

Customer Registration Form

Please complete this form in **FULL** and email to registration-uk@vodafonetelematics.com at least **24 hours BEFORE** commencing the installation.

Section 1 – Dealer Details												
Company Name							Sales Person					
Address							Expected Install Date					
							Installe	Installer's Name				
Postcode							Installer's ID					
Telephone No							Certifica	ate No				
Section 2 – System Details												
System Serial No			Installation Position									
Section 3 – Vehicle Details												
Make	Model							Body Type				
Colour							Registration No					
Section 4 – Subscription Package (Pri	ces exclude '	VAT @ 20%)										
Vodafone Vehicle Defence		Vodafone Vehicle			De	fence		2 years				
Section 5 – Customer Details												
Title	Forenar	Forename					Surname					
] [] [
Address							Mobile No					
							Home N					
							Work N					
Postcode							Password 1					
Email							Password 2					

How to contact Vodafone Automotive UK

United Kingdom

 Activation Line
 01282 473 738

 Fax Number
 01282 473 777

 24hr Stolen Vehicle Helpline
 0333 222 0799

 24hr Stolen Vehicle Helpline from abroad
 +44 (0) 1282 473 799

UK - VODAFONE VEHICLE DEFENCE SERVICE AGREEMENT

THE VODAFONE VEHICLE DEFENCE STANDALONE SELF-POWERED TELEMATICS UNIT DESIGNED FOR THEFT MANAGEMENT AND RECOVERY OF MOBILE ASSETS CONNECTED TO THE VODAFONE AUTOMOTIVE TELEMATICS INFRASTRUCTURE ENABLES ON-DEMAND THEFT ASSISTANCE SERVICE. THIS SERVICE IS PROVIDED EXCLUSIVELY BY THE NATIONAL SERVICE PROVIDER AND BASED UPON THE END USER'S TERMS AND CONDITIONS AS DETAILED BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT, DO NOT USE OR RELY UPON THE VODAFONE VEHICLE DEFENCE SERVICE. USING OR RELYING UPON THE VODAFONE VEHICLE DEFENCE SERVICE USING OR RELYING UPON THE VODAFONE VEHICLE DEFENCE SERVICE USING OR RELYING UPON THE VODAFONE VEHICLE DEFENCE SERVICE USING OR RELYING.

1 DEFINITIONS

- 1.1. In these terms and conditions:
- 1.1.1. "Authorised User" means any person lawfully authorised by the Customer to use the Vehicle;
- 1.1.2. "Customer" means the person, firm or company who owns the Vehicle;
- 1.1.3. "GPS" means the global positioning system, a network of satellites owned by the Government of the United States of America;
- 1.1.4. "GSM" means global system for mobile communications, a cellular phone technology;
- 1.1.5. "Order" means the order, containing all the required data, sent by the Customer to the National Service Provider using the order form provided by the National Service Provider;
- 1.1.6. "National Service Provider" means Vodafone Automotive UK, Shuttleworth House, 21 Bridgewater Close, Network 65 Business Park, Hapton, Burnley, Lancashire B11 5TE.
- Network 65 Business Park, Hapton, Burnley, Lancashire B11 STE.

 1.1.7. "1.1.8." Service" means the Vodafone Vehicle Defence service to be provided by the National Service Provider according to this Service Agreement and in relation to the Vehicle;
- 1.1.9. "Service Activation Notice" means the communication sent by the National Service Provider to the Customer upon activation of the Service;
- 1.1.10. "Service Agreement" means these terms and conditions together with the Order;
- 1.1.11. "Service Fee" means the fee to be paid in advance by the Customer to the National Service Provider for the provision of the Service as published by the National Service Provider from time to time on its website and through the media.
- 1.1.12. "Territory" means the countries where the Service is available and which are specified in the Order.
- 1.1.13. "Unit" means the Vodafone Vehicle Defence telematics unit installed in the Vehicle;
- 1.1.14. "Vehicle" means the Customer's vehicle where the Unit has been installed..

2. SCOPE OF THE SERVICE AGREEMENT

2.1. The National Service Provider shall provide the Service to the Customer inside the Territory, in accordance with the terms and conditions set out in this Service Agreement.

3. SERVICE ACTIVATION AND CONTINUANCE

- 3.1. In order to activate the Service, the Customer shall send to the National Service Provider the Order duly signed and containing all the data required in the Order.
- 3.2. After receiving the Order, the National Service Provider will provide the Customer all the documentation pertaining to the Unit and the Service, including the operating manuals containing sufficient information for the proper installation and operation of the Unit and the provision of the Service.
- 3.3. After receiving notice of installation, the National Service Provider will activate the Unit, and send a Service Activation Notice containing the relevant data to access the Service's features and confirming the Unit's activation. No binding contract shall be formed until the National Service Provider sends received the Service Activation Notice to indicate the provider's acceptance of the Order.
- 3.4. The Customer shall communicate to the National Service Provider in a timely manner any variations in any of the data required in the Order.
- 3.5. The National Service Provider will have no obligation to commence or to continue the provision of the Service unless the Service Fee has been paid to the National Service Provider.

4. PROVISION OF THE SERVICE

- 4.1. In the event that the Customer or any Authorised User reasonably believes that the Vehicle has been stolen, the Customer or the Authorised User (as the case may be) shall promptly notify the National Service Provider without delay. Upon receiving any such notification, the National Service Provider shall take the steps set out in clause 4.5 below.
- 4.2. The National Service Provider reserves the right to charge the Customer (in addition to the Service Fees) for any costs incurred by the National Service Provider in attempting to locate the Vehicle following a false alarm raised by the Customer or any Authorised User.
- 4.3. Upon the theft of the Vehicle, the Customer shall be responsible for notifying the Police as soon as reasonably possible that the Vehicle has been stolen and shall obtain a reference number in respect of the same. The Customer undertakes to provide this reference number to the National Service Provider without delay and the contact details (including address, phone number and the officer in charge of the theft, when known) of the relevant Police Station.
- 4.4. The Customer acknowledges that nothing in the Service Agreement shall be read as a guarantee from the National Service Provider that the Police shall take action upon being notified that the Vehicle has been stolen. The National Service Provider cannot be held responsible for any acts or omissions of the Police.
- 4.5. Upon the theft or unauthorised movement of the Vehicle, the Provider shall as quickly as reasonably possible use reasonable endeavours to locate the Vehicle using GPS or GSM in case the GPS is not available. If the National Service Provider is able to locate the Vehicle, it shall inform the Police of the Vehicle's location.
- 4.6. The Customer undertakes to notify the National Service Provider in advance if the Vehicle is to be carried by another transportation method e.g ferry, trailer, transporter etc. In case the Customer fails to notify the National Service Provider in advance, the Customer acknowledges that they will be responsible for any costs incurred by the National Service Provider in relation to any false alarms caused by such activity.

5. PAYMENTS

- 5.1. The Customer shall pay to the National Service Provider the Service Fee by credit or debit card, cheque or other methods of payments made available in the order form.
- 5.2. If any sums due from the Customer to the National Service Provider pursuant to the Service Agreement remain unpaid for more than 28 days from the due date for payment, without prejudice to any other rights or remedies of the National Service Provider, the National Service Provider will be entitled to:
- 5.2.1. charge interest on the outstanding sum calculated based upon the Italian statutory rate applicable from time to time. Interest shall accrue on a daily basis from the due date for payment until payment is received in full by the National Service Provider together with all interest that has accrued; and
- 5.2.2. suspend the provision of the Service until full payment has been received; and/or
- $\dot{5}$.2.3. terminate the Service Agreement.
- 5.3. The Customer shall reimburse the National Service Provider on demand in respect of all costs and expenses incurred by the National Service Provider in tracing the Customer and in taking steps to enforce payment of any such sums due.
- 5.4. If the Customer's bank fails to honour any cheque or other method of payment, the Customer shall reimburse the National Service Provider in respect of any costs incurred in re-presenting the same.

6. LIABILITY

- 6.1. Notwithstanding any other provision of the Service Agreement, the National Service Provider does not seek to exclude or restrict its liability for gross negligence or wilful misconduct, or for death or personal injury caused by its negligence.
- 6.2. In respect of all other liability hereunder, to the fullest extent permitted by law, the National Service Provider's liability in respect of each event or series of connected events shall not exceed an amount equal to the sum of the Service Fee paid by the Customer.
- 6.3. Installation, activation and certification (where required) of the Unit will be arranged directly between the Customer and the National Service Provider. The National Service Provider will not be held liable for any direct or indirect loss arising out of or in connection with the installation of the Unit in the Vehicle nor with any act or omission by the Customer.
- 6.4. To the fullest extent permitted by law, the National Service Provider shall not be liable to the Customer for the loss of profits or contracts or any other indirect or consequential loss whether arising from tort (including negligence) or breach of contract otherwise. In particular but without limitation, the National Service Provider shall not be liable for any loss or damage caused to the Customer as a direct or indirect result of the Vehicle being stolen and it is agreed and declared that if any limitation in this clause should prove to be unenforceable such finding shall not affect the enforceability of the other exclusions.
- 6.5. The Customer acknowledges that, owing to the nature of the technology comprised in the Unit, the

operation of the Service may from time to time be adversely affected by physical features, including, without limitation, removal or tampering with of the Unit or electromagnetism, the Vehicle being in a garage, in an underpass or in other places not covered by the GPS or GSM networks, atmospheric conditions and other causes of interference beyond the National Service Provider's control (e.g. failure of GPS or GSM networks). In particular, the operation of the Unit and, therefore, the provision of the Service in accordance with the Service Agreement, depends to some extent upon the operation of the GPS and GSM networks with which the Unit operates, and these networks are not operational in all parts of the Territory. As such the National Service Provider can give no guarantee that the Vehicle will be successfully located or recovered. Any demand by the Customer for theft tracking will adversely affect battery duration and require installation of a new Unit at Customer's expense.

6.6. The Customer acknowledges that the activation of the Service does not in any way mitigate his or her duty to obtain adequate insurance for the Vehicle.

7. TERMS AND TERMINATION

- 7.1. Subject to clause 7.3, the Service Agreement shall commence upon the date of the Service Activation Notice and shall continue for the period fixed in the Order.
- 7.2. The Service Agreement shall terminate at the time the Customer sells or otherwise disposes of the Vehicle unless the Customer informs the National Service Provider of transfer between vehicles. The Customer shall have no title to any reimbursement of the Service Fee.
- 7.3. The Service Agreement cannot be assigned or otherwise transferred by the Customer. The Customer expressly acknowledges and accepts that the Service Agreement may be assigned by the National Service Provider to affiliates or authorised operational centres.
- $7.4. \, \text{Either party may, by written notice to the other party, terminate the Service Agreement in the event that:} \\$
- 7.4.1. The other party is in material or persistent breach of the Service Agreement; or
- 7.4.2. The other party becomes insolvent or bankrupt, enters into liquidation, whether voluntary or compulsory, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffering any similar action in consequence of its debt.
- 7.5. The National Service Provider may terminate this agreement with immediate effect on written notice to the Customer in the event that:
- 7.5.1. Any government or other regulatory approvals for the provision of the Service are withdrawn, suspended or amended at any time;
- 7.5.2. The Customer or any Authorised User persistently raises false alarms in circumstances where he or she had no reasonable grounds on which to believe that the Vehicle had been stolen or that genuine emergency or breakdown conditions exist.
- 7.6. Upon termination of the Service Agreement the accrued rights and liabilities of the parties shall not be affected.

 8. GENERAL
- 8.1. The Customer acknowledges that for security reasons telephone calls between the National Service Provider personnel and the Customer may be recorded. The Customer consents to the recording of such calls and agrees that such recording may be used and supplied to the Police for the sole purpose of the prevention and detection of crime.
- 8.2. The National Service Provider shall not be liable for any delay in performing or for failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control ("Event of Force Majeure"). The National Service Provider shall notify the Customer upon becoming aware of the Event of Force Majeure and shall indicate the manner and extent to which its obligations are likely to be prevented or delayed. If any event of Force Majeure occurs, the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the event of Force Majeure provided that if any event of the Force Majeure continues for a long period of exceeding three (3) months, either party shall have the right to terminate the Service Agreement forthwith on written notice to the other party. Each party shall use its reasonable endeavours to minimise the effects of any events of Force Majeure.

 8.3. All notices and other communications required or permitted to be given under the Service Agreement shall be in writing and shall be delivered or transmitted to the intended recipient's address as specified in the Order. Any notice shall be treated as having been served upon delivery if delivered by hand or by mail and on confirmation of transmission if sent by facsimile.
- 8.4. The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to the Service Agreement does not constitute, and shall not be construed as, a waiver of such terms or right and shall in no way affect that party's right later to enforce or to exercise it.
- 8.5. If any term of the Service Agreement is found to be illegal, invalid or unenforceable under any applicable law, such terms shall, insofar as it is severable from the remaining terms be deemed omitted from the Service Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 8.6. The Service Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to this agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in the Service Agreement.
- 8.7. The construction, validity and performance of the Service Agreement shall be governed by the laws of England.
 8.8. The Customer acknowledges that the authorised National Service Provider personnel can track the Customer's vehicle for test purposes.
- 8.9. The Unit and Service is intended for personal/individual use and is not intended as a fleet management service.
 8.10. No variations to the Service Agreement shall be binding unless agreed in writing by an authorised representative of the National Service Provider.

Registration Number IIIIIIII.	.1111111
VIN (17 Digit) IIIIIIII.	
Name of Owner IIIIIII	
have read this Order Form and the End User's Ferms and Conditions.	s Terms and Conditions and agree to be bound by the End User's
expressly agree to the following provisions o discontinuance), 4.2 (costs to be reimbursed t (delayed payments, interest and termination) 6.5 (limitation of Provider's liabilities), 7.1 (Ser	Date I
authorise the National Service Provider to us Vehicle Tracking Service pursuant to the End	Date III./ III./ II
Signature	Date II / II / II / II
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