

FACE2FACE INSTALLS

TERMS & CONDITIONS

1. INTERPRETATION & OPERATIONAL HOURS

In this agreement, the following terms apply:

- **"The Installer"**: Refers to Face2Face Installs, operated as a sole trader business by Josh Face, including any authorised assistants or subcontractors.
- **"The Client"**: The individual, business, or representative booking the work. Multiple individuals or business partners booking a job accept joint and individual liability for all fees and outstanding balances.
- **"The Equipment"**: All hardware, network devices, cabling, enclosures, and smart fixtures provided or configured during the project.
- **"The Project Lifecycle"**: The end-to-end business workflow comprising four distinct stages: *Quoting* (scoping and estimation), *Procuring* (hardware allocation and acquisition), *Installing* (on-site deployment), and *Post-Project Support* (warranty and maintenance).
- **"Normal Working Hours"**:
 - Monday to Friday: 8:00 AM – 6:00 PM
 - Saturday and Sunday: 10:00 AM – 4:00 PM
 - *Note: The Installer is closed and non-operational on all UK Bank and Public Holidays.*
- **"The Price"**: The total amount due for parts and labour as stated in the project estimate.

2. ESTIMATES, TWO-STAGE INVOICING, AND SETTLEMENT

- **2.1 Two-Part Invoice Structure**: To keep project billing transparent and protect business cash flow, all standard approved quotes are divided into two distinct parts and billed via two separate invoices.
- **2.2 Large Project Exception**: For larger commercial, phased, or high-value installations, the standard two-part invoice structure may be replaced by a bespoke staged payment schedule. Any such variation will be clearly outlined in writing in the custom project proposal and agreed upon by both parties before the *Procuring* phase begins.
- **2.3 Upfront Hardware Deposit (Invoice 1)**: On standard projects, the hardware cost must be paid upfront as a deposit to accept the quote. This payment authorises The Installer to order your equipment and securely lock in your installation date on the calendar. Hardware will not be purchased, allocated, or bench-tested until this invoice clears.
- **2.4 Labour Charge (Invoice 2)**: On standard projects, the labour cost is due on the day the installation is completely finished and the Client is happy with the setup. Alternatively, a final invoice for labour will be sent immediately after works are completed and must be settled immediately. These labour costs are explicitly identifiable on the initial quote by **items that start with an asterisk (*)**.
- **2.5 Additional Charges & Site Variations**: The Installer does their absolute best to quote for what they believe will be the full labour and hardware cost based on visible site conditions. If unexpected issues or snags occur on-site that change the job, The Installer will always talk to the Client first and send an updated quote for approval before any extra work proceeds.
- **2.6 Estimate Validity**: All project estimates are valid for 28 days from the date of issue unless stated otherwise. If the upfront hardware deposit is not received within this window, pricing may be adjusted to reflect changes in live wholesale hardware costs.

- **2.7 Account Disputes:** The Client has a strict window of seven (7) days from receipt of any invoice to query charges in writing to josh@face2faceinstalls.co.uk. If no query is raised within 7 days, the invoice is deemed accepted in full.
- **2.8 Overdue Accounts:** Late payments accrue interest daily at 8% above the Bank of England base rate. Commercial transactions will incur additional statutory debt recovery fees (£40 for balances under £1,000; £70 up to £9,999.99; £100 for £10,000 or more).
- **2.9 Service Suspension:** If the final labour balance remains unpaid, The Installer reserves the right to suspend all technical support, remote cloud management dashboard access, and active post-project support without notice.

3. HARDWARE RISK AND OWNERSHIP (RETENTION OF TITLE)

- **3.1 Risk Transfer:** Responsibility for the physical security, loss, or accidental damage of the Equipment transfers entirely to the Client the moment it is delivered to the Premises.
- **3.2 Legal Ownership:** Legal title and ownership of all installed items remain strictly with Face2Face Installs until both the upfront hardware deposit (Invoice 1) and the final labour invoice (Invoice 2) are settled in full. For the avoidance of doubt, regardless of whether the Equipment has already been physically fitted, wired, affixed, or integrated into the Premises, it remains the absolute property of The Installer until all outstanding balances are cleared.
- **3.3 Right of Reclamation:** Until ownership passes to the Client, the hardware is held on trust. If the Client defaults on payment, The Installer retains an absolute, irrevocable right to enter the property to safely dismantle and remove the physical equipment. The Client will be liable for all recovery and extraction costs.

4. INSTALLATION CONDITIONS & DRILLING WAIVER

- **4.1 Access Requirements:** The Client must provide clear, safe access to all installation areas during Normal Working Hours, alongside a reliable mains power supply. Delays caused by lack of site access or power failure may result in additional labour charges.
- **4.2 Sub-Surface Utilities:** The installation of network infrastructure, access points, and devices requires structural drilling and fixing. The Client assumes full responsibility for mapping out and identifying hidden electrical wiring, gas lines, or water pipes. The Installer accepts zero liability for damage to subsurface utilities unless their exact layout was provided in writing by the Client prior to drilling.
- **4.3 Making Good & Redecoration:** Physical installation paths (such as running containment or feeding cables through wall cavities) can result in standard minor cosmetic marks. The Installer is not responsible for plastering, painting, or redecoration costs unless structural damage occurred due to negligence and was completely avoidable.

5. TECHNICAL LIMITATIONS & THIRD-PARTY PLATFORMS

- **5.1 Network Dependencies:** The Installer ensures that the local physical network infrastructure works perfectly at the time of handover. The Installer is not responsible for dropouts, speed drops, or system performance failures caused by the Internet Service Provider (ISP), external lines, or client-side changes to Wi-Fi passwords and third-party routers.
- **5.2 Independent Applications:** Many custom installations rely on software, mobile applications, and firmware ecosystems managed by independent manufacturers (e.g., Ubiquiti UniFi, Sonos, Lutron, HikVision). The Installer accepts no liability for software bugs, server outages, cloud downtime, or manufacturer feature updates that alter how the system operates.
- **5.3 48-Hour Acceptance Window:** Using the system for a period exceeding 48 hours constitutes an absolute and binding acceptance by the Client that the installation has been completed satisfactorily.

6. PROTECTION OF SOLE TRADER LIABILITY & INSURANCE

- **6.1 Public Liability Insurance:** For the mutual protection of both parties, The Installer maintains valid, comprehensive Public Liability Insurance to cover standard operational risks and accidental property damage.
- **6.2 Total Financial Cap:** As an independent sole trader business, the total aggregate liability of Face2Face Installs to the Client for any standard operational oversights, breach of contract, or accidental damage shall under no circumstances exceed the total monetary amount paid by the Client for that specific installation job.
- **6.3 Gross Negligence Exception:** The financial liability cap outlined in Clause 6.2 applies to all standard installation claims. It shall only be set aside if property damage or personal injury is proven in a UK court to have been directly caused by wilful, reckless misconduct or gross negligence on the part of The Installer.

- **6.4 Consequential Financial Loss:** The Installer is entirely exempt from any claims for indirect or consequential losses, including but not limited to lost business profits, commercial downtime, data breaches, or property devaluation.

7. CUSTOMER OBLIGATIONS

To keep the installed infrastructure operational and covered by warranty, the Client must:

- **7.1** Keep all hardware in a clean, temperature-suitable environment with a stable power supply.
- **7.2** Prevent any unauthorised third parties or unapproved technicians from modifying, moving, resetting, or tampering with the physical hardware or software settings.
- **7.3** Routinely test the system and report any hardware faults or required repairs to josh@face2faceinstalls.co.uk immediately.
- **7.4** Ensure that any data privacy responsibilities (such as public warning signs for external security cameras under ICO regulations) are fully handled at their own expense.

8. WARRANTY AND POST-PROJECT SUPPORT

- **8.1 One-Year Standard Warranty:** All brand-new equipment supplied and installed by Face2Face Installs is backed by a 1-year parts and labour warranty from the Installation Date, provided the Client has paid all invoices in full.
- **8.2 Extended Manufacturer Warranties & RMAs:** If a specific product manufacturer offers an extended hardware warranty beyond our initial 1-year window, The Installer can submit an RMA (Return Merchandise Authorisation) request and manage the replacement process on behalf of the Client. This courtesy service is strictly conditional on the hardware failure being an inherent manufacturing defect, and not the result of a faulty installation by an unapproved party, client tampering, or equipment misuse.
- **8.3 Warranty Exclusions:** This warranty does not cover consumables (such as batteries), general wear and tear, network adjustments made by internet providers, or damage caused by power surges, lightning, or accidental misuse. Any pre-existing client wiring or legacy hardware integrated into the new network is entirely excluded from this guarantee.
- **8.4 Tampering Clause:** The 1-year standard warranty and courtesy RMA management are immediately voided if anyone other than The Installer alters, factory resets, or attempts to repair the system configuration without prior written consent.
- **8.5 Ongoing Support Plans:** If a recurring maintenance, remote support, or cloud hosting plan is explicitly agreed during the *Post-Project Support* stage, it runs for an initial 12-month period. To cancel the service, the Client must submit a minimum of 3 months' written notice to josh@face2faceinstalls.co.uk ahead of the annual renewal date. The Installer reserves the right to adjust annual subscription rates to reflect hardware vendor price increases or inflation.

COMPLAINTS POLICY

If you are dissatisfied with any aspect of your experience across our quoting, procurement, installation, or post-project support phases, please let us know so we can rectify the matter. All formal complaints must be submitted in writing directly to our business email via the contact information below:

Josh Face (Owner & Lead Installation Engineer) - josh@face2faceinstalls.co.uk