

Terms and Conditions

1. Definitions

In these terms, expressions used herein shall be as defined overleaf or otherwise as defined below:

Customer - the purchaser of the Product and subscriber to the Services whose name and address is set out overleaf.

Dealer - the dealer named overleaf, by whom the Product is to be supplied to the Customer

GSM Service - the mobile phone service or use of a mobile telephone network supplied to the Customer under the terms of the GSM Service Agreement or Services package to enable the Product to communicate with i-mob in connection with the Services.

GSM Service Agreement - the agreement for the provision of the GSM Service, to be entered into between the Customer and a supplier approved by i-mob as a condition of the Services being made available to the Customer.

GPS Facility - the facility upon which the Product relies to enable it to identify the location of the Vehicle using Global Positioning System technology and depends on information being communicated to and from military satellites.

i-mob - i-mob plc (company number 5102316) whose registered office is 55 Station Road, Beaconsfield, Bucks HP9 1QL

Date of Installation - the date of the installation of the Product in the Vehicle, as specified overleaf or as communicated to i-mob by the supplying dealer or their installer.

Monitoring Service - the service provided to the Customer by i-mob to receive and respond to calls made by the Product indicating unauthorised or unusual movement or use of, or incidents relating to, the Vehicle or for the purpose of making emergency requests concerning the Vehicle.

Product - the vehicle security and monitoring equipment to be supplied to the Customer by the Dealer, as specified overleaf.

Recovery Service - the service provided to the Customer by i-mob for the collection of the Vehicle from any location in the Territory once it has been immobilised following a theft which has been duly reported to the Police authorities in accordance with clause 4.2.

Services - any and all of the GSM Service, Recovery Service, the Monitoring Service and any other services offered by i-mob to the Customer from time to time which the Customer has agreed to receive.

Subscription Fee - the fee payable (in advance) by the Customer for the Services, as indicated to the Customer by i-mob or by the Dealer on i-mob's behalf, (or in the absence of such indication, i-mob's standard fee prevailing at the time of this agreement)

Territory - England, Wales and Scotland.

Vehicle - the vehicle to which the Product is fitted by the Dealer, by i-mob or by an installer authorised by i-mob Reference in these terms to the singular number includes the plural and vice versa and to the masculine gender includes the feminine. Headings to clauses are included for ease of reference and shall not affect the interpretation of these terms.

2. Use of the Product

The Customer acknowledges that the performance of the Product and the availability of the Service are dependent upon the availability from time to time of the GSM Service and the GPS Facility, the management of which and access to which may be beyond i-mob's control. i-mob shall not be liable for any loss suffered by the Customer as a result of the Product and/or Services being inoperative due to any suspension of, deficiency in or interference with either the GSM Service or the GPS Facility which is beyond i-mob's reasonable control.

The Customer acknowledges that i-mob gives no warranty that the installation and/or use of the Product is in compliance with UK or foreign legislation from time to time and that i-mob accepts no liability for any civil action brought or criminal penalty imposed upon the Customer arising out of the installation and/or use of the Product or the Services.

The Customer accepts full responsibility for obtaining any necessary approvals or consents for the installation and/or use of the Product within the UK or elsewhere and i-mob gives no warranty that any such approvals or consents can be obtained and accept no liability for any loss arising out of any failure to obtain any such approvals or consents for whatsoever reason.

The Customer further acknowledges that i-mob cannot be held responsible for any losses howsoever arising due to any changes made to the programming of the Product by the Customer post installation. Nothing in these terms shall operate to limit i-mob's liability for death or personal injury caused by i-mob's negligence.

The Recovery Service is operated for and in the Territory only. i-mob is not obliged to recover the Vehicle from outside the Territory, but if it agrees (at its sole and absolute discretion) to do so, i-mob shall be entitled to charge an additional fee to the Customer.

3. Installation of the Equipment and activation of the GSM Service

The Services shall not be available to the Customer until the Product has been installed in the Vehicle, the GSM Service Agreement has been entered into and the GSM Service has been activated and the Customer has paid the Subscription Fee.

4. Provision of the Services

4.1 Subject to these terms, i-mob will use all reasonable endeavours to make the Services available to the Customer for the agreed period.

4.2 Upon becoming aware, or suspecting, that the Vehicle has been stolen, the Customer must immediately take the following steps:

(a) notify the Police, explaining that the Vehicle has an i-mob system fitted and obtain a Police Crime Reference Number in respect of the theft;

(b) inform i-mob, on the telephone number supplied in the owners' manual accompanying the Product or as notified to the Customer by i-mob from time to time, quoting the Police Crime Reference Number and indicating which Police Station or Police Force has been notified.

4.3 The Customer shall at all times follow the instructions provided by i-mob for the use of the Product and Services. When the Vehicle is recovered following a theft, it remains the responsibility of the Customer to report this fact to the Police as soon as possible.

4.4 Where the Customer is entitled to receive the Monitoring Service under these terms, i-mob will use its reasonable endeavours to handle calls made by the Product which indicate that unauthorised actions or emergencies may have occurred in relation to the Vehicle. Upon receiving such calls, i-mob will seek to make contact with the Customer to alert him that it has received such calls, using the contact details set out overleaf, or as otherwise notified to i-mob in accordance with clause 11.1. Once the Customer has confirmed that the Vehicle has been stolen, he shall immediately comply with i-mob's instructions and follow the steps set out in clause 4.2.

4.5 i-mob reserves the right, should Customer action or inaction result in either the Monitoring Service receiving repeated false alarm call, or the GSM usage being either excessive or not being within the normal operating parameters of the system, to charge the Customer such reasonable sum as i-mob may determine at its reasonable discretion to compensate it for its wasted time, effort and expense in following up such false alarms or in recovery of unauthorised GSM usage, and/or (at i-mob's reasonable discretion) terminate the Monitoring Service and/or any of the other Services including the GSM service provision.

4.6 The Customer acknowledges that no security system can ever be 100% effective. Accordingly, due to the many factors outside of its control, i-mob cannot guarantee that the Product will detect every instance of impact, accident, unauthorised movement, or emergency that occurs in relation to the Vehicle, nor that the Vehicle will be located in each case of theft. The Recovery Service is only available in relation to vehicles of up to 3,5 tonnes (3500 kg) GVW, and with an overall width of up to 7ft 6in (2.3m) and an overall length up to 18ft (5.5m).

4.7 If the Customer uses the Services for any purpose other than for the recovery or monitoring of the Vehicle in cases of theft or emergency, the Customer shall be liable to i-mob for any claim, loss or damage of whatever nature (including court costs and legal fees) arising out of such misuse and i-mob shall be entitled to terminate this agreement immediately by notice and without liability on the part of i-mob.

5. Subscriptions

5.1 The Subscription Fee and all other charges and payments due under these terms are payable in advance. i-mob shall provide the Services for an initial period of 364 days from the Date of

Installation. The Customer may not subscribe to the Service for any period of less than 364 days. The Customer may extend the term of his subscription to the Services by a further 364 days by giving notice to i-mob (to be received by i-mob not less than 14 days prior to the expiry of the then current period) requesting such an extension, or by accepting an offer from i-mob to extend the subscription at any time prior to the expiry of the current period. Any such extension is conditional upon i-mob receiving payment from the Customer, prior to the expiry of the current period, of i-mob's then prevailing standard Subscription Fee for renewals (details of which will be available on request). Failure to pay the required fees prior to commencement of the renewal period shall entitle i-mob to suspend or terminate the Services. i-mob shall be entitled to charge an administration fee as a condition of restoring Services following such a suspension or termination. i-mob shall not be liable for any losses, howsoever arising, resulting from any such suspension or termination of the Services. Subscription charges are not refundable.

5.2 i-mob reserves the right to vary these terms and/or the Subscription Fee with effect from the commencement of any extension for the Services, provided that it notifies the Customer of such variations not less than 14 days prior to the expiry of the current subscription period.

5.3 The availability of the Service and the Additional Services shall be conditional at all times upon compliance by the Customer with these terms. In the event of any breach of these terms, including any default in the payment of subscription charges, i-mob shall be under no obligation to provide the Services.

6. The Police

Nothing in these terms imposes on the Police in relation to the duties of policing any legal duty of care or entitlement greater than or different from that owed to the public at large, nor is any undertaking given that the Police will continue to participate in the operation of Product and/or the Additional Services.

7. Product warranty

If the Product becomes inoperative or develops faults by reason of defective components, workmanship or design within 24 months of the Date of Installation. i-mob will (at its option) repair or replace the equipment free of charge. i-mob shall have no such obligation if the Product (or its installation) has been tampered with, modified, repaired (except by persons authorised by i-mob in writing) or has otherwise been subject to misuse or accident.

The Customer acknowledges that the Product has been sold to him by the Dealer, and not by i-mob, and that accordingly nothing in these terms creates any liability on the part of i-mob to the Customer in relation to the Product under the Sale of Goods Act 1979. This warranty is in addition to, and shall not affect, the Customer's statutory rights but to the extent permitted by law, i-mob's liability to the Customer in relation to the Product is limited to its obligations under this warranty. i-mob may, at its discretion, offer an extension to this warranty for an additional period of up to 12 months.

8. Assignment

8.1 This agreement is personal to the Customer and relates exclusively to the Vehicle. It may not be assigned to any third party without the written consent of i-mob, nor may the Customer (or any third party) receive or benefit from the Services under this agreement in relation to any vehicle other than the Vehicle. In the event of any purported assignment of this agreement by the Customer to any third party, or the removal of the Product from the Vehicle (in each case without the consent of i-mob), i-mob shall be entitled to terminate this agreement immediately by giving notice to the Customer. The Customer is responsible for advising i-mob of any disposal of the Vehicle, and for providing details of the purchaser. The Customer remains liable under this agreement until such notice has been received by i-mob and i-mob has consented to the transfer of the Vehicle to a new owner and/or of the Product to a new vehicle (as the case may be).

8.2 i-mob may subcontract or delegate the performance of any of its obligations under this agreement to any employee, agent or third party, but in such circumstances i-mob shall remain liable for such performance.

9. Suspension of Services and Force Majeure

9.1 i-mob may, at its sole discretion and without liability, suspend the Services (in whole or in part) at any time if a technical failure beyond i-mob's reasonable control affects the provision of them, or if any modification or maintenance is being carried out which affects the GSM Service or GPS Facility, or to the extent such suspension is necessary in order to make changes to any of the Services as required by any government or regulatory authority, or if the supplier of the GSM Service ceases to trade.

9.2 i-mob shall not be liable for any delay in performing or any failure to perform any of its obligations under these terms caused by force majeure including, but not limited to, act of God, insurrection or civil disorder, civil disobedience, war or military operations, national or local emergency, acts or omissions of Government, highway regulatory or other competent authority, unofficial or otherwise unlawful industrial action of any kind, fire, severe inclement weather, and any other cause beyond i-mob's reasonable control.

10. Termination

i-mob shall be entitled to terminate the Services immediately by notice to the Customer in the event that the Customer is in material breach of these terms and (where capable of remedy) such breach has not been remedied within 30 days of a notice requiring remedy, or if the Customer is persistent breach. Termination shall be without prejudice to the accrued rights of the parties as at the date of termination.

11. General

11.1 Any notice required or permitted to be given by either party to the other under these terms shall be in writing addressed to that other party at the contact address detailed overleaf (or, in the case of a notice given to i-mob, at its registered address) or such other address as at the relevant time shall have been previously notified (in accordance with this clause) to the party giving notice. If sent by mail such notice shall be deemed to have arrived 3 working days after posting or if sent by facsimile transmission 12 hours after transmission. If such notice is delivered personally or by courier to the address it shall be deemed to have been received with immediate effect.

11.2 The Customer accepts that, for security reasons, i-mob may record telephone calls between it and the Customer. The Customer consents to the making of such recordings, and to their being made available to i-mob for purposes relating to its business of assisting in the location and recovery of stolen vehicles or to the Police for the same ends, or otherwise for the prevention and detection of crime.

11.3 These terms shall be governed by the laws of England, to the jurisdiction of whose courts i-mob and the Customer submit.