



# DURITE TELEMATICS SOFTWARE SYSTEM ORDER FORM

## COMPANY DETAILS

<b>Company Name</b>	
<b>Address</b>	
<b>Country</b>	

## ACCOUNT DETAILS

<b>Telematics Contact Name</b>	
<b>Email</b>	
<b>Telephone (Direct line if possible)</b>	
<b>Invoice address (if different from above)</b>	

## DURITE TELEMATICS PORTAL USERS

Please enter the email addresses of up to 5 users below. These email addresses will be used as the username for logging onto the Durite Telematics portal. Login information will be sent to these email addresses once the user accounts are setup on the portal.

	NAME	EMAIL ADDRESS
<b>User 1 (Administrator)</b>		
<b>User 2 (View only)</b>		
<b>User 3 (View only)</b>		
<b>User 4 (View only)</b>		
<b>User 5 (View only)</b>		



## REGISTER YOUR DEVICES

Description	Qty	Subscription /YEAR	Subscription /MONTH	Charging period	Subscription /CHARGING PERIOD
0-875-08 Tracker without immobiliser					
0-875-01 Tracker with immobiliser					
0-875-02 Trailer tracker					
0-875-03 Van Tracker OBD Plug - 12V					
0-875-04 Incident cam + Tracker					
0-875-05 Incident cam + Tracker (2-cam)					
0-875-06 DVR + Tracker – incl 2TB HD					
<b>TOTAL COST/CHARGING PERIOD (excludes VAT)</b>					

## INSTALLATION

Would you like us to recommend an installer?

## AGREE BUSINESS TERMS

To complete account registration and device activation please indicate agreement to Terms of Business  
[\(Click here to read the full Terms of business\)](#)

I have read and agree with the Terms of Business

## SET UP DIRECT DEBIT

Please continue to Direct Debit mandate setup.

[Click here to set up the Direct Debit >](#)



# DURITE TELEMATICS END USER LICENCE AGREEMENT: TERMS OF BUSINESS

DURITE is the trading name of Gordon Equipments Limited a company registered in England and Wales under company number 373113 and whose registered office is located at Durite Works, Valley Road, Dovercourt, Essex, CO12 4RX and our VAT number is GB 102 5785 87.

These terms and conditions contain the terms which apply to The DURITE TELEMATICS System (as defined below) you have purchased whether purchased from us or a DURITE distributor and upon which DURITE will provide to you the Services (as defined below). You specifically agree that these terms and conditions supersede any prior or contemporaneous agreement between you and any person or entity, whether written or oral, with respect to the supply of Services for The DURITE TELEMATICS System you have purchased.

DURITE (“we”, “us”, “our”, “DURITE”) sells various DURITE TELEMATICS vehicle tracking products for vehicles to be used with the DURITE TELEMATICS System. The DURITE TELEMATICS System products have pre-installed software and such software has been provided or otherwise made available to you for use with your DURITE System tracking product (“Software”). By purchasing The DURITE TELEMATICS System, which includes Software, you are also subscribing to a licence to use the Software. Before you purchase and use The DURITE TELEMATICS System carefully read these terms and conditions (“Terms”). By using The DURITE TELEMATICS System you are agreeing to be bound by these Terms. You should save or print a copy of these Terms for future reference.

## DEFINITIONS

In these Terms the following terms have the following meanings:

**Agreement:** together these Terms and the Order Form.

**Airtime Services:** the mobile network services available in the UK and Europe for transmission of data, and where applicable, voice communications, which DURITE shall procure in order to supply the Services, using a Communications Provider for The DURITE TELEMATICS System which DURITE shall connect to such airtime service.

**Authorised Distributor:** any individual or company authorised by DURITE to sell and install The DURITE TELEMATICS System. Installation and commissioning means the fitment of The DURITE TELEMATICS System to the Subscriber’s Vehicle/asset and its commissioning and testing to the relevant standards as applicable to the Service type.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date:** the date on which DURITE confirms acceptance of the Subscriber’s Order Form.

**Communication Provider:** an independent, third-party organisation that provides an electronic communications network or an electronic communications service.

**Connection Term:** the connection term for The DURITE TELEMATICS System in respect of which the Services shall be provided by us, as set out in the Order Form and as may be extended from time to time by agreement between the parties.

**Documentation:** means any instruction manuals, software help files and other information relating to The DURITE TELEMATICS System or components of the system.

**Due Date:** has the meaning given in clause 3.2.

**DURITE:** Gordon Equipments Limited (company no.373113) trading as DURITE, whose registered office is located at Durite Works, Valley Road, Dovercourt, Essex, CO12 4RX.

**Force Majeure Event:** including, without limitation, any of the following: (i) acts of God, including fire, flood, earthquake, windstorm or other natural disaster; (ii) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; (iii) terrorist attack, civil war, civil commotion or riots; (iv) nuclear, chemical or biological contamination or sonic boom; (v) fire, explosion or accidental damage; (vi) loss at sea; (vii) extreme adverse weather conditions; (viii) collapse of building structures, failure of plant machinery, machinery, computers or vehicles; (xi) any labour dispute, including strikes, industrial action or lockouts; (xii) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and (xiii) interruption or failure of utility service, including but not limited to electric power, gas or water.



**Initial Connection Term:** a period of 24 months from the Commencement Date or such longer period as set out in the Order Form.

**Installer:** any individual or company authorised by DURITE to install The DURITE TELEMATICS System products, which may, without limitation, include the Subscriber. Installation and commissioning means the fitment of The DURITE TELEMATICS System to the Subscriber's Vehicle/asset and its commissioning and testing to the relevant standards as applicable to the Service type.

**Order Form:** the online or hard copy registration form for the supply of Services, containing, without limitation, the Subscriber's details, bank details, Vehicle details, order for Services, the details of the purchased DURITE System, the Subscription Charges payable by the Subscriber for the Services.

**Services:** the supply of cellular services, communications gateway, hosted server, software licence and general support, as set out on the Order Form.

**Subscription Charges:** the charges payable for the supply of the Services.

**Service Provider:** means any third party service provider appointed by DURITE from time to time.

**Subscriber:** the individual, company or partnership, named on the Order Form.

**The DURITE TELEMATICS System:** the DURITE vehicle-tracking/navigation device(s) and any relevant software and/or communications supplied and fitted to Subscriber's Vehicle(s) by an Authorised Distributor or Installer to the Vehicle(s) as identified on the Order Form.

**Vehicle:** the Subscriber's vehicle(s) or asset(s) into which The DURITE TELEMATICS System products are installed, being those vehicle(s) and/or asset(s), details of which are either contained in the Order Form or as notified to DURITE in writing prior to installation or commissioning.

**Website:** [www.duritetelematics.co.uk](http://www.duritetelematics.co.uk).

## 1. Order Form

1.1 The Order Form is an offer by the Subscriber to subscribe to the Services identified therein. Orders will be accepted by email or written confirmation. No contract shall be formed until DURITE has accepted the Subscriber's Order Form.

1.2 DURITE agrees on acceptance of the Subscriber's Order Form to provide the Service identified therein in accordance with these Terms. By submitting an Order Form the Subscriber shall be deemed to have accepted these Terms.

1.3 The Subscriber will only be offered the Services ordered if The DURITE TELEMATICS System has been installed by an Authorised Distributor or Installer approved by DURITE. The Subscriber is deemed to be confirming that The DURITE TELEMATICS System has been installed by an Authorised Distributor or Installer by submitting the Order Form.

1.4 No variations to this Agreement shall be binding unless agreed in writing by a director of DURITE.

## 2. Software Licence & Supply of the Services

2.1 DURITE licence the use of the Software in The DURITE TELEMATICS System to you on the basis of the licence in this clause 2. DURITE do not sell the Software to you.

2.2 In consideration of your payment of the Subscription Charges, as detailed in the Order Form, DURITE grant you a non-exclusive, non-transferable licence to use the Software loaded on The DURITE TELEMATICS System in the United Kingdom, for the purpose of enabling us to provide the Services to the Subscriber for The DURITE TELEMATICS System on the terms of this Agreement. This limited licence will automatically terminate upon termination of the Services.

2.3 You shall not modify, reverse engineer, decompile or disassemble any licenced Software.

2.4 In consideration of the payment of the Subscription Charges, DURITE grant to you a non-exclusive, non-transferable, perpetual license to use the data collected from The DURITE TELEMATICS System in conjunction with receiving the Services.

2.5 You acknowledge that all Intellectual Property Rights in the Services, Documentation and The DURITE TELEMATICS System throughout the world belong to us, or our licensor and that you have no rights in, or to, the Services, The DURITE TELEMATICS System or the Documentation other than the right to use them in accordance with the terms of this Agreement.

2.6 The Subscriber confirms that it has used an Authorised Distributor or Installer for the installation of The DURITE TELEMATICS System. DURITE will not and shall be under no obligation to supply or continue to supply the Services where The DURITE TELEMATICS System has not been installed and commissioned using an Authorised Distributor or Installer in accordance with the relevant installation and commissioning instructions.

2.7 It is the responsibility of the Subscriber to insure The DURITE TELEMATICS System upon installation, and risk passes to the Subscriber at the time of installation.

2.8 The DURITE TELEMATICS System contains a SIM card(s) that enables the Subscriber to access information from the Vehicle via the Website. The Subscriber: (a) agrees that the SIM card(s) remains the property of DURITE or its Service Provider; (b) will only use the SIM card(s) within The DURITE TELEMATICS System; (c) will keep the SIM card(s) safe and notify DURITE immediately if it is aware that the SIM card is lost, stolen or damaged (d) be responsible for the replacement costs of any lost or stolen SIM card(s).



2.9 If the Subscriber is not the registered owner of the Vehicle and/or owner of The DURITE TELEMATICS System, you must have the owner's permission of each object in order to be supplied with the Services. You will be responsible for complying with these Terms, whether or not you own The DURITE TELEMATICS System and/or Vehicle on which it has been installed to.

2.10 DURITE shall use all reasonable endeavours to ensure that during the Connection Term:

- (a) the Airtime Service is accessible by the Subscriber within the range of base stations making up the Communication Provider's network supporting the Airtime Service on a 24 hour, 7 day a week basis; and
- (b) subject to clause 2.11 and clause 2.15, the Subscriber's access to and use of the Airtime Service functions effectively; and
- (c) access to the data services and customer fleet management portal delivered by means of a secure internet connection is available 24 hours a day and 7 days a week.

2.11 Notwithstanding any other provisions of this Agreement, DURITE shall have no liability in respect of the Subscriber's inability to access or errors in the functioning of the Airtime Service and/or the Services to the extent that it is attributable to operator error; provision of incomplete and/or incorrect information by the Subscriber; power failures; malicious interference; any downtime or outages from any subcontractor or other lack of coverage of the Communication Provider's network used for the purpose of providing the Airtime Service and/or the Services.

2.12 The Airtime Service is provided through an independent, third-party Communications Provider and DURITE cannot and does not provide any warranty or guarantee in relation to the quality of the Airtime Service, including, but not limited to, availability, signal quality, faults and interruptions to the Airtime Service.

2.13 The DURITE TELEMATICS System and Airtime Service rely on GPS (Global Positioning System) for location information. GPS is a system of satellites and receiving stations used to compute positions on the planet Earth. The DURITE TELEMATICS System contains components that allow it to be tracked by GPS within limits. These limits will vary according to a number of factors outside of DURITE's reasonable control. DURITE accepts no liability for the inaccuracy or quality or otherwise of GPS data.

2.14 Nothing in this clause 2 shall restrict the liability of DURITE for any failure or cessation of Airtime Service arising from its actions or omissions.

2.15 DURITE shall be entitled to suspend access to the Services and the Website:

- (d) on reasonable notice to the Subscriber for such period as may be reasonably required for routine or emergency maintenance, repairs, configurations, upgrades or improvements, provided that DURITE shall use its reasonable endeavours to minimise such period of suspension; and
- (e) without prior notice to the Subscriber, because of an emergency or upon instruction by emergency services or any government or appropriate authority (including any relevant network operator or Communications Provider) or for the Subscriber's own security; and
- (f) without prior notice to the Subscriber for exceptional operational reasons. For the purpose of this clause, an exceptional operational reason shall mean such operational reason as shall be beyond the reasonable control of DURITE taking into account the purpose of the Services and that a prudent organisation would endeavour to ensure, as far as reasonably possible, that it is able to provide the Services on a 24 hour, 7 day a week basis, provided that DURITE shall use its reasonable endeavours to minimise such period of suspension.

### 3. Payment

3.1 The Subscriber will pay to DURITE the Subscription Charges for the supply of the Services.

3.2 DURITE will invoice you for the Subscription Charges annually, quarterly or monthly (as applicable) in advance, on or around the 1st day of the applicable month (the "Due Date"), for the Subscription Charges payable by you for the supply of Service for the forthcoming annual, quarterly or monthly period, as set out in the Order Form, which shall be payable by the Subscriber on this date. For the avoidance of any doubt, where supply of the Services commences part way through a month, the Subscription Charges applying for that part month will be paid in arrears together with the first full annual, quarterly or monthly Subscription Charge payment.

3.3 If the Subscriber fails to pay any amount on the Due Date, DURITE may without prejudice to its other rights or remedies under this Agreement (a) charge interest on the amount owing from the due date until the date of actual payment at the base rate percentage charged by Barclays Bank plc from time to time plus 4%, and/or (b) suspend any Services provided under this Agreement.

3.4 After the Initial Connection Term, DURITE may vary any amounts payable by the Subscriber under this Agreement on giving the Subscriber at least 30 days' written notice.

3.5 All amounts specified in this Agreement exclude Value Added Tax.

### 4. Warranty & Liability

4.1 Notwithstanding any other provision of this Agreement, DURITE does not seek to exclude or restrict its liability for fraud, or for death or personal injury caused by its negligence.

4.2 In respect of all other liability, DURITE's liability for each event or series of connected events shall not exceed the total of all the Subscription Charges paid by the Subscriber to DURITE in the 12 month period in which the cause of action occurs.

4.3 DURITE shall not be liable to the Subscriber for loss of profits or contracts or any other indirect or consequential loss, however arising. DURITE shall not be liable for any acts or omissions of the Authorised Distributor or Installer or Service Provider, as they are independent contractors.

4.4 DURITE shall not be liable for any loss or damage caused by the acts or omissions of the Subscriber.

4.5 DURITE shall not be liable for any loss or damage suffered by the Subscriber as a result of a Vehicle equipped with The DURITE TELEMATICS System being stolen or damaged.

4.6 DURITE does not guarantee that the supply of the Services will be fault free all the time. Due to the nature of the technology used in all GSM/GPS tracking units, the operation of the Services may be adversely affected sometimes by atmospheric or geographic conditions or the failure of GPS or GSM service providers on which the DURITE Unit relies. The GSM service is not guaranteed to work across the geographical area for which the system is reported to work over.



4.7 DURITE warrants that the Software will function in accordance with its specification, but the Subscriber acknowledges that the Software is of a complicated and technical nature and may have minor or inherent defects. DURITE will make reasonable endeavours to remedy any defects in an unaltered version of the Software at no cost to the Subscriber. Any such endeavours will be the Subscriber's sole remedy in the respect of the supply of defective Software.

4.8 DURITE gives no warranty under this Agreement except as specifically stated herein. All implied warranties, including without limitation any implied warranty of merchantability or fitness for a particular purpose are hereby specifically disclaimed. You assume all risk for loss or damage to the Vehicle and its contents and for personal injury to persons occupying or affected by your Vehicle and DURITE shall have no liability of any kind or nature to you therefor. You agree that neither DURITE nor any other person has made any representations or warranties, nor have you relied on any representations or warranties, express or implied with respect to the Services.

## 5. Term & Termination

5.1 This Agreement shall start on the Commencement Date and continue for the Initial Connection Term. Following the Initial Connection Term, this Agreement shall automatically continue until terminated by either (a) you giving us 2 months prior written notice to terminate, which notice can be served at any time after the date that is 120 days before the end of the Initial Connection Term; or (b) by us giving the Subscriber 30 days' prior written notice to terminate, which notice can be served at any time after the date falling 30 days before the end of the Initial Connection Term.

5.2 DURITE may terminate this Agreement if the Subscriber: (a) breaches any provision of this Agreement and does not remedy the breach within 15 Business Days after receiving written notice requiring the breach to be remedied, or (b) goes into liquidation or has a receiver or statutory manager appointed of any of us assets or becomes insolvent, or makes any arrangement with creditors, or (c) being an individual, is the subject of a bankruptcy petition or order, or (d) suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business, (e) being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

5.3 DURITE may terminate this Agreement at any time upon the occurrence of any of the following events: (a) destruction or substantial damage to The DURITE TELEMATICS System so as to make it impracticable for us to continue to provide signal receiving and notification services and/or any other Services under this Agreement; (b) failure of The DURITE TELEMATICS System, the GPS system or the mobile telephone networks for the transmission of signals between The DURITE TELEMATICS System and the Website to function as required; (c) the termination of our agreement with our Service Provider for the supply of the Services.

5.4 DURITE may, without limiting our other rights or remedies, suspend provision of the Services under the Agreement or any other contract between us if you become subject to any of the events listed in clause 5.2, or DURITE reasonably believe that you are about to become subject to any of them.

5.5 On termination of this Agreement the Subscriber will: (a) remain liable for payment of any Subscription Charges, and (b) immediately cease to use The DURITE TELEMATICS System.

## 6. Data Protection

6.1 DURITE shall process all information about you and the Vehicle (including all personal data provided by you to us) in accordance with this clause 6. You warrant that you agree to the provisions of this clause 6, including the holding of any supplied bank account details and any supplied credit or debit card details, and that DURITE have procured all necessary consents from you to the processing of your personal data in accordance with the provisions of this clause 6 and otherwise in accordance with applicable law, and that all data provided by you is true, complete and accurate. Your bank account details and any credit or debit card details shall only be held for the purpose of facilitating payment of the Subscription Charges and any additional services requested by you.

6.2 By being supplied with the Services, you agree to us or our Service Provider collecting data and using technical information about The DURITE TELEMATICS System which has been installed and commissioned on your Vehicle.

6.3 Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of the Data Protection Act 1998 (the "1998 Act") to the extent it applies to each of them.

6.4 In so far as DURITE or its Service Provider processes any Personal Data (including name, postal address, email address, mobile/telephone details, and other contact or personal details) relating to individuals which is acquired or collected by DURITE or its Service Provider in connection with this Agreement, DURITE shall:

(d) process the Personal Data on behalf of the Subscriber only for the purposes of performing this Agreement and only in accordance with instructions contained in this Agreement or provided to DURITE by the Subscriber from time to time;

(e) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data, other than to the Service Provider and its subcontractor Amazon Web Services, to any third party unless specifically authorised in writing by the Subscriber;

(f) at all times comply with the provisions of the Seventh Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 and implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

(g) ensure that only those of DURITE and/or the Service Provider's personnel who need to have access to the Personal Data are granted access to such data and only for the purposes of the performance of this Agreement and ensure that all of DURITE and the Service Provider's personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause;

(h) obtain prior written consent from the Subscriber before transferring Personal Data to any subcontractor, other than the Service Provider and the Service Provider's subcontractor, Amazon Web Services, if such consent is given, include in all contracts with such subcontractor provisions in favour of the Subscriber which are equivalent to those in this clause 6 and enforce these obligations;

(i) not publish, disclose or divulge any of the Personal Data to any third party (including the Data Subject) unless directed to do so in writing by the Subscriber;



- (j) notify the Subscriber within five (5) Business Days if it:
  - (i) becomes aware of any breach of this clause 6 by it or its subcontractors;
  - (ii) receives a request from a Data Subject to have access to that person's Personal Data;
  - (iii) receives a complaint or request relating directly or indirectly to the processing of any Personal Data in connection with this Agreement; and
  - (iv) receives any other communication relating directly or indirectly to the processing of any Personal Data in connection with this Agreement;
- (k) at no additional cost, provide such information to the Subscriber as may be reasonably required, and within the timescales reasonably specified by the Subscriber, to allow the Subscriber to comply with the rights of Data Subjects, including Data Subject-access rights, or with notices served by the Information Commissioner or any other law enforcement authority; and
- (l) not transfer Personal Data outside the European Economic Area without the prior written consent of the Subscriber, where the Subscriber consents to such transfer, to comply with:
  - (i) the obligations on Data Controllers under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
  - (ii) any reasonable instructions notified to it by the Subscriber.

6.5 The Supplier shall, at all times during and after the Term, indemnify the Subscriber and keep the Subscriber indemnified against all direct losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Subscriber arising from any breach of DURITE's obligations under this clause 6 except and to the extent that such liabilities have resulted directly from the Subscriber's instructions.

6.6 All Personal Data relating to individuals which is acquired or collected by DURITE or the Service Provider in connection with this Agreement shall belong exclusively to the Subscriber which hereby grants to DURITE, the Service Provider and Amazon Web Services, to the extent necessary, to DURITE and the Service Provider's personnel, or shall use commercially reasonable endeavours to procure the grant of, a royalty-free, non-exclusive licence (or, where relevant, an appropriate sub-licence) to use the same solely in relation to the performance of the Services as contemplated in this Agreement.

## 7. General

7.1 The Subscriber consents by signing this Agreement to the recording of calls between the Subscriber and DURITE and/or the Service Providers employees and agents, and consents to the use of recordings of such conversations in DURITE's, or its Service Providers liaisons with the police for the purpose of prevention and detection of crime.

7.2 DURITE shall not be liable to the Subscriber for failing to perform any of the obligations under this Agreement to the extent that such failure is wholly and directly caused by an event of Force Majeure Event. DURITE shall notify the Subscriber in the event of any Force Majeure Event, and shall keep the Subscriber informed as to the extent to which it's Service will be delayed or affected. If the Force Majeure Event lasts for a period of more than 2 months, then either party has the right to terminate this Agreement by 14 days written notice to the other party.

7.3 If either party sends notices to the other, these must be in writing to the addresses listed on the Order Form. Recorded deliveries in the case of letters or confirmation of transmission in the case of facsimile are the only acceptable proofs of delivery of such notices. This Agreement constitutes the entire Agreement between DURITE and the Subscriber.

7.4 If any provisions of this Agreement are or become invalid or unenforceable, the remainder of this Agreement shall remain effective.

7.5 Any failure by DURITE to enforce their rights under this Agreement shall not prevent DURITE from taking further action against the Subscriber.

7.6 If this Agreement is terminated (for whatever reason) this will be without prejudice to rights, which arose prior to termination, and without prejudice to the continuing enforceability of such rights.

7.7 The Subscriber acknowledges that authorised employees of DURITE or its Service Provider or DURITE's agents can track the Vehicle for test purpose.

7.8 No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

7.9 This Agreement is governed by and construed in accordance with the laws of England & Wales and both parties must submit to the exclusive jurisdiction of the English & Welsh courts to resolve any disputes between them.

**Last updated 03.02.17**