



## 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. Liabilities

Satmo shall not be liable to the Customer (whether in tort, contract, negligence, under indemnity or otherwise) for any direct or indirect loss of revenues, profits, contracts, business, anticipated savings or other economic loss, or for any special, indirect or consequential losses. Satmo does not warrant that the Products are fit for any particular purpose, nor that the Services will be without disruption, nor that any reports, data or information provided as part of the Services will be free from errors, omissions, inaccuracies or nonconformities, and Satmo shall have no liability or obligation to the Customer in this respect. Satmo makes no warranty for the security or integrity of any connection or transmission used in the provision of the Services. Satmo shall not be liable for and provides no warranty for any damage caused by the Customer or his representative or any unauthorised 3rd party through incorrect installation, use, modification or repair of the Products, nor for any accidental or other damage

### 3. Provision of and use of the service

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

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.

#### 4. 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. If an installation or service call is booked and we are not given 48 hours' notice to cancel a charge of £45.00 plus VAT will be applicable for each vehicle not available. Any unit that is removed will either be left on site or shipped back for reinstall at a later date at a cost of £15 + VAT.

#### 5. 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. This direct debit will then be reinstated to collect all invoice charges for any missing and future payments that become payable without notice. The Customer must keep a direct debit in place for the full term of the contract and until all final invoice charges for the contract have been collected. 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 any agreement for the provision of Satmo Vehicle Tracking system you agree to Satmo's full terms and conditions.

#### 6. Invoice Charges

For lease customers, outright purchase customers, all-inclusive customers, data only customers, rental customers and payg customers, all invoices must be paid within 14 days of the invoice date. We do not offer credit terms.

#### 7. Length of Agreement (Lease/Rental/All-inclusive/Outright Purchase Data Only Contracts)

We agree subject to acceptance by us of an order, to supply you with the services and equipment specified in the signed 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. This agreement commences, following acceptance of your application by Satmo, on the day the first installation takes place. Written notice to terminate the contract agreement at the end of the agreement period must be received 1 month prior to the contract end date. Notice to terminate your contract 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. If no written confirmation is received within 1 month of the original contract end date the contract agreement will automatically renew for a further 12 months.



All goods provided under your signed contract agreement remain the property of Satmo 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 the Satmo applicable rate. There will be an end of contract deinstallation charge at the Satmo applicable rate for each deinstall at the end of the contract which must be paid directly to Satmo prior to the de-installation being arranged if you require the services of our appointed engineers. Any unit that is removed will be left on site and must be returned to us at your own expense. You are free to remove the units yourself and return them and a decommissioning and testing charge will be applicable at the Satmo applicable rate. Any damaged or non-returned units, aerials or wiring will be charged at the Satmo applicable rate. Monthly charges will continue to be payable in full until the units have been returned.

## 7. Length of Agreement (PAYG)

We agree subject to acceptance by us of an order, to supply you with the services and equipment specified in the signed 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. This agreement commences, following acceptance of your application by Satmo, on the day the first installation takes place. Written notice to terminate the contract agreement at the end of the agreement period must be received 1 month prior to the contract end date. Notice to terminate your contract 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. If no written confirmation is received within 1 month of the original contract end date the contract agreement will automatically renew for a further 6 months.

The sim card installed into the unit remains the property of Satmo and must be kept in your possession at all times. There will be a charge of £30.00 plus VAT following contract termination to disconnect each sim.

## 9. Equipment & Repair

The hardware equipment must be installed only by a qualified fitter approved by Satmo. Should the customer or a person appointed by the customer carry out the installation this will void any warranty on the vehicle tracking unit. In the event that installation is carried out by the Customer or a person appointed by the Customer, Satmo shall not be liable for any loss or damage whatsoever, arising directly or indirectly, as a result of any negligence or failure to follow Satmo written instructions in installing the Products.

Subject to these terms and conditions, if a fault occurs in the Equipment during the 12 month period following installation 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 the Satmo applicable rate. 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.

#### 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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 agrees that they shall continue to pay all Satmo 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.

#### 14. Alterations and Extensions

The customer undertakes that neither they 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.

#### 15. 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.



## 16. Master Agreement

By signing any Satmo agreement 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 and that our full terms and conditions apply. 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.

## 17. 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 and all charges that would be due for the full contract will still be payable.

## 18. 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.

## 19. Contract Termination

If no written notice is received 1 month prior to the contract end date the contract will automatically renew at your current monthly charge rate for a further 12 months. If notice has been given and you wish to have the Satmo vehicle tracking system removed at the end of your contract by our engineers an end of contract deinstallation fee at Satmo's applicable rate will be payable in advance. Monthly charges will continue to be payable to cover any notice period and until the unit is returned to Satmo. Should you wish to remove the tracking unit yourself you will need to return the kit to Satmo in full working order. All self-removed kits will be tested and a decommissioning and testing fee will be charged per unit at Satmo's applicable rate. Any damaged or missing aerials, wiring or units will be charged at the Satmo 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.

## 20. 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.

#### 21. Applicable charge rates (exclusive of VAT)

Deinstall	£82.50
Reinstall	£82.50
De/reinstall (same day/same site)	£125.00
Installation cancellation fee	£45.00
Service Calls	£82.50
End of contract deinstall	£147.50
Damaged/lost wiring	£35.00
Damaged/Lost aerials	£25.00
Lost/Sold/non-returned tracking unit	£195.00
End of contract decommissioning/testing charge	£65.00
Sim disconnection fee	£30.00
Direct debit cancellation fee	£25.00

#### 22. 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

#### 23. Changes

These terms and conditions are subject to change at any time. Any changes will be posted on our website, [www.satmo.co.uk](http://www.satmo.co.uk)