

## **Terms and Conditions of business**

### **1. Definitions**

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

(a) Event Outside Our Control: is defined in clause 13.2;

(b) Goods: any goods including but not limited to cables and other materials that We are selling to you as set out in the Project quotation;

(c) Order: your order for the Services and any Goods as set out in your written acceptance of the project quote;

(d) Our Equipment: any equipment, including tools, systems or facilities, provided by Us or our subcontractors and used directly or indirectly in the supply of the Services;

(e) Product: the product We create for you as a result of the Services as set out in the Project quotation;

(f) Project: the project as described in the Project quotation;

(g) Project quote: the detailed plan describing the Project and setting out the estimated timetable, the Services and any required Goods, agreed in accordance with clause 3 of these Terms and accepted by you in your Order.

(h) Services: the services that We are providing to you as set out in the Project Plan;

(i) Terms: the terms and conditions set out in this document; and

(j) We/Our/Us: Norfolk Smarthomes Limited, a company incorporated and registered in England and Wales under company number 08412480 and with our registered office at 25 Rookery Business Park Silver Street Besthorpe, NR172LD. VAT number is 183 2345 13

1.2 When We use the words "writing" or "written" in these Terms, this will include email unless We say otherwise.

### **2. Our contract with you**

2.1 These are the terms and conditions on which We supply Goods and/or Services to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in the Project Plan are complete and accurate, before you place the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 These Terms will become binding on you and Us when you place the Order and/or We procure the Goods and/or We commence provision of the Services, at which point a contract will come into existence between you and Us.

2.4 If any of these Terms conflict with any term of the Order, the Order will take priority.

### **3. Quotation**

3.1 The quote shall be agreed in the following manner:

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(a) you shall provide Us with a request for a quote, setting out your requirements and specifications, including a description of what work is to be done, dates by which it is requested to be started and finished, any Goods that are required and such other information as We may request to allow Us to prepare a draft quotation ;

(b) We shall, as soon as reasonably practicable, provide you with a draft quotation; and

(c) We shall discuss and agree the draft quotation with you and when it has been agreed, you shall formally agree to the quote.

3.2 Once the quotation has been agreed in accordance with clause 3.1 (c), no amendment shall be made to it except in accordance with clause 4.

#### **4.Changes to the Project Plan**

4.1 If you request a change to the Project Plan, We shall, within a reasonable time, provide you with a written estimate of:

(a) the likely time required to implement the change;

(b) any necessary variations to Our charges arising from the change; and

(c) any other impact of the change.

4.2 If you wish Us to proceed with the change, We have no obligation to do so unless and until you and We have agreed the necessary variations to Our charges, the Project Plan and any other relevant terms to take account of the change.

4.3 Notwithstanding clause 4.2, We may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

#### **5.Delivery of Goods**

5.1 We will contact you with an estimated delivery date. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 13 for Our responsibilities when this happens.

5.2 Delivery shall be completed when We deliver the Goods to the address you gave Us.

5.3 The Goods will be your responsibility from the completion of delivery.

5.4 You own the Goods once We have received payment in full.

#### **6. If the Goods are faulty If you are a consumer,**

you have legal rights in relation to Goods that are faulty or not as described. Nothing in these Terms will affect these legal rights.

#### **7.Third-party manufacturer's guarantee of Goods**

The Goods come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods. This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described.

## **8. Providing Services**

8.1 We will supply the Services to you from the date set out in the Order until the estimated completion date set out in the Order in compliance with the Part P Competent Person Scheme and with BS7671 current at the time of installation.

8.2 We will make every effort to complete the Services on time in accordance with any dates in the Project Plan. However, any such dates shall be estimates only and time for performance by Us shall not be of the essence. There may also be delays due to an Event Outside Our Control. See clause 13 for Our responsibilities when an Event Outside Our Control occurs.

8.3 Subject to clause 12, We shall not be responsible for carrying out any redecorating work (including but not limited to plastering or painting) at the relevant premises following the supply of the Services.

8.4 We will need certain information from you that is necessary for Us to provide the Services. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked.

8.5 You are responsible (at your own cost) for preparing and maintaining the relevant premises for the supply of the Services (including but not limited to the provision of the equivalent of at least 3 (three) car parking spaces for Our vehicles, Power, Fresh water, toilets and internet connection), for obtaining and maintaining all necessary licences, consents and complying with all relevant legislation in relation to the supply of the Services and for providing Us or our subcontractors with access to the relevant premises in a timely manner.

We will not be liable for any delay or non-performance where you have failed to do so.

8.6 We may have to suspend the Services if We have to deal with technical problems or to make changes agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency.

8.7 If you do not pay Us for the Services when you are supposed to as set out in clause 11.2, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 11.6). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 11.5.

8.8 If we suspend the Services under this clause 8, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.

8.9 You must not dispose of or use Our Equipment kept at the relevant premises other than in accordance with Our written instructions or authorisation.

8.10 If We design the Product for you, We will own the copyright, design right and all other intellectual property rights in the Product and any drafts, drawings or illustrations We make in connection with the Product for you.

## **9. Our guarantee on Services**

9.1 We guarantee that for a period of 1 (one) year, the Product and services shall be free of material defects.

9.2 This guarantee does not apply to any defect arising from: (a) fair wear and tear; (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party; (c) if you fail to operate or use the

Goods and/or the Product in accordance with the user instructions;(d)any alteration or repair by you or by a third party who is not one of Our authorised repairers; and(e)any specification provided by you.

9.3 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described.

9.4 We shall charge you a call out charge of £100.00 if We are required to attend your premises to inspect a Product defect and the guarantee in clause 9.1 does not apply due to the matters set out in clause 9.2.

## **10 .If there is a problem with the Services**

10.1 In the unlikely event that there is any defect with the Services or Product:

- (a) please contact Us and tell Us as soon as reasonably possible;
- (b) please give Us a reasonable opportunity to repair or fix any defect; and
- (c) We will use reasonable efforts to repair or fix the defect as soon as reasonably practicable.

You will not have to pay for Us to repair or fix a defect with the Services or Product under this clause 10.1.

10.2 If you are a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Nothing in these Terms will affect these legal rights.

## **11.Price and payment**

11.1 Our prices are subject to VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.

11.2 You must make payment for all Goods in full at least 7 (seven) days in advance of the commencement of the supply of the Services for which such Goods are required.

11.3 Progress payments will be made according to the payment set out in the project quote. Equipment will not be ordered until the equipment deposit has been submitted

11.4 We shall submit Our invoices to you for the Services as set out in clause 11.3 and you shall pay Our invoices in full and in cleared funds within 14 (fourteen) days of receipt.

11.5 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 5% (five percent) a year above the base rate of the Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual

payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

11.6 If you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 11.5 will not apply for the period of the dispute.

## **12.Our liability to you**

12.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a

foreseeable result of Our breach of the Terms or Our negligence. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

12.2 If We are installing the Goods or Product and/or providing Services in your property, We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.

12.3 If you are a consumer, We only supply the Goods and/or Services for domestic and private use. You agree not to use the Goods and/or Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.4 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and (e) defective products under the Consumer Protection Act 1987.

12.5 Subject to the other provisions of this clause 12, if you are not a consumer, Our total liability to you whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms shall be limited in respect of all claims (connected or unconnected) to the total charges paid by you for your Order.

### **13. Events Outside Our Control**

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control

13.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, 3rd party software, or failure of public or private telecommunications networks.

13.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you;
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.

13.4 If job is of a retro-fit nature on an existing infrastructure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of £50 per man, per hour for all extra labor involved in completing the job.

13.5 We will not be liable or responsible for any failure to perform, or delay in performance if we are adopting infrastructure installed by others

13.6 If a project overruns a reasonable timeframe of 12 months then we will charge hourly for site attendance and management

13.7 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods and/or Services. Please see your cancellation rights under clause 14. We will only cancel the contract if the Event Outside Our Control continues for longer than 4 (four) weeks in accordance with Our cancellation rights in clause 14.

#### **14. Your rights to cancel and applicable refund**

14.1 Before We begin to provide the Services or the Goods are delivered, you have the following rights to cancel an Order for Goods and/or Services, including where you choose to cancel because We are affected by an Event Outside Our Control:

(a) You may cancel any Order for Goods and/or Services within 7 (seven) calendar days of placing an Order by contacting Us in writing, subject to such cancellation being made 7 (seven) calendar days before We start to supply the Services to you.

(b) If you cancel an Order under clause 14.1(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.

(c) However, if you cancel an Order for Services under clause 14.1(a) and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an event Outside Our Control), you do not have to make any payment to Us.

14.2 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 30 (thirty) calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.

14.3 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

(a) We break this contract in any material way and We do not correct or fix the situation within 14 (fourteen) days of you asking Us to in writing; or

(b) We go into liquidation or a receiver or an administrator is appointed over Our assets.

### **15. Our rights to cancel and applicable refund**

15.1 If We have to cancel an Order for Goods and/or Services before the Services start or the Goods are delivered:

(a) We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.

(b) If We have to cancel an Order under clause 15.1(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.

15.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 (thirty) calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

15.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

(a) you do not pay Us when you are supposed to as set out in clause 11.2. This does not affect Our right to charge

you interest under clause 11.5; or

(b) you break the contract in any other material way and you do not correct or fix the situation within 14 (fourteen) days of Us asking you to in writing.

### **16. How to contact Us**

16.1 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning 01603 336 025 or by emailing Us at [info@norfolksmarthomes.co.uk](mailto:info@norfolksmarthomes.co.uk)

16.2 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing, you can send this to Us by email, by hand, or by pre-paid post to our registered office address set out in clause 1 of these Terms. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by email, by hand, or by pre-paid post to the address you provide to Us in the Order.

### **17. How we may use your personal information**

17.1 We will use the personal information you provide to Us to: (a) provide the Goods and/or Services; (b) process your payment for such Goods and/or Services; and (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

17.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

17.3 We will not give your personal data to any other third party.

### **18. Other important terms**

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18.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

18.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

However, the purchaser of your property will have the benefit of the guarantee at clause 7 if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these Terms.

18.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations.

18.5 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.