



## Terms and Conditions

*Please find below our legally binding terms and conditions when using the Taken RRF Ltd equipment and/or specialist recovery service. These terms and conditions must be agreed prior to registering for a Project Taken package.*

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### **a) The location of the stolen vehicle**

- a) Project Taken is a monitor, hunt and secure service when purchased with a compatible tracking device and subscription via Taken RRF Ltd. Project Taken does not include a recovery service or return to owner unless a Master subscription has been specified.
- b) Taken RRF will not be liable should we not be able to find and secure your stolen asset, however every available effort and resource will be used to try and find the asset.
- c) Taken RRF will not be liable for any damage to the stolen asset.
- d) Taken RRF will take no responsibility if the tracking equipment has been installed incorrectly, which results in a malfunction or theft of the vehicle.
- e) Project Taken subscribers should never attempt to recover a stolen asset. Subscribers should always contact Taken RRF via APP/Telephone/Web portal. Taken RRF will contact the Police and obtain a crime reference number on your behalf if the situation deems it and with your consent.
- f) If your vehicle is stolen and not recovered, Taken RRF will not refund any prepaid subscriptions or hardware purchase. Subscriptions can be cancelled at this point should you wish to or transferred to a new device.

### **b) Taken RRF Ltd Terms and Conditions of Services**

- a) These terms and conditions are considered by Taken RRF Ltd to fully set out the whole agreement between them and the subscriber regarding the goods and services provided by Taken RRF Ltd. By fitting a device and subscribing to a service you agree that these terms and conditions are therefore legally binding.
- b) The Project Taken service will be available to the subscriber no more than 48 hours following a successful installation of the hardware and the purchase of the chosen subscription with Taken RRF Ltd. Providing the subscriber adheres to the procedures outlined in this document, Taken RRF Ltd will use all reasonable and available measures to maintain the Project Taken service to the subscriber for the subscription period.
- c) The subscriber agrees to comply with the subscription procedures during the subscription period and also any future changes or amendments communicated to the subscriber by Taken RRF Ltd.
- d) Upon becoming aware that your vehicle has been stolen, the subscriber must take the following action immediately.
  - Notify the dedicated Project Taken control room, either by activating the relevant action on your APP or Desktop Portal or by Telephone

- The Project Taken control room WILL notify the Police on your behalf, so there is no need to call the authorities, unless you have witnessed/are witnessing the theft or have sound knowledge of the persons responsible and the exact location of the stolen asset
- e) Regardless of the manner in which the subscriber becomes aware the vehicle has been stolen, it remains the subscriber's responsibility to follow the procedure and inform the Project Taken control room. Taken RRF Ltd, due to certain factors outside of their control, makes no guarantees that a Project Taken subscription will lead to the successful location and return of the stolen vehicle.
  - f) Project Taken can be used in Europe but no guarantee of accuracy is made. Should you wish to use outside of the UK then the subscriber should notify Taken RRF. The Project Taken Monitor/Hunt/Secure service can be specified for Europe, however additional charges will apply and response times will vary depending on the location. **Project Taken is NOT available in Northern Ireland.**
  - g) It is the responsibility of the subscriber to ensure that all personal details are kept up to date by informing Taken RRF Ltd of any changes.
  - h) The Project Taken Covert Tracker and OBD Tracker are self install items. We recommend that the Covert 'Nano' tracker is installed by a suitably qualified auto electrician. No advice can be given by Taken RRF Ltd as to the installation procedure, as this will differ depending on the vehicle to which it is being installed.
  - i) Taken RRF reserve the right to levy a charge of £250 plus VAT for any false deployment of the taskforce that is not necessary. We reserve the right to make a decision on tactical deployment of a Hunter team should we strongly suspect that your vehicle has been stolen and we are unable to contact you to confirm this. It is the customers responsibility to inform us of the following events (not limited to)

Going away on holiday

Not informing Taken that you have given permission for someone to use the vehicle during a holiday

Failing to notify Taken that any geofence parameters have changed or are no longer required.

Telephone Number or Email Changes

Failure to pay the false deployment charge will result in subscription being cancelled and device being disabled with no redress of monies paid.

### **c) Subscriptions**

- a) All subscriptions must be paid in advance as outlined in the welcome pack. There is a minimum subscription period of 12 months. It is the requirement of the subscriber to set up the standing order to Taken RRF Ltd as outlined in the welcome pack.
- b) It is the responsibility of the subscriber to ensure that all payments are made and up to date to ensure continuation of the Project Taken service. Taken RRF Ltd makes no guarantee that a reminder will be issued at the end of the initial 12 month period. We recommend that you set up the standing order for the period you wish to use the service beyond the initial minimum requirement as a standing order gives the subscriber full control to cancel at any time through their individual bank.
- c) It is the responsibility of the subscriber to ensure that their vehicle is secured as they would normally and that the vehicle is fully insured and has a valid MOT certificate (if applicable) and that all steps are taken to keep keys safe and security devices used in good working order. It is also the responsibility of the subscriber to ensure that any hardware purchased

from Taken RRF Ltd is kept in good serviceable condition which includes maintaining a good level of charge on both the hardware and the vehicle that the tracker is associated with.

- d) Should any subscription be in arrears or not up to date, if your vehicle is stolen then Project Taken will not be activated when requested.
- e) Taken RRF reserves the right to increase or decrease their monthly subscription prices at any time with a minimum of 90 days notice to the subscriber. Should the subscriber be on a promotional rate which is guaranteed for 12 months, on month 13 the price will revert to the standard Project Taken subscription rates as listed on [www.takenrrf.co.uk](http://www.takenrrf.co.uk)

**d) Hardware Warranties**

- a) All Project Taken associated hardware is guaranteed for 12 months from date of purchase for the item becoming inoperative due to faults caused by defective components, workmanship or design. Should you experience a faulty unit then you should contact the Project Taken customer service department, where within the warranty period the item will be replaced free of charge and the original unit is to be returned.
- b) Taken RRF will not replace any items that have clearly been tampered with or damaged due to a vehicular collision or misuse.

**e) Limitation of Liability**

- a) Taken RRF Ltd shall not be liable under these terms for any loss or damage that was not caused by a breach by Taken RRF Ltd or its employees.
- b) Taken RRF shall not be liable for losses that result from its failure to comply with these terms which include, but are not limited to: Loss of income, Loss of revenue, Loss of Business and Loss of Data/Time invested/anticipated savings.

**f) Assignment**

- a) These terms and conditions are specifically related to the holder of the subscription and the vehicle that the tracking hardware is attached to. All the Project Taken units are transferable between vehicles and any other asset deemed at risk and trackable using the GPS/RF methods. When switching hardware between vehicles, you should contact Taken RRF Ltd and notify us of the changes. This ensures that should the vehicle be taken we can be sure we are looking for the right vehicle.
- b) The Project Taken specific hardware can be transferred with the vehicle ownership if the subscriber so wishes. The Project Taken subscription is NOT however transferable and the new owner of the hardware must subscribe and agree the terms and conditions outlined in this document.

**g) Suspension of Services**

- a) Taken RRF Ltd may at its own discretion, suspend the service without liability to correct any technical failure or to do essential maintenance or modification to the network or platform.
- b) Certain items that may affect service are beyond our control and we therefore accept no liability should the service fail due to and not limited to, act of God, civil unrest or disorder, war, military operations, national or local state of emergency, act of

government, industrial action, fire and severe weather or the functioning of GPS/GSM/VHF networks.

**h) General items**

- a) These terms are governed by UK law and as such are subject to the jurisdiction of the UK courts.
- b) Taken RRF Ltd reserve the right to amend the terms and conditions outlined in all sections of this document and will update all subscribers by post or email with no less than 30 days notice.
- c) Any notice required to be given by either parties in relation to the terms outlined in this document shall be given in writing and addressed to the parties at their listed addresses, supplied when the subscriber initially joins Project Taken unless notified otherwise.

**j) Data Protection**

- a) The subscriber is giving their information to Taken RRF Ltd, a privately owned UK registered company.
- b) Taken RRF will only use the subscriber's information to manage their individual Project Taken account and will never disclose the information to external parties without the subscribers consent. The only exception will be basic information which is necessary to be shared with the Police should your vehicle be stolen.
- c) Taken RRF Ltd, will, where deemed necessary record any telephone conversations in the interest of customer service, evidence gathering or fraud investigation.
- d) Taken RRF Ltd would like to keep our subscribers informed of any changes, promotions or developments with Project Taken by means of electronic mail or SMS. Should you wish us not to do this then please inform us in writing at our registered office or by telephone.