

# Terms and Conditions of Business – The SilverCube AV Ltd.

## (1) General

- i. 'We', 'us' and 'our' refer to The SilverCube AV Ltd. 'You' and 'Your' refers to the customer, client or end-user.
- ii. The following terms and conditions do not affect your statutory rights.
- iii. In accordance with the General Data Protection Regulation we take all responsible precautions to ensure your data is protected. We do not share personal data with any other individuals or organisations without your prior consent.

## (2) Quotations

- i. Site surveys are required prior to a written quotation. Site surveys are free of charge with no obligation.
- ii. Quotations are valid for 28 days from the date of issue. Costs which are not controlled by us such as the retail price of products and VAT are subject to change within this 28 day period. Quotations accepted after 28 days will be subject to all price adjustments.
- iii. Quotations are prepared on a fixed cost basis unless otherwise stated. In some cases it may not be possible to offer a fixed price for all or part of an installation. In these circumstances work will be invoiced by time & materials where appropriate. All installations can be charged by time & materials on request if preferred.
- iv. Additional labour required due to delayed building work, site restrictions, project modifications or any other aspect out of our control which increases the installation time will be considered outside the scope of any fixed quote and charged accordingly.
- v. Cabling and installation sundries are quoted as accurately as possible based on the site survey and in most cases will be invoiced as quoted. However these costs cannot be guaranteed and may change due to essential alterations.
- vi. Any changes to the equipment or the installation after the quotation has been accepted must be approved by us. Significant alterations may require the quotation to be revised.
- vii. Quotations are confidential and contain our intellectual property. Specific details and system designs must not be disclosed to any other company or trading individual without our consent.

## (3) Installations

- i. We will only install products and equipment that we supply (with the exception of TVs and displays). In certain circumstances we may agree to install existing equipment or products purchased from other suppliers, but this will be determined on an individual basis.
- ii. Cancellations should be made at least 5 working days before the first day of installation. Installations cancelled within 5 working days will be subject to a 25% labour cancellation fee.
- iii. The positioning of equipment and cabling specified in the quotation cannot be guaranteed based on the site survey alone. Some adjustment may be required during the installation to compensate for the construction of the building.
- iv. The location of any equipment to be permanently mounted to a wall or other surface will be discussed and confirmed with you beforehand. Any alterations required as the result of incorrect or undisclosed information will be chargeable.
- v. We are not responsible for the positioning of sockets and cabling or other first fix work carried out by third parties.
- vi. Control system programming and other software developed by us remains the intellectual property of The SilverCube AV Ltd. Copying and modification of this data is prohibited without written consent.

## (4) Technical Support

- i. On-site technical support is available free of charge for 28 days after completion of the installation (subject to 4.ii). Following this period on-site technical support will be charged at standard rates (subject to 4.iii).
- ii. Call-outs for system failures which are found to be the result of user error or third party products and services will not be covered by the 28 day technical support policy (4.i) and will be charged at standard rates.
- iii. Technical support is free of charge for any equipment supplied and installed by us which develops a fault within the original manufacturer's warranty period. This service includes free on-site maintenance, equipment removal, return to base and reinstallation. Any direct costs such as packaging and carriage that we are unable to reclaim from the manufacturer or supplier will be chargeable.
- iv. Any technical support we choose to offer for third party products and services will be chargeable and include all labour costs and expenses.
- v. Telephone and email technical support is free of charge to all customers.

## (5) Warranties

- i. Installations are guaranteed for 2 years from the date of completion. This includes any work carried out to the property by us and all materials used for the installation. This warranty does not cover equipment or technical faults (please see section 4).
- ii. Any work carried out to the property by a third party which directly or indirectly affects the original installation may void the installation warranty and any damage as a result will not be covered by the warranty.
- iii. All products supplied by us are covered by the original manufacturer's warranty. Please contact us for specific warranty information.
- iv. Repair or replacement of faulty equipment within the original manufacturer's warranty period will be managed by us free of charge (see 4.iii).
- v. Support for faulty equipment outside the original manufacturer's warranty period is chargeable and will include all labour costs and expenses.
- vi. We are unable to support extended warranties free of charge. Support for faulty equipment covered by an extended warranty will include all labour costs and expenses.
- vii. We will not support any warranty for products supplied by third parties or purchased from other retailers.

## (6) Payments

- i. All products purchased through us (excluding installation sundries) must be paid for in full when confirming the order. Products will not be ordered or delivered until payment has been received.
- ii. Installation labour and sundries must be paid for in full no later than 14 days after completion. Staged payments may be required for large or long term projects.
- iii. Payments must be made by cheque or electronic transfer. Cheques are subject to a £1.30 surcharge due to bank fees which must be added to the final invoice total. We are unable to accept credit or debit card payments.