

# **Terms & Conditions**

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## DEFINITIONS

'**Black Steel Doors, Company, us, we, our**' means a Black Steel Doors Ltd, a company registered in England and Wales with company number 11391912, whose registered address is 9 Milton Road, Sutton, SM1 2QR, United Kingdom.

'**Customer, you**' means any person, firm, company who has agreed to purchase products and/or installation services and whose name and address appears on the purchase order.

'**Lead time**' means a period of time that starts from signing approval of final drawings and cleared receipt of deposit till the time when the contracted work is finalised and approved by the customer or the product is delivered, subject to an order.

'**Products**' means any goods, articles or materials supplied by us to you pursuant to these Terms & Conditions.

'**Installation Services**' means the survey, measuring, installation and any other services to be provided to you pursuant to these Terms & Conditions which shall be carried out by us and/or a third party installer appointed by us.

'**Price**' means the price for the Products and/or Installation service specified in the estimate. The Price is exclusive of VAT.

'**Survey**' means the survey conducted by a surveyor appointed by us.

'**Terms & Conditions**' means these terms and conditions, as amended from time to time.

## 1. APPLICATION OF THESE CONDITIONS

1.1 Acceptance of any quotation / contract as specified in para 1.2 shall be deemed as acceptance of these Terms & Conditions. You should read these Terms & Conditions carefully before accepting any quotation.

1.2 The Customer is deemed to have read and fully understood these Terms & Conditions which will apply to all (1) quotations and checklist completed after the Survey, (2) estimate and all other contracts for the sale of Products and/or Installation Services and (3) invoices raised by us. These Terms & Conditions will prevail over any terms or conditions proposed or stipulated by the Customer. No variation to these Terms & Conditions shall be permitted or effective unless acknowledged and agreed by us in writing, whether or not specified in any official order form (by post, by email or online via our website 'www.blacksteeldoors.co.uk') received from you or if the order is made during the telephone conversation with one of our representatives.

1.3 All orders for the Products and/or Installation Services shall be deemed to be an offer by the Black Steel Doors to purchase Products and/or Installation Services by you pursuant to these Terms & Conditions.

1.4 No order placed by you for the Products and/or Installation Services shall be deemed accepted by us until a written acknowledgement of order is issued by the Company. The written acknowledgment shall be issued also if the order has been made by the telephone or in person.

1.5 We reserve the right to change the Terms & Conditions under which our Products and/or Installation Services are provided. Any such change in Terms & Conditions will be effective to all new orders placed after the date of any such change.

1.6 If you have any questions about these Terms & Conditions., our Products, Installation Services or the Company, please email us at [info@blacksteeldoors.co.uk](mailto:info@blacksteeldoors.co.uk) or by phone on 020 8908 0006.

## 2. QUOTATIONS AND ORDERS

2.1 Quotations are calculated at the current rates and prices at the date of when they were produced. Any quotation offered by us is valid for a maximum of 30 days from the date of any such quotation.

**2.2** Clerical errors and omissions are subject to correction by us. All increases of any kind that occur after the creation date will be added to the balance of the quotation.

**2.3** It is your responsibility to ensure the accuracy of the description of the Products and/or Installation Services set out in your order and to inform us of any amendments required in writing to [info@blacksteeldoors.co.uk](mailto:info@blacksteeldoors.co.uk) **within 2 weeks' time**. This includes but is not limited to changes in the glass, powder coating colour or manufacture specifications. Any amendments may result in a change in the Price. If the order has been made during the telephone conversation with one of your representatives, the written acknowledgment shall be sent to you for the approval.

**2.4** We constantly strive to improve our products and services and therefore reserve the right to make minor technical changes to the Products and Installation Services which are deviations from the original specification for the improvement of our Products.

**2.5** If the supply of Products or Installation Services is interrupted or delayed by you we reserve the right to increase the Price to reflect any additional time our fitters are engaged in providing the Installation Services. Any such increase in the Price will be calculated at the rate of £250 per man, per day.

**2.6** If the supply of Products and Installation Services is interrupted or delayed by you for more than one calendar year after the order has been placed or the written acknowledgment approved if the order was made during the phone conversation with one of our representatives, for whatever reason, we reserve the right to update the Price in accordance with then prevailing price list.

**2.7** The Company retain the right to not proceed with an order. No reason need be given but Customer will be notified by email once the Black Steel Doors decided not to proceed with an order.

**2.8** Where the Quotation is based on the Customer's measurements, Black Steel Doors Ltd is not responsible for any wrong measurements given by the Customer. The goods are ordered and manufactured based only on the measurements provided by the Customer.

**2.9** The offer we submit is expected to be accepted or rejected as a whole, carrying out the agreed works for a Customer as a single continuous operation during normal working hours into prepared openings. If continuity cannot be provided for us, separate site visits will be charged at an additional cost.

**2.10** If we are unable to commence the installation of our materials due to reasons such as the supporting structure being unfinished, access equipment being insufficient/unsafe for our use, inadequate access onto/around the site etc, then a charge will be incurred based on a 2 man fixing team at £250 per man, per day.

**2.11** All estimations are subject to final survey, designs, specifications and structural calculations.

**2.12** Subject to paragraph 4.2 we reserve the right to re-price should any of the details or sizes change within an order. If an amendment is made to an order that has already been placed, or for an installation that has been surveyed and agreed, then the costs already incurred for these items will be charged accordingly.

### **3. SURVEY**

**3.1** If we decide to survey your property in order to do measuring to prepare accurate drawings before the production process, the Price of this will be included in the estimate . We will carry out the survey for the proposed work within 5 days of receiving written acceptance of the estimate, either via email or post, at a mutually agreeable time. We aim to complete the site survey within 5 working days of payment of first 50% invoice.

**3.2** Any Survey we carry out is not a full structural survey of your property and will relate only to the installation of the Products and to items which can be reasonably established from a non-destructive examination. The Price is calculated on the assumption that your property is structurally sound and that there are no factors that would make our performance of the estimate more difficult than might reasonably be anticipated at the time you signed it. If you are in any doubt about the condition of your property you are advised to obtain your own independent survey. We reserve the right to remove

render, plaster, architraves, beading and linings at time of survey in order to establish correct manufacturing dimensions. Any damage will be made good upon installation.

**3.3** If our surveyor reports technical problems that make the manufacture or satisfactory installation of the Products materially more difficult or more costly than we could reasonably have anticipated at the date of the estimate form we will inform you of such technical problems as soon as reasonably practicable following the Survey. In such circumstances we reserve the right to cancel the estimate or to increase the Price by giving you notice in writing to reflect our additional costs or additional work required. If we give you a notice increasing the Price you have the right to cancel the estimate within 14 days of receiving such notice.

**3.4** If you cancel the estimate in accordance with this clause 3.3 the Initial Order Deposit will be returned to you, less a deduction for the costs of any survey conducted which may be up to 5% of the Price or £500, whichever is the greater and we will have no further liability to you, nor you to us. If we cancel the estimate in accordance with clause 3.3, we will return the deposit as above to you in full.

**3.5** If any technical problems with your property are discovered at the time of installation of the Products which were not nor could reasonably have been found during our survey of your property, we reserve the right to increase the Price to cover any additional work required as a result by giving you notice in writing. Such notice will include an explanation of the need for the increase in the Price. If we give you notice increasing the Price under this clause 3.4 you have the right to cancel the estimate but you will be obliged to pay us for any Installation Services already performed and any Products that have already been installed or manufactured in readiness for installation pursuant to the estimate and you will be obliged to take delivery of those Products at your property. We will be entitled to retain the Initial Order Deposit and any interim payments by way of payment or part-payment as the case may be of any amount due from you to us.

**3.6** After the Survey you will be asked to sign the survey checklist to confirm that you agree with all measures, dimensions and work that has been performed during the Survey.

**3.7** If the order is cancelled after a Survey has been conducted this will incur a survey charge of £295 plus VAT.

#### **4. CANCELLATION OF THE ESTIMATE**

**4.1** You may cancel the estimate by giving us written notice no later than 14 days after the date on which it was concluded. If you cancel the estimate this way we will return your Initial Order Deposit to you (full refund).

**4.2** If you do not exercise your right to cancel under clause 4.1 above and therefore decide to cancel after 14 days period or if you decide to modify your order after 14 days we will charge you 50% of the amount as given on the first invoice issued with regards to your order.

**4.3** If the Products or Installation Services are sold or provided in phases, each phase shall be a separate contract and no cancellation or termination of any other contract relating to a phase shall entitle you to repudiate or cancel the estimate or any other contract relating to another phase.

#### **5. PRICE AND PAYMENT**

**5.1** The Price payable and the dates on which payments are due are shown on the estimate do not include the cost of any scaffolding necessary to provide the Installation Services. You will have to pay these costs in addition to the Price as set out in clause 6.7 below.

**5.2** Unless stated otherwise on the estimate, the Price takes into account any discount, rebate or offers. You will not be entitled to any reduction in Price if we make any promotional offers on Products and Installation Services after the date of the estimate.

**5.3** Unless expressly stated otherwise on the estimate payment of the balance of the Price is due prior to delivery and installation. If, with your agreement, the Products are installed in phases, payment for each phase is due on prior to completion of that phase.

**5.4** Any orders placed with us under £1000.00 (excluding VAT) are to be paid in full upon ordering.

5.5 Payment must be made by bank transfer.

5.6 We do not accept payments in cash.

5.7 If you fail to pay any sum owed to us under the estimate by the date it falls due then without limiting any other right or remedy available to us, we may:-

5.7.1 cancel the estimate or suspend any further deliveries of Products or the provision of Installation Services to you, but such cancellation or suspension shall not obviate your obligation to make payment under the Purchase Agreement, and

5.7.2 use any payment made by you for any Products or Installation Services supplied under any other contract between you and us either towards a payment due under the estimate or otherwise towards any other debt owed by you to us as we see fit, and

5.7.3 charge you interest on such outstanding sum from the due date for payment at the annual rate of 3% above the base lending rate of Barclays Bank plc, accruing on a daily basis until payment in full is made, whether before or after any judgement.

5.8 The payment will be calculated with accordance to the schedule as set below.

| Payment Description             | Amount Due              | Due when   |
|---------------------------------|-------------------------|--|
| Initial Order Deposit           | 50% of the agreed price | Acceptance of quote; Prior to site survey. Prior to procurement of materials and booking a position in manufacture queue |
| Second Payment<br>Final Payment | 50% of the agreed price | Prior to delivery/installation   |

The payment of the Price shall be due within 14 days of the date of the invoice with exception as stated in paragraph 5.12.

5.9 Production slot will be reserved upon receipt of cleared funds of Second Payment, after technical production drawings are approved.

5.10 Clerical errors and omissions are subject to correction. All increases of any kind that occur after the creation date will be added to the balance of the quotation.

5.11 Prices are subject to change if items are changed/removed from the order, or if a substantial time (1 month) has elapsed since the initial estimate has been sent. The customer shall be notified each time the price changed. The order is placed once the customer agreed for the new price.

5.12 The final invoice (Final Balance) will be due for payment before 10 working days before the installation. The payment of the final invoice as above needs to be paid in order to validate and receive the warranty. If the payment is not made in full, the Customer forfeits the right arising from the warranty entirely.

5.13 Construction Services Domestic Reverse Charge known as "Reverse VAT" or "Reverse Charge VAT". Due to the new Law that HMRC introduced on the 1<sup>st</sup> of March 2021, the Construction Services Domestic Reverse Charge is known as "Reverse VAT" or "Reverse Charge VAT". This is a new way of collecting VAT from businesses that provide construction services within the scope of the Construction Industry Scheme (CIS), in an attempt to ensure the Government is recovering the correct amount of VAT from the construction sector. As for the new implemented Law, Black Steel Doors Ltd is currently **not** registered under the Construction Industry Scheme (CIS) since our company **do not provide Construction Services**. In that respect we are unable to present a Reverse VAT also known as Reverse Charge VAT. There is an exception for the Installation and Building Services. Black Steel

Doors employ Sub Contractors who carry out Installation and Building works on our behalf. Under those circumstances, our Sub Contractor who are registered under the new **(CIS)** scheme and therefore are legally qualified and are able to offer our customers the **Reverse Charge VAT** for the **installation and building services only**.

## **6. DELIVERY OF GOODS AND PREPARATION FOR INSTALLATION**

**6.1** We will use all reasonable efforts to meet lead times and delivery dates we set out on the estimate but any such dates and times are estimates only and any delay shall not constitute grounds for termination or cancellation of the estimate or these Terms & Conditions unless the law provides otherwise. When delivery dates are estimated, we cannot accept any liability for delays resulting from the conduct of Third Parties such as our suppliers, labourers not employed by the Black Steel Doors and contractors. No liability for delays will be accepted or implied for occurrences or circumstances beyond our control (we refer you to the Clause 15).

**6.2** The Black Steel Doors shall arrange for carriage of the Products to the Customer's address. The Products shall be delivered to the Customer at the address specified by the Customer and shall be deemed to occur upon the Black Steel Doors notifying the Customer that the Products are ready for onward delivery.

**6.3** Our Products are made to measure specifically for your property and manufacture is timed in order to accommodate installation dates agreed with you in advance. If you postpone an agreed installation date less than 3 weeks before the -scheduled start of installation we reserve the right to charge you at the rate of £250 plus VAT per man per pay day resulting from this cancellation in the event that no other suitable work can be found for the fitters.

**6.4** If Installation Services take longer than anticipated than what is agreed with the Customer, then there will be no additional charges if the delay is our responsibility. However, if there are delays due to occurrences or circumstances caused by the site or situations we are not notified about ahead of time, then each additional on-site day will be charged at £250.00 per man, per day.

**6.5** We shall not be liable for any direct or consequential loss, costs, charges, expenses or damage resulting from a delay in the delivery of the Products in circumstances where there is no breach of a legal duty of care owed to you by us or by any of our employees or agents; or such loss or damage is not a reasonably foreseeable result of any such breach; or the loss or damage results from a breach by you of any term of the estimate.

**6.6** You agree to allow us access to your property to deliver the Products and provide the Installation Services as soon as practicable after you have been advised that the Products are ready. If you have not given us access to your property for this purpose within 30 days of being informed that the Products are ready for delivery, then (without affecting any other rights we may have) you must immediately pay the whole of the outstanding balance of the Price. We will be entitled to recover from you any reasonable losses, costs and expenses we incur as a result of your failure to take delivery of the Products including (without limitation) any costs of storage of the Products.

**6.7** You will be responsible at your own expense for the removal, replacement (and/or alteration if required) of any fixtures and fittings or other items that we require to be moved in order to install the Products and supply the Installation Services including but not limited to curtains, shutters, grills, blinds, pelmets, and soft furnishings, the lifting and refitting of carpets. In the event that you require us to do this for you prior to installation of the Products or supply of the Installation Services, we will use reasonable skill but we will ask you to sign a disclaimer indicating that you authorise us to carry out the work at your risk and we reserve the right to charge you at the rate of £50 per man hour for the time taken.

**6.8** Our installers are not permitted under the terms of our insurance to reposition telephone or burglar alarm fittings or any other electrical connections, aerials, gas or water installations. If for whatever reason you do not comply with your obligations to organise this in advance under this clause 6.8 we reserve the right to postpone or suspend the supply of the Installation Services until you have done so and to charge you for time lost by our fitters in attending your property and being unable to work at the rate of £250 plus VAT per fitter per day.

**6.9** Acceptance of a delivery date is on the understanding that, during the agreed period of installation,

clear and safe access to the working area is permitted. It is also agreed that electrical power supply for tools and/or lights will be provided within 20m of the work. Any facilities must be provided or made readily available by the Customer to enable us to comply with all current Health and Safety regulations.

**6.10** All structural openings, making good the building structure and decorative surfaces are to be prepared by others. Where works include for the removal of items from existing framework (i.e. brickwork, for example), our price assumes that the existing structure (i.e. structural opening, beams/lintels, etc.) are in sound condition. We do not include for the altering or repair of structural properties of the building in any way.

**6.11** The Customer or a representative of the Customer should be available on the final day of Installation Services to assess the works completed and sign-off on the installation. We cannot accept responsibility for damages after the sign-off from the Customer or the representative of the Customer.

We do not tolerate abuse of our staff in the office or on site and reserve the right to cancel the estimate in the event that this occurs, in which case you must immediately pay the whole outstanding balance of the Price and we will deliver the Products to site for installation by a third party.

**6.12** The site should be made available for installation on the agreed day. In case of any delays on your side, or not being prepared for our team on the day of the installation a cost of £500+VAT will be applied. **You are entitled to inform us about any delays, without any charge, three working days notices before the day of your installation.** Please also take into consideration that if any of these occur you will be given next available installation date, which can take up to four weeks. If you are not certain if your site is prepared appropriately, please contact us in order to book our survey team for a preparation check. We offer a free preparation check within a radius of 50 miles around 1 Courtenay Road, East Lane Business Park Wembley HA9 7ND. Any further preparation checks will be at additional cost which can be discussed with our BlackSteelDoors team.

## **7. SCAFFOLDING**

**7.1** If scaffolding is required for the installation of the Products, we will inform you either at the time you sign the estimate or as soon as practicable following any Survey carried out under Clause 3 above.

**7.2** You will be required to meet the cost of the scaffolding unless we otherwise expressly agree in writing.

**7.3** We may arrange for the provision of scaffolding as your agent at your request and the contract for provision of any such scaffolding will be between you and the supplier. Accordingly you will be directly responsible for paying any such supplier.

## **8. RISK, TITLE AND INSURANCE**

**8.1** Risk of damage to or loss of the Products shall pass to you at the time of delivery of the Products to you. The Customer shall ensure that the Products are covered by an insurance policy against all insurable risks.

**8.2** Ownership of the Products will pass to you once we have received payment in full of the Price from you. Until then, the Products remain our property but that will not prevent us from recovering payment from you of any amounts due under the estimate.

**8.3** Any Warranty will only be validated and activated once full payment has been received by us as stated in paragraph 5.12 above.

## **9. SPECIFICATION OF PRODUCTS AND INSTALLATION SERVICES**

**9.1** All structural openings, making good the building structure and decorative surfaces are to be prepared by others. Where works include for the removal of items from existing framework (i.e. brickwork, for example), our Price assumes that the existing structure (i.e. structural opening, beams/lintels, etc.) are in sound condition. We do not include for the altering or repair of structural properties of the building in any way.

**9.2** You are responsible for ensuring that your property is structurally sound, in good condition and free from material defects. We cannot be held responsible for any damage caused or extra work required if

this is not so.

**9.3** We cannot guarantee to keep intact any panes or frames from old windows and doors or any secondary glazing that you may tell us you wish to retain. Accordingly we will not be liable for any damage or total loss of such items during or following their removal unless caused directly by our negligence.

**9.4** We cannot guarantee that any existing shutters, blinds or curtains will still fit where windows and doors are being replaced.

**9.5** Any specifications, statistics, advice or other information given to you by us regarding any glass we supply is either quoted from or based on information provided to us by the manufacturer and relates solely to the glass itself. Such specifications, statistics, advice and information do not relate to or take account of the acoustic properties or performance of your building so it is possible that the installation of the glass may not meet your expectations in relation to noise reduction or sound proofing.

**9.6** if you wishes to vary any of the Products or Installation Services you may notify us in writing within 7 days of acceptance of the order of any changes, alternations or reductions.

**9.7** Where engaged, the surveyor shall be consulted prior to the specifications being agreed or changed by either us or you. The Customer undertakes to pay all associated surveyor fees.

**9.8** Any descriptions, promotional material, drawings or sketches provided by us or third parties are for illustrative purposes only and to provide an outline of what will be provided, unless otherwise agreed.

**1.1** A representative of the Customer should be available on-site to sign off the installation at completion.

## **2. LIMITATION OF LIABILITY**

**2.1** The following provisions set out the limits on our liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of any breach of these Terms & Conditions, any use made by you of any of the Products, or of any item incorporating any of the Products; any representation, statement or act or omission of the Black Steel Doors including negligence arising under or in connection with the estimate.

**2.2** The warranties set out in the Warranty document which can be found **on our website** are the only warranties given to you by us in relation to the Products and Installation Services. All other representations, warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the estimate or these Terms & Conditions.

**2.3** Nothing in these Terms & Conditions excludes or limits our liability for death or personal injury caused by our negligence; or under Part 1 of the Consumer Protection Act 1987; or for any matter which it would be illegal for us to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation; or for any liability incurred by you as a result of any breach by us of the condition as to title or the warranty as to quiet possession implied by either section 12 of the Sale of Goods Act 1979 or by section 2 of the Supply of Goods and Services Act 1982.

**10. 4** Subject to clauses 10.2 and 10.3:

**10.4.1** Our liability for any breach of the Terms & Conditions, estimate or negligent act or omission or any other claim you may have against us relating to the estimate, Terms & Conditions shall be limited to reimbursing the Price (or that part of the Price that has been received by us) together with any reasonable losses, costs and expenses incurred by you as a direct result of our breach of the estimate, Terms & Conditions or negligence or other act or omission.

**10.4.2** We will not be liable to you for any pure economic loss, loss of profit, loss of business or depletion of goodwill whether direct or indirect, or for any loss or damage which was not reasonably foreseeable or contemplated by us at the date of the estimate.

**10.5** If the performance of our obligations under the estimate is prevented or delayed by any act or omission of yours or your agents, subcontractors, consultants or employees, we shall not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.

## **11. YOUR OBLIGATIONS**

**11.1** In order for us to perform our obligations under the estimate you will, at your expense:

**11.1.1** comply with our reasonable requests relating to the supply of the Products and the Installation Services, including but not limited to any requests relating to compliance with health and safety rules and regulations;

**11.1.2** provide our employees, with access as reasonably required to washing and toilet facilities at your property;

**11.1.3** prepare and maintain your property for the delivery of the Products and the supply of the Installation Services (including identifying, monitoring, removing and disposing of any hazardous materials from your property in accordance with all applicable laws, before and during the supply of the Installation Services) and inform us of any such actions that you have carried out; inform us of all health and safety rules and regulations and any other reasonable security requirements that apply at your property; obtain and maintain all necessary licences and consents, including but not limited to planning permissions, listed building consent, building regulations consent, and comply with all relevant legislation in relation to the supply of the Products and Installation Services.

**11.2** If at your request (which we will only accept in writing) we manufacture and/or supply the Products and Installation Services prior to you obtaining any of the licences or consents referred to in clause 11.1.3, you will have to pay the Price even if any such licences or consents are subsequently not granted.

## **12. TIMELINE**

**12.1** We will use all reasonable endeavours to meet lead time but any such dates and times are estimates only.

**12.2** Note that delivery lead times are subject to change due to holiday periods and we will inform you of any delays as soon as we are notified.

## **13. YOUR PRIVACY**

**13.1** We will keep your data private at all times in line with our Privacy Policy which can be found on our website at [www.blacksteeldoors.co.uk/info/privacy-policy](http://www.blacksteeldoors.co.uk/info/privacy-policy)

## **14. ASSIGNMENT**

**14.1** We may assign the estimate or any part of it to any person, firm or company provided your rights under the estimate will not change as a result of such assignment. You shall not be entitled to assign the estimate or any part of it without prior written consent from us.

## **15. FORCE MAJEURE**

**15.1** We will not be in breach of our obligations under the estimate if we are prevented from or delayed in the carrying on of our business or the performance of our obligations under the estimate by any circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, you will be entitled to give notice in writing to us to cancel the estimate.