

# RENEWAL AGREEMENT

THIS AGREEMENT is made the 1st day of DECEMBER 2014

BETWEEN:

- (1) TRACKER NETWORK (UK) LIMITED (Company number 02632771) whose registered office is at Otter House, Cowley Business Park, High Street, Cowley, Uxbridge, Middlesex, UB8 2AD (the 'Company'); and
- (2) Ian Redhead, Chief Executive of the Association of Chief Police Officers ('ACPO'), on behalf of ACPO.

WHEREAS:

- (A) The Company (formerly known as Stolen Vehicle Recovery Systems Limited) entered into a Protocol dated 2nd November 1992 (the 'Protocol' reproduced as Appendix 1) with the individual Chief Constables and Commissioners ('Chief Officers') highlighted above, regarding the implementation and operation of a computer based electronic system designed to assist the police in locating, tracking and recovering stolen vehicles in the police area for which they are responsible, such system therein referred to as the 'LoJack System', but now known as the 'TRACKER System'.
- (B) The Company has also entered into an agreement dated 25th November 1992 with each of the Police Authorities (the 'Licence' an example is reproduced as Appendix 2) whereby the Police Authorities granted to the Company a licence amongst other things to install, maintain and modify equipment used as part of the TRACKER System in police cars, aircraft and certain police premises.
- (C) The Chief Constable has assumed responsibility for all matters in connection with the TRACKER System previously dealt with by the Police Authorities.

## Renewal

1. The Licence, Protocol and previous renewal agreements have been in continuous existence since the signing of the Licence and Protocol in 1992. In consideration of the obligations given and received there under, the parties hereby agree to further renew and extend the Licence and the Protocol, with effect from 1st January 2015 until 31st December 2019 (unless terminated earlier in accordance with their terms), and the same may be extended for such further period(s) as may be mutually agreed. Negotiations for any such extension shall be agreed in principle not less than 6 months before expiry. The renewal affected by this Agreement is subject to the modifications set out herein. In the event of a conflict or ambiguity between the Protocol or the Licence and this Agreement, the terms of this Agreement shall prevail.
2. The Company will use its reasonable endeavours to ensure that its Police Tracking Computer interfaces with data display systems such as Mobile Data Terminals ('MDTs'). The Company shall use its reasonable endeavours to ensure that when information is displayed on such equipment by the TRACKER System, this will not adversely affect the operation or functioning of MDTs or other equipment within the vehicle or aircraft. The Company shall use reasonable endeavours to provide such display equipment as necessary for the TRACKER system to be displayed in vehicles not fitted with MDTs.
3. The Chief Constable will use reasonable endeavours to ensure that accurate records are maintained of all vehicles within their area that are fitted with the TRACKER System and supply the Company with this information when requested. Such information will include the Police Tracking Computer ('PTC') serial number, vehicle registration, date fitted and the identity of the technician or third party installer responsible for fitting the equipment.
4. . The Chief Constable will procure that the Chief Officers will use reasonable endeavours to ensure that any TRACKER equipment (including but not limited to components and equipment which form part of the Tracker System ('TRACKER Equipment'), when removed from a vehicle is returned to The Company for refurbishment/replacement prior to re-fitting.
5. At all times the TRACKER Equipment installed in any police vehicle or aircraft remains the property of the Company.

6. . The Company shall, when required, provide reports to Chief Officers, at intervals to be agreed, of information on successful detection and recovery of stolen property including but not limited to vehicles ("Stolen Property") through operation of the TRACKER System.
7. The Company shall when requested by the police provide information held on the Company's mainframe computer or paper records to assist with the prevention and detection of crime, provided that the request is accompanied by the relevant legal authorisation for the release of the data and such release is permissible under the Data Protection Act 1998 or any amendments thereto or replacements thereof (the 'Data Protection Act').
8. The Company and Chief Officers also agree to share information as is necessary for the effective recovery of Stolen Property and the prevention and detection of crime pursuant to Appendix A of this Agreement.

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10. The Company shall use reasonable endeavours to ensure that the TRACKER System shall comply in all material respects with the European Standard on After Theft Systems for Vehicle Recovery.
11. All costs of research and development carried out in connection with the TRACKER System shall be borne by the Company.
12. Upon termination of this Agreement by either party, the Company shall be entitled to remove all equipment and other technology supplied by it under this Agreement from police vehicles and/or premises, and Chief Officers shall procure that the Company is given such assistance as is reasonably necessary to remove the same.
13. The Company shall not be liable for any delay in performing or any failure to perform any of its obligations under this Agreement caused by force majeure including, but not limited to, acts of God, insurrection or civil disorder, civil disobedience, war or military operations, national or local emergency, acts or

omissions of Government, highway, regulatory or other competent authority, industrial action, fire, severe inclement weather, or any other cause beyond the Company's reasonable control.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first above written

**The Company**

Signed by: ..... )

David Wilson  
Director

For and on behalf of )  
TRACKER Network (UK) Limited )

Signature of David Wilson

Joyce Palmer

Name: d GV'-'\_t

TRACKER Network (UK) Limited,  
Otter House  
Cowley Business Park,  
Uxbridge  
UB8 - D

Signature of Ian Redhead

**The Police Force**

Signed by: ..... )

Ian Redhead, Chief Executive (ACPO) )

For and on behalf of )

The Association of Chief Police Officers )

In the presence of:-

Signature of Witness: • ± 'S.....

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## Appendix A

### Information Sharing between the Chief Constable and the Company

This appendix sets out as agreed in Paragraph 8 above the extent to which the Company and the Chief Constable shall share information to assist in the recovery of Stolen Property and the prevention and detection of crime.

#### **The Chief Constable will:**

1. Confirm to the Company that a report of theft has been made in relation to the vehicle fitted with the TRACKER System, to prevent the inappropriate use of the system by the keeper for other than the legitimate complaint of crime.
2. Notify or confirm for the Company when a vehicle has been recovered to allow the TRACKER System to be deactivated, so as not to make false calls or alerts to the police.

#### **The Company will:**

1. Confirm that the TRACKER System has been activated at the request of the keeper or other person having a legitimate right to do so.
2. Confirm that the TRACKER System has been deactivated when the vehicle has been recovered..
3. Abide by other requests from the police for information that falls outside this appendix by virtue of a legitimate application under the Data Protection Act.

#### **Both parties will:**

1. Share such other information with each other in relation to a TRACKER activated system that allows for the recovery of a Stolen Property and the prevention and detection of crime that does not reveal personal data outside the scope of this Agreement.

**APPENDIX 1**  
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LOJACK SYSTEM PROTOCOL

Preamble

- (1) This Protocol may not be used to create any rights in the collection of records of the Chief Constable of the Police for the City of London and the Metropolitan Police Districts to the effect that the Chief Constable of the Metropolitan Police Districts will not be liable for the operation of the LoJack System (as defined in the LoJack System Manual) in their territory.
- (2) The LoJack System is a computer based automatic system (for the purpose of this Protocol as modified herein) to be used by the Metropolitan Police Districts to track and recover stolen motor vehicles. It is a reciprocal arrangement between the Metropolitan Police Districts and the LoJack System owner of all rights to the LoJack System which provides for the grant to the Metropolitan Police Districts of a licence to install, use and operate a LoJack System in their territory.
- (3) The Police Authority may, in accordance with the provisions of the Police Act 1966, support the Metropolitan Police Districts in their operations and may provide for the Metropolitan Police Districts to have the use of the LoJack System with the Metropolitan Police Districts' equipment. It has been agreed that the Metropolitan Police Districts will be provided with the LoJack System and the Metropolitan Police Districts will be provided with the LoJack System for the Metropolitan Police Districts.
- (4) The Metropolitan Police Districts may, in accordance with the provisions of the Police Act 1966, support the Metropolitan Police Districts in their operations and may provide for the Metropolitan Police Districts to have the use of the LoJack System with the Metropolitan Police Districts' equipment. It has been agreed that the Metropolitan Police Districts will be provided with the LoJack System and the Metropolitan Police Districts will be provided with the LoJack System for the Metropolitan Police Districts.

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Each Participating Chief Constable acknowledges that the details and operation of the LoJack System and its components are confidential and cannot be disclosed to any third party without the prior written consent of the Chief Constable. This Confidentiality Agreement will bind all employees of the participating Chief Constable and any subcontractors, agents, officers or representatives of the forces engaged in the operation of the LoJack System.

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**Use of the LoJack System**

The Chief Constable acknowledges that the use of the LoJack System is for the recovery of stolen vehicles and for the recovery of lost property. The Chief Constable agrees to provide the necessary information to the Police for the recovery of stolen vehicles and for the recovery of lost property. The Chief Constable agrees to provide the necessary information to the Police for the recovery of stolen vehicles and for the recovery of lost property.

Dated this 1<sup>st</sup> day of October 1992...

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the Chief Constable of  
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Signature of Witness:



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**APPENDIX 2**  
**The Licence**

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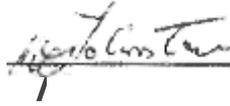
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