



Satmo Terms and Conditions for the Supply of Vehicle Telematics

Definitions

The following definitions apply to these terms and conditions:

“Vehicle Telematics” “the Service” or “Vehicle Tracking” is the GPRS data transmission and the hosted internet based web management facility to include the standard features, reporting and customer alerts

“Agreement” is the Satmo Vehicle Telematics Agreement overleaf, of which these terms and conditions form part

“Customer” is the person(s) or corporate body named on the official sales order confirmation

“Satmo” is the brand name for the Vehicle Telematics System offered by Fuelsafe UK Ltd, company number 05957321, registered office Suite 11, Newlands House One, Inspire Bradford Business Park, Newlands Way, Bradford, BD10 0JE.

“Equipment” the equipment used by the customer in connection with Satmo Vehicle Telematics System.

1. Fleet Management Services

Satmo agrees to provide Vehicle Telematics and the Customer agrees, for itself, and on behalf of persons authorised by the Customer, to utilise the Vehicle Telematics System on these terms and conditions. Satmo may appoint third party organisations or individuals to promote the Vehicle Telematics System and to assist in the administration process of customers entering this agreement.

2. Provision of and use of the service

Installation of vehicle tracking units is acceptance of these terms and conditions.

Service is not fault free and it may be impaired by geographical, atmospheric or other conditions or circumstances beyond our control and you will be entitled to the quality of service generally provided by a competent vehicle tracking service provider.

If you require email updates, it is a requirement of this service that you provide us with a current email address and that you maintain this address and advise us promptly of any changes to it. It is your responsibility to verify that your mailbox is in proper working order and you must assume the risk of all consequences for errors in sending and receiving emails unless caused by our negligence.



3. Installations

Satmo's approved installers will do their best to install the equipment within 2 weeks of your order being received. In the unlikely event of delay, Satmo will accept no liability for consequences or costs incurred by any such delay. All prices quoted for de/re-installs are on the provision that both vehicles are done at the same location on the same day.

If you need de/re-installs doing on different days or at different locations please ask for prices. If an installation or service call is booked and we are not given 24 hours notice to cancel a charge of £40.00 will be applicable for each vehicle not available.

4. Charges for Service

We reserve the right to make a charge for our reasonable administration costs which we incur in the case of late payment or non payment of charges. Without prejudice to the foregoing, if the Customer cancels a direct debit without our written authorisation then an administration fee of £25.00 will be payable by the Customer. You are liable for all charges arising under this agreement whether incurred by you or anyone else using the Satmo Vehicle Telematics system (with or without your knowledge). By signing the agreement you accept a monthly Vehicle Telematics charge which is payable 3 months in advance.

5. Invoice Charges

For lease customers, outright purchase customers, all inclusive customers, rental customers and payg customers, all invoices must be paid on a pro-forma basis before installation is arranged.

6. Length of Agreement (Lease Customers)

This agreement commences, following acceptance of your application by Satmo, on the day the first installation takes place. At the end of the lease period, the agreement will continue unless the customer shall give not less than 3 months written notice or it is terminated pursuant to the termination provisions of this agreement. Written notice to terminate the lease agreement at the end of the agreement period must be received 1 month prior to the lease end date. We agree subject to acceptance by us of an order, to supply you with the services and equipment specified in the lease agreement subject to the terms and conditions of this agreement, and payment of the charges. Any alternative terms appearing on or referred to in any other communication (whether oral, in writing or by electronic means) by you for the purpose of placing orders shall be ineffective. Notice to terminate your agreement at the end of your contract must be in writing and delivered by hand or sent by registered post to us at Suite 11, Newlands House One, Inspire Bradford Business Park, Newlands Way, Bradford, BD10 0JE. The notification must contain full details of all the devices to be disconnected, account holder signature and date. All goods provided on a lease basis remain the property of Fuelsafe UK Ltd and must be kept in your possession at all times.



These goods must be returned at the end of the contract in good working order otherwise we reserve the right to charge for them at Fuelsafe UK's current prices.

There will be a charge at Fuelsafe UK's/Satmo Vehicle Tracking's applicable rate for each deinstall at the end of the contract which must be paid directly to Fuelsafe UK Ltd prior to the de-installation being arranged. Monthly charges will continue to be incurred until the units have been returned, and all deinstalled units must be returned within 1 month of the end of the contract. If no written confirmation is received within the final month of the original contract your contract will automatically renew for a further 12 months.

7. Length of Agreement (Outright Purchase Customers/All Inclusive Customers)

This agreement commences, following acceptance of your application by Satmo, on the day the first installation takes place. At the end of this specified period, you will be billed for data charges only at a price to be agreed prior. Written notice to terminate your agreement must be received 1 month prior to the agreed end date. This notice must be sent in writing to Fuelsafe UK Ltd, Suite 11, Newlands House One, Inspire Bradford Business Park, Newlands Way, Bradford, BD10 0JE. We agree to supply you with the services and equipment specified at the beginning of the contract. Any alternative terms appearing on or referred to in any other communication (whether oral, in writing or by electronic means) by you for the purpose of placing orders shall be ineffective.

All goods provided on an all inclusive basis remain the property of Fuelsafe UK Ltd and must be kept in your possession at all times. These goods must be returned at the end of the contract in good working order otherwise we reserve the right to charge for them at Fuelsafe UK's current prices. There will be a charge at Fuelsafe UK's/Satmo Vehicle Trackings applicable rate for each deinstall at the end of the contract which must be paid directly to Fuelsafe UK Ltd prior to the de-installation being arranged. Monthly charges will continue to be incurred until the units have been returned, and all deinstalled units must be returned within 1 month of the end of the contract. If no written confirmation is received within the final month of the original contract your contract will automatically renew for a further 3 months, and will be invoiced in advance. After this 3 months if there is still no contact we will deem that you have decided to keep the units and they will be chargeable at Fuelsafe UK's/Satmo Vehicle Tracking's applicable rate for non-returned units.

Protection of Service (Outright Purchase Customers)

All outright purchase customers are, as part of our SLA agreement, immediately put onto external servers, hosted by a 3rd party and the software for this is put into Escrow to guarantee the provision of service for the length of the contract.

8. Length of Agreement (Pay As You Go Customers)

This agreement commences, following acceptance of your application by Satmo, on the day the first installation takes place. Satmo will then provide Vehicle Telematics on a month to month basis for a minimum period of 6 months.



We then require 1 months written notice to terminate your agreement. Notice to terminate your contract must be sent in writing to our registered address, Suite 11, Newlands House One, Inspire Bradford Business Park, Newlands Way, Bradford, BD10 0JE. We agree to supply you with the services and equipment specified at the beginning of the contract. Any alternative terms appearing on or referred to in any other communication (whether oral, in writing or by electronic means) by you for the purpose of placing orders shall be ineffective.

9. Length of Agreement (Rental Customers)

This agreement commences, following acceptance of your application by Satm on the day the first installation takes place. Satmo will then provide Vehicle Telematics on a month to month basis for the term shown on your rental agreement. We then require 3 months written notice to terminate your agreement. Written notice to terminate the rental agreement at the end of the agreement period must be received 1 month prior to the rental end date. We agree to supply you with the services and equipment specified at the beginning of the contract. Any alternative terms appearing on or referred to in any other communication (whether oral, in writing or by electronic means) by you for the purpose of placing orders shall be ineffective. Notice to terminate your agreement at the end of your contract must be in writing and delivered by hand or sent by registered post to us at Suite 11, Newlands House One, Inspire Bradford Business Park, Newlands Way, Bradford, BD10 0JE. The notification must contain full details of all the devices to be disconnected, account holder signature and date. All goods provided on a rental basis remain the property of Fuelsafe UK Ltd and must be kept in your possession at all times. These goods must be returned at the end of the contract in good working order otherwise we reserve the right to charge for them at Fuelsafe UK's current prices. There will be a charge at Fuelsafe UK's/Satmo Vehicle Trackings applicable rate for each deinstall at the end of the contract which must be paid directly to Fuelsafe UK Ltd prior to the de-installation being arranged. Monthly charges will continue to be incurred until the units have been returned, and all deinstalled units must be returned within 1 month of the end of the contract. If no written confirmation is received within the final month of the original contract your contract will automatically renew for a further 12 months.

10. Equipment & Repair

The hardware equipment must be installed only by a qualified fitter approved by Satmo. Subject to these terms and conditions, if a fault occurs in the Equipment during the contract, we will arrange a service call and either repair or replace the unit. Any visit and necessary repair outside of these timescales will be charged at Fuelsafe UK Ltd's/Satmo Vehicle Tracking's price list. The right of repair does not apply if you or anyone else (with or without your knowledge) damages the equipment. Your acceptance of the equipment shall take place once the system is installed into your vehicle. We do not monitor each vehicle tracking unit therefore if a unit is defective and is not reported within the first 30 days of the fault occurring, a service charge at Fuelsafe UK Ltd's/Satmo Vehicle Tracking's price list will be payable for our engineers to attend site.



If you have reached the end of your contract term, and have not agreed a new term with warranty, and require a service call, then the engineers visit will be charged at Fuelsafe UK Ltd's/Satmo Vehicle Tracking's current price list.

11. Your Responsibilities

You must use your tracking system, SIM card and the service in the way described in the User Guides or other instructions issued by us.

You do not have the authorisation to change the IP address programmed into the tracking device. In such an event the device will immediately be reprogrammed to the original IP address.

Users will be liable for administration and service charges for time and labour incurred as a result of an unauthorised reprogramming.

12. Data Roaming

Vehicle tracking is for the UK only. We do not offer data roaming. We do have the ability to switch off your vehicle tracking if you are travelling abroad which will ensure no extra charges are incurred. Please inform us prior to taking your vehicle out of the UK. If your vehicle does travel outside of the UK, Satmo will not be responsible for any additional data roaming charges incurred. Any data roaming charges will be the responsibility of the customer and must be paid immediately.

13. Information Provided

All information provided by the Satmo Vehicle Tracking system is for guidance only. Strength of GPS signal, geographical conditions and total loss of signal (bounced signals) will affect the information provided for mileage, position of vehicle, speed of vehicle (list not exhaustive) and therefore, this information should not be used to calculate wages or for disciplinary purposes. Again, all reports produced by the Satmo Vehicle Tracking system are for guidance only.

14. Continuation of Agreement

This agreement and the obligation of the Customer to pay charges shall not be affected by (i) loss or theft of Equipment and or (ii) any damage, or repairs needed to, or maintenance of the Equipment. The customer agreed that it shall continue to pay all Satmo Vehicle Tracking data/lease charges and connection charges and all future sums that would have been payable during the term of this agreement in relation to any lost, stolen or equipment damaged beyond repair.

15. Alterations and Extensions

The customer undertakes that neither it nor any other person shall carry out repairs to, adapt, test, make additions or attachments or otherwise alter the Equipment whilst this agreement is in force.



16. Terms of the Agreement

Nothing in this Agreement shall create or be deemed to create a partnership between parties. If any of the provisions of this agreement is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired.

17. Master Agreement

In signing an order confirmation or making payment of a pro-forma invoice, you agree that this Agreement applies to all and any device(s) which connect to the Satmo system. You may provide a written instruction by Purchase Order, on your authorised company headed paper to add further devices. All such devices will be deemed to form part of this agreement and you will be bound by all the conditions of this agreement for such devices. Payment for any such further devices will be collected monthly by Direct Debit unless otherwise agreed. Once you connect or arrange to have a device connected onto the Satmo Vehicle Tracking System it will be deemed that you have expressly agreed to the device(s) forming part of these contract terms and to be bound by the full terms of this agreement.

18. Early Termination

Once the Satmo vehicle tracking system has been installed, you are agreeing to keep the system installed for the period of time specified in your contract. We do not offer an option for early termination.

19. Removal of Units

Fuelsafe UK/Satmo Vehicle Tracking do not accept any responsibility for any damage/holes left after the removal of ancillary items such as panic buttons, driver ID fobs, buzzers etc. The customer must be aware that, due to the nature of the products, it is imperative to cut into the dashboard to fit these items and that the removal of such items will leave evidence of the installation.

20. Service Calls

Should a problem arise with any units on your contract, Satmo will arrange a service call providing the problem is reported within 30 days of the problem occurring. If the problem is not reported within the 30 day period, a service call charge will be payable at Satmo's applicable rate. Should a replacement unit be required, the damaged unit will be left either on your site or with your driver. This unit must be made available for Satmo to collect within 7 days of removal. Should the unit be misplaced, Satmo will raise an invoice for the full cost of the unit at Satmo's applicable rate.



21. Contract Termination

If you wish to have the Satmo vehicle tracking system removed at the end of your contract, a de-installation fee at Satmo's applicable rate will be payable in advance. Data charges will continue to accrue until the date of the de-installation. Should you wish to remove the tracking kit yourself you will need to return the kit to Satmo in full working order. All self removed kits will be tested and a decommissioning fee will be charged per unit at Satmo's applicable rate.

You will need to agree either the continuation of your contract or the deinstallation and return of your vehicle tracking units prior to the end date of your current contract, if no written notice is received your contract will automatically continue at Satmo's applicable rate for a further 12 months.

22. Non-payment

If you fail to make payment for 3 consecutive months, we will deem that the contract has been breached, and invoices will be raised for the remainder of the contract period. We will also deem that no goods provided on a rental or lease basis will be returned and you have chosen to keep them, an invoice will be raised at Satmo's applicable rate for non-returned units.

We reserve the right to issue court proceedings should no payments for outstanding invoices be received.

23. Limitation of Liability

The Customers attention is specifically drawn to the provisions of this condition which limits the liability of Satmo Vehicle Tracking/Fuelsafe UK Ltd

24. Changes to the Agreement

We may change this agreement. Any changes will be posted on our website, www.satmo.co.uk