

## Our terms

### 1. These terms

**1.1 What these terms cover.** These are the terms and conditions which govern the service plans we offer to you. We offer 4 service plans: Basic, Standard, Premium and Platinum.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, details about our service plans, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 2. Information about us and how to contact us

**2.1 Who we are.** Ian Doddridge Electrical and Audio Ltd is a company registered in England and Wales. Our company registration number is 04354596 and our registered office is at 20 Clarendon Grove, Liverpool, Merseyside, L31 4JP. Our registered VAT number is GB793235608.

**2.2 How to contact us.** You can contact us by telephoning us on 0800 084 2165 or by writing to us at [enquires@ideaglobal.co.uk](mailto:enquires@ideaglobal.co.uk).

**2.3 How we may contact you.** If we have to contact you, we may do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. Our contract with you

**3.1 How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

**3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you. This might be because of unexpected limits on our resources which we could not reasonably plan for.

**3.3 Your order number.** We will assign a project reference to your order and tell you what it is when we accept your order. It will help us if you can tell us the project reference whenever you contact us about your order.

**4. Our services**

4.1 We offer 4 types of Plans: Basic, Standard, Premium and Platinum.

**5. Our rights to make changes**

**Minor changes to service plans.** We may change the service plans to reflect changes in relevant laws and regulatory requirements.

**6. Providing the services**

**6.1 When we will provide the service plans.** During the order process we will let you know when we will provide the services to you.

(a) **Ongoing services.** We will carry on our services to you until either the subscription expires or you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9.

**6.2 If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

**6.3 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply services to you. If so, this will have been told to you over the telephone or in the course of email exchanges. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**6.4 Reasons we may suspend the supply of Plans to you.** We may have to suspend the supply of a service to:

(a) deal with technical problems or make minor technical changes; and

- (b) update the service to reflect changes in relevant laws and regulatory requirements.

We will contact you in advance to tell you we will be suspending supply of our service, unless the problem is urgent or an emergency.

**6.5 We may also suspend supply of the services if you do not pay.** If you do not make payments as agreed when you are supposed to (see clause 11.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend our services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments.

## 7. Your rights to end the contract

**7.1 You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If you want to end the contract because of something we have done or have told you we are going to do, see clause Error! Reference source not found; or**
- (b) **If you have just changed your mind about the services, see clause 7.2.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to reimburse us for any services we have carried out during this period.

**7.2 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** Subject to certain exceptions, for certain services bought over the telephone or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund.

**7.3 When you don't have the right to change your mind.** You do not have a right to change your mind, once the cancellation period has ended.

**7.4 How long do I have to change my mind?** You have 14 days after the day we email you to confirm we accept your order. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

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## 8. How to end the contract with us

**8.1 Tell us you want to end the contract.** You can end the contract by giving us at least 2 weeks' notice prior to the expiry of the Plan:

- (a) **Phone or email.** Call us on 0800 084 2165 or email us at enquires@ideaglobal.co.uk. Please provide details of what you bought, when you ordered or received it and your name and address.
- (b) **By post.** Complete the form included appended to these Terms and Conditions post it to us at the address on the form or simply write to us at Unit 7 Webber Estates, Webber Road, Knowsley Industrial Park, Merseyside, L33 7SQ including details of what you bought, when you ordered or received it and your name and address.

**8.2 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

**8.3 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

## 9. Our rights to end the contract

**9.1 We may end the contract if you break it.** We may end the contract for the service at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us; or
- (c) you do not allow us access to your premises to supply the services.

**9.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for the services we have not provided but we may charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## 10. If there is a problem with our services

**10.1 How to tell us about problems.** If you have any questions or complaints about, please contact us. You can telephone us on 0800 084 2165 or write to us at [enquires@ideaglobal.co.uk](mailto:enquires@ideaglobal.co.uk).

## 11. Price and payment

**11.1** The price of the service (which includes VAT) will be the price as displayed in the Schedule 2. We take reasonable care to ensure that the price advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the services you order.

**11.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we commence our services, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes effect.

**11.3 What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the services we offer may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

**11.4 When you must pay and how you must pay.** We accept payment by standing order or credit card payment. Payment for the Plans will be made either annually or quarterly.

**11.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**11.6 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 12. Our responsibility for loss or damage suffered by you

**12.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights and for defective products under the Consumer Protection Act 1987.

**12.2 When we are liable for damage to your property.** If we provide services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

**12.3 We are not liable for business losses.** We only supply services for domestic and private use. If you require the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity.

## 13. How we may use your personal information

**13.1 How we may use your personal information.** All personal data are held securely. We will not use your personal data other than to fulfil your order.

## 14. Other important terms

**14.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 2 weeks of us telling you about it and we will refund you pro-rata for the services we are not able to provide.

**14.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**14.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

- 14.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide our services, we can still require you to make the payment at a later date.
- 14.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.
- 14.7 Online dispute resolution.** If you are not happy with how we have handled any complaint, you may submit your dispute for online resolution to the European Commission Online Dispute Resolution platform.

## **Schedule 1 Model Cancellation Form**

*(Complete and return this form only if you wish to withdraw from the contract)*

To: Ian Doddridge Electrical & Audio Limited of Webber Road, Knowsley Industrial Park,  
Merseyside, L33 7SQ

Email: enquires@ideaglobal.co.uk

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods  
[\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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## Schedule 2 – Service Plan

	<b>BASIC</b>	<b>STANDARD</b>	<b>PREMIUM</b>	<b>PLATINUM</b>
<b>Remote Network Services</b>				
idea DNS service (remote access)	included	included	included	included
Remote Management	included	included	included	included
Remote Monitoring		included	included	included
<b>Licences</b>				
Control4 4Sight Subscription	included	included	included	included
<b>Preventative Maintenance Visit</b>	1 per year	1 per year	2 per year	3 per year
Firmware Updates	yes	yes	yes	yes
System Health Check	yes	yes	yes	yes
Refresher Training	yes	yes	yes	yes
Programming Alterations (per annum)		2 hours	4 hours	6 hours
<b>Equipment</b>				
Equipment Warranty	Manufacturer	Manufacturer	Manufacturer	Comprehensive
Labour Warranty	chargeable	included	included	included
Ancillary Parts (Power Supplies, Batteries, etc...)			Included	Included
Equipment Upgrade Programme				Included
<b>Servicing</b>				
Response		Priority	Premium	Premium
Remote Assistance	£35/hour	unlimited	unlimited	unlimited
Call Out Charge - Weekday	£75 (inc. 1 hour)	none	included	included
Hourly Labour Rate - Weekday	£35/hour	£35/hour	included	included
Standard Programming Rate	£45/hour	£45/hour	included	included
Call Out Rate - Out of Hours	£95 (inc. 1 hour)	none	included	included
Hourly Labour Rate - Out of Hours	£45/hour	£45/hour	included	included
Electric Gate Servicing				included

## **Service Plan Definitions and Conditions**

### **Remote Networking Services**

**Dynamic DNS** – our dynamic DNS service 'ideadns.co.uk' allows you to connect to your home from anywhere in the world. As most Internet Service Providers (ISPs) use a dynamic connection to the internet, your home's location on the internet may change regularly. Using a DNS service installed in your router, our online servers track your home's location on the internet every time it changes ready for you to access at any time.

**Remote Management** – using our specially-configured routers, we can access your computer network remotely to diagnose and repair faults and update your equipment remotely.

**Remote Monitoring** – if you have one of our latest Pakedge routers, we are also able to monitor your computer network and Control4 system remotely 24 hours a day. Your router will alert us immediately if any of your devices are offline, allowing us to address problems before you are even aware of them.

*Note: We will be upgrading all routers to Pakedge Routers free of charge as part of the Equipment Upgrade Program for all clients subscribing to our Platinum Plan.*

### **Control4 4Sight Licence**

A Control4 4Sight Licence is required for remote access to your Control4 System via the App. The licence also grants access to the Intercom Anywhere App for remote access to your Control4 Intercom. The individual cost of the 4sight Licence is £100 +VAT.

### **Preventative Maintenance**

A routine service visit will involve many health checks and preventative maintenance elements. A service visit will be tailored to your system and will include things like Firmware Updates, air filter cleaning, battery checks and replacement, Intruder Alarm & CCTV servicing. Premium and Platinum Plan clients will receive more than one service visit per year. Some items will be checked at each visit, other items will be scheduled so they are checked annually. Platinum Plan clients will also have their Electric Gates serviced.

### **Firmware Updates**

Firmware is the manufacturer's software on a device. Firmware is often updated by manufacturers for a number of reasons: continued compatibility with other devices, additional features, security updates and bug fixes to previous versions. As part of the care plan, firmware updates will be carried out on all equipment during routine maintenance visits. Some firmware updates will be rolled out automatically and remotely.

### **Refresher Training**

At each service visit we will be happy to demonstrate how to use any of those little features you may have forgotten how to use or to show you any new features introduced since our last visit.

### **Programming Changes**

To keep your system personal to you, we are always happy to make those tweaks to the programming that keep your system working for you, whether it's a new lighting scene, a new function for a button or something else.

### **Equipment**

#### **Equipment Warranty**

All equipment supplied by **idea** comes with a minimum of 12 months manufacturer warranty. Some of the manufacturers whose products we supply come with extended warranties. Most Control4 products are supplied with a 2 year warranty and Sonance Loudspeakers are supplied with a lifetime warranty. We will always extend the full manufacturer's warranty to our clients.

#### **Labour Warranty**

Where products need to be replaced in warranty but after their initial 12 month period the labour element of this exchange will be chargeable. For Standard, Premium and Platinum Plan Clients, labour for any warranty exchange will be included free of charge.

#### **Comprehensive Warranty**

Platinum Plan clients will receive a full extended manufacturer's warranty on their entire system. The extended warranty will be provided by **idea** and subject to the manufacturer's original warranty terms. All products will be covered against failure under normal operation. The cover does not include accidental damage, lightning strikes, theft, etc. These should be covered by your home content's insurance.

#### **Ancillary Equipment Cover**

Batteries and small power supplies can require changing every 2 -3 years. These and any other minor parts such as relays, fuses etc are all included free of charge with Premium and Platinum cover.

### **Equipment Upgrade Programme**

Customers with Platinum cover will be enrolled in our Equipment Upgrade Programme. This programme helps you to keep your system up-to-date as technology changes. As devices which are critical to system operation age, manufacturers make them 'end of life' and withdraw support with things like firmware updates and replacement parts. These devices will be upgraded with the latest products free-of-charge. Some examples of devices that may be upgraded are Control4 processors, Network Switches, Routers & Modems, CCTV Recorders. The maximum upgrade value in any one year is £2,000.

### **Servicing**

#### **Emergency Call Out**

All of our care plans include access to our Emergency Call Out service. Emergency Call Outs are prioritised based on the nature of the fault and the level of Service Plan.

#### **Priority Response**

Standard Plan customers will receive priority response. **Minor Faults** will be prioritised within the next three working days. **Major faults** will be responded to on the same day.

#### **Premium Response**

Premium and Platinum Plan customers will receive priority response. **Minor Faults** will be prioritised on the next working day. **Major faults** will be responded within 4 hours.

#### **Minor Faults**

Any faults that only affect one or a couple of devices would be considered Minor Faults. All audio system faults would be considered Minor Faults.

#### **Major Fault**

A fault would be considered a Major Fault when there is a **Full Loss of Service**. In the event of lighting and heating a Major Fault would be considered if more than 25% of the system was inoperable.

## **Full Loss of Service**

A Full Loss of Service is when a complete service is down. Examples of this would be total loss of lighting or heating or total loss of complete television system.

## **Remote Assistance**

Updates and Programming Changes can often be carried out remotely. Faults can also be diagnosed and sometimes corrected remotely. Unlimited\* Remote assistance is included with our Standard, Premium and Platinum plans.

\*Unlimited assistance/labour refers to system faults, breakdowns, updates, services and programming changes included within each plan. System additions or upgrades requested by a customer in addition to their plan would be chargeable.

## **Electric Gates Servicing**

Electric Gates will be serviced annually as part of the Platinum Plan. Consumables such as grease, hydraulic fluid etc. are included. Electric Gate Parts such as motors, control boards and sensors will be chargeable.

## **Price Increases**

We reserve the right to increase, on an annual basis, our hourly rates for servicing under the Basic Plan and Standard Plan in line with the retail price index.

## **Systems Included**

Lighting Control

Heating Control

HD Video System

Audio System

Satellite & Aerial Distribution System

Intruder Alarm including External Detection

CCTV System

Security Lights

Intercom System

Electronic Gates (Platinum Cover Only)