

## **Terms and Conditions**

We encourage you to read the information below.

### ***Definitions***

In these terms and conditions “the company, we, us or our” means SCANCOM RADIO COMMUNICATIONS based at The Hereford Barn, Cudham Tithe Barns, Berry’s Hill, Cudham, Kent, TN16 3AG, UK. References to us in these terms also includes any partner companies that we may have.

“The customer, you or your” means the person or company or organisation to whom this document is addressed.

“Terms” means these terms and conditions of use and/or sale as updated from time to time.

“Content” means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the website.

“Intellectual property rights means rights such as copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind, whether or not they are registered or unregistered (anywhere in the world).

“Unwanted submission” has the meaning given to it in the section entitled “submitting information to the site”.

“Site or website” refers to the website on which these terms and conditions are displayed, and includes the following websites and all associated subdomains and web pages:  
[www.scancomrc.co.uk](http://www.scancomrc.co.uk).

### ***Changes or modification to these terms and conditions***

We reserve the right, at our sole discretion, to change, modify, add or remove portions of these terms of conditions of use and sale as laid out below, at any time. It is your responsibility to check these terms and conditions periodically for changes. Your continued use of our website and services following the posting of changes will mean that you accept and agree to the changes. These terms and conditions were last updated on 12 March 2020.

### ***Contact***

If you have any questions about these terms and conditions, the website or the sale process, please contact us by email at: [info@scancomrc.co.uk](mailto:info@scancomrc.co.uk)

## **SECTION A: Terms and Conditions of Website Use**

### ***Introduction***

These terms explain how you may use this website, which is provided by us free of charge. By accessing or using the site or otherwise indicating your consent, you agree to be bound by these terms and conditions of use and any documents referred to therein. All these documents form part of this contract as though set out in full here. If you do not agree with or accept any of these terms, you should stop using the site immediately.

This contract is only available in English. No other languages are available for this contract.

### ***Using the site***

The site is for your personal and non-exclusive use only. As long as you comply with the terms and conditions of use, Scancom Radio Communications grants you a personal, non-exclusive, non-transferrable, limited privilege to enter and use the site.

You may not use any 'page-scrapers', 'robots', 'spiders', 'deep-links' or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, copy, acquire, or monitor any part of the site, or in any way reproduce or circumvent the navigational structure or presentation of the site or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the site.

You may not attempt to gain unauthorised access to any part or feature of the site, or any other systems or networks connected to the site or to any of our servers, or to any of the services offered on or through the site by any illegitimate means.

You may not scan, probe or test the vulnerability of the site or any network connected to the site, nor breach the security or authentication measures on the site or any network connected to the site.

You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the site, or any other customer of ours, to its source, or exploit the site or any service or information made available or offered by or through the site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the site or our systems or networks, or any systems or networks connected to the site.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the site or with any other person's use of the site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the site or any service offered on or through the site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the site or any content for any purpose that is unlawful or prohibited by these terms of use, or to solicit the performance of any illegal activity or other activity that infringes our rights or those of others.

The site is intended for use by those who can access it from within the UK and mainland Europe, but please note that if you choose to access the site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

We seek to make the site as accessible as possible. If you have any difficulties using the site, please email us at: [info@scancomrc.co.uk](mailto:info@scancomrc.co.uk).

### ***Ownership***

This site and all intellectual property rights in it, including but not limited to any content, are owned by us, our partners/licensors or both (as applicable). We and our partners/licensors reserve all of our and their rights in any intellectual property in connection with these terms. This means, for example, that we and they remain owners of them and are free to use them as we and they see fit.

Nothing in these terms grants you any legal rights in the site other than as necessary to enable you to lawfully access the site as intended and authorised by us. You agree not to adjust, to try to circumvent or delete any notices contained on the site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the site.

### ***Submitting information to the site***

While we try to make sure that the site is secure, we cannot guarantee the security of any information that you supply to us. We therefore cannot guarantee that it will be kept confidential. For that reason, you should not submit any information that you regard as confidential, commercially sensitive or valuable (unwanted submissions) to this site. While we value your feedback, you agree not to submit any unwanted submissions.

We may use any unwanted submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the site to check for these matters). Therefore, we will not be legally responsible for keeping any unwanted submissions confidential nor will we be legally responsible to you or anybody else for any use of such unwanted submissions.

When sending the contact form, all details therein shall not, without the company's consent, be disclosed in any manner to a third party or used in any way for public announcement or advertisement. Please note that by sending the contact form, you agree that your entered details will henceforth appear in the Scancom Radio Communications database. In accordance with the General Data Protection Regulation (EU2016/679) as applicable and the Data Protection Act 2018, we inform you that you have the right to oppose, access, rectify and cancel your data. If you do not wish to remain in said database, please send an email to [info@scancomrc.co.uk](mailto:info@scancomrc.co.uk) with the subject 'UNSUBSCRIBE'. For more details please see our Privacy Policy.

### ***Accuracy of information and availability of the site***

While we try to make sure that the site is accurate, up-to-date and free from bugs, we cannot guarantee that it will be. Furthermore, we cannot guarantee that the site will be fit or suitable for any purpose. Any reliance that you may place on the information on this site is at your own risk.

We may suspend or terminate operation of the site at any time that we see fit.

Content is provided for your general information purposes only and to inform you about us and our products, services, news, features and other websites that may be of interest. It does not constitute any type of advice and should not be relied upon for any purpose.

While we try to make sure that the site is available for your use, we do not promise that the site is available at all times nor do we promise the uninterrupted use by you of the site.

#### ***Disclaimer***

All images on this website are for presentation purposes only, intended to represent the products we offer. We have been given the right to use these images, however, they are subject to change by the manufacturer.

#### ***Links***

Links to other sites are provided on this website. These external sites are not part of our website, they are the property and the responsibility of those publishing them, and we accept no responsibility for their contents.

#### ***Complaints and disputes***

If you are unhappy with us please contact us as soon as possible, but note that no complaints or disputes will be considered unless made in writing to Scancom Radio Communications. Once lodged we will try to resolve any disputes and address any complaint quickly and efficiently, and if it cannot be resolved we will let you know and advise that you may need to consider an alternative route of complaint/dispute resolution.

#### ***Rights of third parties***

No one other than a party to the terms has any right to enforce any of these terms.

#### ***Waivers***

A waiver by the customer of any of the foregoing conditions shall not constitute a general waiver of such condition.

#### ***Headings***

The headings of these terms and conditions are for convenience only and shall have no effect on the interpretation thereof.

#### ***Governing law***

Relevant ENGLISH LAW will apply to these terms.

## **SECTION B: Terms and Conditions of Sale**

### ***Introduction***

These terms and conditions of sale apply to all sales through us, and through entering into a sale with us you agree to be legally bound by this contract, and the terms and conditions contained herein. No variation or purported variation (including in particular any terms and conditions on the customer's contract or order form), whether before or after making the contract, shall have effect unless expressly agreed in writing by Scancom Radio Communications.

This contract is only available in English. No other languages are available for this contract.

When entering into a sale with the company you also agree to be bound by our terms and conditions of use, and any documents referred to therein. All these documents form part of this contract as though set out in full here.

### ***Information we give you***

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information please read the confirmation email that will be sent to you when you have ordered (see clause below), or contact us at: [info@scancomrc.co.uk](mailto:info@scancomrc.co.uk).

The key information we give you by law forms part of this contract (as though it is set out in full here), and if we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

### ***Official orders and variations***

The company will only be bound by an official order in writing with a relevant order number. Any variation of the order or its conditions must be confirmed in writing and may incur an increase in the contract price.

### ***Order acceptance***

In the absence of agreement to the contrary, the execution of an order in whole or part will become binding upon the customer posting their confirmation of the order and our acceptance of said order through means of a confirmation email with an official purchase order on company headed paper. At this point a legally binding contract will be in place between you and us, and your order will be fulfilled. Prior to this there shall be no binding contract.

### ***Order cancellation***

In the event that you decide to cancel an order for goods the following conditions will apply:-

- (i) If the order is cancelled before the goods are despatched from the company's supplier there will be a 10 % charge applicable.
- (ii) If the order is cancelled after the goods have been delivered from the company's supplier or landed at the company's premises there will be a 25 % restocking charge applicable.

### ***Guarantee and company responsibility for defective goods***

All new equipment supplied by the company will be guaranteed for 12 months after despatch against failure due to poor workmanship or materials. This will be at our discretion. This guarantee will be invalid if described separately in the original quotation.

If by reason of any defect in the goods there shall be a breach of any implied condition or warranty applicable thereto, Scancom Radio Communications shall at its option replace the goods or issue credit to the customer, providing that:-

- (i) The company is notified in writing within three days of the discovery of any such defect and in any event not later than seven days after delivery.
- (ii) The goods are inspected by the company's representative, who shall at his absolute discretion affix an appropriate label to the goods authorising the return of goods.
- (iii) The relevant goods are returned to the company.
- (iv) Examination of the relevant goods by the company shall disclose to its satisfaction that the defect existed at the time of delivery or that a breach of an implied condition or warranty shall have been affected by misuse, neglect, accident, improper storage, installation or handling, or by repair or alteration not caused by the company.

Scancom Radio Communications' liability for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of or in connection with or resulting from the manufacture, sale, delivery, resale, replacement or use of any of the goods shall in no case exceed the price paid by the customer to the company for the goods which give rise to the claim, plus expensed freight and insurance. In no event shall the company be liable for any loss of profits, or special or consequential damages suffered by the customer. Nothing contained in this paragraph shall by implication create any liability or obligation on the part of the company, or effect or diminish any disclaimer or liability elsewhere contained herein.

Except as expressly stated above, all other warranties, conditions and representations, express or implied, statutory or otherwise, in relation to the quality or fitness for any particular purpose of the goods are hereby excluded and the company shall not be liable in contract, tort or otherwise for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or in connection with the goods sold or any defect in them or from any other cause, whether or not any such matter amounts to a fundamental breach of a fundamental term of contract.

The company's liability under this provision shall be limited to a period of one year from the date of receipt of the goods by the customer.

The customer shall not reject any goods or cancel or purport to cancel the contract or any part of it because of an alleged default unless and until the company shall have failed to correct such alleged default within thirty days of written notice specifying the default.

***Prices and cost variation***

Unless otherwise agreed in writing, all prices shall be as specified in the company's price list as published from time to time and shall be exclusive of VAT. Where, unless otherwise stated, the price excludes cost of delivery to the agreed address and insurance in transit.

Scancom Radio Communications reserves the right at any time prior to delivery of the goods to adjust the price to take into account the customer's failure to comply with the terms of payment of any previous contract for goods supplied by us, and to take account of any increase of any cost to the company, including the cost of materials, labour, services and currency fluctuations.

**Terms of payment**

Full payment will be required on placement of an order, as agreed in the original quotation, and proforma invoices can be supplied to facilitate payment. Account terms will be agreed with certain customers by negotiation only. For these customers payment is strictly 30 days from the date of invoice.

We will do all that we can reasonably do to ensure that all of the information you give us when paying is secure. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

All payments by credit or debit card need to be authorised by the relevant card issuer. From time to time we may also use extra security steps via Verified by Visa or equivalent services. Please note we do not keep any records of bank card/account details.

If your payment is not received by us and you have already received your goods, you must pay for such goods within 30 days of the date of invoice or incur interest charges (see below). Alternatively, you must return the goods as soon as is possible, and if so, you must keep the goods within your possession, take care of them (see risk of loss or damage section below) and not use them before you return them to us. Please note return of goods cannot be accepted unless compensation payment is made to the company to cover loss of profit and any expenses incurred.

On any amount still unpaid after 30 days, interest at the rate of 4 % over Base Rate will be applied on the outstanding balance. The Post Mark on the envelope or bank transfer data as provided will be used as the deciding factor of when payment was sent. When a balance is not paid and the goods are not returned we may collect the goods from you at your expense, but we will try to contact you to let you know if we intend to do this.

**End of contract**

If the contract is ended it will not affect our right to receive any money that you owe to us under this contract.

**Default by the customer**

If the customer fails or has failed to comply with any term of this or any previous contract; commits an act of bankruptcy, makes an arrangement or composition with creditors or suffers any distress or execution; or resolves or is ordered to be wound up or has a receiver or an examiner appointed then the company reserves the right (without prejudice to any other remedies) to cancel any uncompleted order and withhold or suspend delivery of further goods, and to demand payment forthwith of all amounts due by the customer.

**Ownership**

Goods remain the property of Scancom Radio Communications until such time as they are paid for in full.

If the customer shall sell or otherwise dispose of the goods before full payment has been made to the company, the customer shall in such case hold all monies received from such sale or disposal in trust for the company, and shall on request furnish the company with the names and addresses of

the persons to whom such disposals have been made together with all necessary particulars to enable the company to recover any outstanding sums due from such persons.

As long as the goods remain the property of the company, the customer shall hold the goods as bailee for the company and store the goods so as to clearly show them to be the property of the company. Scancom Radio Communications has the right, without prejudice to the obligations of the customer to retake possession of the goods (and for that purpose to go upon any premises occupied by the customer).

### ***Risk of loss or damage***

Notwithstanding that the property in the goods may not have passed the customer, the customer shall carry all risk of loss of and damage to the goods from the time the goods are delivered to the stipulated place of delivery, where the event shall constitute delivery to the customer.

From when the risk of loss of and damage to the goods commences to be carried by the customer until the company is paid in full as aforementioned for the goods, the customer shall:-

- (i) Indemnify and keep indemnified the company against all loss of and damage to the goods, and against any reduction in the resale value thereof below the price to be paid therefore by the customer.
- (ii) Insure and keep insured the goods in an amount at least equal to their value.
- (iii) Hold upon trust for the company absolutely all proceeds of such insurance.

### ***Delivery***

All delivery and handling charges will be added to invoices. The customer shall note any claim for short delivery and or damage to packages at the time of delivery, and shall confirm such claims in writing to the company within seven days from that date. If deliveries are not checked, carriers' receipts should be signed "Unexamined".

Any times quoted for deliveries are estimates only and, while the company will endeavour to despatch goods on a promised delivery date, we do not guarantee to do so and we shall not be liable for failure to deliver within the time quoted. If the goods are not received within six days from the date of the relevant invoice, we must be informed.

If delivery is delayed by any cause beyond the reasonable control of the company a reasonable extension of time shall be granted (see force majeure section below), and the customer shall pay such extra charges that have been occasioned by the delay.

### ***Force majeure***

Scancom Radio Communications shall not be under any liability of any kind for non-performance in whole or part of its obligations under the contract due to causes beyond the reasonable control of the company or the company's suppliers. Such causes include, but are not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, strikes, lock-out, fire, failure or delay in transportation, acts of the customer or a third party, acts of any government or any agency or subdivision thereof, government regulations, judicial actions, labour disputes, embargoes, illness, accidents, explosion, natural disasters, delay in delivery to the company or the company's suppliers, shortage of labour or machinery, technical failure, defective materials, and shortage or delays in sourcing of raw materials or components. In any such event the company may, without liability,



cancel or vary the terms of the contract including, but not limited to, extending the time of performing the contract for a period of time at least equal to the time lost by reason of such causes.

***Advertisement***

All details relating to the order and any transaction documentation shall not, without the company's consent, be disclosed in any manner to a third party or used in any way for public announcement or advertisement.

***Complaints and disputes***

If you are unhappy with the goods supplied to you by Scancom Radio Communications please contact us as soon as possible, but note that no complaints or disputes will be considered unless made in writing within ten days of receipt of goods. Once lodged we will try to resolve any disputes and address any complaint quickly and efficiently, and if it cannot be resolved we will let you know and advise that you may need to consider an alternative route of complaint/dispute resolution.

***Validity***

Unless otherwise stated, the company's tender is open for acceptance within a period of 30 days only from the date of quotation.

***Supplementary terms***

Scancom Radio Communications may apply terms supplementary to these terms and conditions, which may make provision for discounts or rebates of different amounts on the price of goods sold.

***Assignment***

The customer shall not assign or transfer or purport to assign or transfer to any other person the contract or the benefit thereof or the benefit of any condition, warranty, guarantee or other term or condition (express or implied) forming part thereof or relating to the goods.

***Waivers***

A waiver by the customer of any of the foregoing conditions shall not constitute a general waiver of such condition.

***Headings***

The headings of these terms and conditions are for convenience only and shall have no effect on the interpretation thereof.

***Governing law***

All contracts will operate in conformity with ENGLISH LAW.