

This document (together with the documents referred to in it) tells you 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.

If you have any questions about these terms and conditions please contact us at sales@smartrack.uk.net. Alternatively, advice about your legal rights is available from your local Citizens' Advice Bureau or trading standards office.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Services from our site.

While 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 17 – Limitation of Liability.**

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; and**
- **Clause 16 – Breakdown Service.**

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1. INFORMATION ABOUT US

- 1.1. We are Smartrack Limited (Company Number 05646113). We trade as Telemetrics or Global Telemetrics.
- 1.2. We operate the website <http://www.smartrack.uk.net/> (our "Site").
- 1.3. Our registered office and main trading address is 63 Fosse Way, Syston, Leicestershire, LE7 1NF.
- 1.4. Our VAT number is 900 5910 58.

2. YOUR STATUS

- 2.1. By placing an order through our site, 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. After placing an order with us through our Site, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. 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. 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.
- 3.3. 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**" / "**Terms and Conditions**" means the contract between us which comes into force on the Commencement Date and which incorporates the terms and conditions set out in this document;
 - "**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;
 - "**Duration of Ownership Subscription**" means payment for provision of a Service for the duration of the your ownership of the Vehicle;
 - "**Equipment**" means the Telemetrics compatible equipment installed in your Vehicle;
 - "**Recovery Service**" means the service to be procured or provided by us pursuant to Clause 16 (Breakdown Service) below;
 - "**Service**" means the vehicle tracking services to be provided by us (as set out in your completed online order form);
 - "**Service Confirmation**" has the meaning given to it in Clause 3.1;
 - "**Telemetrics**", "**We**" or "**Us**" means Smartrack Limited (Company Number 5646113), trading as Telemetrics or Global Telemetrics, whose registered office is 63 Fosse Way, Syston, Leicestershire, LE7 1NF;
 - "**Subscriber Instructions and Procedures**" means the set of instructions and procedures you are to follow in order to ensure the proper operation of the Services;
 - "**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 Equipment and the Service has been accepted by us.
- 4.2. Reference in this Agreement to a singular number includes the plural and vice versa and to the masculine gender includes the feminine.
- 4.3. References to Clauses are to the clauses set out within this Agreement.
- 4.4. Headings to Clauses are included for ease of reference and should not affect the interpretation of this Agreement.
- 4.5. 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;
- 4.6. 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; and
- 4.7. A reference to "writing" or "written" includes faxes and e-mails.

5. RIGHT TO CANCEL YOUR ORDER

- 5.1. If you are contracting as a consumer, you may cancel an Agreement at any time within seven working days, beginning on the day after you received the Service Confirmation ("Cancellation Period").
- 5.2. To cancel the Agreement, simply send us a written notice stating that you would like to cancel within the Cancellation Period. The procedure to follow when you want to give such a notice to us is set out in Clause 24 (Notices / Complaints).
- 5.3. If you do cancel the Agreement in this way you will receive a full refund of the price paid for the Services in accordance with our refunds policy (set out in 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.

6. INSTALLATION OF TELEMETRICS' EQUIPMENT

- 6.1. The Customer will arrange for installation of the Equipment into the Vehicle.
- 6.2. We will have no liability whatsoever if we are unable to provide the Services due to 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 Telemetrics approved installation sites is available on request.
- 6.3. We will not be held liable for any act or indirect loss or damage caused during the course of the installation of the Equipment.

7. TITLE AND 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 price shown on our Site on the Commencement Date; and

8.1.2. in the case of each renewal pursuant to Clause 21.1 (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.

8.2. You shall pay for the Services by credit/debit card, cash, cheque or (if we request) bank transfer to an account we nominate to you in writing.

8.3. 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.

8.5. Where we have agreed to accept Duration of Ownership Subscription, the provision of the Service shall apply only to you while you remain the owner of the Vehicle.

8.6. 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 Services in full before the change in VAT takes effect.

8.7. If the pricing error is obvious and unmistakable and could have reasonably recognised by you as an error, we do not have to provide the Services 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 this Agreement and any applicable Direct Debits in the event that you do not renew this Agreement. We recommend you contact both your bank us to ensure a Direct Debit payment is properly cancelled.

9. POTENTIAL ADDITIONAL FEES

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

9.2. You will reimburse us on demand in respect of any reasonable costs and expenses incurred by us in tracing you and in taking steps to enforce payment of any sums due.

9.3. If your bank fails to honour any direct debit, cheque or other method of payment, you shall reimburse us in respect of any reasonable costs and expenses incurred in requesting repayment of the amounts due.

9.4. We reserve the right to make a charge to cover our reasonable costs and expenses in the event that you fail to give a minimum of 24 hours notice of cancellation for any pre-arranged call out.

9.5. Should the customer require Smartrack to takeover the recovery of a stolen vehicle, but has not subscribed to the Stolen Vehicle Recovery Service, a one off fee for each incident of £350+VAT will be required before the Stolen Vehicle Recovery Service can begin.

9.6. If you have purchased a vehicle which already had one of our systems installed you will need to pay a one off administration fee along with the relevant subscription fee before we can provide the Services.

9.7. 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 9.7 we reserve the right to charge you for any work we undertake due to your incorrect operation of the system.

9.8. Additional sums regarding the recovery of your Vehicle may be charged in accordance with Clauses 16.4 and 16.5 (Recovery Service).

9.9. We reserve the right to make an additional charge in the event that you travel outside the EU or if the vehicle is taken away from the mainland UK for a period of 21 days or more within any 12 month period.

9.10. We make additional charges to recover any archived data, to provide you with an online web account and if you are a non UK resident. These charges are set out in our Site.

10. REFUNDS POLICY

10.1. If you cancel your subscription to the Services:

10.1.1. because you have cancelled the Agreement between us within the seven-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 30 days of the day on which you gave us notice of cancellation. In this case, we will refund the price of the cancelled Service in full.

10.1.2. for any other reason (for instance, because you have notified us in accordance with Clause 22 (Our right to vary this Agreement) that you do not agree to a change in this Agreement or in any of our policies) 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 usually refund any money received from you using the same method originally used by you to pay for your subscription.

11. LICENCE TO USE OUR SITE

11.1. You are permitted to print and download extracts from our Site 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 are modified in any way;

11.1.2. no graphics on our Site 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 (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of this Agreement, any use of extracts from our Site 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 automatically terminates and you must immediately destroy any downloaded or printed extracts from our Site.

11.3. Subject to Clause 11.1 above, no part of our Site 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. SERVICE ACCESS AND USER REGISTRATION

- 12.1. While we will endeavour to ensure that the Site is available 24 hours a day we make no warranty that access to the Site will be uninterrupted or error free.
- 12.2. Please note that access to our Site 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 20 (Events outside our control).
- 12.3. You will not misuse our Site (including, without limitation, by hacking).
- 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 observe and comply with all the Subscriber Instructions and Procedures associated with the Site and the Services.

13. REMOTE IMMOBILISATION SERVICE

- 13.1. This Clause 13 shall apply if you have subscribed to a Service 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 Police.

14. CAT SERVICE

- 14.1. This Clause 14 shall apply if you have subscribed to a Service which includes CAT (Category 5 or 6) tracking.
- 14.2. The Service will meet the tracking requirements of, as applicable, the CAT 5 or CAT 6 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 requirements as to the nature of the equipment used or supplied will NOT apply to this Agreement.

15. PROVISION OF SERVICE AND YOUR OBLIGATIONS UPON BECOMING AWARE OR SUSPECTING THAT A VEHICLE HAS BEEN STOLEN

- 15.1. If you become aware or suspect that a Vehicle has been stolen you must immediately take the following steps:
 - 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 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. You agree and undertake to observe and comply with all the Subscriber Instructions and Procedures associated with the CAT specific Services.
- 15.4. 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 is deactivated.
- 15.5. 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 15.5 we reserve the right to charge you for any work we undertake due to your incorrect operation of the system.

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 a location of your choice within the Territory or to such other location as is required by the Police.
- 16.4. 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 breakdown services 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.
- 16.5. 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.
- 16.6. 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.
- 16.7. We will not in any event be liable for any damage incurred to the vehicle pending recovery to the specified location.
- 16.8. You undertake to advise us in the event:
 - 16.8.1. the Vehicle is to be carried on transportation devices such as trailers or transporters; or
 - 16.8.2. you have authorised a person to use the Vehicle in a manner which would otherwise lead to the Equipment considering that the Vehicle had been stolen.

17. LIMITATION OF LIABILITY

- 17.1. Subject to Clause 17.2 to 17.7 (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 these this Agreement.
- 17.2. We do not accept any liability to you or to others in connection with this Agreement for:
- 17.2.1. loss of income or revenue;
 - 17.2.2. loss of profit;
 - 17.2.3. loss of business;
 - 17.2.4. loss of anticipated savings;
 - 17.2.5. loss of data; or
 - 17.2.6. any waste of time.
- 17.3. We shall also not be liable for any loss or damage caused by:
- 17.3.1. the acts or omissions of the driver of the Vehicle;
 - 17.3.2. the Vehicle being stolen; or
 - 17.3.3. 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.
- 17.4. We can give no guarantee that the Vehicle will be successfully located or recovered or that the Services will work in adverse conditions. The operation of the Equipment 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 operates and it is possible that this will not be working in all parts of the Territory.
- 17.5. However, this Clause 17 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 17.2.1 to 17.2.6 (inclusive) of Clause 17.2 above.
- 17.6. Nothing in this Agreement excludes or limits our liability for:
- 17.6.1. death or personal injury caused by our negligence;
 - 17.6.2. fraud or fraudulent misrepresentation;
 - 17.6.3. 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;
 - 17.6.4. any deliberate breaches of this Agreement and conditions that would entitle you to terminate the Agreement; or
 - 17.6.5. any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
- 17.7. You agree and acknowledge that the provision of the Services does not in any way mitigate your duty to obtain adequate insurance for the Vehicle.

18. TRANSFER OF RIGHTS AND OBLIGATIONS

- 18.1. This Agreement is personal to you and relates exclusively to the Vehicle in which the Equipment was originally installed.
- 18.2. 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).
- 18.3. The Agreement between you and us is binding on you and us and on our respective successors and assignees.
- 18.4. 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.

19. SUSPENSION OF SERVICE / PLANNED MAINTENANCE

- 19.1. We may, if any modification or maintenance is being carried out to our tracking network, temporarily suspend the Service or access to our Site for the period of that modification or maintenance.
- 19.2. 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 on shorter notice if circumstances require.

20. EVENTS OUTSIDE OUR CONTROL

- 20.1. 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").
- 20.2. 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.
- 20.3. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 20.3.1. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 20.3.2. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 20.3.3. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 20.3.4. impossibility of the use of public or private telecommunications networks;
 - 20.3.5. the acts, decrees, legislation, regulations or restrictions of any government; and
 - 20.3.6. pandemic or epidemic.
- 20.4. 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.
- 20.5. 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.

21. TERM AND TERMINATION

- 21.1. Subject to Clause 20 (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.
- 21.2. Without exception, 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. 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.
- 21.3. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 21.3.1. 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;
 - 21.3.2. 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;
 - 21.3.3. 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;
 - 21.3.4. 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);
 - 21.3.5. the other party (being an individual) is the subject of a bankruptcy petition or order;
 - 21.3.6. 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;
 - 21.3.7. 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);
 - 21.3.8. 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;
 - 21.3.9. 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;
 - 21.3.10. 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 21.3.2 to Clause 21.3.9 above (inclusive);
 - 21.3.11. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - 21.3.12. 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.
- 21.4. We may terminate this Agreement with immediate effect by sending you a written notice to that effect in the event that:
- 21.4.1. any government or regulatory approvals for the use of the Equipment or Services are withdrawn, suspended or amended at any time;
 - 21.4.2. 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.
- 21.5. You may terminate this Agreement with immediate effect by giving the notice detailed in Clause 22.3 (Our right to vary this Agreement).
- 21.6. Termination shall be without prejudice to the accrued rights of the parties as at the date of termination.
- 21.7. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

22. OUR RIGHT TO VARY THIS AGREEMENT

- 22.1. 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.
- 22.2. This Agreement will not be varied unless:
- 22.2.1. a change is required to be made by law or governmental authority; or
 - 22.2.2. we notify you of the proposed variation in writing and you do not exercise the right of termination detailed in Clause 22.3 below. In which case the proposed variation will apply to this Agreement and any future provision of the Services to you.
- 22.3. You may terminate this Agreement if, within fourteen (14) working days of receipt of a notice given under Clause 22.2.2 above, you notify us that you wish to terminate this Agreement.

23. WRITTEN COMMUNICATIONS:

- 23.1. Applicable laws require that some of the information or communications we send to you should be in writing.
- 23.2. When using our Site, you accept that communication with us will be mainly electronic.
- 23.3. We will contact you by e-mail or provide you with information by posting notices on our Site.
- 23.4. 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.
- 23.5. This Clause 23 does not affect your statutory rights.

24. NOTICES/COMPLAINTS

- 24.1. 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.
- 24.2. 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 048 3552 and we will see what we can do to help.
- 24.3. All written notices given by you to us must be given to Smartrack Limited (trading as Global Telemetrics) at 63 Fosse Way, Syston, Leicestershire, LE7 1NF or sales@globaltelemetrics.eu.
- 24.4. 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 23 (Written Communications).
- 24.5. Notice will be deemed received and properly served immediately when posted on our Site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.
- 24.6. 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.

25. GENERAL

- 25.1. **ENTIRE AGREEMENT:** We intend to rely upon this Agreement and any document expressly referred to in them 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.
- 25.2. **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 Subscription Privacy Policy (a copy of which is available from Page 9 of this document).
- 25.3. **NO WAIVER:**
- 25.3.1. No failure or delay in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy.
- 25.3.2. 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.
- 25.3.3. 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 24 (Notices / Complaints) above.
- 25.4. **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.
- 25.5. **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.
- 25.6. **GOVERNING LAW:** 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.

This privacy policy sets out how we deal with any personal data we collect from you while you are using our website or we are providing or discussing our services with you.

WHO ARE WE

We are Smartrack Limited (Company Number 05646113). We trade as Telemetrics or Global Telemetrics. We operate the website <http://www.smartrack.uk.net/> (our "Site"). Our registered office and main trading address is 63 Fosse Way, Syston, Leicestershire, LE7 1NF. Our VAT number is 900 5910 58.

INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

- Geo-location data regarding any vehicles which you have subscribed to our services. Details of this data are shown below:
- Geo-location data is a record of where a vehicle is at any given moment. If Geo-location data is gathered for a period of time it can be used to show where a vehicle has been, the direction it was travelling and the time when it made those journeys.
- Geo-location data is recorded when your tracking system is activated. If your system is properly installed and has not been tampered with we are able to activate and deactivate the system remotely. The system will be activated whenever our agreement with you obliges or allows us to try and track a vehicle; this is typically done either to test the correct operation of the system or when you, the police or your insurance company contact us to report that the vehicle has been stolen.
- Geo-location data will no longer be recorded when the tracking system is deactivated. You may request for the system to be deactivated in this way.
- Geo-location data is key to our services. As such, if you refuse to allow us to gather geo-location data or request that the system be deactivated we will be unable to provide you with those services.
- Information that you provide by filling in forms on our Site. This includes information provided at the time of registering to use our Site, subscribing to our service, posting material or requesting further services.
- Information that you provide when you contact us. In particular, telephone calls that you make to use may be recorded.
- Details of transactions you carry out with us (through our Site or otherwise) and of the fulfilment of your orders.

USES MADE OF THE INFORMATION

We use the data held about you in the following ways:

- To track the location of vehicles which you have subscribed to our services. In particular, to allow you to view the movements of your vehicle when the system has been activated. Geo-location Data from the previous six (6) months will be available through your account on our Site. We archive Geo-location Data which is more than six (6) months old. Archived data will be provided to you within twenty eight (28) working days of a written request.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any contracts entered into between you and us.
- To notify you about changes to our service.

We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you. We or they may contact you about these by post or telephone.

If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this.

If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data.

Please note that the transmission of information via the internet is unfortunately not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our Site; any transmission is at your own risk.

Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes.

You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at Smartrack Limited, 63 Fosse Way, Syston, Leicestershire, LE7 1NF or customerservices@globaltelemetrics.eu

DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to any member of our group of companies. This means our subsidiaries, our ultimate holding company and the subsidiaries of that holding company. (For reference, subsidiary and holding company are defined in section 1159 of the UK Companies Act 2006).

We may disclose your personal information, and in particular the Geo-Location data, to third parties in the following circumstances:

- to aid with Police investigations. For example, we may provide the Police with Geo-location data regarding a vehicle which has been reported as stolen or recordings of telephone calls you have made to us.
- to aid with the proper administration of insurance claims or applications. For example, your ability to provide geo-location data may be used to gain PAYD (pay as you drive) insurance. Should this be the case you agree to us making reasonable disclosure of that geo-location data to your insurance company in respect of such insurance.
- For research purposes, for example to analyse the Geo-location data to examine if there are any trends or patterns to how a vehicle is used once it has been stolen.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, our terms and conditions of supply and other agreements or to protect the rights, property, or safety of Smartrack Limited, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
- If Smartrack Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the assets transferred to that third-party.
- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers.

Where we have given you (or where you have chosen) a password as part of our services, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

IP ADDRESSES

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

COOKIES

For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on your browser or the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our Site and to deliver a better and more personalised service. Some of the cookies we use are essential for the Site to operate.

If you register with us or if you continue to use our Site, you agree to our use of cookies.

Cookies are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the Site.

Examples of purposes for which a cookie may be used:

- to estimate our audience size and usage pattern;
- to store information about your preferences, and so allow us to customise our Site and to provide you with offers that are targeted at your individual interests;
- to speed up your searches;
- to recognise you when you return to our Site.
- to allow you to use our Site in a way that makes your browsing experience more convenient, for example, by allowing you to store items in an electronic shopping basket between visits. If you register with us or complete our online forms, we will use cookies to remember your details during your current visit, and any future visits provided the cookie was not deleted in the interim; and

DATA PROTECTION AND ACCESS TO YOUR INFORMATION

Smartrack Limited is the data controller for the purpose of the Data Protection Act 1998 (the "Act").

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to help towards our costs in providing you with details of the information we hold about you.

CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on our Site and, where we think it's appropriate, notified to you by e-mail.

CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to customerservices@globaltelemetrics.eu

We can also be contacted at the following address: Smartrack Limited, 63 Fosse Way, Syston, Leicestershire, LE7 1NF.