



info@1install.co.uk

www.1install.co.uk

1. Contract Overview

The contract that the customer has with 1Install Ltd is outlined in either their project work estimate or their subscription agreement as entered into on www.1install.co.uk (or both of these in relevant cases) and those documents and these terms and conditions comprise the total of the contractual agreement between both parties.

1.1. Products & Services Purchased

1Install Ltd provide a number of services and products, ranging from complete design, installation and commissioning of household technology systems to full remote & onsite support, maintenance and monitoring services. The customer's project estimate and/or personal account management page will give them full details of what they have purchased.

1.2. Contract Details

1.2.1. Customers Point of Contact

All support calls should be made to 1Install Ltd by telephone or email. The main telephone number is 0800 0845 187 and emails should be sent to info@1install.co.uk. Please note that support queries addressed directly to an engineer's mobile phone or email address will fall outside the SLA commitments as outlined below.

1.2.2. Contact Details

The customer should nominate who is expected to be the first point of call for all new support calls. It is recommended that the customer let the support team know who in the household is authorised to log support requests.

1.2.3. Site Address

1 Install Ltd will only offer support to equipment and staff at locations designated by the customer to be targets for such support. Support can additionally be offered (within the existing support contract) to users working from home or other locations. It is the customer's responsibility to ensure that 1 Install Ltd are allowed to offer support to staff outside of any designated location.

1.3. Agreed Product Set

It is not always possible for 1 Install Ltd to support every product. In circumstances where complex infrastructure systems such as lighting control, heating control or certain audio-visual whole house control systems have been implemented by another company. 1 Install Ltd will not be able to support these unless this has been explicitly agreed in writing. In such cases it is important that the customer has a current support contract with the manufacturer of these systems.

1.4 What 1Install Ltd Will Do?

(a) Design, install, program and commission household technology systems as per the project work estimate

(b) React to any support request on all systems installed by 1 Install Ltd and, by prior agreement, any other equipment purchased by the customer and operating within the household;

(c) Provide 'bolt-on' services as described and subscribed to through www.1install.co.uk;

(d) Take all reasonable measure to ensure that the Customer's privacy and all employees protect at all times and confidential information;

2. Definitions

Agreement: Means these terms and conditions, the project work estimate or their subscription agreement as entered into on www.1install.co.uk (or both of these in relevant cases) and such other documents as have been

incorporated by reference and as such may be amended from time to time as provided herein.

1Install Ltd: Means 1Install Ltd (registered in England and Wales with company 07008534 whose registered office is at Unit 5 Headley Park Nine Headley Road East Reading RG5 4SA.

Service Level Agreement: Each support subscription entered into on www.1install.co.uk and any project work that comes with a CAV Period has a Service Level Agreement (“SLA”) attached to it. These vary and are detailed below.

Customer: Means the party named on the invoices pertaining to the initial payment of project work or in the settlement of a support subscription on www.1install.co.uk.

1Install Ltd Office Hours: Means 9am to 6pm, Monday to Friday, except statutory and public holidays.

3. Services Description

3.1. Project Services Description

1Install Ltd provides a wide range of design, consultancy, installation and configuration services across a wide spectrum of household technology. These services will include CAD drawings, schematics, on-site project management, interiors integration, controls consultancy, physically installation & programming and the CAV as detailed in the project estimate.

3.2. Project Services Terms

3.2.1. Design & Drawing

Wiring Schematics & CAD drawings will be laid out on plans provided by the client and are limited to an initial set and 2 further revisions unless otherwise stated.

3.2.2 Audio-visual & IT equipment

Manufacturers alter the price and specification of audio-visual and IT equipment (particularly televisions) without warning and stocks are erratic. These items are included in project work estimates on a good faith basis but the exact model and price will be confirmed with the client at the time of order.

3.2.3 Structural Considerations

In certain circumstances structural clearances will not permit the use of equipment specified in the estimate (with particular relevance to ceiling speakers). 1Install Ltd will work with architects and engineers to determine the viability of using the equipment but reserves the right to alter the type of equipment to suit the spaces available and to use back-boxes, hoods and other fitting-out accessories that may be needed for engineering purposes. These will be chargeable in addition.

3.2.4 Cabling, Wall plates & Back boxes.

1Install Ltd does not include the cost of termination or testing of cabling unless specifically agreed in writing. Where this has been agreed 1Install Ltd will supply high quality white plastic wall plates. Should the client specify alternative finishes then these must be supplied to 1Install Ltd for installation & termination!

Cable Types. Cat5 (Green)/ Cat5e (Red)/ Cat5 (Yellow) cat5 (blue)

Normally used for data cabling. 1Install Ltd also uses this cable for control system and video distribution wiring.

Colours of cable will be specified depending on the intended use of the cable; the specified colour must be used for each cable run.

Coaxial

Normally used for TV/radio/satellite distribution. Different grades of cable are used for different purposes and must not be interchanged.

WF125/CT125 is used for main links from aerials and satellite dishes to the central distribution system.

WF100/CT100 is used for spurs from the central distribution system to individual outlets.

Multi-core coaxial is used for analogue video and audio connections.

Single coaxial cables may be specified for the sub woofer wiring to be specified near a mains socket outlets.

HDMI

Pre-terminated cables available in a number of lengths, used for providing high definition video and audio. Cables can be either copper or fiber optic. These cables can be directional, if so, 1Install Ltd will specify locations for each end and the direction.

Speaker cable (Pink)

Where a multi room entertainment system is being installed in a room there will be a single four-core speaker cable run to the first speaker location and then looped to the second speaker location. The first speaker will be indicated on the plans.

Some areas may require high quality speaker cable. These areas are shown on the drawings and the cable schedule, where applicable. This cable will be run individually to each speaker.

1 Install Ltd will supply as free issue to the electrical contractor all cables specified on the cable schedule **with the exception of mains voltage cables**. Mains voltage cables are to be supplied by the electrical or main contractor as appropriate.

Cable run standards

All non-mains cables must be separated from mains cable by at least 300mm. Mains cable must cross non-mains cable at a 90° angle where necessary.

Where cable runs outside a property the cable must be fit for this purpose. If the cable is not weatherproof a suitable sealed weatherproof conduit must be used.

All cables must be clearly labeled at both ends of the cable run using the labels specified on the cable schedule. The label must be legible, indelible, waterproof and, if using a tag, securely attached to the cable so that it will not fall off.

Unless otherwise specified, tails on cable must be 1.5m at the outlet location and 4m at the head end (rack). HDMI cables are pre terminated; tail lengths will be advised for each cable.

The cable bend radius must not be less than 30mm.

All cables must be sorted by type at the head end, bunched and wrapped.

Incoming services

All incoming telecoms and TV/satellite/cable services must be initially presented at the position specified on the cable schedule.

The cables required for any TV/satellite services are shown on the plans and/or cable schedule.

An earth bonding point will be required at each AV rack and each data rack.

Back boxes

Types UK standard

UK standard back boxes must be 47mm deep. If this is not possible, 1 Install Ltd must be notified to ensure that the specified equipment will fit inside the maximum depth back box.

US J-box

US standard J-boxes must be installed with the screw holes on the top and bottom edges of the back box. These back boxes must be installed so that they are flush with the finished surface of the wall.

Single, double and triple boxes may be provided; this will be noted on the plans and cable schedule.

Touch screen back boxes

These will be provided with an arrow inside to show the correct orientation. Additional information will also be provided to ensure correct installation.

Speakers (in-ceiling/in-wall)

Speakers may require a pre-mount kit or insulating back box. This will be specified on the cable schedule.

Speakers may also require a firebreak to be installed. This will need to be specified by the main contractor in accordance with building regulations.

If acoustic insulation is required this can be specified and provided by 1 Install Ltd. This will require access between the joists.

Supply

1 Install Ltd will supply all non-UK standard back boxes. All UK standard back boxes are to be supplied by the electrical or main contractor as appropriate. As noted above, all UK back boxes for 1 Install Ltd equipment must be 47mm any variation must be agreed by 1 Install Ltd in advance and in writing.

Any extra expenses occurred in terminating the outlets or the head end panel due to inaccurate or incomplete wiring shall be borne by the electrical contractor at the rate of £42.50 per hour or £425 per day plus VAT.

3.2.5 Remote Control

All equipment is controlled by manufacturers' supplied remotes unless specifically stated. Where control systems are included 1 Install Ltd will provide an initial control programme and follow with up to 2 revisions if necessary. Work on control programmes after this will be chargeable at standard rates.

3.2.6 Lighting

All prices for lighting circuits, switching, interface with 3rd party systems and wall plate aesthetics are subject to detailed client input. As such the budget for lighting in this quote is provisional and reflects an estimate of the number of such circuits and equipment that will be necessary.

3.3. Support Services Description

1 Install Ltd offers an unlimited support service for all aspects of IT, audio-visuals, lighting & heating control (the latter as installed by 1install Ltd). We use encrypted remote access technologies to fix any issues that arise and we hold key account information in a secure database to enable us to do this in a timely manner.

We also offer a range of 'bolt-on' services ranging from more in-depth systems monitoring to email infrastructure provision and other 'cloud' services which are managed, along with the support subscription, via your personalised secure account management page on www.1install.co.uk.

The support service is a household wide contract and does not place restrictions on the number of sites or users covered as long as the scope was agreed at the outset of the contract.

3.3. Support Services Terms

3.4.1. Six Hour Restriction

The support service includes a 6-hour restriction: if any single issue takes more than 6 business hours to resolve (including time spent working on it remotely and on-site, sequentially or otherwise) then it will fall outside of the support package and we will approach you with the reasons for the delay in resolution and our estimate for further work under project engineering rates. We will not continue unless we have specific authorisation to do so and acceptance of the quoted rates and estimate for completion.

3.4.2. Reporting

Each support call logged will have the time taken to understand and resolve the issue recorded by 1Install Ltd. The amount of time used at the end of each day will be recorded by 1Install Ltd on their support timesheet.

3.4.3. Remote Access

1Install Ltd will require all relevant administration details (including passwords) for any services we are asked to support (inter alia email accounts, broadband, back-up services) in our encrypted database so that we can react to requests in a timely manner. We will also need to use, remote login tools to offer an effective service. If remote support is refused or we have not been provided with the relevant administration details issue resolution will fall outside of the SLA.

3.4.4. On-site Access

If an issue cannot be resolved remotely then 1Install Ltd will visit the customer site to fix the issue. Travel to and from the customer site may be charged at £0.75 per mile for all sites that are not within 2 miles of 1Install Ltd.'s registered office. In certain circumstances the cost of accommodation and expenses (inter alia parking, toll charges, subsistence) may also be chargeable.

Distance as determined from <http://maps.google.co.uk>

A standard consultancy day is an eight-hour day Monday-Friday (excluding UK public holidays) during the time window of 09:00 and 18:00. If work is to be undertaken outside of these times, it will be at the engineer's discretion.

3.4.5. Support Services Do Not Include

The configuration of new hardware or the re-configuration of existing equipment following an OS upgrade/restore. This will be charged as project work outside of the support contract. An estimate will be provided for customer approval prior to work commencing. This also applies to new, additional equipment purchased from 1Install Ltd.

1Install Ltd will make all reasonable efforts to ensure that hardware on the Client's network is healthy and functioning normally but maintaining all equipment with the latest software and firmware updates is outside of the responsibility of the service.

Unless a specific back-up 'bolt-on' has been agreed 1 Install Ltd the Client accepts that the responsibility for checking that their data is successfully backed up is theirs and 1 Install Ltd accepts no responsibility for the for data saved within or outside the backup plan notwithstanding the fact that 1 Install Ltd may have given advice on, installed or configured the backup procedures.

3.4.6. Manufacturer's Warranties

1 Install Ltd does not provide any additional warranty on hardware it supplies beyond that given by the manufacturers. The terms of the manufacturer's warranty are binding on the customer and the manufacturer. 1 Install Ltd is under no obligation to facilitate warranty claims.

3.4.7. Out of Hours Support

Support is not available out of 1 Install Ltd office hours.

3.5. Support Call Method

3.5.1. Access

All support calls should be made to 1 Install Ltd by telephone or email. The main telephone number is 0800 0845 187 and emails should be sent to support@1install.co.uk. Please note that support queries addressed directly to an engineer's mobile phone or email address will fall outside the SLA commitments as outlined below.

3.5.2. Contacts

The customer should nominate who is expected to be the first point of call for all new support calls. It is recommended that the customer let the support team know who in the household is authorised to log support requests.

3.5.3. Call Closure

Incoming calls will deal with on an as-logged basis using our best efforts to resolve them as quickly as possible. It may be necessary to take details of the issue and escalate its resolution to a particular engineer and immediate assistance may not be possible as a result.

3.5.4. Service Level Agreement

Each support subscription entered into on www.1install.co.uk and any project work that comes with a CAV Period has a Service Level Agreement ("SLA") attached to it. These are typically 2/12, 4/24, 8/36 or 4/48. As an example a

SLA of 4/24 requires that our support engineers will respond by telephone or remote support session within a maximum of 4 business hours from the initial support request (and we will use our best efforts to react immediately). Should we need to come to site we will do this within a maximum of 24 business hours.

3.5.5. Call Closure

A call will be closed when it has been mutually agreed with the customer that the call has been resolved, or reached a final conclusion, or the customer does not respond to a direct request for information or action with two weeks of the last correspondence from 1Install Ltd.

3.5.6. Reporting

Each support incident is recorded for billing and reporting purposes. Itemised reporting is available to the customer upon request.

4. Payment Terms

4.1. Project Work Payment Terms

All project work will be invoiced following an agreed project work estimate. An initial payment of 20% for Planning & Cabling will require settlement at the outset of the Project. 70% of the balance of the estimate will be payable 6 weeks prior to installation and the final 10% upon completion but prior to the CAV Period. All project work invoices must be settled by cheque or bank transfer. 1Install Ltd is unable to accept payments through www.1install.co.uk for project work.

4.2. Support Services Payment Terms

Support services and bolt on, as subscribed to at www.1install.co.uk, are subject to a set-up fee and then 3 payments of the support subscription payable upfront every 6 months.

Any travel expenses will supplement the subscription billing in arrears and other charges accrued during the prior period.

4.3 Overdue Payments

All payments which are not received when payable will be considered overdue and remain payable by the Customer together with interest for late payment at the rate prescribed in the Late Payment of Commercial Debts (Interest) Act

1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 from the date payable until payment is received. Such interest is due for payment immediately on invoice.

Notwithstanding the above provisions for late payment, in such event 1Install Ltd may, at its option and without prejudice to any other remedy at any time after payment has become due, terminate or temporarily suspend this Agreement.

Any credit note issued by 1Install Ltd in respect of over payment will be valid for 12 months from date of issue and will expire if not used within that time. Cash refunds are not available once a credit note has been issued.

5. Contract Modifications

5.1. Purchasing Additional Bolt-Ons

Additional services, "bolt-ons" can be purchased at any time via the www.1install.co.uk site and a set-up fee will be payable to bring the services in-line with the support subscription billing.

5.2. Contract Renewal

Each support contract has a fixed term of two years. The minimum renewal fee is the purchase of a support contract suitable for the customer at the time of renewal. Recommendations on the size of this contract will be made by 1Install Ltd based upon historical usage.

1Install Ltd request notification 30 days prior to the end of contract if the customer intends not to renew, this is to ensure a smooth hand-over of and that any open calls are closed.

5.3. Contract Termination Provision

This Agreement will commence from the date shown on the acceptance of the project work estimate or the support subscription carried out at www.1install.co.uk and will continue for an initial term of two years.

Termination without notice is allowed if either entity is involved in any legal proceedings concerning its solvency, or commences liquidation (except for purposes of reconstruction) or ceases or threatens to cease trading, or generally becomes unable to pay its debts within the meaning of section 123 of the United Kingdom's Insolvency Act 1986.

6. Customer Undertakings

6.1. Licenses

The Customer will have valid software licenses as advised by 1 Install Ltd for all software operating on the System throughout the term of this Agreement and will ensure that these licenses do not expressly or through implication prohibit third party system support or facilities management.

6.2. Manufacturers' Warranties

The Customer will not interfere with the equipment that has been installed in such a way as to invalidate the manufacturer's warranty.

6.3. Customer Requirements

(a) Provide 1 Install Ltd and its staff assigned to perform the Support Services with all necessary information and assistance that may reasonably be required to enable 1 Install Ltd to carry out its obligations to the Customer under this Agreement;

(b) Notify 1 Install Ltd immediately of any System malfunction and provide 1 Install Ltd with complete information concerning the malfunction;

(c) Allow 1 Install Ltd and its staff full and complete access to the areas in which the Support Services are to be performed on the Customer's sites;

(d) Allow 1 Install Ltd where required to have sole access to the System during 1 Install Ltd Office Hours in order that the Support Services can be provided and problems resolved;

(e) Allow 1 Install Ltd to study its information and data for the purposes of rectifying problems and giving advice;

(f) Provide telephone and modem facilities to 1 Install Ltd requirements for remote investigation of System malfunctions; and

(g) Allow 1 Install Ltd staff to have a direct telephone connection from any equipment location in the premises that does not receive mobile signal coverage to allow the staff to telephone the office or manufacturers' support lines.

6.4. Health and Safety

The Customer will take all reasonable steps to ensure the health and safety of 1Install Ltd staff while they are on the Customer's sites.

7. Limitation of Liability

7.1. Insurance

1Install Ltd undertakes to maintain Professional Indemnity Insurance to a limit of £1,000,000, Public/Products Liability Insurance to a limit of £1,000,000 and Employers' Liability to a limit of £10,000,000.

Once a customer has settled an invoice for hardware and services that Customer is responsible for keeping their hardware insured against all risks including when the hardware is located at on a building site or at 1Install Ltd premises.

7.2. Interruptions to Service

Neither Party shall be liable to the other for any, loss, damage or injury caused by acts of God, strikes, lock-outs, civil commotion, riots, war, fire, explosion, sabotage, storm, floods, earthquake, fog, subsidence and requisition of labour or materials for state purposes. 1Install Ltd shall not be liable for any delay in or non- provision of services caused by any circumstances, which are beyond its control.

7.3. Effects of Service

1Install Ltd shall not be liable for the use made by the Client of the Service properly provided 1Install Ltd.

Neither party shall be liable for any loss of business, profit or other consequential or indirect loss to the other party arising under this Agreement.

1Install Ltd shall not be liable for any loss of business, profit or other consequential loss to the Client arising from any failure or delay to provide any service either at all or within any time period.

7.4. Protection of Data

The Customer acknowledges that it is the best judge of the value and importance of its data held on any computer system and will be solely responsible for:

(a) Instituting and operating all necessary backup procedures upon equipment which is at the Customer's premises to ensure that data integrity can be maintained in the event of loss of data for any reason;

(b) Satisfying itself that the specified backup procedures operated by 1Install Ltd upon equipment which is at 1Install Ltd premises are sufficient to meet the Customer's requirements for maintaining data integrity in the event of loss of data for any reason; and

(c) Taking out any insurance or other financial protection against loss or damage, which may arise from loss of data for any reason.

8. Warranty and Repair Times

1Install Ltd does not provide any warranty or guarantee nor is any warranty or guarantee to be implied that it will be successful in undertaking any data reconstruction or hardware repair and 1Install Ltd does not accept any liability in this respect.

1Install Ltd shall use its best efforts to perform the Support Services within the SLA pertaining to the subscription but any such times are estimates only.

9. Notices

Any notice given under this Agreement by either party to the other must be in writing and delivered to the address shown on the front page of this Agreement, or to any other address notified in writing by one party to the other for the purpose of receiving notices, by personal delivery, courier, registered mail, or fax and will be deemed to have been given in the case of:

(a) Personal delivery or courier, when delivered;

(b) Mailing, three (3) working days after the date of mailing, or

(c) Fax, when the sender receives a written acknowledgement.

10. Law and Disputes

The parties shall attempt to resolve any dispute relating to this Agreement through negotiations between senior executives of the parties who have authority to settle the dispute.

If the matter is not resolved through negotiation, the parties may, at their election, attempt in good faith to resolve the dispute through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the

Centre for Effective Dispute Resolution in London. If the matter has not been resolved by an ADR procedure within thirty (30) days of the initiation of that procedure, or if either party does not wish to participate in an ADR procedure, the dispute may be referred by either party to the English courts and the parties submit to their jurisdiction for that purpose.

English law governs this Agreement.

In the event of any one or part of these terms and conditions being judged illegal or unenforceable by a court of law for any reason, the continuation in full force and effect of the remainder of them shall not be prejudiced.

11. General Terms of Sale

1Install Ltd has prepared this document in response to the Customers' requirement for an installation and/or support service.

Settlement of any invoice or subscription for any service via www.1install.co.uk constitutes acceptance of this Agreement and all terms contained within it. If there is any disagreement with any part of this Agreement it must be made clear and discussed with the Directors of 1Install Ltd prior to any equipment being installed or services provided.

The parties have negotiated this Agreement in good faith and each clause of this Agreement has been separately negotiated and specifically agreed upon for inclusion by the parties. Each and every limit and exclusion in this Agreement is independent and severable from the other and if held unlawful or unenforceable that part shall be struck out and the remainder shall remain in effect.

The prices contained in this document are exclusive of value added tax (which shall be charged at the rate applicable at the date of invoice) and shall be exclusive of expenses.

The clause headings in this Agreement have been inserted for the purpose of convenience only and shall not be taken into account in its interpretation.

Except with respect to the obligation of the Customer to pay any sums due, neither party will be liable for total or partial failure to perform its obligations in this Agreement during any period in which its performance is prevented or hindered by circumstances beyond its reasonable control.

Whilst every effort has been made to ensure the accuracy of the information and statements contained in this document, such statements are based on

1 Install Ltd understanding of the information and data supplied by Customer as set out in this Contract. As such, 1 Install Ltd makes no warranty, representation or undertaking as to the completeness or accuracy of the information contained herein and shall not be responsible for any reliance placed thereon nor for any loss or damage suffered as a result of such reliance, save to the extent that such information forms part of or is otherwise incorporated into any subsequent legally binding agreement entered into by 1 Install Ltd and Customer. Other than expressly stated in this proposal, 1 Install Ltd excludes all express or implied conditions and warranties (whether imposed by statute or otherwise).

The information and data supplied by 1 Install Ltd in this document and any attachments or enclosures thereto are confidential or proprietary (hereinafter referred to as "Confidential Information") to 1 Install Ltd. Customer shall only be entitled to use Confidential Information disclosed by 1 Install Ltd for the sole purpose of evaluating this proposal and for no other purpose whatsoever. Customer shall not disclose Confidential Information other than to its employees, representatives, advisers and any third parties who need to know the same for the purpose of evaluating the proposal and Customer shall procure that any of its employees, representatives, advisers, and any third parties to whom it may properly disclose the Confidential Information are aware of the obligation of confidentiality and undertake to comply with it. Any copying, distribution, reproduction or disclosure of the Confidential Information contained in this document is not permitted without the prior written permission of 1 Install Ltd.