

Saints Electrical & Security Ltd – Terms and Conditions for Alarm Installations

These Terms and Conditions apply to the provision of all alarm installation services by Saints Electrical & Security Ltd, a company registered in England under number 07745029, whose registered office is at KG Business Centre, Kingsfield Way, Kings Heath Industrial Estate, Northampton, NN5 7QS (“the Company/we/us/our”).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Agreement**” means the contract formed as set out in clause 2;

“**Consumer**” means a consumer as defined by the Consumer Rights Act 2015;

“**Customer/you/your**” means you, the Consumer or business accepting our quotation or placing an order with us;

“**Equipment**” means the alarm equipment which we will supply, as specified in our quotation;

“**Services**” means the Services we will provide as specified in the quotation.

1.2 Each reference in these Terms and Conditions to:

1.2.1 “writing” and “written” includes emails;

1.2.2 a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions;

1.2.4 a clause is a reference to a clause of these Terms & Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and do not affect their interpretation. Words signifying the singular number will include the plural and vice versa. References to any gender will include the other gender. References to persons includes corporations.

2. Quotations

2.1 We set out our prices on our website and when you enquire with us, we will confirm the price to you in writing. Any prices quoted will be valid for 30 days, unless otherwise specified. Once you accept our quoted price, a legally binding Agreement will be formed between you and us, which will include the acceptance of these Terms and Conditions. No other terms and conditions will apply, unless we expressly agree otherwise in writing.

2.2 Our price is based on the agreed configuration and other information provided to us at the time, and on the assumption that the existing electrical installation at the property complies with BS7671. **When we begin the works, if we discover that the configuration has changed, or that additional works are required due to unforeseen circumstances, we will provide you with a revised quotation for the additional works.** If you do not accept the revised price or proposed modifications within 14 days of this notification, the Agreement between us will be cancelled. You will only be liable to pay for any works carried out by us up to the date of cancellation, except as provided in clauses 7 and 8.

3. The Installation

3.1 We will ensure that our Services are rendered with reasonable care and skill, in accordance with our accepted quotation and best trade practice.

3.2 **We recommend that at the time of installation, you are on site to authorise the positioning of the Equipment. If you are not on site to do this, we will locate the Equipment in the position indicated on the specification or where we consider (at our sole discretion) that the Equipment will be best placed. Any return visits required by you for us to change or move the Equipment will be chargeable.**

3.3 It is your responsibility to ensure that the property is suitable for the Services to be carried out. We will not undertake any redecorating work and you will need to arrange for this to be done after our works are complete.

3.4 **Please be aware that the Equipment signal range may differ slightly from that stated in the specification, due to environmental factors and other causes beyond our control.** If any part of the Equipment fails to function fully as a result of this, we will remove that part of the system from the price quoted. You will still be liable to pay for the remainder of the system.

3.5 The responsibility (also known as the “risk”) for the Equipment will pass to you once it has been delivered to the property. Once this happens, you will be responsible for storing it safely and for insuring it against their full replacement value. You will only own the Equipment once we have received payment in full in accordance with clause 6. Until you own the Equipment, we will be entitled at any time and without the need to give notice, to enter upon any property at which the Equipment or any part of it is being stored, or at which we reasonably believe it to be kept, for the purpose of removing said Equipment.

3.6 **We will notify you once the installation is complete, and will provide you with the manufacturer's installation and instruction manuals, together with all relevant codes to enable you to reset the system as necessary. It is your responsibility to read the manuals, as if you require us to attend to reset the system or as a result of misuse, vandalism, neglect or any other cause beyond our control, this will be chargeable.**

4. Response Times and Access

4.1 Any programme we agree is to be treated as an estimate only and unless otherwise agreed in writing, we will have no obligation to complete our Services by a specified date.

4.2 Our price is based on the installation being carried out during normal working hours (Monday to Friday, 9am – 5pm excluding bank holidays). Works required outside of these hours will incur additional costs.

4.3 We will aim to respond to any issues as quickly as possible, however, this may take up to two working days.

4.4 You will need to provide us with access to provide the Services on the agreed dates and times. Our price is based on being able to complete our Services in one continuous visit. If we are unable to do so, through no fault of our own, any return visit(s) will be chargeable.

5. Pet Risks

5.1 **You should be aware that pet-sensitive motion sensors may still be triggered by the pet and/or may not cause the alarm to be triggered in the event of a break-in. We do not recommend this and such sensors are fitted at your own risk.**

5.2 **False alarms are frequently caused by spiders and other insects. We recommend you keep the sensors and the areas around them clean. Such trigger-events are not as a result of faulty equipment.**

6. Payment

6.1 Payment will be due in full, without set-off, withholding, retention or deduction, on the day of completion of the installation, by card payment or bank transfer.

6.2 All our fees are quoted exclusive of VAT, unless otherwise stated. If the rate of VAT changes, we will adjust the amount of VAT that you must pay.

6.3 If payment is not made by the due date, we will have the right to suspend the Services and charge interest on the outstanding amount at a rate of 4% per annum above the Bank of England base rate, accruing on a daily basis from the due date until the date of actual payment, whether before or after judgment.

7. Cooling Off Period – Consumer Customers Only

7.1 If you are a Consumer, you have a statutory right to a cooling off period. This period

begins once the Agreement is formed (as detailed in clause 2.1) and ends at the end of 14 calendar days after that date.

7.2 If you wish to cancel the Agreement within the cooling off period, you should inform us immediately by post or email. You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.

7.3 If you cancel within this period, you will receive a full refund of any amount paid to us under the Agreement. Any refunds will be made within 14 days after the day on which we are informed of the cancellation, using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

7.4 If the start date for the works falls within the cooling off period, you must make an express request for the Services to begin within the 14 day cooling off period. By making such a request, you acknowledge and agree to the following:

7.4.1 If the Services are completed within the 14 day cooling off period, you will lose the right to cancel once the works are completed;

7.4.2 If you cancel the Agreement after the Services have begun, you will be required to pay for the Services supplied up until the point at which you inform us of your wish to cancel. The amount due will be calculated and refunded or deducted in proportion to the total estimated fee and the actual Services already provided.

7.5 We will process any refund without undue delay and in any event no later than 14 days after you inform us of your wish to cancel.

7.6 Clause 8 applies to cancellation of the Agreement after the 14 calendar day cooling off period has elapsed.

8. Cancellation After the Cooling Off Period and for Non-Consumers

8.1 If you are not a Consumer, or if any Consumer cancels an order with us after the expiry of the cooling off period above, we require a minimum of 2 weeks' notice prior to the agreed start date. You will remain liable to pay for any work that has been carried out and Equipment ordered, which will then fall due for payment immediately.

8.2 We reserve the right to cancel the Agreement if you fail to make any payment on time as required under clause 6, if you are abusive towards our staff, or if you otherwise materially breach the Agreement. If we cancel the Agreement, we will confirm this in writing. If at the cancellation date we have provided Services or purchased Equipment that you have not yet paid for, we will invoice you for those sums and you will be required to make payment immediately.

9. Guarantee

9.1 We guarantee that, with the exception of normal wear and tear, the Equipment will be free from defect for a period of 1 year following completion of the works. This is limited to the extent of any guarantee provided to us by the manufacturer's guarantee or warranty. Our guarantee exists in addition to your rights as a Consumer, where applicable.

9.2 This guarantee is not transferable and is subject to you:

9.2.1 making payment to us by the due date in accordance with clause 6;

9.2.2 providing written notice to us within 7 days of becoming aware of the issue;

9.2.3 ensuring that no person modifies, adjusts or interferes with the Equipment without our prior approval. Should this occur, any problems encountered as a result will be chargeable; and

9.2.4 following all instructions issued by us, including maintenance instructions.

10. **Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, industrial action by third parties, riots, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, natural disaster, or any other event beyond our reasonable control.

11. Liability

11.1 Subject to this clause 11, we will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

11.2 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

11.3 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

11.4 **We are not responsible for any pre-existing faults in or damage to your existing wiring or other issues at the property that we may discover while providing the Services.**

11.5 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation, where applicable. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

12. **Data Protection:** All personal information that we may collect will be collected, used and held in accordance with the provisions of the General Data Protection Regulation 2016. For further information, please refer to our privacy policy, available on request.

13. **Notices:** All notices under the Agreement are to be in writing, addressed to the most recent address or e-mail address notified to the other party. Notices will be deemed to have been duly given when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; when sent, if transmitted by e-mail, generating a successful return receipt; or on the fifth business day following mailing, if sent by national ordinary mail, postage prepaid.

14. Other Important Terms

14.1 We may assign our obligations and rights under this Agreement to a third party (if, for example, we sell our business). If this occurs, we will inform you in writing. Your rights under this Agreement will not be affected and our obligations under this Agreement will be transferred to the third party who will remain bound by them.

14.2 We can, without your consent, subcontract our Services, provided such subcontractor is suitably qualified, trained and competent to carry out the works.

14.3 You may not transfer (assign) your obligations and rights under this Agreement without our express written permission.

14.4 The Agreement is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of this Agreement.

14.5 If any of the provisions of these Terms and Conditions or the Agreement are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the Agreement and the remainder will be valid and enforceable.

14.6 No failure or delay by us in exercising any of our rights under these Terms and Conditions or the Agreement means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions or the Agreement

means that we will waive any subsequent breach of the same or any other provision.

15. Applicable Law and Jurisdiction

15.1 These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will in all respects be subject to and construed in accordance with the laws of England and Wales.

15.2 Any dispute, claim or proceedings between you and us relating to the Agreement or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.