



COMM-SAFE TERMS AND CONDITIONS

Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- “Commencement Date”** means the date of Hire or the Supply of Services as set out in the Order Confirmation.
- “Confidential Information”** means, (in relation to either Party), information which is disclosed by one Party to the other Party pursuant to or in connection with this Contract, including (but not limited to), Price whether disclosed verbally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such.
- “Consequential Loss”** means in each case whether or not foreseeable at the date of the Order:
- any and all consequential, indirect, special, incidental, punitive and/or special loss and/or damage; and
 - loss and/or deferral or production, loss of Product, loss of goodwill, loss of use, loss of revenue, profit or anticipated profit, cost of capital, in each case whether direct, or indirect to the extent that such loss and deferral; and
 - claims for Service interruption or failure to supply, costs and expenses incurred in connection with labour overhead, transportation or substitute facilities or supply sources or any other loss or damage incurred as a result.
- “Consumable”** means any end-user replaceable part required for the proper functioning of the Equipment.
- “Contract”** means the terms contained within this agreement including any schedule and/or supporting documentation such as Order Confirmation.
- “Customer”** means the person or body corporate who accepts a Quotation or offer from the Supplier to supply.
- “Day”** means calendar Day.
- “Delivery Date”** means the date on which the Goods or Equipment are estimated to be delivered as stipulated in the Order Confirmation.
- “Deposit”** means any sum that may be payable to cover the non-return, loss, theft or non-accidental damage of the Equipment.
- “Equipment”** means items to be hired to the Customer by the Supplier as set out in the Order Confirmation that are subject to these Terms and Conditions.
- “Fair Wear and Tear”** means any damage or wear to Equipment that is not beyond that caused with regular operation of it, what constitutes such damage will be determined at the Supplier’s sole discretion.
- “Goods”** means the Goods to be supplied to the Customer from the Supplier as set out in the Order Confirmation that are subject to these Terms and Conditions.
- “Month”** means a calendar Month.



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“Order”	means Customer's Order, which constitutes a contractual offer to the Supplier, and the acceptance by the Customer, of these Terms and Conditions contained herein.
“Order Confirmation”	means Supplier's written contractual acceptance to supply the Customer and is a legally binds these Terms and Conditions contained herein to both Parties.
“Part Payment”	means any sum that may be payable at the time of Order, the balance to be paid at a later date to be agreed.
“Premises”	means, (in the case of the Customer) any address where the Supplier's Equipment may be held, Goods delivered to, or Services to be provided within.
“Price”	means the price stated within the Order Confirmation.
“Quotation”	means the estimated Price specified by the Supplier to the Customer.
“Representatives”	means any person not party to this agreement but acting upon any parties' behalf with the consent of that party.
“Services”	means the Services to be provided to the Customer from the Supplier as set out in the Order Confirmation that are subject to these Terms and Conditions.
“Supplier”	means Comm-Safe. Comm-Safe is a trading name of Park Road Investments (Scotland) LTD Registered address: 47 Park Road, Aberdeen, AB24 5PA. Registered in Scotland No: SC472360 VAT: 184665569.
“Terms and Conditions”	means these Terms and Conditions, the Contract and any Schedules as amended or supplemented at the relevant time.
“Third Party”	means any party which is not a representative of the Customer or Supplier.

Unless the context otherwise requires, each reference in these Terms and Conditions to:-

Writing, and any expression, includes a reference to any communication effected by electronic or facsimile transmissions, hard copy or any similar means.

A statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

A Schedule is a schedule to these Terms and Conditions; and

A Clause or Paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or where applicable, a paragraph of the relevant Schedule.

A “Party” or the “Parties” means the Parties to these Terms and Conditions either individually or collectively.

A Person - includes any employee or director of either party, body, corporate, unincorporated association, partnership or any other legal entity or consumer.

The Customer - where the Customer consists of two or more persons such expression throughout shall include such two or more persons and each or any of them.

All obligations on the part of such a Customer shall be joint and several obligations of such persons.

Any gender sensitive clause or wording shall include any other gender.

The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

Words imparting the singular number shall include the plural and vice versa.



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General Terms and Conditions

1 Communications

- 1.1** All notices sent pursuant to these Terms and Conditions, shall be in writing and be deemed duly served if signed by, or on behalf of, a duly authorised representative of the Party giving the notice. Notices shall be deemed to have been duly received as follows:
- 1.1.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - 1.1.2 when sent, if transmitted by facsimile or e-mail; or
 - 1.1.3 on the third Day following mailing, if mailed by Royal Mail, postage prepaid; or
 - 1.1.4 on the fifth Day following mailing, if mailed by airmail.
- 1.2** All notices under this Contract shall be marked for the attention of the person stated in the Purchase Order or as otherwise instructed by that party.
- 1.3** All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be provided in writing.
- 1.4** Any written typographical, clerical or other accidental errors or omissions in any sales literature, Quotation, price list, acceptance of offer, invoice, Order Confirmation or other document, information or other communication issued by the Supplier shall be subject to correction on such error being identified without any liability on the part of the Supplier.

2 General

- 2.1** These General Terms and Conditions and the following Terms and Conditions for Sale of Goods, Terms and Conditions for Supply of Services and Terms and Conditions of Hire shall be referred to herein, individually and collectively, as the “Terms and Conditions”.
- 2.2** The Supplier shall quote for, supply and Invoice the Customer in accordance with the Order Confirmation which shall be subject only to these Terms and Conditions for Sale of Goods.
- 2.3** The Customer shall accept delivery and pay the Supplier in accordance with the Order Confirmation and Invoice, which shall be subject only to these Terms and Conditions.

3 Application of Terms and Conditions and Exclusions

- 3.1** These Terms and Conditions, together with any other Special Conditions agreed to in writing by both parties, shall constitute the entire Contract between them. No variation or amendment to these Terms and Conditions shall be binding on either party unless agreed in writing between the authorised Representatives of the Customer and the Supplier.
- 3.2** Equipment, Goods and/or Services provided to the Customer by the Supplier shall be to the exclusion of any other Terms and Conditions that may have existed between the Parties, and shall be subject only to these Terms and Conditions, these Terms and Conditions are to have primacy over any other Terms and Conditions used by the Customer.
- 3.3** Each party acknowledges that neither Party gives any warranty or relies on any representation, warranty or any other provision except as expressly provided in the documents comprising this agreement, and that all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 3.4** Each party acknowledges that, these Terms and Conditions supersede all previous communication, representation or agreement, either verbal or written, with respect to the subject matter of these Terms and Conditions. No prior representation or statement relating to the Customer’s Order made by the Supplier, which are not stated herein, shall be binding on the Supplier.



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- 3.5** Illustrations, photographs, specifications or descriptions whether in catalogues, brochures, price lists, other documents, written or verbal communication issued by the Supplier are intended as a guide only and shall in no way be considered to amount to a warranty or guarantee as to the actual item concerned and shall not be considered as being binding on the Supplier or form any part of this or any Contract or agreement with the Customer.
- 3.6** Nothing in this Contract shall create, or be deemed to create, a partnership, or the relationship of principal and agent, or employer and employee, between the parties or its Representatives.

4 Quotations and Price

- 4.1** The Supplier's Quotation will be valid for 30 Days from the date issued unless withdrawn by the Supplier. Quotations issued by the Supplier are subject to change at any time and may be withdrawn at any time without explanation.
- 4.2** The Customer shall pay to the Supplier the Price specified in the Order Confirmation.
- 4.3** Unless otherwise agreed in writing by the Supplier, the Price is strictly net and exclusive of any applicable charges for packaging and transport, value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority which the Customer shall be additionally liable to pay to the Supplier.
- 4.4** The Price is exclusive of any certification, licensing or testing beyond that of manufacturer's specification. Unless otherwise expressly agreed in writing, the Customer shall obtain any certification, licensing or testing to beyond that of the manufacturer's specification at it's own cost.
- 4.5** The Supplier reserves the right, by giving written notice to the Customer at any time before delivery of Goods, Equipment and/or furnishing of Services, to increase the Price to reflect any increase in the cost to the Supplier which is due to any discrepancy or factor beyond the control of the Supplier, including but without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials or other costs to supply or any increase of overhead.

5 Acceptance of Quotation and these Terms and Conditions

- 5.1** With the exception of a Quotation, nothing provided by the Supplier, including (but not limited to), sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance by the Customer.
- 5.2** The Customer's Order constitutes acceptance to the Supplier of their offer, and that the Supplier may, in its absolute discretion, accept by means of an Order Confirmation subject to availability.
- 5.3** The Customer's written acceptance of any Quotation by means of an Order, constitutes the Customer's acceptance of these Terms and Conditions, at which time the relevant conditions contained herein shall be considered legally binding on both parties.
- 5.4** These Terms and Conditions shall only be considered legally binding on the Parties when an Order Confirmation has been duly given to the Customer or the Supplier has accepted an Order placed by the Customer by whichever is the earlier of:-
- 5.4.1 the Supplier's written acceptance, Order Confirmation; or
 - 5.4.2 the Customer's acceptance of delivery for the Goods or Equipment; or
 - 5.4.3 the Customer's acceptance of delivery of the Services; or
 - 5.4.4 the Supplier's invoice being duly given to the Customer.
- 5.5** An individual placing an Order on behalf of the Customer hereby represents and warrants that they have the Customer's authority to do so, and the Supplier is permitted to reasonably rely on that representation and warranty. If that Individual does not have such authority, they shall be deemed to be the Customer and become personally liable as if they had placed the Order as the Customer.



6 Payment and Credit

- 6.1** Without prejudice to any clause within this Agreement, and unless any other terms agreed in writing specify otherwise:-
- 6.1.1 the Supplier shall invoice the Customer for the Price on (or at any time after) delivery of the Goods, Equipment and/or the Provision of the Services (as applicable) or part of; and
 - 6.1.2 the Customer shall pay the Price stated in the invoice within 30 Days of the date of the Supplier's invoice; and
 - 6.1.3 payment shall be made before the due date despite the fact that delivery or provision of Services may not yet have taken place and/or that the property in the Goods has not passed yet to the Customer; and
 - 6.1.4 the time for the payment of the Price shall be of the essence of the Contract; and;
 - 6.1.5 all payments will be made in Pounds Sterling; and
 - 6.1.6 receipts for payment will be issued only upon request.
- 6.2** The Supplier is under no obligation to offer credit to any Customer who has not supplied the Supplier with suitable references that are satisfactory to the Supplier. If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer as follows:-
- 6.2.1 that no further credit will be allowed to the Customer; and/or
 - 6.2.2 that nothing further will be delivered or provided to the Customer other than against cash payment at the time of Order; and/or
 - 6.2.3 that all amounts owing by the Customer to the Supplier shall be immediately payable; and/or
 - 6.2.4 that any suspension of performance by the Customer may result in rescheduling or cancellation of delivery by the Supplier or Termination of the Contract.
- 6.3** When placing an Order, the Customer may, at the Supplier's discretion, be required to pay in full, a Deposit or Part Payment in Order to secure said Order. The amount and applicability and any further terms of this Clause 6.3 is at the sole discretion of the Supplier and will be agreed with the Customer in writing prior to utilisation.

7 The Goods and Equipment

- 7.1** The Goods and/or Equipment shall (as close as possible) be pursuant to those set out in the Order Confirmation and shall be to the manufacturer's specification.
- 7.2** The Goods and/or Equipment and any other accessories required for the regular operation of the same will only be supplied in the minimum units thereof available from source and in multiples of those units. Orders received for quantities other than these will be adjusted accordingly with notification in writing to the Customer.
- 7.3** The Supplier reserves the right to make any changes in the specification of the Goods and/or Equipment which does not materially affect their quality or performance if required to conform with any applicable safety or other statutory or regulatory requirements or where the Goods and/or Equipment is to be supplied to the Customer's specification.

8 Delivery of Goods and Equipment

- 8.1** The Supplier shall deliver the Goods and Equipment to the place specified by the Customer in the Order Confirmation.



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- 8.2** It is the sole responsibility of the Customer to ensure that such address is correct and accessible and suitable space is available at the Customer's Premises to allow the Supplier to deliver, if the Customer specifies no such place of delivery, the Supplier shall deliver to the Customer's registered address. The Supplier reserves the right to charge the Customer for any costs incurred for delivery to an incorrect address specified by the Customer or if the Customer fails to accept delivery.
- 8.3** The Supplier may at their discretion, agree to deliver in instalments. Each instalment shall be subject to these Terms and Condition and no cancellation or termination of any instalment shall entitle the Customer to repudiate or cancel any other delivery made under these Terms and Conditions.
- 8.4** Delivery Dates are wholly dependent on the Supplier's prompt receipt of all information requested from the Customer in Order for the Supplier to be able to carry out its obligations under these Terms and Conditions.
- 8.5** While the Supplier shall use all their reasonable endeavours to ensure that the Delivery Date is met. The Delivery Date is approximate only and the time for delivery shall not be of the essence of the Contract.
- 8.6** The Parties agree that the Supplier in advance of the Delivery Date may deliver without prejudice to any clause or provision in these Terms and Conditions.
- 8.7** The delivery note shall be deemed as being conclusive evidence of the quantities received by the Customer on delivery, unless the Customer can provide evidence proving the contrary.
- 8.8** The Supplier shall not be liable in any way for any shortage of Equipment and/or Goods (even if caused by the Supplier's negligence) unless the Customer gives express written notice as such, of the non-delivery within seven Days of the date the Equipment and/or Goods, would have been received.
- 8.9** Any liability of the Supplier for delay, non-delivery or shortage of Equipment and/or Goods shall be limited to, at the Supplier's sole discretion, delivering the Equipment and/or Goods within a reasonable time or issuing a credit note against any invoice raised for Goods or, In the case of Equipment, the Supplier may issue a credit note for the equivalent Price per Day for each Day (until such time as the Equipment is delivered) against any invoice raised for such Equipment.
- 8.10** If the Supplier fails to deliver the Equipment and/or Goods by the Delivery Date (or Commencement Date, as appropriate), the Supplier shall have no liability for any damage, losses, Consequential Losses or expenses incurred by the Customer.
- 8.11** If the Customer fails to take delivery of, collect, the Equipment and/or Goods or any part of them upon the Supplier giving notice of failed delivery or that the Order is ready for collection and/or the Customer fails to provide the Supplier with (but not limited to), delivery address, necessary instructions, documents, licences, consents, authorisations, radio frequencies or any other necessary information required by the Supplier to be able to carry out its obligations under these Terms and Conditions, the Supplier shall be entitled to store or arrange for storage at the Customer's expense and charge the Customer as such, along with any other costs incurred for failed delivery and then pursuant to the provisions of Clause 9 below, all risk in the Equipment and/or Goods shall pass to the Customer. In the case of Hire Equipment, hire period will be deemed to have commenced at the time of failed delivery or collection.

9 Risk of Goods and Equipment

- 9.1** Risk in the Goods and/or Equipment shall pass to the Customer upon the Goods and/or Equipment leaving the physical possession or control of the Supplier. This provision includes all times whilst in transit. In the case of hire, risk shall not revert back to the Supplier until such time as the Equipment is back in the Supplier's possession or control, regardless of whether the agreed Hire Period has expired.
- 9.2** The Customer alone shall be responsible for arranging appropriate insurance cover, on a full replacement basis, in respect of the Goods and/or Equipment. Such insurance shall be against the risks of loss, theft, damage and damage beyond economic repair. The Customer on trust shall hold the proceeds of any claim in respect of such insurance for the Supplier. The Customer shall, if required by the Supplier, provide written evidence of such insurance being in place.



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- 9.3** During the period that any Goods or Equipment belonging to the Supplier is under the care, control and custody of the Customer they shall be responsible for any loss of and/or damage to such Goods or Equipment.
- 10 Cancellation, Amendments and Rescheduling**
- 10.1** No Order, which has been accepted by the Supplier, may be cancelled, amended or rescheduled by the Customer except with the prior agreement in writing of the Supplier. No Order may be cancelled, amended or rescheduled without such consent.
- 10.2** Any such cancellation, amendment or rescheduling of any Order, may result in a cancellation charge, the value of any such charge will be determined at the Supplier's sole discretion and offered in writing to the Customer. Such charge shall be limited to the Price stated in the Order Confirmation. Where a Deposit has been paid, the Supplier shall retain the Deposit in full or in part as appropriate. Should the Deposit not be sufficient to cover such charge, the Deposit shall be used as credit towards the total cost.
- 10.3** In the event that the Customer requests a change or variation of Delivery Date, Commencement Date, quantities or Order specifications or any other such amendment or if any delay is caused as a result of such variation of instructions by the Customer, or if the Customer fails to give the Supplier adequate information to allow the Supplier to carry out their obligations under these Terms and Conditions including, (but not limited to), radio frequencies, licence details, site plan, site information or the Customer's failure to accommodate the provision of Services or accepting Delivery, in such an event the Supplier reserves the right, at its sole discretion, to vary the Price and Dates or make any such other amendments or adjustments as may be required as a result of any requested change to the Order or failure of the Customer.
- 11 Termination**
- 11.1** The Supplier may terminate the Contract by giving notice in writing to the Customer. By giving notice of the same to the Customer or if the Customer:-
- 11.1.1 Fails to pay any sums due to the Supplier as per these Terms and Conditions without prejudice to the Supplier's right to receive interest for non-payment; or
 - 11.1.2 Commits a material breach of the terms of this Contract; or
 - 11.1.3 Has any execution levied, enforced, has a winding up petition presented against it, is sued, goes into receivership, enters into liquidation, insolvency, administration, declares bankruptcy or otherwise enters into any composition with its creditors; or
 - 11.1.4 Does not return the Equipment to the Supplier on request; or
 - 11.1.5 Shall do, or allow to be done, any act or thing that may reasonably be expected by the Supplier, to prejudice or endanger the Supplier's property or rights in the Equipment or Goods being held by the Customer; or
 - 11.1.6 Has ceased trading or carrying out business; or
 - 11.1.7 The Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 11.2** Upon termination of any arrangement subject to these Terms and Conditions howsoever arising, regardless of any other right or remedy available to the Supplier, the Supplier shall be entitled to:-
- 11.2.1 Cancel any Order or suspend any further deliveries or provisions
 - 11.2.2 Appropriate any payment made by the Customer to such of the Equipment, Goods and/or Services as the Supplier may think fit; and
 - 11.2.3 Make immediately due all payments required under any Contract; and



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- 11.2.4 Charge the Customer interest (both before and after any judgement) on the amount unpaid, at the maximum rate permitted by applicable law on the unpaid balance due until payment in full is made (a part of a Month being treated as a full Month for the purpose of calculating interest); and
- 11.2.5 Enter and search any Premises to remove or take any other action to reposes the Equipment or Goods being held by the Customer;
- 11.2.6 and this Clause 11 shall continue in effect after termination of the Contract.

- 11.3** Upon termination the Customer shall forthwith return the Equipment to the Supplier. The Supplier reserves the right to invoice the Customer at the Price per Day as stated in the Order Confirmation or the equivalent of until Equipment is returned as stated in Clause 26.
- 11.4** In the case of Goods being held by the Customer but not returned to the Supplier on termination, the Customer will be liable for and will pay full cost of reinstatement value the Supplier for such Equipment.
- 11.5** The Customer will be liable to the Supplier for all costs, charges and expenses incurred by the Supplier to locate and re-take possession of the Goods and/or Equipment, including (but not limited to), all loss (including loss of profit), costs (including the cost of all, time lost, labour, materials used and 100% of the Price for non-standard Goods and Equipment), damages, charges and expenses incurred by the Supplier as a result of such repossession.
- 11.6** The Customer will indemnify the Supplier for all costs, including (but not limited to), legal fees and court costs the Supplier incurs in connection with recovering past due amounts by Customer.
- 11.7** The Supplier may at any time transfer or assign its obligations and rights under these Terms and Conditions and under the Contract, as applicable. The Customer's rights under these Terms and Conditions will not be affected and the Supplier's obligations under these Terms will be transferred to that assignee that will remain bound by them. The Supplier is not to be held liable for any breach of these Terms and Conditions following such assignment.
- 11.8** The Customer may not transfer or assign any obligations and rights under these Terms and Conditions and under the Contract, as applicable without the Supplier's express written permission.

12 Warranty

- 12.1** To the fullest extent permitted by law, neither the Supplier, nor any person acting on its behalf, makes any warranty, (express or implied) with respect to the use of any information, advice, suggested; method, process, apparatus, Goods or Equipment whether disclosed Verbally, or in writing nor any warranty to the quality of the Goods or Equipment or that they are fit for the Customer's purpose nor that such use may not infringe the rights of any Third Party.
- 12.2** The Customer, having greater knowledge of its own requirements, is solely responsible for evaluating the Goods or Equipment's suitability for its purposes.
- 12.3** The Supplier, to the fullest extent permitted by law, does not assume any liability for any losses sustained by the Customer, including (but not limited to), Consequential Losses, damages of any kind and/or injury including death and disease resulting in any way from the use of any Goods, Equipment, information, advice, suggested; method, process, apparatus, or any other advice disclosed verbally or in writing.
- 12.4** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms and Conditions.

13 Limitation of Liability

- 13.1** The Supplier's cumulative liability whether in Contract, Tort (including negligence whether sole or contributory) or otherwise arising out of, connected with, or resulting from, the performance or non-performance of the Contract, delivery of the Equipment, the Goods, the Services, and/or the Customers reliance on the Supplier's verbal or written advice howsoever arising shall be limited to 100% of the Price of the Contract that gave rise to the claim.



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13.2 Notwithstanding any provision to the contrary elsewhere in these Terms and Conditions, in no case will the Supplier have any liability whatsoever to the Customer (whether contractual or in tort) arising out of, or in connection with, these Terms and Conditions for any indirect, special and/or Consequential Loss of the Customer's.

13.3 The Supplier shall not be liable to the Customer, or be deemed to be in breach of these Terms and Conditions by virtue of any delay by the Supplier in the performance of, or delivery of, or any failure by the Supplier to perform, any of the Supplier's obligations.

14 Force Majeure

14.1 The Supplier shall not be held liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond its reasonable control. Such causes include, (but are not limited to); power failure, Internet Service provider failure, civil unrest, fire, explosion, forces of nature, flood, tidal wave, storms, earthquakes, lighting, hurricane, typhoon, subsidence, or other natural disaster, plague, epidemic, acts of terrorism (threatened or actual), acts of war, riots, civil unrest, protests, natural emergency, governmental action, changes in law or regulations, strikes, lock-outs or other industrial action suffered by the Supplier or its Suppliers or contractors, restraints or delays in transportation, restraints or delays in manufacturing, Supplier's inability to obtain adequate or suitable supplies from usual sources, acts or failings of the Customer resulting in commercial impracticality, or any other event that is beyond the Supplier's control.

14.2 In the event of any such circumstances beyond it's control, without liability to the Customer, the Supplier reserves the right to cancel the Contract or amend quantities, substitute products, change scope of the Services and/or defer any date under the Contract by providing the Customer with reasonable written notice.

15 Indemnity

15.1 To the fullest extent permissible by law, the Customer shall at all times indemnify and hold harmless, the Supplier and its Representatives from, and against, any and all claims, demands, proceedings, damages, penalties, costs, court costs, and any other litigation costs, losses, Consequential Loss, liabilities and any other expenses of any kind whatsoever even if caused by negligence, whether threatened, issued, claimed or awarded against, or otherwise incurred by the Supplier and its Representatives, howsoever arising whether Suppliers sole, joint, comparative contributory or concurrent negligence, fault, strict liability or product liability, and regardless of the form, of action, breach of warranty, indemnity, statute, strict liability or otherwise and regardless of being in tort or Contract (including negligence) arising from, or relating to, the performance or non-performance of the Supplier's obligations under these Terms and Conditions, the Equipment, the Goods, the Services, the Supplier's verbal or written advice and/or the use of any of these, in respect of:-

15.1.1 Personal injury, including death or disease to any person; and/or

15.1.2 Damage to any property, asset, infrastructure, facility, whether owned, hired, leased or otherwise; and/or

15.1.3 Interruption to business, loss of business or opportunity, economic loss, loss of profit, loss of revenue and income, loss of production; and/or

15.1.4 Pollution, any non-compliance or contravention of law or regulation; and/or

15.1.5 The performance or non-performance of the obligations of the Customer and its Representatives; and/or

15.1.6 The negligent acts or omissions of the Customer and its Representatives if and to the extent that such losses, costs, damages and expenses are caused or contributed to by the negligent acts or omissions of the Supplier and its Representatives or for which they are otherwise legally liable.



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- 15.2** All limits, exclusions and indemnities given under this clause 15, shall:-
- 15.2.1 Be enforced to the fullest extent permitted by law; and
 - 15.2.2 Shall also apply to any Third Party; and
 - 15.2.3 In all cases to the fullest extent permitted by law, they will apply irrespective of cause in action and irrespective of the negligence or breach of duty (whether statutory or otherwise) of the Supplier, or any other entity or party, and shall apply irrespective of any claim at law.
- 15.3** The Customer accepts that the limits, exclusions and indemnities set out above are an essential part of these Terms and Conditions and if not in place the Price of the Contract would be significantly different.
- 16 Confidentiality**
- 16.1** Each Party undertakes that, except as accepted in writing by the other Party, it shall, at all times during the continuance of the Contract and indefinitely after its expiry or termination:-
- 16.1.1 Keep confidential all Confidential Information; and
 - 16.1.2 Not disclose any Confidential Information to any other person unless compelled to do so by law or warrant; and
 - 16.1.3 Not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract; and
 - 16.1.4 Not make any copies of, record or distribute in any way or part with possession of any Confidential Information; and
 - 16.1.5 Ensure that none of its directors, officers, employees, agents or advisers does any act, which, if done by that Party, would be a material breach of any of the Provisions of these Terms and Conditions.
- 16.2** For the avoidance of doubt, Radio, licence, frequency and programming information shall not be considered confidential unless requested in writing by the Customer and may be shared with the Supplier's, suppliers as and when required.
- 16.3** The provisions of this Clause 16 shall continue in force indefinitely regardless of the circumstances of termination of the Contract for any reason.

Terms and Conditions for Sale of Goods

- 17 Title**
- 17.1** Legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received (in cash or cleared funds) payment in full of the Price of the Goods.
- 17.2** Until full payment has been made by the Customer to the Supplier in accordance with these Terms and Conditions, and at such time that title in the Goods has passed from the Supplier to the Customer, the Customer shall, at all times be in possession of the Goods and the Customer shall ensure that the Goods are identifiable as being supplied by the Supplier and shall insure the Goods against all risks and loss.
- 17.3** The Customer shall not be entitled to pledge, guarantee or in any way charge by way of security for any indebtedness, any of the Goods which remain the property of the Supplier. If the Customer does do so, all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable to the Supplier.
- 18 Warranty of Goods**
- The Supplier provides no warranty whatsoever in relation to the Goods, however Supplier will pass on any Third Party manufacturer warranties to the Customer to the fullest extent permitted by law.



Terms and Conditions for Supply of Services

19 Delivery of Services

- 19.1** With immediate effect from the Commencement Date, the Supplier shall supply the Services to the Customer as expressly identified in the Order Confirmation.
- 19.2** The Supplier will use all reasonable care and skill to perform the Services identified in the Order Confirmation.
- 19.3** The Supplier shall use all its reasonable endeavours to comply with its obligations under these Terms and Conditions, but the Parties agree that time will not be of the essence in the performance of such obligations.
- 19.4** The Supplier may provide Services to the Customer in instalments. Each instalment shall be subject to these Terms and Conditions, and no cancellation or termination of any one agreement relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract.
- 19.5** The Customer shall use all of its reasonable endeavours to assist the Supplier to comply with the Supplier's obligations under these Terms and Conditions, including (but not limited to), supplying copies of any site plan, scheduling meetings at the Supplier's request with relevant stakeholders such as maintenance teams, allocating a responsible and informed person to accompany and supervise the Supplier at all times they are on site, and making sure that the site is, personnel, and any machinery are, prepared, available and ready to accommodate or receive the Service being provided by the Supplier.
- 19.6** If the Customer fails to receive the Services on the Commencement Date, causes any delay and/or fails to provide the Supplier necessary instructions, documents, licences, consents, authorisations, site plans or any other information, or fails to make adequate arrangement required for the Supplier to carry out its obligations in the Contract, the Supplier shall be entitled to vary the Price and invoice the Customer as if delivery of Services had taken place.
- 19.7** To the fullest extent permissible by law, the Customer agrees to indemnify the Supplier against any costs, losses (including time lost), claims, actions, demands or expenses incurred or suffered in connection with the Customer's failure to take delivery of the Services or reschedule of Commencement Date.

20 Price

- 20.1** Unless otherwise expressly agreed in writing by both Parties, the Price for Services will apply from the Commencement Date until the date of completion, and shall be charged at the rate stipulated in the Order Confirmation, usually a Day rate or a equivalent thereof.
- 20.2** The Supplier reserves the right to vary the Price in response to any unforeseen costs incurred while working on the Customer's behalf, including (but not limited to), all reasonable travel costs, flights, mileage, subsistence, accommodation, additional labour or time, specialised Equipment hire and any additional costs incurred by specific stipulation of Customer's requirement including (but not limited to), PPE, permits, certificates, accreditations and specific insurance requirements, where required upon receipt of the Supplier's invoice for the same. The Supplier will always endeavour where possible to discuss these charges ahead of Order Confirmation.
- 20.3** The Customer shall, at its own expense, secure any necessary permits or any other permission and/or authorisations, including (but not limited to), work permits and visas for employees of the Supplier's, which may be necessary for the Supplier to perform the Services. The Customer agrees to indemnify the Supplier (to the fullest extent permissible by law) against any costs, losses (including time lost), claims, actions, demands or expenses incurred or suffered in connection with the Customer's failure to obtain any such permits or authorisations required to perform the Services.



Terms and Conditions of Hire

21 Hire Period

- 21.1** The Hire Period begins, and charges are to be calculated from, the date stated in the Order Confirmation.
- 21.2** The Hire Period may be extended at any time with the prior written agreement of the Supplier and Customer. Any such extension is to be agreed by both Parties, and at the Supplier's sole discretion be considered a new Contract.
- 21.3** Unless otherwise agreed by the Parties in writing, the Hire Period ends on the date stated in the Order Confirmation. The Customer accepts that they shall be responsible for the immediate return of the Equipment to the Supplier's specified address by the date of the termination, or expiry, of the Hire Period. Upon return Equipment will be inspected by the Supplier.
- 21.4** The Hire Period shall not be deemed to have ended until such time as the Equipment has been returned to the Supplier by the Customer. All liability owed to the Supplier by the Customer shall remain in force until the Equipment is returned and the Customer has had opportunity to inspect the Equipment.
- 21.5** The Equipment may be returned early, however the Supplier will not issue any refunds, credits or discounts of any kind for early returns.

22 Price

- 22.1** The Hire Price shall be determined by reference to the length of the Hire Period, the type of Equipment and any other additional items, which may need to be included for regular operation of Equipment.
- 22.2** All Hire charges are to be on a daily basis for a 24-hour Day with a minimum term of 7 Days. The Customer shall be charged a full calendar Day's rental for any portion of a calendar Day, that Day shall end at midnight.
- 22.3** Weather or other factors that prevent the satisfactory operation of the Equipment (including loss of or damage to the Equipment) shall not relieve the Customer of their responsibility for paying the Price during the Hire Period.

23 Conditions of Hire

- 23.1** The Customer agrees, during the term of its arrangement with the Supplier, and thereafter until the Equipment is returned to the Supplier, that it shall:
- 23.1.1** Indemnify and be liable to, the Supplier for all Equipment lost, stolen, unreturned, damaged and/or damage beyond economical repair including whilst in transit but except as a result of Fair Wear and Tear or latent defect as per the terms of the Contract.
- 23.1.2** Ensure the safe and appropriate use of the Equipment; and
- 23.1.3** Keep and return the Equipment to the Supplier in good condition and working Order; and
- 23.1.4** Be responsible for the cost of any Consumable used in the operation of the Equipment and shall ensure that any Consumable is compatible with the Equipment.
- 23.1.5** Ensure that any identification marks, labels or signs on or fixed to the Equipment are not removed, defaced, amended, obscured or otherwise subjected to interference, including those which identify the Equipment as belonging to the Supplier; and
- 23.1.6** Not without the previous written consent of the Supplier, change, alter or modify the Equipment in any way; and
- 23.1.7** At the Supplier's request, disclose the whereabouts of the Equipment; and
- 23.1.8** Ensure that the use of the Equipment complies with all applicable laws and legislation.



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- 23.2** The Supplier does not Hire the Equipment with any representation or warranty concerning the condition, performance, quality, or suitability of the Equipment or with or subject to, any term, condition or warranty, express or to be implied by statute, common law or otherwise, whether verbally or written, and all such representations, conditions, warranties whether relating to the capacity, age, satisfactory quality, description, condition of, the use of the Equipment or to the suitability or fitness of the Equipment for a particular or any purpose are expressly excluded from the Contract and/or waived by the Customer.
- 24 Title**
- 24.1** Title and all rights to the Equipment shall at all times be vested in the Supplier and the Customer acknowledges that it has no right, title, or property in the Equipment, unless otherwise agreed expressly by both parties in writing.
- 24.2** The Customer may not assign, (or part with) possession of, sub-license any of its rights hereunder except with the express written consent of the Supplier.
- 24.3** Without prejudice to any term in these Terms and Conditions, The Supplier reserves the right to recall the Equipment immediately at any time. In the event that the Supplier exercises this right, the Customer will be reimbursed by the Supplier for any and all time remaining in the Hire Period and/or will be issued immediately with replacement Equipment of the same type or of the closest type thereto at no additional charge.
- 24.4** To be exercised at its sole discretion, The Supplier and its employees and agents will at all time have the right of access to the Equipment and the Premises on which it is held for the purpose of:-
- 24.4.1 inspecting, repairing, servicing and replacing the Equipment upon reasonable notice to the Customer; and/or
- 24.4.2 terminating of the Contract
- 25 Maintenance**
- 25.1** If the Equipment is found to not be to the manufacturer's specification or fails:-
- 25.1.1 The Customer must immediately stop use of the Equipment and disconnect the Equipment from the power source (where appropriate), inform the Supplier and arrange return of the Equipment to the Suppliers specified address;
- 25.1.2 When the Customer contacts the Supplier in this regard, at its sole discretion, the Supplier shall have the option of replacing the Equipment, repairing the Equipment, granting the Customer permission to make the necessary repairs or any other such remedy that can be agreed by both parties. The cost of such replacement or repairs shall be borne by either the Supplier or the Customer as agreed, the responsibility for such costs being determined by the reasons for the replacement or repairs to be determined upon inspection once returned to the Supplier.
- 25.2** Where the failure is found to be caused by either:-
- 25.2.1 The negligence of the Customer or by the misuse of the Equipment, the cost of repair or replacement of the Equipment shall be borne by the Customer. The Price per Day or equivalent of for Hire shall continue to be payable by the Customer during any period of stoppage; or
- 25.2.2 Fair Wear and Tear or by a fault in the Equipment, the cost of any repair shall be borne by the Supplier, and full allowance for the Price in respect of the period of stoppage shall be made to the Customer, to be calculated from the Day on which the Supplier was notified of any such fault.
- 25.3** The Customer shall not attempt to make any repairs to the Equipment without the prior written consent of the Supplier.
- 25.4** If such repair or replacement is impossible or uneconomical and the cause for failure is found upon the Supplier's inspection to be a fault in the manufacturing, in its sole discretion the Supplier shall refund the Price paid by the Customer in relation to the defective item of Equipment.



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- 25.5** The Customer will be responsible for covering all costs of returning any Equipment that is to be repaired or replaced to the Suppliers specified address.
- 25.6** The obligations in this Clause 25 shall be conditional upon; -
- 25.6.1 Notice being given of the defect within twenty four (24) hours of the defect becoming apparent;
- 25.6.2 Such notice to be served no later than seven (7) Days from the date of delivery.
- 25.7** Replacement Equipment is subject to availability and will only be provided subject to Customer agreeing in writing that it will immediately return the failed Equipment and any accessories etc. to the Supplier's specified address for their inspection.
- 25.8** This Clause 25 sets out the Customer's only right of recourse to the Supplier for failed Equipment. The Supplier will not be liable for any costs relating to Third Party repairs arranged by Customer.
- 26 Equipment Damaged, Lost or Non-Return**
- 26.1** The Supplier shall be entitled to fully inspect the Equipment upon its return. In the event that additional cleaning and/or maintenance beyond that associated with Fair Wear and Tear is required, the Supplier shall notify the Customer in writing and shall provide the reasons for why such maintenance is necessary and cost information. If such an event occurs:-
- 26.1.1 The Customer will have three working Days from receipt of the notification of additional maintenance to arrange and inspect the Equipment; and
- 26.1.2 The Equipment will go back on-hire from the date of the Suppliers notification to the Customer and will continue until the Supplier and Customer have agreed a Price for repairing such damage by the Customer; and
- 26.1.3 The Customer will be liable for all associated costs of cleaning and maintenance beyond Fair Wear and Tear, including (but not limited to), transportation, inspection, labour, parts, cleaning, refurbishment damages and loss of/to the Equipment.
- 26.2** In the event that the Equipment, or any part thereof, is not returned to the Supplier in accordance with these Terms and Conditions, the Customer shall be liable for an excess charge that equates to the Price per Day (or equivalent) as stated in the Order Confirmation, with the first Day taking effect on the Day after the expiry date stated on the Order Confirmation, (or date of Termination) and shall run until the Equipment is returned to the Supplier or an agreement is made in writing between the Customer and the Supplier.
- 26.3** Notwithstanding anything to the contrary set out within any other clause in these Terms and Conditions, the Customer will be liable for, and will pay, the full reinstatement value including all costs associated with any reinstatement incurred by the Supplier for Equipment lost, stolen, unreturned or deemed to be damaged beyond economical repair.
- 26.4** Where a Deposit has been paid and if the Equipment requires only routine maintenance which is as a result of Fair Wear and Tear, the Customer will receive the Deposit back in full upon the Equipments return to the Supplier.
- 26.5** As in clause 26.1 but where a Deposit has been paid the Supplier shall retain the Deposit in full or in part as appropriate, at the Supplier's sole discretion. Should the Deposit not be sufficient to cover such charge, the Deposit shall be used as credit towards the total charge.



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27 Entire Agreement

The documents comprising these Terms and Conditions and any other documents expressly incorporated into the Contract between the Supplier and Customer, contain the entire agreement between the Parties and may not be modified except by an instrument in writing signed by the duly authorised Representatives of the Parties.

28 Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

29 Waiver

The Parties agree that no failure or delay by either Party to enforce the performance of any provision, right privilege or power in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

30 Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be invalid or otherwise unenforceable, that / those provisions shall be limited to the extent necessary for compliance with the laws of the applicable jurisdiction, and to the extent that any applicable laws are any variance with the provision provided herein, such provisions shall be deemed to be amended so as to comply with such laws without prejudice to the rest of the Contract.

31 Applicable Law

These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Scotland and the parties hereby submit to the non-exclusive jurisdiction of the Scottish courts. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract shall fall within the jurisdiction of the Scottish courts.