



TERMS AND CONDITIONS

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MOTIA

TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 An Order constitutes an offer by the Customer to purchase Services in accordance with these Motia General Terms and Conditions and any relevant Special Terms and Conditions that apply in respect of the specific Services that the Customer purchases from Motia.
- 1.2 These Motia General Terms and Conditions, together with any Special Terms and Conditions that may apply, and the Order will make up the terms of the Contract between the Customer and Motia.
- 1.3 The Special Terms and Conditions are:
- 1.3.1 Addendum 1 – Fuel Cards Special Terms and Conditions
 - 1.3.2 Addendum 2 – Mileage Expenses Special Terms and Conditions
 - 1.3.3 Addendum 3 – Motia Vehicle Safety Checks Special Terms and Conditions
 - 1.3.4 Addendum 4 – Motia Vehicle Maintenance Special Terms and Conditions
 - 1.3.5 Addendum 5 – Tele-Gence Special Terms and Conditions
 - 1.3.6 Addendum 6 – Motia Telematics Special Terms and Conditions
 - 1.3.7 Addendum 7 – Motia Legal Support Special Terms and Conditions
- 1.4 In any case of conflict between these Motia General Terms and Conditions and any Special Terms and Conditions, the relevant Special Terms and Conditions shall take precedence.

2. DEFINITIONS

- 2.1 In these Motia General Terms and Conditions the following words, terms or expressions will have the following meanings. In each set of Special Terms and Conditions, there will be additional defined terms relevant to those Special Terms and Conditions.

"Affiliates"	means any entity which from time-to-time controls, is controlled by, or is under common control with another entity. An entity is deemed to control another if it owns directly or indirectly at least 50 per cent of (i) the shares entitled to vote at a general meeting of shareholders of such other entity, or (ii) the voting interest in such other entity (if such entity does not have shares).
"Business Day"	means any day other than a Saturday, Sunday, or bank or other public holiday in England.
"Business Hours"	means 9.00 am to 5.00 pm local UK time, each Business Day.
"Charges"	means any charges that may be payable by the Customer to Motia for Services under the relevant Contract.
"Commencement Date"	the date when Motia accept the Customer's Order and the Contract is formed.
"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.
"Contract"	means a contract created between Motia and a Customer for Services which incorporates the Customer's Order, these Motia General Terms and Conditions and the Special Terms and Conditions relevant to the Services to be provided.
"Customer Data"	means all necessary personal data relating to any Customer (including name, contact details, vehicle details and any other data relevant to their use of Cards and/or Services) and any data subject employed or engaged by any Customer that is provided to Motia under these Motia General Terms and Conditions.
"Customer"	means a corporate body, partnership or individual acting in the course of its business and in whose name the account is held and maintained and includes employees, sub-contractors or any other person acting on behalf of the Customer; When the Customer consists of two or more persons, the expression "Customer" throughout shall mean and include such two (or more) persons and each or any of them. All obligations on the part of such Customer shall be joint and several obligations.
"Data Protection Laws"	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
"E-Bill"	means an electronic invoice or notification of online availability of invoice sent by Motia (in substitution of a paper invoice). E-Bills can be requested by the Customer but are sent solely at the discretion of Motia. References in these Terms and Conditions to invoices include E-Bills where appropriate.
"Force Majeure"	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required by for performance of the Contract, except any party's failure to pay shall not be an event of Force Majeure in any event.

"Initial Term"	a period of time that may be set out in the Order, which (if set out) shall form the initial part of the term of the Contract from the Commencement Date.
"Intellectual Property"	means any patent, registered or unregistered design right, trade mark or other proprietary rights inherent in the Products any copyrights (including copyright in software) 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.
"Motia General Terms and Conditions"	means these terms and conditions, as amended by Motia from time to time.
"Motia Legal Support"	means the facilitation and funding of legal support in accordance with the Motia Legal Support Special Terms and Conditions in Addendum 7.
"Motia Standard Fee and Tariff Webpage"	means www.motia.com/tariffs .
"Motia"	means Fuel Card Services Limited trading as "Motia" (CRN: 2107821) whose registered office is Alexandra House, Lawnswood Business Park, Redvers Close, Leeds, LS16 6QY.
"MyMotia"	means the online portal used by Motia to provide the Customer with access to their account data and Services that Motia provide.
"Order"	means the Customer's order for the supply of Services from Motia, whether as set out in an online form, as set out in a paper form or as concluded via telephone and then summarised via email thereafter.
"Privacy Policy"	Motia's privacy policy located on its website at www.motia.com/policies/privacy-policy .
"Services"	the services provided by Motia to the Customer in accordance with these Motia General Terms and Conditions and the relevant Special Terms and Conditions.
"Special Terms and Conditions"	means the service descriptions and/or terms and conditions governing each Service (as amended by Motia from time to time) as set out in the Addendums to these Motia General Terms and Conditions.
"Products"	any goods, hardware, or materials supplied by Motia to the Customer.
"Term"	the term of the Contract as determined by these Motia General Terms and Conditions and the relevant Special Terms and Conditions.
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018.

2.2 The headings in these Motia General Terms and Conditions are for convenience only and shall not affect the interpretation of these Motia General Terms and Conditions or the Contract.

3. ACCEPTANCE

3.1 Use of or ordering of any Services provided by Motia to the Customer constitutes acceptance of these Motia General Terms and Conditions and any relevant Special Terms and Conditions. Any other pre-contractual communications do not form part of the Contract. Motia reserves the right to reject any applications or orders for Services.

3.2 Motia may amend these Motia General Terms and Conditions from time to time. Changes to the Motia General Terms and Conditions will be on www.motia.com/policies/terms-conditions. The Customer agrees that it shall visit www.motia.com/policies/terms-conditions not less than once every 3 months in order to check whether the General Terms and Conditions have been amended. Use of a Card / Goods and / or Services implies acceptance of any amendment.

4. MOTIA'S OBLIGATIONS

4.1 Motia undertakes that the Services will be performed substantially in accordance with their descriptions and with reasonable skill and care.

4.2 Motia warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

4.3 Save as expressly provided for in these Motia General Terms and Conditions, all warranties, conditions and other terms (including those relating to fitness for a particular purpose, satisfactory quality, and description) implied by statute, common law, trade custom and industry practice are, to the fullest extent permitted by law, excluded from the Contract.

5. CUSTOMER OBLIGATIONS

5.1 The Customer shall:

5.1.1 provide Motia with:

- (a) all necessary co-operation in relation to the Contract; and
- (b) all necessary access to such information as may be required by Motia in order to provide the Services, including Customer Data, security access information and configuration services;

5.1.2 comply with all applicable laws and regulations with respect to its activities under the Contract; and

- 5.1.3 carry out all other Customer responsibilities set out in these Motia General Terms and Conditions and each relevant set of Special Terms and Conditions in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Motia may adjust any agreed timetable or delivery schedule as reasonably necessary.
- 5.2 The Customer warrants and commits that they have not committed and will not commit any fraud offences contrary to section 199 of Economic Crime and Corporate Transparency Act 2023 ("ECCTA") and any superseding laws, and the offences listed in Schedules 12 and 13 to ECCTA and any superseding list of offences ("Fraud Offences"); and they have and will ensure that any employee, officer, subsidiary, agent, sub-contractor or other third party that performs services for or on their behalf does not commit Fraud Offences.
- 6. INVOICES**
- 6.1 The Customer must review each invoice on receipt. Upon payment by the Customer of any amounts due, Motia will consider any queries raised within three months from invoice date.
- 6.2 Invoices will be emailed to the Customer but, upon request, Motia will provide paper invoices at a cost per invoice, see the [Motia Standard Fee and Tariff webpage](#).
- 7. CHARGES AND PAYMENT**
- 7.1 The Charges payable for any Services shall be set out in the Order or established when you place the Order (with reference to the [Motia Standard Fee and Tariff webpage](#), and shall be subject to any relevant Special Terms and Conditions. The Customer may request a weekly notification of the Charges payable in respect of the purchase of fuel.
- 7.2 Motia shall invoice the Customer for the Charges payable for any Services in accordance with the Order and any relevant Special Terms and Conditions, or as agreed in writing between Motia and the Customer.
- 7.3 The Customer shall pay amounts due under each invoice in one payment in full and clear funds in accordance with the payment terms on the relevant invoice.
- 7.4 Unless otherwise agreed with Motia in writing or set out in the Special Term and Conditions relevant to the Service for which an invoice is raised, all invoices under the Contract shall be payable within seven (7) days of the date of the invoice.
- 7.5 The Customer shall at all times:
- 7.5.1 maintain a bank account capable of accepting direct debits;
- 7.5.2 ensure Motia has a valid direct debit mandate from the Customer for such account; and
- 7.5.3 ensure that any direct debit called by Motia against such account is paid.
- 7.6 Any Customer's payment which fails to clear shall be subject to an administration fee per failure
- 7.7 If the direct debit payment due date falls on a Saturday, Sunday or public holiday, payment will be taken on the next working day.
- 7.8 Motia reserves the right to carry out credit checks on the Customer. Motia reserves the right to require the Customer to make payments upfront in respect of Charges that may become due under the Contract based on such checks.
- 7.9 Motia reserves the right to increase any Charges on thirty (30) days written notice to the Customer.
- 8. INTEREST**
- 8.1 Motia may charge interest and reasonable debt recovery costs in the event that any amounts payable by the Customer to Motia under the Contract are not paid by the due date (without prejudice to Motia's other rights and remedies).
- 8.2 Interest on any late payments shall be payable in accordance with the *Late Payment of Commercial Debts (Interest) Act 1998*.
- 8.3 Reasonable debt recovery costs for the purposes of Clause 8.1 shall include all third party debt recovery costs, charges and other liabilities reasonably incurred by Motia.
- 8.4 All payments by the Customer or any credits or refunds due to the Customer will be applied first in settlement of any interest owed to Motia by the Customer and secondly in reduction of the Customer's other indebtedness to Motia. The Customer is not entitled to exercise any right of set off or counterclaim against outstanding amounts due to Motia.
- 9. TERM, TERMINATION AND SUSPENSION**
- 9.1 The Contract shall commence on the Commencement Date and shall continue until terminated in accordance with this clause 9.
- 9.2 Where the Contract includes the provision of:
- 9.2.1 Fuel Cards;
- 9.2.2 Motia Vehicle Safety Checks;
- 9.2.3 Motia Vehicle Maintenance; and / or
- 9.2.4 Motia Legal Support.
- either party may terminate the Contract at any time by giving not less than 30 working days' prior written notice to the other.
- 9.3 Where the Contract includes the provision of:
- 9.3.1 Mileage Expenses;
- 9.3.2 Tele-Gence; or
- 9.3.3 Motia Telematics,
- the Contract shall commence on the Commencement Date and shall continue until terminated in accordance with the relevant Special Terms and Conditions for those Services.
- 9.4 Where multiple Services are provided under the Contract, any individual Services may be terminated in accordance with its relevant Special Terms and Conditions but this shall not prevent the Contract continuing in respect of the provision of the other Service(s).
- 9.5 Motia may suspend any and all Services under the Contract in the event that any monies due under the Contract are not paid by their due date. In the event that such monies are paid by the Customer within a reasonable time, Motia may lift such suspension.

- 9.6 Motia may deem the Contract terminated with immediate effect and without notice in the event that:
- 9.6.1 the Customer breaches any of these Motia General Terms and Conditions;
 - 9.6.2 the Customer breaches any of the Special Terms and Conditions relevant under the Contract;
 - 9.6.3 any monies owed to Motia under the Contract remain outstanding thirty (30) days after they became due;
 - 9.6.4 the Customer goes into, or is perceived by Motia as likely to enter into receivership, administration, bankruptcy, liquidation or similar proceedings or makes any arrangement with its creditors or any other event occurs which, in the opinion of Motia, may affect the ability of the Customer to comply with any or all of its obligations or meet any of its liabilities under these Motia General Terms and Conditions;
 - 9.6.5 Motia receives a credit reference (which the Customer hereby agrees Motia may carry out from time to time in relation to the Customer) which is, in Motia's opinion, unsatisfactory;
 - 9.6.6 the Customer undergoes a change in control (where "control" means the ability, directly or indirectly, to direct the affairs of another whether by means of ownership, contract or otherwise). The Customer agrees to notify Motia not later than 2 weeks prior to any change in control of it occurring; or
 - 9.6.7 Motia receives notification from its insurers that credit insurance cover has been reduced or withdrawn from the Customer.

10. CONSEQUENCES OF TERMINATION

- 10.1 The accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

11. FORCE MAJEURE

- 11.1 Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from a Force Majeure. If the period of delay or non-performance continues for twenty one (21) days, the party not affected may terminate this agreement by giving fourteen (14) days' written notice to the affected party.

12. LIABILITY

- 12.1 Nothing in these Motia General Terms and Conditions or any Special Terms and Conditions shall exclude or limit Motia's liability for death or personal injury caused by its negligence or for fraudulent misrepresentation, or for any other liability which cannot be excluded by law.
- 12.2 Motia shall not have any liability to the Customer in respect of any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known, direct, indirect or consequential or otherwise), loss of profits, loss of anticipated savings, loss of business, loss of goodwill, loss of use or downtime, loss of or corruption to data or other information. Furthermore, Motia shall not be liable for any indirect or consequential loss or damage and Motia does not accept any liability save where expressly accepted under the Contract.
- 12.3 Motia will not be liable for any delay or failure to carry out obligations under the Contract where the delay or failure arose as a consequence of matters beyond Motia's reasonable control including (but not limited to) the actions or inactions of Motia, the Customer or its representatives, or acts of God, explosions, terrorism, transport failures, labour shortages, riots, strikes affecting the fuel supply sector or war – where such event occurs, Motia may suspend or terminate the Contract.
- 12.4 Motia's liability in respect of each Service shall be limited and excluded in accordance with the Special Terms and Conditions for that Service.
- 12.5 Subject to Clause 12.1, clause 12.2, clause 12.3 and clause 12.4, Motia's total liability to the Customer in respect of each claim or series of claims under the Contract shall be limited to the lower of the Charges paid by the Customer for the relevant Services in the twelve (12) months immediately before the claim(s) or ten thousand pounds (£10,000).
- 12.6 The parties acknowledge that the Contract reflects a fair allocation of risk and that the fees payable reflect the risk borne by the parties.
- 12.7 The terms of this Clause 11 shall continue in force notwithstanding the termination of the Contract.

13. DATA PROTECTION

- 13.1 The terms "**data privacy/protection**" (if not otherwise defined), "**personal data**", "**data processor**" and "**data subject**", shall have the meaning(s) given to them in the Data Protection Act 2018.
- 13.2 Where Motia processes any Customer Data, Motia will comply with all requirements and obligations under the Data Protection Laws.
- 13.3 The Customer shall notify its employees and others using its Cards and/or Services of the:
- 13.3.1 nature and identity of Motia as a data processor;
 - 13.3.2 categories of personal data transferred; and
 - 13.3.3 the Privacy Policy.
- 13.4 Motia shall:
- 13.4.1 update the Privacy Policy (where necessary to remain compliant with the Data Protection Laws); and
 - 13.4.2 maintain a valid and subsisting registration with the Information Commissioner's Office to process the Customer Data (where required to do so).
- 13.5 Motia shall only process the Customer Data it reasonably requires to provide its services. All Customer Data processed by Motia shall be in accordance with the Privacy Policy (to the extent it complies with the Data Protection Laws) and the Customer's written instructions.
- 13.6 Motia shall:
- 13.6.1 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected (having regard to the state of technological development and the cost of implementing any measures);
 - 13.6.2 ensure that all personnel, contractors, agents or representatives who have access to and / or process personal data at any time are:
 - (a) limited only to those natural persons who need access to the personal data for Motia to meet its obligations under these Terms and Conditions;

- (b) informed of the confidential and sensitive nature of personal data; and
 - (c) are aware of their obligations, and the data subjects' rights, under the Data Protection Laws;
- 13.6.3 assist the Customer (at the Customer's cost) within a reasonable period in responding to any request from a data subject in connection with any exercise of any of its rights under the Data Protection Laws and to provide assistance with respect to security, breach notifications, impact assessments and consultations, where requested;
- 13.6.4 provide, on request, a copy of all personal data held by Motia in the format and on the media reasonably specified by the Customer (at the Customer's cost);
- 13.6.5 notify the Customer as soon as reasonably practicable on becoming aware of a personal data breach, including if any personal data is lost, destroyed or becomes damaged, corrupted or unusable, and where requested or required to assist, to notify the data subject of such breach;
- 13.6.6 keep and maintain complete and accurate records and information of any processing of personal data it carries out on behalf of the Customer, and permit (on reasonable notice), the Customer (or the Customer's representative) to inspect all such records relating to the processing of personal data by Motia to demonstrate its compliance with this clause; and
- 13.6.7 notify the Customer (as soon as reasonably practicable), if it has been given an instruction which doesn't comply with the Data Protection Laws.
- 13.7 The Customer hereby provides its prior, general authorisation for Motia to:
 - 13.7.1 appoint processors to process the Customer Personal Data, provided that Motia:
 - (a) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Motia in this Clause 13;
 - (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Motia; and
 - (c) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Motia's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify Motia for any losses, damages, costs (including legal fees) and expenses suffered by Motia in accommodating the objection.
 - 13.7.2 transfer Customer Personal Data outside of the UK as required for the Purpose, provided that Motia shall ensure that all such transfers are effected in accordance with Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Motia, including any request to enter into standard data protection clauses adopted by the UK Information Commissioner from time to time.
- 13.8 The Customer
 - 13.8.1 warrants that it is the data controller with regard to the Customer Data and will comply with data controller obligations within the Data Protection Laws; and
 - 13.8.2 warrants that it has the relevant consent of all affected data subjects to those transfers as required by UK GDPR.
- 13.9 In addition to any other consequences of termination set out in these Motia General Terms and Conditions, each party will (at the disclosing party's request) promptly return to the other all confidential information and any other property (including any personal data and Customer Data) which is in its custody or control, or, subject to the requirements of the Data Protection Laws, will destroy the same and certify such destruction.
- 13.10 The Customer shall immediately notify Motia in writing of any changes in the Customer's name, address, bank details or any change of legal entity of the Customer. The Customer ensures that any data provided to Motia about the Customer is accurate.
- 14. INTELLECTUAL PROPERTY**
 - 14.1 The Customer acknowledges and agrees that Motia and/or its licensors own all intellectual property rights in the Cards, Products and all Services. Except as expressly stated herein, the Contract does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Cards, Products or Services or any documentation pertaining to them.
 - 14.2 In respect of any third-party Intellectual Property rights, the Customer's use of any such Intellectual Property rights is conditional on Motia obtaining a written licence from the relevant licensor on such terms as will entitle Motia to license such rights to the Customer.
 - 14.3 Motia owns all data (excluding Customer Data (as defined below)) generated by or related to the delivery, operation or performance of the Cards, Goods and Services.
 - 14.4 The Customer owns all data provided by or on behalf of the Customer to Motia in connection with the delivery, operation or performance of the Cards, Goods and Services including user-generated content (the "**Customer Data**"). Motia may use this Customer Data, including the Customer's name, email, phone number, vehicle registration number, and GPS location as required for the purpose of delivering, operating or performing the Cards, Goods or Services.
 - 14.5 The Customer authorises Motia to retain and use a copy of the Customer Data, in anonymised aggregated form (such that the identity of the Customer and any Data Subject is not ascertainable) for the purpose of carrying out data analytics and as is otherwise necessary in order to develop new products and services ("**Statistical Data**").
 - 14.6 The Customer hereby grants Motia 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. Motia shall not use for its own purposes or disclose to any third parties any Personal Data. The foregoing restriction shall not apply to disclosures of Statistical Data and/or Personal Data that are:
 - 14.6.1 required by law in response to a request from law enforcement authorities;
 - 14.6.2 made in connection with a court order or other similar demand;
 - 14.6.3 made to Motia's Affiliates or related companies.
 - 14.7 The Customer shall indemnify and hold Motia harmless from all liabilities, costs, expenses, fines, damages and losses suffered or incurred by Motia arising out of or in connection with: (a) any claim made against Motia for actual or alleged infringement of a third party's intellectual property

rights arising out of or in connection with the Customer Data; and (b) any claim made against Motia by a third party arising out of or in connection with a breach of the Contract by the Customer.

15. CONFIDENTIALITY

- 15.1 Motia and the Customer agree that for the duration of a Contract and for a subsequent period of three (3) years they will, at all times, treat 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 the Contract and for the purpose of Motia delivering the Services.
- 15.2 The provisions of clause 15.1 shall not apply to Confidential Information which is:
- 15.2.1 already in the public domain or becomes so at a future date other than by breach of the Contract;
 - 15.2.2 known from other sources that are not subject to any restriction on disclosure of that information;
 - 15.2.3 required to be disclosed by any statutory or regulatory requirement or by any Court order; or
 - 15.2.4 is disclosed to our professional advisers and service providers who need to know the same so that the relevant Service can be provided to the Customer.

16. NOTICE

- 16.1 Any notice required to be given under the Contract (or otherwise between the parties) shall be in writing and delivered personally or sent by first class post or e-mail to the registered office or email address of the other party or such other address or email address (as appropriate) as notified by the parties in writing or logged onto MyMotia.
- 16.2 Any notice shall be deemed to have been duly received:
- 16.2.1 if delivered personally, at the time of delivery;
 - 16.2.2 in the case of pre-paid first class post or recorded delivery or registered post, 48 hours from the date of posting if from and to an address in the United Kingdom or Northern Ireland; and
 - 16.2.3 in the case of e-mail, at the time the e-mail enters the IT system of the intended recipient provided that no error message indicating failure to deliver has been received by the sender,
 - 16.2.4 in the case of the details being logged on MyMotia, at the time it enters the IT system of the intended recipient provided that no error message indicating failure to deliver has been received by the sender in accordance with the provisions of this Clause 16.
- 16.3 Provided that if deemed receipt occurs before 9am on a Business Day the notice will be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business Day, on Christmas Eve (or last working day prior to Christmas day) after 12 noon, or on a day which is not a Business Day, the notice will be deemed to have been received at 9am on the next Business Day.

17. THIRD PARTY RIGHTS

- 17.1 A person who is not a party to the contract shall have no rights pursuant to the *Contract (Rights of Third Parties) Act 1999* to enforce any term of these Terms and Conditions.

18. ASSIGNATION

- 18.1 Motia 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 Motia assign, transfer, charge, license or otherwise dispose of or deal in a Contract or any rights or obligations under these Motia General Terms and Conditions and/or any Special Terms and Conditions.

19. SEVERANCE

- 19.1 If any provision of these Motia General Terms and Conditions and/or Special Terms and Conditions shall be deemed void for any reason whatsoever, but would be valid if part of the wording were deleted, any such provision shall apply with such modifications as may be necessary to make it valid and effective.

20. ENTIRE AGREEMENT

- 20.1 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 Motia Website by the Customer shall be governed by the Motia Website Terms and Conditions.

21. NO PARTNERSHIP OR AGENCY

- 21.1 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. NO WAIVER

- 22.1 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.

23. LEGAL CONSTRUCTION

- 23.1 The Contract shall be construed in accordance with English Law and the parties irrevocably agree, that the courts of England and Wales shall have non-exclusive jurisdiction over any dispute or claim arising out of or in connection with the Contract.

ADDENDUM 1

FUEL CARDS – SPECIAL TERMS AND CONDITIONS

Where Motia supplies fuel cards to the Customer under the Contract, these Special Terms and Conditions shall apply.

1. DEFINITIONS

- 1.1 In addition to the definitions set out in the Motia General Terms and Conditions, in this Addendum 1 the following words, terms or expressions will have the following meanings:

"Agent Agreement"	means an agreement between Motia and a Card Company which sets out the terms on which Motia is authorised to issue Cards to Customers or otherwise resell Vehicle Related Goods and / or Services to Customers. Motia is only entitled to provide such Cards, Vehicle Related Goods and / or Services subject to these terms and conditions and the Agent Agreement.
"Bunker or Core Sites"	means a defined list of sites at which certain price conditions may apply – see online www.motia.com/fuel/pump-locator the software used by Motia to locate fuel sites.
"Bunker Stock Network"	means a network of fuel retail sites operated by a third party service provider and into which Motia may deposit fuels on behalf of the Customer.
"Card Company"	means the relevant fuel card supplier which has authorised Motia to issue Cards to Customers on its behalf.
"Card User"	means an employee (or other authorised person) of the Customer (and, in the case of a partnership, a partner or member of such partnership) who is authorised by the Customer from time to time to use a Card (and "Card Users" shall be construed accordingly).
"Card(s)"	means any and all fuel cards or other means of payment (for example but not limited to Apple Pay, BPme and other electronic payment apps) issued to the Customer by Motia for the purpose of purchasing Vehicle Related Goods and / or Services from a Site, and details of the different types of card are as set out at www.motia.com/fuel/fuel-cards .
"E-Bill"	means an electronic invoice or notification of online availability of invoice sent (without charge) by Motia (in substitution of a paper invoice). Copy E-Bills can be requested by the Customer but maybe subject to additional charges.
"Fuel Price"	means the price charged per litre of fuel exclusive of VAT.
"Lost Card"	means any Card that is lost, stolen, mislaid, wilfully damaged, reproduced in an unauthorised manner or subject to any similar circumstances (as appropriate).
"MyMotia"	means the online portal used by Motia to provide the Customer with access to their account data and additional Goods and / or Services that Motia provide.
"PIN"	means a personal identification number which may be issued by the Card Company for use with a Card;
"Site Locator"	means online webpage where the Customer or Motia can find suitable sites where drivers can fuel up. The Site Locator can be accessed at www.motia.com/fuel/pump-locator .
"Site"	means an authorised site for the sale of Vehicle Related Goods and / or Services.
"Supplier(s)"	means the authorised person, company or partnership which supplies Vehicle Related Goods and / or Services to Motia and which Motia resells to the Customer.
"Transaction"	the purchase of Vehicle Related Goods and / or Services by the Customer using a Card.
"Vehicle Related Goods and / or Services"	means fuels, electric charge, lubricants and all other goods and / or services that may be purchased by the Customer using the Card(s).
"Wild / Bearer Cards"	means Cards which are not embossed with either the registration number of any vehicle or a specific name or the same PIN is used for more than one Card.

2. ISSUE OF THE CARD

- 2.1 All orders for the issue of Cards shall be reviewed and considered at the absolute discretion of the Company. The Company's decision shall be final.
- 2.2 The Customer is responsible for the security of its Cards and for their correct use, by the Customer or anyone authorised by the Customer, in accordance with these Terms and Conditions.
- 2.3 Each Card shall (provided it has not been stopped or cancelled) be valid for use by the Customer's relevant Card Users to the extent of the Credit Limit and until the expiry date shown on such Card or, if earlier, until the date of termination of the Contract.
- 2.4 The Customer must ensure that no person using a Card interferes with the fuel monitoring device or / delivery equipment at any Site. In the event there appears to be a defect in such equipment the Customer shall immediately report the problem to the relevant Supplier.
- 2.5 The vehicle registration number or name on a Card is not a security measure. The Customer will be liable for purchases using the Card whether for the vehicle / name or otherwise identified on a Card.
- 2.6 Cards remain the property of the Card Company at all times. The Customer will return Cards to Motia promptly at Motia's request.

3. CARD CHARGES AND OTHER FEES

- 3.1 Motia charges a fee to the Customer for the issue of the Card, for replacement Cards, additional Cards and on annual (or other) renewal of a Card. Other fees may also apply such as a monthly fee or non-usage fee. Card Charges vary per account and are payable in advance at the prevailing rates which may increase on periodic review. Details of Charges will be provided to the Customer from time to time on the [Motia Standard Fee and Tariff webpage](#).

- 3.2 The Customer should regularly check their invoices and the [Motia Standard Fee and Tariff webpage](#) for important up to date fee information.
- 3.3 Card Charges are non-refundable.
- 4. USE OF THE CARDS**
- 4.1 The Card may only be used:
- 4.1.1 if it is a valid Card;
 - 4.1.2 by the Customer to obtain Vehicle Related Goods and / or Services from a Site; and / or
 - 4.1.3 to obtain Vehicle Related Goods and / or Services in accordance with any restrictions applied to that Card.
- 4.2 The Customer shall:
- 4.2.1 ensure that each Card is only used by the relevant Card User;
 - 4.2.2 ensure that each Card is signed or has the relevant vehicle registration written on the back of each Card (as directed) immediately upon receipt of each Card;
 - 4.2.3 ensure that no Card is used after its expiry date or after it has been stopped or cancelled by Motia;
 - 4.2.4 ensure that it complies with all applicable data protection legislation and other laws in connection with the use of the Cards by the Card Users and the submission to Motia of any information relating to the Card Users (including for the purposes referred to in clause 8);
 - 4.2.5 ensure that each Card User takes all reasonable steps to ensure the safe keeping of each Card and the prevention of unauthorised use; and
 - 4.2.6 be responsible for all unauthorised use of any Cards save as provided in (and subject to the provisions of) clause 12.
- 4.3 Motia may withdraw at any time an entitlement to purchase specific Vehicle Related Goods and / or Services and / or to issue to the Customer a replacement Card indicating revised Vehicle Related Goods and / or Services.
- 4.4 If Motia reasonably believes that a Card is being misused, Motia may put a stop on any Card until the misuse is resolved to the reasonable satisfaction of Motia.
- 4.5 Either Motia or the Card Company may in its absolute discretion stop or cancel a Card at any time without notice or refuse to issue a replacement Card.
- 4.6 Within 7 days following stop or cancellation of any Cards by Motia or the Card Company, the Customer shall return all such Cards to Motia (or securely destroy them and notify Motia that it has done so).
- 4.7 Unless Motia expressly states otherwise in writing in connection with any particular promotions, the Card does not entitle the customer or any Card User to participate in any Card Company promotions or special offers that may be available to the public from time to time.
- 5. PIN**
- 5.1 The Customer should always keep the PIN's secure. It is the Customers responsibility to keep PIN's safe and secure.
- 5.2 Any PIN shall be used only by the Customer and shall not be disclosed by the Customer to any other person
- 5.3 If the PIN has (or may have) been compromised in any way, the Customer must immediately notify Motia in accordance with Clause 12.1.
- 5.4 Upon request, Motia will provide a replacement PIN for a Card at a fee. Replacement PINs are not available on all cards. For fees see the [Motia Standard Fee and Tariff webpage](#).
- 6. PURCHASE OF VEHICLE RELATED GOODS AND / OR SERVICES AND PRICING**
- 6.1 Prior to agreeing to purchase or take delivery of Vehicle Related Goods and / or Services, the Customer shall present or show the Card to the relevant Supplier (if requested).
- 6.2 The Customer shall comply with all requirements of the Site when using a Card to make a Transaction and shall pay Motia all amounts due to Motia arising from such transaction.
- 6.3 All Vehicle Related Goods and / or Services shall be purchased in accordance with any restrictions on the Card in place by the relevant Card Company.
- 6.4 Electric Vehicle Charging – the cost of electricity to be used to charge electronic vehicles will vary depending on the type of Card used, the Site at which such charging takes place, the speed of charging offered and the method of transaction (e.g. magnetic strip or chip & PIN).
- 6.5 Purchase of Fuel
- 6.5.1 The Customer shall ensure that they and each Card User is not prevented by any relevant law, regulation or Government scheme from purchasing any type of fuel that they may purchase from a Site. By way of example, there are rules and regulations in respect of the use of Red Diesel, or "Oil Gas", which is used in certain industries such as agriculture.
 - 6.5.2 Fuel Prices will vary depending on the type of Card used, the Site at which fuel is purchased, method of transaction (e.g. magnetic strip or chip & PIN) and also the specific fuel type and grade.
 - 6.5.3 Fuel Prices may be pump related or fixed weekly at certain networks. Certain Sites will incur additional surcharges including but not limited to non-Bunker Sites, non-Core Sites, third party networks (e.g. BP Card used at an Esso site), supermarket and motorway sites; the Customer should regularly check www.motia.com/fuel/pump-locator for updated listings of Bunker or Core Sites. The Fuel Price may be higher than the pump price at the time of transaction. Additionally, some Cards will be subject to a network service fee per transaction – the Customer will be made aware of this fee when entering the Contract. Motia may notify the Customer of weekly Fuel Prices in advance, upon request.
- 6.6 Current fees and Charges can be found at the [Motia Standard Fee and Tariff webpage](#).
- 6.7 Vehicle Related Goods and / or Services, other than motor fuel, electricity required for electronic vehicles and other types of fuel acquired with the Card by the Customer shall be invoiced at the price shown at the Site and on the Customer's receipt plus a reasonable handling fee.

- 6.8 The Customer shall ensure that, except where expressly agreed in writing by the Company with the Customer, Good and / or Services acquired using a Card shall be used in accordance with their intended purposes and solely for the Company's and / or Card User's use and shall not be resold or otherwise disposed of in any way to any other person.
- 6.9 The Customer is liable to pay all taxes, duties, levies, charges, surcharges, assessments or impositions on Vehicle Related Goods and / or Services purchased with the Card(s) at the appropriate rate.
- 6.10 Due to the volatility of the oil market and / or tax/fuel duty changes and the impracticality of notifying each Customer on every occasion where a change may occur, Motia may change the Fuel Price from time to time without notice to the Customer.

7. BUNKERSTOCK SERVICES

- 7.1 The Customer may purchase bulk volumes of diesel (the "**Bunker Fuel**") from Motia. The parties will agree a price; the Customer will then email its offer to purchase the Bunker Fuel at the agreed price to the Motia account manager. If Motia accepts the Customer's offer then it will reply in writing to confirm the price, volume ordered and amount payable by the Customer and Motia shall invoice the Customer accordingly. Once the Customer's request has been accepted by Motia it cannot later be cancelled by the Customer.
- 7.2 Upon acceptance by Motia, Motia shall use reasonable efforts to procure the agreed volume of Bunker Fuel, and that it is transferred into the Bunker Stock Network on the date of purchase (unless Motia requires payment in advance, it will not transfer the Fuel until payment has been received in cleared funds) provided that Motia shall have no liability for any failure or delay on the part of the Bunker Stock Network or its operator.
- 7.3 Motia shall provide details of the Sites from which the Customer can access their Bunker Fuel.
- 7.4 Motia shall issue an invoice for (and the customer shall pay) all sums due in respect of the Bunker Fuel, Vehicle Related Goods and / or Services in accordance with the procedures set out below. Title to the Bunker Fuel shall remain with Motia until payment has been made in full. If the Customer fails to pay any sums due then Motia shall (without prejudice to its other rights and remedies) be entitled to remove the agreed volume of Bunker Fuel (or the balance of the same) from the Bunker Stock Network.

8. DATA

- 8.1 Motia provides card management services in connection with the use and operation of the Cards and the Contract. Accordingly, the Customer's and Card Users details may be forwarded to the Card Companies, their Affiliates and their respective successors and assigns as set out in the Privacy Policy.

9. INVOICES FOR USE OF CARDS

- 9.1 Following a transaction using a Card, details of the Transaction will be sent from the Site to the relevant Card Company. The Card Company shall provide details of all relevant Transactions on a Card to Motia, who will then invoice the Customer for the Transaction. The Customer acknowledges that under exceptional circumstances some transactions may take up to twelve (12) months to appear on an invoice from Motia due to Motia only receiving them after this period, and all Transactions be due for payment by the Customer, irrespective of when details of them are received by Motia.
- 9.2 An invoice, E-Bill or notification of the same in MyMotia will be sent to the Customer weekly in arrears unless otherwise agreed by Motia (such frequency at Motia's discretion), detailing purchases of Vehicle Related Goods and / or Services which have been processed at the date of the relevant invoice, plus any administration fees or charges (as set out at [Motia Standard Fee and tariff webpage](#)). Upon request, Motia will provide copy invoices at a cost per invoice see the [Motia Standard Fee and tariff webpage](#). Upon request, Motia will provide evidence of transactions made on Cards in the 3 months prior to the date of the request. Motia shall be entitled to charge a fee for such evidence depending on the relevant Card Company see the [Motia Standard Fee and Tariff webpage](#).
- 9.3 The Customer must review each invoice on receipt. Upon payment by the Customer of any amounts due, Motia will consider any queries raised within three months from invoice date.
- 9.4 Upon request, Motia will provide paper invoices at a cost per invoice, see the [Motia Standard Fee and Tariff webpage](#).

10. PAYMENT

- 10.1 In addition to Motia's remedies for failures by the Customer to pay any monies due under clauses 8 and 9.2 of the Motia General Terms and Conditions, if the Customer fails to pay an invoice by its due date, Motia may:
- 10.1.1 place the Card(s) on stop; and / or
- 10.1.2 place the Card(s) on stop and terminate the Contract immediately without notice, at which point all amounts due to Motia, (whether invoiced or not) shall become immediately due and payable in full.
- 10.2 Where Motia suspend a Customer's use of Cards under clause 9.2 of the Motia General Terms and Conditions, lifting of such suspension may incur a replacement Card charge as set out on the [Motia Standard fee and Tariff webpage](#).

11. CARD CANCELLATION

- 11.1 Cancellation of a Card will only prevent renewal of the Card on expiry; it may not prevent the Card from being used.
- 11.2 Motia will only cancel a Card on the Customer's written request, whether made in writing to Motia or via MyMotia.
- 11.3 Motia may put a stop on, cancel, or suspend any or all Cards at any time without notice and reserves the right to refuse to reissue, renew or replace any Card.
- 11.4 The Customer must immediately (or when found, if lost) return any cancelled Card to Motia, cut in half.
- 11.5 Notwithstanding any other provisions of the Contract, the Customer will remain liable in respect of any transactions made with the Card after its cancellation but prior to its receipt by Motia.

12. LOST OR STOLEN CARDS

- 12.1 If a Card is lost or stolen or has not been received by the Customer when due, or the PIN number has been compromised, the Customer must immediately notify Motia via www.motia.com or support@motia.com or, by calling 0113 298 1000, and obtain a crime reference number from the police (in the case of theft) and Motia may, at its sole discretion:
- 12.1.1 immediately terminate the Contract; or
- 12.1.2 provide the Customer with a replacement Card, if required; or
- 12.1.3 in any event, the Card will be placed on stop.

- 12.2 The Customer will provide Motia with all information in its possession as to the circumstances relating to a Lost Card or the other events detailed in Clause 12.1.
- 12.3 The Company shall remain liable for all transactions effected with any Card which is lost, stolen or subject to any unauthorised use for a period of forty-eight (48) hours after giving notice under Condition 12.1 (or until the end of business on the next business day, if later).
- 12.4 Motia shall only be liable for transactions effected with any Card which is lost, stolen or subject to any unauthorised use if Motia has been notified by the Customer in accordance with clause 12.1 and in such case and such liability shall only apply if and to the extent of transactions effected using such Card after the expiry of the relevant forty-eight (48) hour period referred to in clause 12.1.
- 13. TERMINATION**
- 13.1 Motia's provision of Cards shall automatically terminate upon the termination of the relevant Agent Agreement and such termination will be confirmed by written notice to the Customer by the Card Company or Motia.
- 14. CONSEQUENCES OF TERMINATION**
- 14.1 Immediately upon termination of Motia provision of Cards under these Special Terms and Conditions or the Contract:
- 14.1.1 the Customer shall cut in half all Cards supplied to it and return them to Motia;
- 14.1.2 the whole outstanding balance of the Customer's account in respect of Cards shall (at Motia's discretion) become due and payable in full to Motia; and
- 14.1.3 the right of the Customer to use the Card shall terminate (but without prejudice to the Customer's liability for the use of the Card after termination or to the rights of Motia already accrued at the date of termination).
- 14.2 The Customer shall remain liable for all Transactions after termination of Motia's provision of Cards or termination of the Contract.
- 14.3 The accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 15. CARD PROTECT**
- 15.1 Motia will automatically provide to the Customer a service covering the Customer for losses up to a maximum of 24,000 litres on its account from the point at which the Customer notifies Motia (in accordance with Clause 14.1) that a Card is Lost or Stolen. The Customer will be charged an amount per month for Card Protect unless the Customer contacts Motia in writing to opt out of this service. Current Charges can be found at the [Motia Standard Fee and tariff webpage](#)
- 15.2 Save for liability in relation to Wild / Bearer Cards, the Customer shall be liable to pay for any transactions for Vehicle Related Goods and / or Services with Suppliers using a Card issued to it at any time during the period from the time of issue by Motia until two working days from the notification of the circumstances set out in Clause 15.1 being received by Motia, save that the Customer will remain liable for use of the Card if Motia has reasonable grounds to believe that:
- 15.2.1 the Customer gave the relevant Lost Card or PIN to an unauthorised person; or
- 15.2.2 the circumstances resulting in the Lost Card was due to the negligence of either the Customer; or
- 15.2.3 prior to the Card becoming a Lost Card, the Customer failed to comply with a request made by Motia to destroy or return the Lost Card to Motia; or
- 15.2.4 the Customer was in breach of the Contract.
- 16. LIABILITY IN RESPECT OF FUEL CARDS**
- 16.1 Subject to clause 12.1 of the Motia General Terms and Conditions, Motia accepts no liability and gives no warranty, express or implied (to the extent permissible by law), whether arising by common law or statute in relation to:
- 16.1.1 any transaction entered into by a Customer;
- 16.1.2 any Vehicle Related Goods and / or Services supplied to the Customer including the satisfactory quality or fitness for purpose of the Vehicle Related Goods and / or Services; or
- 16.1.3 the provision of the Bunkerstock service set out in clause 7 or any Fuel supplied to the Customer.
- 16.2 Subject to clause 12.1 and clause 12.2 each of the Motia General Terms and Conditions, Motia's aggregate liability to the Customer in respect of each claim or series of claims arising out of or in connection with:
- 16.2.1 the use of a Card (including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise) will be limited to a maximum of £5,000 or
- 16.2.2 the provision of Fuel on a Bunkerstock basis shall be limited to a maximum of £80,000.
- 16.3 The Customer undertakes to indemnify Motia from and against any and all losses, claims, costs, demands or expenses which Motia may incur as a result of a Card being used by an unauthorised third party or by reason of any negligence, fraudulent, dishonest or criminal conduct relating to the use of the Card by the Customer, the Customer's employees, agents, representatives and / or sub-contractors.
- 16.4 The Customer will be liable in respect of any transactions made with any Wild / Bearer Cards (even if the Wild / Bearer Cards are Lost Cards) and will indemnify Motia for all costs, claims and demands in connection with the use of Wild / Bearer Cards, however they arise.
- 16.5 The terms of this Clause 16 shall continue in force notwithstanding the termination of the Contract.

ADDEDNDUM 2

MILEAGE EXPENSES – SPECIAL TERMS AND CONDITIONS

The following Terms and Conditions govern the use of the Software (as defined below) and related Services (as defined below) provided by Motia.

1. DEFINITIONS

- 1.1 In addition to the definitions set out in the Motia General Terms and Conditions, in this Addendum 2 the following words, terms or expressions will have the following meanings:

"Authorised Users"	means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use Mileage Expenses and the Documentation (Mileage Expenses), as further described in Clause 2.2.3.
"Documentation (Mileage Expenses)"	means the documentation made available to the Customer by Motia online via www.motia.com which sets out a description of Mileage Expenses and the user instructions for Mileage Expenses (all as may be amended by Motia from time to time).
"Helpdesk"	means the telephone helpdesk provided by Motia (telephone number set out at www.motia.com to provide support in relation to Mileage Expenses.
"Lite"	means Mileage Expenses as described within the Documentation (Mileage Expenses) under the heading "Lite" (as may be amended by Motia from time to time).
"Mileage Capture Device"	a device used to capture mileage of a vehicle, whether via GPS or otherwise.
"Mileage Expenses App"	means the mobile application which may be downloaded by the Customer and/or Authorised Users, further details of which are set out in the Documentation (Mileage Expenses).
"Mileage Expenses"	means the service (being Lite or Pro, as appropriate) provided by Motia to the Customer via www.motia.com (or any other website notified to the Customer by Motia from time to time) and/or via the Mobile App (if applicable), as more particularly described in the Documentation (Mileage Expenses).
"Mileage Expenses Software"	means the online software applications (including the Mobile App, if applicable) provided by Motia as part of Mileage Expenses.
"Pro"	means Mileage Expenses as described within the Documentation (Mileage Expenses) under the heading "Pro" (as may be amended by Motia from time to time).

2. AUTHORISED USERS

- 2.1 Subject to the Customer paying for Mileage Expenses in accordance with Clause 7, the restrictions set out in this Clause 2 and the other terms of the contract, Motia hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the appropriate Mileage Expenses and the Documentation (Mileage Expenses) solely for the Customer's internal business operations.

- 2.2 In relation to the Authorised Users, the Customer undertakes that:

- 2.2.1 it will not allow or suffer any Authorised User's login details to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use Mileage Expenses and/or Documentation (Mileage Expenses);
- 2.2.2 each Authorised User shall keep a secure password for his use of Mileage Expenses and Documentation (Mileage Expenses) and each Authorised User shall keep his password confidential;
- 2.2.3 it shall maintain a written, up to date list of current Authorised Users and provide such list to Motia within 2 Business Days of Motia's written request at any time or times;
- 2.2.4 it shall permit Motia to audit Mileage Expenses in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at Motia's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; and
- 2.2.5 if any of the audits referred to in Clause 2.2.4 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Motia's other rights, the Customer shall promptly disable such passwords and Motia shall not issue any new passwords to any such individual.

- 2.3 The Customer shall not:

- 2.3.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (a) and except to the extent expressly permitted under the Contract, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Mileage Expenses Software and/or Documentation (Mileage Expenses) (as applicable) in any form or media or by any means; or
 - (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Mileage Expenses Software;
- 2.3.2 access all or any part of Mileage Expenses and Documentation (Mileage Expenses) in order to build a product or service which competes with the Services and/or the Documentation (Mileage Expenses);
- 2.3.3 use Mileage Expenses and/or Documentation (Mileage Expenses) to provide services to third parties;
- 2.3.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make Mileage Expenses and/or Documentation (Mileage Expenses) available to any third party except the Authorised Users, or
- 2.3.5 attempt to obtain, or assist third parties in obtaining, access to Mileage Expenses and/or Documentation (Mileage Expenses), other than as provided under this Clause 2.

- 2.3.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, Mileage Expenses and/or the Documentation (Mileage Expenses) and, in the event of any such unauthorised access or use, promptly notify Motia.
- 2.3.7 The rights provided under this Clause 2 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.
- 2.3.8 These Terms and Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. ADDITIONAL AUTHORISED USERS

- 3.1 The Customer may, in consideration of the payment of the relevant Charges, from time to time, add additional Authorised Users and Motia shall grant access to Mileage Expenses and the Documentation (Mileage Expenses) to such additional Authorised Users in accordance with the provisions of these Special Terms and Conditions.

4. SERVICES

- 4.1 Motia shall, subject to termination of the Agreement in accordance with its terms, provide the relevant Services and make available the Documentation (Mileage Expenses) to the Customer on and subject to the terms of the Contract.
- 4.2 Motia shall use commercially reasonable endeavours to make Mileage Expenses available 24 hours a day, seven days a week, subject to any required maintenance.
- 4.3 Motia will, as part of Mileage Expenses and at no additional cost to the Customer, provide the Customer with access to the Helpdesk during Business Hours.
- 4.4 Motia may provide the Customer with a Mileage Capture Device which, if used correctly and in accordance with the Documentation (Mileage Expenses) can assist the Customer in recording personal and business mileage.

5. MOTIA'S OBLIGATIONS

- 5.1 Motia undertakes that Mileage Expenses will perform substantially in accordance with the Documentation (Mileage Expenses) and will be provided with reasonable skill and care.
- 5.2 The undertaking at Clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of Mileage Expenses contrary to Motia's instructions, or modification or alteration of Mileage Expenses by any party other than Motia or Motia's duly authorised contractors or agents. If Mileage Expenses do not conform to the foregoing undertaking, Motia will, at its expense, use its reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in Clause 5.1.
- 5.3 Motia:
- 5.3.1 does not warrant that the Customer's use of Mileage Expenses will be uninterrupted or error free; nor that Mileage Expenses, Documentation (Mileage Expenses) and/or the information obtained by the Customer through the Services will meet the Customer's requirements;
- 5.3.2 does not warrant that the Customer's receipt or use of Mileage Expenses (or Documentation (Mileage Expenses)) will ensure its compliance with, or satisfaction of, any regulatory, statutory or any other obligations (including, any requirements imposed by any tax authority). The Customer acknowledges that Motia does not provide financial, taxation or tax planning advice and that the Customer is solely responsible for managing its tax affairs; and
- 5.3.3 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that Mileage Expenses and Documentation (Mileage Expenses) may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6. CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall:
- 6.1.1 ensure that the Authorised Users use Mileage Expenses and the Documentation (Mileage Expenses) in accordance with these Special Terms and Conditions and shall be responsible for any Authorised User's breach of the Contract;
- 6.1.2 obtain and shall maintain all necessary licences, consents, and permissions necessary for Motia, its contractors and agents to perform their obligations under the Contract, including Mileage Expenses;
- 6.1.3 ensure that each Authorised User has access to the internet and appropriate browser software so as to enable the Authorised Users to access Mileage Expenses; and
- 6.1.4 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Motia's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

7. CHARGES AND PAYMENT

- 7.1 Motia shall invoice the Customer for the Charges (which may be in the form of an E-Bill). Motia will send invoices to the Customer monthly in arrears detailing the relevant charges. If E-Bills are not acceptable to the Customer, Motia will provide hard copy invoices at its prevailing rates.
- 7.2 Payment of each invoice shall be made in one payment by the Customer in full and cleared funds in the timescales and in accordance with the payment terms detailed on the relevant invoice
- 7.3 If Motia has not received payment on the due date, and without prejudice to any other rights and remedies, Motia may, without liability to the Customer, disable access by the Customer (including any Authorised Users) to all or part of Mileage Expenses and Motia shall be under no obligation to provide any or all of the functionality of Mileage Expenses while the invoice(s) concerned remain unpaid.

8. INDEMNITY

- 8.1 The Customer shall defend, indemnify and hold harmless Motia against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation (Mileage Expenses).
- 8.2 In no event shall Motia, its employees, agents and sub-contractors be liable to the Customer to the extent that any alleged infringement of any third party's intellectual property rights arising out of the use of the services or Documentation (Mileage Expenses) is based on:

- 8.2.1 a modification of Mileage Expenses or Documentation (Mileage Expenses) by anyone other than Motia;
- 8.2.2 the Customer's use of the Services or Documentation (Mileage Expenses) in a manner contrary to the instructions given to the Customer by Motia; or
- 8.2.3 the Customer's use of the Services or Documentation (Mileage Expenses) after notice of the alleged or actual infringement from Motia or any appropriate authority.

9. LIMITATION OF LIABILITY

- 9.1 These provisions shall apply in respect of Motia's liability in respect of provision of Mileage Expenses, and are in addition to the liability provisions set out in clause 11 of the Motia General Terms and Conditions.
- 9.2 Except as expressly and specifically provided in these Special Terms and Conditions:
 - 9.2.1 the Customer assumes sole responsibility for results obtained from the use of the Services (including any use of a Mileage Capture Device) and the Documentation (Mileage Expenses) by the Customer, and for conclusions drawn from such use. Motia shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Motia by the Customer in connection with the Services, or any actions taken by Motia at the Customer's direction;
 - 9.2.2 the Services (including a Mileage Capture Device) and the Documentation (Mileage Expenses) are provided to the Customer on an "as is" basis;
 - 9.2.3 Motia shall have no liability to the Customer in respect of any charges imposed by any governmental organisation or authority (including, the HMRC) in relation to the Customer's use of the Services (including any use of a Mileage Capture Device); and
 - 9.2.4 Motia shall have no liability to the Customer in respect of any losses, damages, charges or expenses arising out of or in connection with the Customer's use of, or the operation of, a Mileage Capture Device.
- 9.3 Subject to clause 12.1 and clause 12.2 each of the Motia General Terms and Conditions, Motia's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise (including under any indemnity), arising in connection with Motia's performance or contemplated performance under this Addendum 2 (Mileage Expenses – Special Terms and Conditions) shall be limited to £5,000 or a sum equal to 125% of the Charges paid by the Customer during the 12 months immediately preceding the date on which the claim arose (whichever is the higher).

10. TERM AND TERMINATION

- 10.1 Where Motia are to provide Mileage Expenses, the provision of Mileage Expenses shall commence on the Commencement Date and shall continue (unless terminated early in accordance with the Motia General Term and Conditions or any relevant Special Terms and Conditions):
 - 10.1.1 for any Initial Term set out in the Order or as agreed between the parties in writing, after which either party may terminate the provision of Mileage Expenses by giving to the other party no less than three (3) months written notice; or
 - 10.1.2 where there is no Initial Term set out in the Order or agreed between the parties, until either party gives to the other not less than three (3) months written notice.
- 10.2 On termination of the provision of Mileage Expenses for any reason:
 - 10.2.1 all licences granted under these Special Terms and Conditions shall immediately terminate;
 - 10.2.2 each party shall return and make no further use of any equipment (including any Mileage Capture Devices), property, Documentation (Mileage Expenses) and other items (and all copies of them) belonging to the other party; and
 - 10.2.3 Motia may destroy or otherwise dispose of any of the Customer Data in its possession unless Motia receives, no later than ten days after the effective date of the termination of provision of Mileage Expenses, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Motia shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all costs and expenses incurred by Motia in returning or disposing of Customer Data.

ADDEDNDUM 3

MOTIA VEHICLE SAFETY CHECKS – SPECIAL TERMS AND CONDITIONS

Introduction to Motia Vehicle Safety Checks

Motia Vehicle Safety Checks allows your employees driving for business to perform daily vehicle checks on all of your company, grey or private vehicles. The online Portal provides reporting tools to check compliance with all major standards. Users (as defined below) can select one of the default checklists available for cars, vans, motorbikes, PCVs and HGVs or create a customised list especially to suit their requirements. Users can report vehicle defects to company owners / transport managers to enable timely repairs to be carried out.

Motia Vehicle Safety Checks has a Portal that lists all the Users (drivers) and vehicle registration numbers for each customer. The Portal stores all information gathered from Users providing the Company Manager (as defined below) with ideal management information to enable more efficient operation of the fleet and repair services.

Motia Vehicle Safety Checks helps keep your fleet on the move and allows you to identify business critical issues earlier, preventing escalating costs. The App records the time taken to perform the check and has a robust audit trail function. The system displays unresolved vehicle defects too as a prompt to relevant staff to take appropriate action. This provides additional visibility around health, safety and other legal obligations that can often trip up fleet operators.

Company Managers can access Motia Vehicle Safety Checks through MyMotia, while vehicle Users access Motia Vehicle Safety Checks via the App. The App is available on the Apple App Store or Google Play Store and is free to download. There is a fee per user, per week for using the app. The prices can be found at www.motia.com/tariffs

Motia Vehicle Safety Checks Special Terms and Conditions of Sale

The following Special Terms and Conditions govern your relationship with Motia for the use of the Motia Vehicle Safety Checks App and Portal and Services related to the App and Portal from Motia.

1. DEFINITIONS

- 1.1. In addition to the definitions set out in the Motia General Terms and Conditions, in this Addendum 3 the following words, terms or expressions will have the following meanings:

“Account”	means an open account with an active Direct Debit.
“App”	means the Motia Vehicle Safety Checks application that can be downloaded from the Apple App Store or Google Play store and installed on to a user's smartphone.
“Company Manager”	means the person chosen by the Customer who will have main administration rights to the Motia Vehicle Safety Checks Portal.
“Motia Vehicle Safety Checks”	is a brand name for the vehicle walk round product and platform that runs the Service provided by Motia.
“MyMotia”	means the online Portal used by Motia to provide the Customer with access to their account data and additional products and services that Motia provides.
“Portal”	means the online method of access to MyMotia and Motia Vehicle Safety Checks where Customers may use the Motia Vehicle Safety Checks system.
“Prices”	means the price for the Services set out at www.motia.com/tariffs as agreed by the Customer and Motia.
“User” or “Users”	means a person or employee of the Customer who is authorised by the Customer to use the Motia Vehicle Safety Checks Portal and / or App.
“Vehicle”	means a unique vehicle registration number that is assigned to a vehicle and is used in the App and Portal for vehicle checking.

2. PRICES

- 2.1. Motia will charge a fee to the Customer for use of the Motia Vehicle Safety Checks product. The Prices are an amount per Driver per week. Other fees may also apply. Details of Prices will be published and available to the Customer from time to time at www.motia.com/tariffs. The Motia Vehicle Safety Checks product is only available on a business to business basis.
- 2.2. The Customer shall pay the Prices due, via Direct Debit, to Motia on the same payment terms that their Account is set up on. If the Customer does not have an Existing Account then payment for Motia Vehicle Safety Checks will be taken on a monthly basis by Direct Debit in accordance with Prices.

3. USE OF THE MOTIA VEHICLE SAFETY CHECKS

- 3.1. To request the Motia Vehicle Safety Checks Services, the Customer needs to contact Motia by telephone or email, or through the MyMotia Portal. On receipt of the request to set up the Motia Vehicle Safety Checks Services, Motia will add the Customer to the Motia Vehicle Safety Checks Portal. Motia will add the Company Manager as the contact for the Customer. The Customer will provide Motia with the name, email address and contact phone number of the Company Manager. The Company Manager will be sent a system generated email from the Motia Vehicle Safety Checks Portal. On receipt of the email the Company Manager will be asked to create a secure password. Passwords must be secure and created by using a mixture of characters, numbers and special symbols for added security. The Company Manager must remember the password and must not share it. Once the password is created, the Company Manager can have access to the Motia Vehicle Safety Checks Portal. In the Motia Vehicle Safety Checks Portal, the Company Manager can add and remove Users and vehicles. For each User that is added, the Company Manager must input a driver name, email address and vehicle registration number. The User will then receive an email which will allow them to download the App from the Apple App Store or Google Play Store.
- 3.2. The App and Portal may only be used while the Customer has a valid Account with Motia.
- 3.3. Motia may withdraw at any time the Motia Vehicle Safety Checks Services and stop the Customer from using it if Motia reasonably believes that the Customer is misusing the Services.

- 3.4. Any use of the App and/or Portal in any manner not permitted under these Special Terms and Conditions, including, without limitation, resale, transfer, modification, or distribution of all or part of the App and/or the Portal is prohibited.
- 3.5. To use the App and Portal, the Customer must have signed up to the Motia Vehicle Safety Checks Portal and App via: (i) the MyMotia Portal; and (ii) Google Play Store; or (iii) the Apple App Store. The Customer will be responsible for the correct setting up of Users and Vehicles on the Portal. All data added to the Portal and App must be accurate, up to date, truthful and not misleading.
- 3.6. Users of the App must have an internet enabled eligible mobile device, which is connected to the internet. Users must use the most up to date version of the App that is available from either the Apple App Store or Google Play Store.
- 3.7. Users may incur and are solely responsible for any charges from their mobile phone network operator for downloading the App and using the Motia Vehicle Safety Checks Services.
- 3.8. A free version of Motia Vehicle Safety Checks can be downloaded at any time from the Apple App Store or Google Play Store. The free version contains only limited features. Motia is not required to provide any documentation, support, telephone assistance, or enhancements or updates to the App and/or Portal.
- 3.9. The App and / or Portal must not be used whilst driving on private or public roads throughout the UK. The Highway Code must be followed correctly for the use of mobile phones whilst driving.
- 3.10. Security of the App and Portal is important to Motia. While Motia will take reasonable, appropriate measures, Motia cannot guarantee that the App and Portal will always be available, fault free and secure or that it will be free from viruses or other harmful programmes. You acknowledge that you are aware of, and accept this risk, including, without limitation, the risk that an unauthorised third party may gain access to your App and Portal which contains personal and confidential information and that the security of personal devices is the sole responsibility of the Customer.
- 3.11. The Customer will not, and shall ensure any Users do not, use the App in any way that: (a) breaches any applicable law; (b) is unlawful or fraudulent; (c) intends to cause harm to any property or person; (d) bullies, intimidates or humiliates any person; (e) transmits, or procures the sending of, any solicited or unauthorised advertising or promotional material or any other form of spam; and (f) transmits as viruses, Trojan horses or any other harmful programmes.

4. CONSEQUENCES OF TERMINATION

- 4.1. Immediately upon termination of the Contract:
 - 4.1.1. the Customer shall stop using the Motia Vehicle Safety Checks Portal and App and the Service will be cancelled by Motia;
 - 4.1.2. the whole outstanding balance of the Customer's account shall (at Motia's discretion) become due and payable in full to Motia; and
 - 4.1.3. the right of the Customer to use the App and Portal shall terminate (but without prejudice to the Customer's liability for the use of the Portal and App after termination or to the rights of Motia already accrued at the date of termination).

5. CANCELLATION

- 5.1. If the Customer wants to cancel the Motia Vehicle Safety Checks Service under the Contract then this must be done in writing and an email sent to support@motia.com stating the Customer's account number and company name, or a letter sent to Motia, Alexandra House, Lawnswood Business Park, Redvers Close, Leeds, LS16 6QY. Once the Customer has cancelled the Contract or the Contract has otherwise been terminated Motia will cancel access to the Portal with immediate effect. The Customer will no longer have access to the Portal. If the Customer wishes their Customer Data to be returned to them then they must confirm this in writing at the same time as the request to cancel the Service or notice of termination, as the case may be, the Customer's data will then be securely sent to the Company Manager email address. A fee will be charged for this request. The Customer will be notified of the fee in advance of the data being returned to the Customer. If the Customer does not request the return of the data then all the data will be deleted completely from Motia's system 12 months after the Contract was cancelled or terminated without any further notice to the Customer.
- 5.2. Failure to cancel the Service will result in payment still being taken.
- 5.3. Motia may cancel or suspend the Portal and / or App any time without notice and reserves the right to refuse to reopen the Service.

6. LIABILITY

- 6.1. These provisions shall apply in respect of Motia's liability in respect of provision of Motia Vehicle Safety Checks, and are in addition to the liability provisions set out in clause 11 of the Motia General Terms and Conditions.
- 6.2. Subject to clauses 19.1 and 9.2 of the Motia General Terms and Conditions, Motia's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise (including under any indemnity), arising in connection with Motia's performance or contemplated performance under this Addendum 3 (Motia Vehicle Safety Checks – Special Terms and Conditions) shall be limited to the lower of: (a) the total Charges paid by the Customer for Motia Vehicle Safety Checks; or (b) £100,000.

ADDEDNDUM 4

MOTIA VEHICLE MAINTENANCE – SPECIAL TERMS AND CONDITIONS

The following Terms and Conditions govern your use of the Motia Vehicle Maintenance, which enables you to have Works carried out on your vehicle by third parties.

1. DEFINITIONS

- 1.1. In addition to the definitions set out in the Motia General Terms and Conditions, in this Addendum 4 the following words, terms or expressions will have the following meanings:

"Card Company"	means the relevant fuel card supplier which has authorised Motia to issue Cards to Customers on its behalf.
"Motia Vehicle Maintenance"	means the portal operated by Motia by which the Customer can use to book a vehicle in for Service, Maintenance and/or repair. Where they approve the Work that needs to be completed and this is subsequently invoiced to the customer by Motia.
"Supplier"	means the authorised person, company or partnership (Garage, whether independent or Franchised) that is accepted on the 1Link garage network and which operates a Site and sells the Goods and/or services.
"Works"	means the service, maintenance and repair services that maybe carried out on the Customer's vehicle(s) by a Supplier.

2. ACCEPTANCE

- 2.1. All quotations, offers and/or tenders are made and all orders using Motia Vehicle Maintenance are accepted by Motia subject to these Special Terms and Conditions. All prices quoted are subject to alteration or withdrawal by Motia from time to time without notice.
- 2.2. These Motia Vehicle Maintenance Terms and Conditions (as amended) shall apply to all orders made using the Portal, through Motia Vehicle Maintenance by the Customer, unless Motia notifies the Customer otherwise.

3. PURCHASE OF GOODS AND/OR SERVICES AND PRICING

- 3.1. Completed work through Motia Vehicle Maintenance by the Customer shall be invoiced at the price shown in Motia Vehicle Maintenance, that has been approved by the Customer plus a reasonable handling fee. Full details of all costs and charges shall be made clear to the Customer prior to the Customer entering a transaction.
- 3.2. All prices are subject to all Government or other taxes, duties, levies, charges, surcharges, assessments or impositions where applicable at the appropriate rate and any variation of the same at any time for the account of the Customer.

4. PAYMENT

- 4.1. Payment of each invoice shall be made in one payment by the Customer in full and cleared funds in the timescales and in accordance with the payment terms detailed on the relevant invoice.
- 4.2. If the Customer fails to pay an invoice by the due date (as referred to in clause 4.1), Motia may at its discretion:
- 4.2.1. place the Account on stop and suspend the Motia Vehicle Maintenance service; and/or
- 4.2.2. place the Account on stop and suspend the Customer's ability to use Motia Vehicle Maintenance.

5. CONSEQUENCES OF TERMINATION

- 5.1. In the event of termination of Motia Vehicle Maintenance:
- 5.1.1. the Customer shall cease using Motia Vehicle Maintenance;
- 5.1.2. the whole outstanding balance of the Customer's account shall (at Motia's discretion) become due and payable in full to Motia; and
- 5.1.3. the right of the Customer to use the Portal on Motia Vehicle Maintenance shall terminate (but without prejudice to the Customer's liability for the use of the Card after termination or to the rights of Motia already accrued at the date of such termination).

6. LIMITATION OF LIABILITY – MOTIA VEHICLE MAINTENANCE

- 6.1. These provisions shall apply in respect of Motia's liability in respect of provision of Motia Vehicle Maintenance, and are in addition to the liability provisions set out in clause 11 of the Motia General Terms and Conditions.
- 6.2. The Customer acknowledges that Motia will sub-contract the provision of the Works to the Suppliers. The Customer acknowledges that in the event the Customer does not authorise a transaction for the supply of Works via Motia Vehicle Maintenance within 60 minutes of it being presented to the Customer, and the Customer has not been required to make payment upfront in accordance with clause 7.8 of the Motia General Terms and Conditions, Motia may reject such Works on the Customer's behalf.
- 6.3. Motia warrants that on delivery, the Works shall be free from material defects in design, material and workmanship; be of satisfactory quality (within the meaning of the Consumer Rights Act 2015); and be fit for any purpose held out by Motia. Motia will to the extent permissible pass on to the Customer the benefit of any warranty given by the Suppliers.
- 6.4. Subject to the following paragraph, if (i) the Customer gives to Motia and its Supplier notice in writing within a reasonable time of discovery that some or all of the Works do not comply with the warranty set out above, (ii) Motia or the Supplier are given a reasonable opportunity of examining such Works and (iii) the Customer (if asked to do so by Motia) return the relevant vehicle to the Supplier's place of business, then Motia shall, at Motia's option either repair or replace the defective Works or refund the price of the defective Works in full.
- 6.5. Motia shall not be liable for the failure of the Works to comply with the above warranty if (i) the Customer makes any further use of the relevant vehicle after giving a notice in accordance with the paragraph above, unless authorised by Motia to as reasonably necessary to drive the relevant vehicle to a home or business address or a garage, (ii) the relevant vehicle is altered or repaired by or on behalf of the Customer without Motia written consent or that of Motia Supplier, or (iii) the defect arises as a result of fair wear and tear, wilful damage, negligence, abuse or abnormal working conditions.
- 6.6. Except as provided above Motia shall have no liability to the Customer in respect of the failure of the Works to comply with the warranty set out above. The above terms shall apply to any repaired or replacement Works supplied by Motia as above. Motia warrants to you that the Works will be provided using reasonable care and skill. If the Customer gives to Motia and the Supplier notice in writing within a reasonable time of

discovery that the Works do not comply with the warranty set out above Motia shall, at Motia option, re-perform the Works or refund the price of the defective Works in full.

- 6.7. Motia and any of its employees, representatives, sub-contractors or agents of Motia shall not be liable to the Customer in respect of any inaccurate information about purchases of Works made by use of Motia Vehicle Maintenance where such inaccuracy is caused by incorrect information provided by the Customer or a Supplier.
- 6.8. Motia shall not be liable in any way if the Supplier refuses to supply the Works for any reason whatsoever.
- 6.9. The terms of this clause 6 shall continue in force notwithstanding the termination of the Contract.

7. MOTIA WEBSITE

Fees may be charged if the Customer asks Motia to supply information or undertake tasks that are available or could be undertaken via the Motia Vehicle Maintenance website. The Customer must comply with the website conditions (below), and not allow anyone else to use the Customer's password and other access permissions. Motia may at any time withdraw permission for the Customer to access the website. The Customer must keep any security or access codes confidential, and tell Motia immediately if anyone else knows or has had access to the codes.

CONTACT DETAILS

You can contact us in the following ways:

By email: support@motia.com

By phone: 0113 298 1000

(08:45am to 5.00pm, Monday to Friday not including bank holidays)

By post – Motia, Alexandra House, Lawnswood Business Park, Redvers Close, LS16 6QY

ADDEDNDUM 5

TELE-GENCE SPECIAL TERMS AND CONDITIONS

These Tele-Gence Special Terms and Conditions govern the use of Tele-Gence..

1. DEFINITIONS

- 1.1. In addition to the definitions set out in the Motia General Terms and Conditions, in this Addendum 5 the following words, terms or expressions will have the following meanings:

"Charges Schedule"	means the charges set out in the Order.
"Data Collection Device"	means an electronic device that can be used for obtaining, capturing and transmitting images (both moving and still), Location Data, asset operations and asset performance via satellite tracking and for sending and receiving such data.
"Fixed Contract Customer"	means a customer who purchases or rents the Hardware and avails of Tele-Gence for a fixed contractual term and who pays monthly in advance by direct debit.
"Fleet"	means the Customer's vehicles or assets to be tracked via the Services.
"Flexible Pay Customer"	means a Customer who purchases the Hardware and then avails of Tele-Gence on a rolling monthly basis and who pays monthly in advance by direct debit.
"Hardware"	means vehicle tracking equipment and associated peripherals which may or may not include a SIM card and a Data Collection Device.
"Initial Term"	means the first time period of a grant of a licence to use the Hardware and paid for by the Customer as set out in the Order.
"Installation"	means fitting the Hardware into the Fleet in accordance with clause 2.
"Location Data"	means data on the geographical position of the Fleet and other messages sent to or by the Fleet.
"Prices"	means the price: a) for the Hardware and the Services set out in the Order; or b) as set out in the Charges Schedule from time to time; or c) as otherwise agreed in writing between the Customer and Motia.
"SIM"	means Subscriber Identity Module card providing network airtime.
"Tele-Gence Lite"	means a version of the Tele-Gence Platform which is associated with the self installed devices, the specification for which is set out on the Motia website.
"Tele-Gence Platform"	means the IT system that runs Tele-Gence.
"Tele-Gence Pro"	means full access to all of the Tele-Gence Platform and associated reports the specification for which is set out on the Motia website.
"Tele-Gence Software"	means Motia'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.
"Tele-Gence"	the telematic service provided to Customers by Motia using the Hardware and Software, and available as Tele-Gence Lite and Tele-Gence Pro.
"Termination Fee"	means an amount equivalent to the Prices payable by the Customer to Motia for Tele-Gence for the remainder of the term of the contract where the Customer is a Fixed Contract Customer or for three months where the Customer is a Flexible Pay Customer.

2. INSTALLATION AND DELIVERY

- 2.1. Unless otherwise agreed in writing:

- 2.1.1. All Hardware will be delivered by Motia to the Customer's address set out on the Order or to such other address as may be agreed in writing by the parties.
- 2.1.2. Risk for the Hardware will pass from Motia to the Customer when the it is delivered to, or where applicable collected by, the Customer.
- 2.1.3. Where the Customer arranges for installation of the Hardware or appoints another person to install the Hardware:
Motia shall not be liable for any loss or damage whatsoever, arising directly or indirectly, as a result of any negligence or failure to comply with Motia's instructions in installing the Hardware; and
- 2.1.4. Where the Customer requests Installation of the Hardware by Motia an Installation date will be agreed with the Customer and the Installation may be performed by a third party engaged by Motia and the Customer shall have access to Tele-Gence. Without prejudice to the provisions of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 when a sale or provision of a service is to a consumer, where the Customer cancels an arranged Installation with less than twenty-four (24) hours' notice, or otherwise fails to present the vehicle at the agreed date, time or place of Installation Motia may charge the Customer a late cancellation charge as set out at [Motia Standard Fee and Tariff webpage](#) to cover Motia's reasonable wasted costs in making staff and materials available.

- 2.2. Where the Customer purchases the Hardware from Motia, title to the Hardware (excluding where applicable, the SIM card) will pass from Motia to the Customer upon the later of:

- 2.2.1. delivery of the Hardware; or
- 2.2.2. receipt by Motia of all amounts due from the Customer under any Contract or other agreement.

- 2.3. Until title to the Hardware (excluding where applicable Tele-Gence Software and SIM card) has passed to the Customer, the Customer will hold the Hardware as bailee of Motia and will as applicable: (i) store the Hardware in a secure, safe, dry and clean environment separately from other

products and goods; (ii) ensure that the Hardware is easily identifiable as belonging to Motia; (iii) not deface, destroy, alter or obscure any identifying mark on the Hardware or their packaging; (iv) ensure that no charge, lien or other encumbrance is created over the Hardware; and (v) deliver up the Hardware to Motia upon demand.

- 2.4. Where a Customer has not paid for the Hardware, the Customer's right to possession of the Hardware shall terminate immediately in the event of:
- 2.4.1. 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.
 - 2.4.2. the Customer ceases to trade; or
 - 2.4.3. the Customer seeks to or does encumber in any way the Hardware.
- 2.5. Motia 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.

3. CUSTOMERS USE OF TELE-GENCE

- 3.1. The Customer shall use Tele-Gence solely for its intended purpose, in a careful and proper manner in compliance with Motia's instructions and specifications and, in particular, acknowledges the need to familiarise itself with the impact of the use of Tele-Gence on Personal Data, for example by way of a data privacy impact assessment and other similar controls required under Data Protection Laws and Regulations.
- 3.2. The Customer acknowledges and agrees that Tele-Gence is only for use within the United Kingdom and Motia may charge the Customer for any costs, damages or other expenses incurred by Motia due to the Customer using Tele-Gence outside of the United Kingdom.
- 3.3. The Customer acknowledges and agrees that Tele-Gence is subject to the following data usage limits (per month):
- 3.3.1. Asset Trackers: 5GB
 - 3.3.2. 2 & 3 wire: 10GB
 - 3.3.3. Camera's: 250GB.

4. CHARGES AND PAYMENTS

- 4.1. Unless as otherwise agreed in writing between the Customer and Motia, the applicable Prices in respect of Tele-Gence provided to the Customer by Motia shall be as set out in the Order.
- 4.2. Unless agreed differently in the Order or between Motia and the Customer in writing, the Customer shall pay the invoiced Prices, via direct debit, to Motia in accordance with this clause and as specified in the Order.
- 4.3. The Customer shall pay the relevant charges set out on the Motia Website where their data usage goes above those limits set out in clause 3.3.
- 4.4. All Prices indicated in marketing material and on price lists or otherwise payable under a Contract are exclusive of all value-added and other taxes and duties applicable to the sale, licensing and supply of the Products or provision of Tele-Gence which will be payable by the Customer.

5. HARDWARE WARRANTY

- 5.1. Motia warrants that on delivery, and for a period of 12 months from the date of delivery (the "**Warranty Period**"), the Hardware shall:
- 5.1.1. conform in all material respects with their description;
 - 5.1.2. be free from material defects in design, material and workmanship;
 - 5.1.3. be of satisfactory quality (within the meaning of the Consumer Rights Act 2015); and be fit for any purpose held out by Motia.
- 5.2. Subject to clause 5.3, if:
- 5.2.1. the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 5.1;
 - 5.2.2. Motia is given a reasonable opportunity of examining such Products; and
 - 5.2.3. the Customer (if asked to do so by Motia) returns such Products to Motia's place of business at the Customer's cost,
- Motia shall, at its option, repair or replace the defective Hardware, or refund the price paid for the defective Hardware in full (where the Customer has purchased such Products).
- 5.3. Motia shall not be liable for the failure of the Hardware to comply with the warranty in clause 5.1 if:
- 5.3.1. the Customer makes any further use of such Products after giving a notice in accordance with clause 5.2.
 - 5.3.2. the defect arises because the Customer failed to follow Motia's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Hardware or (if there are none) good trade practice;
 - 5.3.3. the Customer alters or repairs such Hardware without the written consent of Motia;
 - 5.3.4. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 5.4. Motia does not warrant that:
- 5.4.1. the Customer's use of Tele-Gence will be uninterrupted or error free; nor that Tele-Gence will meet the Customer's requirements;
 - 5.4.2. the Customer's receipt or use of Tele-Gence will ensure its compliance with, or satisfaction of, any regulatory, statutory or any other obligations; and
 - 5.4.3. Tele-Gence will be free from any delays, delivery failures, or any other loss of data over communications networks and facilities, including the internet, and the Customer acknowledges that Tele-Gence may be subject to limitations, delays, and other problems inherent in the use of such communications networks and facilities; and
 - 5.4.4. Tele-Gence differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.5. Except as provided in this clause 5 Motia shall have no liability to the Customer in respect of failure of the Hardware to comply with the warranty set out in clause 5.

6. LIMITATION OF LIABILITY

- 6.1. These provisions shall apply in respect of Motia's liability in respect of provision of Tele-Gence and are in addition to the liability provisions set out in clause 11 of the Motia General Terms and Conditions.
- 6.2. Subject to clause 12.1 and clause 12.2 each of the Motia General Terms and Conditions, Motia's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise (including under any indemnity), arising in connection with Motia's performance or contemplated performance under this Addendum 5 (Tele-Gence – Special Terms and Conditions) shall be limited to £5,000 or a sum equal to 125% of the fees paid for Tele-Gence by the Customer during the 12 months immediately preceding the date on which the claim arose (whichever is the higher).

7. TERM AND TERMINATION

- 7.1. The Contract will come into force on the Commencement Date, and will continue in force until:
- 7.1.1. for a Fixed Contract Customer who is purchasing Tele-Gence, the later of completion of: (i) performance of Tele-Gence as set out in the Order; and (ii) the receipt by Motia of all amounts due to Motia under the Contract;
- 7.1.2. for a Flexible Pay Customer Contract, when terminated by either Party and, in the event of termination by the Customer, payment of the Termination Fee.
- 7.2. For a Fixed Contract Customer, (unless the Contract is terminated earlier in accordance with the terms of the Contract) the Contract shall automatically continue from the expiry of the original fixed term until the next following anniversary of the Commencement Date until terminated by either party on three months prior written notice such notice to expire no earlier than the expiry date of the fixed term set out in the Order.
- 7.3. Motia may, without prejudice to any of its other rights arising under this Contract, on giving written notice, terminate the Contract:
- 7.3.1. on not less than 28 calendar days' notice, such notice to expire on the last day of any calendar month; or
- 7.3.2. with immediate effect, if:
- (a) 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 14 calendar days after notice in writing, specifying the breach and requiring the same to be remedied, has been given; or
 - (b) 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
 - (c) 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.
- 7.4. In the event of termination in accordance with clause 9.3 of the Motia General Terms and Conditions, the Customer shall pay any unpaid fees covering the remainder of the Initial Term and any subsequent Renewal Period.
- 7.5. In event that a Flexible Pay Customer gives notice to terminate its Contract with Motia, the Flexible Pay Customer shall pay Motia any fees relating to termination as set out in the Motia General Terms and Conditions and these Special Term and Conditions.

ADDENDUM 6

MOTIA TELEMATICS SPECIAL TERMS AND CONDITIONS

1 INTERPRETATION

- 1.1 In addition to the definitions set out in the Motia General Terms and Conditions, in this Addendum 6 the following words, terms or expressions will have the following meanings:

"Equipment"	means the following equipment set out in the Contract Agreement and to be supplied by Motia to the Customer, being: a) the Hardware, and; b) the SIM-cards.
"Hardware"	means all physical items required to ensure the minimum necessary requirement for the Contract to be fulfilled;
"Service Providers"	means any third party service providers associated with the fulfilment of the Contract;
"SIM-cards"	means the SIM-cards provided by Motia to the Customer pursuant to the Order;
"Solution Packages"	means the various Hardware and Motia Software bundles specified in the Order;
"Telematics Services"	means the services to be supplied by Motia or Service Providers to the Customer, being: a) installation of the Hardware; b) support services; c) internet connectivity services; d) other services connected the fulfilment of the Contract.
"Territory"	means the territory specified in the Order;
"Value Added Tax or VAT"	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Equipment;
"Year"	means a consecutive period of 12 months commencing on the date of the Contract and each consecutive period of 12 months thereafter.

2 APPLICATION OF THESE TERMS AND CONDITIONS

- 2.1 Where an Order is for Motia Telematics, each Order shall be for the purchase of:

- 2.1.1 the Hardware;
 - 2.1.2 a licence of the Motia Software and the SIM-cards to be used for the provision of Motia's web-based vehicle monitoring platform;
 - 2.1.3 the benefit of the Services,
- and these Special Terms and Conditions shall apply.

3 PRICE

- 3.1 The price for the Equipment and Services will be as set out in the Order.
- 3.2 The price for the Equipment and Services does not include Value Added Tax which will be charged in addition at the then applicable rate.

4 PAYMENT

- 4.1 Motia shall issue its invoice for the Telematics Service:
- 4.1.1 Where the Customer is purchasing the Hardware and Services (if applicable) outright, following the Commencement Date;
 - 4.1.2 Where the Customer is renting the Hardware and Services (if applicable) from Motia, monthly in advance; and
 - 4.1.3 Where the Customer is making an upfront payment for Hardware and Services (if applicable), following the commencement Date;
- 4.2 Motia will invoice the Customer for the Services monthly in advance.
- 4.3 The Customer hereby authorises Motia to collect the payments due from the Customer's bank account by direct debit as specified in the Contract.

5 DELIVERY AND INSTALLATION

- 5.1 Unless the Customer wishes to install the Equipment themselves, the Equipment will be delivered, configured and installed by or for Motia at such times and locations as are agreed between Motia and the Customer.
- 5.2 Where the Customer wishes to install the Equipment themselves, they shall follow all installation instructions provided by Motia and those which are provided with the Equipment.
- 5.3 The Customer warrants that it has the right to install the Hardware in the vehicles being used for that purpose and that such installation will not breach any law, regulation or third party right and accordingly the Customer indemnifies Motia against any loss whatsoever and howsoever arising accordingly.
- 5.4 Motia will use its reasonable endeavours to meet delivery dates but such dates are approximate only, and time of delivery is not of the essence.
- 5.5 Motia will not be liable for any delay in or failure of delivery caused by:
- 5.5.1 the Customer's failure to:

- (a) make the agreed location available;
- (b) prepare the agreed location in accordance with Motia's instructions; or
- (c) provide Motia with adequate instructions, for delivery and installation of the Equipment
- (d) third party delivery provider failure;

5.5.2 an event of Force Majeure.

5.6 Motia reserves the right to charge the Customer a cancellation fee for each Hardware unit agreed to be installed, in the event that the Customer cancels or changes the agreed delivery date with less than 48 hours written notice having been given to Motia.

5.7 Motia will provide the Services to the Customer in accordance with the Contract.

6 TITLE AND RISK

6.1 Risk in the Hardware will pass to the Customer on completion of installation under clause 5.1.

6.2 Title to the Hardware will only pass to the Customer where the Customer has purchased the Hardware outright and Motia has received payment in full.

6.3 Title in the SIM-cards will remain with Motia.

7 OBLIGATIONS OF THE CUSTOMER

7.1 The Customer will:

7.1.1 co-operate fully with Motia in relation to delivery, configuration or installation of the Equipment including but not limited to ensuring that it has properly functioning browser software and Internet access to the Motia Software of appropriate capacity and that the place of installation has mobile internet coverage of appropriate capacity;

7.1.2 where applicable, co-operate fully with Motia in relation to de-installation of the Equipment on termination; and

7.1.3 only use the Equipment for the tracking of its vehicles and reporting thereof in the Territory.

7.2 Where the Customer is hiring the Equipment from Motia, the Customer shall:

7.2.1 ensure that the Equipment is used only for the purposes for which it is designed, and operated in a proper manner in accordance with any operating instructions;

7.2.2 maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on Delivery (fair wear and tear only excepted);

7.2.3 make no alteration to the Equipment and shall not remove any existing component (or components) from the Equipment without the prior written consent of Motia;

7.2.4 permit Motia or its duly authorised representative to inspect the Equipment at all reasonable times, and shall grant reasonable access and facilities for such inspection; and

7.2.5 not, without the prior written consent of Motia, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or the vehicle it is attached to, or allow the creation of any mortgage, charge, lien or other security interest in respect of it.

7.3 The Customer acknowledges that Motia shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify Motia in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Motia arising out of, or in connection with any failure by the Lessee to comply with its obligations in this clause 7.3.

7.4 The Customer acknowledges and agrees that Tele-Gence is subject to the following data usage limits (per month):

7.4.1 Asset Trackers: 5GB

7.4.2 2 & 3 wire: 10GB

7.4.3 Camera's: 250GB.

8 LIABILITY

8.1 The provisions of the Motia General Terms and Conditions in respect of liability (clause 11) shall apply to the Telematics Services in addition to the provisions of this clause.

8.2 Motia excludes all liability whatsoever and howsoever occurring in respect of any loss or damage incurred by the Customer as a result of:

8.2.1 any delay in installation of the Equipment caused by the Customer's failure to provide access to its vehicles or otherwise comply with Motia's reasonable instructions;

8.2.2 any damage caused to the Customer's vehicles during installation of the Equipment, provided that Motia has used reasonable endeavours to minimise such damage.

8.2.3 any Equipment which has been modified or used by the Customer other than in accordance with these Special Conditions:

8.2.4 any action or omission done by Motia in reliance of a warranty provided by the Customer pursuant to these Special Conditions;

8.2.5 damage to the Equipment caused by water ingress, fire or other than by the fault of Motia;

8.2.6 any defect in the Equipment not notified to Motia within the earlier of 4 weeks of discovery of the defect, or within 4 weeks of the date upon which the Customer ought to have been reasonably aware of the defect; and

8.2.7 failure of any Service Provider to fulfil the Contract:

- 8.3 Other than as set out in the Motia General Terms and Conditions, Motia limits its liability (however arising) in respect of or in connection with the Equipment or Services, and otherwise in connection with the Contract, to the net price paid or to be paid by the Customer to Motia in the six months immediately prior to the date on which the loss or damage occurred.
- 8.4 The Customer acknowledges that the Equipment's functions are dependent on factors outside of Motia's control, including but not limited to, internet and GPS availability via third party providers, cellular infrastructure, mapping software, the user's physical location and satellite geometry. Accordingly, Motia will not be liable for loss or damage incurred in relation to, and does not provide warranties in respect of, the accuracy of any data where it has been adversely affected by such factors.
- 8.5 Where title to Hardware remains with Motia, the Customer shall be liable for up to a maximum amount of £500 in respect of each item of Hardware which has been damaged as a result of unauthorised de-installation by the Customer or any person authorised by it or under its control, or any other damage attributable to the fault or omission of the Customer or any person authorised by it or under its control.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 Nothing in the Contract will affect the rights (including Intellectual Property Rights) in the Equipment and Services which are and shall remain vested in Motia.
- 9.2 To the extent that the Motia Software or SIM-cards are used or incorporated into Equipment or Services then the parties acknowledge and agree that the Customer is licensed to use the same upon the terms set out in clause 9.3.
- 9.3 Motia hereby grants to the Customer a non-exclusive and non-transferable licence, revocable only for breach by the Customer of the terms of the Contract, to use the Motia Software and SIM-cards solely to the extent necessary to use the Hardware and receive the benefit of the Services.
- 9.4 The Customer:
- 9.4.1 will not use the Motia Software or SIM-cards for any other purpose;
 - 9.4.2 will not modify or reverse engineer or take any similar action in relation to any propriety software of Motia;
 - 9.4.3 hereby assigns to Motia, on their creation, all Intellectual Property Rights which arise or are created by any use by it of, or work done by it on, the Motia Software.

10 TERM AND TERMINATION

- 10.1 Where the Contract includes the provision of Telematics Services, the Contract will continue from the Commencement Date for the initial term set out in the Order (the "**Initial Term**"). Following the Initial Term, the Agreement shall automatically renew for consecutive periods of 1 (one) year each (each a "**Renewal Term**"), unless either party gives written notice of its intention not to renew at least 3 (three) months prior to the date on which the Agreement would otherwise renew.
- 10.2 Upon the expiry of the Term for whatever reason:
- 10.2.1 where the Hardware has been rented by the Customer, the parties agree that de-installation shall be carried out by Motia. The Customer will pay to Motia a de-installation fee of (£75 for each vehicle which has Hardware installed} multiplied by (the number of Solution Packages purchased by the Customer); and
 - 10.2.2 Where the Hardware has been purchased by the Customer, de-installation by Motia is not mandatory. If the Customer requests de-installation by Motia regardless, the de-installation fees set out at clause 10.2.1 shall apply.
- 10.3 On termination of the Contract for any reason:
- 10.3.1 Motia will, within 30 Business Days, invoice the Customer for all Equipment delivered or provided but not yet invoiced and the Customer will pay such invoice within a further 10 Business Days (unless the invoice is disputed in good faith);
 - 10.3.2 Motia will, within 30 Business Days, invoice the Customer for the charges for the Service for the remainder of the Initial Term or Renewal Term (as applicable) and the Customer will pay such invoice within a further 10 Business Days;
 - 10.3.3 Customer will within 5 Business Days return any materials of Motia then in its possession or control at Customer's cost (including but not limited to SIM-cards); if it fails to do so, Motia may enter onto any premises owned by or under the control of the and take possession of them;
 - 10.3.4 all licences granted under these Special Conditions will terminate immediately, including but not limited to that of the Motia Software;
 - 10.3.5 the accrued rights and liabilities of the parties will not be affected; and
 - 10.3.6 any clause which expressly or by implication are to survive termination will do so.

ADDENDUM 7

MOTIA LEGAL SUPPORT SPECIAL TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1. In addition to the definitions set out in the Motia General Terms and Conditions, in this Addendum 7 the following words, terms or expressions will have the following meanings:

"Crisis Incident"	all blue-light / emergency-service-attended road traffic incidents including: (a) collisions; (b) speeding and traffic offences; (c) bridge strikes; (d) construction vehicle use violations; and (e) other blue-light-attended road traffic incidents
"Eligible Individual"	an individual Customer, or where the Customer is a company (or similar entity), an individual driving or performing duties as employees of the Customer.
"Facilitation Services"	introduction to and/or funding of the Motia Legal Support services supplied by LMP Legal up to the maximum fee agreed with LMP Legal for each Crisis Incident.
"LMP Legal"	LMP Legal Limited, a company registered in England and Wales with company number 14256565, and regulated by the Solicitors Regulation Authority ("SRA").
"Roadside Legal"	legal assistance and support to individuals involved in road traffic incidents in England and Wales, Scotland, Northern Ireland, and the Republic of Ireland provided by way of telephone advice via LMP Legal's dedicated 24/7 crisis response line.
"Roadside Legal Premium"	legal assistance and support to Eligible Individuals involved in road traffic incidents in England and Wales, Scotland, Northern Ireland, and the Republic of Ireland provided by way of telephone advice via LMP Legal's dedicated 24/7 crisis response line and representation at the initial police interview.

2. SCOPE AND APPLICATION

- 2.1. The Customer's subscription to the Motia Legal Support allows the Customer to engage with LMP Legal for the provision of legal support in the event of a Crisis Incident. The Motia Legal Support will either be Roadside Legal or Roadside Legal Premium. Motia does not provide legal services and is not authorised or regulated by the SRA. Motia only provides the Facilitation Services. LMP provides legal services, which within the scope of the Motia Legal Support are funded by Motia when utilised by the Customer in accordance with these terms and conditions.
- 2.2. The Motia Legal Support is provided by LMP Legal. LMP Legal provide the Motia Legal Support in England and Wales, and through their regulated partnership firm(s) for services outside of England and Wales.
- 2.3. Where an Eligible Individual wishes to engage LMP Legal to provide the Service, they will be engaging LMP Legal in accordance with the following documents:
- 2.3.1. the LMP Legal End Client Terms of Business – a [LMP Legal Terms of Business](#); and
- 2.3.2. the LMP Legal End Client SLA – [LMP Legal Service Level Agreement](#).
- together the **"LMP Legal Engagement Documents"**.
- 2.4. The contract for the provision of the Motia Legal Support is between the Customer and LMP Legal. Our funding of the Motia Legal Support is conditional on the Customer having paid the relevant subscription fees up to date. Where the Customer engages LMP Legal to provide services which fall outside the scope of the Motia Legal Support, the Customer shall be responsible directly to LMP for all fees payable to LMP in relation to such services.

3. SERVICE DESCRIPTION AND SCOPE OF THE SERVICE

- 3.1. In the event any Eligible Individual becomes involved in a Crisis Incident, they can call LMP Legal's 24/7 Crisis Response Line **0333 533 0073** for advice at the scene, wherever that may be in England and Wales, Scotland, Northern Ireland, and the Republic of Ireland.
- 3.2. The Motia Legal Support is activated upon notification to LMP Legal of the occurrence of a Crisis Incident involving an Eligible Individual. The Eligible Individual or their representative must contact the dedicated LMP Legal 24/7 Crisis Response Line immediately following the incident to receive support.
- 3.3. The Eligible Individual will receive advice and guidance over the telephone from a legal representative from LMP Legal.
- 3.4. A solicitor-client relationship is established between LMP Legal and the Customer or Eligible Individual when they call the 24/7 Crisis Response Line for advice following a Crisis Incident in England or Wales.
- 3.5. Where an individual calls the 24/7 Crisis Response Line following a Crisis Incident in Scotland, Northern Ireland or the Republic of Ireland, initial legal support may be provided by a legal representative qualified in England and Wales to assist in protecting the individual's immediate position.
- 3.6. If further reserved legal services or representation is required in respect of a matter arising in Scotland, Northern Ireland or the Republic of Ireland, the Customer will be referred to LMP Legal's regulated partnership network to a solicitor firm authorised by the appropriate body in the relevant jurisdiction, with whom a solicitor-client relationship may be established independently of LMP Legal.
- 3.7. If the Customer subscribes to Roadside Legal Premium, the Customer shall be entitled to legal representation at an initial police interview, from LMP Legal where the Crisis Incident is in the jurisdiction of England and Wales or will be referred to LMP Legal's regulated partnership network to a solicitor firm authorised by the appropriate body in the relevant jurisdiction, with whom a solicitor-client relationship may be established independently of LMP Legal.

- 3.8. Representation at an initial police interview is conditional upon the individual calling the 24/7 Crisis Response Line following a Crisis Incident and further notifying LMP Legal of the date, time and location of the police interview.
- 3.9. The Customer has free choice as to who they have legal representation from. However, the Facilitation Services will only fund the Motia Legal Support provided by LMP Legal.
- 3.10. The Eligible Individual may be entitled to legal aid in the case of more serious road traffic offences. The Facilitation Services do not cover the funding of any legal aid contribution the Eligible Individual may be assessed as having to pay, in the event that they are in receipt of legal aid.
- 3.11. Motia have no input into the type, nature or content of the legal advice provided. LMP Legal has entered into agreements with Motia as to the service levels they will agree to provide to the Customer, but that agreement is between Motia and LMP Legal to allow the Facilitation Services to be provided to the Customer. The Customer does not have any rights under those agreements. The Customer should refer to the LMP Legal Engagement Documents for details of the service levels LMP Legal are agreeing directly with the Customer.

4. PRICE AND PAYMENT

- 4.1. The subscription fee payable will be the fee stated on the tariff page www.motia.com/tariffs for the Roadside Legal or Roadside Legal Premium service that you have elected to have access to through the Facilitation Services.
- 4.2. The subscription fee is payable for the Facilitation Services whether or not to use the Motia Legal Support services supplied by LMP Legal.
- 4.3. The fees for the Motia Legal Support are met through payment of the subscription fee paid to Motia.

5. TERM AND TERMINATION

- 5.1. The Customer may terminate the subscription to the Facilitations Services at any time upon 30 days written notice to Motia.
- 5.2. The Customer's relationship with LMP Legal may be terminated in accordance with the LMP Legal Engagement Documents.
- 5.3. Service of termination on LMP Legal will not be sufficient to terminate the subscription with Motia, and service of termination on Motia will not be sufficient to terminate the engagement between the Customer and LMP Legal, as these are separate contractual relationships.

6. COMPLAINTS

- 6.1. If the Customer or Eligible Individuals are unhappy with the Facilitation Services, they should contact Motia's customer support on 0113 298 1000. If the Customer or Eligible Individuals are unhappy with the Motia Legal Support services supplied by LMP Legal details of how to complain can be found in the LMP Legal Engagement Documents.