

# NETWORK, SMART HOME AND COMPUTER (BUILD, MAINTENANCE, REPAIR AND INSTALLATION) TERMS AND CONDITIONS (DOMESTIC)

## BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of Network, Smart Home, and Computer (Build, Maintenance and Repair) installation services by Roderick J Jones, RDE Communications (“the Trader”) to customers who require Network, Smart Home and Computer (Build, Maintenance and Repair) services to be provided at their home.

These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015 (as amended).

## 1. Definitions and Interpretation

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

<b>“Computer and data network Services”</b>	means the computer and data network (build, maintenance, repair and installation) services We will provide as specified in the Agreement;
<b>“Agreed Times”</b>	means the times which You and We agree for the Installer to have access to the Property to complete the Job as specified in the Agreement;
<b>“Agreement”</b>	means the contract into which You and We will enter if You accept the Estimation (Written or Verbal). The Agreement will incorporate, and be subject to, these Terms and Conditions. Our standard form of Agreement is attached as Schedule 1;
<b>“Business”</b>	means any business, trade, craft or profession carried on by You or any other person/organisation;
<b>“Consumer”</b>	means a “consumer” as defined by the Consumer Rights Act 2015 (as amended), and in relation to these Terms and Conditions means an individual customer of the Trader who receives Computer and Data Network Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>“Deposit”</b>	means the deposit You will be required to pay in accordance with Clause 5;
<b>“Equipment”</b>	means computer equipment, part(s) of, or network (data) equipment provided by the Installer;
<b>“Equipment Mark Up”</b>	means the amount added to the price of the equipment or part provided by the installer (non-refundable);
<b>“Final Fee”</b>	means the total of all sums You must pay which will be shown on the invoice issued in accordance with Clause 6 of these Terms and Conditions;
<b>“Installer”</b>	means Us or Our employee who will be responsible for providing the computer and data network services;

<b>“Job”</b>	means the complete performance of the computer and data network (build, maintenance, repair and installation) Services;
<b>“Model Cancellation Form”</b>	means the model cancellation form attached as Schedule 2;
<b>“Order”</b>	means Your initial request for Us to provide the computer and data network (build, maintenance, repair and installation) Services as set out in Clause 4;
<b>“Products”</b>	means the products required for the provision of the computer and data network (build, maintenance, repair and installation) Services which We will supply (including, but not limited to, the Equipment) as specified in the Agreement;
<b>“Property”</b>	means Your home/ business, as detailed in the Order and the Agreement, at which the Job is to take place;
<b>“Qualified”</b>	means an installer that has attended and passed a recognised course e.g. Comp TIA A+, N+ etc.;
<b>“Estimation”</b>	means the Estimation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
<b>“Quoted Fee”</b>	means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions;
<b>“Start Date”</b>	means the date You and We agree on for Us to start providing the Aerial Installation Services as specified in the Agreement;
<b>“Visit”</b>	means any occasion, scheduled or otherwise, on which the Installer visits the Property to provide the computer and data network (build, maintenance, repair and installation) Services;
<b>“We/Us/Our”</b>	means the Trader and includes all employees, agents and sub-contractors of the Trader;
<b>“You/Your”</b>	means a Consumer who is a customer of the Trader.
<b>“Installation (Invoice)”</b>	Is the sum of the Daily Labour Charge and the Miscellaneous Charge;
<b>“Daily Labour Charge”</b>	£60.00 for the first hour and £25.00 thereafter;
<b>“Miscellaneous Charge”</b>	Means the charge for fuel, parking costs and debit /credit card fees (as applicable);
<b>“Callout Charge (Invoice)”</b>	£70.00 (includes 1 <sup>st</sup> hr of labour and fuel cost (up to 15 miles from RDE Communications business address));

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text message, Instant messaging (e.g., WhatsApp) fax or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include the other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

## 2. **Information about Us**

- 2.1 We are a Sole Trader.
- 2.2 We trade under the name RDE Communications.
- 2.3 Our main trading address is 3 Hoblongs Cottages, Chelmsford Road, Great Dunmow, Essex. CM6 1LW.

## 3. **Communication and Contact Details**

- 3.1 If You wish to contact Us with question(s) You may contact Us by telephone at 07808 771 722 or 01371 859 911 or by email at rod@rde-communications.co.uk
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
  - 3.2.1 contact Us by email at rod@rde-communications.co.uk; or
  - 3.2.2 contact Us by pre-paid post at RDE Communications 3 Hoblongs Cottages, Chelmsford Road, Gt Dunmow, Essex. CM6 1LW.

## 4. **Orders**

- 4.1 We accept orders for computer and data network (build, maintenance, repair and installation) services through verbal e.g. telephone, or written e.g. email.
- 4.2 When placing an Order You should set out, in detail, the computer and data network (build, maintenance, repair and installation) service you require. Details required include the location of the Property, the type of Equipment required (e.g. component, network. etc.), the number of installations required and approximately where the Equipment is to be placed (e.g. room, roof, wall, loft etc.). We will provide You with an order form containing prompts for all required information. All such details are set out in the Agreement.
- 4.3 Once the Order is complete and submitted We will prepare an Estimation and send it to You either by email or first class post. The Estimation will set out the required Deposit and fee (see Clauses 5 and 6).
- 4.4 You may make changes to the Order and Estimation before accepting it. You may accept the Estimation by telephone, email or first-class post.

## 5. **Deposit**

- 5.1 At the time of accepting the Estimation or not more than 7 days thereafter You must pay Us a Deposit (if requested in the Estimation). The Deposit will be 80%% of the quoted fee. We will not confirm an Order until the Deposit is paid in full.
- 5.2 The Deposit is non-refundable except as set out in Clauses 12, 13 and 14.

## 6. Fees and Payment

- 6.1 The Estimated Fee will include the price payable for the Computer and Data Network Services and for the estimated Products required.
- 6.2 We will where reasonably possible use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however, if additional Products are required, We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum.
- 6.3 If the price of Products or services increases during the period between Your acceptance of the Estimation and the Start Date, We will inform You of the increase and of any difference in the Final Fee.
- 6.4 The Estimated Fee and the Final Fee are inclusive of VAT.
- 6.5 We will invoice You when the Job has been completed.
- 6.6 You must pay any invoice on completion of the job or within 7 days of receiving it
- 6.7 We accept the following methods of payment:
  - 6.7.1 Debit and credit cards via a sum up card reader and application (additional 2% charge applicable on the Fee amount);
  - 6.7.2 Cash;
  - 6.7.3 Cheque (payable to Mr R J Jones);
  - 6.7.4 Bank Transfer.
- 6.8 If You do not pay an invoice by the due date, We may charge You interest on the overdue sum at the rate of 1% above the base rate of the account used to purchase any Equipment or provide the Service from time to time until payment in full is made. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 6.9 If You have promptly contacted Us to dispute an invoice in good faith, We will not charge interest while such a dispute is ongoing.

## 7. Network, Smart Home and Computer Services

- 7.1 We will provide the Network, Smart Home and Computer Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).
- 7.2 We may provide sketches, impressions, plans or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 7.3 We will advise You on the best placement and positioning of all Equipment. You are free to ignore such advice and instruct Us to position the Equipment in a different location and/or position to that recommended by Us; however, if You do so We cannot guarantee that a good signal will be received.
- 7.4 We will advise You as to the most suitable Products required for the Job. We will provide Advice regarding both product quality and value. We will use the most suitable Products based on Our consultation with You.
  - 7.4.1 interference caused by any device belonging to You or another person which is not supplied by Us, or any activities carried out by You or a third party (including, but not limited to, radio transmissions, cellular networks, Wi-Fi devices and any other electrical devices);
  - 7.4.2 any work done to the Property (or the installed Equipment) by You or by any person other than the Installer unless such work has been undertaken with the involvement and approval of the Installer;

- 7.5 The responsibility (sometimes referred to as the “risk”) for the Products remains with Us until they have been delivered to You at which point it will pass to you. You will own the Products once We have received payment in full for them.
- 7.6 We will ensure that the Computer and Data Network Services are performed with reasonable care and skill by an experienced and qualified Installer to a reasonable standard which is consistent with best practice.
- 7.7 We will ensure that We comply with all relevant codes of practice.
- 7.8 The damage caused by the routing of cabling is not covered by clause 7.9.
- 7.9 We will ensure that no parts of the Property suffer damage as a result of Our provision of the Computer and Data Network Services, We will make good any damage that occurs at no additional expense to You as soon as is reasonably possible. We may instruct You to take reasonable steps to protect the Property while We are performing the Computer and Data Network Services, including but not limited to the use of dust sheets and the removal of valuable and/or delicate items from the areas where We are working. We will not be liable for any damage which occurs as a result of Your failure to follow such instructions.
- 7.10 We will properly dispose of all waste that results from Our provision of the Computer and Data Network Services.
- 7.11 Where a Job is to last for more than one working day, the Installer will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out or remove them from the Property at the end of each working day.
- 7.12 The following assumptions are made when We provide Computer and Network Services:
- 7.12.1 If agreement to provide a service includes the extension or installation of new final circuits (electrical), We assume the Customer has read and understood the provision of Domestic Electrical Services ‘Terms and Conditions’.
- 7.12.2 In providing the Estimate, We may have had to make certain assumptions regarding the nature of any existing structures and their finishes, the route of pipes, the availability of materials, the absence of plaster finishes (in new builds or extensions) on walls and ceilings across which cables are to be laid, etc. In the circumstances, whilst the assumptions made will be based upon experience, regulations and good practice, it may become necessary to suggest changes to the Agreement as it progresses, to take account of any discrepancies between the assumptions initially made and the actual conditions found.

## 8. **Guarantee**

- 8.1 We guarantee that the product of the Computer and Data Network Services provided will be free from material defects for a period of 12 months following completion of the Job.
- 8.2 If any defect in the product of the Computer and Data Network Services appears during the guarantee period set out in sub-Clause 8.1 We will rectify the defects free of charge.
- 8.3 All Products are guaranteed for a period of 12 months following their delivery to You.

8.4 The Guarantees provided in this Clause 8 are subject to the various exclusions set out under Clause 7

## 9. Your Obligations

9.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities and /or local authorities or similar, You must obtain them before we begin to provide the Computer and Data Network Services.

9.2 You will ensure that the Installer can access the Property at the Agreed Times to provide the Computer and Data Network Services.

9.3 You may either give the Installer a set of keys to the Property or be present at the Agreed Times to give the Installer access. We promise that all keys will be kept safely and securely by the Installer.

9.4 You must ensure that the Installer has access to electrical outlets and a supply of hot and cold running water.

9.5 You must give Us at least 24 hours' notice if You do not require the Installer to provide the Computer and Data Network Services on a particular day or at a particular time. We will not invoice for cancelled Visits provided such notice is given. If less than 24 hours' notice is given We will invoice You at the normal rate.

## 10. Complaints and Feedback

10.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

10.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available on request to Roderick Jones.

10.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:

10.3.1 In writing, addressed to Roderick Jones, 3 Hoblongs Cottage, Chelmsford Road, Gt Dunmow, Essex. CM6 1LW.

10.3.2 By email, addressed to Roderick Jones:

[complaints@rde-communications.co.uk](mailto:complaints@rde-communications.co.uk)

## 11. Changing the Start Date

11.1 If You ask Us to change the Start Date:

11.1.1 We will where reasonably possible agree a revised Start Date with You;

11.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 14).

11.2 If We ask You to change the Start Date, You may either:

11.2.1 agree a revised Start Date with Us; or

11.2.2 terminate the Agreement (see Clause 14).

## 12. Cancellation of Contract During the Cooling Off Period

12.1 Where the Agreement is not made "on Our premises", You have a statutory right to a "cooling off" period. This period begins once the contract between You and Us is formed and ends at the end of 14 calendar days after that date.

12.2 If You wish to cancel the Agreement within the cooling off period You should inform Us immediately by a clear statement (e.g. a letter sent by post or email

to the postal address, email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.

- 12.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 12.4 If You exercise the right to cancel You will receive a full refund of any amount paid to the Us in respect of the contract.
- 12.5 We will refund money though a bank transfer or cheque. In any case, You will not incur any fees as a result of the refund.
- 12.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which We are informed of the cancellation.
- 12.7 If the Start Date falls within the cooling off period You must make an express request for provision of the Computer and Data Network Services to begin within the 14 calendar day cooling off period. This request forms a normal part of the ordering process. By making such a request You acknowledge and agree to the following:
  - 12.7.1 If the Job is completed within the 14 calendar day cooling off period, You will lose the right to cancel once the Job is completed;
  - 12.7.2 If You cancel the Agreement after provision of the Computer and Data Network Services has begun You will be required to pay for the Computer and Data Network Services supplied up until the point at which You inform Us of Your wish to cancel;
  - 12.7.3 The amount due will be calculated in proportion to the full price of the Computer and Data Network Services and the actual Computer and Data Network Services already provided. Any sums that have already been paid for the Computer and Data Network Services will be refunded subject to deductions calculated on this basis;
  - 12.7.4 We will process any refund within 7 days and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 12.8 Clauses 13 and 14 apply to termination of the Agreement after the 14 calendar day cooling off period has elapsed.

### **13. Cancellation Before the Start Date**

- 13.1 In addition to Your rights in Clause 12 relating to the cooling off period, You may terminate the Agreement (i.e. cancel the Job) at any time before the Start Date as follows:
  - 13.1.1 If You cancel the Job more than 28 days before the Start Date We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
  - 13.1.2 If You cancel the Job less than 28 days before the Start Date We will retain from the Deposit a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit, We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.
- 13.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

## 14. Termination

- 14.1 You may terminate the Agreement with immediate effect by giving Us written notice if:
  - 14.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 14 days of You asking Us in writing to do so;
  - 14.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;
  - 14.1.3 You and We have been unable to agree a revised Start Date under Clause 11.1 or You elect to terminate the Agreement under Clause 11.2;
  - 14.1.4 We are unable to provide the Computer and Data Network Services due to an event outside of Our control (see Clause 16).
- 14.2 We may terminate the Agreement with immediate effect by giving You written notice if:
  - 14.2.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.8);
  - 14.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 14 days of Us asking You in writing to do so; or
  - 14.2.3 You and We have been unable to agree a revised Start Date under Clause 11.1;
  - 14.2.4 We have been unable to provide the Computer and Data Network Services for more than 4 weeks due to an event outside of Our control (see Clause 16).
- 14.3 For the purposes of this Clause 14 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 14.4 If at the termination date:
  - 14.4.1 You have made any payment to Us for any Computer and Data Network Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice;
  - 14.4.2 We have provided Computer and Data Network Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

## 15. Effects of Termination

- 15.1 If the Agreement is terminated for any reason:
  - 15.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
  - 15.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

## 16. Events Outside of Our Control (Force Majeure)

- 16.1 We will not be liable for any failure or delay in performing Our obligations



under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control .

16.2 If any event described under this Clause 16 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

16.2.1 We will inform You as soon as is reasonably possible;

16.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;

16.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Computer and Data Network Services as necessary;

16.2.4 You or We may terminate the Agreement (see Clause 14).

## 17. **Liability**

17.1 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.

17.2 We will maintain suitable and valid insurance including public liability insurance.

17.3 We provide Computer and Data Network Services for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial or industrial purposes of any kind. 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.

17.4 If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Computer and Data Network Services.

17.5 Our total liability for any loss or damage caused as a result of our negligence or breach of these Terms and Conditions or the Agreement (or that of the Installer) is limited to £2,000,000.

17.6 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Installer.

17.7 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.

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

## 18. **How We Use Your Personal Information (Data Protection)**

18.1 All personal information that We may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the

provisions of the Data Protection Act 1998 and Your rights under that Act.

- 18.2 We may use Your personal information to:
- 18.2.1 provide the Computer and Data Network Services to You;
  - 18.2.2 process Your payment for the Computer and Data Network Services;
  - 18.2.3 inform You of new products and services available from Us. You may request that We stop sending You this information at any time.
- 18.3 We will not pass on Your personal information to any other third parties without first obtaining Your express permission.

## 19. **Other Important Terms**

- 19.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 19.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 19.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 19.4 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 the Agreement.
- 19.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 19.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

## 20. **Law and Jurisdiction**

- 20.1 These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) will be governed by, and construed in accordance with, English Law.
- 20.2 Any dispute, controversy, proceedings or claim 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, Wales, Scotland or Northern Ireland, as determined by Your residency.