

Client Details

Title	Surname/Co. Name	First Name	
Physical Address			
Postal Address			Code
ID/Co. Reg. No.		Co. VAT No.	
Tel. No. (W)		Tel. No. (H)	
Cell. No.	Fax No.	E - Mail	
Fleet Size	<10	>10	

Vehicle Details

Vehicle Reg. Number	Engine Number
Make & Model	VIN Number
Year of Manufacture	Colour

Alternate Contact Person in Case of Emergency

First Name & Surname	Relationship	Cell. No.	Office No.	Home No.

Acknowledgement by Client

To protect your own interests please read the Terms and Conditions below carefully. If you are uncertain as to the contents of this document please request advice from your sales person, alternatively contact us as follows: by writing to Cartrack Customer Care, P.O.Box 4709, Rivonia, 2128; by fax to 011 250 3001; by email to clientservices@cartrack.co.za, or phone our Customer Care Centre on 0861 22 78 72. By signing this Agreement you accept that you have read, understood and agree to be bound by the Terms and Conditions on this Application Form.

Name _____ Surname _____
 Designation _____
 Authorised Signature _____ Date _____

1 DEFINITIONS

1.1 "Agreement" - The agreement concluded between the Client and Cartrack in respect of the Product and/or Service for the Trial Period which agreement will be exclusively governed by these terms and conditions and the specific terms and features applicable to the relevant Product or Service, read together with the Trial Period Application Form and any appendices attached;
 1.2 "Business Day" - Any day other than a Saturday, Sunday or official Public Holiday in South Africa;
 1.3 "Cartrack" - Cartrack (Pty) Ltd and any entities appointed by Cartrack to perform the Services and shall include references to the employees, agents, sub-contractors, service providers, suppliers and any independent contractors of Cartrack or such appointed entities;
 1.4 "Client" - The Party whose details appear on the Trial Period Application Form and who has entered into this Agreement after being requested to read these terms and conditions which will manage the relationship between the Parties;
 1.5 "Commencement Date" - The date of Installation of the Unit;
 1.6 "Data" - Any data, including personal data as defined in the Electronic Communications and Transactions Act, 2002 of South Africa, the Protection of Personal Information Act 4 of 2013 of South Africa, supplied by the Client to Cartrack or vice versa or stored, collected, collated, accessed or processed;
 1.7 "Installation Centre" - A centre approved by Cartrack for the installation of a Unit;
 1.8 "Loss" - The hijacking and/or theft of a Vehicle, in which event the Client is responsible to immediately notify Cartrack;
 1.9 "Product" - Cartrack's Fleet Management Plus product and ancillary services associated thereto applicable for the Trial Period;
 1.10 "The Parties"/"Party" - Cartrack and the Client; either Cartrack or the Client;
 1.11 "Recovery Warranty" - The Limited Recovery Warranty as recorded in the Subscription Agreement which is specifically excluded from this Agreement;
 1.12 "Service" - The provision by Cartrack to the Client of Fleet Management services ("FMS") and Stolen Vehicle Recovery services ("SVR");
 1.13 "Subscription Agreement" - The agreement and any appendices attached thereto, containing details of the Client, the product and the Vehicle/s applicable to the Client subsequent to the Client electing to engage the full time services of Cartrack;
 1.14 "Territory" - The Republic of South Africa;
 1.15 "Trial Period" - The 30 day period during which the Services are made available to the Client pursuant to the provisions of this Agreement;
 1.16 "Trial Period Application Form" - The application form applicable to this Agreement containing inter alia, the details of the Client, the Product and the Vehicle/s;
 1.17 "Unit" - The electronic device and ancillary equipment to be installed in a Vehicle by an Installation Centre in order for Cartrack to provide the Services;
 1.18 "Vehicle" - Any Vehicle or other asset of the Client which is the subject of this Agreement and in which a Unit is installed, the details of which appear on the Trial Period Application Form.

2. TRIAL PERIOD

2.1 Subject to the terms and conditions of this Agreement and at Cartrack's sole and absolute discretion, Cartrack hereby grants to the Client a non-transferable, non-sub licensable right to the Service and the Product during the Trial Period solely for the Client's internal testing and evaluation purposes in considering whether to acquire a non-trial, full time service and product with Cartrack, which will be subject to the Client entering into the Subscription Agreement with Cartrack.
 2.2 The Parties agree that there will be no Service fee or ancillary costs that are due and payable by the Client to Cartrack for the Trial Period unless specifically recorded to the contrary.
 2.3 Cartrack reserves the right to contact the Client on a regular basis during the Trial Period to follow up on inter alia, the Services and whether the Client would like to engage the full time services of Cartrack pursuant to clause 2.1 above.
 2.4 The Client may engage the full time services of Cartrack at any

time during the Trial period, subject to the following:

2.4.1 The Client shall enter into a Subscription Agreement with Cartrack, either in writing or via Cartrack's voice logging system, which agreement shall govern the relationship between the Parties.
 2.4.2 The Unit will remain in the Vehicle after the Trial Period.
 2.4.3 The Client will be liable for a subscription fee pursuant to the provisions of the Subscription Agreement.
 2.4.4 The Client may enter into a Subscription Agreement for a superior product.
 2.5 If the Client fails to enter into the Subscription Agreement before the expiration of the Trial Period pursuant to clause 2.4 above, the Services will terminate forthwith subject to clause 7.
 2.6 For the avoidance of doubt, the Service cannot be transferred, substituted, amended, exchanged, or redeemed for cash and cannot be ceded, assigned, delegated or otherwise disposed of in any way whatsoever without the prior express written consent of Cartrack which consent may be withheld by Cartrack in its sole and absolute discretion.
 2.7 The Client's right to the Service and the Product during the Trial Period pursuant to this clause 2 shall be limited to 1 (one) Vehicle only.
3 THE SERVICE
 3.1 Cartrack shall schedule the fitment of the Unit into the Vehicle at a Cartrack Installation Centre at a date and a time that will be suitable to Cartrack.
 3.2 Notwithstanding anything to the contrary contained herein, Cartrack reserves the right to delay, postpone or reschedule the fitment of the Unit into the Vehicle for any reason whatsoever.
 3.3 Cartrack will respond to each notification of a Loss and do all that it reasonably can to recover the Vehicle. The Client authorises Cartrack to recover the Vehicle for the Client and if necessary after recovery, to remove the Vehicle from a dangerous location. If Cartrack is under obligation after securing the Vehicle to deliver it to a relevant authority, Cartrack shall do so. The recovery will, unless agreed otherwise by written or verbal notice to the Client, be rendered free of additional charge within the Territory and countries where Cartrack has an operational branch. In the event that the Client requires a cross-border recovery, repatriation will be for the cost of the Client.
 3.4 Cartrack does not guarantee that the SVR will lead to a recovery. The Client acknowledges that the SVR is intended to reduce the risk of Loss, but will not eliminate such risk.
 3.5 The Client shall immediately or as soon as is practically possible notify Cartrack of any recovery request unintentionally generated ("false alarm"). The Client will be responsible for any false alarm and understands that such false alarm may lead to the relevant authorities or Cartrack responding thereto and making wrongful arrests. Accordingly, the Client shall be responsible to repay all costs and any expense incurred by Cartrack, and hereby indemnifies Cartrack against all claims or damages arising out of a false alarm.
4. TERM, VARIATION AND CANCELLATION
 4.1 This Agreement shall commence on the Commencement Date and continue for the Trial Period.
 4.2 Notwithstanding anything to the contrary contained in this Agreement, and without detracting from any other right that Cartrack has to terminate or vary this Agreement, Cartrack shall be entitled to terminate or vary this Agreement at any time and for any reason whatsoever by giving the Client written notice to such effect.
 4.3 In the event that the Client finds the Unit defective or not of the standard described, the Client shall return the Unit to Cartrack within 10 (ten) Business Days, at Cartrack's risk and expense. Should the Unit be found to be defective, Cartrack shall, at its discretion, replace the Unit or cancel the Agreement.
5. HARDWARE
 5.1 The Client will be responsible to use the Unit and the Services in the manner advised by Cartrack and as reflected in Cartrack's product brochures. The Client shall not, in any way, alter or tamper with the Unit.
 5.2 Any maintenance and/or repairs to the Unit must be carried out at an Installation Centre by Cartrack.

5.3 All risk of loss and damage in and to the Unit shall, from the date of installation, pass to the Client, but ownership of the Unit shall remain with Cartrack at all times.

6 CLIENT'S GENERAL OBLIGATIONS

6.1 The Client must take all reasonable steps to ensure that the Unit is in proper working order and must immediately, or as soon as is practically possible report any Unit faults and/or failures to Cartrack in order for Cartrack to provide the Service.
 6.2 The Client must ensure that the Cartrack emergency numbers (+27 (0) 861 22 78 72 or +27 (0) 82 467 5329) are kept handy and contact Cartrack as soon as possible after a Loss.
 6.3 The Client holds exclusive responsibility, and Cartrack shall have no liability, for ensuring that the Service complies with all laws regarding the intended use by the Client of the Service herein.

7 CONSEQUENCES OF TERMINATION

7.1 Upon termination of this Agreement for any reason whatsoever, the Client shall within 14 (fourteen) days from the date of termination of this Agreement, schedule for the removal of the Unit from the Vehicle with Cartrack.
 7.2 If the removal of the Unit has not been executed as aforementioned within the time period referred to in 7.1, above for any reason whatsoever, the Client will be liable for a reasonable penalty fee which will be subject to the sole and absolute discretion of Cartrack. To this end, Cartrack reserves the right to take any appropriate legal action to recover the Unit or the costs thereof.

8 DISCLAIMERS

8.1 Where Cartrack is directly or indirectly prevented or restricted from carrying out all or any of its obligations under this Agreement by a cause beyond its control, then Cartrack cannot be held responsible for delay or failure in performance in meeting its obligations.
 8.2 The Service is made available to the Client on a trial basis and is provided without warranty of any kind. Cartrack specifically disclaims all representations and warranties, express or implied relating to the Service, the Product and the Unit.
 8.3 For the avoidance of any doubt, Cartrack specifically excludes the Recovery Warranty from this Agreement.

9 WARRANTIES AND REPRESENTATIONS

9.1 The Client represents and warrants that:
 9.1.1 it has the necessary right and authority to enter into this Agreement; is the lawful owner and/or possessor of the Vehicle, and is therefore permitted to allow Cartrack to provide the Services herein;
 9.1.2 in making such disclosure, the Client hereby indemnifies Cartrack from any claim whatsoever which may arise from any third party/ies against Cartrack in the event that the Client has misrepresented its right and authority.

10 EXCLUSION OF LIABILITY

10.1 In addition to any other indemnities contained in this Agreement, Cartrack will not be liable for any loss or damage of whatsoever nature caused to the Client in consequence of any act or omission by Cartrack, notwithstanding any negligence on the part of Cartrack, provided only that Cartrack is entitled in law to contract out of such liability.

11 GENERAL

11.1 Where any number of days or other period is given in this Agreement for the carrying out of the Services or obligations, the days will be calculated excluding the first day and including the last day.
 11.2 The laws of the Republic of South Africa will apply to this Agreement and the relevant courts of the Republic of South Africa will have exclusive jurisdiction in relation to the Agreement.
 11.3 The Client hereby agrees that Cartrack may use the personal data of the Client as recorded in the Trial Period Application Form to contact the Client regarding products and services, including updates on the latest promotions and new products and services of Cartrack.