

## **SRL TRACKER General Conditions Of Use**

**THERE IS ONE SRL TRACKER UNIT PER 2-WAY SRL TRAFFIC SYSTEM  
(UNLESS THE USER SPECIFICALLY REQUESTS TWO)**

**THE SRL TRACKER UNIT IS EMBEDDED WITHIN ONE CHOSEN POSITION OF  
THE SRL TRAFFIC SYSTEM**

**THE SRL TRACKER UNIT IS NOT DESIGNED TO COVER ALL PARTS OF THE  
SRL TRAFFIC SYSTEM**

**THE DESIGN OF THE SRL TRAFFIC SYSTEM, ENABLING IT TO BE  
TRANSPORTED IN PART FORMAT, ONLY ALLOWS THE SRL TRACKER UNIT  
TO TRACK THE PART IN WHICH IT IS EMBEDDED**

**SRL ARE NOT RESPONSIBLE FOR NON-PERFORMANCE OF THE TRACKER  
CONTRACT SHOULD THE NON-TRACKERED PARTS OF THE TRAFFIC LIGHT  
SYSTEM BE LOST OR STOLEN WITHOUT RECOVERY**

**RECOVERY OF THE SRL TRAFFIC SYSTEM VIA TRACKER ALERT IS  
CHARGEABLE, PAYABLE TO THE OWNER**

**RECOVERY FEES OF £1,000+vat APPLY, PAYABLE TO THE OWNER, WHEN  
TRACKER IS ALERTED**

### **1. Definitions**

- a.) The 'Owner' is the Company, firm or person letting the tracker unit be used and includes their successors, assigns or personal representatives. Use of the word 'Owner' in this document necessarily implies that the Owner has title to the Goods.
- b.) The 'User' is the Company or firm using the Owners tracker unit and includes their successors or personal representatives. The 'User' must be a recognised Traffic Management business.
- c.) 'tracker unit' covers all classes of the tracker and accessories therefore which the Owner agrees to be used by the User
- d.) A 'week' shall be 7 consecutive days.

### **2. Extent of Contract**

No conditions or warranty other than herein specifically set forth shall be implied or deemed to be incorporated in to form part of the Contract.

### **3. Availability of tracker unit**

The tracker unit is offered subject to being available to the Owner at the time required by the User.

### **4. Loading and Unloading**

The User shall be responsible for unloading and reloading the tracker unit at site, and any Driver, or Operator supplied by the Owner shall be deemed to be under the User's control.

## **5. Delivery in Good Order**

Unless notification in writing to the contrary is received by the Owner from the User within one day of the tracker unit being supplied, the tracker unit shall be deemed to be in good order in accordance with the terms of Contract and to the User's satisfaction.

## **6. General Maintenance of tracker unit**

- a.) The User shall be responsible for its safekeeping, use in a workmanlike manner within the Manufacturer's rated capacity and return on the completion of the use in equal order (fair wear and tear excepted)
- b.) The User shall take all reasonable steps to keep himself acquainted with the state and condition of the tracker unit. If tracker unit be continued at work or in use in an unsafe and unsatisfactory state, the User shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.
- c.) The User shall return the tracker unit in a perfectly clean condition. The User shall be responsible for any expense involved in cleaning tracker unit incurred by the Owner.

## **7. Breakdown**

- a.) Any breakdown or the unsatisfactory working of any part of the tracker unit must be notified immediately to the Owner. Any claim for breakdown time will only be considered from the time and date when notification is received by the Owner.
- b.) The User shall be responsible for all expenses involved arising from any breakdown and all loss or damage or misuse of the tracker unit, whether by the User or his servants, and for the payment of the use charges during the period the tracker unit is necessarily idle due to such breakdown.
- c.) Under no circumstances shall the User repair or attempt to repair the tracker unit unless authorised in writing by the Owner. No allowance for use charges or for the cost of repairs will be made by the Owner to the User unless such repairs have been authorised in writing by the Owner.

## **8. Other Stoppages**

No claims will be admitted, other than those allowed for under Breakdown, as herein provided, for stoppages through causes outside the Owner's control, including bad weather or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any tracker unit from soft ground.

## **9. Consequential Losses**

The owner accepts no liability nor responsibility for any consequential loss or damage due to or arising from the breakdown or stoppage of the tracker unit through any cause whatsoever, or through non-arrival arising from accident or breakdown during loading unloading, or transport of the tracker unit.

## **10. Servicing and Inspection**

The User is responsible for the general maintenance of the tracker unit. The User shall at all reasonable times allow the Owner to have access to the tracker unit to inspect, test, adjust, repair or replace the same if notified to do so by the User. The maximum period between service/maintenance inspections by the Owner or his Agents shall be 52 weeks. The User shall at all reasonable times allow the Owner, his Agents or his Insurers to have access to the tracker unit to inspect, test, adjust, repair or replace the same. So far as reasonably possible, such work will be carried out at times to suit the convenience of the User.

### **11. Notice of Accidents**

If the tracker unit is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner by telegram and confirmed in writing to the Owner's office, and in respect of any claim not written the User's agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the User without the Owners consent in writing.

### **12. User's Responsibility for Loss and Damage**

- a.) During the continuance of the use period the User shall make good to the Owner all loss or damage to the tracker unit from whatever cause the same may arise, fair wear and tear excepted (see clause 23 below), and except as provided in Clause 10 herein, and shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection therewith whether arising under statute or common law.
- b.) During owner inspections, any loss or damage to the tracker unit will be replaced/repaired and charges invoiced accordingly.
- c.) When the tracker unit is reported lost or it is not returned when the termination of the use period is requested by the User, the use period will be deemed to end when the User pays the Owner the Manufacturers current price list. The User agrees to pay the Owner all costs incurred by the Owner in rectifying the condition of the Equipment returned damaged or unclean. Use charges will continue until such payment has been received.

### **13. Sub-Letting**

The User shall be permitted to sub-let or lend the tracker unit from the site to which it was delivered or consigned. The User shall be responsible to the Owner for the cost of the tracker unit at all times of sub-let or lend.

### **14. Change of Site**

The User shall be able to move the tracker unit from the site to which it was delivered or consigned unless prior consent to be obtained from the Owner, such consent to be confirmed in writing.

### **15. Government Regulations**

The User will be responsible from compliance with all regulations issued by the Government of Local Authorities, including Regulations under the Factories Acts, and observance of the Road Traffic Acts should they apply.

### **16. Owner Plates**

The Owner may affix his plate or mark on the tracker unit indicating that it is his property and the User shall NOT be permitted to do the same.

### **17. Basis of Charging**

- a.) 52 weeks at a weekly contract charge invoiced monthly.
- b.) Consumable spares will be charged at current prices or an agreed estimate thereof.

### **18. Commencement and Termination of Use**

- a.) The use period shall commence from the time when the tracker unit leaves the Owner's depot or place where last employed and shall continue until the tracker unit is received back at the Owner's named depot or equal.
- b.) Where a User notifies the Owner of termination of use this can only be accepted where either the tracker unit is returned to the Owner's depot or termination of use is confirmed in writing if the Owner is to collect.

- c.) The User is responsible for ensuring that all receipts for tracker unit returned are countersigned by a representative of the Owner.
- d.) Should the User miss one monthly payment, the Owner reserves the right to terminate the Contract and recover the equipment without notice. The User is responsible for payment of the remainder of the 52 weeks Contract in full and any reasonable associated costs the Owner incurs in recovering the tracker unit.

### **19. Minimum Period of Contract**

The minimum contract period of use for the tracker unit is 52 weeks. The User is responsible for the payments to the Owner, invoiced monthly, for a minimum period of 52 weeks, whether the tracker unit is used, sub-let, or not. Early return of the tracker unit to the Owner does not constitute early termination of the Contract Period.

### **20. Acceptance of Use Conditions**

The acceptance of any equipment or services from the Owner by the User on site will constitute the acceptance of the Terms and Conditions as laid out in this Contract.

### **21. Payment Terms**

Payment of the Company's use charges shall be made by a User with an approved credit account not later than 30 days after the date of each invoice. If any sum remains unpaid after the due date, the payment of all use charges, no matter how recent, shall become due immediately. The owner reserves the right to charge a minimum late payment charge of £25, to be applied to each invoice that is overdue. The owner reserves the right to charge all reasonable legal costs should action be necessary to recover overdue monies or tracker unit.. The owner reserves the right to revert to "Ad Hoc Hire" hire rates when payment is overdue by more than 30 days.

### **22. Protection of Owner's Rights**

- a.) The User shall not sell, mortgage, charge, pledge, part with possession of or otherwise deal with the tracker unit, except as provided under Clause 16 and shall indemnify the Owner against all losses, damage, costs, charges and expenses that may occasioned by any failure to observe and perform this Condition, except in the event of Government requisition.
- b.) If the User shall make default in punctual payment of all sums due to the Owner for use or tracker unit or other charges or shall fail to observe and perform the Terms and Conditions of this Contract, or if the User shall suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a Company, shall go into liquidation (other than a member's voluntary liquidation) or shall do or shall cause to be done or permit or suffer any act or thing whereby the Owner's rights in the tracker unit may be prejudiced or put into jeopardy, this agreement shall forthwith be terminates (without any notice or other act on the part of the Owner and notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature) and it shall thereupon be lawful for the Owner to retake possession of the said tracker unit and for the purpose to enter into or upon any premises.

### **23. Consumables**

The good working order of the parts of the tracker unit in general is the responsibility of the Owner. It is the responsibility of the Owner to replace or repair any failed parts (subject to the exclusion in clauses 6, 7, 10, 12 above) during the contract period.