

The logo consists of a black circle containing a white stylized location pin icon with a crosshair, overlaid on a white road-like graphic that curves around the pin.

FLEET TRACKING
CONSULTANCY
SERVICE AGREEMENT





BUSINESS TERMS AND CONDITIONS

CONTRACT DETAILS

This Agreement is made between:

- ! Fleet Tracking Consultancy Ltd, a private limited company, incorporated and registered in England and Wales with company number 13356709, whose registered office is at Old Lloyds Chambers, 139-141 Manchester Road, Altrincham, United Kingdom, WA14 5NS, trading as Fleet Tracking Consultancy Ltd (“**we**”, “**us**”, “**our**”);

and

- ! The Customer (“**Customer**”, “**You**”)

BACKGROUND

Fleet Tracking Consultancy Ltd provides a range of vehicle management solutions to maximise efficiency, protect the Customers investments, and to meet regulatory requirements. The Customer wishes to engage Fleet Tracking Consultancy Ltd for the provision of their Services. Fleet Tracking Consultancy Ltd is willing to provide Services to the Customer in accordance with the terms of this Agreement (“**Services**”). Customers can find Fleet Tracking Consultancy’s privacy policy here: <https://fleettrackingconsultancy.co.uk/privacy/>.

To get in touch with customer service:

- ! Call: 03333583845
- ! Email: support@fleettrackingconsultancy.co.uk
- ! Post: Regus Manchester Business Park, 3000 Aviator Way, Manchester, M22 5TG

BY USING OUR SERVICES, THE CUSTOMER AGREES TO THE FOLLOWING TERMS

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AGREED TERMS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement:

1.1.1 “**Agreement**” or “**Contract**” means this agreement between the Customer and Fleet Tracking Consultancy Ltd that is made up of:

1.1.1.1 The Contract Details.

1.1.1.2 The Agreed Terms.

1.1.2 “**Active Device**” meaning any device which has sent a data packet/connected to Fleet Tracking Consultancy Ltd’s server in the previous calendar month.

1.1.3 “**Business Day**” means 9:30am to 5:30pm Monday to Friday (excluding public holidays in England and Wales).

1.1.4 “**Confidential Information**” means any information of a confidential nature as described in clause 11.

1.1.5 “**Customer’s Equipment**” means any equipment, systems, or facilities provided by the Customer and used directly or indirectly in the supply of Services. This is extended to apply to any equipment, systems, or facilities which are accessed remotely.

1.1.6 “**Deliverables**” means all Documents, products, and materials developed by Fleet Tracking Consultancy Ltd or its agents, subcontractors, consultants, or employees in relation to the Services provided in any form.

1.1.7 “**Document**” includes (in addition to any document in writing) any drawing, plan, diagram, design, image, tape, disk, or any other device or record embodying information in any form.

1.1.8 “**Fleet Tracking Consultancy Ltd’s Team**” means all directors, managers, employees, consultants, engineers and specialists, agents, and subcontractors engaged in relation to the Services.



- 1.1.9 “**Force Majeure Event**” has its definition in clause 19.1.
- 1.1.10 “**In-put Material**” means all Documents, information, and materials provided by the Customer, relating to the Services.
- 1.1.11 “**Intellectual Property Rights**” or “**IPR**” means patents; utility models; rights to inventions; copyright, neighbouring, and related rights; trademarks and service marks; business names and domain names; rights in get-up and trade dress, goodwill, and the right to sue for passing off or for unfair competition; rights in designs; database rights; rights to use, and to protective confidentiality of, confidential information (including know-how and trade secrets); and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection, which subsist or will subsist, now or in future, in any part of the world.
- 1.1.12 “**Pre-existing Materials**” means all Documents, information, and materials provided by Fleet Tracking Consultancy Ltd or its agents, subcontractors, consultants, or employees, relating to the Services, which existed prior to the Agreement.
- 1.1.13 “**VAT**” means value added tax, chargeable under the Value Added Tax Act 1994.
- 1.1.14 References to **clauses** and **schedules** are to the clauses and schedules of this Agreement, and references to **paragraphs** are to the paragraphs of the relevant schedule or appendix.
- 1.1.15 Schedules, clauses, and paragraph headings shall not affect the interpretation of this Agreement.
- 1.1.16 Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.
- 1.1.17 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.



- 1.1.18 Any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**”, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term, preceding or following those terms.
- 1.1.19 A reference to “**writing**” or “**written**” includes fax and e-mail.
- 1.1.20 A reference to a **person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.1.21 A reference to a **party** shall include that party’s personal representatives, successors, and permitted assigns.
- 1.1.22 A reference to a **company** shall include any company, corporation, or other corporate body, wherever and however incorporated or established.
- 1.1.23 A reference to a **statute** or **statutory provision** shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.1.24 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. COMMENCEMENT AND DURATION

- 2.1. This Agreement shall continue unless the Agreement is terminated by one of the parties giving the other 1 month notice in writing (unless this Agreement is terminated in accordance with clause 16).
- 2.2. Fleet Tracking Consultancy Ltd shall provide the Services and shall continue to provide the Services throughout the term.

3. FLEET TRACKING CONSULTANCY LTD’S RESPONSIBILITES



3.1. Fleet Tracking Consultancy Ltd shall:

- 3.1.2 Use reasonable endeavors to perform the Services and deliver the Deliverables to the Customer and shall allocate sufficient resources (including all equipment, tools, or other items required) to the Services to enable it to comply with this obligation.
- 3.1.3 Ensure that all goods, materials, standards, and techniques used in providing the Services are of good quality and are free from defects in workmanship, installation, and design.
- 3.1.4 Ensure Fleet Tracking Consultancy Ltd's Team use reasonable skill and care in the performance of the Services.
- 3.1.5 Comply with all applicable laws and regulations relating to the provision of the Services; and provided that Fleet Tracking Consultancy Ltd shall not be liable under the Agreement if, as a result of such compliance, they are in breach of any of their obligations under this Agreement.
- 3.1.6 Co-operate with the Customer in all matters relating to the Services.
- 3.1.7 Take Reasonable care of any of the Customer's Equipment and In-Put Material in Fleet Tracking Consultancy Ltd's possession and make them available for collection by the Customer on reasonable notice and request. Fleet Tracking Consultancy Ltd may dispose of the Customer's Equipment or In-Put Material if the Customer fails to collect them within a reasonable period after termination of this Agreement.
- 3.1.8 Observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Customer's premises and have been communicated to Fleet Tracking Consultancy Ltd, provided that Fleet Tracking Consultancy Ltd shall not be liable under this Agreement if, as a result of such observation, Fleet Tracking Consultancy Ltd are in breach of any of their obligations under this Agreement.



4. CUSTOMER'S OBLIGATIONS

4.1 The Customer Shall:

- 4.1.2 Co-operate with Fleet Tracking Consultancy Ltd in all matters relating to the Services.
- 4.1.3 Provide such information as Fleet Tracking Consultancy Ltd may reasonably request, and the Customer considers reasonably necessary in order to carry out the Services in a timely manner and to ensure that it is accurate in all material respects.
- 4.1.4 Pay all invoices submitted by Fleet Tracking Consultancy Ltd in accordance with clause 8.
- 4.1.5 If Fleet Tracking Consultancy Ltd's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, Fleet Tracking Consultancy Ltd shall:
 - 4.1.5.1 Not be liable for any costs, charges, or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
 - 4.1.5.2 Be entitled to payment of the charges despite any such prevention or delay.
 - 4.1.5.3 Be entitled to recover any additional costs, charges, or losses that Fleet Tracking Consultancy Ltd sustains or incurs that arise directly or indirectly from such prevention or delay.

5. CLOUD GPS TRACKING PLATFORM

- 5.1. The Customer acknowledges and agrees that the availability of Fleet Tracking Consultancy Ltd's vehicle tracking software (or relevant parts thereof) is dependent upon systems, technologies and other factors which are beyond our control including but not limited to:
 - 5.1.1. mobile communication networks;



- 5.1.2. Global Positioning System technologies (GPS); and
 - 5.1.3. General Packet Radio Service technologies (GPRS) operated by third party providers and the Internet and interconnected systems.
- 5.2. Due to the nature of such technologies, systems and other factors, problems including but not limited to:
- 5.2.1. Outages;
 - 5.2.2. link failures;
 - 5.2.3. power difficulties;
 - 5.2.4. network overloads;
 - 5.2.5. signal degradation and topographic;
 - 5.2.6. electromagnetic; and
 - 5.2.7. other interferences and government intervention may have an adverse effect on the availability of our vehicle tracking services.
- 5.3. While Fleet Tracking Consultancy Ltd endeavours to ensure that the vehicle tracking software is normally available 24 hours a day and to mitigate where possible the adverse effects of the problems referred to above, Fleet Tracking Consultancy Ltd shall not be liable in any way for loss(es) suffered as a result of any such problems or if for any other reason the vehicle tracking software or any part thereof is unavailable to the customer at any time or for any period. Access to the vehicle tracking software may be suspended temporarily and without notice as a result of such problems or for any other reasons beyond our control.
- 5.4. The Customer acknowledges and agrees that while Fleet Tracking Consultancy Ltd endeavour to ensure that the information on the vehicle tracking software is correct and free from technical, typographical or other inaccuracies, Fleet Tracking Consultancy Ltd do



not warrant the accuracy and completeness of the material and in particular in relation to the various reports. Data transmitted from the vehicle tracker unit may be compromised, lost or corrupted in transmission due to factors beyond our control (including but not limited to failures in mobile, GPS and GPRS technologies operated by third parties). We do not warrant that the material on the vehicle tracking software is current or “real time” and the Customer acknowledges that it may be out of date and that we make no commitment to update such material. The material on the vehicle tracking software is provided “as is”, without any conditions, warranties, or other terms of any kind.

6. SIM CARDS & DATA CONSUMPTION

- 6.1. Fleet Tracking Consultancy Ltd SIM cards are multi network EU roaming and will work in most countries across Europe. If the SIM card is used to connect in any other country it will be blocked. Most of our hardware will only work on the 2G mobile networks, and will therefore only connect in countries which support the 2G networks.
- 6.2. Fleet Tracking Consultancy Ltd SIM cards are priced to include 30MB of data per SIM card per month. If the usage exceeds this amount, we reserve the right to alter the settings on your device to ensure data consumption remains within the 30MB allowance.
- 6.3. If service on any of the Customer’s devices is inactive for more than 3 months, the SIM card will be blocked. It may not be possible to restart a blocked SIM card in which case if the Customer wants to reactivate the device it may require Fleet Tracking Consultancy Ltd to send the Customer a new SIM card which will be charged at £3.

7. CHANGE CONTROL

- 7.1. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.



7.2. If either party has made any request to make a change to the scope or execution of the Services, Fleet Tracking Consultancy Ltd shall, within a reasonable time, provide a written estimate to the Customer of:

7.2.1 The likely time required to implement the change.

7.2.2 Any necessary variations to Fleet Tracking Consultancy Ltd's charges arising from the change.

7.2.3 Any other impact of the change on this Agreement.

7.3. Unless both parties consent to a proposed change, there shall be no change to this Agreement.

7.4. If both parties consent to a proposed change, the change shall be made only after the agreement of the necessary variations to Fleet Tracking Consultancy Ltd's charges, the Services, and any other relevant terms of this Agreement has been varied in accordance with clause 20.

7.5. If Fleet Tracking Consultancy Ltd requests a change to the scope or execution of the Services in order to comply with any applicable safety or statutory requirements, and such changes do not materially affect the nature or scope of, or the charges for the Services, the Customer shall not unreasonably withhold or delay consent to it. Unless Fleet Tracking Consultancy Ltd's request was attributable to the Customer's non-compliance with the Customer's obligations, neither the Fleet Tracking Consultancy Ltd's charges nor any other terms of this Agreement shall vary as a result of such change.

8. CHARGES AND PAYMENT

8.1. In consideration of the provision of the Services by Fleet Tracking Consultancy Ltd, the Customer shall pay the charges in accordance with this clause 8.



- 8.2. Customers can find the price for services in Fleet Tracking Consultancy Ltd's company brochure.
- 8.3. All hardware orders are to be paid in full before Fleet Tracking Consultancy Ltd dispatches them to the Customer.
- 8.4. Standard End User Service Subscription payments must be made in advance of service provision.
- 8.5. The charges and payments by the Customer exclude VAT, which Fleet Tracking Consultancy Ltd shall add to its invoices at the appropriate rate.
- 8.6. The charges shall be paid in GBP, unless otherwise agreed in writing by Fleet Tracking Consultancy Ltd.
- 8.7. Fleet Tracking Consultancy Ltd accepts bank transfers and direct debit payments with Visa and Mastercard.
 - 8.7.1. Customers can opt to set up direct debit to pay service subscription fees. The Customer will be billed via email on the first day of every month, and the total invoice amount will be collected.
 - 8.7.2. If a direct debit payment collection fails for any reason, Fleet Tracking Consultancy Ltd shall attempt to collect the payment.
 - 8.7.3. If the payment collection fails on the second attempt, Fleet Tracking Consultancy Ltd reserves the right to switch the device to a 'Pay As You Go Recharge' plan and the Customers devices will be locked.
- 8.8. For Pay As You Go recharge plans:
 - 8.8.1. On the first day of the month, every device in the Customers account will deduct the relevant fee from the Customers account balance.



8.8.1.1. If the account balance reaches zero, the device(s) will be blocked unless the Customer adds credit to the account to a level of credit equal to, or more than the fee charged on the device tariff plan, at which point, the blocked device will be unblocked.

8.8.1.2. Where a device is unblocked, it may take up to 24 hours for the device to attach to a new data session and reconnect to the server.

8.9. For White Label Resellers and Dealers with Admin Panel access:

8.9.1. These Customers will be charged a fee for every Active Device in their reseller administration panel account;

8.9.2. The reseller will be emailed an invoice at the beginning of every month, with the total service subscription charges to cover the previous month;

8.9.2.1. The invoice shall be calculated by multiplying the total number of Active Devices in the previous calendar month by the service subscription fee per device.

8.9.3. If payment is not received after 7 days of being invoiced, access to the Customers administration panel will be blocked;

8.9.4. If payment is not received after 14 days of being invoiced, end users will be blocked from accessing the platform.

8.10. Fleet Tracking Consultancy Ltd reserve the right to change the price we charge for the monthly software service subscriptions and SIM card data charges.

8.10.1. Any tariff changes will be advised to the Customer by email no less than 30 days before the new tariff starts.

8.11. All amounts due under this Agreement from the Customer to Fleet Tracking Consultancy Ltd shall be paid in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law).



8.12. If Fleet Tracking Consultancy Ltd requires a deposit and the Customer fails to make payment, Fleet Tracking Consultancy Ltd may suspend all Services until payment has been made. Fleet Tracking Consultancy Ltd also reserves the right to terminate this Agreement if any money payable to them is not paid on the due date.

8.13. If a party fails to make any payment due to the other party under this Agreement, by the due date for payment, then, without limiting the other party's remedies under clause 18, the defaulting party shall pay interest on the overdue amount at the rate of 8% per annum above Bank of England base rate. Such interest shall accrue on a daily basis, from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

8.14. In relation to payments disputed in good faith, interest under clause 8.13 is payable only after the dispute is resolved on sums found or agreed to be due, from the due date until payment.

8.15. Invoices covering payment in respect of materials purchased by, or services provided to Fleet Tracking Consultancy Ltd, or for reimbursement of expenses, shall be payable by the Customer only if accompanied by relevant receipts and prior written approval was obtained from the Customer.

8.16. The parties agree that Fleet Tracking Consultancy Ltd may review and increase the charges, provided that such charges will not be increased more than once in any 12-month period. Fleet Tracking Consultancy Ltd will give the Customer not less than 1 month notice of any increase. If such increase is not acceptable to the Customer, it may terminate this Agreement by giving 1 month notice to Fleet Tracking Consultancy Ltd.

9. QUALITY OF SERVICES

9.1. Fleet Tracking Consultancy Ltd warrants to the Customer that:



- 9.1.1. Fleet Tracking Consultancy Ltd will perform the Services with reasonable care and skill, and in accordance with generally recognised commercial practices and standards in the industry for similar services.
- 9.1.2. The Services will materially conform with all descriptions provided to the Customer by Fleet Tracking Consultancy Ltd.
- 9.1.3. The Services will be provided in accordance with all applicable legislation from time to time in force, and Fleet Tracking Consultancy Ltd will inform the Customer as soon as it becomes aware of any changes in that legislation.
- 9.1.4. The Customer's rights under this Agreement are in addition to the statutory terms implied in favour of the Customer by the Supply of Goods and Services Act 1982 and any other statute.
- 9.1.5. The provision of this clause shall survive any performance, acceptance, or payment pursuant to this Agreement and shall extend to any substituted or remedial services provided by Fleet Tracking Consultancy Ltd.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Fleet Tracking Consultancy Ltd shall own all Intellectual Property Rights in existence which are created in the provision of the Services. Nothing in this Agreement is intended to transfer any title, right, or interest in such Intellectual Property Rights to the Customer.
- 10.2. In relation to any claim (including threats) or dispute brought to the Customer's attention, the Customer shall:
 - 10.2.1. Upon becoming aware, notify Fleet Tracking Consultancy Ltd of such a claim (including threats) or dispute.
 - 10.2.2. Allow Fleet Tracking Consultancy Ltd to conduct all negotiations and proceedings to settle the IPR's claim.



- 10.2.3. Provide Fleet Tracking Consultancy Ltd with reasonable assistance regarding the IPR's claim.
- 10.2.4. Not, without prior consultation with Fleet Tracking Consultancy Ltd, make any admission in relation to the IPR's claim or attempt to settle it, provided that Fleet Tracking Consultancy Ltd considers and defends any IPR using competent counsel, and in such a way as not to bring the reputation of the Customer into disrepute.

11. CONFIDENTIALITY

11.1. Both parties undertake that each shall not, at any time during this Agreement, and for a period of 5 years after termination of this Agreement, disclose to any person any In-put Material (in the case of Fleet Tracking Consultancy Ltd), Pre-existing Material (in the case of the Customer), technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature, or any other confidential information concerning the disclosing party's business or its products which the receiving party may obtain in connection with entering into this Agreement, except as permitted by clause 11.2.

11.2. Both parties may disclose Confidential Information:

11.2.1. To its employees, agents, consultants, or subcontractors (and in the case of Fleet Tracking Consultancy Ltd, Fleet Tracking Consultancy Ltd's Team) as is needed for the purpose of discharging its obligations under this Agreement. The party in receipt of such information shall ensure that its employees, agents, consultants, or subcontractors to whom it discloses the Confidential Information, comply with this clause 11.

11.2.2. As may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

11.3. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.



11.4. All materials, equipment and tools, drawings, specifications, and data supplied by one party to the other, shall at all times be (and remain) the exclusive property of the party supplying such materials, equipment and tools, drawings, specifications, and data, but shall be held by the receiving party in safe custody at its own risk, and maintained and kept in good condition by that party until returned to the supplying party, and shall not be disposed of or used, other than in accordance with any written instruction or authorisation.

12. LIMITATION OF LIABILITY

12.1. Fleet Tracking Consultancy Ltd's total liability under or in connection with this Agreement shall be limited to the greater of:

12.1.1. 150% the total value of this Agreement; or

12.1.2. £100,000.

12.2. This limit shall apply howsoever that liability arises, including, and without limitation, a liability arising by breach of contract, arising by tort (including, and without limitation, the tort of negligence), or arising by breach of statutory duty.

12.3. Nothing within this clause shall exclude or limit liability for:

12.3.1 Death or personal injury caused by negligence.

12.3.2 Fraud or fraudulent misrepresentation.

12.4. Fleet Tracking Consultancy Ltd will not be liable to the Customer, whether in contract, tort, or restitution, or breach of statutory duty, or otherwise, for any:

12.4.1. Loss of profit.

12.4.2. Loss of goodwill.

12.4.3. Loss of business.



12.4.4. Loss of business opportunity.

12.4.5. Loss of anticipated saving.

12.4.6. Loss of corruption of data or information.

12.4.7. Loss of contracts.

12.4.8. Loss of use of money.

12.4.9. Loss of actual savings.

12.4.10. Loss of revenue.

12.4.11. Loss of reputation.

12.4.12. Ex gratia payments.

12.4.13. Loss of operation time.

12.4.14. Loss of opportunity.

12.4.15. Special, indirect, or consequential damage or loss suffered by the Customer, arising under or in connection with this Agreement.

12.5. Fleet Tracking Consultancy Ltd will not be liable for any loss(es) in relation to any of the following:

12.5.1. Incorrect installation of a device which causes malfunction on the vehicle or machine to which the device is installed; and

12.5.2. Malfunction of a device which causes malfunction on the vehicle or machine to which the device is installed.

12.6. Nothing in this Agreement shall or shall not be deemed to relieve the Customer of any common law duty to mitigate any loss or damage incurred by it.



13. REFUNDS AND RETURNS

13.1. All service subscription payments are non-refundable.

13.2. For all returns, the Customer shall obtain a Returns Authorisation Number (RAN) from Fleet Tracking Consultancy Ltd's support team by contacting support@fleettrackingconsultancy.co.uk.

14. WARRANTIES

14.1. All of Fleet Tracking Consultancy Ltd's hardware comes with a full 12-month warranty against malfunction and defects. In the event an item develops a fault within 12 months of the purchase date, Fleet Tracking Consultancy Ltd's will repair/replace the item free of charge. To return the item, the Customer shall pay the cost of return.

14.2. Any hardware we supply must be installed by a qualified or competent person. The Customer can connect any hardware device to the vehicle at their own risk. Fleet Tracking Consultancy Ltd will not be responsible or liable for any problems or malfunctions which occur on the vehicle after installation of the hardware due to incorrect installation or hardware malfunction.

14.3. Fleet Tracking Consultancy Ltd will not be responsible for any charges incurred in relation to removing and re-installing a faulty device.

15. SHIPPING COSTS

15.1. All orders are sent by Royal Mail Tracked 24, or Royal Mail Special Delivery at Fleet Tracking Consultancy Ltd's discretion.

15.2. A flat rate of £4.95 per order will be charged, along with an extra surcharge of £8 if the weight exceeds 2kg. These rates are subject to change.



16. TERMINATION

16.1. Fleet Tracking Consultancy Ltd may terminate this Agreement with immediate effect by giving written notice to the Customer if:

16.1.1. The Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default for more than 14 days after being notified in writing to make such payment.

16.1.2. The Customer commits a material breach of any term of this Agreement where the breach is irremediable, or if such a breach is remediable, fails to remedy that breach within a period of 14 days.

16.1.3. The Customer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

16.1.4. 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 the Customer's business activities.

16.1.5. An application is made to court (or an order is made) for the appointment of an administrator, or if notice of intention to appoint an administrator is given over the other party.

16.2. If the Customer no longer requires a device, or wishes to temporarily suspend the entire account, the Customer must contact Fleet Tracking Consultancy Ltd's support team at support@fleettrackingconsultancy.co.uk.

17. CONSEQUENCES OF TERMINATION

17.1. On termination of this Agreement for any reason, Fleet Tracking Consultancy Ltd shall immediately deliver to the Customer:



17.1.1. A refund of any sums paid in advance for Services which have not been received by the Customer as a result of the termination of the Agreement.

17.1.2. On termination of this Agreement for any reason, the Customer shall immediately pay to Fleet Tracking Consultancy Ltd, all sums due and owing to it in connection with this Agreement.

17.2 Both parties shall return, destroy, or otherwise deal with, any Confidential Information as the disclosing party shall wish for it to be dealt with.

17.3 On termination or expiry of this Agreement, the following clauses shall continue in force: clause 10, clause 11, clause 17 and clause 27.

17.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

18. REMEDIES

18.1. If any Services are not supplied or Fleet Tracking Consultancy Ltd fails to comply with any terms of this Agreement, the Customer shall be entitled (without prejudice to any other right or remedy) to require Fleet Tracking Consultancy Ltd to carry out such additional work as is necessary to correct its failure.

19. FORCE MAJEURE

19.1. A Force Majeure Event is any circumstance not within a party's reasonable control. This includes, without limitation:

19.1.1 Acts of God such as flood, drought, earthquake, tsunami, or other natural disaster, epidemic, or pandemic.



19.1.2 War, or threat of or preparation for war (including terrorist attack, armed conflict, civil war, civil commotion, or riots).

19.1.3 Imposition of sanctions.

19.1.4 Nuclear, chemical, or biological contamination.

19.1.5 Sonic boom.

19.1.6 Fire, explosion, or accident (including collapse of building).

19.1.7 Interruption or failure of utility services.

19.2. Provided it has complied with this clause 19 if a party is prevented, hindered, or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the affected party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

19.3. The corresponding obligations of the other party will be suspended and its time for performance of such obligations extended to the same extent as those of the affected party.

19.4. The affected party shall:

19.4.1. As soon as practicable after the start of the Force Majeure Event, but no later than 7 Business Days from its start, notify the other party in writing of the event, the date on which it started, its likely or potential duration, and the effect of the event on its ability to perform any obligations under this Agreement.

19.4.2. Use reasonable endeavors to mitigate the effect of the event on the performance of its obligations.

20. VARIATION



20.1. No variation of this Agreement shall be effective unless it is in writing and signed by the parties or their authorised representatives.

21. WAIVER

21.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach.

21.2. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy.

22. RIGHTS AND REMEDIES

22.1. The rights and remedies provided under this Agreement are in addition to and not exclusive of any rights or remedies provided by law.

23. SEVERANCE

23.1. If any provision or part provision of this Agreement becomes invalid, illegal, or unenforceable, this shall not affect the validity and enforceability of the rest of this Agreement.

23.2. If it comes to the attention of either party that any provision or part provision of this Agreement is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable.

24. AGREEMENT IN FULL

24.1. This Agreement, including any schedules and appendixes, constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises,



assurances, warranties, representations, and assurances between them, whether written or oral.

24.2. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties or constitute any party the agent of another party.

25. THIRD PARTY RIGHTS

25.1. No one, other than a party to this Agreement, shall have any right to enforce any of its terms. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

26. NOTICES

26.1. Any notice or other communication given to a party in connection with this Agreement shall be in writing, and shall be:

26.1.1. Delivered either by hand, by pre-paid first-class post, or by other next working day delivery service, at the receiving party's postal address provided in this Agreement unless otherwise stated; or

26.1.2. Sent by email to the email address specified in writing by Fleet Tracking Consultancy Ltd as being a suitable address for service.

26.2. Any notice or communication shall be deemed to have been received:

26.2.1. If delivered by hand, at the time the notice is left at the proper address.

26.2.2. If sent by pre-paid first-class post, or by other next working day delivery service, at 9am on the second Business Day after posting.

26.2.3. If sent by email, at the time of the transmission, or if this time falls outside business hours in the place of receipt, when business hours resume.



26.3 This clause does not apply to the service of any proceedings or other documents in any legal action, or where applicable, any arbitration or other method of dispute resolution.

27. GOVERNING LAW AND JURISDICTION

27.1. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes), shall be governed and construed in accordance with the law of England and Wales. We both agree that the courts of England will have exclusive jurisdiction.

BY USING OUR SERVICES, THE CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT
