

Terms for Lightfoot Standard Services

This document sets out the Services provided by Ashwoods Lightfoot Limited and the responsibilities accepted by you in respect of the Lightfoot Units - whether those units are purchased by you outright, rented from us or rented or leased from a third party. Accordingly, these terms shall be incorporated into any such supply of Lightfoot Units.

1 Definitions

1.1 In these terms the following words have these meanings:

Additional Services: any services not included in the Services provided by us;

Agreement: these Terms and the Finance Agreement;

Applicable Law: any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of a regulatory body of which we are bound to comply;

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;

Certificate of Acceptance: a certificate of acceptance in respect of each Lightfoot Unit, in the form provided;

Data: the data collected from use of a Lightfoot Unit;

Data Protection Legislation: the Data Protection Act 2018 and, thereafter, the General Data Protection Regulation 2016 ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation in the UK.

Documentation: all documentation supplied by us relating to a Lightfoot Unit;

Finance Agreement: the agreement with us or an authorised partner for the supply of Lightfoot Units;

Good Industry Practice: the degree of skill, prudence, care, diligence and foresight that would be reasonably and ordinarily expected from a skilled and experienced supplier providing services and/or units of the same (or materially similar) nature as those to be provided under this Agreement;

Help Desk: means the technical support staff are available between 09:00-17:30 Monday to Friday, who will endeavour to answer by telephone any queries which You may have regarding the use of a Lightfoot Unit or Reports;

Intellectual Property Rights: means all Patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, processes, rights in trade dress or get-up, rights in good will or to sue for passing off, unfair competition rights, rights in design, rights in computer software, database rights, moral rights, know-how and confidential information; and all other intellectual property rights and similar equivalent rights of forms of protection anywhere in the world which currently exist or are recognised in the future, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights;

Lightfoot Unit: a device which conforms (to the extent relevant) with the Documentation;

Lightfoot Unit Charges: the charges payable by You for each Lightfoot Unit (and, if appropriate, its installation) to the Supplier;

Location: the location at which the Lightfoot Units are to be installed;

Reports: the reports on the use of each of the Lightfoot Units provided by us. Any additional reports must be agreed in writing between the parties;

Report Frequency: the frequency at which We will provide Reports to the Report Manager as set out in the Order Confirmation;

Report Manager: the person appointed by You and specified in the Order Confirmation to receive the Reports. Any change to the Report Manager must be notified to us in writing at least 2 Business Days before a Report is due to be sent;

Services: means:

- (a) the Help Desk;
- (b) the provision of an on-line dashboard for Your drivers; and
- (c) the generation of Reports in accordance with the Report Frequency.

Setup Date: means a date agreed by the parties on which each Lightfoot Unit will be installed in a Vehicle and the Services will be made available to You;

Supplier: the person providing Your Lightfoot Units;

Warranty Period: either 12 months from the date the Lightfoot Unit is first installed or 15 months from its supply to You, whichever is the shorter;

VAT: means Value Added Tax at the rate in force for the time being;

Vehicle: a vehicle in which a Lightfoot Unit has been installed, and other capitalised terms have the meanings given in the Master Terms front sheet.

1.2 Words in the singular shall include the plural and vice versa. A reference to one gender shall include the other genders.

1.3 A person includes an individual, corporate or unincorporated body.

1.4 'Writing' or 'written' includes e-mail.

2 Agreement

2.1 Provided you have entered into an agreement with Us or one of Our approved partners for the acquisition of Lightfoot Units we will carry out our duties under this agreement and provide the Services.

2.2 If you require Additional Services then these will be subject to these terms and payment will be due to us in accordance with the price list on our website.

3 Your Undertakings

3.1 In relation to each Lightfoot Unit You agree to:

- (a) ensure that each Lightfoot Unit is used in accordance with all relevant guides and instructions and not otherwise;
- (b) not access all or any part of the Lightfoot Unit including for the avoidance of doubt, to reverse engineer it, modify it, add to it or use it for any purpose for which it is not expressly designed or suitable;
- (c) notify Us of the whereabouts of each Lightfoot Unit and the relevant Vehicle if requested to do so from time to time;
- (d) notify Us when the vehicle is no longer used and the Lightfoot unit remains installed;
- (e) not remove (or permit the removal) of any part of the Lightfoot Unit from the United Kingdom without Our prior written consent; and
- (f) not to use the SIM installed in each Lightfoot Unit in any other equipment.

4 Installation

4.1 We shall (in accordance with Your election) on the Setup Date and at the Location (on behalf of Your Supplier if this is a rental from them):

- (a) provide and install each Lightfoot Unit as may be requested from time to time by You during the term of the Finance Agreement ("Fit" setup method); or
- (b) provide each Lightfoot Unit for Your authorised personnel to install from time to time and provide reasonable technical assistance and training as requested ("Train" setup method).

4.2 If We are unable to carry out an installation through Your fault, we reserve the right to charge a cancellation fee at Our current prices on Our website.

4.3 Where a Lightfoot Unit is installed by You, immediately after installation You will, tell Us each Lightfoot Unit's serial number, corresponding Vehicle registration and mileage.

4.4 Where You want to move a Lightfoot Unit to an alternative vehicle, We will provide a de-installation and re-installation service and/or supply a replacement fitting kit for the new vehicle at our then current prices on Our website.

5 Supply of Services

5.1 We warrant that each Lightfoot Unit shall perform and be available as set out in the Documentation and that each Lightfoot Unit will be fit for purpose.

5.2 We shall provide the Service on the terms set out in this Agreement, in accordance with Good Industry Practice and all Applicable Law.

5.3 The Services do not include the rectification of a fault resulting from:
(a) improper use, operation or neglect of a Lightfoot Unit;

- (b) failure by You, to implement and use recommendations in respect of each Lightfoot Unit or solutions to any fault provided by Us; or
- (c) any alteration, modification made by any other person other than Us without Our prior consent.
- 5.4 We:
- (a) cannot promise that Your use of the Lightfoot Unit will be uninterrupted or error-free; nor that each Lightfoot Unit and/or the information obtained by You through Reports will reduce fuel consumption, increase Vehicle life or otherwise meet Your requirements; and
- (b) are not responsible for any delays, loss or damage resulting from the transfer or non-transfer of Data over communications networks and facilities.
- 5.5 You acknowledge that:
- (a) the Reports may be affected by false or incorrect information entered by your vehicle users; and
- (b) that the Lightfoot Unit has not been developed to meet Your individual requirements and that it is therefore Your responsibility to ensure that the facilities and functions of Lightfoot Unit as described in the Documentation meet Your requirements.
- 5.6 You acknowledge that each Lightfoot Unit may not be free of errors or bugs and You agree that the existence of any minor errors shall not constitute a breach of this Agreement.
- 5.7 You acknowledge that the mobile communications elements (including the GPS information) of the system are supplied by a third party and are therefore beyond our control.
- 6 Payment**
- 6.1 No payment shall be due under these terms for the provision of the Services. Payments due in respect of Additional Services shall be due 30 days after the date of invoice.
- 7 Faulty Lightfoot Units**
- 7.1 In the event that a Lightfoot Unit fails in the Warranty Period We will:
- (a) if We did not install the Unit, send You a replacement or repaired Lightfoot Unit (at our option) within 3 Business Days. You should return the exchanged Lightfoot Unit within 14 days by Recorded Delivery or We reserve the right to charge the cost of replacement; otherwise
- (b) if We installed the Lightfoot Unit then We will send an engineer to repair or replace it. The engineer will not attend anywhere other than the Location and You agree to have the Vehicle available there, subject to being given 24 hours' notice.
- 8 Intellectual Property Rights**
- You acknowledge that all Intellectual Property Rights in Lightfoot Unit throughout the world belong to Us and that You only have the right to use it with the report service in accordance with the terms of this Agreement.
- 9 Data Protection and IT Security**
- 9.1 The phrases 'Data Controller', 'Data Processor' and 'Personal Data' shall have the meanings assigned to them in the Data Protection Legislation.
- 9.2 We will both comply with all applicable requirements of the Data Protection Legislation.
- 9.3 We both acknowledge that for the purposes of the Data Protection Legislation, You are the Data Controller and We are the Data Processor. We shall both complete a register detailing the scope, nature, duration and purpose of the processing prior to the transfer of any personal data.
- 9.4 You shall ensure that you have all necessary consents or have complied with another processing condition and have the appropriate notices in place to enable the lawful transfer of Personal Data to Us and Your Supplier, for the duration and for the purposes of this agreement.
- 9.5 We warrant that to the extent We process any Personal Data on Your behalf we:
- (a) shall act only on Your instructions; and
- (b) have in place appropriate technical and organisational security measures (which may be subject to approval by You) against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. Such measures shall be appropriate to the harm that might result from the unauthorised or unlawful processing;
- (c) shall ensure all staff who have access to the Personal Data are obliged to keep it confidential;
- (d) will assist You to respond to an individual's request to enforce their rights of subject access, rectification, erasure and any other rights conferred by the Data Protection Legislation;
- (e) assist You if requested with respect to security, breach notifications, impact assessments and any investigations by a supervisory authority;
- (f) notify You without undue delay in the event of a data security breach and assist You with any investigations; and
- (g) maintain and keep up to date the data processing register referred to above.
- 9.6 We currently use Amazon Web Services Inc as our cloud service provider. We will not appoint any other third-party processor without undertaking due diligence. We will ensure that all third-party processors are subject to an agreement with Us in the same or substantially similar terms in relation to the Data Protection Legislation.
- 9.7 We will at all times comply with our obligations under the EU Data Protection Directive including maintaining any valid and up-to-date registration or notification required.
- 9.8 If this agreement will involve or require a transfer of any Personal Data from one country to a country outside the country of origin, if required by applicable law, both of us will enter into a data transfer agreement that is consistent with the requirements of applicable law. We will also ensure that:
- (a) the individuals have enforceable rights and effective legal remedies in relation to any transferred Personal Data; and
- (b) We have ensured adequate levels of protection in relation to any Personal Data that is transferred.
- 9.9 We agree to indemnify and keep indemnified, and defend You at Our own expense against all costs, claims, damages or expenses incurred by You or for which You may become liable due to any failure by Us or Our employees or agents to comply with any of Our obligations under this clause 9 and/or the provisions of the Data Protection Legislation.
- 9.10 We will comply with Our Data Protection and IT Security Policies.
- 9.11 The obligations in relation to data protection set out in this clause shall not be affected by the expiry or termination of this agreement.
- 10 Data Management**
- 10.1 You will own the rights, title and interest in and to the Data.
- 10.2 We will archive Data in accordance with our procedures. In the event of any loss or damage to Data, Your sole and exclusive remedy shall be for Us to use reasonable commercial endeavours to restore the lost or damaged Data from our back-ups.
- 10.3 We maintain a global, anonymous database of driving results so as to allow the results from each client to be benchmarked against other vehicle fleets. You agree we are permitted to process the Data in order to anonymise it for this purpose. We shall ensure that the resulting data will not identify any individual, nor You. The resulting anonymised data will be owned by us.
- 10.4 You agree that we may contact Your drivers with an invitation to join a rewards program based on driver performance.
- 10.5 You agree to ask all your drivers to permit us to collect their driving behaviour both in and out of working hours.
- 11 Transfer of Rights and Obligations**
- We shall be entitled to assign or transfer all or any of Our rights under this Agreement without Your consent. You shall not assign, transfer, hold on trust or otherwise dispose of any of Your rights and/or obligations under this Agreement.
- 12 Notices**
- Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at the addresses set out in the Master Terms or such other address as may have been notified by that party for such purposes.
- 13 Miscellaneous**
- 13.1 We will have no liability to You if we are prevented from or delayed in performing Our obligations under this Agreement by acts, events, omissions or accidents beyond our reasonable control.
- 13.2 If We do not insist upon strict performance of any of Your obligations or fail to exercise any of our rights or remedies, this shall not constitute a waiver of such rights or remedies in the future.
- 13.3 In the event of a conflict between the terms of this Agreement and the terms of the Finance Agreement, the Finance Agreement shall prevail.
- 13.4 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 13.5 This Agreement shall be governed by, and construed in accordance with, English law and each party irrevocably submit to the exclusive jurisdiction of the English courts.