

## OUR TERMS

### 1. DEFINITIONS

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

1.1.1 **Event Outside Our Control:** is defined in clause 11.2;

1.1.2 **Order:** your order for the System as set out in the acceptance form attached to the end of the Quotation;

1.1.3 **Quotation:** the firm quotation We provided to you following the site meeting or telephone call We had with You

1.1.4 **System:** the home automation system We provide and install for you as a result of the Services, as set out in the Quotation;

1.1.5 **Services:** the services that We are providing to you as set out in the Quotation;

1.1.6 **Terms:** the terms and conditions set out in this document; and

1.1.7 **We/Our/Us:** BlackquarterAV Ltd.

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

### 2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply the System to you and install the System for you.

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

2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for the System. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the System, We will inform you of this in writing and We will not process the Order.

- 2.4 These Terms will become binding on you and Us when We contact you that We are able to provide you with the Services, at which point a contract will come into existence between you and Us.
- 2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.
- 2.6 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.
- 2.7 The images of systems similar to the System you have ordered on Our website or in any brochure or catalogue are for illustrative purposes only. Although We have made every effort to display the equipment accurately, We cannot guarantee that the System We will provide to you will match those in our promotional material.

### **3. CHANGES TO ORDER OR TERMS**

- 3.1 We may revise these Terms from time to time in the following circumstances:
- 3.1.1 changes in how We accept payment from you;
  - 3.1.2 changes in relevant laws and regulatory requirements.
- 3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 12.
- 3.3 You may make a change to the Order for the System at any time but no later than 7 working days before the start date for the installation of the System by contacting Us. Where this means a change in the total price of the System, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 12 in these circumstances.
- 3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 12.

### **4. BESPOKE SYSTEM**

- 4.1 The System we provide to you will be bespoke and tailored to your needs.
- 4.2 We design the System according to the plans you provide Us. We use the plans you provide to Us to create a set of wiring drawings.
- 4.3 Please make sure your plans are correct and accurate. Unfortunately, We cannot accept the return of a System if the reason for the return is because you provided Us with incorrect plans.

However, this will not affect your legal rights as a consumer in relation to bespoke Systems that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

## **5. DESIGN & INSTALLATION**

- 5.1 We will supply and install the System to you in accordance with the timescales set out in the Order.
- 5.2 We will make every effort to complete the supply and installation of the System on time. However, there may be delays due to an Event Outside Our Control. See clause 11 for Our responsibilities when an Event Outside Our Control happens.
- 5.3 We may need certain information from you that is necessary for Us to supply and install the System, for example, confirmation that the property is ready and available for the installation or, where your nominated electrician is completing the wiring for you, confirmation that the wiring has been completed. 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 supply and installation of the System 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. If we suspend the supply and installation of the System under this clause 5.3, we will not charge you for the balance of the price due unless and until installation of the System recommences, but this does not affect your obligation to pay for any invoices We have already sent you.
- 5.4 We may have to suspend the supply and installation of the System if We have to deal with technical problems, or to make improvements 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.
- 5.5 If you do not pay Us for the System when you are supposed to as set out in clause 9.3, We may suspend the supply and installation of the System with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 9.5). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 9.4.
- 5.6 We will own the copyright, design right and all other intellectual property rights in the System and any drafts, drawings or illustrations We make in connection with the System for you.

5.7 The System will be your responsibility from the time it is delivered to your property. You will need to ensure that the System is covered by your insurance.

5.8 You own the System once We have received payment in full.

## **6. HANDOVER**

Once we have completed the installation of the System, We will complete a handover of the System to you by:

6.1.1 walking around your property with you to show you the System;

6.1.2 explain to you how to work the System and demonstrate the System to you; and

6.1.3 provide you with a user manual for the System.

## **7. IF THERE IS A PROBLEM WITH THE SYSTEM**

7.1 In the unlikely event that there is any defect with the System:

7.1.1 please contact Us and tell Us as soon as reasonably possible;

7.1.2 please give Us a reasonable opportunity to repair or fix any defect; and

7.1.3 We will use every effort to repair or fix the defect as soon as reasonably practicable and, in any event, within six weeks of the handover of the System to you.

You will not have to pay for Us to repair or fix a defect with the System under this clause 6.

## **8. GUARANTEE**

8.1 The component parts of the System come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the System.

8.2 This guarantee is in addition to your legal rights in relation to any System that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office

8.3 Any guarantee does not apply to any defect in the System arising from:

8.3.1 fair wear and tear;

8.3.2 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;

8.3.3 if you fail to operate or use the System in accordance with the user instructions;

- 8.3.4 any alteration or repair by you or by a third party who is not one of Our authorised repairers; and
  - 8.3.5 any specification provided by you;
  - 8.3.6 any work undertaken by a third party in connection with the installation of the System (for example, wiring completed by a third party electrician).
- 8.4 We will not be responsible for any defect with the System that is not notified to us within six weeks of the handover to you. However, as a consumer, you have legal rights in relation to equipment that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## **9. PRICE AND PAYMENT**

- 9.1 The price of the System is set out in the Quotation and Order.
- 9.2 These prices exclude 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 System in full before the change in the rate of VAT takes effect.
- 9.3 We will ask you to pay for the System by a number of instalments, some of which are to be paid prior to delivery and installation of the System. The amounts and dates for payment are set out in the Quotation. Your rights to a refund on cancellation are set out in clause 12. Each invoice will quote the Order number. You must pay each invoice in cleared monies by the date for payment set out in the Quotation and Order.
- 9.4 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 3% a year above the base lending rate of the Bank of England from time to time. 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.
- 9.5 However, 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 9.4 will not apply for the period of the dispute.

## **10. OUR LIABILITY TO YOU**

- 10.1 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, but We are not

responsible for any loss or damage that is not foreseeable. 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.

- 10.2 We will make good any damage to your property caused by Us in the course of installation of the System. 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 of the System by Us.
- 10.3 We are not responsible for any damage to your property caused by any tradesperson preparing your property for the System or involved in the installation of the System unless that tradesperson is employed by Us.
- 10.4 We only supply the System for domestic and private use. You agree not to use the System 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.
- 10.5 We do not exclude or limit in any way Our liability for:
- 10.5.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - 10.5.2 fraud or fraudulent misrepresentation;
  - 10.5.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - 10.5.4 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
  - 10.5.5 defective products under the Consumer Protection Act 1987.

## **11. EVENTS OUTSIDE OUR CONTROL**

- 11.1 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.
- 11.2 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, or failure of public or private telecommunications networks.

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

11.3.1 We will contact you as soon as reasonably possible to notify you; and

11.3.2 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. Where the Event Outside Our Control affects Our ability to install the System, We will restart the installation of the System as soon as reasonably possible after the Event Outside Our Control is over.

11.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 12. We will only cancel the contract if the Event Outside Our Control continues for longer than twelve weeks in accordance with Our cancellation rights in clause 13.

## **12. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

12.1 Before the System is delivered to the Property (which will occur prior to installation of the System) or any preparatory installation work begins, you have the following rights to cancel an Order for the System, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 3.1 to your material disadvantage:

12.1.1 You may cancel any Order for a System at any time within 14 days of the date of the Order by contacting Us. We will confirm your cancellation in writing to you. We will not take any steps to begin the supply or installation of the System until this 14 day period has expired.

12.1.2 If you cancel an Order under clause 12.1.1 and you have made any payment in advance for the System, We will refund these amounts to you, unless you asked us to begin the supply and installation of the before the end of the 14 day period referred to in clause 12.1.1, in which case you will not be entitled to any refund.

12.1.3 However, if you cancel an Order for the System under clause 12.1.1 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.

- 12.2 Unfortunately, as the System is bespoke are made to your requirements, you will not be able to cancel your Order after the end of the 14 day period referred to in clause 12.1.1 (but this will not affect your legal rights as a consumer in relation to made-to-measure goods that are faulty or not as described).

### **13. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 13.1 If We have to cancel an Order for the System before the System is delivered and installed:

13.1.1 We may have to cancel an Order before the System are delivered, due to an Event Outside Our Control or the unavailability of stock. We will promptly contact you if this happens.

13.1.2 If We have to cancel an Order under clause 13.1.1 and you have made any payment in advance for the System, We will refund these amounts to you.

13.1.3 Where We have already started work on your Order for the System by the time We have to cancel under clause 13.1.1, We will not charge you anything and you will not have to make any payment to Us.

### **14. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 14.1 We are a company registered in Northern Ireland. Our company registration number is 629549 and Our registered office is at 10 Blackquarter Lane, Belfast, BT8 8GA. Our registered VAT number is GB 207 0901 43.

14.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 02895575005 or by e-mailing Us at [support@blackquarterav.com](mailto:support@blackquarterav.com)

14.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to BlackquarterAV Ltd at 10 Blackquarter Lane, Belfast, BT8 8GA or at [support@blackquarterav.com](mailto:support@blackquarterav.com) . 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 e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

### **15. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 15.1 We will use the personal information you provide to us to:



- 15.1.1 provide the System;
  - 15.1.2 process your payment for the System; and
  - 15.1.3 inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 15.2 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.
- 15.3 We will not give your personal data to any other third party.

**16. OTHER IMPORTANT TERMS**

- 16.1 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.
- 16.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
- 16.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 16.4 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.
- 16.5 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. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 16.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.