

# Meta Trak

## Terms and Conditions

The Terms & Conditions shown below form the Agreement between Vestatec Distribution Limited (“us”, “we” and “our”) and you (being the person designated as the subscriber in the Order), and “your” shall be understood accordingly. Please read these terms and conditions carefully, you should understand that by ordering any of our Services, you agree to be bound by these terms and conditions.

**1 Information About Us** 1.1 We are Vestatec Distribution Limited (Company Number 07025819); we trade as Meta Trak UK.

1.2 Our registered office address is Vestatec Distribution Limited, Sterling House, 177-181 Farnham Road, Slough, Berkshire, SL1 4XP.

### **2 How the Agreement is Formed Between you and Us**

2.1 After placing your order through one of our approved Dealers you will then have the device fitted to your vehicle. Your order constitutes an offer to us to subscribe to the Service. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that we are able to provide you with the Service (“Service Confirmation”). The Agreement between us will only be formed when we send you the Service Confirmation.

2.2 The Agreement will relate only to those Services whose availability we have confirmed in the Service Confirmation. We will not be obliged to supply any other Services which may have been part of your order until the availability of such Services has been confirmed in a separate Service Confirmation.

2.3 Nothing in this Agreement shall affect your statutory rights as a consumer.

### **3 Definitions**

3.1 In this Agreement the following words shall have the meaning set out in the table below:

“**Agreement**” / “**Terms and Conditions**” means the contract between us which comes into force on the Commencement Date and which incorporates the terms

and conditions set out in this document;

“**Annual Subscription**” means payment for the provision of a Service for a 12-month period;

“**Authorised User**” means any person you lawfully authorise to use the Vehicle; “**Commencement Date**” means the date on which you receive the Service Confirmation; 6 “**Hardware**” means the Meta Trak device installed in your Vehicle;

“**Vestatec Distribution Limited**”, “**We**” or “**Us**” means Vestatec Distribution Limited (Company Number 07025819), trading as Meta Trak UK;

“**Service Confirmation**” has the meaning given to it in Clause 2.1;

“**Subscriber Instructions and Procedures**” means the set of instructions and procedures you are to follow in order to ensure the proper operation of the Services; “**Territory**” means England, Wales, Scotland & Ireland and such other countries as we may notify you of in writing from time to time;

“**Vehicle**” means the vehicle into which you have had the Hardware installed;

“**You**” means the person, firm or company whose order for the Hardware and the Service has been accepted by us;

“**Site**” means the website or application through which you obtain information relating the Hardware and Service.

3.2 References to Clauses are to the clauses set out within this Agreement.

3.3 Headings to Clauses are included for ease of reference and should not affect the interpretation of this Agreement.

3.4 Reference to a statute or statutory provision is a reference to such statute

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or statutory provision as amended or re-enacted. Reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

3.5 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression, shall be construed as illustrative and shall not limit the meaning of the words before those terms; and

3.6 A reference to “writing” or “written” includes faxes and e-mails.

### **4 Right to Cancel/Amend your Order**

4.1 If you are contracting as a consumer you may cancel an Agreement at any time within 14 days, beginning on the day after you received the Service Confirmation (“Cooling off Period”).

4.2 To cancel this Agreement, you must send us written notice of your wish to cancel this Agreement, which should be sent by post to Meta Trak UK, Unit 8 The Links, Popham Close, Hanworth, Middlesex, TW13 6JE, United Kingdom. Or you may email us using the following email address: [info@metatrak.co.uk](mailto:info@metatrak.co.uk).

4.3 If you do cancel the Agreement in this way you will receive a refund of the price paid for the Services in accordance with our refunds policy (set out in 8 (Refunds Policy) below).

4.4 Details of this statutory right of cancellation, and an explanation of how to exercise it, are provided in the Service Confirmation.

4.5 This Clause 4 does not affect your other statutory rights as a consumer.

### **5, Installation of Meta Trak Hardware**

5.1 The Customer will arrange for installation of the Hardware into the Vehicle.

5.2 We will have no liability whatsoever if we are unable to provide the Services due to a fault or discrepancy in the installation of the Hardware.

This will include faults in the location of the Hardware in the Vehicle which cause it to not properly transmit or receive signals. It is your obligation to ensure that whoever you choose to install the Hardware is aware of its installation requirements.

5.3 We will not be held liable for any act or indirect loss or damage caused during the course of the installation of the Hardware.

5.4 We only allow authorised personnel to carry out any works or installations. Should non-approved personnel carry out works, the warranty (where still applicable) shall become void. We will not provide any non-approved personnel details relating to the workings or installation of any Meta Trak products.

### **6, Payment**

6.1 The price of the Service shall, except in cases of obvious error, be:

6.1.1 for renewal pursuant to Clause 17.1 (Term and Termination), any price agreed with you for the renewal in writing, or otherwise, the price shown on our Site on the date of the relevant renewal date.

6.2 You shall pay for the Services by credit/debit card.

6.3 You will pay the Annual Subscription prior to the expiry date of the previous year’s Annual Subscription.

6.4 If the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in VAT takes effect.

6.5 If the pricing error is obvious and unmistakable and could have reasonably recognised by you as an error, we do not have to provide the Services to you at the incorrect (lower) price.

### **7, Additional Fees**

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7.1 This clause sets out the circumstances in which we may raise additional charged over and above the subscription fees.

7.2 You shall only use the Service to notify us in the event that you genuinely believe that the Vehicle has been stolen. In the event that you do not comply with this we reserve the right to charge you for any work we undertake due to your incorrect operation of the system.

### **8 Refunds Policy**

8.1 If you cancel your subscription renewal to the Services:

8.1.1 because you have cancelled the Agreement between us within the 14-day cooling-off period (see Clause 43.6 (Right to Cancel) above, we will process the refund due to you as soon as possible and, in any case, within 14 days of the day on which you gave us notice of cancellation. In this case, we will refund the price of the cancelled Service.

8.1.2 for any other reason (for instance, because you have notified us in accordance with Clause 18 (Our right to vary this Agreement) that you do not agree to a change in this Agreement or in any of our policies) will notify you of any applicable refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund.

8.2 We will refund any money received from you using the same method originally used by you to pay for your subscription.

### **9 Licence to use our site**

9.1 You are permitted to print and download extracts from our Site for the purposes of monitoring or reporting on the location of your Vehicle on the following basis:

9.1.1 no documents or related graphics on our Site are modified in any way;

9.1.2 no graphics on our Site are used separately from the corresponding text; and

9.2 our copyright and trade mark notices and this permission notice appear in all copies.

9.3 Unless otherwise stated, the copyright and other intellectual property rights in all material on our Site (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of this Agreement, any use of extracts from our Site other than in accordance with Clause 9.1 above for any purpose is prohibited. If you breach any of the terms in this Agreement, your permission to use our Site automatically terminates and you must immediately destroy any downloaded or printed extracts from our Site.

9.4 Subject to Clause 9.1 above, no part of our Site may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

### **10 Service Access and User Registration**

10.1 While we will endeavour to ensure that the Site is available 24 hours a day we make no warranty that access to the Site will be uninterrupted or error free.

10.2 Please note that access to our Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control. How such events are dealt with is detailed in Clause 16 (Events outside our control).

10.3 You will not misuse our Site (including, without limitation, by hacking).

10.4 We do not permit you to share your user name and password with any other person nor with multiple users on a network.

10.5 You are responsible for the security of any passwords that we issue to you in relation to the Service.

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10.6 You agree and undertake to observe and comply with all the Subscriber Instructions and Procedures associated with the Site and the Services.

### **11 Remote Immobilisation Service**

11.1 This Clause 11 shall apply if you have subscribed to a Service which includes remote immobilisation.

11.2 By immobilising your Vehicle via the Service you are agreeing that you have checked the Vehicle's location and that the Vehicle is within a safe area and the tracking device location time is correct and is stating that the ignition is off.

11.3 Meta Trak UK will not be responsible for any charges, loss or other expenses incurred if a Vehicle has been immobilised in an unsafe location.

11.4 We will have no liability whatsoever if we are unable to provide the Services due to a fault or discrepancy in the installation of the Hardware. This will include faults in the location of the Hardware in the Vehicle which cause the Hardware to not properly transmit or receive signals. It is your obligation to ensure that whoever you choose to install the Hardware is aware of its installation requirements.

11.5 We will not take responsibility for any network/mobile connection issue preventing the Hardware from receiving the messages to immobilise/mobilise the Vehicle.

11.6 The Vehicle will need to be in full working condition to accept immobilisation commands and the Hardware will need to have an active connection to the required mobile network.

### **12. Provision of Service and your Obligations upon Becoming Aware or Suspecting that a Vehicle has been Stolen**

12.1 If you become aware or suspect that a Vehicle has been stolen you must immediately take the following steps:

12.1.1 telephone or otherwise notify the Police and obtain the Police Crime Reference Number or equivalent reference in respect of the theft in order that this can be advised to us; and

12.1.2 inform us of the theft. You will need to quote the Police Crime Reference Number (or equivalent reference) and indicate the Police station which has been notified. We will then at our discretion, verify with the Police that the vehicle has been notified to them as stolen, and if so, will activate the Hardware for the purpose of locating of the Vehicle.

12.2 Neither we nor the Police will be liable for any damage of whatever nature arising as a consequence of or incidental to your failure to follow the above steps or any other instructions by us for use of the Service.

12.3 It is your responsibility to inform us and the Police that your Vehicle has been recovered as soon as possible in order to ensure that the Hardware is reverted to normal service.

12.4 You shall only use the Service to notify us in the event that you genuinely believe that the Vehicle has been stolen. In the event that you do not comply with this Clause 12.4 we reserve the right to charge you for any work we undertake due to your incorrect operation of the system.

12.5 You hereby authorise us to pass on to the law enforcement agency any investigations and any subsequent prosecution.

### **13 Limitation of Liability**

13.1 Subject to Clause 13.2 to 13.7 (inclusive) below, if either of us fails to comply with this Agreement, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these this Agreement.

13.2 We do not accept any liability to you or to others in connection with this Agreement for:

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13.2.1 loss of income or revenue;

13.2.2 loss of profit;

13.2.3 loss of business;

13.2.4 loss of anticipated savings;

13.2.5 loss of data; or

13.2.6 any waste of time.

13.3 We shall also not be liable for any loss or damage caused by:

13.3.1 the acts or omissions of the driver of the Vehicle;

13.3.2 the Vehicle being stolen; or

13.3.3 the operation of the Service being adversely affected by physical features such as underpasses, atmospheric conditions and other causes of interference beyond our reasonable control.

13.4 We do not warrant that the Services will lead to the location of your stolen vehicle. We may not be able to locate your vehicle if the Hardware has been damaged or tampered with in anyway, or is in a tunnel, container, or underground enclosure, or if the Hardware has been disabled or for other reasons beyond our reasonable control.

13.5 However, this Clause 13 will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by Clauses 13.2.1 to 13.2.6 (inclusive) of Clause 13.2 above.

13.6 Nothing in this Agreement excludes or limits our liability for:

13.6.1 death or personal injury caused by our negligence;

13.6.2 fraud or fraudulent misrepresentation;

13.6.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

13.6.4 any deliberate breaches of this Agreement and conditions that would entitle you to terminate the Agreement; or

13.6.5 any other matter for which it would be illegal for us to exclude or

attempt to exclude our liability.

13.7 You agree and acknowledge that the provision of the Services does not in any way mitigate your duty to obtain adequate insurance for the Vehicle.

### 14 Transfer of Rights and Obligations

14.1 This Agreement is personal to you and relates exclusively to the Vehicle in which the Hardware was originally installed.

14.2 You may not transfer, assign, change or otherwise dispose of this Agreement, or any of your rights or obligations arising under it, without our prior written consent (such consent not to be unreasonably withheld or delayed).

14.3 The Agreement between you and us is binding on you and us and on our respective successors and assignees.

14.4 We may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of our rights or obligations arising under it, at any time during the term of the Agreement so long, when applicable, we can show that we reasonably believe that the party to whom we are disposing of the Agreement to can provide you with materially the same level of service.

### 15 Suspension of Service/Planned Maintenance

15.1 We may, if any modification or maintenance is being carried out to our tracking network, temporarily suspend the Service or access to our Site for the period of that modification or maintenance.

15.2 We will make a reasonable effort to give you 2 days' notice of any such modification or maintenance but reserve the right to suspend the Service or access to our Site on shorter notice if circumstances require.

### 16 Events Outside Our Control

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16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by events outside our reasonable control ("Force Majeure Event").

16.2 We will take all commercially reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Agreement may be performed despite the Force Majeure Event.

16.3 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

16.3.1 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

16.3.2 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

16.3.3 the impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

16.3.4 the impossibility of the use of public or private telecommunications networks;

16.3.5 the acts, decrees, legislation, regulations or restrictions of any government; and

16.3.6 pandemic or epidemic.

16.4 Our performance under any Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

16.5 If the Force Majeure Event above continues for a period of over three months, either of us shall be entitled to give the other written notice to terminate this Agreement without additional liability.

### 17 Term and Termination

17.1 Subject to Clause 16 (Events outside our control), this Agreement shall commence upon the Commencement Date and shall continue for a minimum fixed period of twelve (12) months.

17.2 All subscriptions that are taken out must be terminated at the time you dispose of the subscribed Vehicle (whether through sale, write-off or otherwise). You must promptly give us written notice of any such disposal so that the Hardware can be disconnected and the subscription terminated. Subscription Agreements are non-transferable and non-refundable, this includes where the Vehicle is written off, sold or if the same Hardware is reinstalled into another Vehicle.

17.3 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

17.3.1 the other party is in material or persistent breach of this Agreement or in the event that such breach can be remedied, the breach has not been remedied within thirty (30) days of written notice of such breach by one party to the other;

17.3.2 We may terminate this Agreement with immediate effect by sending you a written notice to that effect in the event that:

17.3.3 any government or regulatory approvals for the use of the Hardware or Services are withdrawn, suspended or amended at any time;

17.3.4 you, or any Authorised User, persistently raise false alarms in circumstances where you or they had no reasonable grounds on which to believe that the Vehicle had been stolen or that genuine emergency or breakdown conditions exist.

17.4 You may terminate this Agreement with immediate effect by giving the notice detailed in Clause 18.3 (Our right to vary this Agreement).

17.5 Termination shall be without prejudice to the accrued rights of the parties as at the date of termination.

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17.6 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

### **18 Our Right to Vary this Agreement**

18.1 We have the right to revise and amend this Agreement from time to time to, for example, reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

18.2 This Agreement will not be varied unless:

18.2.1 a change is required to be made by law or governmental authority; or  
18.2.2 we notify you of the proposed variation in writing and you do not exercise the right of termination detailed in Clause 18.3 below. In which case the proposed variation will apply to this Agreement and any future provision of the Services to you.

18.3 You may terminate this Agreement if, within fourteen (14) working days of receipt of a notice given under Clause 18.2.2 above, you notify us that you wish to terminate this Agreement.

### **19 Written Communications**

19.1 Applicable laws require that some of the information or communications we send to you should be in writing.

19.2 When using our Site, you accept that communication with us will be mainly electronic.

19.3 We will contact you by e-mail or provide you with information by posting notices on our Site.

19.4 For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information

and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

19.5 This Clause 19 does not affect your statutory rights.

### **20 Notices/Complaints**

20.1 If you are dissatisfied with the services we provide, please notify us in writing as soon as possible after the occurrence of the event you are complaining about. The procedure to follow when giving such a notice is set out below.

20.2 Upon receipt of such notice we will take all reasonable steps to investigate your complaint.

20.3 All written notices given by you to us must be sent to Meta Trak UK at Unit 8 The Links, Popham Close, Hanworth, Middlesex TW13 6JE or [info@metatrak.co.uk](mailto:info@metatrak.co.uk). 20.4 We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in Clause 19 (Written Communications).

20.5 Notice will be deemed received and properly served immediately when posted on our Site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.

20.6 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### **21 General**

21.1 **PRIVACY:** Please note that any personal data which we are given, collect or record when providing or discussing the Service with you will be treated in accordance with our Privacy Policy (available on our site).

21.2 **THIRD PARTY RIGHTS:** A person who is not party to this Agreement

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shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

21.3 This Agreement is personal to you. Unless otherwise provided in this Agreement, you may not assign or transfer this Agreement to any other person without our express consent.

21.4 We reserve the right to assign, novate or transfer this Agreement to any third party. We reserve the right to subcontract the performance of any or all of our obligations under this Agreement to any third party.

21.5 Any waiver or concession we may allow you (or you allow us) is limited to the specific circumstances in which it is given and does not affect our (or your) other rights.

21.6 Each of the provisions contained in this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

21.7 This Agreement constitutes the entire Agreement between us and you relating to the Services and supersedes all prior agreements and negotiations.

21.8 This Agreement is to be interpreted in accordance with the laws of England and Wales and any disputes relating to this Agreement will be dealt with by the Courts of England.

21.9 You acknowledge that for security reasons, telephone calls with any of our personnel may be recorded. You hereby consent to the recording of such calls and agree that such recordings may be used and supplied to the law enforcement agency for the sole purpose of the prevention and detection of crime.

21.10 You acknowledge that our authorised personnel can locate your vehicle for test purposes.