

Party Power PA Hire & Audio Mobile Stage Hire Nottingham – Terms & Conditions

Party Power PA Hire & Audio Mobile Stage Hire recommends that all our customers read our terms and conditions in full. Party Power takes great care to ensure all customers are made aware of our terms and conditions with reminders placed in our websites, within our email signatures, quotations and on the reverse of our invoice / hire agreement that must be signed by the customer. A copy of the signed and binding hire agreement/invoice is provided for the customer to retain.

1 Definitions

1.1 In these terms and conditions the following words will have the following meanings.

- 1.1.1 'The Company' 'Party Power PA, 'Party Power PA & DJ Equipment Hire' 'Audio Mobile Stage Hire' 'AMS' shall mean Party Power PA Hire Nottingham or any part thereof.
- 1.1.2 'The Equipment' shall mean goods, materials, components and services hired or sold by 'Party Power PA Hire Nottingham' or any part thereof.
- 1.1.3 'Goods' shall mean any goods and or materials that 'Party Power PA Hire Nottingham' supplies to the customer (including any of them or part of them).
- 1.1.4 'Services' shall mean any works and services that Party Power PA Hire Nottingham is to supply to the customer (including any of them or part of them).
- 1.1.5 'Dry hire' shall mean the customer collects the equipment hired from the company and returns the equipment back to the company at the times and dates as specified in the contract or order confirmation.
- 1.1.6 'The customer' 'the client' 'the hirer' is the person, business or corporate or public body hiring or purchasing the equipment. Any person purporting to act for the customer shall be bound by the contract.
- 1.1.7 'Consequential losses' shall mean loss of profits, contacts or other consequential loss or damage whatsoever.
- 1.1.8 'Special conditions' shall mean any special terms and conditions applicable to the hire agreement or contract identified as being special conditions and appearing within the company quotation to the customer.
- 1.1.9 'Contract' 'hire agreement' shall mean the contract between Party Power PA Hire Nottingham and the customer for the hire or sale of goods and or services.
- 1.1.10 'Order confirmation' shall mean invoice or hire agreement.
- 1.1.11 'Interest' shall mean interest calculated in accordance with clause 4.1.
- 1.1.12 'Act of God' shall mean an event that directly and exclusively results from the occurrence of natural causes that could not have been prevented by the exercise of foresight or caution; an inevitable accident.
- 1.1.13 The hire agreement shall be interpreted and applied in accordance with English Law and the parties to this contract agree to submit to the jurisdiction of the English Courts.
- 1.1.14 The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

2 Production & Hire Terms

2.1 Quotations, Orders and Order Confirmations

- 2.1.1 Quotations issued by the company are valid and open acceptance within 30 days from the date of issue, unless stated otherwise in the quotation.
- 2.1.2 Orders issued by the customer shall only bind the company and the customer when confirmed in writing by the company.
- 2.1.3 If conditions relating to the delivery, collection, quantity, price or payment or other matters stated in the companies order confirmation vary from the customers order or acceptance of quotation and the customer does not wish to accept the variations then the customer must notify the company to that effect in writing within 5 working days of the order confirmation. Failing which, the customer shall be deemed to have accepted all the terms and conditions which shall commit a binding commitment between the parties.

2.2 Charges

- 2.2.1 Hire charges commence from the date stated in the contract and are payable for the period of hire.
- 2.2.2 Equipment must be returned at the agreed time on the date specified in the hire contract in a clean and fully working condition.
- 2.2.3 Additional charges accrue at the full daily rate per day together with any consequential loss in the event of the breach of these conditions or the equipment not being available for use by the company or other customers.
- 2.2.4 All cables must be returned cleaned, coiled and fastened and returned in the same condition and container as that in which they were received. Failing which, a default charge of £1.50 per cable will be made to the customer for the cleaning / recoiling of each cable.
- 2.2.5 All equipment must be returned cleaned and in fully working / undamaged condition with all supplied parts, spares, manuals and containers and cases intact. Failing which, the customer shall be deemed to have accepted the charge in full of repairing or replacement of missing and damaged equipment /parts thereof at the current list price. A charge of £25 per hour will also be charged to the customer for time spent by the company in restoring the equipment ready for use by the company.

2.3 Hire Period

- 2.3.1 The hiring period commences at the time of delivery or collection on the date as specified in the order confirmation and hire contract.
- 2.3.2 A hire period is for 24 hrs from the agreed time of delivery or collection to the hire end time and date as specified in the order confirmation and hire contract.
- 2.3.3 All equipment remains the sole property of the company for the duration of the hire period and must be surrendered to a representative of the company upon request.
- 2.3.4 All equipment and service hire periods that exceed the agreed event and hire end time as specified in the order confirmation and hire contract the customer will be charged at £10 per additional half hour per staff member present (see 2.2.2).

2.4 ID - Permission to enter Hire Contract

- 2.4.1 The signatory to the hire contract warrants that they are duly authorized on the customer's behalf to enter into the contract and hereby personally indemnifies the company against all losses and costs that may be incurred by the company if this is not the case.
- 2.4.2 Where the customer has not been granted accounts facilities, one form of pictorial ID either a valid UK passport or full UK driving license and two recent bank statements or utility bills confirming the customers name and present address must be provided by the customer, which may be retained for the duration of the hire period.

2.5 Payment

- 2.5.1 Where account facilities have been granted to the customer in writing, all hire fees and charges must be paid within 30 days of the invoice issue date.
- 2.5.2 Where no account facilities have been granted to the customer in writing, each payment must be made by the required payment method, date and/or time as specified within the company quotation and/or order confirmation. Should the company quotation and order confirmation not specify a payment date and/or time then by default the following applicable payment terms apply-
- 2.5.2.1 **A) For all Dry Hires:** A 25% booking deposit must be received to confirm the customers order. The remaining balance due must be paid in advance or at the time of collection in cash.
- B) For Assisted Hires, Productions and Events:** A 25% booking deposit must be received to confirm the customers order. The remaining balance due must be paid in advance or at the time of delivery in cash.
- 2.5.3 Payment methods available to our customers are as follows -
- 2.5.3.1 **A) Bank Transfer:** Accepted by the company for deposit and balance payments -
Cooperative Bank -
Account: 03061693
Sort Code: 089300.
All customers must submit an event date identification reference to all bank transfer payments. It is the responsibility of the customer to clearly identify their payment with their event date and/or quotation/invoice number. It is the customer's responsibility to contact the company to confirm that the company has received their payment. The company will not accept any liability for misinterpreting unidentified payments that are received.
- 2.5.3.2 **B) Cheque:** Accepted by the company where account facilities have been granted to the customer in writing and for advance deposit and balance payments where they are received by the company a minimum of 10 days prior to the customers event date.
- 2.5.4 **Damage Deposits:**
- 2.5.4.1 **For all dry hires:** where no account facilities have been granted by the company in writing, a cash damage deposit must be paid to the company upon the collection of the equipment.
- 2.5.4.2 Where account facilities have been granted in writing a damage deposit equaling 25% of the total quoted hire price is required when booking.
- 2.5.4.3 Where no account facilities have been granted the company will not Dry Hire equipment with a replacement value exceeding £250.
- 2.5.4.4 Where the hired equipment has a replacement value of less than £100 a £50 cash damage deposit is required on collection. Where the hired equipment has a replacement value exceeding £100 a £100 Damage Deposit is required on collection.
- 2.5.4.5 The damage deposit must be paid in cash or by bank transfer. The damage deposit will not be returned should any equipment be returned damaged,

- lost or stolen, at which point the customer will be informed of the repair / replacement cost, which will be paid by the customer.
- 2.5.4.6 The company reserves the right to withhold the damage deposit for up to 1 calendar month after the hire date of the damaged/lost/stolen equipment should it be necessary. If the customer and the company are still in on-going communications about the repair/replacement cost and/or payment of the repair/replacement cost by the customer then the company reserves the right to keep the damage deposit longer than 1 calendar month.
- 2.5.4 Cheque payments must be received by the company 10 days prior to the hire date specified on the company quotation in order to allow the payment to clear prior to the hire date.
- 2.5.4.5 Where no account facilities have been granted to the customer in writing, payment for repair/replacement costs will be deducted from the damage deposit or charged in addition to the damage deposit where necessary.
- 2.6 Cancellation of a Confirmed Order**
- 2.6.1 The customer must cancel their confirmed booking in writing.
- 2.6.2 The customer agrees that if they cancel their confirmed order of equipment or services at short notice then they will pay a cancellation charge

2.7. Customer Responsibilities

- 2.7.1 It is the customer's responsibility to ensure that the information / instructions submitted to the company is correct. The company will not accept any liability for acting on the information / instructions provided by the customer.
- 2.7.1. The customer, responsibility for the equipment commences on receipt of the equipment by the customer or his/her agent or on delivery and ends when the customer is in possession of the company unqualified receipt for the return of equipment
- 2.7.2. The customer shall not at any time sell, dispose or otherwise part with control of the equipment to any third party or attempt to do so.
- 2.7.3. The signatory to the hire contract and the customer jointly and severally undertake with the company that everyone who uses the equipment has been properly instructed in its safe and proper operation and will ensure that every user is in the possession of necessary instructional material and further will not allow the equipment to be misused.
- 2.7.4. The customer will at all times fully indemnify the company against any expense, liability, financial loss, claim or proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising out of or in connection with the delivery, hire, use, non-use, repossession, collection, return, or non-return of the equipment.
- 2.7.5. Nothing in this clause shall affect the statutory rights of the customer or purport to exclude any liability which may not be excluded under the Unfair Contract Terms Act 1977.

2.8. Electrical Equipment

- 2.8.1. Any electrical equipment should be used with plugs and/or sockets as fitted.

- 2.8.2. The customer must not at any time whatsoever remove any plug, socket, connector, coupler or device from any cable without written authorisation from the company. Any plug, socket, connector, coupler or device found to be missing or damaged will be replaced with all costs at the expense of the customer. Any plug, socket, connector, coupler or device found to be incorrectly refitted by the customer will be replaced and/or refitted by the Company at the expense of the customer.
- 2.8.3. The customer is responsible at all times for ensuring that the power supply to which an item of equipment is connected has a regulated output and suitable for that equipment and furthermore ensure that the equipment shall at all times be properly earthed.
- 2.8.4. No cable shall be deliberately cut for any reason or purpose whatsoever. Tails will be supplied to enable connections to distribution boards on request.
- 2.8.5. The customer will be responsible for any damage caused to any plug, socket, coupler, connector, cable, device or equipment caused by connection to an unsuitable power supply, misconnection to any power supply or overloading. The Company will not be responsible for any damage caused to any power supply, generator, distribution board or other items of equipment caused by the neglect or inexperience of the customer.
- 2.8.6. All electrical equipment must be protected / isolated from water / moisture / wet weather conditions at all times. The Company will not be responsible for any damage caused to its equipment by water during the hire period. The company will not be responsible for injury / death by electric shock to any persons caused by water entering its equipment during the hire period. The cost of repair / replacement of damaged / lost / stolen equipment is the responsibility of the customer.
- 2.9. **Equipment Maintenance and Reporting**
- 2.9.1. The customer shall ensure that equipment remains serviceable and clean during the hire period.
- 2.9.2. All items are despatched tested and believed to be in full working order. Any breakdown or unsatisfactory working of equipment shall be immediately notified to the company.
- 2.9.3. The customer shall under no circumstances attempt to repair the equipment without prior authorisation from the company.
- 2.9.4. Any damaged or unsatisfactory equipment must be returned to the company premises for examination at the Customer's expense.
- 2.9.5. If the Equipment is involved in any accident resulting in damage to either the equipment or other property or injury to any person the customer shall notify the company immediately.
- 2.9.6. Equipment must not be removed from any site originally specified by the customer or from any subsequently authorised site without prior consent of the company.
- 2.10. **Compatibility of Equipment**
- 2.10.1. The customer shall ensure that the equipment is compatible and may safely be used with any other equipment being used by the customer.

2.10.2. The customer shall be responsible for ensuring that any equipment is suitable for their purposes.

2.11. Insurance

2.11.1. The customer agrees to pay the company the full retail cost of any equipment lost, stolen or damaged beyond economic repair (without deduction for usage wear tear or age).

2.11.2. The customer shall insure the goods against the above liability.

2.11.3. All monies received by the customer from any insurance company or third party in settlement of any claim shall be held in trust by the customer and paid to the company on demand to the extent that any such payment is due under this clause.

2.11.4. The customer shall not compromise or settle any claim without the express consent of the company.

2.11.5. In the case of equipment which is lost, stolen or damaged beyond economic repair the customer shall pay a charge at the full daily rate together with interest and consequential loss until the equipment is replaced.

2.12. Condition of Returned Equipment

2.12.1. The customer is fully responsible for care, safekeeping and return in good order of the equipment.

2.12.2. The customer will reimburse all costs incurred by the company in rectifying the condition of any equipment returned damaged or unclean and shall in addition pay a charge at the full daily hire rate together with interest and any consequential loss until rectification.

2.12.2.1. All tears, burns, cuts or rips made to drapes and stage drapes will not be repaired by the company. The customer will reimburse the full retail cost of any drapes or stage drapes returned in any of these conditions.

2.13. Termination of Hire

2.13.1. The company shall be entitled to terminate the contract with immediate effect and to repossess the equipment if at any time:

(a) The customer is in breach of these terms; or

(b) The customer shall take any steps or if any act or proceeding is commenced in which the customer's solvency is in the reasonable view of the company, in doubt. Such termination shall not affect the right of the company to recover from the customer any monies due under this contract, interest consequential loss or damages for breach.

2.13.2. The customer hereby authorises the company to enter upon any property upon which the company reasonably believe any equipment to be and the company in their absolute discretion may recover and remove the equipment.

2.13.3. The customer hereby authorises the company (notwithstanding any subsequent instruction to the contrary after the date of the commencement of the hire contract) to deduct any sums properly due to the company arising under a breach of these terms from any credit card, debit card or charge account details of which are in the possession of the company.

3.13.4 The company reserves the right to terminate any contract / agreement with the

customer, if its staff / representatives or equipment are threatened with physical violence, act of god risk of damage, loss and / or bodily injury. The customer is responsible for paying all costs / consequential losses incurred by the company

3. Conditions as to Sale, Service and Repair:

3.1. Quotations, Orders and Order Confirmations

3.1.1. Quotations issued by the company are valid and open for acceptance within 30 days from the date of issue, unless stated otherwise in the quotation.

3.1.2. Orders issued by the customer shall only bind the company and the customer when confirmed in writing by the company.

3.1.3. If conditions relating to the delivery, collection, quantity, price or payment terms or other matters stated in the company, order confirmation vary from the customer, order or acceptance of quotation and the customer does not wish to accept the variations, then the customer must notify the company to that effect in writing within 5 working days from the date of order confirmation. Failing which, the customer shall be deemed to have accepted all the terms and conditions, which shall commit a binding commitment between the parties.

3.2. Risk In Title

3.2.1. The risk in the equipment shall pass to the customer immediately on delivery to the customer at the address shown for delivery on the order confirmation. Or should the customer collect the equipment, the risk in the equipment shall pass to the customer immediately upon collection.

3.2.2. Property and title in the equipment shall remain vested in the company. Furthermore, the company reserves the right to dispose of the equipment until such time as the price shall have been paid in full.

3.2.3. If any part of the payment is overdue or if the customer is in breach of any of these terms or if the customer or any third party shall seek any steps or any act or proceeding in which in the reasonable view of the company, the customer, solvency is in doubt the company may (without prejudice to any of the company, other rights) recover or resell the equipment and may enter upon the customer, or any third parties property for that purpose.

3.3. Receipt

3.3.1. The customer or any duly authorised person on behalf of the customer shall receive and unload the equipment and shall check the same for quantity and condition in the presence of the company, selected carrier.

3.3.2. Any shortage or unsatisfactory equipment shall be endorsed by the customer or a duly authorised person on behalf of the customer on the delivery document and the customer shall give written confirmation to the company within 3 days of delivery.

3.3.3. No claim in respect of shortage of or unsatisfactory condition of the equipment shall be entertained by the company unless condition 3.3.2 is observed.

3.3.4. This condition does not affect the statutory rights of the customer.

3.4. Price

3.4.1. The company is not VAT registered and no VAT is charged to our advertised prices.

3.4.2. The price charged will be the price ruling at the time of delivery. Where this is at a

variance with the price quoted for and detailed in the order confirmation, the customer will be advised prior to delivery.

3.5. Payment

3.5.1. Where account facilities have been granted to the customer in writing, all invoices must be paid within 30 days of the invoice issue date. Should the outstanding balance on the account become overdue, the company reserves the right to put all orders on hold until such a time as the account is settled in full.

3.5.2. Where no account facilities have been granted, payment must be made at the time of order, or alternatively if previously agreed with the company.

3.6. Warranty

3.6.1. The company does not offer any warranty on any goods sold. The customer should complete any manufacturer,s warranty supplied with the goods sold. On occasions in exception, where the company does offer Parts & Labour warranty on goods, the inclusion of this warranty will be explicitly stated on all quotations & order confirmations. Where this occurs, terms of the company,s warranty are as follows:

3.6.1.1. The company offers Parts & Labour warranty on goods sold from the date of purchase / repair for the following durations, (unless otherwise stated):

a) New Goods: 12 months from purchase date.

b) 2nd-hand goods: No warranty.

c) Spare parts: No warranty.

d) Warranty repairs: The remainder of the warranty period.

3.6.1.2. Parts & Labour warranty means that any defective parts covered by this warranty will be repaired and/or replaced at the sole discretion of the company. All parts & labour used in the repair / replacement of any goods will be at the company,s own expense. All other costs, such as transportation for the return of goods to and from the company,s service centre, will be at the expense of the customer.

3.6.1.3. For the duration of any repairs to goods under warranty the company is not required to temporarily replace any goods with equivalent or similar goods on temporary hire. Any goods requested and/or provided on temporary hire will be at the customer,s expense. Should the duration of any repairs (from the day that that goods are received in the company,s service centre) exceed 14 days, then the remainder of the warranty period will be extended by the number of days that the company had the goods in its service centre for repair.

3.6.1.4. All defects that are covered by this warranty must be reported to the company immediately after the defects were discovered by either e-mail or facsimile. Should the customer fail to do so, the customer shall be deemed to have waived their rights on the warranty.

3.6.1.5. Parts & Labour warranty excludes the following:

a) Replacement of lamp(s).

b) Effects due to normal wear and tear.

c) External causes, such as accident, abuse, theft, misuse or modifications.

d) Acts of God, such as lightning strikes, earthquakes, floods, terror, or other circumstances outside the reasonable control of the company.

3.6.1.6. Parts & Labour warranty becomes void the moment any one of the following occurs:

- a) The warranty period expires.
- b) The customer attempts to, and/or succeeds in repairing or replacing any part(s).
- c) The customer sells the goods on to a third party.
- d) The customer fails to make full payment of the purchase price of goods before or on the due date.

4. Conditions Applicable to All:

4.1. Payment and Interest

4.1.1. Where payments are not made on the due date the company will be entitled to charge interest on the overdue amount (inclusive of previously accumulated interest) that is overdue at the rate of 4% per 30 calendar days or part thereof for the period for which such monies are overdue.

4.1.2. The payment of such interest shall be without prejudice to any other rights or remedies of the company.

4.1.3. Any legal or other charges incurred in the recovery of money or equipment shall be paid by the customer

4.1.4. Notwithstanding any provision in these terms of business to the contrary the customer shall if required by the company pay such sum on account of the hire charges or price for goods and or services as shall be agreed at the time of placing the order.

4.1.5. The company does not commit itself to send statements of account, but normally does so on a regular basis. In the event that the company does not within 30 calendar days of the date of a statement of account receive an objection in writing against its balance, the statement of account shall be deemed to have been conclusively accepted by the customer, also with effect in respect of a subsequent dispute.

4.2. Confirmation of Order

4.2.1. Any order or instructions required to be given to the company by the customer shall be given by them in writing. If given orally, it shall be confirmed in writing to the company as soon as possible but no later than 14 calendar days prior to required date. The company will not be liable for the consequences of any inaccuracies or misunderstandings resulting from any order or instructions by the customer not received by the company in writing or so confirmed.

4.3. Liability

4.3.1. The company,s liability for any defect in the equipment shall be limited to and in no case exceed: -

- a) any manufacturer,s warranty sold with the equipment; or if there shall be none:
- b) the total hire cost of the equipment hired from the company.

4.3.2. Consequential losses: Nothing in these terms and conditions shall make the company liable for any consequential loss to the customer including any expense liability loss claim or proceeding whatsoever caused by or arising out of the late delivery, non-delivery, unsuitability incompatibility, or unlawful repossession of the Equipment or any part thereof or any breakdown or stoppage of the same.

4.3.3. The company will not be responsible for any non-fulfillment of contract by either Management or Artist, or for any goods or services booked from a third party, but

every reasonable safeguard is assured.

4.4. Injury to Persons and Damage to Property

4.4.1. Subject to clause 4.3 above the company shall not be liable for any loss other than that which directly arises from any injury to persons or damage to tangible property where and only to the extent that such injury or damage is caused by any defects in the equipment and where such defect is caused by the negligence of the company.

4.5. Force Majeure

4.5.1. Although the company shall use all reasonable endeavors to discharge its obligations under a contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

4.6. Delivery and Carriage

4.6.1. All times quoted or stated for delivery are approximate only.

4.6.2. Hire charges or sale prices do not include carriage. Any expenses incurred by the company in delivery or recovering equipment or attempting the same will be paid by the customer.

4.6.3. Where carriage charges are quoted by the company, all charges are inclusive of VAT and the company shall be free to select a carrier and mode of transport. Unless otherwise stated on the order confirmation, transportation of goods shall be at the customer,s expense and risk, and the customer shall be responsible for insuring the goods during transit at his/her own risk.

4.6.4. The customer must examine all goods delivered for the purpose of ascertaining whether they are in conformity with the contract of sale. The customer shall be deemed to have accepted the goods in respect of such lacks of conformity, which he/she discovered or ought to have discovered during such examination, if he/she has not notified the company to the contrary in writing within 5 working days after the goods, arrived at their destination.

4.7. Rights Reserved

4.7.1. Any failure by the company to enforce any or all of these conditions shall not be constructed as a waiver of any of the company,s rights hereunder.

4.7.2. If any provision of the contract which is held by a competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of the contract and the remainder of such provision shall not be affected.

4.7.3. The company reserves the right to use photographic equipment at events where it supplies equipment and/or services for the purposes of obtaining photographs and video footage of the company equipment and/or crew in use/work, which may be used on the company website and/or for advertising and marketing purposes. The company will restrict its usage of such photographic equipment when provided prior to the event start date, and in writing, with any legal documentation or artist contractual clauses that detail the prohibition of such equipment.

4.7.4. The company reserves the right to terminate any contract / agreement with the customer, if its staff / representatives or equipment is threatened with violence, damage, act of god, loss and / or injury. The company,s contractual duty to the customer, shall be terminated. The customer, is deemed responsible that he/she did not thereby provide contingencies, and exempt them self from responsibilities in certain events and in such case, (that is, in the instance of an absolute general contract the customers responsibility is not excused by an inevitable accident, or other

contingency, although not foreseen by, nor within the control of the customer. The customer is responsible for paying all costs / consequential losses incurred by the company in such case.

4.8. Copyright

4.8.1. The company notifies the customer that playing or showing copyright material in circumstances where the customer or anyone authorised by him/her does not hold the appropriate license of the copyright holder he/she will infringe copyright and may become liable in damages for so doing.

4.8.2. The customer by accepting delivery of sound or visual reproduction equipment warrants that he/she has or will obtain the appropriate license for the said performance playing or showing, prior to using the equipment for the said purpose.

4.9. Your Information

4.9.1. The company will hold information about its customers on file both written and electronically. This information will comprise of customer contact information, event specific information, account information, quotation information and any other relevant details that relate to the products and services that customers request from the company.

4.9.2. The company will not disclose customer information to any third party without the customer,s consent unless one of the following exceptions applies:

a) The company is legally required to disclose;

b) The company have a public duty to disclose; or

c) A company procedure requires disclosure (e.g. passing of details to Credit Reference Agencies).

4.9.2.1. The company may share customer information with Credit Reference Agencies (CRAs) and Fraud Prevention Agencies, to verify customer identity and suitability for credit applications.

4.9.3. Under the data protection act customers are entitled to a copy of their personal data held by the company. Customers requiring a copy of their data must request so in writing together with the provision of a stamped self-addressed envelope to the address, which they require their data sending.

4.9.4. The company may use customer contact information to issue customers with information relating to the company products and or services via written and or electronic communication methods.

4.9.5. The company reserves the right to record and monitor telephone conversations for employee training and other purposes.

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