

Terms of Engagement – Last Amended 1st August 2018

1. General Notes

- a) Sevenoaks Smart Homes is a trading name of Sevenoaks Electrical Installation Ltd.
- b) The terms and conditions in this document apply to all quotations, orders, projects and work undertaken by Sevenoaks Electrical Installations Ltd referred to hereafter as “The Company” for, or on behalf of, any other party hereafter referred to as “The Client” – Terms of engagement will apply for the duration of any works carried out by The Company at the instruction of The Client.
- c) This document is subject to revision and amendment without notice. Amended terms will apply to any new instruction to The Company from The Client after the date of publication (above). The latest revision of this document is always available at: www.7elec.co.uk/terms.pdf
- d) Quotations are valid for a period of 14 days from date of issue and must be formally accepted in writing within this period to secure the prices / rates contained therein. Quoted prices / rates are applicable only to materials and works explicitly listed. For additional works, extras or variations to quoted works, see section 5.
- e) The client is responsible for ensuring that the site of works has the necessary insurances and indemnities in place for the duration of an installation. The Client further accepts liability for any loss or damages sustained by The Company during the course of works as a result of fire, theft, vandalism, accidental damage by a third party or any other cause outside of The Company’s reasonable control.
- f) The Client is responsible for ensuring that all provisions required under the law are in place before The Company’s scheduled commencement on site.
- g) The Company shall not be responsible for ensuring that any bylaws, regulations, orders or consents which may be necessary for the installation are obtained and this is The Client’s sole responsibility. The Company shall not be liable where an installation breaches any such requirement.
- h) The Company does not advise on, or certify that, external supplies to The Client’s site are suitable or sufficient for the intended installation and if in doubt The Client should appoint and consult a third party Mechanical & Electrical Consultant.

2. Acceptance

- a) Terms shall be deemed accepted on appointment of The Company by The Client (or The Client’s representatives).
- b) The Company shall be deemed appointed on any instruction or direction from The Client (or its representatives) to The Company to progress an order, schedule or commence work.
- c) Payment against any invoice will constitute acceptance of these terms of engagement and, in the absence of written confirmation, any quote (if applicable) at The Company’s sole discretion.

3. Installation Work

- a) All electrical installation work will comply with BS7671: 2008 Amendment 3 and any amendments in force at the time of the commencement of works.
- b) All electrical installation work will comply with applicable building regulations in force at the time of the commencement of works.
- c) The materials used during installation will be at The Company’s discretion unless otherwise specified in an accepted quotation.
- d) Where work is to extend or modify existing circuits or infrastructure, costs quoted assume that the existing installation is in adequate condition, complies with minimum current regulations and is otherwise suitable for the new requirement. Any works found necessary to bring the existing installation up to standard will be at additional cost to The Client.
- e) Unless stated otherwise, all cables will be concealed by chasing into the building fabric or concealed in building voids, under floors, etc. Where impracticable, cabling will be neatly surface run, either clipped directly or housed in trunking / conduit.
- f) Where carpet or flooring coverings require lifting to allow concealed installation work, The Company will carry out this work as far as is reasonably practicable at no additional charge, however, in some circumstances this may constitute builders work and attract a further charge. When lifting floor coverings, The Company will make all reasonable endeavours to avoid damaging them and to refit them to a fair standard, however, damage may be inevitable. Consideration of employing a specialist fitter may be prudent, at The Client’s cost, to effect fully satisfactory removal and / or reinstatement.
- g) By prior written agreement, chases to walls etc. may be first filled below plaster finish depth, however final finishing of skim coat plaster and final decoration is excluded.

- h) All reasonable endeavours will be made to undertake installation work to a clean standard, using dustsheets and vacuum cleaning equipment as necessary. However further remedial works, cleaning or restoration works by The Client may be required.
- i) The intended duration / timescale of works will be discussed and agreed with The Client during the quotation process and before commencement. Every effort will be made to ensure work is undertaken in a prompt and efficient manner; however, it is the responsibility of The Client to ensure work can be and is completed within the agreed timetable.
- j) Where a project is to include building works by other trades The Client (or its representatives) will ensure the project is effectively and efficiently managed. Project management will include consistent and effective communication, liaising with all trades and publishing a reasonable and achievable program of works with written acceptance from The Company.
- k) For the duration that The Company undertakes work on site, The Client is required to ensure the provision of a constant and uninterrupted supply of water and power, free from charges or usage restrictions.

4. Exclusions

- a) Clearing and / or moving of furniture or other items blocking access or obstructing areas subject directly or indirectly to work is not included and will be at additional cost to The Client unless explicitly specified in an accepted quotation.
- b) Except where detailed, builders work (creation of holes larger than 50mm diameter, creation of support structures, clearance work, excavation etc.) is not included.
- c) Re-decoration and making good is excluded from quoted costs, unless specifically detailed as included in an accepted quotation.
- d) Stripping out of redundant / obsolete infrastructure prior to installation is not included unless indicated in an accepted quotation.
- e) Removal from site and disposal of rubble, fittings, wiring, materials, general waste and packaging is not included.
- f) The provision of detailed drawings, schedules, calculations, bespoke documentation or any other professional service is excluded unless specifically detailed in an accepted quotation.
- g) Any other item not explicitly listed in an accepted quotation should be deemed excluded.

5. Deviations from Building Regulations and BS7671

- a) All work, where applicable, will be executed in compliance with applicable Building Regulations and BS7671 in force at the time of the work, particularly in respect of work in dwellings to allow the legal Part P obligations to be met. Where The Client demands deviation from such regulations it will be at The Client's sole risk and any such work will not be certified or warranted by The Company.

6. Extras and Variations

- a) An item is deemed an extra / variation if not explicitly listed in an accepted quotation. Charges will apply to any request for such work by The Client (or its representatives) and additional works may not be subject to a further quotation.
- b) Any additional work not covered in a prior, accepted quotation will attract an additional charge, extras and variations will be billed at either the standard hourly rate plus the resale cost of additional materials or the prevailing price per point (whichever the greater).
- c) Any extra or variation will include an additional allowance (to be specified by The Company) in the program / timetable of a project to accommodate such work taking place.

7. Pricing

- a) The Company's standard hourly rate during normal working hours is £125.00 per hour for a senior engineer / consultant and £66.66 per hour for a junior engineer. Unless otherwise stated, quotations assume standard working hours between the hours of 08:00 hrs - 17:00 hrs Monday to Friday inclusive. Work required outside these hours may attract out of hours premium rates up to double the standard hourly rates.
- b) The minimum charge for any individual callout will be equal to 2 hours at the applicable hourly rate for the first 60 minutes; thereafter each additional hour will be billed at the applicable hourly rate. Unscheduled works (callouts) carry premiums to accommodate the additional cost of travel and emergency (re)scheduling.
- c) Prices assume continuous and unhindered access to the site with onsite parking for vehicles free from charges or usage restrictions.
- d) Prices assume working logically and methodically through the project, from start to finish, at The Company's discretion.

- e) Project management and consulting services are not included in any quotation unless specifically listed. Site meetings with site engineers are expected and an allowance of 30 minutes for every 7 working days on site is assumed. Additional meetings, meetings off site or meetings with office staff may be subject to additional charges invoiced to The Client at our callout rate.
- f) If, for any reason beyond The Company's reasonable control, The Company is unable to supply a particular item at the original price quoted, The Company will notify The Client and offer the most appropriate alternative item of similar or superior specification. The Company will endeavour to ensure there is no associated increase in cost, however where this is unavoidable The Client will be offered the choice to accept the alternative or a complete refund on the original item.
- g) The Company undertakes all work on a custom installation basis. The Company provides bespoke goods and services and all orders shall be exempt from The Client's right to cancel under distance selling regulations.
- h) Materials supplied by The Company are sold at resale cost, i.e. items will not be price matched to online / trade prices and are normally subject to minimum margins in order to accommodate shipping and handling expenses together with the cost of providing retail warranties.
- i) If The Client's site / premises are inaccessible, or access is denied, without a minimum of 10 working day's written notice where scheduled works had been due to take place, aborted visited charges may apply at up to the standard applicable day rate per engineer, per affected day.
- j) Significant changes to a project's program / timeline outside of The Company's reasonable control may constitute a breach of contract and / or attract additional charges.
- k) If The Company are unable to complete scheduled works for a cumulative period of 30 days due to project delays outside The Company's control, The Client will be deemed in breach of contract and agrees to pay The Company the balance of any quotation and outstanding invoices within 14 days.
- l) All figures quoted exclude VAT, which is applicable at the prevailing rate.
- m) If the rate of VAT changes during a project then The Client shall pay VAT at the new rate.
- n) All figures quoted are valid for a period of 14 days from the date of the quotation.

8. Risk, Reservation of Title and Insurance of Goods / Intellectual Property

- a) The risk, insurance and responsibility in all goods supplied shall pass to The Client upon delivery or, the first day on which delivery was available to The Client.
- b) Legal title of all goods supplied by The Company shall not pass to the The Client until all invoices have been settled in full.
- c) In the course of a project, system programming, configuration, commissioning, content formation etc. will result in the generation of software files and other non-tangible digital content supplied or created by The Company. Any such file, information or work remains The Company's intellectual property and ownership shall not pass to The Client until all invoices have been settled in full.
- d) The Client agrees to grant The Company unhindered access to recover any item, tangible or non-tangible, that remain the legal property of The Company, including those as defined in section 7 of these terms.
- e) The Company reserves the right to exercise a lien over all funds, goods and property relating to any works for The Client until all invoices have been settled in full.

9. Warranty

- a) Upon receipt of full settlement against all invoices, The Company warrants its installation work to be free from defects for a period of twelve months from the date of installation. Such cover does not extend to parts of an installation incorporating materials supplied by The Client or a third party, defects arising from physical damage, or any instance where the original installation has been altered or tampered with by a third party.
- b) Upon receipt of full settlement against all invoices, The Company will act as an agent to facilitate warranty issues relating to goods supplied by The Company but manufactured by third parties, warranties will be fulfilled by the OEM and liability will remain with the OEM for a warranty issue. Warranty claims will be considered for a period of twelve months from the date of delivery or, the first day on which delivery was available to The Client. Such cover will not extend to goods installed by third parties, goods that have sustained physical damage or any other instance where the OEM deems the warranty to have been invalidated.
- c) The Company's equipment specification does not imply that TV, Radio, Satellite, Broadband, Telephone or other signals or systems are free from interference, corruption or are guaranteed to be sufficient for use with equipment specified / installed now or in the future.
- d) The Company assumes no responsibility for services or equipment supplied by others. Where issues arise with services or equipment manufactured by third parties but supplied by The Company, The Company will act on The Client's behalf to

resolve any problems as quickly as possible, however liability will remain with the OEM (original equipment manufacturer) and / or service provider for issues arising as a result of defects or deficiencies with their own equipment / service.

- e) The Company shall not be responsible for unreliable functionality arising from The Client's own equipment, infrastructure or any other third party system, with which The Company's installation utilises or interfaces.
- f) The signal strength of Wi-Fi, ZigBee or other wireless communication technologies and products will not be known until the project has been completed and additional relay points or boosters may be required at further expense to The Client. The Company shall not be responsible for wireless networking installations that do not perform at their optimum level due to factors beyond The Company's reasonable control.

10. Payment

- a) Unless otherwise agreed in writing, a deposit payment is required in order to secure a date / timetable of works. On instruction from The Client to proceed, The Company will issue an invoice for all goods to be delivered and up to 50% of the installation labour value. Settlement is required no later than 15 working days before commencement and an aborted visit charge may result in the absence of cleared funds from The Client within the aforementioned timeframe.
- b) Thereafter, invoices will be issued every 14 days after commencement of works, or otherwise at regular intervals throughout the progress of the works.
- c) On completion of works a final invoice will be issued. The Company must be in receipt of full and complete payment against this and all prior invoices before issuing a certificate of compliance.
- d) Payment terms are strictly within 14 days of invoice date.
- e) Acceptable methods of payment include online bank transfer / over the counter bank payment (preferred) or debit or credit card payment (carries a 5% transaction fee). Engineers are not authorised to accept cash payments on site unless this has been arranged with and agreed by The Company in writing, The Client is responsible for ensuring The Company issues them with a digital receipt during such transactions. We regret we are unable to accept cheques due to the closure of the UK domestic Cheque Guarantee Scheme.
- f) The Client agrees to pay late payment penalties, administration fees and all costs of recovery on all overdue / disputed sums in addition to statutory interest and penalties. Late payment penalties will be charged at £50 or 5% of the sum owing (whichever the greater) per 14 days. Additional administration charges will apply to any correspondence in relation to overdue invoices at £50 per communication.
- g) The Client agrees to pay a restocking fee at a rate of 20% for returned / unwanted goods / items, which are unopened, as new, and in pristine resalable condition. Any items stored by The Company for The Client, or held as security, for a period exceeding 30 days, shall be deemed unwanted.
- h) The Client agrees to pay a restocking fee at a rate determined by The Company for any goods / items returned in anything less than a pristine resalable condition.
- i) The Company reserves the right to reject any goods / items returned by The Client for any reason where work has been conducted on a custom installation basis. In such circumstances a handling & administration fee of £50 plus the cost return carriage would be payable by The Client.
- j) VAT is charged on all invoices unless supporting documentation is received from The Client outlining the special VAT rate and goods and services covered by that rate.
- k) In the event that The Company are later informed by HM Revenue & Customs that further VAT is due The Client will be invoiced and responsible for the additional amount outstanding which will be payable within 14 days.

11. Limitation of Liability

- a) The Company shall be held liable only for damages or losses resulting from The Company's direct negligence.
- b) The level of liability shall be limited by the sum insured under The Company's indemnities on instruction by The Client.
- c) It is the sole responsibility of The Client to ensure The Company holds the relevant insurance to the level of liability required by The Client.
- d) Where a claim relates to the actions of a sub-contractor of The Company, liability shall rest directly with the sub-contractor.