

TRACKER NETWORK (UK) LIMITED

Terms of Business

1. Definitions:

1.1 In these Terms, expressions used herein shall be as defined overleaf or otherwise as defined below:

'Additional Services' means services offered by TRACKER to Subscribers from time to time in addition to the Service, the Alert Service and the Guard and Recover Service;

'Alert Service' means the service provided from time to time by TRACKER of alerting the Subscriber to apparently unauthorised movement of the Subscriber's vehicle, such service to be provided in respect of certain Products only as set out on the Form, the Vehicle Registration Form (or such other document as may be provided from time to time by TRACKER);

'Equipment' means the equipment supplied by TRACKER and installed in the Vehicle by a TRACKER approved installer;

'Form' means the printed order form for the TRACKER Services and/or any welcome letter sent to the Subscriber from TRACKER;

'Guard and Recover Service' means the services provided from time to time by TRACKER for guarding and (if applicable) recovering Subscribers' stolen Vehicles located through the Service;

'Network' means the radio communications network and/or GPS/GSM in the Territory operable in conjunction with the Equipment;

'Police' means any Chief Constable, Commissioner of Police, Police Force, Police Authority, or equivalent in the relevant country, or any of their respective servants or local law enforcement officers;

'Product' means the category of Equipment provided by TRACKER in respect of the TRACKER Services as set out on the Form, the Vehicle Registration Form (or such other document as may be provided from time to time by TRACKER);

'Service' means the service provided from time to time by TRACKER or its agent, in co-operation with the Police, for the location of stolen vehicles in the Territory;

'Subscriber' means the person whose application for the TRACKER Services has been accepted by TRACKER or TRACKER's agent;

'Subscriber Procedures' means the set of instructions and procedures to be followed by the Subscriber in order to ensure the proper operation of the TRACKER Services;

'Subscription Charges' means the charges payable by the Subscriber for the TRACKER Services as set out on the Form, the Vehicle Registration Form (or such other document as may be provided from time to time by TRACKER) and, for any term, are non-refundable;

'Subscription Period' means any period for which the Subscriber has paid the Subscription Charges as set out on the Form, the Vehicle Registration Form (or such other document as may be provided from time to time by TRACKER);

'Territory' means the country or countries in which each Product and the TRACKER Services can be used by the Subscriber as set out on the Form and TRACKER's Website from time to time;

'TRACKER' means TRACKER Network (UK) Limited, of Otter House, Cowley Business Park, High Street, Cowley, Uxbridge, Middlesex UB8 2AD;

'TRACKER Services' means the Additional Services, the Alert Service, the Guard and Recover Service and the Service (as applicable) provided by TRACKER in accordance with these Terms;

'TRACKER'S Website' means the website located at www.TRACKER.co.uk or as otherwise notified by TRACKER to the Subscriber;

'Vehicle' means the vehicle belonging to the Subscriber in which the Equipment is installed.

'Vehicle Registration Form' means the printed form(s) upon which the Subscriber registers their Vehicle details and such other information as TRACKER may request from time to time;

'Warranty Period' means (i) 12 months from the date of installation of the Equipment in respect of plant, caravan, motorcycle and HGV (24 volt) Vehicles; and (ii) 36 months from the date of installation of the Equipment in respect of all other Vehicles.

1.2 Reference in these Terms to the singular number includes the plural and vice versa, and to the masculine gender includes the feminine. Headings to clauses are included for ease of reference and shall not affect the interpretation of these Terms. References in these Terms to clauses are references to clauses of these Terms.

2. Provisions of the TRACKER Services

2.1 Within a reasonable time after installation of the Equipment, the Service (and if applicable the Additional Services) will be available to the Subscriber. The Alert Service will be available eight hours (at the earliest) after installation of the Equipment.

2.2 Subject to these Terms, TRACKER will use all reasonable endeavours to maintain the TRACKER Services available to the Subscriber for the Subscription Period.

2.3 Subscriber agrees and undertakes to observe and comply with all Subscriber Procedures provided to the Subscriber upon installation of the Equipment.

2.4 Upon becoming aware, or suspecting, that his Vehicle has been stolen, the Subscriber must immediately take the following steps:

(a) notify the Police and obtain a police crime reference number or equivalent validation from the local Police in respect of the theft; then

(b) inform TRACKER, quoting the police crime reference number or equivalent validation from the local Police and indicating which Police have been notified.

TRACKER will then verify with the Police that the Vehicle is officially logged as stolen, and if so, will activate the Equipment for the purpose of location of the Vehicle. A Vehicle shall be treated as stolen for the purposes of TRACKER activating the Equipment and providing the Service only if it is so officially logged. Neither TRACKER nor the Police will be liable for any damage of whatever nature arising out of or incidental to the Subscriber's failure to follow the above steps or any other instructions by TRACKER for use of the Service.

2.5 Regardless of the manner in which the Subscriber becomes aware of the recovery of the stolen Vehicle, it remains the responsibility of the Subscriber to report the recovery of the stolen Vehicle as soon as possible to the Police and TRACKER in order to ensure the Equipment is de-activated.

2.6 Where the Subscriber has subscribed for the Alert Service, TRACKER will use its reasonable endeavours to monitor for signals transmitted by the relevant Equipment indicating unauthorised movement of the Vehicle. Upon detecting such signals TRACKER will seek to make contact with the Subscriber to alert him that it has received such signals, using the contact details provided to it by the Subscriber. If the Subscriber has reason to believe that the Vehicle has been stolen he shall immediately follow the procedure, and comply with TRACKER's instructions, as set out in clause 2.4. Owing to the nature of wireless communication TRACKER does not warrant that it will receive any signals transmitted by the Equipment; nor, having received the signals, that it will be able to make immediate, or any, contact with the Subscriber.

2.7 TRACKER reserves the right, should Subscriber action or inaction result in the Alert Service transmitting repeated false alarm signals including false movement alerts or false driver validation alerts to TRACKER, to charge the Subscriber a reasonable additional fee for its time and costs in following up such alarms, and/or to terminate the TRACKER Services.

2.8 In respect of the Guard and Recover Service, TRACKER will, subject to prior consultation with Subscriber, as soon as practicable after location of the Subscriber's stolen Vehicle despatch an individual to guard the Vehicle until such time as recovery services collect the Vehicle for its return to a location of the Subscriber's choice within the Territory. The Guard and Recover Service is provided in respect of the following Vehicles only: Vehicles of up to 3.5 tonnes (3500 kgs) GVW, overall width up to 7ft 6in (2.3m) and overall length up to 18ft (5.5m) over.

2.9 Due to the many factors outside its control, TRACKER does not warrant or guarantee that the TRACKER Services will lead to the location of the Subscriber's stolen Vehicle and TRACKER will not be liable, and the Subscription Charges shall not be refundable to the Subscriber, should the TRACKER Services fail to locate the Subscriber's stolen Vehicle except where the failure is due to the negligent act or omission of TRACKER.

2.10 If the Subscriber uses the TRACKER Services for any purpose other than the location of the Subscriber's stolen Vehicle and/or other than in accordance with these Terms, and TRACKER suffers loss as a result, TRACKER may be entitled to claim damages in accordance with the general rules of English law and will be entitled to terminate these Terms.

3. Subscribers

3.1 All Subscription Charges and other payments under these Terms are payable in advance as set out on the Form, the Vehicle Registration Form (or such other document as may be provided from time to time by TRACKER). The initial Subscription Period commences on the date of the installation of the Equipment, or where a Vehicle already containing the Equipment is transferred to a new owner, on payment of the Subscription Charges by that new owner. Subscription, for any term, shall immediately cease if the Subscriber ceases to be the owner of the Vehicle.

3.2 In the case of a monthly subscription and subject to payment of the monthly Subscription Charges, the Subscription Period will continue for rolling monthly terms until the Subscriber or TRACKER terminates the subscription. A monthly subscription requires the establishment of a direct payment facility from a debit or credit card.

3.3 In the case of a fixed term subscription, the Subscription Period will run for the term set out on the Form. After the initial Subscription Period, the subscription may be renewed for further terms as agreed between the parties.

3.4 TRACKER will notify the Subscriber at least one month prior to the expiry of any Subscription Period of any variation in Subscription Charges and these Terms and such changes shall take effect on the date upon which the subscription is renewed, should the Subscriber choose to renew.

3.5 The availability of the TRACKER Services shall be conditional at all times upon compliance by the Subscriber with these Terms. In the event of any serious breach of these Terms, including any default in the payment of Subscription Charges, TRACKER shall be under no obligation to provide the TRACKER Services and may terminate these Terms in accordance with clause 9.

3.6 The Subscriber accepts that his subscription to the TRACKER Services in no way mitigates his duty to take reasonable steps to keep the Vehicle secure, to obtain adequate insurance for the Vehicle or to comply with the Subscriber Procedures.

4. Police

4.1 The Service is provided in conjunction with the Police. However, the Police are not obliged to use the Network and use of the Network by them will vary with, and be subject to, other operational demands on them. The Police have full discretion as to their use of the Network for the location of stolen vehicles and are under no obligation to the Subscriber in respect of the Network.

4.2 Nothing in these Terms imposes in relation to the duties of policing upon the Police any legal duty of care or entitlement greater than or different from that owed to the public at large, or any undertaking that the Police will continue to participate in the operation of the Network.

5. Equipment Warranty

5.1 If the Equipment becomes inoperative or develops faults by reason of defective components, workmanship or design within the Warranty Period, TRACKER or TRACKER's agent will, on return of the Equipment to the original installer or an approved TRACKER installation centre as applicable, (at its option) repair or replace the Equipment free of charge. TRACKER shall have no such obligation if the Equipment (or its installation) has been tampered with, modified, repaired (except by persons authorised by TRACKER) or has otherwise been subject to misuse or accident. As a consumer the Subscriber has certain rights under law regarding the return of defective goods and these Terms shall not affect the Subscriber's rights under law. If you require any advice or assistance TRACKER suggests the Subscriber contacts their local branch of the citizens' advice bureau who should be able to help.

6. Limitation of liability

6.1 TRACKER shall not be liable under these Terms for any loss or damage that was not caused by any breach on the part of TRACKER or TRACKER's employees or agents.

6.2 TRACKER shall not be liable under these Terms for any loss or damage caused by TRACKER or TRACKER's employees or agents in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach. TRACKER shall not be liable for any losses related to any business of the Subscriber such as loss of profits, business or revenue.

6.3 Nothing in these Terms shall affect the Subscriber's rights under law as a consumer.

6.4 Nothing in these Terms shall be taken to limit TRACKER's liability for personal injury or death resulting from its negligence.

6.5 Should any one or more of the provisions contained in these Terms be declared invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

7. Assignment

7.1 These Terms are personal to the Subscriber and relate exclusively to the Vehicle. Unless TRACKER agrees otherwise these Terms may not be assigned to any third party, nor may the Equipment be removed from the Vehicle. TRACKER may assign these Terms, provided that the rights of the Subscriber and the level of Service are not diminished.

8. Suspension of TRACKER Services and Force Majeure

8.1 TRACKER may, at its sole discretion and without liability, at any time suspend the TRACKER Services (in whole or in part) if a technical failure affects the provision of the same, or if any modification or maintenance is being carried out to the Network, or if changes to the TRACKER Services are required by any governmental or regulatory authority, or if the Network operator ceases to trade.

8.2 Neither TRACKER nor the Subscriber shall be liable for any delay in performing or any failure to perform any of its obligations under these Terms caused by events beyond their control ("force majeure") including, but not limited to, act of God, insurrection or civil disorder, civil disobedience, war or military operations, national or local emergency, acts or omissions of government, highway, regulatory or other competent authority, unofficial or otherwise unlawful industrial action of any kind, fire, severe weather. The functioning and coverage of the VHF and/or GPS/GSM networks are matters beyond TRACKER'S reasonable control.

9. Term and Termination

9.1 Either TRACKER or the Subscriber shall be entitled to terminate the TRACKER Services in the event that the Subscriber or TRACKER is in serious or persistent breach of these Terms, including any default in the payment of the Subscription Charges, and (where capable of remedy) such breach has not been remedied within 30 days of a notice requiring remedy.

9.2 TRACKER may change or add to these Terms and/or the terms on TRACKER's Website which detail the Territory, for security, legal or regulatory reasons or to reflect changes to the TRACKER Services by notifying the Subscriber in writing during the Subscription Period. TRACKER will give the Subscriber at least one month's notice of any changes or additions and the Subscriber may within one month after the service of such notice give one week's notice in writing terminating these Terms if Subscriber reasonably considers that Subscriber has been disadvantaged by the change.

9.3 Termination shall be without prejudice to the accrued rights of the parties as at the date of termination. If the Subscriber wishes to terminate these Terms the Subscriber must notify TRACKER in writing to the address referred to in clause 10.1.

10. General

10.1 Any notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to that other party at the contact address specified on the Form, the Vehicle Registration Form (or such other document as may be provided from time to time by TRACKER) or such other address as has, at the relevant time, been notified to the party giving the notice. If sent by mail such notice shall be deemed to have arrived 3 working days after posting or if sent by facsimile transmission 12 hours after transmission. If such notice is delivered personally or by courier to the address it shall be deemed to have been received with immediate effect.

10.2 These Terms should be read in conjunction with the terms on TRACKER's Website setting out the Territory. All TRACKER Services and Equipment provided to the Subscriber by TRACKER are subject to these Terms together with any previous written or oral representations given or made by TRACKER or any representatives of TRACKER.

10.3 These Terms shall be governed by the relevant United Kingdom law and are subject to the jurisdiction of the relevant courts of the United Kingdom.

11. DATA PROTECTION NOTICE

Your Information

Who We are

You are giving your information to TRACKER who are members of the Royal Bank of Scotland Group (the Group).

For information about our Group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

Your electronic information

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

How we use your information and who we share it with

Your information includes data about your transactions.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- understand our customers' requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- where we have your permission;
- where we are required or permitted to do so by law;
- to other companies who provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

Call monitoring and recording

We may monitor and record telephone calls in order to improve our service and to prevent and detect fraud.

Keeping you informed

We and other companies in the Group would like to keep you informed by letter, phone and electronic means (including e-mail and mobile messaging) about products, services and additional benefits that we believe may be of interest to you. If you don't want us to do this, please tell us next time you call.

Further information

If you would like a copy of the information we hold about you, please contact the Data Protection Officer, Regulatory Risk (Compliance) Department, Mailpoint 38, Churchill Court, Westmoreland Road, Bromley, Kent BR1 1DP, quoting reference TRACKER. A fee may be payable.