

# Terms and Conditions

## 1. Introduction

These Terms and Conditions (hereinafter referred to as "T&Cs") govern the provision of services by Canco Safety Services Ltd. (hereinafter referred to as "Canco Services" or "Canco" or "the Company") to the client (hereinafter referred to as "the Client"). By engaging Canco's the Client agrees to comply with and be bound by the following T&Cs.

## 2. Client Information

The Client shall provide the following information and complete our New Account Form.

**Company Name**  
**VAT Number**  
**Business Registration Number**  
**Registered Address**  
**Contact Person**  
**Contact Email**  
**Contact Phone Number**

## 3. Scope of Work

3.1 Canco Services agrees to provide services as specified in Quote or Service agreement (if applicable) or formal, company-headed quotation sent to the Client.

3.2 Any alterations to the scope of work must be mutually agreed upon in writing by both parties.

3.3 The Company will utilize reasonable efforts to deliver the services within the agreed time frame, subject to any delays caused by the Client or other unforeseen circumstances.

## 4. Quotes

4.1 All quotes subject to site inspection

4.2 Canco reserve the right to withdraw a quote for inaccuracies or any other reason

4.3 Builders works and making good always excluded

4.4 Access equipment beyond standard ladders always excluded

## **5. Payment Terms**

5.1 For engagements valued over €10,000, a 50% deposit is required prior to the commencement of work or upon receipt of the PO.

5.2 The remaining balance is due on completion of the works.

5.3 For Planned Preventive Maintenance (PPM) works, payment is due within 30 days unless otherwise specified in the service agreement.

5.4 All payments must be made via bank transfer to the account specified in the invoice provided by the Company.

5.5 Late payments will incur interest charges at a rate of 11.5% per annum, calculated daily from the due date until the date of actual payment.

5.6 If prior credit has not been established with us we may require payment in full before commencement of works.

5.7 Design work is payable in advance; payment will be requested when invoice is issued.

## **6. Professional Indemnity**

6.1 The Company's professional indemnity insurance covers liabilities up to €250,000. The Client is advised to obtain additional insurance coverage if necessary. Canco Services does not accept liability for any claims exceeding this amount.

## **7. Confidentiality**

7.1 Both parties agree to treat as confidential all information obtained from the other party that is not in the public domain and to use such information solely for the purpose of fulfilling their obligations under these T&Cs.

7.2 Confidential information may only be disclosed to third parties with the prior written consent of the other party, except as required by law.

## **8. Limitation of Liability**

8.1 Canco Services shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, revenue, or data, arising out of or in connection with the services provided, even if advised of the possibility of such damages.

8.2 The Company's total liability under these T&Cs shall not exceed the amount of fees paid by the Client for the services giving rise to the claim.

## **9. Termination**

9.1 Either party may terminate the agreement by providing 30 days written notice to the other party.

9.2 In the event of termination, the Client shall pay the Company for all services rendered and expenses incurred up to the date of termination.

## **10. Governing Law**

These T&Cs shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is registered. Any disputes arising under or in connection with these T&Cs shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.

## **11. Dispute Resolution**

11.1 Any disputes arising out of or in connection with these T&Cs shall first be resolved through amicable negotiations between the parties.

11.2 If a resolution cannot be reached, the dispute shall be submitted to binding arbitration in accordance with the rules of the relevant arbitration body, with the location of arbitration to be agreed upon by the parties.

## **12. Force Majeure**

Canco Services shall not be liable for any failure to perform its obligations under these T&Cs if such failure is due to circumstances beyond its reasonable control, including but not limited to acts of war, natural disasters, pandemics, strikes, or governmental restrictions.

## **13. Amendments**

The Company reserves the right to amend these T&Cs at any time. Any amendments will be communicated to the Client in writing and will become effective upon such communication unless otherwise specified.

## **14. Entire Agreement**

These T&Cs, together with any service agreements, and related documents, constitute the entire agreement between the Company and the Client and supersede all prior agreements, understandings, and representations.

### 15. Severability

If any provision of these T&Cs is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### 16. Contact Information

For any questions or concerns regarding these T&Cs, please contact us at:

- **Canco Safety Services Ltd.**
- **Email:** [accounts@cancoservices.ie](mailto:accounts@cancoservices.ie) or [info@cancoservices.ie](mailto:info@cancoservices.ie)
- **Phone:** 0818 777 999

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