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JSJ Smart Homes Ltd

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TERMS AND CONDITIONS

FOR ONGOING AFTER CARE SERVICES

After Care Package

Parties

By, 'we', 'us', or 'our', we mean JSJ Smart Homes Limited – as the provider of the after care package.

By, 'you' or 'your', we mean the person(s) named on the after care package above. Also referenced as the Customer. Only the person(s) named on the after care package, or their spouse, legal partner or authorized contact can amend or cancel the package.

The system will be maintained to the following British Standard. BS 7671:2018. Requirements for Electrical Installations and BS EN 50491-11:2015. General requirements for Home and Building Electronic Systems (HBES) and Building Automation and Control Systems (BACS). Smart Metering. Application Specifications. Simple External Consumer Display.

It is essential that the system is subject to periodic inspection and servicing so that unrevealed faults are identified, preventive measures can be taken to ensure the continued reliability of the system, false alarm problems are identified and suitably addressed, and that the user is made aware of any changes to the building that affect the protection afforded by the system. We recommend regular updates over the course of the year.

Periodic inspection and servicing needs to be carried out by a competent person with specialist knowledge of your Loxone Automation system due to the fact it is customized to your needs. They need to have knowledge of the system to deduce potential causes of false alarms etc. Sufficient information regarding the system can be found in your O&M manual.

Should we require any specialist tools or plant such as towers or mobile platforms we assume that these will be made available to us free of any charges and in line with our program of works.

We will require admin privileges, to enable our engineer to carry out maintenance of the Loxone system. If this has been put into your care solely, we will require temporary access for the duration of our works.

Should these not be available, our engineer will be limited in finding any potential problems during our

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visit. Should this situation occur due to loss of password etc, JSJ can only restore the system using the configuration file to regain admin rights, however the system can only be restored to the date of the configuration file given so any changes after this date would have to be reprogrammed.

If there are significant changes post the date of the file, JSJ reserve the right to charge the additional time required to bring the project up to date. For this reason we advise clients careful decide who they wish to maintain the administration rights of the system, and they must ensure that the party in question have an appropriate system for the logging of user names and passwords.

Pending on your system size, in order to carry out the service of the Loxone system to the relevant British Standards; we will on the first visit carry out a full test of the system with access to all areas. If your package includes multiple visits for any given year, for the further service visit we will require access to at least 50% of the premises until the anniversary of the contract, when we will again require full 100% access to all areas covered by the system.

The maintenance cost proposal is based on the control package (Bronze, Silver, Gold or Platinum) which are generally used to indicate the size of the system and hence the required support for the contract period. During the first service the quantity of devices will be confirmed and JSJ Smart Homes reserves the right to increase the after care costs to reflect the correct control package on site. JSJ also reserves the right to change the said price based on industry changes and/or the rate of inflation.

We assume that any difficult to locate devices are made known to us, such as devices contained within voids or rooms which are inaccessible during our visits. It is not always possible to inspect each floor or ceiling void, locked room or riser.

Form – System Documentation

JSJ will maintain a system logbook and this will be completed to reflect any defect logged and reported to the responsible person. In addition an Engineers report is also provided. The report will include a checklist of the major component parts of the system, which have been inspected, the overall condition of the system together with comments regarding any specific item, which may require further attention. A record will be made of the System Status on completion. A copy of this report will be sent to the persons responsible for the system upon request. Concerns with regards to the status of the system will be highlighted.

Emergency Callouts

We give priority to our contracted customers in the event of a support enquiry. Please ensure that if you call, you first send an email to support@jsjelec.com, this helps us effectively filter whom to give priority to. With this in mind, please issue us [with a list of verified emails](#), to which we'd give priority.

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Periodic Inspection of the System

Loxone servicing can be undertaken in a number of ways, remotely and/or physical visits, depending on the nature of the project.

1. Documentation – Each Visit
 - a. Current and Historic faults will be assessed prior to service commencing.
2. Control Equipment – Each Visit
 - a. Check the internal area of the control panels
 - b. Check operation of all control switches
3. Software update & New Releases
 - a. Check the Miniserver is running on the latest stable firmware version
4. Subscription check
 - a. Check any required subscriptions are up to date
5. Miniserver Check
 - a. Check memory and SD card is healthy
6. Extension Check
 - a. Check all extensions are online
7. Configuration Check
 - a. Check configuration is up to date to the latest Loxone standards, any obsolete function blocks updated accordingly.
 - b. Diagnostics
 - c. JSJ notified of any system warnings automatically, e.g battery levels, potential heating issues.
8. Audio & Visual Check
 - a. Check all software is up to date and system is fully functional
9. Alarm Devices
 - a. Check Sounders or Bells will be activated
 - b. Check alarm is functional and all parameters are approximately checked
10. Motorised Appliances
 - a. Check all motors are operational
11. Wireless Devices
 - a. Check communications link
 - b. Check battery status
12. On each visit JSJ Smart Homes will ensure, by means of visual checks that devices are secure, undamaged and that operational devices are free from obstructions and thus excessive heat. JSJ will also check that the main user is fully aware of how to use the system and also conscious of any new releases.

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Corrective actions

Any minor repairs that may be found necessary are carried out during the service visit, provided circumstances permit.

A quotation will be forwarded for any repairs or modifications to the system, which are required. Items such as batteries for wireless devices will need to be provided but will/can be changed by the Engineer on site. A remote pre-diagnostics check will be carried before the site visit in preparation. This is of course for projects where we maintain administration rights or have been given such privileges prior to our site visit. The responsible person will be sent any necessary details before the visit.

Systems that are fully non-operational for control aspects critical to the day operation are subject to an "Emergency Call Out" in which a JSJ Engineer will be with you within 4hrs. This is of course dependant on the after care package that you have.

Non-routine attention

- ✓ JSJ at present do not offer a 24hr call out process and as such calls and time lines will be dealt with according to normal working hours of 9am – 5pm, Monday to Friday. Gold packages will be able to call outside office hours: 8am - 10pm Monday to Sunday.
- ✓ At JSJ Smart Homes, we normally respond within 4 hours of the support ticket. Please be sure to email support@jsjelec.com for the optimum response time, as your email will be automatically validated. Contact to member of staff's direct telephone may not be picked up in time and hence may be subject to delays outside of this agreement.

General Terms and Conditions

We allow for all tools plant and equipment to gain safe working access up to 4 Meters. Should we require any specialist tools or plant such as towers or mobile platforms we assume that these will be made available to us free of any charges and in line with our program.

Unless specified our quotations are based on all work being carried out on a continuous basis during normal working hours. Any work required to be carried out, outside normal weekday hours or during weekends will be charged at overtime rates (1.5 times our normal rates).

No allowance has been made for waiting time, which may result due to circumstances outside our control.

We have allowed for the works to be completed as a single task in a continuous unbroken period, we have not allowed for secondary visits to site at a later stage or phased works unless indicated elsewhere.

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All areas of the site should be readily accessible to allow continuous and uninterrupted working. We will require any areas with restricted access such as secure rooms or locked doors to be opened and available to an agreed programme. Any delays caused by third parties preventing this access will be chargeable as extra to the contract.

Information contained within this document is given in good faith based upon the evidence available at the time of the proposal. Should further inspection of the premises indicate additional equipment is required to be serviced, we will advise you of any additional costs.

Our support packages are based entirely on the after care proposal shown above and the devices installed on the date this contract is signed. Any items over and above are to be made known to JSJ as soon as possible.

Maintenance Proposals

Maintenance carried out by JSJ Smart Homes Ltd on the system will be in accordance with the relevant British Standards, but excludes any necessary work required if the system at the time of our introduction does not comply with these standards for any reason. However, through our own procedures we will identify any non-conformances and advise you of the costs involved to rectify these at that time.

Removal of Obsolete Equipment and Cabling

We have not unless specifically mentioned allowed for the removal or disposal of any obsolete equipment, following our installation. We will on completion of the project provide you with costs to remove the equipment, or to label the equipment as non-operational in order that you can arrange for it to be removed.

No allowance has been made for building or redecorating works, i.e. chasing drilling through floors or walls, trenching, making good, repainting etc.

Site Facilities

The Customer will ensure that the Contractor has free and unimpeded access to the place in which the services are to take place and that the Customer will do all things to ensure that the Contractor is not delayed by matters within the control of the Customer.

We will require that we are made aware of all site conditions that are considered hazardous or are likely to be a risk to our operatives during the course of their employment at the premises.

We require that our operatives will have made available to them the use of the site facilities including Water and Electricity, together with space to leave equipment and tools where appropriate and the free use of Washrooms and suchlike.

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Payment Terms

For installations, our prices are based on interim invoicing or on completion of the project as applicable, and payment is normally due within 15 days from the invoice date.

For maintenance, our invoicing terms are on annual invoicing or on the anniversary of the contract, and is normally payable within 15 days from the date of invoice. The aforementioned price is usually priced excluding VAT and is valid for acceptance for 90 days from the date of the quotation, and is subject to JSJ Smart Homes Ltd Standard Terms and Conditions. JSJ reserve the right to review the after care package provided annually to ensure it is in keeping with the customers requirements.

Guarantee

Supplied equipment is guaranteed against the employment of defective materials and or poor workmanship for a period of twelve months from the date of installation. This is exclusive of any maintenance that may be required during this period. If there have been changes to the system that are unknown, this may in turn delay the said works and potentially give room for additional charges. Please ensure the information given is correct to the best of your ability.

Ownership

All equipment and cables supplied and installed remain solely the property of JSJ Smart Homes Ltd, until total payment for the project is received in full. Payment is due within 15 days from the invoice date. Any required "Certificates" will only be supplied when the total for the project is received in full.

Non Subscribers

Please note that non-subscribers will be subject to JSJ's availability irrespective of the issue at hand and leads time of up to 1 month are common.

Payments

Payments can be made via monthly direct debits or via recurring invoices.

Right to Cancel

1. The Customer has the right to cancel the Contract within 14 days without giving any reason. However, the Customer's right of cancellation does not exist for personalized items or items made to the Customer's specification.
2. The cancellation period for the Contract (being a "maintenance contract") will expire after 14 days from the day on which the Customer acquires, or a third party other than the carrier and indicated by the Customer acquires, physical possession of the Goods; or (ii) in the case of a Contract relating to multiple Goods ordered by the Customer in one order and delivered separately, after 14 days from the day on which the Customer acquires, or a third party other

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than the carrier and indicated by the Customer acquires, physical possession of the last of the Goods.

3. To exercise the right of cancellation, the Customer must inform us (JSJ Smart Homes Ltd of Suite 411 Kemp House, 152 – 160 City Road, London EC1V 2NX – Tel: 0203 283 8485 Email: info@jsjelec.com) of the Customer's decision to cancel this Contract by a clear statement (e.g. a letter sent by post, fax or email).
4. The Customer may use the model cancellation form attached to these Terms and Conditions but it is not obligatory.
5. To meet the cancellation deadline, it is sufficient for the Customer to send the communication concerning the exercise of the right to cancel before the cancellation period has expired.

Effects of Statutory Cancellation

6. If the Customer cancels the Contract, the Contractor will reimburse to the Customer all payments received from the Customer, including the cost of delivery (except for supplementary costs arising if the Customer chose a type of delivery other than the least expensive type of standard delivery offered by the Contractor).
7. The Contractor will make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling from the Customer.
8. The Contractor will make the reimbursement without undue delay and no later than (a) 14 days after the day the Contractor receives back from the Customer any Goods supplied, (b) (if earlier) 14 days after the day the Customer provides evidence that the Customer has returned the Goods, or (c) if there was no Goods supplied, 14 days after the day on which the Contractor is informed about the Customer's decision to cancel the Contract.
9. The Contractor will make the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of the reimbursement.
10. The Contractor will collect the Goods or will bear the cost of returning the Goods. The Customer is only liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.

Supply of Services in the cancellation period

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11. The Customer is entitled to request that Services commence before the end of the cancellation period (and without that request the Services must not commence within the cancellation period).
12. The Contractor may charge and/or make a deduction of a reasonable amount calculated under regulation 36 of the 2013 Regulations where Services commenced within the cancellation period at the written request of the Customer.

If you cancel after 14 days

Subject to the terms in your after care, if you pay monthly your cover will continue to the end of the period your last payment is for. If you pay in any other way, including yearly, your cover will continue to the end of the month in which you tell us and we'll refund you the remaining amount inline with the respective terms. Cancelling your Standing Order through your bank doesn't mean that you've cancelled your agreement with us. If you stop your payments without telling us, we'll try writing to you to collect the money you owe. If we don't hear from you and you don't pay, we'll cancel your agreement.

Jurisdiction

1. It is agreed by the Parties that these Terms and Conditions will be construed in accordance with the Law of England and Wales and each Party covenants that it submits to the jurisdiction of the Courts of the United Kingdom for the resolution of any dispute under the Agreement.
2. Should the customer require works to be carried out abroad whilst paying any monies due to the Contractor in UK Sterling (UK British Pound), then these Terms and Conditions still apply in accordance with British Law unless explicitly stated otherwise in written documents provided by the Contractor.

Force Majeure

3. Neither the Contractor nor the Customer shall be held liable for any breach of these terms where the breach arises from an act of God, war, natural disaster, terrorism or any other event beyond the reasonable control of either party.

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Your Responsibilities

Changing your address

If you move to a new home, you need to tell us as soon as possible.

Keeping us up to date

It's your responsibility to keep us informed of any changes to your contact details including telephone number, address or email. If you change any products or appliance that's covered by us, you need to inform us at your earliest convenience, so we can check that we can cover it under the same package already in place. Further addition or omissions may increase or decrease you payments respectively.

Changing your Internet Service Provider or Router

If you make any changes to Internet Service Provider or router, you will need to let us know before you make the change as this is integral to our ability to support you remotely.

Signatures

By the commencement of your direct debit agreement with JSJ Smart Homes Ltd, you are agreeing to the after care package contract. Should you wish to sign the contract for your records you can do so below.

Signed for and on behalf of
[Contractor]

Authorised Signatory

Date

Signed for and on behalf of
[Customer]

Authorised Signatory

Date

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Model Cancellation Form

Model Cancellation Form

(If you want to cancel the Contract, please fill out this form and send it back to the postal or email address stated below)

To: JSJ Smart Homes Ltd of Suite 411 Kemp House, 152 – 160 City Road, London EC1V 2NX – Tel: 0203 283 8485 Email: (info@jsjelec.com)

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods:

Ordered on[*] /received on[*]:

Name of customer(s):

Address of customer(s):

Signature of customer(s) (only if the form is notified on paper):

Date:

[*] delete as appropriate

Customer(s) Name & Address: -----

Contract No. (if any): -----

Contract Date: -----

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