



## **Terms of Business Page 1 of 3**

It is our policy to keep the small print to an absolute minimum. We know from personal experience that teachers' time is already over-burdened but please do read them carefully as we have given you our best possible price, based upon these conditions **and extra costs arising from problems that were not specifically included in the quotation will be chargeable as an addition to the prices shown on the quotation. (Examples of common problems are mentioned below)**. Following experience of the payment practices of some local authorities, the other terms have been introduced to protect both ourselves and our other customers.

### **Acceptance of terms**

By the placement of an order, by whatever means, the Buyer will be deemed to have acknowledged and accepted these terms and conditions and will be bound by them. Comproom Limited will not accept any purported variation to these terms and conditions (including any terms and conditions on the Buyer's order forms) except by prior written agreement with a Director of Comproom Limited. Should a Director choose to waive any term under any circumstances, all remaining terms remain in force.

### **Access to the room / Security**

**Access times:** - To provide you with a cost effective and efficient installation, we have priced on the basis that we can schedule our work flexibly within the period 6:30 a.m. - 7:30 p.m. (Monday to Friday) to allow us to adjust our working time to avoid travelling long distances in peak rush hour traffic or to suit local accommodation requirements etc. This also allows us to do as much of the noisiest work as possible outside teaching times. An example of our working hours might be 6:45 a.m.- 6:45 p.m., Monday to Thursday (or Tuesday to Friday) on site and we have priced the work so that we can typically carry out five days work in four days, both to minimise the time we spend in jams and so that you benefit from around 20% lower travel costs.

**Cost of waiting time:** - Please note that within the hours above, we have not included an allowance for time spent waiting for access to either the site or particular buildings or particular rooms, which will be invoiced as an addition to quoted prices. To minimise this, please ensure that keys are available (or that all necessary doors are unlocked) for our arrival time on site which, by the nature of British roads, is inevitably subject to some uncertainty.

**Keys:** - A computer room needs security and our working area would not be safe for pupils to enter. Both for security and for health and safety, it is essential that we are lent a key to the room(s) in which we are working to secure our tools and materials during the period of the installation. We can normally provide a temporary lock change (lending one key to your site manager) or fit a codekey lock, as a chargeable extra if there is no lock or no spare keys are available. If this is of interest, please advise us in advance.

**Through routes:** If the room is normally used as a through route to other parts of the site, please note that for Health & Safety reasons, alternative routes should be arranged for the duration of the work.

### **Availability**

All products and materials are offered for sale subject to availability from our suppliers.

### **Changes**

Our experience is that changes to your building structure or furnishing often affect access costs or cabling routes etc. resulting in increased costs in terms of materials and/or labour. Please advise us of any proposed changes in or around the areas that we will be working in, or the access to them, following the quotation visit. Increased costs which have not specifically been discussed and agreed in advance will be invoiced as an addition to quoted prices.

### **Computer Safes**

If we are fitting our Legsafes®, we do need one of your computers to be available from the first week of the installation to allow us to fit the shelf at the correct height. If you change computers in the future, the shelf will need to be re-fitted. As with any security installation, this requires some dismantling and re-assembly which we are happy to quote for, or to hire out as a kit for so that your own staff can undertake this task.

Our Legsafe® units are designed to protect your computers, internal electronics including memory chips, and wiring from typical levels of risk of easy access allowing theft and/or damage. By storing the computer under the bench, they also allow a clearer working area and easier view across the room for teachers / tutors. However, it is impossible to protect against all risk of theft / vandalism without inhibiting ventilation and/or incurring excessive cost.



Registered in England N° 3890700 at:  
VAT Registered N° 749-7183-84  
Web site: [www.comproom.ltd.uk](http://www.comproom.ltd.uk)

17 Bexley Lane, Sidcup, Kent DA14 4JW  
☎ 020-8302-1465 Mobile: 07813-211630  
E-mail: [tim.peters@comproom.ltd.uk](mailto:tim.peters@comproom.ltd.uk)



## **Data**

We install data cabling and connect network electronics with great care, to minimise risk of disruption to computer networks, and all such work is covered by our warranty. However, as is normal within the industry, we regret that we can accept no liability arising from any loss of data during or subsequent to our work on the school's computer networks and/or mains electrical installation.

It is always prudent to ensure that all back-ups are up-to-date before any work is commissioned on any computer or network or mains wiring. Due to the need for disconnection of networks and for power shutdowns during work on mains installations, it is also important to ensure that other colleagues are informed about the likelihood for periods of interruption to the school's mains power and the school's curriculum or administrative networks.

## **Dates: - Start and Completion**

We try to give information on start and completion dates and to work to them as closely as practicable. However, as all our work is on custom installations, they are by nature unpredictable. Accordingly, you should be aware that a full installation may take over 4 weeks and that unforeseen circumstances on previous installations will affect your start date. Guaranteed start dates may be available but only at significant extra cost. In the event of unforeseeable difficulties ( e.g. ill-health, transport or supplier failures, limitations on access, lack of services on site ) we will work to complete the contract as soon as is reasonably practical.

## **Deliveries**

To us at the school site: By the nature of custom work, some materials may not be in stock in our workshop prior to commencing work on site. Accordingly, it is a condition of accepting any order that we may have tools and materials delivered to us at your address.

From us to your site: There are no additional delivery charges for any parts of a main computer room installation or for any optional accessories ordered with it. However, for separate orders e.g. Chairs, Headphones etc, delivery is chargeable.

## **Distance Selling Regulations**

If the customer is buying as a "consumer" as defined under the Consumer Protection (Distance Selling) Regulations 2000, the customer may, provided that the goods have not been manufactured or procured by Comproom Limited specifically for that customer, return the goods in the original condition and at the customer's own expense and packaged at least as well as when supplied and after obtaining a returns authorisation and for a period of up to seven working days. A credit will be issued within a further period of seven working days providing that all of these conditions have been met. However, as the vast majority of our turnover involves manufacture or procurement to order, customers are advised that they will normally not have any right to return any products or materials supplied by Comproom Limited under the Consumer Protection (Distance Selling) Regulations 2000.

## **Disturbance**

With our teaching experience, we always work to minimise disturbance to the school and our working practices normally prove very effective. However, it is important to note the following:

**Noise:** - Of necessity, our installations involve the use of power tools. If you have public examinations in the vicinity or other noise restrictions during period of the installation, please advise us in advance as periods of quiet working will affect the length and cost of the installation.

**Dust and Solvents:** - We always try to avoid dust and solvent smells getting out into the rest of the school wherever possible but some of our installation work results in dust and involves solvent-based adhesive products.

## **E & OE**

In common with many companies, all quotations and company literature is prepared on the basis that errors and omissions are excepted.

## **Other Contractors**

We have had unpleasant experience of working with some other contractors. As a result of delays / losses incurred, we regret that we must charge up to an additional £200 per day if you need other contractors to work in the same general area of the school during our installation work. If other work in the area of our installation is planned, **please** discuss it with us in advance to minimise this.

## **Parking**

As regular access to vehicles is necessary in work of this nature, a parking area for up to two vehicles is needed, on site and in the closest parking area to our installation work. Cost of moving tools and materials from greater distances will be invoiced as an addition to quoted prices.

## **Payment terms**

Benches/cabling work: - Our product is designed to minimise the cost of installation, and custom furnishing is by its nature built to fit just your room.. As a result, payment terms are required as follows : -

Stage 1	50% of total	Payable with order and before fabrication work can commence
Stage 2	50% of total	Invoiced on completion to specification

Products not involving custom manufacture: - Single stage payment invoiced on delivery

All invoices payable not later than 30 days from date of invoice. 2% interest charge per month or part of month thereafter. We understand and exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to these agreed credit terms.

# **Comproom Limited: Terms of Business      Page 3 of 3**

## **Power supply**

The contract assumes that there is sufficient mains electrical power capacity for powering the room and a clean Earth in a supply unit located as noted in the specification. Works to bring a supply from a greater distance will be invoiced as an addition to quoted prices.

## **Projector Bulbs**

While we always handle projectors extremely gently when the lamp is on/hot, we do need to move a projector with the lamp on in order to assess mounting position and also in order to align it. As we can have no knowledge of the previous use and handling of any projector, our installation pricing is based on any lamp damage being at the owner's risk.

## **Risk and Ownership of the Installation**

Risk of damage to or loss of goods ( products or materials supplied by Comproom Limited, including cost of any labour component ) passes to the Buyer at date of delivery to the site, with the sole exception of any caused by our own staff. However, the title to the goods and right to use the goods will not pass to the Buyer until payment in full of all sums invoiced and due from the Buyer to Comproom Limited has been made.

## **Services**

The contract is priced on the basis that normal services (mains power, heating and lighting, water, toilet facilities) will be available throughout the period of the installation. Delays through lack of facilities will be invoiced as an addition to quoted prices.

## **Training**

During training sessions on the use of software, it may be advantageous to involve staff in hands-on training on the software during the course. Provision of computers with the software loaded / batteries charged etc. in advance is the responsibility of the school.

## **V.A.T.**

V.A.T. at the current rate prevailing at the date of invoice is payable on all items on the contract.

## **Warranty / Suitability for purpose**

Our installations are warranted against defective materials and/or workmanship for a period of one year from date of invoice. While we design our products, provide our services and select our products / materials carefully to try to anticipate the needs of the intended environment, it is the responsibility of the customer to decide on suitability for the purpose of the order. Accordingly, Comproom Limited can accept no liability in respect of damage in an educational environment or for indirect or consequential losses arising from use of our products or services.

Manufacturers warranties are quoted in good faith and Comproom Limited will endeavour to transfer to the end user the benefit of any warranty or guarantee given by the Manufacturer of the goods.

## **Work on existing installations**

All our installation work is carried out with care, and with attention to safety and quality of workmanship. However, work on existing trunking / mini trunking installations carries the risk of plastic shattering due to having become brittle over the years since the original installation, and installations which used cheaper materials are unfortunately more susceptible to such problems. To avoid us having to increase all our costs with a contingency for this, we feel it is fairer to charge for replacement of such items on the occasions when a replacement is necessary. Accordingly, the customer accepting responsibility for such costs is a condition of our accepting requests to work on existing installations.