

## Installation / warranty terms and conditions

Please read this document carefully as it will tell you everything you need to know about how we deal with each other when we carry out installation for Customer. If you have any questions, please let us know as soon as possible. We (Europe Home Security Limited and or any trading names) will carry out the work set out in the quotation for the price that is stated under the following terms and conditions.

- 1. The price we quote <u>does not</u> include the cost of removing any dangerous waste materials, such as asbestos, that we could not reasonably identify when we gave you your quotation. You can call a specialist contractor to remove these dangerous materials, or we may be able to arrange for them to be removed at an extra cost. When asbestos is removed, you will need to produce a 'site clearance for reoccupation' certificate, which you can get from the asbestos removal company, before we can continue to work at your property / premises.
- 2. The price we quoted includes removing all **non-dangerous materials.**
- 3. Any time frames we give you are our best estimates, and we will do what we can to keep to those time frames. Where there are likely to be delays, we will let you know as soon as possible and agree new time frames with you. The time it takes us to complete the work has no effect on the price we quote you, **subject to adherence to pre-installation checks (see section 9).**
- 4. We will take care to carry out the work without causing damage to any property. If we cause unnecessary damage because of negligence, we will put it right. Sometimes the work means we have to create access to internal walls to pull cables through walls and this can cause damage to things like inside and outside finishing's such as tiles, wall coverings, coving, plaster, and paint. You may need to redecorate, repair, or restore certain areas once the work is completed this is not included in the price we quote and you will be responsible for this, however, we will advise the customer in advance.
- 5. If your property is a listed building, it is your responsibility to make sure that you get any permission you need before we start the work, and we will need evidence from you that you have got this permission. If you do not get the permission you need, you may be prosecuted in the criminal courts. We will not be able to start any work if you have not got the appropriate planning permission or if you are unable to give us evidence that you have this permission. If we carry out work at your property and you have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to get the permission you needed, which may include court fines and penalties.
- 6. <u>Pre-Installation checks</u>. Prior to the installation commencing (as detailed in the appropriate quotation), Europe Home Security Limited will require:
  - -An adequate electricity supplies
  - -Access too Router information including usernames and passwords (if applicable)
  - -Access too premises and assurance of a safe working environment.
  - -Advise of any work to be completed by third parties that may affect the installation of our security products e.g., plastering, painting, electrical installations, internet installation, installation of fixtures and fittings etc. In the event we have not been advised appropriately by the customer of the aforementioned points and we have to re-visit the premises / property, we reserve the right to charge appropriate fees as detailed in our current price.
- 7. Where we have connected new equipment to your existing system (e.g., LCD TV, Monitors, Existing cables, Routers, Cameras, SKY, Freeview), we cannot accept responsibility for the cost of repairing. or replacing parts of your existing system that later develop faults, unless we have been negligent in not realising that this damage to your existing system would happen or unless the way we carried out the work was negligent, and this caused the fault.
- 8. We are not responsible for providing usernames and passwords for Routers which are required for remote access this information can only be provided by the ISP or Network Engineer. In the event we require this information it is the client's responsibility.

- 9. We cannot be responsible if we cannot meet our responsibilities because of things beyond our control including, for example, poor weather conditions, industrial disputes and strikes.
- 10. If there is a significant delay in the installation that has NOT been mutually agreed between all parties or caused by events beyond our control, then you will have a right to cancel this contract without any obligations.
- 11. We can cancel this agreement at any time by giving you written notice. If we cancel this agreement without good reason, we will pay you any reasonable costs you have to spend or losses you suffer as a direct result of our cancellation.
- 12. Installation completion. Following the installation as detailed in the appropriate quotation, Europe Home Security Limited:
  - -Will test and check the installed product is functioning normally
  - -Will provide basic training for basic operations, on the day of installation (if required)
  - -Will expect payment (the payment method as mutually agreed) as detailed Customer Charges
  - -Will NOT provide installation and technical manuals unless mutually agreed.
  - -Will consider Customer authorisation to leave the premises as acceptance of the installation work carried out. In the event that the customer is not completely satisfied with the work that has been completed, it is important to immediately inform the engineer and make him aware of your concerns <u>prior to the engineer leaving your premises</u>.
- 13. Following installation, we will provide a 12-month warranty from the date of installation for the parts installed during the initial installation. During the initial 12 months period we will waive any labour charges with regard faulty goods (please see section 14. below).
- 14. In these terms and conditions, faulty goods mean any goods we supply to you that do not conform to the contract. Faulty goods do not include any goods that are faulty due to fair wear and tear, wilful damage, accident, negligence by you or any third party, used otherwise than in accordance with their intended use, failure to follow the manufacturers or our instructions, or any alteration or repair carried out without the prior approval of Europe Home Security or the manufacturer. We are unable to guarantee any batteries purchased (or supplied) in conjunction with goods and will only offer a 1-month warranty on batteries purchased as individual items. You should notify us as soon as possible if you discover that any goods are faulty goods. Our website gives details of how to notify us of any faulty goods and how to arrange for the problem to be resolved.
- 15. We recommend that an extended warranty is purchased after the initial warranty period.
- 16. Limitation of Liability: Neither Europe Home Security Limited nor its suppliers shall be liable to you or to any third party for any damages either direct, indirect, incidental, consequential or otherwise (including in each case, but not limited to, damages for the inability to use the equipment or access data, loss of data, loss of business, loss of profits, business interruption or the like) arising out of the use of or inability to use the security device even if Europe Home Security Limited has been advised of the possibility of such damages. Notwithstanding the above, neither party's liability for death or personal injury resulting from its own negligence shall be limited.
- 17. Your quote, together with these terms and conditions, set out the entire agreement between you and us. Nobody else will be able to benefit from this agreement. This agreement is governed by the laws of England and Wales.
- 18. Business terms and conditions details are available on request.