



RedWeb Technologies 'Rentatracker'

Terms and Conditions

Welcome to the RedWeb Technologies 'Rentatracker' scheme general terms and conditions for use. By placing an order, you agree to be bound by these terms and conditions.

"Rentatracker" is operated by RedWeb Technologies Ltd, a company registered in England and Wales, whose registered office is at: 1G Network Point, Range Road, Windrush Park, Witney, Oxfordshire, OX29 OYN. Our company registration number is 06997431. Our VAT registration number is 981324221.

1. How to place an order

2.1 To place an order with us you will need to send a deposit (please refer to 3 below). We will send you an order acknowledgement, detailing the products you have ordered. Whenever possible we will do this by email.

2.2 Order acceptance takes place when we dispatch the order. We will send you a dispatch confirmation by email.

2. Pricing

3.1 All rental prices exclude VAT at the current rates. We reserve the right to express the price exclusive of VAT, but we shall show VAT separately and include it in the final invoice.

3.2 There is a separate charge of £10.00 (exclusive of VAT) for packing, carriage and insurance of the tracker sent out to you. It is your responsibility to ensure the tracker is sent back to us via secure postage and we recommend that you use the Royal Mail special delivery scheme which includes insurance against loss.

3. Deposit

4.1 A deposit of £379.00 will be paid by you as a deposit. When payment is to be made by credit card the Customer will pay the Deposit to RedWeb Technologies and no Equipment will be dispatched until the Deposit is received. RedWeb Technologies will hold the Deposit as security for the Equipment and Charges.

4. License

4.1 Unless stated otherwise, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with clause 5.1 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy

4.2 Subject to clause 5.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

4.3 Any rights not expressly granted in these terms are reserved.

5. Registration

5.1 Responsibility for the security of any log in password issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

5.2 You must be over eighteen years of age to use the site www.redwebsecurity.com

5.3 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

6. Cancellation and returns

6.1 If you wish to cancel your order you must notify us by telephone on 0800 1577246 before we have dispatched the goods to you.

6.2 Once we receive the tracker safely from you, we will give you a refund of the deposit paid.

Your statutory rights are not affected by this clause.

7. Service Access

7.1 It is our aim to ensure that this Website and Tracker Panel is normally available 24 hours a day. However, we will not be liable, if for any reason this Website and Tracker Panel is unavailable due to system failure, maintenance or repair or for reasons beyond our control.

8. Disclaimer

8.1. Whilst we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice.

9. Liability

9.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

9.2 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

9.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9.4 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising from the use of the equipment and in respect of all costs and charges in connection therewith, whether arising under common or statute law.

10. Legal

10.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

10.2 We do not warrant that materials/items for rent on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

10.3 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

10.4 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

10.5 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.

Rentatracker terms of hire

1. The tracker loaned remains the property of RedWeb Technologies Ltd. (hereinafter referred to as the owner) and the person and/or organisation to whom the equipment has been lent (hereinafter referred to as the hirer) will not sell, hire out or lend to any third parties without express permission of the owner.
2. During the loan period, the hirer will maintain the equipment in good condition and repair and in the case of damage or loss, will indemnify the owner or forfeit their deposit.
3. The owner will not refund rental fees as a consequence that the hirer was unable to affix it to the target vehicle. Some of the top of the range vehicles have non metal underneath's and it is the hirer's responsibility to check that the vehicle is suitable for a magnetic tracker before hiring one. A simple check with an ordinary magnet will determine if it is suitable or not.
4. The User shall not misuse the equipment. Equipment must be returned in the same condition as supplied; otherwise a charge may be levied by the owner.
5. In the event that the equipment becomes defective, faulty or stolen, the user must immediately contact the owner who will make reasonable endeavour to rectify the situation.
6. The User shall be responsible for ensuring the safe return of the tracker at the end of the rental period - we recommend that the Royal Mail special delivery service be used as this offers insurance against loss/damage during transit. Costs for this will be the sole responsibility of the User.
7. Although every effort is made to supply the tracker on the date requested, no liability or responsibility can be accepted in respect of failures by the Royal Mail or other circumstances beyond our control.
8. The tracker will be checked for functionality before it is dispatched. The user is expected to satisfy himself that the tracker is functional and they are able to monitor it before attempting to affix it to a vehicle.
9. The owner retains the right to access the location of the equipment at any time for the purpose of repossession should the user contravene any of these Terms of Hire. Charges arising out of repossessing equipment may be made if considered necessary by the owner.
10. The owner reserves the right at all times to request the immediate return of the equipment if they believe the user to be in violation of these Terms of Hire.

