets GPS may vary any amounts payable by the Customer under the Agreement on giving the Customer at least 30 days' notice in Writing.
6.6 All amounts specified in the Agreement exclude Value Added Tax which will be added at the prevailing rate.
6.7 The Customer will not be entitled to a right of set off against Jets GPS.
6.8 All charges paid by the Customer in advance of set off are non-refundable.

7. Customer Warranties

7.1 The Customer warrants that it has an unfettered right to install the Tracking Unit(s) into the Vehicle(s) and that the installation of the Tracking Unit(s) into the Vehicle(s) and the use of the Tracking Unit(s) within the Vehicle(s) will not breach any law, regulation or any third party's rights and the Customer will indemnify and keep indemnified Jets GPS in respect of all claims, losses, charges, damages, claims, demands, actions, fines, penalties, awards, costs and expenses (including legal and other professional costs and out of pocket disbursements properly incurred) and including any tax thereon in each case of whatever nature and whether direct, indirect, special or consequential.
7.2 The Customer warrants and represents that it enters into the Agreement wholly or predominantly for the purposes of a business carried on by the Customer.

8. System Lease

8.1 Where the Customer leases the Tracking Unit(s) the Customer will:
(a) keep the Tracking Unit(s) in the same good order and condition as at the date of delivery;
(b) take care of the Tracking Unit(s) as a prudent owner would by informing Jets GPS immediately of any malfunction or defect in the Tracking Unit(s) so Jets GPS may carry out repairs and maintenance necessary to maintain the Tracking Unit(s) in the best operating condition;
(c) insure the Tracking Unit(s) with an insurer and under a form of policy approved by JETS GPS, recording Jets GPS as the owner, with all loss payable to Jets GPS and produce such policy on demand. The Customer shall not be liable for any loss or anything that may render the insurance policy void or voidable; and
(d) notify Jets GPS in Writing immediately following any loss, misappropriation or damage to the Tracking Unit(s) and in respect of damage will provide the Tracking Unit(s) for inspection or test at the Customer's cost and Jets GPS's request.
8.2 The Customer acknowledges that any accessories or replacements attached or connected to the Tracking Unit(s) form part of the Tracking Unit(s).
8.3 The Customer will pay Subscription Charges as per their Service Agreement directly to Jets GPS separately from the lease here of the Tracking Unit(s).
8.4 Nothing in the Agreement will give the Customer any right of property or interest in or to the Tracking Unit(s) where the Customer leases the Tracking Unit(s) during the Term. At the end of the Term the customer may take title of the Tracking Unit(s) for a fee of £30 each and the completion of a new Service agreement with Jets GPS at the prevailing Subscription rate. The Customer will not, without Jets GPS's prior consent in Writing, remove from the Vehicle, sell, dispose of, lend or part with possession of, or otherwise encumber the Tracking Unit(s). The Customer will not remove any label from the Tracking Unit(s).

9. JETS GPS Warranties and Limitation of Liability

9.1 Subject to the following provisions of this clause 9, Jets GPS warrants that:
(a) it has authority to licence the System; and
(b) during the Warranty Period, the Tracking Unit will function in accordance with the technical specifications.
9.2 If an unauthorised version of the Tracking Unit develops faults by reason of defective components, design or workmanship within the Warranty Period, Jets GPS will either at its entire discretion repair or replace the Tracking Unit (or the affected components of the Tracking Unit) at no cost to the Customer. Any such replacement or repair will be the Customer's sole remedy in respect of a defective Tracking Unit and all warranty work will be carried out during normal business hours at times convenient to Jets GPS.
9.3 Jets GPS shall not be liable to the Customer or any third party for loss, claim or damage arising from the installation of the Tracking Unit to any Vehicle where such installation breaches the Customer's warranty or third party rights of that Vehicle or otherwise and the Customer shall indemnify and keep indemnified Jets GPS in respect of any such loss, claim or damage.
9.4 Warranties offered by Jets GPS do not cover the Tracking Unit for damage caused by water ingress or fire damage caused otherwise than by the fault of Jets GPS or any Installer allocated by Jets GPS.
9.5 Except as expressly set out in this clause 9, all representations, conditions and warranties (whether express or implied, statutory or otherwise and including warranties as to the quality or fitness for any particular purpose of the System or the Documentation) are to the extent permitted by law expressly excluded.
9.6 Jets GPS will not be liable whether in contract, tort (including negligence) or otherwise for any indirect loss or damage (including any consequential loss or loss of profits) suffered or incurred by the Customer arising out of or in connection with the Agreement.
9.7 Save for death, personal injury, fraudulent misrepresentation or other matter which cannot otherwise be restricted by law, JETS GPS's liability to the Customer arising out of all claims for damages under the Agreement will not exceed in aggregate the total amount actually paid by the Customer to JETS GPS under the Agreement in the three months prior to the time such liability arises up to a maximum of £5,000 in total.

10. Intellectual Property and Confidentiality

10.1 The Customer acknowledges that the Intellectual Property Rights in the System and Documentation belong to Jets GPS and/or its partners and affiliates.
10.2 The Customer will not reproduce, translate, adapt, reverse engineer, vary or modify the System or Documentation or any part of them.
10.3 The Customer will:
(a) take all reasonable steps to ensure the non-disclosure and confidentiality of the System and Documentation until the same is in the public domain through no fault of the Customer;
(b) ensure that its officers and employees and agents do not disclose or copy any part of the System and Documentation except as permitted by this clause;
(c) not transfer, assign or otherwise deal in the System and Documentation or the Customer's rights under the Agreement;
(d) maintain all copyright notices on the System and Documentation; and
(e) notify Jets GPS in Writing immediately if it has knowledge of the existence of any circumstances which may suggest that any person may have unauthorised knowledge, possession or use of the System and Documentation.
10.4 The Customer's obligations under this clause will survive termination of the Agreement.

11. Term and Termination

11.1 If the Customer purchases the Tracking Unit(s), the Customer shall commence on the hardware Dispatch Date and will continue for the Term. Following the end of the Term, the Agreement will automatically continue until terminated with the Customer, immediately, on giving notice in Writing to the Customer at any time or by the Customer giving not less than 1 months' notice in Writing to JETS GPS during the Term, such notice by Customer to expire no earlier than the end of the Term.
11.2 If the Customer leases the System, the Term shall commence on the lease commencement Date and will continue for the Lease Term.
11.3 If the System is leased, following the expiration of the Lease Term the Agreement will automatically terminate at the conclusion of the Lease Term. Following the expiration of the Lease Term the Customer has the option to take title of the hardware for £30 per unit and continue to use the system on Subscription only at the prevailing rate at the time upon completion of a new Service Agreement. Alternatively, at their own expense, the customer may remove and return the equipment in full working order no later than 7 days after the conclusion of the Lease Term.
11.4 If the Customer fails to give such notice as is specified in clause 11.1, then the Term shall be extended for a further 3 months from the expiration of the original Term and shall continue thereafter unless terminated by the Customer on giving not less than 1 months' notice in Writing.
11.5 Jets GPS may terminate the Agreement with immediate effect if the Customer:
(a) breaches the provisions of clauses 2.4 and 3.2;
(b) breaches any other provision of the Agreement and does not remedy the breach if capable of remedy within 10 Working Days after Jets GPS notifies it of such breach in Writing and requires the breach to be remedied; or
(c) suffers an event of insolvency.
11.6 The Customer has no right to cancel the Agreement either before or after the Installation Date and may only terminate the Agreement in the case of a material breach by JETS GPS as a result of which the Customer is entitled to terminate by law.
11.7 On termination of the Agreement by Jets GPS in accordance with the Agreement or on wrongful termination by Customer, without prejudice to Jets GPS's other rights or remedies pursuant to the Agreement, the Customer will pay to Jets GPS:
(a) if the Customer has purchased the Tracking Unit(s), the Purchase Price (if not already paid) and Subscription Charges for any remaining part of the Term if the Term has commenced, or if the Term has not commenced, Subscription Charges for the whole of the period of the Term as specified in the Service Agreement as if the Term had commenced and the Agreement had been terminated on the first day of the Term;
(b) if the Customer has leased the System and the Lease Term has not commenced, amounts equivalent to the Lease Payments and Subscription Charges for the whole of the period of the Lease Term as specified in the Service Agreement as if the Lease Term had commenced and the Agreement had been terminated on the first day of the Lease Term; and
(c) any other charges that become due for payment before or after termination;
11.8 On termination of the Agreement for any reason the Customer must:
(a) immediately cease to use the System
(b) if the System is leased allow Jets GPS to remove the Tracking Unit(s) from the Vehicle at a cost to the Customer of £75 plus VAT per Tracking Unit (payable in advance of removal). If a Tracking Unit is damaged or incomplete then Jets GPS shall be entitled to charge the Customer for the then full replacement cost; and
(c) use best endeavours to allow Jets GPS access to the Vehicle for the removal of the Tracking Unit(s) at all times reasonably stipulated by Jets GPS.
11.10 If the Customer removes a Tracking Unit in breach of clause 11.8(b), it shall be liable for any damage to the Tracking Unit caused during such removal. If a Tracking Unit is damaged or incomplete then Jets GPS shall be entitled to charge the Customer for the then full replacement cost.
11.11 Within 30 days of termination, the Customer must certify to Jets GPS in Writing that it has fully complied with its obligations under clauses 11.8(a) and 11.8(b).

12. General

12.1 The Agreement sets out the entire agreement between Jets GPS and the Customer relating to the supply of equipment and services.
12.2 Any notice given under this Agreement shall be in Writing and either delivered by hand to the relevant party or sent by registered post to such address as is specified in the Service Agreement or as may be notified in Writing by each party to the other from time to time or sent by email. If sent by email such notice should be sent to info@jetsgps.co.uk if sent to Jets GPS and to the main email address specified in the Service Agreement if sent to the Customer (or such other email address notified by the Customer to Jets GPS from time to time). Any such notice shall be deemed to have been received at the time it is sent if sent by email (provided that it is sent in Business Hours otherwise it will be deemed received by 09.00 on the next following Working Day, provided that it is correctly addressed and provided that no failure to deliver message is received by the sender) or if the time of delivery is verified by hand (provided that a receipt for such delivery has been obtained from the receiving party stating the date and time of delivery and the name of the recipient) or if served by registered post on the date of delivery or on the date certified by the Royal Mail if despatched.
12.3 The Customer has no right to claim for invalid or unenforceable, the remaining provisions will remain in force and effect.
12.4 If Jets GPS waives any default or breach of the Agreement, this will not constitute a waiver of any other or subsequent default or breach. No waiver will be effective unless made in Writing.
12.5 The Customer may not assign or transfer its rights and obligations under the Agreement without the prior consent in Writing of Jets GPS.
12.6 Neither party will be liable for any delay or failure in the performance of its obligations under the Agreement if such delay or failure is due to a force majeure event, being any such cause outside its reasonable control including acts of God, natural disaster, riot, malicious damage, fire, or acts of any governmental authority. This clause 12.6 does not apply to any obligation to pay money for liabilities incurred prior to the force majeure event.
12.7 The Agreement is governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.
12.8 As a customer you consent to subscribing to our e-mail newsletter to be informed of news, new features and products as deemed appropriate by Jets GPS Tracking Ltd

Please initial here:

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