

# Terms and Conditions



**INTRODUCTION:** This document (together with the documents referred to in it) informs you of the terms and conditions on which we supply our tracking services to you.

Please read these terms and conditions carefully and make sure that you understand them before subscribing to any of our services. You should understand that by ordering any of our Services, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

**2G / 3G Disconnection:** The UK's 2G and 3G networks are provided by a number of different mobile operators. Those operators are currently in the process of reviewing and in some cases shutting down all or part of those networks. This may impact on the services you receive. Please see Clause 27 for further details.

**QUESTIONS:** If you have any questions about these terms and conditions please contact us at [customerservices@globaltelemetrics.com](mailto:customerservices@globaltelemetrics.com) or on 0800 279 6401. Alternatively, advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

**ACCEPTANCE:** Please note that if you order any Service from us, whether through our Site, App or otherwise, then you will be deemed to have accepted these terms and conditions. Depending on how you are reading these terms and conditions, you may be presented with the option to click on a button marked "I Accept" at the end of these terms and conditions to acknowledge that you have accepted them in this way.

**KEY TERMS:** Whilst all of this agreement is important we would particularly like to bring your attention to the following Clauses. Some of these Clauses set out when we would be able to charge you additional amounts (over and above your subscription fee):

- Clause 5 – Right to Cancel your Order;
- Clause 8 – Payment;
- Clause 9 – Potential Additional Fees;
- Clause 10 – Refunds Policy; and
- Clause 18 – Limitation of Liability.

**SERVICE SPECIFIC TERMS:** Please note that certain Clauses in these terms and conditions only apply to some of our services. As such they will only be applicable if you have ordered a service that includes that type of coverage. These service specific Clauses are set out below:

- Clause 13 – Remote Immobilisation Service;
- Clause 14 – CAT Service;
- Clause 16 – Recovery Service; and
- Clause 17 – First Notice of Loss

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## 1. INFORMATION ABOUT US AND THESE TERMS

- 1.1. We are Global Telemetrics Limited (Company Number 6965076). We trade as "Global Telemetrics" or "SmarTrack".
- 1.2. We operate the website at <http://www.globaltelemetrics.com> (our "Site").
- 1.3. Our registered office and main trading address is Telemetrics House, Old Station Close, Coalville, Leicestershire LE67 3FH.
- 1.4. Our VAT number is 119 848 871.
- 1.5. These Terms and Conditions were last updated on September 2021.

## 2. YOUR STATUS

- 2.1. By placing an order with us, whether through our Site, or via e-mail or via phone you warrant that:
  - 2.1.1. you are legally capable of entering into binding contracts;
  - 2.1.2. you are at least 18 years old;
  - 2.1.3. you are resident in the United Kingdom; and
  - 2.1.4. you are accessing our Site from the United Kingdom.

## 3. HOW THE AGREEMENT IS FORMED BETWEEN YOU AND US

- 3.1. Your order constitutes an offer to us to subscribe to the Service. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that we are able to provide you with the Service ("Service Confirmation"). The Agreement between us will only be formed when we send you the Service Confirmation.
- 3.2. The Agreement will relate only to those Services whose availability we have confirmed in the Service Confirmation.
- 3.3. We will not be obliged to supply any other Services which may have been part of your order until the availability of such Services has been confirmed in a separate Service Confirmation.
- 3.4. Nothing in this Agreement shall affect your statutory rights as a consumer.

## 4. DEFINITIONS

- 4.1. In this Agreement the following words shall have the meaning set out in the table below:

**"Agreement"** means the contract between us which comes into force on the Commencement Date and which incorporates the relevant details of your order and these Terms and Conditions;

**"Annual Subscription"** means payment for the provision of a Service for a 12 month period;

**"Authorised User"** means any person you lawfully authorise to use the Vehicle;

**"Commencement Date"** means the date on which you receive the Service Confirmation;

**"D-ID™ Enabled Device"** means a phone or other device which has Global Telemetrics' "Driver ID" application installed on it, which may be used to help verify that a driver is authorised to move a Vehicle;

**"Duration of Ownership Subscription"** means payment for provision of a Service for the duration of your ownership of the Vehicle;

**"Equipment"** means the Global Telemetrics system compatible equipment installed in your Vehicle (including any ancillary tags, fobs, keys or other equipment provided with the installed tracking system);

**"Recovery Service"** means the service to be procured or provided by us pursuant to Clause 16 (Recovery Service) below;

**"Service"** means the vehicle tracking services to be provided by us (as set out in your order) (including where appropriate the Remote Immobilisation Service, CAT Service, Recovery Service and First Notice of Loss Service (see Clauses 13, 14, 16 and 17 respectively));

**"Service Confirmation"** has the meaning given to it in Clause 3.1;

**"Subscriber Instructions and Procedures"** means the set of instructions and procedures you are to follow in order to ensure the proper operation of the Service. Please refer to the user manual supplied via email. If you have not received this please request one by emailing [customerservices@globaltelemetrics.com](mailto:customerservices@globaltelemetrics.com);

**"Terms and Conditions"** means the terms and conditions set out in this document;

**"Territory"** means England, Wales and Scotland and such other countries as we may notify you of in writing from time to time;

**"Vehicle"** means the vehicle into which you have had the Equipment installed;

**"You"** means the person, firm or company whose order for the Service has been accepted by us.

- 4.2. References to Clauses are to the clauses set out within this Agreement.
- 4.3. Headings to Clauses are included for ease of reference and should not affect the interpretation of this Agreement.
- 4.4. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 4.5. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression, shall be construed as illustrative and shall not limit the meaning of the words before those terms.
- 4.6. A reference to "writing" or "written" includes e-mails but not faxes.

## 5. RIGHT TO CANCEL / AMEND YOUR ORDER

- 5.1. If you are contracting as a consumer you may cancel an Agreement at any time within 14 days, beginning on the day after you received the Service Confirmation ("Cancellation Period").

- 5.2. To cancel the Agreement during the Cancellation Period, simply send us a completed copy of our standard cancellation form (directions to which can be found at 5.6 below), or send a written notice in accordance with Clause 25 (Notices /Complaints) clearly stating you want to cancel the Agreement.
- 5.3. If you do cancel the Agreement in this way you will receive a refund of the price paid for the Service in accordance with our refunds policy (set out in Clause 10 (Refunds Policy) below).
- 5.4. Details of this statutory right of cancellation, and an explanation of how to exercise it, are provided in the Service Confirmation.
- 5.5. This Clause 5 does not affect your other statutory rights as a consumer.
- 5.6. A model cancellation form can be found on our Site at [www.globaltelemetrics.com/cancellation](http://www.globaltelemetrics.com/cancellation)
- 5.7. You may, by written notice to Global Telemetrics, upgrade your subscription from an Annual Subscription to a Duration of Ownership Subscription. Such notice may only be given within the first 12 months of the Annual Subscription, notice given after the expiry of this period will be invalid. You will be required to pay Global Telemetrics the difference between any Annual Subscription fee you have paid and Global Telemetrics' standard Duration of Ownership Subscription fee at the time the notice is given. Your Duration of Ownership Subscription will be considered to have run from the date your Annual Subscription began.

## 6. EQUIPMENT

- 6.1. You will arrange for installation of the required Equipment into the Vehicle.
- 6.2. We will have no liability whatsoever if we are unable to provide the Service due to:
  - 6.2.1 a fault or discrepancy in the installation of the Equipment. This will include faults in the location of the Equipment in the Vehicle which cause the Equipment to not properly transmit or receive signals. It is your obligation to ensure that whoever you choose to install the Equipment is aware of its installation requirements. A list of Global Telemetrics approved installation sites is available on request;
  - 6.2.2 any network/mobile connection issues and/or the frequency of any message content related to the Equipment or a D-ID™ Enabled Device receiving or sending the messages to immobilise/mobilise the Vehicle. The Vehicle will need to be in full working condition to accept immobilisation commands and the Equipment / D-ID™ Enabled Device will need to have an active connection to the required mobile network; and
  - 6.2.3 disconnection of the Vehicle's battery, which may result in the Equipment automatically immobilising the Vehicle. Please contact us immediately if this occurs.
- 6.3. We will not be liable for any act, omission, direct or indirect loss or damage caused during the course of the installation of the Equipment. All such loss or damage will need to be discussed with the relevant installer.
- 6.4. Due to the technical nature of the Equipment, only authorised and qualified personnel should carry out any works or installations in respect of the Equipment. Should unauthorised or unqualified personnel carry out works or installations, any warranty we have provided in respect of the relevant Equipment shall become void. We will, on request, provide details for authorised personal relating to the workings or installation of any Global Telemetrics products. It is your responsibility to inform anyone carrying our work on the Vehicle that the Equipment is installed.

## 7. RISK

- 7.1. You are responsible for insuring the Vehicle and the Equipment.

## 8. PAYMENT

- 8.1. The price of the Service shall, except in cases of obvious error, be:
  - 8.1.1. for the initial year of the Agreement, the relevant price shown on our Site on the Commencement Date;
  - 8.1.2. in the case of each renewal pursuant to Clause 22.1 (Term and Termination), any price agreed with you for the renewal in writing, or otherwise, the price shown on our Site on the date of the relevant renewal date; or
  - 8.1.3. in all other cases, as otherwise agreed between us in writing.
- 8.2. You shall pay for the Service by credit/debit card, direct debit, cash, cheque or (if we request) bank transfer to an account we nominate to you in writing. We may, at our discretion, accept payments by PayPal, but we do not typically accept subscription payments in this way.
- 8.3. Unless you are paying by direct debit (which will be charged monthly), we will invoice the fee for the Annual Subscription annually in advance.
- 8.4. You will pay the Annual Subscription prior to the expiry date of the previous year's Annual Subscription. Direct Debit payments will be made on the agreed monthly date of payment. We may vary the level of your Direct Debit payments by giving you no less than 15 days' written notice.
- 8.5. Where we have agreed to accept Duration of Ownership Subscription we will provide the Service while you remain the owner of the Vehicle and the Equipment is installed and functional.
- 8.6. Our charges are inclusive of VAT but exclusive of all other taxes, tariffs, customs charges or other such costs. If the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Service in full before the change in VAT takes effect.
- 8.7. If a pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the Service to you at the incorrect (lower) price.
- 8.8. If you owe us any sums and they remain unpaid for more than 14 days from the due date for payment, then without prejudice to any other rights or remedies we may have, we will be entitled to:

- 8.8.1. interest on the outstanding sum at the rate of 2% above the base lending rate of National Westminster Bank plc, which interest shall accrue on a daily basis from the due date for payment until payment is received in full by us together with all interest that has accrued;
- 8.8.2. suspend the provision of the Service until full payment and any applicable re-connection fee has been received; and/or
- 8.8.3. terminate this Agreement.
- 8.9. You are responsible for the cancellation of any applicable Direct Debits in the event that you do not renew this Agreement. We recommend you contact both your bank and us to ensure a Direct Debit payment is properly cancelled.
- 8.10. An administration charge will be applied for any Direct Debit agreements made by telephone. This will not apply to any Direct Debit agreements made via our Site ([www.globaltelemetrics.com/directdebit](http://www.globaltelemetrics.com/directdebit)). When submitting the Direct Debit through our online form you will be charged for 2 months for the first payment.
- 8.11. The Direct Debit is a monthly rolling payment, therefore a minimum of one month's notice is required for cancellation. You will then be required to arrange one of the alternative forms of payment described in Clause 8.2.
- 8.12. In the event that a Direct Debit payment fails to complete on three or more occasions, we will notify you in accordance with Clause 25 (Notices/Complaints). If you wish to continue to receive the Service, we may then require you to make an upfront payment for an Annual Subscription or Duration of Ownership Subscription. We may refuse to accept Direct Debit payments and terminate this Agreement if you do not purchase an Annual Subscription or Duration of Ownership Subscription in this way.

## 9. POTENTIAL ADDITIONAL FEES

THIS CLAUSE 9 SETS OUT THE CIRCUMSTANCES IN WHICH WE MAY RAISE ADDITIONAL CHARGES OVER AND ABOVE THE SUBSCRIPTION FEES.

- 9.1. You will reimburse us on demand in respect of any reasonable costs and expenses we incur:
  - 9.1.1. in tracing you and taking steps to enforce payment of any sums due to us;
  - 9.1.2. if your bank fails to honour any direct debit, cheque or other method of payment;
  - 9.1.3. in the event that you fail to give a minimum of 24 hours' notice of cancellation for any pre-arranged call out; or
  - 9.1.4. in the event you misuse the Service (including where you raise alarms having no reasonable grounds on which to believe that the Vehicle had been stolen or that genuine emergency or breakdown conditions exist).
- 9.2. If you request that Global Telemetrics take over the recovery of a stolen Vehicle, but you are not subscribed to the Recovery Service, you will be required to pay a one off fee (for each incident) of £750 (including VAT) before the Recovery Service can begin. This fee includes a 60 day subscription trial which commences from the date of the payment of the fee.
- 9.3. If you have purchased a Vehicle which already had Equipment installed, you wish to receive a Service, and we have agreed to provide that Service, a one off administration fee will be required along with the relevant subscription fee in accordance with Clause 8 (Payment). This will be required before we can provide the Service and by ordering the Service in this way you agree to be bound by these Terms and Conditions.
- 9.4. We may make additional charges:
  - 9.4.1. in accordance with Clauses 16.5 and 16.6 (Recovery Service);
  - 9.4.2. in accordance with Clause 22.2 (Term and Termination);
  - 9.4.3. in the event that you use the Service while the Vehicle is outside the Territory;
  - 9.4.4. to recover any archived data; and
  - 9.4.5. to provide you with an online web account and if you are a non UK resident.

Our standard charges are set out on our Site.

## 10. REFUNDS POLICY

- 10.1. If you cancel your subscription to the Service:
  - 10.1.1. because you have cancelled the Agreement between us within the 14 day cooling-off period (see Clause 5 (Right to Cancel) above), we will process the refund due to you as soon as possible and, in any case, within 14 days of the day on which you gave us notice of cancellation. In this case, we will refund the price of the cancelled Service; or
  - 10.1.2. for any other reason you are entitled to cancel (for instance, because you have notified us in accordance with Clause 23 (Our right to vary this Agreement) that you do not agree to a change in this Agreement or in any of our policies) we will notify you of any applicable refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund.
- 10.2. We will refund any money received from you using the same method you originally used to pay us.

## 11. LICENCE TO USE OUR SITE / APP

- 11.1. You are permitted to print and download extracts from our Site / App for the purposes of monitoring or reporting on the location of your Vehicle on the following basis:
  - 11.1.1. no documents or related graphics on our Site / App are modified in any way;
  - 11.1.2. no graphics on our Site / App are used separately from the corresponding text; and
  - 11.1.3. our copyright and trade mark notices and this permission notice appear in all copies.

- 11.2. Unless otherwise stated, the copyright and other intellectual property rights in all material on our Site / App (including any photographs and graphical images) are owned by us or our licensors. For the purposes of this Agreement, any use of extracts from our Site / App other than in accordance with Clause 11.1 above for any purpose is prohibited.
 

If you breach any of the terms in this Agreement, your permission to use our Site / App automatically terminates and you must immediately destroy any downloaded or printed extracts from our Site / App.
- 11.3. Subject to Clause 11.1 above, no part of our Site / App 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.

## 12. USE OF THE SERVICE AND YOUR OBLIGATIONS

- 12.1. While we will endeavour to ensure that the Site / App is available 24 hours a day we make no warranty that access to the Site / App will be uninterrupted or error free.
- 12.2. Please note that access to our Site / App may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control. How such events are dealt with is detailed in Clause 21 (Events outside our control).
- 12.3. You will not misuse our Site / App (including by hacking or impersonating another user of the Site / App or your account).
- 12.4. We do not permit you to share your user name and password with any other person nor with multiple users on a network.
- 12.5. You are responsible for the security of any passwords that we issue to you in relation to the Service.
- 12.6. You agree and undertake to:
  - 12.6.1. observe and comply with all the Subscriber Instructions and Procedures associated with the both the Site / App and the Service;
  - 12.6.2. promptly advise us if the Vehicle is to be carried on transportation devices such as trailers or transporters; or
  - 12.6.3. promptly advise us if you have authorised a person to use the Vehicle in a manner which would otherwise lead to the Equipment or a D-iD™ Enabled Device considering that the Vehicle had been stolen.
- 12.7.1. your use of the Service (including any associated Apps or additional hardware that form part of the service) may result in alerts and alarms being raised on our systems (such as battery disconnection alerts and unexpected movement alerts) ("Alerts");
- 12.7.2. Alerts typically require us to take some form of action, such as contacting you to confirm whether you are aware of the location of the Vehicle;
- 12.7.3. accordingly, both to minimise disruption to your own life, and reduce our own administration, it is in both of our interests to ensure that Alerts are only raised when necessary;
- 12.7.4. if we, acting reasonably, believe that the number of Alerts raised in respect of your use of the Service is excessive we may, temporarily or permanently, disable one or more of the Alerts associated with your account on our Systems (an "Alert Suspension");
- 12.7.5. we will not act upon Alerts which are subject to an Alert Suspension;
- 12.7.6. we will give you written notice of the occurrence and duration of any Alert Suspensions;
- 12.7.7. you may contact us to discuss any Alert Suspension and the actions which we may require for it to be removed from your account;
- 12.7.8. we will have no responsibility or liability to you for any failures in the Service which result (directly or indirectly) from Alerts which we do not act upon due to an Alert Suspension; and
- 12.7.9. if it is necessary to impose repeated Alert Suspensions we reserve our rights to:
  - a) raise additional charges pursuant to Clause 9.1.4; and/or
  - b) terminate this Agreement for persistent breach in accordance with Clause 22.4.1.

## 13. REMOTE IMMOBILISATION SERVICE

- 13.1. This Clause 13 shall apply if you have subscribed to a Service or purchased a device which includes remote immobilisation.
- 13.2. We will use our reasonable endeavours to immobilise the stolen Vehicle once it is stationary. Such an immobilisation will only be carried out once all appropriate authorisations to do so have been received from the required parties.
- 13.3. By immobilising your Vehicle via SMS, through one of our tracking sites or mobile apps, you are agreeing that you have checked:
  - 13.3.1. to the best of your ability, the Vehicle's location;
  - 13.3.2. to the best of your ability, that the Vehicle is within a safe area;
  - 13.3.3. that the tracking device location time is correct;
  - 13.3.4. that the Vehicle's ignition is off; and
  - 13.3.5. to the best of your ability, that the Vehicle's location will not interfere with any third-party's use of, or access to, their property in the event that the remobilisation of the Vehicle is delayed.
- 13.4. You acknowledge and accept that if a Vehicle is immobilised it may not be possible for the Vehicle to be remobilised remotely, or that any such remobilisation may be subject to a delay. This may, for example, be because:
  - 13.4.1. the relevant D-iD® Enabled Device or other Equipment provided for the purpose (the "Remobilisation Equipment") is unavailable, out of battery or otherwise defective; or

- 13.4.2. the Remobilisation Equipment lacks the signal necessary to receive and transmit the information required to complete the remobilisation.
- 13.5. In the event that the Vehicle cannot be remobilised through the use of the Remobilisation Equipment:
  - 13.5.1. you must ensure that the Vehicle is in full working order (including, in particular, that it has a fully charged, connected and operational battery); and
  - 13.5.2. we may (at our discretion) despatch an individual to inspect the relevant Equipment and seek to remobilise the Vehicle. We reserve the right to charge our then standard service call-out charge if the individual's attendance at the Vehicle is not necessary for its remobilisation (e.g. if the remobilisation is not possible because the Vehicle is not in full working order).
- 13.6. Global Telemetrics will not be responsible for any charges, loss or other expenses incurred if a Vehicle:
  - 13.6.1. has been immobilised in breach of Clause 13.3 above;
  - 13.6.2. cannot be remobilised due to any of the circumstances set out in Clause 13.4 above; or
  - 13.6.3. is immobilised or remobilised due to misuse of, or improper access to, the Remobilisation Equipment.

#### 14. CAT SERVICE

- 14.1. This Clause 14 shall apply if you have subscribed to a Service which includes CAT (Category 5, 6, S5 and S7) tracking.
- 14.2. The Service will meet the tracking requirements of, as applicable, the CAT 5, CAT 6, S5 and S7 criteria for "After-Theft Systems for Vehicle Recovery" as set out by the Motor Insurance Repair Research Centre (otherwise known as Thatcham).
- 14.3. Please note that this is not a contract for the supply of the Equipment and, as such, the CAT 5, 6, S5 and S7 requirements as to the nature of the equipment used or supplied will NOT apply to this Agreement.

#### 15. SUSPECTED THEFT, DEFECT, DAMAGE OR LOSS

- 15.1. If you become aware or suspect that a Vehicle has been stolen you must immediately:
  - 15.1.1. telephone or otherwise notify the Police and obtain the Police Crime Reference Number or equivalent reference in respect of the theft in order that this can be advised to us; and
  - 15.1.2. inform us of the theft. You will need to quote the Police Crime Reference Number (or equivalent reference) and indicate the Police station which has been notified. We will then at our discretion, verify with the Police that the Vehicle has been notified to them as stolen, and if so, will activate the Equipment and/or D-iD™ Enabled Device for the purpose of locating of the Vehicle.
- 15.2. Neither we nor the Police will be liable for any damage of whatever nature arising as a consequence of or incidental to your failure to follow the above steps or any other instructions by us for use of the Service.
- 15.3. It is your responsibility to inform us and the Police that your Vehicle has been recovered as soon as possible in order to ensure that the Equipment and/or D-iD™ Enabled Device is deactivated.
- 15.4. You shall only use the Service to notify us in the event that you genuinely believe that the Vehicle has been stolen. In the event that you do not comply with this Clause 15.4 we reserve the right to charge you for any work we undertake due to your incorrect operation of the system.
- 15.5. If you become aware or suspect that the Equipment installed in your Vehicle is defective, you must contact us immediately and, if we request to do so, we must be given a reasonable opportunity to inspect the Equipment. We will not be responsible for any costs of repair incurred where we have not:
  - 15.5.1. had such opportunity to inspect the Equipment; and
  - 15.5.2. agreed those costs with you in advance.
- 15.6. In the event of loss of, or damage to, the Equipment (or any part thereof, such as tags/fobs associated with the installed tracking system) or a D-iD™ Enabled Device:
  - 15.6.1. you will be responsible for the costs of repair or replacement of the Equipment / D-iD™ Enabled Device;
  - 15.6.2. you must notify us that the Equipment / D-iD™ Enabled Device is lost; and
  - 15.6.3. you will have 7 days from notification to either replace the Equipment / D-iD™ Enabled Device or provide evidence (to our reasonable satisfaction) that the Equipment / D-iD™ Enabled Device is in your possession.
- 15.7. Failure to comply with Clause 15.6 above will result in us ceasing to provide the Service until such time that:
  - 15.7.1. the Equipment / D-iD™ Enabled Device is replaced; or
  - 15.7.2. you are in possession of the Equipment / D-iD™ Enabled Device.

#### 16. RECOVERY SERVICE

- 16.1. This Clause 16 shall apply if you have subscribed to a Service which includes vehicle recovery services (rather than simply allowing you to track the Vehicle's location yourself).
- 16.2. The Recovery Service is only available in respect of Vehicles which are private cars, do not have caravans and are no longer than 22 feet.
- 16.3. We will, subject to prior consultation with you, and as soon as reasonably practicable after location of your stolen Vehicle in the Territory, despatch an individual to guard the Vehicle until such time as recovery services collect the Vehicle for its return to:

- 16.3.1. a location of your choice within the Territory; or
- 16.3.2. such other location as is required by the Police.
- 16.4. There may be occasions where we need to use the services of a third party investigation team to recover your Vehicle and you authorise us to provide them with such information as is necessary for the provision of the Recovery Service.
- 16.5. You authorise us (acting by our authorised agents and/or employees) to recover and return the Vehicle in accordance with this Clause 16. We (or our agents) will carry out this delivery at no extra charge provided that the cost of such delivery does not exceed £500. We will liaise with you to discuss how you would like us to proceed should we reasonably believe that the cost of recovery will exceed this amount. We reserve the right to not provide the Recovery Service if we are unable to come to an agreement about the payment of those additional costs. This may be the case if, for example, we would be required to hire specialist removal equipment.
- 16.6. In the event that you alter the location specified for the return of the Vehicle pursuant to Clause 16.3 above, we reserve the right to charge you any additional costs incurred as a result of the change of location or, in our absolute discretion, may refuse to move the Vehicle to the alternative location.
- 16.7. Where the Police have stated that their co-operation and/or permission is required for removal of the Vehicle, you shall or shall procure that the Authorised User shall, do all such acts and execute all such documents as may be necessary to procure such co-operation or permission.
- 16.8. We will not in any event be liable for any damage to the Vehicle pending recovery pursuant to this Clause 16.
- 16.9. The Recovery Service is not available in respect of Vehicles located outside of mainland areas of the Territory.

#### 17. FIRST NOTICE OF LOSS

- 17.1. This Clause 17 shall apply if you have subscribed to a Service which includes the First Notice of Loss service.
- 17.2. The Equipment is able to detect changes in the motion of the Vehicle by measuring changes in the acceleration to which it is exposed (sometimes known as "g-forces"). This allows the Equipment to notify us in the event the Vehicle is subject to what we consider to be unusual changes in g-forces (a "FNOL Warning").
- 17.3. FNOL Warnings are generated automatically by the Equipment based on pre-set trigger levels. While unusual, it is possible for them to be generated in the ordinary operation of the Vehicle (such as heavy braking while taking a corner at high speed). Alternatively, they may be generated where limited satellite availability causes the Equipment to generate erroneous speed or location readings. However, they may be generated when the Vehicle is involved in an incident where the Vehicle comes to a very sudden stop, such as a traffic accident. You acknowledge FNOL Warnings may be generated in the ordinary operation of the Vehicle and do not necessarily indicate it has been involved in an incident.
- 17.4. We will use all reasonable endeavours to monitor the motion of your Vehicle for a short period of time following any receipt of a FNOL Warning. If following such monitoring we decide, in our sole discretion, that the Vehicle may have been involved in an incident, we will:
  - 17.4.1. telephone, in such order of priority as you may have specified to us on the forms we provide, a series of emergency contact numbers (your "FNOL Contact List"), to report our receipt of the FNOL Warning;
  - 17.4.2. where there is no answer to any number on your Contact List and the option is available, leave a voicemail message reporting our receipt of the FNOL Warning and giving details about how we may be contacted;
  - 17.4.3. if we are not able to contact anyone on your FNOL Contact List by telephone, send an SMS message to the first person on your FNOL Contact List reporting our receipt of the FNOL Warning and giving details about how we may be contacted; and
  - 17.4.4. where requested to do so by someone on your FNOL Contact List, telephone the emergency services and liaise with them as to the location of the Vehicle.
- 17.5. You agree that you will:
  - 17.5.1. obtain the consent of every person on your FNOL Contact List to be contacted in accordance with this Clause 17; and
  - 17.5.2. inform each person on your FNOL Contact List of the nature of FNOL Warnings (as described in Clauses 17.2 and 17.3 above).
- 17.6. We do not guarantee that you will be notified in the event that the Vehicle is involved in a traffic accident or similar incident. It is, for example, possible for the Vehicle to be involved in such an incident:
  - 17.6.1. without exceeding the relevant trigger levels required for the Equipment to generate a FNOL Warning; or
  - 17.6.2. in a location which prevents the transmission of the FNOL Warning.
- 17.7. Further to Clause 18 (Limitation of Liability), we will have no liability to you in respect of any damage or distress of whatever nature caused by us acting in accordance with this Clause 17.
- 17.8. You will reimburse us on demand in respect of any charges, losses or other expenses which we incur as a result of claims made against us by anyone in respect of a FNOL Warning or our subsequent contact with your FNOL Contact List.
- 17.9. You may send us a written notice requesting that we amend your FNOL Contact List. We will complete such amendments within 5 days of our receipt of any such notice.



## 18. LIMITATION OF LIABILITY

- 18.1. Subject to Clause 18.2 to 18.7 (inclusive) below, if either of us fails to comply with this Agreement, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with this Agreement.
- 18.2. We do not accept any liability to you or to others in connection with this Agreement for:
- 18.2.1. loss of income or revenue;
- 18.2.2. loss of profit;
- 18.2.3. loss of business;
- 18.2.4. loss of anticipated savings;
- 18.2.5. loss of goodwill/reputation;
- 18.2.6. loss or corruption of data;
- 18.2.7. any waste of time; or
- 18.2.8. loss or failure of any D-iD™ Enabled Device.
- 18.3. We shall also not be liable for any loss or damage caused by:
- 18.3.1. the acts or omissions of the driver of the Vehicle;
- 18.3.2. the Vehicle being stolen; or
- 18.3.3. the operation of the Service being adversely affected by physical features such as underpasses, atmospheric conditions and other causes of interference beyond our reasonable control.
- 18.3.4. any third-party attempting to: remove or otherwise interfere with the relevant Equipment; or remobilise an immobilised Vehicle, without our consent.
- 18.4. We can give no guarantee that the Vehicle will be successfully located or recovered or that the Service will work in adverse conditions. The operation of the Equipment / any D-iD™ Enabled Device and the provision of the Service in accordance with this Agreement depends to a large extent upon the operation of the digital cellular telecommunications technology with which the Equipment / D-iD™ Enabled Device operates. It is possible that this will not work in all parts of the Territory.
- 18.5. This Clause 18 will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by Clauses 18.2 to Clause 18.4 above.
- 18.6. Nothing in this Agreement excludes or limits our liability for:
- 18.6.1. death or personal injury caused by our negligence;
- 18.6.2. fraud or fraudulent misrepresentation;
- 18.6.3. any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- 18.6.4. any deliberate breaches of this Agreement and conditions that would entitle you to terminate the Agreement; or
- 18.6.5. any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
- 18.7. You agree and acknowledge that the provision of the Service does not in any way mitigate your duty to obtain adequate insurance for the Vehicle.

## 19. TRANSFER OF RIGHTS AND OBLIGATIONS

- 19.1. This Agreement is personal to you and relates exclusively to the Vehicle in which the Equipment was originally installed.
- 19.2. You may not transfer, assign, charge or otherwise dispose of an Agreement, or any of your rights or obligations arising under it, without our prior written consent (such consent not to be unreasonably withheld or delayed).
- 19.3. The Agreement between you and us is binding on you and us and on our respective successors and assignees.
- 19.4. We may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of our rights or obligations arising under it, at any time during the term of the Agreement so long, when applicable, we can show that we reasonably believe that the party to whom we are disposing of the Agreement to can provide you with materially the same level of service.

## 20. SUSPENSION OF SERVICE/PLANNED MAINTENANCE

- 20.1. We may, if any modification or maintenance is being carried out to our tracking network, temporarily suspend the Service or access to our Site / App for the period of that modification or maintenance.
- 20.2. We will make a reasonable effort to give you 2 days' notice of any such modification or maintenance but reserve the right to suspend the Service or access to our Site / App on shorter notice if circumstances require.

## 21. EVENTS OUTSIDE OUR CONTROL

- 21.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by events outside our reasonable control ("Force Majeure Event").
- 21.2. We will take all commercially reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Agreement may be performed despite the Force Majeure Event.
- 21.3. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes:
- 21.3.1. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

- 21.3.2. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- 21.3.3. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- 21.3.4. impossibility of the use of public or private telecommunications networks;
- 21.3.5. the acts, decrees, legislation, regulations or restrictions of any government; and
- 21.3.6. pandemic or epidemic.
- 21.4. Our performance under any Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.
- 21.5. If the Force Majeure Event above continues for a period of over three months, either of us shall be entitled to give the other written notice to terminate this Agreement without additional liability.

## 22. TERM AND TERMINATION

- 22.1. Subject to Clause 21 (Events outside our control), this Agreement shall commence upon the Commencement Date and shall continue for a minimum fixed period of twelve (12) months and thereafter shall automatically be renewed for a further minimum period of twelve (12) months on each anniversary of the Commencement Date unless terminated by either party giving at least fourteen (14) days' written notice prior to the next anniversary of the Commencement Date.
- 22.2. Subject to Clause 22.3 below, all subscriptions that are taken out (whether they be Annual Subscriptions or Duration of Ownership subscriptions) must be terminated at the time you dispose of the subscribed Vehicle (whether through sale, write-off or otherwise). You must promptly give us written notice of any such disposal so that the Equipment can be disconnected and the subscription terminated. Subscription Agreements are non-transferable and non-refundable, this includes where the Vehicle is written off, sold or if the same Equipment is reinstalled into another Vehicle. If you notify us that the Vehicle has been written off, sold or otherwise disposed of but subsequently attempt to retract that statement then we reserve the option to, at our discretion, waive the termination, reconnect the Equipment and treat the Agreement as continuing as if the termination had not occurred. We reserve the right to charge a £50 administration fee in the event of any such reconnection.
- 22.3. You may, by written notice to Global Telemetrics, change the Vehicle which is subject to a Duration of Ownership subscription. Such notice may only be given within the first 12 months of the Duration of Ownership subscription, notice given after the expiry of this period will be invalid and Clause 22.2 above will apply. The new vehicle must be fitted with suitable Equipment and satisfy any other requirements which may reasonably be required by Global Telemetrics for the transfer to take place. Only one such transfer may take place. Following such a transfer the new vehicle will be considered the "Vehicle" for the purposes of this Agreement.
- 22.4. Without limiting its other rights or remedies, each party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- 22.4.1. the other party is in material or persistent breach of this Agreement or in the event that such breach can be remedied, the breach has not been remedied within thirty (30) days of written notice of such breach by one party to the other;
- 22.4.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 22.4.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 22.4.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- 22.4.5. the other party (being an individual) is the subject of a bankruptcy petition or order;
- 22.4.6. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
- 22.4.7. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 22.4.8. a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 22.4.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 22.4.10. any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 22.4.2 to Clause 22.4.9 above (inclusive);
- 22.4.11. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- 22.4.12. the other party (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.
- 22.5. We may terminate this Agreement with immediate effect by sending you a written notice to that effect in the event that:

- 22.5.1. any government or regulatory approvals for the use of the Equipment, D-ID™ Enabled Devices or the Service are withdrawn, suspended or amended at any time; or
- 22.5.2. you, or any Authorised User, persistently raise false alarms in circumstances where you or they had no reasonable grounds on which to believe that the Vehicle had been stolen or that genuine emergency or breakdown conditions exist.
- 22.6. You may terminate this Agreement with immediate effect by giving the notice detailed in Clause 23.3 (Our right to vary this Agreement).
- 22.7. Termination shall be without prejudice to the accrued rights of the parties as at the date of termination.
- 22.8. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

### 23. OUR RIGHT TO VARY THIS AGREEMENT

- 23.1. We have the right to revise and amend this Agreement from time to time to, for example, reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 23.2. This Agreement will not be varied unless:
  - 23.2.1. a change is required to be made by law or governmental authority; or
  - 23.2.2. we notify you of the proposed variation in writing and you do not exercise the right of termination detailed in Clause 23.3 below.In which case the proposed variation will apply to this Agreement and any future provision of the Service to you.
- 23.3. You may terminate this Agreement if, within fourteen (14) working days of receipt of a notice given under Clause 23.2.2 above, you notify us that you wish to terminate this Agreement.

### 24. WRITTEN COMMUNICATIONS

- 24.1. Applicable laws require that some of the information or communications we send to you should be in writing.
- 24.2. When using our Site / App, you accept that communication with us will be mainly electronic.
- 24.3. We will contact you by e-mail or provide you with information by posting notices on our Site / App.
- 24.4. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

### 25. NOTICES/COMPLAINTS

- 25.1. If you are dissatisfied with the services we provide, please notify us in writing as soon as you after the occurrence of the event you are complaining about. The procedure to follow when giving such a notice is set out below.
- 25.2. Upon receipt of such notice we will take all reasonable steps to investigate your complaint. We are, of course, happy to deal with day to day queries without a formal written notice, just call us on 0800 279 6407 and we will see what we can do to help.
- 25.3. All written notices given by you to us must be given to Global Telemetrics at Telemetrics House, Old Station Close, Coalville, Leicestershire LE67 3FH or customerservices@globaltelemetrics.com
- 25.4. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in Clause 24 (Written Communications).
- 25.5. Notice will be deemed received and properly served immediately when posted on our Site / App, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.
- 25.6. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### 26. GENERAL

- 26.1. ENTIRE AGREEMENT: We intend to rely upon this Agreement and any document expressly referred to in it in relation to the subject matter of this Agreement. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms and Conditions to be confirmed in writing.
- 26.2. PRIVACY: Please note that any personal data which we are given, collect or record when providing or discussing the Service with you will be treated in accordance with our Customer Privacy Policy and our D-ID™ Privacy Statement (copies of which are available from [www.globaltelemetrics.com/terms](http://www.globaltelemetrics.com/terms)).
- 26.3. NO WAIVER:
- 26.3.1. No failure or delay in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy. No waiver of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provisions.
- 26.3.2. No waiver of any of these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to the other party in writing in accordance with Clause 25.3. (Notices / Complaints) above.

- 26.4. TREATMENT OF INVALID TERMS: If any court or competent authority decides that any of the provisions of these Terms and Conditions or any provisions of this Agreement is invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 26.5. THIRD PARTY RIGHTS: A person who is not party to this Agreement shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.
- 26.6. CONFLICT: In the event of any conflict between these Terms and Conditions and any terms provided in respect of the use of our Apps then, in respect of those Apps, the terms provided with the App shall take priority.
- 26.7. GOVERNING LAW AND JURISDICTION: If there is a dispute between us, we both agree that the Courts of England and Wales will be the only Courts with the power to deal with the dispute and that English law will apply.

### 27. DISCONTINUATION of 2G / 3G Services

- 27.1. Mobile networks operate utilising a number of different systems and technology. One example of this is the LTE, 2G, 3G, 4G and 5G networks.
- 27.2. The UK's 2G and 3G networks are provided by a number of different mobile operators. Those operators are currently in the process of reviewing and in some cases shutting down all or part of those networks. Those operators have confirmed that they do not intend to operate the 2G and 3G networks, but all or part of those networks may be shut down before that date.
- 27.3. Some of the equipment used to provide our Services requires 2G and 3G networks to transmit and receive the signals necessary for that equipment to operate (the "2G / 3G Dependent Services"). A material reduction, or complete shutdown, of one or more of those networks will therefore significantly reduce, or remove, our ability to provide those 2G / 3G Dependent Services (a "2G / 3G Shutdown Event").
- 27.4. We will not be required to provide the Services, or otherwise liable to you, or to others in connection with this Agreement, if and to the extent:
  - 27.4.1. we are not able to provide the Services to you (in whole or in part) as a result of a 2G / 3G Shutdown Event; or
  - 27.4.2. your Equipment does not operate (in whole or in part) as a result of a 2G / 3G Shutdown Event.
- 27.5. In the event that a 2G / 3G Shutdown Event prevents the Equipment in your Vehicle from providing 2G / 3G Dependent Services, you may terminate this Agreement by written notice to us. Please contact us at [customerservices@globaltelemetrics.com](mailto:customerservices@globaltelemetrics.com) if you would like to discuss opportunities to upgrade your Equipment" should you wish to do so.