

General Terms & Conditions For provision services and installed products.

**1 DEFINITIONS**

"**THE COMPANY**" is 'home-connect' being the organisation responsible for the design, maintenance and/or monitoring (if applicable) of the installation which is the subject of this Contract, sometimes referred to as "our" or "we" in these Terms and Conditions.

"**THE CUSTOMER**" is the person or organisation who agrees to form a contract use our services, referred to as "you" or "your" in these Terms and Conditions.

"**THE PREMISES**" are the Premises set out in the Specification.

"**THE INSTALLATION**" is the installed system defined in the Specification.

"**INSTALLATION STANDARD**" is the standard to which the equipment is to be installed and/or maintained, together with any other formal requirements stipulated as a condition of the regulatory body by which the Company is approved.

"**CONTRACT**" means the Quotation, Specification, Maintenance and Acceptance together with these Terms and Conditions.

"**SPECIFICATION**" means the design specification which defines the level of functionality, protection, surveillance or access afforded by the Installation. It is an integral part of this Contract.

"**QUOTATION**" means the proposed price for services, materials, equipment and its installation.

"**HANDOVER DATE**" means the date on which the physical installation work is completed (not withstanding that connection of any remote signalling is outstanding) and the Handover Completion Certificate has been signed.

"**CORRECTIVE MAINTENANCE**" means the investigation and repair of faults reported by the Customer.

**2 GENERAL**

Acceptance, signified by the exchange of goods and/or services for payment, includes acceptance of these Terms and Conditions along with any other requirements defined in the Specification. For the purposes of interpretation, where the requirements of the Specification conflict with any clauses of these Terms and Conditions, the Specification requirements shall take precedence. All other terms and conditions not contained in or implied by the Contract are excluded. Nothing in these Terms and Conditions, either stated or implied, shall detract from the Customer's statutory rights.

**3 COSTS**

- i) The quoted costs may be revised if:
- a) you want the work carried out more urgently than agreed; or
  - b) you change the Specification; or

- c) your Premises are in some way unsuitable for the equipment and this was not apparent from initial discussions, original survey or there are circumstances about which we should have been made aware; or
- d) there are any other special circumstances we were not aware of when supplying our original quotation. All telephone/internet line installation, rental and call charges are the responsibility of the Customer.
- ii) Payment for goods and/or services is typically expected on the day of work completion unless otherwise agreed.
- iii) Work is normally carried out during usual working hours of 9.00am to 6.00pm Monday to Friday except statutory holidays. Requests made by the Customer to work outside these hours may incur additional charges. See 3(i) above.
- iv) We will take reasonable care of your property however unless otherwise agreed, the Quotation does not include additional work such as redecoration, carpet laying or building work.
- v) Any equipment forming part of the installation which is not sold to the Customer, such as signalling equipment or firmware, shall remain the property of the Company and will be maintained and/or replaced at the Company's expense unless such failure was attributed to any of the causes given in 7 (i). Any equipment which remains the property of the Company shall be defined in the system Specification. We reserve the right to recover such equipment on termination of a relevant maintenance contract.

#### **4 COMPANY'S OBLIGATIONS**

- i) When providing new installations, we will hand it over in good working order conforming to the Installation Standard declared in the Specification. We will always seek your agreement should changes to the specification be required during installation.
- ii) When we commission the Installation, we will train you in its operation. When you are satisfied with the Installation, we will give you a Handover Completion Certificate to sign. Where applicable we will give you a Certificate of Conformity when the Equipment has been paid for in full.
- iii) We agree that, if any of the equipment or our workmanship is faulty in the first twelve months (or longer depending on the product specification), it will be repaired or replaced at our expense, including call-out, provided you let us know as soon as the fault occurs.

#### **5 CUSTOMER'S OBLIGATIONS**

- i) You agree to pay the company the installation, service/maintenance or call out charges on the day that work, services, products are rendered or delivered unless otherwise agreed.
- ii) You must not interfere with, or allow anyone else to interfere with, adjust, service or attempt to repair or reset the Equipment at any time.
- iii) Ownership of materials and equipment provided to fulfil the installation requirements remain the

property of the company until it has been paid for in full. We have the right to remove the Equipment from your Premises without notice should the balance of the agreed invoice total not be paid within the agreed time frame. By agreeing the Contract with us, you irrevocably authorise us to enter your Premises to remove the Equipment if payment remains outstanding.

iv) If you cancel the Contract, we reserve the right to charge for materials, equipment & labour costs already incurred and make a reasonable charge for damages for breach of contract.

v) You need to notify us of any change in the layout of your Premises, as this may affect the effectiveness of the Equipment to detect movement or intrusion.

vi) You agree to permit the Company and representatives of its regulatory body (whilst accompanied by the Company's staff) access to the installation for the purposes of maintenance or inspection.

## **6 SERVICE AND MAINTENANCE**

i) Unless otherwise agreed, our maintenance service(s) are 'one time' in nature and do not denote an ongoing or inclusive contract of maintenance.

ii) If we are called to attend the premises, or repair the equipment, we reserve the right to charge at our usual rates unless the work is covered by Clause 4 (iii).

iii) Maintenance & service charges do not include replacement parts or consumable items such as batteries, which will be charged in addition to the standard charge.

## **7 LIABILITY**

The Company does not know, and shall not be deemed to know, the true value of the Customer's property or premises and is not the insurer thereof.

i) The Company shall not be liable for the costs of any work, repairs or replacement of materials or equipment which results from fire, electrical power surge, storm, flood, accident, neglect, vermin, misuse or malicious damage & vandalism.

ii) The Company has provided limited insurance cover for itself with indemnity for claims made against it in respect of accident, injury, loss or damage. Cover also extends to failure to perform and wrongful advice given unwittingly. A copy of the relevant insurance schedule is available to the Customer upon request.

iii) For all our products and services, whether designed for communication or to detect or deter intrusion and reduce the risk of loss or damage, the Company does not represent or warrant that the installation may not be ignored, neutralised, circumvented or otherwise rendered ineffective by unauthorised persons and in such event the Company shall not be liable for any loss or damage suffered by the Customer, third parties or other unauthorised persons. The Company accepts no liability for claims falling outside the ambit of the indemnity referred to in Clause 7 (ii) above and the Customer is advised to arrange sufficient insurance cover in respect of claims arising due to injury, loss or damage howsoever caused.

iv) The company is not responsible for misuse of an installation nor is it responsible for preventing misuse. Responsibility for policing or controlling the use of the installation falls on the customer or their designated persons of responsibility.

v) All equipment will be installed to customer agreed specification, we do not accept liability due to third party disputes from its installation, presence or misuse. All equipment, fixings and installation methods will be agreed with the customer in advance.

vi) Like all electronic equipment, the system could fail in rare and exceptional circumstances and the Company cannot guarantee that it will be operational at any specific time or for any specific period.

vii) The terms and conditions given in this contract do not affect your rights under the Sale of Goods Act or Unfair Contract Terms Act.

### **8 TERMINATION**

i) The Company reserves the right to withhold any paid deposits or claim for costs incurred in the event the customer terminates or withdraws from an agreement to provide goods or services.

ii) The Company may terminate this Contract should the Customer breach any of its conditions or if the Customer is in arrears with any payments due for a period in excess of 30 days. This will not prejudice the Company's right to reclaim the payment outstanding.

iii) The Company reserves the right to remove logos, nameplates, motifs or any other Company identity from Equipment it owns or has provided.

### **9 FORCE MAJEURE**

Any failure by the Company to fulfil any of its obligations under the terms of this Contract due to reasons beyond its control shall not be considered a breach of this Contract.

### **10 APPLICABLE LAW**

This Contract is governed by the laws of England and Wales, Scotland or Northern Ireland as the case may be and each party submits to the jurisdiction of the courts thereof.