

## Standard Contract of Service- Vehicle Tracking

This Services Agreement (the "Agreement") for the provision of Vehicle Tracking Services is made at \_\_\_\_\_ on this \_\_\_\_\_ 2018;

By and between

<Service provider Name> having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Service Provider", which expression where the context so permits including its successors, administrators or assigns) of the One Part and;

Mr./Ms./Mrs.....bearing CNIC No. \_\_\_\_\_ (hereinafter referred to as the "Client/Consumer", which expression shall, where the context so permits, be deemed to include its successors and permitted assigns) of the Other Part;

### 1. Definitions:

- 1.1 Agreement: means the terms and conditions
- 1.2 Applicable Taxes: means all taxes, Federal, Provincial and Local that are enforce subsequent to the execution of this Agreement;
- 1.3 Service provider: means the company providing vehicle tracking solutions.
- 1.4 Equipment: means GPS tracking device including each and every item of equipment as well as each or any replacement or substitute thereof all parts and components.
- 1.5 Carrier: means each and every related service provider/ law enforcement agencies/, which provide essential services to enable "Service Provider" to provide the services to the "client/consumer".
- 1.6 "Client/consumer" means the person hired the services or the name on which Service Agreement is made and shall include the client/consumer's authorized representative/s.
- 1.7 "Commencement Date" means the date on which the installation and the commissioning of the equipment on the premises has been completed.
- 1.8 "Client/consumer's Equipment" means the equipment and any other equipment owned by the client/consumer.
- 1.9 "Service Warranty" means the warranty in Clause 8.
- 1.10 "Technician" means person installing or visiting client/consumer to resolve complaints.
- 1.11 "Initial Term" means the period of .... Year(s) commencing from the date of uplink.
- 1.12 "Installation Price" means the price for installation".
- 1.13 "Monitoring Fee" means the fees charged to client/consumer in advance.
- 1.14 "Vehicle" means the vehicle in which the equipment has to be installed.

- 1.15 "Anti-Jammer" a device that shuts down the vehicle's engine if any jamming device gets operational inside the car; however, there is no 100% guarantee of its operations, neither 100% security of the vehicle.
- 1.16 "Fleet Management Services" means installation of equipment in motor vehicles, and receiving data from the equipment at intervals during each day, and providing ad report based on the information received to the client.
- 1.17 "Network Area" means the area within which the cellular mobile telecommunication services are available to the <Service provider Name>.
- 1.18 "Service Charge" means the cost as invoiced, payable upon execution of the agreement plus the amount(s) that may be invoiced to the client on a monthly/quarterly basis based upon a client's usage of the services in excess of that included in the service package availed by the client. Service charges have to be notified to PTA and clients/consumers in advance.
- 1.19 "Service Centre" means any duly appointed service centre, the location and other details of which shall be communicated to the clients from time to time.
- 1.20 "Servicing Hours" means the working hours i.e. (Please provide the official working hours) Monday to Friday/Saturday, excluding all public holidays.
- 1.21 "Services" means Vehicle Tracking Services, Fleet Management Services and Equipment maintenance services.
- 1.22 "Vehicle Tracking Services" means installation of the Equipment in the motor vehicles, tracking the motor vehicles within the Network Area and immobilization of the motor vehicles if the motor vehicles leave the Network Area.

**NOW THEREFORE**, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Service Provider and Client/Consumer hereby agree as follows:

2. **Equipment:**

- 2.1 The equipment as invoiced shall be sold to the client/consumer by the <Service provider Name> after execution of the agreement. The services shall only become operative once the equipment has been purchased by the client/consumer and same has been installed by the <Service provider Name> in the client/consumer's vehicle or fleet.
- 2.2 The equipment shall be installed by the <Service provider Name> into each motor vehicle, and the client/consumer authorizes <Service provider Name> to effect any modification deemed expedient by the <Service provider Name>, inclusive of but not limited to acts involving cutting, welding and/or drilling to the motor vehicle of the client/consumer and that the client/consumer hereby authorizes <Service provider Name> to install the equipment. After completion of installation of equipment, client/consumer

should inspect the vehicle and hereby after satisfaction will sign the inspection file.

- 2.3 The equipment belongs to the client/consumer/company/institution that has paid for the system. If the client/consumer leases the equipment from a leasing/financial institution, then till such time the payment of unit is paid off, ownership will be held by the institution and not the client/consumer. Though the client/consumer would be free to avail the services of <Service provider Name>, the institution will also possess the right to inquire regarding the location of the vehicle and in extreme cases, even shut off and repossess the vehicle. In case, if the payment of the unit is paid in full by the client/consumer, while the vehicle is leased/financed, no request of any sort from the leasing/financial institution will be entertained.
- 2.4 The equipment shall be returned to <Service provider Name> upon discontinuation of service to hold in safe custody (duly receipted) (in case of rental option), or the client/consumer may sell the unit to be installed in another vehicle, after paying all outstanding dues of <Service provider Name> (if any).
- 2.5 The equipment shall only be purchased from <Service provider Name> and equipment shall remain the property of the client/consumer (in case of full payment) even after the termination of this agreement.
- 2.6 In case of rental deal, the equipment shall remain the property of <Service provider Name> and reserve the rights of removal of equipment after the completion of rental period.

3. **Exclusions with Reference to the Equipment:**

- 3.1 Following are specifically excluded from the service defined in this agreement:
  - a. Any act of God or similar man made event, or caused fortuitous.
  - b. The loss of equipment between the happening of one service and the next.
  - c. All damages caused by the faulty or spurious or surplus electric supply.
  - d. All damages caused due to any act of tempering, vandalism, or malicious damage howsoever caused.
  - e. All damages caused as a result of vehicle accident.
  - f. All damages caused by fire, theft, water or flood.
  - g. All damages caused as the direct or indirect result of civil or political disturbance or any like event, all damages caused by any act of third party.
  - h. All damages caused as a result of ingress of any fluid penetrating the equipment, if applicable.

- i. In case of uninstallation of tracking device from client/consumer end, <Service provider Name> is liable to keep its device in the store for the period of three month after which <Service provider Name> will not be liable and no claim of the client in this regard will be entertained.
- j. Any re-calibration or adjustment to any equipment as is required after any gearbox, tire, differential or similar component change and/or modification has been effected to any vehicle to which the equipment has been fitted.
- k. Any replacement of any engine revolution or gearbox take-off device including any terminal or similar device.
- l. Any stoppage, limitation, engine control, engine shut down or similar event resulting from the operation of the equipment.
- m. The removal and/or de-installation or any similar action requiring removal, re-installation and/or relocation of any unit, Equipment or system, as required or requested by the client/consumer except in cases where this action is necessary to maintain the existing tracking or for providing tracking facility.

4. **Exclusions:**

- 4.1 The services that are being provided to the client/consumer are dependent upon the cellular mobile telecommunication services that are to be provided to <Service provider Name> shall not be held liable and/or responsible for any loss, damage, detriment and/or harm that may be occasioned by the client/consumer due to the cessation of the cellular mobile telecommunication services to the <Service provider Name>.
- 4.2 <Service provider Name> is licensed by the government for the provision of the services. <Service provider Name> shall not be held liable and/or responsible for any loss, damage, detriment and/or harm that may be occasioned by the client/consumer due to temporary or permanent revocation of license, for the provision of services, by the government.
- 4.3 <Service provider Name> shall not be liable for any action claim, loss, damage and/or detriment that are occasioned by the client/consumer as a result of immobilization of motor vehicle and/or anything related, connected, pursuant and/or ancillary there to.
- 4.4 <Service provider Name> shall not be responsible for the recovery of any motor vehicle that is misappropriated despite being protected by the service contemplated herein, and no loss, action, claim and/or detriment shall be claimed against <Service provider Name> in this regard.
- 4.5 <Service provider Name> shall use its best endeavours to ensure continuous provisions of the services to the client/consumer.

4.6 If the <Service provider Name> vehicle tracking device or its component, e.g. SIM card etc. is misused or damaged due to any tampering on the client/consumer end, the client/consumer of the vehicle will be liable for all such losses.

5. **Confidentiality of Information:**

5.1 The operator and its employees shall maintain confidentiality of information about clients/consumers and shall ensure that no information shall be disclosed to any third person other than as printed in service directories, agreed by client/consumer or required by law.

6. **Payment:**

6.1 All charges shall be informed in writing to clients/consumers in advance.

6.2 The client/consumer shall pay the <Service provider Name> the amount for installation (if applicable), before the commencement date.

6.3 The client/consumer shall pay the <Service provider Name> throughout the agreement term, the monitoring fee in advance on monthly/ quarterly or yearly basis.

6.4 In case of delay in payment of monitoring charges, the services would be temporarily suspended after giving prior notice to client/consumer.

6.5 The client/consumer shall pay all the charges and fees charged by any carrier, which are properly payable in connection with the provision of service and shall keep service provider indemnified in this regard.

6.6 Deposits for equipment (if any) shall be returned to the client/consumer once the service is terminated within 30 days.

6.7 Any duties and governing taxes shall be paid by the client/consumer.

6.8 <Service provider Name> may charge a reconnection/transfer of equipment charges.

6.9 In case of disconnection of services, the service provider will not charge any fee. However, reconnection fee (if applicable) will be charged by the service provider.

7. **Client/Consumer Obligations:**

7.1 Client/consumer agrees not to use the services or devices for any unlawful or abusive purpose or in any way that interferes with service provider or the equipment. Client/consumer will comply with all laws while using the services or equipment and will not transmit any communication that would violate any federal, provincial, or local law, court, or regulation.

7.2 Resale of services or devices by the client is prohibited and can only be done under intimation to <Service provider Name>.

- 7.3 Client/consumer may not program or alter any of the devices other than the normal programmable parameters of the device. If any device is stolen or services used fraudulently, Client/consumer must notify service provider immediately and present all such information and documentation as service provider may request (including without limitation, police reports and affidavits). <Service Provider Name> has the right to interrupt services or restrict service to any device, by giving prior notice to the client/consumer, if the client/consumer is using the device in a fraudulent or unlawful manner or not paying monitoring charges.
- 7.4 The client/consumer shall not use or alter the equipment in any manner that could damage it or cause it malfunctioning.
- 7.5 The client/consumer shall always report to the service provider if he/she thinks the equipment is malfunctioning.
- 7.6 The client/consumer shall always inform service provider in writing in case of any change in client/consumer's particulars or change in client/consumer's contact detail.
- 7.7 The client/consumer has to notify <Service provider Name> in case he/she is going out of city.
- 7.8 The client/consumer understands and accepts that the malfunctioning of the equipment or any essential services provided by a carrier may cause interruption to any impairment to the service. However, for any planned outages 30 days prior service interruption notice shall be given to the Consumer. In case of unplanned outages, expected time of restoration of services to the Consumer shall be communicated.

8. **Service Warranty:**

- 8.1 The equipment will be replaced or repaired by service provider during normal working hours at no cost to the client/consumer during the agreement term commencing from the commencement date but this obligation shall exclude:
- a. Damage to the equipment caused by or arising from accidents, acts of God, unauthorized alteration and/or repairs, sabotage, misuse, tampering of abuse.
  - b. Damage to the equipment caused by any person other than a person authorized by the <Service provider Name>.
  - c. Damage to the equipment caused by power, surges, lighting or blown fuses.
  - d. Damage arising from the failure of the client/consumer to strictly, comply with all operating instruction provided by <Service provider Name> at the time of installation or at any other on later dates.
  - e. The replacement of consumables.

- 8.2 In the event the client/consumer calls <Service provider Name> for services under the warranty and the <Service provider Name> responding to such calls determines upon inspection that occurrence of any one or more of the exceptions list (which will be shared with the client/consumer in advance) above has led to the inoperability or apparent inoperability of the equipment, <Service provider Name> reserves the right to charge the client/consumer charges for such service call.
- 8.3 Where the <Service provider Name> and/ or its representative is sent to the client/consumer premises in response to the client/consumer's call for services, the client/consumer agrees to pay the visiting charges of Rs.500/- (within city) and Rs.1,000/- (Out of City). During warranty period, no fee will be charged by the <Service provider Name>.
- 8.4 Minimum warranty period for the equipment is at least two years, or as per the discretion of <Service provider Name>.

9. **Term and Termination:**

- 9.1 This Agreement shall commence on the day of Commencement Date and shall continue for an initial period of \_\_\_\_\_ months/years, thereafter be renewed through mutual consent of Parties upon expiry of the initial term.
- 9.2 Either party may terminate this agreement by giving less than two (2) months written notice to the other party. Any other verbal confirmation or requests shall not be accepted by the <Service provider Name>.
- 9.3 At the time of termination of services, client/consumer may allow <Service provider Name> to remove installed equipment from client/consumer's vehicle.
- 9.4 In case of rental services, the system belongs to the <Service provider Name>, or as the case may be.
- 9.5 This agreement may be terminated by the service provider ,by giving prior notice if:
- a. The client/consumer fails to follow the operating instructions provided by <Service provider Name> resulting in an undue number of false alarms or fails.
  - b. The vehicle in which the system is installed is so modified and altered after installation as to render continuation of services impractical.
  - c. The client/consumer defaults payment due for three months.

10. **Title:**

- 10.1 Title to <Service provider Name> equipment shall always remain with <Service provider Name> during the entire term and afterward.

11. **Sub-contracting:**

- 11.1 The rights and benefits of the client/consumer under this agreement may not be assigned to any third party without prior written consent of <Service provider Name>.
- 11.2 Any merger, acquisition, partnership, change of ownership of <Service provider Name> shall not effect this agreement.

12. **Service Schedule:**

- 12.1 The <Service provider Name> provides vehicle location and tracking with the help of tracking device installed in client/consumer's vehicle which sends the signals to central database server of <Service provider Name> through GPRS/internet utilizing associated software.
- 12.2 It is client/consumer's responsibility to maintain current and accurate account information on the vehicle tracking direct system and to exercise diligence in protecting client/consumer's login and passwords.
- 12.3 <Service provider Name> agrees to provide and install the equipment in client/consumer's vehicle and provide the service to the client/consumer throughout the agreement.
- 12.4 In case of additional services, the client/consumer shall separately request such service by addressing its request to <Service provider Name> in writing during <Service provider Name> servicing hours to <Service provider Name> designated service center.

13. **Fleet Management Services:**

- 13.1 <Service provider Name> shall provide fleet management service and/or vehicle tracking services to the clients/consumers, the scope of which is exhaustively defined herein:
  - a. With respect to fleet management services, <Service provider Name> shall install the equipment in the motor vehicle of the client/consumer, effecting modifications to the motor vehicle as deemed expedient by the <Service provider Name>, and then ensure that the same is in working order.
  - b. The equipment shall transmit periodical data to the base station of <Service provider Name> and <Service provider Name> shall collect this data and provide the client/consumer with a report at the price determined by <Service provider Name> at the end of the day or at any other period that is agreeable to the <Service provider Name>.
  - c. With respect to vehicle tracking services, <Service provider Name> shall install the equipment in the motor vehicle of the client/consumer, effecting modifications to the motor vehicle as deemed expedient by the <Service provider Name>, and ensure that the same is in working order.



- 13.2 Service provider is not responsible for any injuries or losses to Consumer caused by Consumer's use of service. The Consumer agrees to indemnify, defend and reimburse expenses, claims for such losses and injuries, including those arising out of negligence, strict liability claims. The indemnity under this clause shall continue even after the term of this Agreement has expired or after termination of this Agreement.
14. **Governing Law and Jurisdiction:**
- 14.1 This agreement shall be governed and construed in accordance with the laws of Pakistan, the parties hereby irrevocably submit to the exclusive jurisdiction of courts of Pakistan, with respect to any legal actions or proceedings in relation to this agreement.
15. **Amendments:**
- 15.1 Amendments/Changes/Alteration/Variation/addition (if any) in the terms and conditions of this Agreement may be made only by written agreement by the Parties and with prior approval of PTA.
16. **Confidential:**
- 16.1 Parties hereby agree to maintain complete confidentiality of each other's business. The obligation shall survive the expiry or termination of the agreement.
17. **General:**
- 17.1 The Parties specifically agree that Agreement shall be the sole Agreement governing in respect of Services and the Equipment and hereby specifically agree that Agreement shall supersede any other agreement offer, undertaking, utterance or statement, prior to the commencement of this Agreement.
- 17.2 The Client/Consumer shall not have any right to assign or otherwise transfer its rights or obligations under this Agreement.
- 17.3 For any change in tariff, a prior notice of 7 days will be given to clients/consumers through any of the following means: personal service, registered/courier mail, telephone, fax transmission, electronic mail, invoice/bill and short Messaging Service, press advertisement.
- 17.4 The security deposit (if any) shall be refundable within 30 days on expiry/termination of contract, by adjusting any amount payable to the company as outstanding dues.
- 17.5 While the motor vehicle is in the network area, the vehicle shall be electronically monitored. If motor vehicle attempts to leave the network

area, then the client/consumer has authorized <Service provider Name> to issue electronic instructions to the equipment, installed in the motor vehicle, to immobilize the motor vehicle unless instructions to the contrary are validly received by <Service provider Name> from the client/consumer prior to the motor vehicle leaving the network area.

17.6 <Service provider Name> have no liability whatsoever, other than set out in this Agreement, whether in this Agreement or otherwise, in respect of the Services and/or Equipment **between** the Client, nor the Service Provider be liable to the Client or any other person for any injury, loss or damage whatsoever, whether consequential or otherwise, arising from the use by the Client of the Equipment.

17.7 <Service provider Name> will assure that in the case the vehicle gets stolen/ snatched, <Service provider Name> will extend its most sincere and state-of-the-art efforts towards its recovery. <Service provider Name> will not only help to prevent theft/snatching of the motor vehicle, but will also work as a vehicle management and family safety system protecting its clients/consumers on daily basis from road harassment, liaisioning medical emergency and providing assistance in case of kidnapping or accidents. If the vehicle is not recovered due to some deficiency on the part of <Service provider Name>, the client/consumer would be compensated with free replacement of <Service provider Name> unit.

17.8 Service Provider can withdraw the provision of any service to the Client, provided such withdrawal is approved by the Authority and ninety (90) days prior notice is given to the Client.

17.9 Subject to prior communication of suspension and disconnection Service Provider may suspend or disconnect a rendered service in accordance to its policies.

17.10 In case of Suspension or disconnection of services, Service Provider will issue fifteen (15) days prior notice to costumer and will clearly communicate the reason for suspension / disconnection to the Consumer along with the actions required on the part of that Consumer to avoid such suspension / disconnection, by any of the following means:

- Personal Service
- Registered/Courier Mail
- Telephone
- Fax
- Email
- Invoice
- SMS

- 17.11 Service shall not be suspended or disconnected on account of which the Client has paid all dues, even if the Client has defaulted in the payment to Service Provider in relation to some other services.
- 17.12 The Client will remain eligible to access emergency numbers, where the service is suspended for any valid reason.
- 17.13 Services will be restored by Service Provider within twenty four (24) hours from when the Client has taken all remedial steps in order to rectify the matter.
- 17.14 Service Provider will be very reliable and ensure that response remains high during all hours of the day because vehicle tracking is all about quick and timely response to consumer query or emergency. With reliable equipment, network and well trained team, the quality of service experienced by consumers will be in accordance with international standards. Service Provider's response time will be the best among the industry.

18. **Other Matters:**

- 18.1 If any term of provisions of this agreement shall be held to be deemed or to form part of this agreement with the validity and enforceability of the remainder of the agreement of this shall not be effected.
- 18.2 Any provision of this agreement which held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any jurisdiction.
- 18.3 Any notice to be given to either parties under terms and conditions of this agreement shall be given in writing by personal delivery, registered mail or by courier services, facsimile or email addressed to the other party to be notified as the first above specified for such party.
- 18.4 Any party may change its addressed at any time appropriate notice to other party.
- 18.5 The notice shall be deemed to have been received with actually received by the recipient against verifiable proof.

19. **Dispute Resolution:**

- 19.1 Service Provider shall ensure that it addresses Consumers, complaint within 48 hours of submission of such complaint. In the event that the matter is not resolved, the Consumer may lodge a complaint in writing to the Service provider which shall be investigated and resolve the same within three (03) working days. If the Consumer remains unsatisfied with the manner in which Service Provider has redressed any matter after expiry of three (03) days, it

may file a complaint with the Consumer Protection Directorate, Pakistan Telecommunication Authority Headquarters or its Zonal Offices as applicable personally, or by post or email at [complaint@pta.gov.pk](mailto:complaint@pta.gov.pk). The Parties agree that their first and foremost aim should be to resolve amicably any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its existence, validity, breach or termination, should they fail to reach a peaceful resolution by exercising the foregoing, they may then invoke arbitration. One Arbitrator mutually agreed by the Parties, who shall be an attorney and act as an arbitrator. The award of the Arbitrator shall be final and binding on Service Provider and the Client/Consumer.

In witness Thereof parties have signed the agreement as of the date stated here in above

Company official Signature.....

Client/consumer Signature.....

Company Official Name.....

Client/consumer Name.....

Date.....

Date.....

Witness Name and Sign.....

Witness Name and Sign.....