

RESIDENTIAL SMART HOME AND AV INTEGRATION SERVICES

Terms and Conditions

These Terms and Conditions (“Terms”) apply to all residential services, equipment supply, installation works, system programming, commissioning, and ongoing support provided by Homeplay Ltd (“we,” “us,” or “our”) to the homeowner, occupier, or their appointed representative (“you” or “Client”).

By accepting a quotation, paying a deposit, or permitting works to commence, you agree to these Terms in full.

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1 Scope of Works

The scope of works is limited to those items expressly detailed in our written quotation or proposal.

Any work, equipment, programming, configuration, or materials not specifically included are excluded and may be subject to additional charges if requested.

Where we provide design recommendations, these are advisory and based on the information available at the time. Final design decisions remain the responsibility of the Client, and any changes arising from design modifications after quotation acceptance may incur additional costs.

2 Pricing and VAT

- All prices are quoted in Pounds Sterling (£).
- VAT will be charged at the prevailing rate unless otherwise stated.
- Quotations are valid for 30 days from the date of issue unless stated otherwise.

Deposit requirements, payment staging, and VAT treatment are detailed in the quotation or proposal accompanying these Terms.

Prices may be adjusted due to changes in scope, site conditions, or manufacturer pricing beyond our control. Where a price adjustment is necessary, we will notify you in writing before proceeding.

3 Payment Terms

- Deposit and interim payment requirements are set out in the quotation or project schedule.
- Final payment is due upon practical completion of the installation.
- All invoices are payable within 14 days of the invoice date unless otherwise agreed in writing.
- Late payments may incur interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, where applicable.

We reserve the right to suspend works for non-payment. Where works are suspended, any costs associated with remobilisation shall be borne by the Client.

4 Ownership of Equipment

All equipment supplied remains the property of Homeplay Ltd until paid for in full (retention of title).

We reserve the right to recover unpaid equipment if payment terms are breached, following reasonable written notice.

5 Site Access, Readiness, and Programme of Works

The Client agrees to:

- Provide safe and unrestricted access to all relevant areas of the property during agreed working hours.
- Ensure the property is ready for installation, including mains power availability, internet connectivity, completed building or decorating works in the relevant areas, and clear access routes.
- Notify us in advance of any known hazards, restrictions, access codes, alarm systems, or animals at the property.
- Ensure that other trades working on site are coordinated so as not to impede our works.

5.1 Efficient Programme of Works

Our quotations are based on the assumption that we can carry out the installation in an efficient and continuous programme of works, with all relevant areas of the property accessible and ready at the appropriate stage.

If site conditions, incomplete building works, or the actions of other contractors mean that we are unable to work continuously and are instead required to attend site on a piecemeal basis, for example completing one room at a time, or returning repeatedly because areas are not yet ready, this will result in significant additional time and cost. Each additional mobilisation requires travel, re-familiarisation, and the associated logistical overhead.

Where our programme of works is materially disrupted in this manner, we reserve the right to charge for the additional time, travel, and resources incurred, and to revise the project completion date accordingly. We will notify the Client as early as possible when it becomes apparent that the planned programme cannot be maintained.

5.2 Working Hours

Our standard working hours are 08:00 to 16:00, Monday to Friday, excluding bank holidays.

If the Client requires work to be carried out outside of these hours, including evenings, weekends, or bank holidays, this may incur additional charges at our prevailing out-of-hours rates.

Similarly, where site access is restricted during our standard hours (for example, if the Client requires a later start time), this may reduce the productive working time available each day and result in additional attendance days and associated costs. We will discuss any such constraints at the outset and agree a practical arrangement, but reserve the right to adjust pricing where the restriction materially affects efficiency.

5.3 Dangerous Animals and Hazardous Site Conditions

The Client must inform us in advance of any animals at the property, particularly dogs or other animals that may pose a risk to our engineers. Where animals are present, the Client must ensure they are securely contained or removed from the working areas for the duration of each visit.

Our engineers have the right to leave site immediately and without liability if they feel their safety is at risk due to the presence of dangerous or aggressive animals, or due to any other hazardous site condition that has not been disclosed or adequately mitigated. This includes, but is not limited to, unsafe structural conditions, exposure to hazardous substances, unguarded heights, or any environment that our engineers reasonably consider to present a risk of injury.

Where our engineers leave site due to unsafe conditions or dangerous animals, the Client will be liable for the full cost of the aborted visit, including travel time and any wasted labour. We will not return to site until the Client has confirmed in writing that the hazard has been resolved to our satisfaction.

Repeated failure to provide a safe working environment may be treated as a material breach of these Terms.

5.4 Access to Rooms and Working Areas

Our engineers require access to all rooms and areas relevant to the day's planned works. The Client must ensure that these areas are vacated, unlocked, and available from the agreed start time.

Where access to a room or area is restricted on the day, for example because it is occupied by a family member, locked, or otherwise unavailable, our engineers may be unable to carry out the planned works efficiently. We cannot reasonably be expected to work around occupied rooms or wait for areas to become available during the working day.

If restricted access to any area results in our engineers being unable to work productively, being delayed, or needing to return on a subsequent day to complete work that could otherwise have been done in a single visit, the Client will be liable for the additional time and any return visit costs incurred.

We recommend that the Client makes all members of the household aware of the scheduled works and ensures that all relevant rooms are accessible for the full duration of each planned visit.

6 Client Responsibilities

- The Client is responsible for broadband service, mobile signal, and electrical supply to the property.
- We are not responsible for failures caused by third-party providers, ISP outages, utility failures, or client-owned equipment not supplied by us.
- The Client is responsible for maintaining adequate home insurance covering all installed equipment against theft, fire, flood, and accidental damage.
- The Client must not permit unauthorised persons to alter, modify, or interfere with installed systems. Doing so may void workmanship warranties.

7 Changes and Variations

Any changes to the agreed scope must be confirmed in writing (including email) and may affect costs and completion dates. Verbal instructions are not binding.

Where a variation is requested, we will provide a written variation order or revised quotation for approval before proceeding. Works shall not be delayed pending approval of a variation unless the variation materially affects our ability to continue.

8 Subcontractors

Where the project requires specialist skills or trades beyond our core scope, such as decorators, electricians, acoustic consultants, cabinet makers, or other specialists, we may engage subcontractors on the Client's behalf.

All subcontractor costs will be passed through to the Client at the subcontractor's price plus a 25% management charge. This charge reflects the time and resource involved in sourcing, coordinating, and managing subcontractors on the Client's behalf, including scheduling their attendance on site, liaising on technical requirements, handling queries and issues, quality-checking their work, and ensuring it integrates correctly with our systems.

Where we engage subcontractors, we will obtain and present their quotations to the Client for approval before instructing the work. The Client remains liable for the full cost (including the 25% management charge) once the subcontractor has been instructed.

Subcontractors engaged by us are covered by their own terms, warranties, and insurance. We will take reasonable care in selecting competent subcontractors, but we do not warrant or guarantee their work beyond our own quality checks at the point of integration with our systems.

9 System Programming and Configuration

System programming included in the project price covers the functionality outlined during the design phase, as detailed in the quotation or accompanying design documentation.

We also include a reasonable allowance for customisation and refinement during the commissioning and handover period. This allows for adjustments such as fine-tuning lighting scenes, adjusting AV presets, and configuring user preferences to a level that we consider proportionate to the scope of the project.

This programming allowance is finite. Once the system has been commissioned, handed over, and the Client has had a reasonable period to settle in, further programming changes, additions, or refinements are considered additional work and will be quoted for separately.

For the avoidance of doubt, ongoing requests to modify programming, whether to add new scenes, reconfigure control interfaces, or adapt the system to changes in the Client's requirements, are not included in the original project price and will be charged at our prevailing rates.

10 Warranties

10.1 Equipment Warranty

- Equipment is covered by the manufacturer's warranty only.
 - Warranty claims are subject to manufacturer terms and turnaround times.
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- We will assist in processing warranty claims where reasonably possible, but response times are outside our control.

10.2 Installation Warranty

- We warrant our workmanship for 24 months from the date of practical completion.
- This warranty does not cover faults caused by misuse, accidental damage, power surges, lightning strikes, software updates applied by third parties, or interference by unauthorised persons.
- The warranty is non-transferable and applies only to the original Client at the original installation address.

10.3 Exclusions

Warranties do not cover consumable items such as batteries, lamps, or bulbs. Normal wear and tear is excluded. Equipment that has been relocated, modified, or connected to systems not installed by us is excluded from all warranty cover.

11 Software, Apps, and Cloud Services

Smart home and AV systems frequently rely on third-party software, apps, and cloud services. We do not guarantee:

- Continued availability of third-party services or platforms.
- Future compatibility following manufacturer firmware or software updates.
- That features, user interfaces, or functionality will remain unchanged over time.
- The security or privacy practices of third-party service providers.

Where a manufacturer update causes a loss of functionality, remediation may be chargeable unless covered by a separate support agreement.

12 Ongoing Support

Ongoing maintenance or support is not included in the project price unless covered by a separate Homeplay Aftercare agreement.

Call-outs, remote support sessions, reprogramming, and after-hours visits are chargeable at our prevailing rates. Out-of-hours support (evenings, weekends, and bank holidays) is charged at enhanced rates as published on our current rate card.

Homeplay Aftercare memberships are available separately and provide ongoing remote and on-site support. Details and terms are set out in the relevant Aftercare agreement.

13 AV and Acoustic Considerations

Where we design, supply, or install audiovisual systems including cinema rooms, media rooms, or distributed audio:

- Acoustic performance is influenced by room dimensions, construction materials, furnishings, and other factors outside our control. We do not guarantee specific acoustic results unless a formal acoustic design has been commissioned and its recommendations fully implemented.
- Screen and projector performance may be affected by ambient light conditions. It is the Client's responsibility to ensure adequate light control unless included in our scope.
- Speaker, subwoofer, and amplifier placement recommendations are based on best practice and manufacturer guidelines. Deviation from recommended placements may affect performance.

- Calibration of AV systems is included only where expressly stated in the quotation. Recalibration following room changes, furniture rearrangement, or equipment additions may be chargeable.
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14 Structured Cabling and Infrastructure

Where structured cabling is installed as part of the works:

- All cabling installed by Homeplay is tested and certified to the relevant standard at the time of installation.
 - We are not responsible for damage to cabling caused by other trades, building works, or modifications carried out after our installation.
 - Cable routes, containment, and access points must be agreed with the Client or their building contractor before first fix commences. Changes to agreed routes after installation may incur additional costs.
 - Where we are asked to re-use existing cabling installed by others, we accept no responsibility for its performance or condition.
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15 Network and Connectivity

Many smart home and AV systems depend on a reliable local network and internet connection. Where we supply and install networking equipment:

- We will configure the network to support the systems we install. We are not responsible for general IT support, personal device connectivity, or home office networking unless included in the scope.
 - Network performance is subject to the Client's broadband service, building construction, and interference from neighbouring networks or devices.
 - Changes to the network configuration by the Client, their ISP, or any third party may affect system performance. Remediation of such issues is chargeable.
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16 ULEZ, Congestion Charges, and Parking

The Client agrees that any reasonable costs incurred by the Company in attending the property, including but not limited to ULEZ charges, Congestion Charge, Clean Air Zone charges, parking fees, permits, and parking fines incurred due to a lack of suitable parking arrangements, shall be payable by the Client and may be added to the final invoice or billed separately.

Where possible, Clients are encouraged to provide on-site parking, visitor permits, or advance notice of local restrictions.

17 Overseas and International Projects

Where the project is located outside the United Kingdom, the following additional terms apply.

17.1 Travel Costs

All travel costs shall be charged to the Client at cost price plus a 15% administration charge. Travel costs include but are not limited to:

- a. Return flights (economy class unless otherwise agreed) for all required personnel.
 - b. Airport transfers and local transport.
 - c. Accommodation for all required personnel for the duration of the works plus reasonable travel days.
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- d. Per diem allowances for food and incidental expenses at a rate agreed prior to the trip.
- e. Visa fees, travel insurance, and any mandatory health requirements.
- f. Excess baggage charges for tools and equipment.

17.2 Itemised Billing

All travel and subsistence costs will be presented on an itemised basis with supporting receipts where available. The 15% administration charge covers the time and overhead associated with booking, coordination, and expense management.

17.3 Equipment Shipping and Logistics

Where equipment is required at an overseas project location, shipping will be quoted for in advance and is chargeable to the Client. Equipment will typically be shipped to our UK premises for inspection, configuration, and pre-programming before onward dispatch to the project location.

All costs associated with onward shipping from the UK to the project site, including freight, packaging, insurance, customs clearance, and import duties, are the responsibility of the Client and will be charged at cost plus the 15% administration charge.

Risk in equipment passes to the Client upon dispatch from our UK premises. We are not liable for delays caused by customs clearance, import restrictions, or carrier issues. The Client is responsible for ensuring that all necessary import licences and permits are in place.

17.4 Local Taxes and Duties

Any local taxes, import duties, customs charges, or regulatory fees applicable to the supply of equipment or services in the project country are the responsibility of the Client. Where we are required to register for local tax purposes or engage local agents, associated costs will be passed through at cost plus the 15% administration charge.

17.5 Cancellation of Travel

Where travel has been booked and the Client cancels or postpones, the Client is liable for any non-recoverable costs plus the 15% administration charge. We will make reasonable efforts to recover or reassign bookings where possible.

17.6 Working Hours and Conditions

Standard UK working hours apply to overseas projects unless otherwise agreed. Where local conditions require adjusted working patterns, these will be agreed in advance and may affect project timelines and costs.

17.7 Jurisdiction

Overseas projects remain governed by the laws of England and Wales unless an alternative governing law is expressly agreed in writing.

18 Limitation of Liability

To the fullest extent permitted by law:

- We shall not be liable for indirect or consequential loss, including loss of enjoyment, loss of revenue, or business interruption.
- Our total aggregate liability in connection with any project shall not exceed the total value of the services and equipment provided under that project.
- We are not responsible for loss of data, cyber incidents, or security breaches unless caused by our proven negligence.

- We are not liable for damage to existing property, decorations, or finishes where such damage is an unavoidable consequence of the installation works and has been communicated to the Client in advance.

Nothing in these Terms limits liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

19 Force Majeure

We shall not be liable for delays or failure to perform caused by circumstances beyond our reasonable control, including supply chain disruption, component shortages, labour shortages, adverse weather, pandemic, government restrictions, or acts of God.

Where a force majeure event causes delay, we will notify the Client as soon as reasonably practicable and use reasonable endeavours to mitigate the impact.

20 Termination

If the Client cancels after equipment has been ordered or work has commenced, the Client remains liable for:

- All work completed to date at the agreed rates.
- Special-order, bespoke, or non-returnable equipment.
- Restocking or cancellation fees imposed by manufacturers or distributors.
- Any non-recoverable travel, accommodation, or shipping costs for overseas projects.

The Company may terminate the contract by giving 14 days' written notice if the Client is in material breach of these Terms, including persistent non-payment or failure to provide site access.

21 Intellectual Property

All system designs, drawings, programming files, processor code, lighting scenes, AV presets, and configurations created by the Company remain our intellectual property unless otherwise agreed in writing.

The Client is granted a non-exclusive licence to use the programming and configuration installed in their property for the normal operation of their systems. This licence does not extend to copying, reverse engineering, or distribution of our work to third parties.

22 Confidentiality and Photography

Both parties agree to treat as confidential any commercially sensitive information disclosed during the course of the project, including pricing, system designs, security configurations, and property details.

We recognise that many of our clients require strict privacy and confidentiality, and we frequently operate under non-disclosure agreements. Unless expressly agreed otherwise in writing, Homeplay will not photograph or film any part of the Client's property.

All Homeplay engineers are trained not to take photographs of the property or its contents under any circumstances, unless it is necessary for a specific project-related purpose, for example to relay technical information back to the office, to document a fault, or to record the condition of an area before or after works. Any such photographs are taken solely for internal use and are not shared externally.

Where the Client is willing to permit photography for portfolio or marketing purposes, this must be agreed in writing in advance. No personal or identifying details will be disclosed without prior written consent.

23 Data Protection

We process personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Personal information collected during the course of a project will be used solely for the purpose of delivering and supporting the contracted works and will not be shared with third parties except where necessary to fulfil the contract.

24 Health and Safety

Homeplay operates in accordance with the Health and Safety at Work etc. Act 1974 and all relevant regulations. Our engineers hold appropriate qualifications and certifications for the works undertaken.

The Client must inform us of any asbestos surveys, structural concerns, or other health and safety risks present at the property before works commence.

25 Dispute Resolution

In the event of a dispute, both parties agree to attempt to resolve the matter through good faith negotiation in the first instance.

If a resolution cannot be reached, either party may refer the matter to mediation through CEDR (Centre for Effective Dispute Resolution) or a mutually agreed alternative before commencing legal proceedings.

26 Governing Law

These Terms are governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction, except where an alternative jurisdiction has been expressly agreed in writing for overseas projects.

27 Acceptance

Acceptance of a quotation, payment of a deposit, or commencement of works confirms acceptance of these Terms in full. The Client acknowledges that they have had the opportunity to read and understand these Terms before acceptance.

Homeplay Ltd

117 Windmill Road, Sunbury-on-Thames, TW16 7EF

+44 1932 781 327 · hello@homeplay.tv · www.homeplay.tv

Company registration 05670760 · VAT registration GB879284266