

PROHIRE TRACKER

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise expressly provided, or the context requires otherwise, capitalised terms and expressions defined in the Supplier's Terms and Conditions of Supply (**Conditions**) shall have the same meaning in these terms and conditions (**Tracker Conditions**).

1.2 The following words shall have the following meanings:

Minimum Tracker Term: for each Tracker, two years commencing on the date 14 days after the Supplier has registered and linked the Tracker to the Customer on the Tracker Software, or such shorter term as set out in the Order or otherwise confirmed in writing by the Supplier.

SIM Plan Fees: the fees payable by the Customer to the Supplier for the provision of mobile communications connectivity and data usage services to each Tracker to allow the Customer to use the Tracker Software, as set out in the Order or otherwise confirmed in writing by the Supplier, and subsequently varied in accordance with the Conditions from time to time.

Tracked Hirer: a person hiring a vehicle from the Customer in which a Tracker has been installed and in respect of which the Services are provided.

Tracked Hirer Information: information about a Tracked Hirer (and where the Tracked Hirer is not an individual, the individual(s) driving or hiring the vehicle on behalf of the Tracked Hirer), including vehicle location data, accelerometer data, tracker movement, over speeding detection, jamming detection, GNSS fuel counter, excessive idling detection, unplug detection, towing detection, crash detection, auto geofence, manual geofence, trip data and such additional information as we inform you of in writing from time to time.

Tracker: the vehicle tracker installed in the Customer's vehicle including any ancillary equipment (such as SIM cards) which may be used in conjunction with the vehicle tracker.

Tracker Software: the Prohire vehicle tracking software provided by the Supplier as part of the Services.

1.3 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words "without limitation" following them.

1.4 A **person** includes a natural person, corporate or unincorporated body.

2. APPLICATION OF THE TRACKER CONDITIONS

2.1 The Tracker Conditions apply to the Customer's purchase of Trackers from the Supplier and the Customer's access to and use of the Supplier's Tracker Software.

- 2.2 The Tracker Conditions do not apply to any other service or software provided to the Customer by the Supplier.
- 2.3 The Tracker Conditions apply in addition to the Conditions (and any other conditions), which govern the Contract between the Customer and Supplier for the supply of all Prohire software and services. In respect of the purchase of the Trackers and the Tracker Software and services only, if there is any discrepancy between the Tracker Conditions and the Conditions, the Tracker Conditions shall prevail.
- 2.4 The Supplier reserves the right to vary these Tracker Conditions at any time by giving notice in writing to the Customer.

3. CUSTOMER'S OBLIGATIONS

- 3.1 The Customer shall:
 - 3.1.1 be solely responsible for installing, or procuring the installation of, the Trackers and for procuring the servicing and maintenance of the Trackers as required;
 - 3.1.2 provide the Supplier with all necessary access to information and co-operation as may be required by the Supplier in order to provide the Services and link the Trackers to the Tracker Software and, where necessary, procure the co-operation of third parties;
 - 3.1.3 ensure its Authorised Users are familiar with the Trackers and the Tracker Software and the scope and extent of the information it is possible for the Trackers to collect;
 - 3.1.4 notify the Supplier by deactivating the Tracker via the Tracker Software following the removal of a Tracker from any of its vehicles or following any sale or other disposal by the Customer of any vehicle on which a Tracker is installed. For the avoidance of doubt, the SIM Plan Fees in relation to a Tracker shall continue to accrue and remain payable until the expiry of the Customer's notice to terminate the Tracker Software in relation to the deactivated Tracker in accordance with clause 12.3; and
 - 3.1.5 notify the Supplier by activating or reactivating the Tracker and providing the registration number of the vehicle to which the Tracker has been assigned via the Tracker Software following the installation of a Tracker on any of its vehicles. For the avoidance of doubt, unless otherwise agreed in writing between the parties, the SIM Plan Fees in relation to a Tracker shall accrue 14 days after the Supplier has registered and linked the Tracker to the Customer on the Tracker Software.

4. TRACKER PRICES AND PAYMENT

- 4.1 The price of the Trackers will be as set out in the Order.
- 4.2 The price of Trackers excludes VAT which shall be added to the Supplier's invoice at the applicable current rate.
- 4.3 The price of the Trackers does not include delivery charges. The Supplier's delivery charges (which include the cost of insuring the Trackers during transit) are as set out in the Order.

- 4.4 The Customer must pay for the Trackers and all applicable delivery charges in cleared funds in advance and the Supplier will not dispatch the Products until payment has been received.
- 4.5 For the avoidance of doubt, the terms of clause 12 of the Conditions shall apply to the SIM Plan Fees and payment due in relation to the supply of the Tracker Software.

5. DELIVERY OF THE TRACKERS AND TRANSFER OF TITLE AND RISK

- 5.1 The Supplier shall provide the Customer with an estimated delivery date for the Trackers, which will be within 8 weeks after the date of the Order.
- 5.2 Delivery is complete once the Trackers have been delivered to the address for delivery set out in the Order (which must be an address within the UK) and the Trackers will be at the Customer's risk from that time, unless otherwise agreed in writing between the parties.
- 5.3 The Customer owns the Trackers once the Supplier has received payment in full, including payment of all applicable delivery charges.
- 5.4 Delays in the delivery of the Trackers shall not entitle the Customer to:
 - 5.4.1 refuse to take delivery of the Trackers;
 - 5.4.2 claim damages; or
 - 5.4.3 terminate the Order or the supply of the Tracker Software, subject always to clause 17.3.1 of the Conditions.

The Supplier shall have no liability for any failure or delay in delivering an Order to the extent that any failure or delay was caused by an event outside the Supplier's control, or because the Customer failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of Trackers.

- 5.5 If the Customer fails to take delivery within 10 days after the day on which the Supplier notified the Customer that the Trackers were ready for delivery, the Supplier may resell some of, or all the Trackers and after deducting any reasonable storage and selling costs, account to the Customer for any excess over the price of the Trackers or charge the Customer for any shortfall below the price of the Trackers.

6. THE SUPPLIER'S WARRANTY FOR THE TRACKERS

- 6.1 The Trackers are intended for use only in the UK and the Supplier does not warrant that the Trackers comply with the laws, regulations or standards outside the UK.
- 6.2 The Supplier warrants that on delivery, and for a period of 24 months from the date of delivery (**warranty period**), the Trackers shall:
 - 6.2.1 conform in all material respects with their description;
 - 6.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 6.2.3 be fit for any purpose held out by the Supplier.

- 6.3 In the event that any Trackers returned to the Supplier pursuant to clause 6.2 are found by the Supplier to not be defective, the Supplier shall be entitled to charge the Customer for any time and third party costs it incurs in connection with such returned Trackers.
- 6.4 Subject to clause 6.5, if:
- 6.4.1 the Customer gives the Supplier notice in writing during the warranty period within a reasonable time of discovery that some or all of the Trackers do not comply with the warranty set out in clause 6.2;
 - 6.4.2 the Supplier is given a reasonable opportunity of examining the Trackers; and
 - 6.4.3 if requested, the Customer returns the Trackers to the Supplier at the Supplier's cost,
- the Supplier will, at its option, repair or replace the defective Trackers, or refund the price of the defective Trackers in full.
- 6.5 The Supplier shall not be liable for a Tracker's failure to comply with the warranty set out in clause 6.2 in any of the following events:
- 6.5.1 the Customer makes any further use of the Trackers after giving notice to the Supplier in accordance with clause 6.4;
 - 6.5.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions for the storage, commissioning, installation, use and maintenance of the Trackers or (if there are none) good trade practice regarding the same;
 - 6.5.3 the Customer alters or repairs the Trackers without the Supplier's written consent;
 - 6.5.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 6.5.5 the Trackers differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 6.6 The Supplier will only be liable to the Customer for the Trackers' failure to comply with the warranty set out in clause 6.2 to the extent set out in this clause 6.
- 6.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.8 These Tracker Conditions also apply to any repaired or replacement Trackers supplied by the Supplier to the Customer.

7. FREE TRIALS

- 7.1 The Supplier may, in its sole discretion and subject to the Customer making a deposit payment in respect of all Trackers to be supplied, offer the Customer a free trial of the Tracker Software.
- 7.2 The duration of the trial period will be as set out in the Order (**trial period**). The Customer's use of the Trackers and access to and use of the Tracker Software during the trial period is subject to these Tracker Conditions.

- 7.3 The Customer may end the supply of the Tracker Software and related services at any time during the trial period by giving written notice to the Supplier. If the Customer does not give notice to terminate in accordance with this clause, the SIM Plan Fees shall apply in relation to the Trackers and the Tracker Software from the end of the trial period. The SIM Plan Fees shall be payable by the Customer in accordance with clause 4.
- 7.4 If the Customer ends the supply of the Tracker Software and related services during the trial period, the Customer shall return all Trackers to the Supplier at the Customer's cost. Following receipt of the Trackers by the Supplier and, subject to the Supplier being satisfied that the Trackers are in good working order, the Supplier will refund any deposit paid by the Customer.
- 7.5 If the Customer does not terminate the supply of the Tracker Software and related services in accordance with clause 7.3, supply of the Tracker Software and related services shall continue until terminated in accordance with clause 12.

8. LIMITATION OF LIABILITY

- 8.1 The terms of this clause apply in addition to the terms of clause 16 of the Conditions and the limitations on the Supplier's liability in clause 16 of the Conditions shall also apply to the Supplier's supply of the Trackers.
- 8.2 The Supplier only supplies the Trackers for internal use by the Customer and the Customer agrees not to use the Trackers for any resale purposes.
- 8.3 To the fullest extent permitted by law, the Supplier shall have no liability to the Customer in respect of Tracked Hirer Information or the Tracker Software or the Customer's use of or reliance on either of these.
- 8.4 The Customer acknowledges that the Trackers and the Tracker Software are not anti-theft devices and the Supplier shall not be liable for the theft of, or damage to, any Customer vehicle.
- 8.5 No warranties are given that the Customer's access to or use of the Tracker Software will be uninterrupted or error free. The Customer acknowledges and agrees that matters may affect the Trackers and the Tracker Software that the Supplier cannot reasonably control including, but not limited to, lack of network capacity, physical obstructions, atmospheric conditions and delays caused by network providers and other suppliers.
- 8.6 Except as expressly stated in these Tracker Conditions, the Supplier does not give any representations, warranties or undertakings in relation to the Trackers. Any representation, condition or warranty which might be implied or incorporated into these Tracker Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law.

9. COLLECTING TRACKED HIRER INFORMATION

- 9.1 The Customer shall ensure, and warrants that, all Tracked Hirers about whom the Customer collects Tracked Hirer Information have been informed of and, if required, have given their consent to the use of their information for the purposes of risk management by the Customer.
- 9.2 The Customer indemnifies and shall keep indemnified the Supplier in full against all costs, losses, damages, liabilities and expenses arising out of or in connection with any Tracked Hirer Information collected by the Customer or its Authorised Users, including any claims from third parties.

10. USE OF TRACKED HIRER INFORMATION

- 10.1 The Customer shall use Tracked Hirer Information only for the purposes contemplated by these Tracker Conditions and shall not disclose Tracked Hirer Information to any third party other than the Supplier without the Tracked Hirer's consent.
- 10.2 The Supplier gives no warranty and makes no representation as to the accuracy, reliability, completeness, fitness for purpose, truthfulness, timeliness, lawfulness or otherwise of Tracked Hirer Information.
- 10.3 The Customer indemnifies and shall keep indemnified the Supplier in full against all costs, losses, damages, liabilities and expenses arising out of or in connection with the Customer's use of the Tracker Software or Tracked Hirer Information.

11. DATA PROTECTION

- 11.1 The terms of clause 8 of the Conditions apply to the processing operations to be carried out in the performance of services in relation to the Tracker Software save that the Appendix to these Tracker Conditions which sets out the subject matter, scope, nature, purpose and duration of processing by the Supplier and the types of Personal Data processed shall apply in place of the Appendix to the Conditions.

12. TERMINATION

- 12.1 The terms of this clause apply in addition to the terms of clause 17 of the Conditions.
- 12.2 Subject to clause 12.3, the supply of the Tracker Software and related services shall continue until:
 - 12.2.1 terminated by the Supplier giving the Customer not less than 30 days' notice in writing; or
 - 12.2.2 terminated by the Customer giving the Supplier not less than 30 days' notice in writing, expiring on or after the expiry of the Minimum Tracker Term for all Trackers delivered by the Supplier to the Customer.

Any notice given pursuant to this clause shall apply only to the Tracker Software and related services and the supply of other services and software by the Supplier pursuant to the Contract shall continue.

- 12.3 SIM Plan Fees in relation to the supply of the Tracker Software are based on the number of Trackers supported by the Tracker Software. Either party may terminate the supply of the Tracker Software in relation to a particular Tracker by giving 30 days' notice in writing where such notice shall expire on or after the expiry of the Minimum Tracker Term.

For the avoidance of doubt, supply of the Tracker Software shall continue in relation to all other Trackers owned by the Customer and supported by the Tracker Software and the Customer shall continue to pay the SIM Plan Fees (adjusted accordingly) in accordance with clause 12 of the Conditions.

- 12.4 On termination of the Contract either by the Customer under clause 17.1 of the Conditions or by the Supplier under clause 17.2 or clause 17.3 of the Conditions, the SIM Plan Fees for the remainder of the Minimum Tracker Term for each Tracker at the date the Contract is terminated shall become immediately due and payable in full by the Customer to the Supplier.

Data Protection Appendix

1. PROCESSING OF PERSONAL DATA

Description of processing activities

1.1 Subject matter and scope

To record and store data collected by the Customer through Trackers, including the linking of that data to Personal Data of Data Subjects provided by the Customer to the Supplier.

1.2 Duration of the processing

The processing shall continue until:

1.2.1 the Customer deletes the Personal Data; or

1.2.2 the Customer provides the Supplier with written notice to delete or return the Personal Data; or

1.2.3 termination of the supply of the Tracker Software by the Supplier to the Customer; or

1.2.4 termination of the Contract.

1.3 Nature and purpose of processing

To process the Personal Data provided by the Customer pursuant to the Contract between the Supplier and the Customer. In particular, to hold the Personal Data securely for the purpose of the Customer protecting its legitimate interests by monitoring the use of its vehicles when out on hire and monitoring any breach of the hire agreement by the person renting the vehicle from the Customer.

1.4 Type of Personal Data

Customer Data includes names, contact details, date of birth, gender, driving licence details, nationality, photo ID, contacts within the business, client account details, transaction history, financial information, payment history and vehicle /fleet information.

Technical Data includes internet protocol (IP) address (IP addresses are a string of numbers assigned to a computer by an internet service provider).

User Behaviour/Engagement Data includes the date and time of registration, usage session dates and duration, page views, features and functions used, preferences and settings selected, and location.

Marketing and Communications Data marketing preference information.

1.5 Categories of Data Subjects

Customers

Customers' employees

Authorised Users

Customers' customers

PROHIRE VIEWER ACCESS

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise expressly provided, or the context requires otherwise, capitalised terms and expressions defined in the Supplier's Terms and Conditions of Supply (**Conditions**) shall have the same meaning in these terms and conditions (**Access Conditions**).
- 1.2 The following words shall have the following meanings:

Rental Customer: a person hiring vehicles from the Customer.
- 1.3 Where the words **include(s), including** or **in particular** are used in this agreement, they are deemed to have the words "without limitation" following them.
- 1.4 A **person** includes a natural person, corporate or unincorporated body.

2. APPLICATION OF THE ACCESS CONDITIONS

- 2.1 The Access Conditions set out the terms on which the Supplier is prepared to allow Rental Customers access to certain parts of the Software on a view-only basis for the purposes of tracking vehicles hired by the relevant Rental Customer.
- 2.2 The Access Conditions apply in addition to the Conditions (and any other conditions), which govern the Contract between the Customer and Supplier for the supply of all Prohire software and services. In respect of the Rental Customer's access to the Software, if there is any discrepancy between the Access Conditions and the Conditions, the Access Conditions shall prevail.
- 2.3 The Supplier reserves the right to vary these Access Conditions at any time by giving notice in writing to the Customer.
- 2.4 The Customer acknowledges that the Rental Customer's access to the Software is subject to them agreeing to the Supplier's terms and conditions of access to the Software.

3. INDEMNITY AND THE CUSTOMER'S RESPONSIBILITY FOR RENTAL CUSTOMERS

- 3.1 The Customer accepts full responsibility for the actions of its Rental Customers when accessing the Software and the Customer indemnifies and shall keep indemnified the Supplier in full against all costs, losses, damages, liabilities and expenses arising out of or in connection with the actions of its Rental Customers and any persons authorised by such Rental Customers, including any claims from third parties.

4. SUSPENSION AND TERMINATION

- 4.1 The Supplier reserves the right at its sole discretion and with or without cause to disable or suspend access to or immediately, temporarily or permanently withdraw a Rental Customer's right to access the Software.