

Terms & Conditions

Application and Entire Agreement

1. These Terms and Conditions apply to the provision of services detailed in our proposal (Services) by either Hunter Safety Solutions Limited a company registered in England and Wales under number 08258912, Hunter Consultancy Services Limited a company registered in England and Wales under number 10677586 whose registered office is at Hunter House, Unit A Flemming Court, Castleford, WF10 5HW or Hunter Safety Netherlands BV, A company registered in The Netherlands, KVK number 77387767 , whose registered office is at: Lelyweg 4 | 4612 PS Bergen op Zoom, North Brabant, Netherlands (we or us or Service Provider) to the person procuring our services (you or customer).
2. You are deemed to have accepted these Terms and Conditions when you accept our proposal or from the date of performance of any of the Services (whichever is sooner).
3. You acknowledge that you have not relied on any statement, promise or representation made or given on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to pose or incorporate, which are implied by trade, custom, practice, or course of dealing. All orders are subject to acceptance by us and the terms and conditions of the Agreement will apply to any order issued by you to us and will prevail over any other terms and conditions whatsoever that may be issued by you or attached to any order issued by you. For the avoidance of any doubt, we expressly reject any terms and conditions purported to apply to the Agreement by you. If you do not accept the terms and conditions of the Agreement, you must not enter into the Agreement or appoint Hunter Safety Group to perform the services outlined in the proposal.

Interpretation

4. The **Contract** is defined as being the original **proposal** and these **Terms and Conditions** together and are the entire agreement between us.
5. A "business day" means any day other than Saturday or Sunday or Bank Holiday in England and Wales or the Netherlands/ Central Europe.
6. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
7. Words imparting the singular number shall include the plural and vice versa.

Services

8. We warrant that we will use reasonable care and skill in our performance of the Services which are contained in the Contract in all material respects.
9. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the Contract, however time shall not be of the essence in the performance of our obligation.

10. This Contract applies to the supply of any goods as well as Services unless we specify otherwise.

Your Obligations

11. You must obtain any permissions, consents, licenses or otherwise that we need and must give us access to any and all relevant information, materials, properties, and any other matters which we need to provide the Services. Failure to comply with this clause 11 will result in termination of the Services.

12. You must pay all amounts due under the Contract on the due date for payment.

13. You must procure that all of your employees are aware of our obligations under the terms of the Contract and the Services that we are obliged to provide and that such employees will not hinder, hamper or otherwise prevent such Services being provided which actions would result in a breach of our obligations to you.

14. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).

Fees and Deposit

15. The fees (Fees) for the Services are set out in the proposal and are on a time and/or material basis.

16. In addition to the Fees, we can recover from you a) all reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of the Services provided by third parties which may, from time to time, be required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.

17. You must pay Fees to us for any additional services provided by us that are not specified in the Contract in accordance with our current applicable daily rate in effect at the time of such performance or such other rates as may be agreed between us. The provision of clause 16 also apply to these additional services.

18. The Fees are exclusive of any applicable VAT or BTW and other taxes or levies which are imposed or charged by any competent authority.

19. You must pay a deposit ("Deposit") as detailed in the Contract before commencement of any of the Services.

20. If you do not pay the Deposit to us in accordance with clause 19 above, we will either withhold the provision of the Services until the Deposit is received or terminate the Contract pursuant to the clause below (Termination).

21. The Deposit is non-refundable unless we fail to provide the Services and are responsible for such failure (where the failure is not our responsibility, no refund is obliged to be made).

Cancellation and Amendment

22. We can withdraw, cancel, or amend a proposal if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of the proposal, (unless the proposal has been withdrawn).

23. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the proposal.

24. If you want to amend any details of the Services or goods, you must tell us in writing as soon as possible but no later than ten working days before the changes are needed. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.

25. Where changes to the agreed scope are made in writing less than ten working days before the service or goods are required, a surcharge of one and a half times (1.5x) the standard rate will be applied for the duration of the requirement.

26. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we must make any change to the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

27. We will invoice you for payment of the Fees either:

- a. When we have completed the Services; or
- b. Monthly in arrears for services completed during the month

28. Some goods or services will require payment in advance of delivery, especially when organised via a third party. In this instance, all terms and conditions set out by the third party will automatically be passed on to you, the customer.

29. You must pay the fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.

30. Time for payment shall be of the essence of the Contract.

31. 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 8% per annum plus the base rate of the Bank of England from time to time on the amount outstanding until payment is received in full.

32. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

33. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel and future services which have been ordered by, or otherwise arranged with, you.

34. Receipts for payment will be issued by us, only at your request.

35. All payments must be made in the currency as stated on the Hunter Safety Group invoice.

Sub-Contracting and Assignment

36. We can at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to a third party.

37. 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 Terms and Conditions.

Termination

38. We can terminate the provision of Services immediately if you:

- a. Commit a material breach of your obligations under these Terms and Conditions; 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, 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 by a qualifying floating charge holder (as defined in para. 14 of schedule B1 if the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

39. In the event you wish to terminate the provision of Services under the Contract, we require no less than 30 days' written notice.

Intellectual Property

40. 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.

Liability and Indemnity

41. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.

42. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

43. 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 Terms and Conditions or the proposal 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
- 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 of the Services or any goods supplied in connection with the Services.

44. 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 you or your agents or employees.

45. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury cause by our negligence. Or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Data Protection

46. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of Employees of the Customer.

47. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.

48. For the avoidance of doubt, 'Personal Data,' 'Processing', 'Data Controller', 'Data Processor', and 'Data Subject' shall have the same meaning as in the GDPR.

49. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in the Terms and Conditions or as required by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing and Personal Data for its own or for any third party's purposes.

50. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors, or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by any applicable legislation and/or regulations.

51. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.

52. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can email compliance@huntersafetysolutions.com

Non-Solicitation of Agents

53. The parties agree that they will not for two years following termination of the provision of Services, solicit or employ, hire or contract (or contractually interfere), directly or indirectly (other than through general solicitations for employment), each other's current and former Agents, without the other party's prior written consent. The parties agree that for violations of this section, liquidated damages in the amount of fifty percent (50%) the current annual gross salary of the Agent will be due and payable within thirty days of breach hereunder.

Circumstances beyond a Party's Control

54. 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: 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 Terms and Conditions.

Communications

55. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

56. 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 or the recipient.
- b. When sent, if transmitted by email and a successful return receipt is generated.
- c. On the fifth business day following mailing, if mailed by national ordinary mail; or
- d. On the tenth business day following mailing, if mailed by airmail.

57. All notices in these Terms and Conditions must be addressed to the most recent address or email address to the other party.

No Waiver

58. 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 nor stop further exercise of any other right, or remedy.

Partial Invalidity

59. All provisions of these Terms and Conditions are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law or jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

Governing Law and Jurisdiction

60. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.

61. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

