

1. Definitions and Interpretation

1.1 In These Terms

Additional Charges means the charges set out in the Charges Schedule;

Affiliates means with respect to any party, any other entity controlling, controlled by or under common control with such party. The terms “control”, “controlling” and “controlled”, as used in this definition shall mean the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the issued share capital or more than 50% of the voting rights, or the power, directly or indirectly, to appoint a member of the board of directors or similar governing body of such entity;

Agreement means these Terms and Conditions of Supply;

atom is a trading name of the Supplier and the Supplier’s parent company, Radius Payment Solutions Limited (Company number: 08260702);

Confidential Information means information of commercial, proprietary or other value disclosed by one Party to the other Party which is identified as confidential or might reasonably be considered to be confidential and that has not come into the public domain or been independently developed;

Charges Schedule means the charges set out at <https://www.radiustelematics.com/us/terms-conditions-rt/charges/>

Commencement Date the earlier of (a) the customer using the service or (b) seven (7) days from the date the Supplier dispatches the Hardware;

Contract means a contract between the Parties for provision of the right for the Customer to use for the duration of a Services contract the Product and/or licence (as applicable) any of the Products provided by the supplier and/or for the Services entered into between the Customer and Supplier in accordance with clause 3;

Customer means the entity acquiring the right to use and/or license the Products provided by the Supplier and/or is the purchaser of Services;

Data Reports means visual and other representations of telematic data accessible through the Website;

Firmware means the Supplier's proprietary tracking unit management and control software;

Fleet means the vehicles, assets or personas to be tracked or traced via the Services;

Force Majeure Event means an event, or a series of related events, that is outside the reasonable control of the Party affected (including power failures, industrial disputes, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

Hardware means vehicle telematics units and associated peripherals which may or may not include Firmware, SIM card and network airtime and Onboard Unit

Initial Term the first time period of a grant of a licence to use the Product and paid for by the Customer as set out in the Sales Order Form;

Intellectual Property means any patent, registered or unregistered design right, trade mark or other proprietary rights inherent in the Products any copyrights and database rights, all other similar or equivalent intellectual or commercial rights or property subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future and all reversions, renewals, revivals and extensions of any of the foregoing, and all rights under licences, consents, orders, statutes or otherwise in relation to any of the foregoing;

Kinesis Platform means the IT systems that run the Service;

Location Data means data on the geographical position of the Fleet and other messages sent to or by the Fleet;

Mobile Communication Services means the mobile electronic communication services used for transmitting Location Data;

Non-Return Fee: means the amount set out on the Charges Schedule;

Onboard Unit means an electronic device that can be used for obtaining, capturing and transmitting Location Data and other driver behaviour events via satellite tracking and for sending and receiving such data;

Prices means the price:

(b) as agreed between the Customer and the Supplier; or

(c) as published on the Supplier's website from time to time; or

(d) as set out in the Charges Schedule from time to time;

Products means the Hardware which is provided to the Customer by the Supplier for the Customer to use for the duration of a Contract for the supply of Services and where applicable the Software and Firmware;

Renewal Period shall be on a rolling quarterly basis as the set out in the original Sales Order Form;

Sales Order Confirmation means the confirmation sent by the Supplier to the Customer;

Statistical Data has the meaning given in clause 10.5;

Services means the delivery of such services as agreed with the Customer from time to time;

SIM means Subscriber Identity Module card providing network airtime;

Software means the Supplier's proprietary application software and third party licensed software where applicable in existence at the commencement of the Contract or developed as a product of the Services;

Supplier means Radius Fleet Services Inc(registration number **20175575186**)

Terms means this Agreement along with the Sales Order Form and invoice;

and

Website means the content (including all and any displayed materials and graphics such as databases, maps, photographs, and other images) of the Supplier websites at www.velocityfleet.com and <https://www.kinesisfleet.com/> which shall contain the Data Reports.

1.2 The ejusdem generis rule is not intended to be used in the interpretation of these Terms; it follows that a general concept or category utilised in these Terms will not be limited by any specific examples or instances utilised in relation to such a concept or category.

1.3 The singular shall include the plural and vice versa and words denoting persons shall include bodies corporate and unincorporated associations of persons.

[Back to Atom Terms and Conditions](#)

2. **These Terms**

These Terms contain the only conditions upon which the Supplier will deal with the Customer, and they govern all Contracts to the exclusion of all other terms and conditions.

[Back to Atom Terms and Conditions](#)

3. **Basis of Contract**

3.1 Each order for Products given by the Customer to the Supplier will be deemed to be an offer by the Customer to purchase or rent (and in the case of Software and Firmware, licence) Products from the Supplier subject to these Terms and in order for a Contract to come into force the Supplier shall send a Sales Order Form to the Customer.

3.2 Notwithstanding the above, use of the Products and/or the Services will, in any event, constitute acceptance of these Terms by the Customer and a Contract will come into force between the Parties on the basis of these Terms.

[Back to Atom Terms and Conditions](#)

4. **Delivery**

4.1 Unless otherwise agreed in writing:

4.1.1 all Hardware will be delivered by the Supplier to the Customer's premises or to such other address as may be agreed by the Parties; and

4.1.2 risk in the Hardware will pass from the Supplier to the Customer when the Products are delivered to or where applicable collected by the Customer;

[Back to Atom Terms and Conditions](#)

5. **Title**

5.1 The Customer's right to possession of the Hardware shall terminate immediately in the event of:

5.1.1 the Customer being the subject of a bankruptcy order or it making an arrangement or composition with its creditors, or it entering into any form of liquidation or other form of insolvency as within the meaning of section 123 of the Insolvency Act 1986;

5.1.2 the Customer ceases to trade; or

5.1.3 the Customer seeks to or does encumber or in any way charge the Hardware.

5.2 All Hardware which is supplied by the Supplier to the Customer for the Customer's use for the duration of the Contract for the supply of Services, shall at all times remain the Supplier's property and the Customer shall not in any manner whatsoever hold itself out to be the owner of the Hardware nor deny title thereto to the Supplier, nor shall the Customer sell, lend, rent, encumber, dispose

or part with possession of such Hardware, except in accordance with the Supplier's express written instructions or prior consent.

5.3 The Supplier may bring an action for the price of the Hardware, and any other amounts due under a Contract, notwithstanding that title to the Hardware has not passed to Customer.

[Back to Atom Terms and Conditions](#)

6. Undertakings and obligations of the Customer

6.1 The Customer shall:

6.1.1 only use the Products for their purpose and in a careful and proper manner in compliance with the Supplier's instructions and specifications;

6.1.2 procure that all restrictions and obligations imposed on it by this Agreement apply equally to its group companies and its customers; and

6.1.3 ensure that all such group companies and its customers fully comply with all such restrictions and obligation.

[Back to Atom Terms and Conditions](#)

7. Prices and Payment

7.1 The applicable Prices in respect of the Services provided to the Customer by the Supplier shall be as set out in the Sales Order Confirmation.

7.2 Each purchase of Services by the Customer under a Sales Order Form shall be subject to these Terms. In the event of a conflict between the provisions of these Terms and any Sales Order Form, the Sales Order Form shall prevail.

7.3 No Order shall be deemed to be accepted by the Supplier unless and until the Sales Order Form has been signed by a duly authorised officer or employee of the Supplier and its signature has been notified to the Customer.

7.4 The Customer shall pay the Prices, via direct debit, to the Supplier in accordance with this clause and as specified in an applicable Sales Order Confirmation. Unless otherwise specified in the Sales Order Confirmation, payment of all amounts due shall be made by the Customer within 14 days of the date of invoice.

7.5 All Prices payable under a Contract are exclusive of all value-added and other taxes and duties applicable to the sale, licencing and supply of the Products or provision of the Services which will be payable by the Customer.

7.6 If the Customer does not pay any amount properly due to the Supplier under or in connection with a Contract on or before the due date, the Supplier may:

7.6.1 charge the Customer interest on the overdue amount at the rate of 8% per year above the UK base rate of Barclays Bank Plc from time to time (which interest will accrue daily until the date of actual payment and be payable on demand); or

7.6.2 claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

7.7 Unless agreed otherwise in writing, all Prices can be changed by the Supplier upon giving the Customer 30 days written notice.

7.8 The Customer shall make all payments properly due under a Contract without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise.

[Back to Atom Terms and Conditions](#)

8. **Warranty**

8.1. The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery ("**Warranty Period**"), the Products shall:

8.1.1 conform in all material respects with their description;

8.1.2 be free from material defects in design, material and workmanship;

8.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

8.1.4 be fit for any purpose held out by the Supplier.

8.2 Subject to clause 8.3, if:

8.2.1 the Customer gives notice in writing during the Warranty Period within 10 Business Days of discovery that some or all of the Products do not comply with the warranty set out in clause 8.1; and

8.2.2 the Supplier is given a reasonable opportunity of examining such Products; and

8.2.3 the Customer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Products.

8.3 The Supplier shall not be liable for the Products' failure to comply with the warranty in clause 8.1 if:

8.3.1 the Customer makes any further use of such Products after giving a notice in accordance with clause 8.2;

8.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice;

8.3.3 the Customer alters or repairs such Products without the written consent of the Supplier;

8.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

8.3.5 the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

8.4 Except as provided in this clause 8, the Supplier shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 8.1

8.5 These Terms shall apply to any repaired or replacement Products supplied by the Supplier under clause 8.2.

[Back to Atom Terms and Conditions](#)

9. **Website**

9.1 Subject to and in accordance with the provisions of this Contract, the Supplier grants to the Customer for the duration of the Initial Term (and any Renewal Period thereafter) a personal, non-exclusive right to: access and browse the contents of the Website; and download and print Data Reports or any part thereof from the Website on the basis that no graphics on the Website shall be used separately from the corresponding text; and Customer shall not utilise the Supplier's trademarks or trade names in any way without the express written consent of the Supplier save that the Customer shall ensure that the Supplier's copy right and trade mark notices appear in all copies. No part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service.

9.2 The Customer shall comply with any reasonable instructions or conditions relating to its use of the Website as may be posted on the Website or otherwise communicated to the Customer from time to time by the Supplier.

9.3 The Supplier shall supply the Customer with a unique, personalised user name and password to enable the Customer to access the Website and thereby use the Service. The Customer agrees that responsibility for the security of any user name or password issued pursuant to this clause 9.3 rests with the Customer;

9.4 The Supplier shall make the Kinesis Data Reports and the Location Data in respect of any data received from the Customer's Onboard Unit available on the Website.

9.5 The Customer acknowledges and agrees that the availability of the Website (or relevant parts thereof) is dependent upon systems, technologies and other factors which are beyond the Supplier's control including but not limited to Mobile Communication Services operated by third party providers and the Internet and interconnected systems. Due to the nature of such technologies, systems and other factors, problems including but not limited to, outages, link failures, power difficulties, network overloads, signal degradation and

topographic, electromagnetic and other interferences and government intervention may have an adverse effect on the availability of the Website. The Supplier does not warrant that the features made available on the Website will continue to be supported by Mobile Communication Services or that the Customer will be able to use the features made available on the Website as part of the Services for the intended use, due to the fact that such depends partly on circumstances beyond the Supplier's reasonable control.

9.6 The Supplier shall have the right at any time to temporarily suspend access to the Website for the purposes of maintaining or repairing the Website or any part thereof; and to make changes to the functionality, presentation, features, modes of access and material content in relation to the Website at any time without notice to the Customer

9.7 The Supplier will provide the Customer with SIM cards for each Onboard Unit that the Customer is entitled to use in accordance with the Contract, which the Customer shall use solely:

9.7.1 in combination with the Onboard Units; and

9.7.2 for transmitting Location Data between the Fleet and the Supplier's platform as permitted as part of the Services.

[Back to Atom Terms and Conditions](#)

10. Intellectual property rights and data

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services or the Products (including the Hardware, Firmware and Data Reports) shall be owned by the Supplier.

10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, or the Products, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

10.3 The Supplier owns all data generated by or related to the operation or performance of the Services (including the Data Reports and Location Data). This operational and performance data

does not include any Personal Data (which, for the avoidance of doubt, shall be dealt with subject to the provisions of clause 13).

10.4 The Customer owns all data provided by or on behalf of the Customer to the Supplier in connection with the Services. The Supplier may use this data as required for the purpose of performing the Services.

10.5 The Customer authorizes the Supplier to retain and use a copy of the data referred to clause 10.4 above, in anonymized aggregated form (such that the identity of the Customer and any Data Subject is not ascertainable) for the purpose of carrying out data analytics in relation to the services provided to its customers and otherwise developing new products and services (**(“Statistical Data”)**).

10.6 The Customer hereby grants the Supplier a non-exclusive, royalty free, fully-paid, irrevocable worldwide right and licence to access, review, analyse, use, manipulate, copy, and modify the Statistical Data for its own purposes, including but not limited to using the information to produce and distribute reports, analyses and data based upon the Statistical Data. However, except as regards such anonymization and use of the Statistical Data, the Supplier shall not use for its own purposes or disclose to any third parties Statistical Data that identifies the Customer or any of the drivers of the Customer’s vehicles. It being understood, however, that the foregoing restriction shall not apply to disclosures of Statistical Data that are:

10.6.1 required by law in response to request from law enforcement authorities;

10.6.2 made in connection with a court order or other similar demand;

10.6.3 made in connection with a contemplated merger, acquisition or similar transaction;

10.6.4 made to the Supplier’s Affiliates or related companies; or

10.6.5 made to the Supplier’s service providers for delivering the Services, on behalf of the Supplier.

[Back to Atom Terms and Conditions](#)

11. Liability

11.1 Nothing in this Agreement or any Contract shall be deemed to exclude or limit the Supplier’s liability in respect of:

11.1.1 death or personal injury resulting from negligence;

11.1.2 fraud or fraudulent misrepresentation; or

11.1.3 loss or damage caused by wilful intent or gross negligence of the Supplier or its officers, employees, agents, or contractors.

11.2 Subject to clause 11.1, in no event, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise pursuant to the Contract, shall the Supplier be liable for any loss of profits, income, revenue, use, production or anticipated savings, loss of business, contracts or commercial opportunities, loss of or damage to goodwill or reputation, any loss or corruption of any data, database or software or in respect of any special, indirect or consequential loss or damage whatsoever.

11.3 Subject to clauses 11.2 and 11.3, the Supplier's maximum aggregate liability under the Contract or otherwise shall be limited to the net price paid or to be paid by the Customer in the first twelve months in the year in which the loss or damage occurred.

11.4 If a Party is prevented or delayed in the performance of any of its obligations under the Contract by a Force Majeure Event, then that Party will be excused from the performance or punctual performance, as the case may be, of its obligation, to the extent that such Force Majeure Event continues and agrees to use all reasonable endeavours to overcome or work around the Force Majeure Event so as to be able to perform its obligations under the Contract.

[Back to Atom Terms and Conditions](#)

12. Term and Termination

The Contract will come into force on the Commencement Date, and will continue in force until,

12.1 the later of completion of: (i) any agreed period for the supply of Services and Products under the relevant Contract as set out in the Sales Confirmation Form; and (ii) the receipt by the Supplier of all amounts due to the Supplier under the Contract;

12.2 if neither party terminates the Contract, the Contract shall automatically roll on for the Renewal Period and subsequent Renewal Periods until terminated by either party by giving no less than three (3) months' notice

12.3 Notwithstanding the clause 12.2 the Supplier may, without prejudice to any of its other rights arising under this Contract, on giving written notice, terminate the Contract:

12.3.1 on not less than 28 calendar days' notice, such notice to expire on the last day of any calendar month; or

12.3.2 with immediate effect, if:

12.3.2.1 the Customer fails to observe or perform any material term or condition hereof, including in any event non-payment, and such default or breach (if capable of remedy) shall not be remedied within 20 calendar days after notice in writing, specifying the breach and requiring the same to be remedied, has been given; or

12.3.2.2 any of the following events occur: (i) the presentation of a petition for winding up of the Customer; (ii) the Customer is the subject of an order or an effective resolution is passed for winding up the Customer; (iii) the application for an order or application for the appointment of a receiver (including an administrative receiver), administrator, trustee or similar officer in respect of the Customer; (iv) if a receiver, administrative receiver, administrator or similar office is appointed over all or any part of the assets or undertaking of the Customer; (v) the Customer making a composition or arrangement with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement; (vi) the Customer goes into liquidation; (vii) the Customer becoming unable to pay its debts or otherwise becoming insolvent, or (viii) the Customer ceasing, or threatening to cease, to carry on business; or

12.3.2.3 there has been any delay or failure in performance under the Contract resulting from any event of Force Majeure, which delay or failure shall have continued for a period of three months.

12.4 In the event of termination in accordance with clause 12.3, the Customer shall pay any unpaid fees covering the remainder of the Initial Term and any subsequent Renewal Period.

12.5 In the event that a Customer terminates its Contract with the Supplier, such Customer shall pay the Supplier the Non-Return Fee in accordance with the payment terms set out in clause 7.

[Back to Atom Terms and Conditions](#)

13. Data Protection

For the purposes of this clause 13, “personal data”, “process/processing”, “data controller”, “data processor”, “data subject”, and “personal data breach” shall have the same meaning as in the Data Protection Laws. “Data Protection Laws” means in relation to any Personal Data which is Processed in the provision of the Services, the EU Data Protection Directive 95/46/EC until 25 May 2018 and the General Data Protection Regulation (EU) 2016/679 (“GDPR”) on and from 25 May 2018.

13.1 The Parties will each observe all provisions of the Data Protection Laws, insofar as the violation of such provisions affects the interests of the other Party and/or the data subject involved. This includes the obligation of the Customer to duly inform involved data subjects about the processing of their personal data by the Supplier under the instruction of the Customer.

13.2 The parties acknowledge that, in respect of any personal data which the Company processes on behalf of the Customer in connection with this Contract, including but limited to the data generated by or related to the operation or performance of the Services (including the Data Reports and Location Data), the Customer shall be the data Controller and the Supplier shall be the data processor.

13.3 The Supplier shall only collect, Process, store, and use personal data, and the Location Data, to the extent that such is necessary for the performance of this Agreement and the improvement of the Kinesis Service.

13.3.1 as required to meet the Customer’s lawful, documented, and reasonable instructions (which shall unless otherwise agreed be to process personal data to the extent that such is necessary for the performance of this Agreement and the improvement of the Kinesis Service); and

13.3.2 as required to comply with an EU or Member State law to which Supplier is subject, in which case Supplier shall (to the extent permitted by law) inform the Customer of that legal requirement before processing that personal data.

13.4 The Customer instructs the Supplier to collect, Process, store and use the Personal Data for the purpose as included under clause 13.3 above.

13.5 The Customer hereby consents to the Supplier's appointment of subprocessors who may from time to time be engaged by the Supplier in support of the Supplier's provision of the Services to the Customer, including, but not limited to, in relation to the outsourcing by the Supplier of the hosting of its data centres to a third party within the European Economic Area. The Supplier warrants that such third parties shall be legally bound to the relevant provisions of this Agreement and to their respective obligations under the provisions of the data protection law as a data processor.

13.6 The Customer may revoke its consent for the processing of personal data in relation to this Contract at any time. Such revocation must be presented to the Supplier in writing and shall not affect the Contract and will leave the Customer's obligations (including payment obligations) under the Contract intact. The Customer acknowledges that as a result of such revocation the Supplier may not be able to provide the Services

13.7 The Supplier shall implement appropriate technical and organizational measures to protect any personal data collected under the Contract against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of processing. Having regard to the state of the art and the cost of their implementation, such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected.

13.8 Upon becoming aware of a personal data breach, the Supplier shall:

13.8.1 notify the Customer without undue delay and in any event within 72 hours; and

13.8.2 co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of that personal data breach, provided in each case that the

Customer shall reimburse Supplier in full for all costs (including for internal resources and any third party costs) reasonably incurred by Supplier in performing the obligations under this clause 13.8 to the extent the personal data breach was not caused by Supplier.

13.9 The Supplier shall:

13.9.1 ensure that its employees who may have access to the personal data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;

13.9.2 cease processing the personal data within 120 days upon the termination or expiry of the Agreement or, if sooner, the Service to which it relates and as soon as possible thereafter, either return, or securely wipe from its systems, the personal data and any copies of it or of the information it contains. For the avoidance of doubt this shall not apply to the Statistical Data which the Supplier shall be entitled to retain; and

13.9.3 to the extent permitted by law, make available to the Customer such further information and (as applicable) co-operate in the conduct of any audit or review exercise, as the Customer may reasonably require to provide assurance that Supplier are in compliance with the obligations set out in this clause 13, provided always that this requirement shall not oblige Supplier to provide or permit access to information concerning (i) Supplier internal pricing information; (ii) information relating to Supplier's other customers (including any pricing information); (iii) any of Supplier non-public external reports; (iv) any internal reports prepared by Supplier internal audit function; (v) any intellectual property rights of the Supplier; or (vi) any information which would infringe the GDPR or other European or Member State data protection provisions. Further a maximum of one audit or review may be activated under this clause in any twelve (12) month period and provided always that the parties shall (acting reasonably) agree a mutually convenient date for the audit or review to take place.

13.10 The Customer as data controller warrants that:

13.10.1 It has all authority and consents necessary to enable the Supplier to process the personal data in accordance with the Data Protection Laws for the purposes of this Agreement;:

13.10.2 It has complied with and shall, during the Agreement, continue to comply with the obligations of a data controller under the Data Protection Laws.:

13.11 The Customer shall indemnify the Supplier and keep the Supplier indemnified against all claims, demands, actions, proceedings, damages charges, costs and expenses which may be brought against the Supplier in respect of or in connection in any way arising out of or in connection with a breach by the Customer of clause 13.10.:

13.12 The Parties acknowledge that they have agreed that the Customer will respond to enquiries from data subjects, any governmental and/or judicial body concerning the processing of personal Data by the Supplier and the Customer should have sufficient processes in place to handle such enquiries.

13.13 The Annex to this Agreement sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subject as required by Article 28(3) of GDPR or equivalent provisions of any Data Protection Laws. As between the Parties, nothing in the Annex confers any right or imposes any obligation on either Party.

[Back to Atom Terms and Conditions](#)

14. Confidential Information

14.1 Each Party agrees that for the duration of this Contract and for a subsequent period of three years they will at all times keep any Confidential Information of the other Party as confidential and shall not permit the same to be copied, used, disclosed or disposed of except in accordance with this Contract The provisions of this clause 14 shall not apply to Confidential Information which is already in the public domain or becomes so at a future date other than by breach of this Contract.

[Back to Atom Terms and Conditions](#)

15. General

15.1 No breach of any provision of these Terms or the Contract will be waived except with the express written consent of the Party not in breach.

15.2 If any provision of these Terms or the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of these Terms or the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant provision will be deemed to be deleted).

15.3 Contracts or this Agreement may not be varied except by a written document signed by or on behalf of each of the Parties.

15.4 The Supplier shall be entitled to amend these Terms by publication on the Supplier's website, which amendments shall enter into force on the date that they appear on the Supplier's website and apply to all Contracts entered into after that date.

15.5 The Supplier may freely assign its rights and obligations under these Terms or the Contract without the Customer's consent. Save as expressly provided in a Contract, the Customer may not without the prior written consent of the Supplier assign, transfer, charge, license or otherwise dispose of or deal in a Contract or any rights or obligations under these Terms or the Contract.

15.6 Each Contract is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party save for any third party software sub-licensing provisions. The right of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to a Contract is not subject to the consent of any third party.

15.7 The Contract constitutes the entire agreement between the Parties in relation to its subject matter, and supersedes all previous agreements, arrangements and understandings between the Parties in respect of that subject matter, provided always that the usage of the Website by the Customer shall be governed by the Website Terms and Conditions.

15.8 Failure or delay by either Party in enforcing or partially enforcing any provision of this Contract will not be construed as a waiver of any of its rights under this Contract. Any waiver by one Party of any breach of, or any default under, any provision of the Contract by the other Party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

15.9 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the Parties submit to the exclusive jurisdiction of the English courts.

Annex: Personal Data

This Annex includes certain details of the processing of the personal data as required by Article 28(3) GDPR or equivalent provisions of any Data Protection Law.

Subject matter and duration of the processing of the personal data

The subject matter and duration of the processing of the personal data are set out in this Agreement

The nature and purpose of the processing of the personal data

The nature and purpose of the processing of the personal data are set out in this Agreement

The types of the Personal Data to be Processed

The personal data comprised in the Data Reports and the Location Data

The categories of Data Subject to whom the Personal Data relates

The individuals engaged as drivers in the Fleet

The obligations and rights of the data controller

The obligations and rights of the data controller and data controller are set out in this Agreement.

