



Terms & Conditions

1. These terms & conditions (T&C's) apply to the provision of the services detailed in our 'Service Quote' (SQ) by 'Industrial Radio Remote Control Services Ltd', a company registered in England and Wales under number (company reg. number) who's registered office is at (Address / Address / Address / Address) (we or us) to the person buying the service (you or your).
2. You are deemed to have accepted these T&C's when you accept our Service Quote or from any date of the performance of the Services (which ever happens earlier) and these T&C's and our SQ (now ref to as the 'Contract') are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf. These T&C's apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A 'Business Day' means any day other than Saturday, Sunday or Bank Holidays in England and Wales.
5. The headings in these T&C's are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include a plural and vice-versa.

Services

7. We warrant that we will use responsible care and skill in our performance of the 'Service' which will comply with the 'Service Quote', including any specification of any material respects. We can make any change to the 'Services' which are necessary to comply with any law or safety requirement, and will notify you if this is necessary.
8. We will use our reasonable endeavours to complete the performance of the 'Service' within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
9. All these T&C's apply to the supply of any goods as well as Services unless we specify otherwise.

Your obligations

10. You must obtain any permission or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the service.
11. If you do not comply with clause 10, we may terminate the Service.
12. We are not liable for any delay or failure to provide the Service if this is caused by your failure comply with the provisions of this section.

Fees

13. The fees for the Service are set out in our 'Service Quote' and are on a time and material basis.
14. In addition to the above fees, should we be requested by you to travel outside of our premises, we will include travelling expenses, hotel costs, subsistence and any associated expenses.
15. Should there be the need to involve 3rd party to fulfil the Service, all 3rd party costs must be covered by you directly or in addition to our Service Quote. This will be agreed prior to engaging the 3rd party and will be indicated in our Service Quote
16. The Fees are applicable to VAT and any other taxes or levies imposed or charges by any competent authority.

Cancellation & Amendment

17. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Service has not been started, within the validity period stated in the Service Quote.
18. Either we or you can cancel a Service Quote for any reason prior to your acceptance (or rejection)
19. If you would like to amend the details on the Service Quote, you must do so in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be added in the Fees and invoiced to you.
20. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances a party's control) we have to make any changes in the Service Quote or how the service is provided, we will inform you immediately. We will endeavour to keep such changes to a minimum.



Payment

21. We will invoice you for payment of the Fees at the point of your acceptance of the relevant Service Quote or, in some pre-agreed cases, when we have completed the Service.
22. In either case, you are expected to pay in full following receipt of our invoice.
23. Time of payment shall be the essence in commencing of the Service or release of goods.
24. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 50% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
25. All payments due under these T&C's must be made in full without any deductions or withholding except as required by law and neither of us can asset any credit, set off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
26. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with you.
27. Receipts for payment will be issued by us only at your request.

Sub-Contracting and assignment

28. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these T&C's and can subcontract or delegate in any manner any or all of our obligations to any third party.
29. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these T&C's.

Termination

30. We can terminate the provision of the Services immediately if you:
 - a. Commit a material breach of your obligations under these T&C's; or
 - b. Fail to make pay any amount due under the Contract on the due date for payment; or
 - c. Are or become or, in our reasonable opinion, are about to become , the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - d. Enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - e. Convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder *as defined in para.14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administrator order in respect of you , or any proceedings are commenced relating to your insolvency or possible insolvency.

Intellectual property

31. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liability and Indemnity

32. Our Liability under these T&C's, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.
33. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
34. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these T&C's or the quotation for:
 - a. Any indirect, special or consequential loss, damage, costs or expenses or;
 - b. Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or

 **Industrial Radio Remote Control Services**

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- d. Any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e. Any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use for the Services or any goods supplied in connection with the Services.
35. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by your or your agents or employees.
36. Nothing in these T&C's shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Circumstances beyond a party's control

37. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to; power failure, Internet Service provider failure, Industrial action, civil unrest, fire, flood, storms earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these T&C's.

Communications

38. All notices under these T&C's must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
39. Notices shall be deemed to have been duly given;
- a. When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - b. When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - c. On the fifth business day following mailing, if mailed by nation ordinary mail; or
 - d. On the tenth business day following mailing, if mailed by airmail.
40. All notices under these T&C's must be addressed to the most recent address, email address or fax number notified to the other party.

No Waiver

41. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy not stop further exercise of any other right, or remedy.

Severance

42. If one or more of these T&C's is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these T&C's (which will remain valid and enforceable).

Law and Jurisdiction

43. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh Courts.