

## **Additional Terms and Conditions relating to Vehicle Immobilisation**

### **1. INTERPRETATION**

1.1 For the purposes of this document the definitions contained in Ctrack's standard Terms and Conditions which apply to the relationship with the Customer shall have the same meaning in these Additional Terms and Conditions relating to Vehicle Immobilisation.

### **2. BASIS OF CONTRACT**

2.1 By completing and signing the Agreement including the option of Vehicle Immobilisation, the Customer agrees that these Additional Terms and Conditions relating to Vehicle Immobilisation shall apply in full as though they were included within the standard Terms and Conditions that apply to the Contract between Ctrack and the Customer.

### **3. IMMOBILISATION SOLUTION OPTIONS**

3.1 Ctrack offers three types of immobilisation which operate as follows:

3.1.1 Stage 1 Immobilisation, once activated, operates with a default position that the vehicle starter motor is not disabled until immediately after the vehicle ignition is switched on and the Ctrack device becomes activated. When this solution is activated:

3.1.1.1 There are some circumstances when the vehicle starter motor can still be engaged to start the engine of the vehicle before the immobilisation becomes effective.

3.1.1.2 The engine of the vehicle can be started with the use of techniques which do not rely on the use of the vehicle starter motor.

3.1.1.3 If the Ctrack equipment were to malfunction the solution would default such that the vehicle starter motor is not disabled and the engine of the vehicle would be capable of being started and the vehicle driven normally.

3.1.2 Stage 2 Immobilisation, once activated, operates with a default position that the vehicle starter motor is disabled and cannot be used to start the engine of the vehicle. When this solution is activated:

3.1.2.1 The engine of the vehicle can be started with the use of techniques which do not rely on the use of the vehicle starter motor.

3.1.2.2 If the Ctrack equipment were to malfunction the solution would default such that the vehicle starter motor is disabled and the engine of the vehicle would not be capable of being started and the vehicle would not be capable of being driven normally. It is therefore possible that the vehicle could be stranded until the Ctrack Equipment can be repaired.

3.1.3 Bespoke Immobilisation offers a solution which is agreed specifically to meet the requirements of the Customer and may involve the use of a combination of the Ctrack equipment as well as other third party equipment which may or may not be classified as Thatcham Approved Equipment. This solution would be designed and agreed as a specific technical solution with the Customer.

3.2 The activation and deactivation for Stage 1 Immobilisation and Stage 2 Immobilisation will be agreed with the Customer and can include a combination of the following:

3.2.1 Using the Ctrack System to remotely send activation or deactivation signals to the Ctrack Equipment. The Immobilisation Solution would be activated or deactivated the next time that the vehicle ignition is switched off.

3.2.2 The use of a driver identification confirmation mechanism within the vehicle to ensure that only drivers in possession of Customer approved identification can deactivate the solution to enable the starter motor so that the engine of the vehicle can be started normally.

3.3 The activation and deactivation for Bespoke Immobilisation will be specified as part of the specific technical solution agreed with the Customer.

### **4. GENERAL WARRANTIES**

4.1 Ctrack warrants that the Immobilisation Solution will be implemented with reasonable care and skill.

4.2 All other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

4.3 Any advice, instruction and/or recommendation relating to the Immobilisation Solutions and/or their use whether written or oral given by Ctrack's employees ("**Advice**") is given in good faith, but Ctrack only warrants that written Advice is given with reasonable skill and care. Ultimately the decision as to whether and how to proceed with any Immobilisation Solution will be the responsibility of the Customer and no further duty or responsibility is accepted by Ctrack.

4.4 The Customer warrants that:

4.4.1 it is entering into the Contract in the normal course of its business;

4.4.2 it has full power and authority to enter into the Contract and has any necessary consents, licences and authorisations to enable the Customer and Ctrack to perform their respective obligations under the Contract; and

4.4.3 it has not been induced to enter into the Contract by any prior representations or warranties, whether oral or in writing, except as specifically contained in the Contract and the Customer irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation not contained in the Contract or for breach of any warranty not contained in the Contract (unless such misrepresentation or warranty was made fraudulently) and/or to rescind the Contract.

4.5 Given the inherent nature of the internet, Ctrack does not warrant that the Immobilisation Solution will be completely error-free, or will be performed totally without interruption.

### **5. LIABILITY**

5.1 Nothing in these conditions shall limit or exclude Ctrack's liability for:

5.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

5.1.2 fraud or fraudulent misrepresentation;

5.1.3 any matter in respect of which it would be unlawful for Ctrack to exclude or restrict liability.

5.2 Ctrack shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the activation,

deactivation, use or reliance on the Immobilisation Solution. Furthermore the Customer will indemnify Ctrack against any claim or loss resulting from the installation and use of the Immobilisation Solution in any way in the Customer's vehicle whether it is stationary or moving at the time of activation or deactivation of the Immobilisation Solution.

- 5.3 Ctrack's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount (excluding VAT) payable by the Customer for the Monthly Payments relating to a specific vehicle in which the Immobilisation Solution is installed in the year in which the event occurred that gives rise to the claim.
- 5.4 There are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Ctrack except as specifically stated in this Agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded.

## **6. GENERAL**

- 6.1 The Immobilisation Solution Options offered by Ctrack are vehicle specific and Ctrack does not guarantee that any particular solution can be effectively implemented into a Customer's vehicle although Ctrack is prepared to provide Advice in good faith to the Customer about the options available for specific vehicle makes, models and types.
- 6.2 Ctrack reserve the right to charge additional fees for an Immobilisation Solution in addition to the standard fee that is applied for the installation, defit-refit or service of Ctrack Equipment. Whilst Ctrack may agree a standard additional fee with a Customer for an Immobilisation Solution Ctrack reserves the right to request and agree an increased fee rate for specific vehicle types where this will involve significant additional work and in these cases the additional fees will be agreed before Ctrack commence any work on the Customer's vehicle.
- 6.3 The Customer is recommended to check the satisfactory operation of the Immobilisation Solution after first installation, on an ongoing regular basis and after any subsequent work of any type is carried out on the vehicle.
- 6.4 The Ctrack Immobilisation Solution Options are not systems which fall under the category of After Theft Systems with Vehicle Immobilisation for Vehicle Recovery.

This Agreement has been entered into on the date stated at the beginning of it.