

AURA HOME TECH LTD – TERMS & CONDITIONS

These Terms and Conditions are the standard terms which apply to the provision of audio, visual and home technology products, installation and aftercare services by Aura Home Tech Ltd (“Aura” the “Company” or “We”) to clients within the client’s premises and remotely. The Company shall determine its range of services. Please read these T&Cs carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These Terms and Conditions apply where the client is a “Consumer” as defined by the Consumer Rights Act 2015. Please note that if you are a business client the Consumer Rights Act will not apply.

1. Information & Contact details

- 1.1 We are a limited Company that trades as Aura Home Tech Ltd.
- 1.2 We are registered in England under the Company number 06844034.
- 1.3 Our registered office is at Suite 2, 1 Kings Road, Crowthorne, Berkshire, RG45 7BF
- 1.4 Our main trading address is Unit 42, Space Business Centre, Wokingham, Berkshire RG41 2PQ
- 1.5 Our VAT number is 209414523.
- 1.6 We are a member of CEDIA
- 1.7 If you wish to contact us with questions, you may contact us by telephone at 01344 269270, by email at info@aurahometech.co.uk or at our offices listed in clause 1.4 above.
- 1.8 We are open for business between the hours of 8am – 4.30pm, Monday to Friday (excluding any bank or statutory holidays)

2. General Terms

- 2.1 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail or other means.
- 2.2 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.
- 2.3 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 2.4 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 2.5 Words signifying the singular number will include the plural and vice versa.
- 2.6 References to any gender will include any other gender.
- 2.7 References to persons, unless the context otherwise requires, include corporations.
- 2.8 Where services are accepted and/or purchased on behalf of a company or other legal entity you confirm that you have the authority to enter into such an agreement with us.
- 2.9 Where you are a Limited (Liability) Company, we require Director(s)/Controlling Shareholder(s) to guarantee your liabilities to us or provide suitable security for payment. We reserve the right to suspend all work until satisfactory guarantees are provided.
- 2.10 We reserve the right to photograph our installations in order to use them for surveying, quality assurance, promotional and marketing purposes. We will ensure our best efforts are made in order to retain client confidentiality by removing personal belongings and/or property.

3. Orders

- 3.1 We accept initial enquiries for smart home technology and home automation systems and associated services via telephone or email.
- 3.2 Once a consultation has been carried out we will prepare an estimate and send it to you by email. The estimation will set out the required deposit (if applicable) and fee.
- 3.3 If We cannot accept your order, We will inform you of this in writing.
- 3.4 You may make changes to the order and estimation before accepting it.
- 3.5 You may accept an estimation by accepting via the online system within 7 days of the date We issue the estimate. Thereafter we cannot guarantee services at the same price.
- 3.6 When (but not before) you have agreed to the estimation and you have paid the required deposit, a legally binding contract between you and us will be created (the agreement) for us to provide the documented services and for you to pay for them. We will then produce the system design documentation where required.
- 3.7 If you wish to change your order after accepting the estimate, please contact us and We will tell you whether or not the change can be accommodated, along with any changes to the fees payable as a result and will issue you a revised estimate. If We cannot accommodate the changes or the changes to the fees or other matters that are not acceptable to you, you may cancel in accordance with clauses 11 and/or 12.
- 3.8 Our goods and materials are to be supplied on a Pro-forma basis

4. Deposit

- 4.1 At the time of accepting the estimate or not more than 7 days thereafter, depending on the nature of the work and any specialist products required in advance, you are required to pay us a deposit. The deposit will be stated on your estimate and is non-refundable. We will not confirm an order until the deposit is paid in full.
- 4.2 If you cancel our services, We will retain the deposit as set out in clauses 12 and 13.

5. Fees and Payment

- 5.1 The estimate will include the price payable for the installation services, the estimated products required and any aftercare services.
- 5.2 Consultation, design and reactive support services are charged by the Company at an hourly rate of £125.00 + VAT.
- 5.3 We reserve the right to reduce the day rate for planned upgrades and installations.
- 5.4 We will where reasonably possible use only the products (and quantities of products) set out in the estimate and the agreement; however, if additional products and/or services are required, We will adjust the final fee to reflect this. We will keep any increases to a necessary minimum, will keep you informed at all times, and will not proceed without your agreement.
- 5.5 If the price of products or services increases during the period between your acceptance of the estimate and the invoice(s), We will inform you of the increase and of any difference in the final fee.
- 5.6 Our estimated costs are based on us having uninterrupted access and being able to provide the services without any delay. If we are unable to carry out uninterrupted work, through no fault of our own, we reserve the right to charge additional costs which will be calculated on any extended and/or additional site visits as per clause 5.2 and/or any outstanding fees.
- 5.7 The estimated fee and the final fee are inclusive of VAT. If the rate of VAT changes, We will adjust the amount of VAT that you must pay.
- 5.8 We will invoice you either when the project has been completed or periodically throughout the course of the project.
- 5.9 You must pay any invoice within 7 days of receiving it.
- 5.10 All payments required to be made shall be made in GBP (sterling) without any set-off, withholding or deduction.
- 5.11 We accept the following methods of payment:
- 5.11.1 BACS;
 - 5.11.2 Credit/Debit card; and
 - 5.11.3 Direct Debit.
- 5.12 Subscriptions are payable as per the agreed package. Details of what is included in your package and the associated costs are available on the portal.
- 5.13 You may cancel or amend your subscription via the online portal managed by Parasol. When you cancel your subscription mid-cycle it will continue to run until the end of that payment period.
- 5.14 We outsource our client support and accept no responsibility for their customer care, response times and access. Please refer to the policies and procedures on the getparasol.com website.
- 5.15 If you do not pay an invoice by the due date We may charge you interest on the overdue sum at the rate of 8% above the base rate of the Bank of England from time to time until payment is made in full of any such outstanding sums, as well as any other statutory compensation. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 5.16 If you have promptly contacted us to dispute an invoice in good faith, We will not charge interest while such a dispute is ongoing.
- 5.17 If We are required to issue proceedings to recover any fees or disbursements and We are successful in such proceedings, you agree that you will pay our legal/advisory costs of such proceedings even if the amount claimed is suitable for the small claims track.

6. Installation Services

- 6.1 We will provide the installation services in accordance with the specification set out in the accepted estimate (as may be amended by agreement between you and us from time to time).
- 6.2 We may provide sketches, impressions, plans or similar documents in advance of the project. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the project nor to guarantee specific results.
- 6.3 We will advise you on the best placement and positioning of all equipment. You are free to disregard such advice and instruct us to position the equipment in a different location and/or position than that recommended by us; however, if you do so We cannot guarantee that the products will work to the required level and accept no responsibility for the same.
- 6.4 We use electronic devices which have the ability to provide remote or cloud-based connection to the client's network and devices within their premises. This provides us with the ability to provide client's remote support services.
- 6.5 We will endeavour to try to find the best signal available at the property and direct the equipment to receive it. We will not be responsible for any weakness in the signal received which is due to any factors beyond our control.
- 6.6 If We cannot find a suitably strong signal, We may recommend additional equipment. You are under no obligation to purchase such additional equipment, but We will not be responsible for a poor result in use.
- 6.7 We will advise you as to the most suitable products required for the project. We will provide advice regarding both product quality and value. We will use the most suitable products based on our consultation with you and any follow-up discussions.
- 6.8 There may be slight variations to the same products as a result of differences between photographs, catalogues and other materials, and the products themselves, or as a result of minor technical changes which will not impact your use of the product in question. Product packaging may also vary. If different products are required due to non-availability, we reserve the right to supply them in order to complete your project.
- 6.9 We will not be responsible for, and give no guarantee against, poor reception resulting from:
- 6.9.1 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, cellular networks, Wi-Fi devices and any other electrical devices);
 - 6.9.2 the erection of new buildings, masts or other temporary or permanent structures or equipment, (this includes the planting and natural growth of trees);

- 6.9.3 changes (including, but not limited to, the removal or replacement) to local transmitters, masts or equipment; and
- 6.9.4 any work done to the property (or the installed equipment) by you or by any person other than our engineer.
- 6.10 The responsibility (sometimes referred to as “retention of title”) of the products remains ours until We have received payment in full for them. We reserve the right to reclaim and/or effect materials and/or products (either in person or remotely) until payment is received.
- 6.11 We will ensure that the installation services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 6.12 We will ensure that no parts of the property suffer damage as a result of our provision of the installation 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 installation 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.
- 6.13 We will not dispose of waste that results from our provision of installation services, this shall be the responsibility of the client.
- 6.14 Where a project is to last for more than one working day, the engineer 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.
- 6.15 Engineers should have unrestricted onsite parking. Where this is not possible we reserve the right to charge for parking in addition to our service rate.
- 7. Faulty Products**
- 7.1 If any products are supplied in the course of our providing the installation services, and you discover a defect with one or more of those products or if the product or products have been incorrectly described, you should inform us using the contact details above in clause 1.
- 8. Problems with Our Service**
- 8.1 If there is a problem with the result of our installation services, i.e. they have not been provided with reasonable care and skill, please contact us by one of the options listed in clause 1.
- 8.2 We always use reasonable efforts to ensure that our provision of services is trouble-free. If, however, there is a problem with our services we request that you inform us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the services as quickly as is reasonably possible and practical.
- 8.3 We will not charge you for remedying problems under this clause where the problems have been caused by us. If we determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, we may charge you for fault finding and/or remedial work.
- 9. Your Obligations**
- 9.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, you must obtain them before we begin to provide our services to you.
- 9.2 We may ask you to move or remove certain furniture, fixtures and fittings in the property before we begin work. Unless you and we specifically agree otherwise, this is your responsibility.
- 9.3 You will ensure that the engineer can access the property at the agreed times to provide the necessary services.
- 9.4 You may either give the engineer a set of keys to the property or be present at the agreed times to give the engineer access. We promise that all keys will be kept safely and securely by the engineer.
- 9.5 If you do not provide the required access to the property or make it impossible for us to provide the services by failing to comply with any other provision in this clause 9, and do not have a good reason for this, We reserve the right to invoice you for any additional charges incurred as a result.
- 9.6 You must ensure that the engineer has access to electrical outlets and a supply of hot and cold running water (including drinking water) and use of a W.C/washbasin.
- 10. Complaints and Feedback**
- 10.1 We always welcome feedback from our clients 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 We endeavour to respond to any complaint within 14 days.
- 10.3 If you wish to complain about any aspect of your dealings with us, please contact us in one of the ways listed in clause 1.
- 11. Cancellation of Consumer Contracts During the Cooling Off Period**
- 11.1 Where the agreement is not made “on our premises”, You (a consumer not a business) have a statutory right to a “cooling off” period. This period begins once the contract between you and us is formed and ends 14 calendar days after the formation date.
- 11.2 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, email to our email or trading address specified in clause 1 of these Terms and Conditions).
- 11.3 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.
- 11.4 If you exercise this right to cancel you will receive a refund of any amount over the deposit paid to us in respect of the contract.
- 11.5 We will refund money using the same method used to make the payment.
- 11.6 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 calendar days after the day on which We are informed of the cancellation.
- 11.7 If you exercise the right to cancel in relation to products:

- 11.7.1 We will issue any refund due no later than 14 calendar days after We receive the relevant products (and will include standard delivery charges if you send the products to us);
 - 11.7.2 You must return the products to us within 7 calendar days of the day on which you inform us that you wish to cancel and return them;
 - 11.7.3 We may make a deduction from the refund for loss in value of any products supplied if the loss is the result of unnecessary handling by you;
 - 11.7.4 Please also note that products that become inseparably mixed with others cannot be returned.
 - 11.7.5 You may not be eligible for a refund on goods that have already been processed, if a refund is available from our supply chain, re-stocking fees will apply.
 - 11.7.6 No cooling off period applies on bespoke goods, you are also not eligible for any refund on bespoke goods.
- 11.8** If you request the start date to fall within the cooling off period and the provision of the installation services to begin within the 14 calendar day cooling off period you acknowledge and agree to the following:
- 11.8.1 If the project is completed within the 14 calendar day cooling off period, you will lose the right to cancel;
 - 11.8.2 If you cancel the agreement after the installation services have begun you will be required to pay for the services and any products that cannot be returned to us supplied up until the point at which you inform us of your wish to cancel;
 - 11.8.3 The amount due will be calculated in proportion to the full price of the estimate and the actual goods and services already provided. Any sums that have already been paid for the goods and services will be refunded subject to deductions calculated on this basis; and
 - 11.8.4 We will process any refund within 14 calendar days after you inform us of your wish to cancel.
- 12. Cancellation of Consumer Contract Outside of the Cooling Off Period**
- 12.1** Should you need to cancel or re-arrange a scheduled visit by one of our engineers with less than 2 working days' notice, we reserve the right to recover any incurred costs of loss of income.
- 12.2** If you cancel the project after the 14 calendar day cooling off period has expired (or where it does not apply) and less than 7 days before the start date, We reserve the right to retain (in addition to the deposit) a sum to cover any net financial loss that We suffer due to the cancellation. We will refund any balance 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 we are trying to recover, We will invoice you for the shortfall and you will be required to make payment in accordance with clause 5.
- 12.3** 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, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.
- 13. Termination**
- 13.1** You may terminate the agreement with immediate effect at any time by giving us 7 days written notice if:
- 13.1.1 We enter into liquidation or have an administrator or receiver appointed over our assets;
 - 13.1.2 We are unable to provide the services due to an event outside of our control (see clause 14).
- 13.2** We may terminate the agreement with immediate effect by giving you 7 days written notice if:
- 13.2.1 You fail to make a payment on time as required under clause 5 (this does not affect our right to charge interest on overdue sums under clause 5.15);
 - 13.2.2 You have breached the agreement in any material way and have failed to remedy that breach within 5 working days of us asking you in writing to do so; or
 - 13.2.3 You and We have been unable to agree on a revised start date;
 - 13.2.4 You do not provide the engineer with access to the property or otherwise make it impossible for the engineer to provide the installation services, and We have been unable to contact you to re-arrange the installation services under clause 9.5; and
 - 13.2.5 We have been unable to provide the installation services for more than 4 weeks due to an event outside of our control (see clause 14).
- 13.3** If at the termination date:
- 13.3.1 You have made any payment to us for any goods and services We have not yet provided, these sums (minus the deposit) will be refunded to you as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge you) reasonable compensation for the net costs we will incur as a result of your breaking the agreement if we terminate it under clauses 13.2.1, 13.2.2, or 13.2.4; and
 - 13.3.2 We have provided goods and 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 5.
- 14. Events Outside of Our Control (Force Majeure)**
- 14.1** We endeavour to honour agreed appointment times, but you must be aware that there may be delays due to traffic, weather and events that are outside of our control that may force a change in arrangements.
- 14.2** 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 another natural disaster, or any other event that is beyond our reasonable control.
- 14.3** If any event described under this clause 14 occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions:
- 14.3.1 We will inform you as soon as is reasonably possible;

- 14.3.2 Our obligations under the agreement will be suspended and any time limits that We are bound by will be extended accordingly;
- 14.3.3 We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of the installation services as necessary; and
- 14.3.4 You or We may terminate the agreement (see clause 13).

15. Liability

- 15.1 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.
- 15.2 We will maintain suitable and valid insurance including public liability insurance.
- 15.3 We provide audio, visual and home technology installation services for domestic and private purposes only. We make no warranty or representation that the services are fit for commercial, business 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.
- 15.4 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 installation services.
- 15.5 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 engineer.
- 15.6 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.
- 15.7 Technological devices are susceptible to unknown failures and/or faults with their operation and/or performance which we will not be responsible for or accept liability for.
- 15.8 We are happy to recommend third-party companies to assist in the installation of your goods, We do not accept liability for instructed companies' works. We suggest you make your own enquiries and carry out relevant due diligence.

16. Warranties

- 16.1 New installations by us are provided with a 12-month products and services warranty.
- 16.2 Products may be supplied with an extended manufacturer's warranty. Any further services supplied as part of the product's warranty repair or replacement will be charged to the client.

17. How we use your data

- 17.1 We will only use your personal data as set out in our privacy policy available on our website www.aurahometech.co.uk

18. Other Important Terms

- 18.1 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. We recommend you check our website regularly for any updates.
- 18.2 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.
- 18.3 You may not transfer (assign) your obligations and rights under the agreement without our express written permission (such permission not to be unreasonably withheld).
- 18.4 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.
- 18.5 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.
- 18.6 No failure or delay by us in exercising any rights under the agreement means that We have waived that right, and no waiver by us of a breach of any provision of the agreement means that We will waive any subsequent breach of the same or any other provision.

19. ADR

- 19.1 Alternative dispute resolution or 'ADR' refers to ways of resolving disputes between a consumer and a trader without going to court.
- 19.2 We are willing to partake in ADR in order to avoid formal court action, the costs of which shall be split equally between the parties

20. Law and Jurisdiction

- 20.1 These Terms and Conditions, the agreement, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 20.2 Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, the agreement, or the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.

21. Definitions

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

"Agreed Times"

means the times at which you and We agree for the engineer to have access to the property to complete the project;

“Agreement”	means the contract into which you and We will enter if you accept the estimate and pay the deposit. The agreement will incorporate, and be subject to, these Terms and Conditions.
“Business”	means any business, trade, craft or profession carried on by you or any other person/organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual client who receives our products or installation services for their personal use and for purposes wholly or mainly outside the purposes of any business;
“Deposit”	means the deposit you may be required to pay in accordance with clauses 4 and 5;
“Engineer”	means us or our employee who will be responsible for providing the installation services;
“Estimate”	means the estimate We give to you in accordance with clause 3 detailing the services We will provide to you and the fees We will charge;
“Equipment”	means the equipment provided by the engineer as per the agreement and system design documents;
“Fee”	means the total of all sums you must pay which will be shown on the invoice(s) issued in accordance with clause 5 of these Terms and Conditions;
“Installation Services”	means the installation services We will provide as specified in the agreement;
“Order”	means Your initial request for us to provide the installation services as set out in clause 3;
“Products”	means the products required for the provision of the installation services which We will supply (including, but not limited to, the Equipment) as specified in the Agreement;
“Project”	means the complete performance of the installation services;
“Property”	means your home, as detailed in the agreement, at which the project is to take place;
“Estimated Fee”	means the fee set out in the estimate which may change according to the actual work undertaken as set out in clause 6 of these Terms and Conditions;
“Start Date”	means the date you and We agree on for us to start providing the installation services as specified in the agreement;
“Visit”	means any occasion, scheduled or otherwise, on which the engineer visits the property to provide the installation services or support;
“We/Us/Our”	means the Company (Aura Home tech Ltd) and includes all employees, engineers and agents; and
“You/Your”	means a client who is a customer of the Company.