Bali Navigator - GPS Rental

Bali Navigator©
GPS Mapping Technologies

RENTAL AGREEMENT **10001**

Hirers Full Name ..... (as it appears on you Passport or on your Driver Licence ID) ..... Hirers Date of Birth ...../...../.....	Passport Number ..... or Driver Licence# ..... Country Of Issue ..... Expiry Date .....
Home Address ..... Country	Bali Hotel Name ..... Hotel/Address ..... Hotel Phone .....
Home Phone ..... Home Mobile ..... Bali Mobile	GPS/Phone Make ..... GPS/Phone Model #..... GPS/Phone Serial # .....
Hire to Commence Time/Date Drop Off: …….. am/pm / / Unit Delivery Point	**Hire to Terminate** Time/Date Pick Up: …….. am/pm / / Unit Collection Point .....

Total Hire Period:……Days Total Hire Amount:……IDR (Rupiah) Bond Held/Currency:……/……..

NOTE: The total rental amount shall be paid in advance together with a security deposit equal to USD$200.00. The deposit is refundable at time of return of working undamaged GPS unit. If the unit is returned faulty or damaged the deposit will be held and repairs/replacement costs deducted then balance of deposit refunded to the hirer. The security deposit can be paid by the hirer in their home currency to the value of US$200.00.

Some driving tips in Bali

- You should not drive more than 60kms per hour except on main roads where indicated.
- Always navigate along main roads if you do not feel comfortable driving on narrow roads / tracks.
- Quite often roads in Bali are diverted due to roadworks etc.. the hirer should be aware of this and use the GPS and their intellectual judgment to plan an alternate route if this occurs.

Rental Terms & Conditions

1. Equipment type/models may vary from models advertised.
2. The GPS units are not waterproof models and are only suitable for cars or handheld (not motorcycles or scooters).
3. Bali Navigator GPS Rentals accept no responsibility for any accident that may occur whilst using our GPS units.
4. It is the hirers responsibility to check with their car hire firm that the cigarette lighter power socket is working in the hire vehicle as the GPS unit relies on power supplied by the cigarette lighter socket for charging.
5. To contact Bali Navigator GPS Rentals in Bali phone number below or by email at: sales@balinavigator.com
6. Free delivery and pick up in Seminyak, Kuta, Legian, Sanur, Nusa Dua, Jimbaran Bay and Airport (other areas POA).
7. Rental Rates:
   - 7 days rental : 500,000 Rupiah (7 day Min rental paid in advance)
   - 8-14 days rental : 900,000 Rupiah
   - 15-21 days rental : 1,200,000 Rupiah
   - 22 - > days rental : 1,200,000 Rupiah (+50,000 Rupiah per day after 21 days)

I/We acknowledge and agree to the above and the General Terms & Conditions of hire overleaf:

……/……/…….
Hirer's Signature Date

……/……/…….
For: Bali Navigator GPS Rentals Date

Photo I.D. Checked

White Top Copy……..Hirers Copy
Yellow Bottom Copy...Office Copy

For service in Bali please contact:

or email: sales@balinavigator.com

GENERAL TERMS
In these Terms & Conditions of Hire the following words shall have the following meanings: -
"OWNER" Means: Bali Navigator, the Owner of the Equipment as referred to in the Hire/Rental Agreement overleaf.
"HIRER" Means: the Hirer/s of the Equipment as referred to in the Hire/Rental Agreement overleaf.
"EQUIPMENT" Means: the products or Equipment itemised on the Hire/Rental Agreement overleaf.

1. AGREEMENT
This Rental Agreement is a Hire Contract between the Owner and the Hirer, under its terms the Owner hires the Equipment to you. At no time does the equipment ever become yours and you are not permitted to either sub-lease, rent or sell it. By hiring the Equipment you agree to these terms and conditions.

2. YOUR OBLIGATIONS UNDER THIS AGREEMENT
2.1 You shall not modify the Equipment in any way. The Owner reserves the right to charge you for remedying any damage resulting from use otherwise than
in accordance with the manufacturer's instructions and you acknowledge and understand that the Equipment unless specified is NOT waterproof.
2.2 You shall keep the Equipment safe at all times and remove all equipment from vehicles when left unattended.
2.4 You shall insure the Equipment against all risks for the value of the Equipment of USD$299, and/or supply a cash bond/deposit equivalent to USD$200.00.

3. LIABILITY
3.1 The Equipment is hired by you at your absolute risk.
3.2 The Owner hereby warrants to the Hirer that each item of Equipment, when delivered, will be in fully serviceable condition and complies with the manufacturer's proper specification. The Equipment has been fully tested by the Owner prior to the commencement hire and found to be in working order.
3.3 The Owners liability hereunder will in no circumstances exceed a sum equivalent to the total rental paid to the Owner by the Hirer. The foregoing warranty and damages for breach thereof are the exclusive warranty and damages for breach thereof are in lieu of any oral representation and all other warranties and damages whether implied or statutory. The Owner does not warrant the merchantability of the Equipment or its fitness or suitability for any particular purpose or use. The Hirer should be solely responsible and hold the Owners fully indemnified against any loss damage or injury (including death) to persons orproperty occurring in connection with any of the said Equipment or as a result of the use thereof.
3.4 The Owner accepts no liability in contract or tort for any loss, injury or damage, (including consequential or financial loss) sustained by reason of latent, apparent or patent defects in the Equipment, parts or consumables, or for late, or non delivery of the Equipment to the Hirer.
3.5 Notification of a defect to the Owner does not in itself give you the right to vary or terminate this agreement, but if the Owner does not receive such notice from you within 24 hours of the acceptance date, then it will be presumed that the Equipment is complete in good working order and condition and fit for allpurposes for which it was hired.

4. PERIOD OF HIRE
4.1 The period of hire will be agreed at the outset. The Minimum hire period is seven (7) days. All hire fees, bond/security shall be paid in advance.

5. COMMENCEMENT AND END OF HIRE
5.1 Hire commences on the day the Equipment is delivered, to the Hirer's advised delivery point. End of hire is the day the unit is handed back to the Owner at the agreed time and place nominated in the Hire/Rental Agreement. Late returns are payable at USD$5.00 per day.

6. SAT NAV GPS OPERATION
6.1 At the time of delivery to the Hirer the Equipment was switched on and tested and instructions given to the Hirer in its correct use and operation.

7. DELIVERY ADDRESS DETAILS
7.1 The hirer is responsible for ensuring that the delivery address is correct. If the company is not able to make delivery due to a wrong address being supplied then a charge of USD$20.00 will be made to cover our cost if we are asked to make a second delivery attempt.

8. DAMAGE TO AND/OR LOSS OF EQUIPMENT
8.1 The Hirer will in its use of the said Equipment observe all the instructions that may be issued for the proper use thereof and shall be entirely responsible for any damage caused to the said Equipment through failure to observe such instructions or failure to use the same in a proper manner. The Hirer will be responsible for the replacement cost of any damaged or lost components of the unit or any repair. The Owner accepts no responsibility or liability for any damage to or failure of operation of the Equipment due to any incompatibility with any other Equipment used by the Hirer and the Hirer shall bear all liability Thereof.

9. NON RETURN OF EQUIPMENT
9.1 The Hirer will be solely responsible for the safe return to the Owner of the Equipment and its component parts. The Hirer will be responsible for hire cost until such time as the Equipment and/or any missing components of the Equipment are returned to the Owner at the ongoing hire rate of USD$5.00 per day.

10. CANCELLATION OF HIRE BY HIRER
No refunds will be given for rentals ended early after the rental start date If the Equipment is found to be faulty a replacement will be offered to the Hirer.

11. NOTICES
11.1 Notice under the terms of this agreement shall mean any notice, letter or demand in writing. Notices may be given by either party to the other by posting the same electronically via email to the email address noted in the Hire/Rental Agreement. If the Hirer consists of more than one person, a notice, letter or demand posted to one of them at the email address supplied will be deemed to have been received by each of them.

12. JOINT HIRERS
Where two or more of you are parties to this agreement as Hirers your liabilities hereunder shall be joint and several.

13. ENTIRE AGREEMENT
The Owner hires the Equipment to you upon these Terms and the Conditions which represent the entire agreement between you and the Owner. Any variation to the Terms and Conditions shall not bind the Owner unless the same is confirmed in writing and signed by the Owner. Any failure by the Owner to enforce the terms of this agreement at any time or other indulgence granted to the Hirer shall not operate as a waive of any rights of the Owner.

14. FORCE MAJEURE
The Owner accepts no liability for delay or non-fulfillment of any terms of any order by a Hirer caused wholly or in part by force majeure which express shall be deemed to include war, strikes, lock outs, accidents, fire, scarcity of materials or any other cause or causes not within the Owners direct control.

15. GOVERNING LAW
This agreement shall be governed by the Laws of the State of Queensland Australia. All parties submit to the exclusive jurisdiction of the Queensland Courts.