

1 Liddel Street,  
North Shields Fish Quay,  
North Shields,  
Tyne & Wear,  
NE30 1HE, UK.

## **Terms & Conditions**

### **1 Application of Condition**

1.1 The Seller shall sell and the Buyer shall purchase the Goods & Service in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller and at this point these Terms and Conditions become effective.

1.2 These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

### **2. Interpretation**

2.1 In these Conditions:

**"Business Day"** ... means any day other than a Saturday, Sunday or bank holiday;

**"The Buyer"** ... means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;

**"Calendar Day"** ... means any day of the year;

**"The Contract"** ... means the contract for the purchase and sale of the Goods under these conditions;

**"These conditions"** ... means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

**"The delivery date"** ... means the date on which the Goods or Services are to be delivered as stipulated in the Buyer's order and accepted by the Seller;

**"The Goods"** ... means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;

**"The Services"** ... means a service based on the intellectual or manual efforts of the Seller provided to the Buyer in accordance with a specification or scope agreed by the parties.;

**"Month"** ... means a calendar month;

**"The Seller"** ... means Succorfish Ltd, a company registered in England under 09676542;

**"Writing"** ... includes any communications effected by letter or electronic mail or any comparable means.

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at

the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### **3 Basis of Sale**

3.1 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations that are not so confirmed.

3.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

3.3 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Buyer may not be withdrawn cancelled or altered prior to acceptance by the Seller and no contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the goods or has accepted an order placed by the Buyer by whichever is the earlier of: - a) the Seller's written acceptance; b) delivery of the Goods; or c) the Seller's invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller. The Seller reserves the right to amend any documentation in the event of there being an error.

### **4. Orders and Specifications**

4.1 No order submitted by the Buyer shall be deemed accepted by the Seller unless and until confirmed by the Seller's authorised representative.

4.2 The specification for the Goods shall be those set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if accepted by the Seller). The Goods will only be supplied in the minimum units (or multiples) stated in the Seller's price list or in multiples of the sales outer as specified. Orders received for quantities other than these will be adjusted accordingly, illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller.

4.3 The Seller reserves the right to give notice or make any changes in the specification of the Goods or Services which are required to conform with any applicable safety or other statutory or regulatory

requirements or, where the Goods or Services are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

4.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

## **5. Price**

5.1 The price of the Goods shall be the price listed in website, email or mail correspondence current at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer.

5.2 Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 30 days only or such lesser time as the Seller may specify.

5.3 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

5.4 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are exclusive of the Seller's charges for packaging and transport.

5.5 The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

## **6. Payment**

6.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer and receive payment for the price of the Goods or Services prior to their delivery.

6.2 The Buyer shall pay the price (less any discount or credit allowed by the Seller, but without any other deduction credit or set off) in advance of receipt of Goods or Services. Payment shall be made on the due date (28 days after invoicing) notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

6.3 All payments shall be made to the Seller at its office as indicated on the form of acceptance or invoice issued by the Seller. In the event of a late payment the Buyer will be liable for all the Suppliers expenses, disbursements and interest claims.

6.4 The customer is liable for all deactivation and reactivation fees should the device be suspended or reactivated at any time.

6.5 An administration fee is applicable if the Iridium module within a client's existing unit requires reactivation.

6.6 An administration fee is applicable should any unit require reactivation following suspension of use (i.e. non-renewal of contract)

## **7. Delivery**

7.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the place preferred by the supplier at the price agreed by both parties.

7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the delivery date upon reasonable notice to the Buyer.

7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

7.4 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licenses, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon given written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 10.1 of these Conditions risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

7.5 The Seller shall not be liable for any delay in delivery of the Goods or Services that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or Services.

7.6 The Seller accepts no liability for loss or damage to the Goods or Services resulting from Buyer not following the instructions issued by the buyer.

## **8. Risk and Retention of Title**

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer at: a) in the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or b) in the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.

8.3 Sub-clause 8.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Seller and the Buyer has repaid all moneys owed to the Seller, regardless of how such indebtedness arose.

8.4 Until payment has been made to the Seller in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.

8.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8.6 The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. In the event of re-possession the Buyer shall deliver up to the Seller all Goods in which title has not passed, the cost of which shall be born by the Buyer.

8.7 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if; a) The Buyer commits or permits any material breach of his obligations under these Conditions; b) The Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

## **9. Assignment**

9.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

## **10. Right to Return the Goods and to Receive a Refund**

10.1 If the Buyer is not satisfied with any Goods purchased from the Seller, the Buyer may cancel the Contract and return the Goods to the Seller and obtain a refund of the price of the returned Goods, provided: - a) The Buyer informs the Seller of the decision to cancel the Contract within 14 Calendar Days of delivery of the Goods; and; b) The Goods are returned in their original condition; and c) The Goods are returned in accordance with condition 10.3 below.

10.2 While the Goods remain in the Seller's possession the Buyer is under a duty to ensure that the Goods are kept safe and secure.

10.3 The following transportation charges will apply: - a) The buyer is responsible for all transportation and shipping charges for returned goods & warranty claims. 10.4 Where the Goods are custom made to the order of the Buyer, the Buyer shall not be entitled to return the Goods and receive a refund unless the Goods are faulty. The statutory rights of the Buyer are unaffected.

## **11. Guarantees**

The Seller guarantees all goods against faulty workmanship and manufacturing defects for 12 months from the Delivery Date or an alternative period agreed between the Buyer and Seller. Other than the above the Seller accepts no further liability. WARRANTY IS VOID IF ANY ATTEMPT HAS BEEN MADE TO GAIN ACCESS INTO THE SEALED UNIT OR IT IS NOT INSTALLED IN THE CORRECT MANNER FOLLOWING THE SELLERS INSTRUCTIONS.

## **12. Confidentiality, Publications and Endorsements**

12.1 The Buyer undertakes to the Seller that: - a) the Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default; b) the Buyer will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises note paper visiting cards advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its Licensor; c) the Buyer will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants and agents.

12.2 This Condition shall survive the termination of the Contract and is limited to 12 months.

12.3 The Seller undertakes to the Buyer that: - a) the Seller will regard as confidential the contract and all information obtained by the Seller relating to the business of the Buyer. The Seller acknowledges that all data generated from the goods will be the property of the Buyer once paid for. The Seller will have access to data for operational purposes only. An individual's data will not be made public without prior consent of the owner. b) the Seller will make data available to a third party subject to receiving a written request from the data owner. c) the Seller will employ suitable data security systems to ensure that all data management and transfers comply with all Data Protection legislation (Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended). d) The Seller will comply with their Privacy Policy. e) for the purpose of the supply of Goods and Services fisheries management; latitude, longitude, course, speed and fishing activity data will be shared with the competent fisheries management authorities where legally required.

12.4 It is the responsibility of the Buyer to ensure that their personal data records including device ownership and contact details are maintained and up to date by either contacting the buyer or manually changing them on the Graphical User Interface. The Seller has no liability to the buyer for any loss sustained due to their personal data being out of date. There will be an Administration fee payable by the Buyer to the Seller for the processing the Buyers updated records.

### **13. Communications**

13.1 All communications between the parties about the Contract shall be in writing and delivered by pre-paid first class post or sent by electronic mail (address to be notified accordingly): a) (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller or b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.

13.2 Communications shall be deemed to have been received: a) if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting), within the UK. b) if sent by electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day. c) Succorfish Ltd will respond with a receipt of confirmation for all correspondence within 48 hours.

13.3 Communications addressed to the Seller shall be marked for the attention of Succorfish Ltd.



#### **14. Force Majeure**

14.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause 14.2) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

14.2 Sub-clause 14.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

14.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

14.4 If and when the period of such incapacity exceeds three months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

#### **15. Waiver**

No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

#### **16. 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

#### **17. Severance**

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

#### **18 Termination Rights**

If the agreement is terminated the Buyer will cease to have access to operation of the Good and Services provided by the Seller. The Seller will maintain the Buyers data unless requested to delete. If in the future the Buyer wishes to access their data again, they will be able to do so subject to paying the necessary access fees.

#### **19. Consumer Rights**

The provisions of these Terms and Conditions are in addition to and do not affect the Buyer's statutory rights as a consumer.

**20. Intellectual property (IP) Rights**

The Seller owns all rights to IP for its Goods and Services. The seller grants the Buyer licence to use the Sellers Goods and Services for the period of the contract.

**21. Customers responsibility**

The Buyer is obliged to give the Seller their full cooperation in delivering the contract including but limited to, providing full and correct details upon request, responding to instructions and requests in a timely manner and correctly following all guides and instruction issued by the Seller.

**22. Limitation of Liability**

The Sellers liability to the buyer will be limited to the value of the Goods and Services provided.

**23. Governing Law and Jurisdiction**

The Contract shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English and Welsh courts.

**24. Entire Agreement**

This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

**25. Partnership or agency**

Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

**26. Variation**

No variation of these Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**27. Disclaimer & Conditions of Use**

Succorfish accepts no responsibility for missing reports or messages or commands caused



by communication failure. GPRS / Satellite communication cannot be guaranteed and are subject to disruption but a wide variety of conditions including but not restricted to : range, visibility, weather conditions, movement, or message collisions. In particular, satellite communications.

When using device internal relays, the operator is 100% responsible for any misuse, abuse of this feature. The Seller take no responsibility for consequence or failure of any products hardware or software resulting in any type of accident or injury. By installing the Sellers hardware the buyer accepts these terms and conditions. The Seller takes no responsibility for any emergency alert signals or notifications. The system provides the capability but it is the users responsibility to ensure that the system is installed and maintained correctly and that the message is channelled to an appropriate person. The Seller does not offer a monitoring service for emergency distress signals. The Seller takes no responsibility for indirect or consequential loss sustained from the use of the Sellers Goods and Services. By purchasing the Sellers products, the Buyer agrees that they will use them in a lawful Manner. The Seller takes no responsibility for the delay or accuracy of information provided. The Sellers branded products require installation by a suitably qualified engineer or electrician in order to comply with our warranty.

## **28. Privacy Policy**

### **Objective**

The Seller shall ensure the confidentiality, integrity and availability of all information assets and protect them from threats, whether internal or external, deliberate or accidental. The Seller will ensure business continuity and minimise damage by preventing and reducing the impact of security incidents. The implementation of this policy is in compliance with the 2018 data protection act and mandatory to maintain and demonstrate our commitment to information security and the protection of all important organisation assets by compliance with ISO 27001:2005 and relevant legislation.

### **Why do we collect personal information?**

The Seller collect personal data under the premise of legitimate interest for the purpose of providing a professional, useful, and personalised service to our customers in a business to business capacity and provide our staff with the support and services they require. Such activities include:

- maintain our accounting records
- support and manage our staff
- provide our business services
- provide information about our services
- send automated notifications requested by the customer
- if necessary, confirm someone's identity
- Deliver goods and exchange relevant legal documents

- detect crime and prevent fraud and bring or defend legal actions
- understand our Customers' needs and requirements
- comply with The Companies Act requirements and other legal obligations
- notify changes to our services
- deal with complaints

#### **What sort of details do we collect?**

- Name & Address
- Email & Telephone numbers
- Bank details
- Location records

#### **Sharing Personal Information**

We share personal information in order to run our day-to-day business. We may also give personal information to fraud prevention agencies. The police and other law enforcement authorities can ask for personal information to detect or prevent crime or to comply with legal obligations. If they ask, we have to provide all the information they request.

We will not give information to anyone else unless:

- the person agrees
- we are allowed or required by law to disclose it
- we are involved in a merger, reorganisation, transfer or dissolution

We do not give personal information to any other organisation for their own marketing purposes; and we do not transfer any personal information outside the European Economic Area (EEA)

#### **How long do we keep personal information?**

We will only keep the information for as long as we need to use it, for the purposes it was given to us and for our business needs, or as required by law or regulation. Location and other data derived from our hardware and software will be held ad infinitum on your behalf. When we no longer need to keep personal information or are requested to delete it we will securely and confidentially destroy it.

#### **Can you tell us to stop using your personal information?**

Notwithstanding any legal requirements, if we hold your information because you have agreed you can tell us to stop using all or part of it and we will comply.

#### **Legal Rights**

The law gives special rights to people whose personal information we hold. They have the right to:

- know if we hold their information
- know what we use it for

- know what sort of information we hold
- know who we share it with
- know how long we will keep the information
- receive a copy of the information we hold
- have irrelevant information deleted
- have any inaccuracies corrected
- restrict the way we use their information until inaccuracies are corrected • in some cases, have the information deleted from our records.

**Who do I need to contact about the information you hold about me or if I have a concern or complaint?**

If you have any questions about why we collect and use your information, or:

if you want a copy of it, if you are unhappy with the way we are using your information you believe we should not be using it. please contact us:

Information Officer

Succorfish Ltd

1 Liddell Street

North Shields

NE30 1HE

**29. Sale of business**

If this business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

**30. Cookies**

Cookies are text files stored on your computer, and accessible only to the websites which create them. Our websites may from time to time use cookies and log files for statistical analysis, to understand user behaviour, to administer the site, to tailor the information presented to a user based on their preferences, and to improve user experience. Any information gathered by our use of cookies is compiled on an aggregate, anonymous basis. Most web browsers automatically accept cookies, however you may delete, or disable cookies by following the instructions at <http://www.allaboutcookies.org/manage-cookies/>. Please note that you may not be able to take full advantage of a website if you disable cookies. Our websites use cookies to keep you logged in, so disabling cookies may impair your experience of the service.

Further information about cookies can be found on the Interactive Advertising Bureau's website [www.allaboutcookies.org](http://www.allaboutcookies.org).



### **31. Security**

The internet is not a secure medium. However we take reasonable technical and organizational precautions to prevent the loss, misuse or alteration of your personal information.

We have put in place various security procedures as set out in this policy. For example, our security and privacy policies are periodically reviewed and enhanced as necessary and only authorised personnel have access to user information. We use secure server software (SSL) to encrypt financial information you input before it is sent to us, and our database is hosted in a secure data centre. Whilst we cannot ensure or guarantee that loss, misuse or alteration of data will not occur, we use our best efforts to prevent this.

#### **Changes**

We may make changes to this privacy policy from time to time. If the change in our privacy policy affects the use of your personal information we will use our best endeavours to contact you by email to seek your consent to the use. Continued use of the service will signify that you agree to any such changes

### **32. Acceptance of this privacy policy**

If the Buyer does not agree to this privacy policy, they should refrain from using the Sellers Goods and Services. The Buyer use of the Sellers Goods and Services is confirmation of the Buyers acceptance of the Sellers Privacy Policy. Owing to the global nature of the internet infrastructure, the information you provide may be transferred in transit to countries outside the European Economic Area that do not have similar protections in place regarding your data and its use as set out in this policy. However, we have taken the steps outlined above to try to improve the security of your information. By submitting your information you consent to these transfers.

#### **How to contact us**

We welcome your views about our privacy policy. If you have any questions relating to this Privacy Policy or how we use the personal information we have, please contact us  
at: [support@succorfish.com](mailto:support@succorfish.com)

To find out more about your rights under the Data Protection Act, visit the Information Commissioner's website: [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk) or read the Act online  
at: [www.hmsa.gov.uk/](http://www.hmsa.gov.uk/)