

DEFINITIONS

'Black Steel Doors, Company, us, we, our' means Black Steel Doors Ltd, a company registered in England and Wales with company number 11391912, whose registered address is Perch Studios, Franklins House Wesley Lane, Bicester, OX26 6JU.

'Customer, you' means any person, firm, or company who has agreed to purchase the Products and/or Other Services and whose name and address appear on the purchase order.

'Order' for the purpose of the Term and Condition means Quotation/ Estimate used interchangeably.

'Lead time' means a period 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 under these Terms & Conditions.

'Other Services' means Survey, Installation, Delivery and any other services to be provided to you under these Terms & Conditions, which shall be carried out by us and/or a third-party installer appointed by us

'Installation Services' installation of and any other services to be provided to you under 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 Other Services specified in the estimate/order. The Price is exclusive of VAT.

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

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

A 'business day' means any day other than a Saturday, Sunday or bank holiday in England and Wales.

'Your representative' for the purpose of the Terms & Conditions, is any person you appointed to sign documents on your behalf.

Words imparting the singular number include the plural and vice-versa.

1. APPLICATION OF THESE CONDITIONS

1.1 These Terms and Conditions will apply to the purchase of the Products and or other Services detailed in the quotation/ contract by the Customer from Black Steel Doors a company registered in England and Wales under number 11391912 whose registered office is at Perch Studios, Franklins House Wesley Lane, Bicester, OX26 6JU (we or us).

1.2 Acceptance of any quotation/contract as specified in clause 1.3 shall be deemed as acceptance of these Terms & Conditions. You should read these Terms & Conditions carefully before accepting.

1.3 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 the Products and Other 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.

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

1.5 No order placed by you for the Products and/or Other Services shall be deemed accepted by us until Black Steel Doors issues a written acknowledgement of the order. The written acknowledgement shall also be issued if the order has been made by telephone or in person.

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

1.7 If you have any questions about these Terms & Conditions, our Products, or Other Services or the Company, please get in touch with us via email at info@blacksteeldoors.co.uk or by phone at 02089080006.

1.8 These Terms & Conditions apply to the purchase and sale of any Products and/or Other Services between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Customers are advised to seek independent legal advice prior to accepting these Terms & Conditions to ensure full understanding and compliance.

2. QUOTATIONS AND ORDERS

2.1 Quotations are calculated based on current rates and priced when the quotation was created. Any quotation offered by us expires after 30 days from the date of the quotation.

2.2 We reserve the right to correct any clerical errors or omissions. All increases of any sort that take place after the creation date will be added to the balance of the quotation. Any changes to the quotation after the acceptance of the order will be communicated to the Customer for approval before implementation.

2.3 It is your responsibility to ensure the accuracy of the description of the Products and/or Other Services set out in your order and to inform us of any amendments required in writing to info@blacksteeldoors.co.uk within 14 business days. 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 acknowledgement shall be sent to you for approval.

2.4 The description of the Products and Other Services is set out in our estimate accepted by you as our customer. In accepting the estimate, you acknowledge that you have not relied upon any statement, promise or other representations about the Products or other Services by us.

2.5 We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

2.6 We are always looking to improve our Products and services, so we reserve the right to make minor technical changes to our Products and Other Services. These changes may deviate from the original specifications, but they will ultimately improve our Products.

2.7 If the supply of the Products and Other Services is interrupted or delayed by you after the order has been placed or the written acknowledgement approved by one of our representatives, for whatever reason, we reserve the right to update the Price following the prices in force. And you must additionally pay for any additional time our staff spends providing those services. Any such rise in Price will be calculated at the rate of £350 per man per day.

2.8 Black Steel Doors has the right to cancel an order without giving a reason within 14 business days. In this circumstance, you have the right for refund the whole sum of the deposit you already paid; we will return the Initial Order Deposit. The Customer will be notified by email if we decide not to proceed with an order.

2.9 If the Quotation is based on the Customer's measurements, Black Steel Doors Ltd is not responsible for any incorrect measurements supplied by the Customer. The Products are ordered and manufactured solely based on the measurements provided by the Customer.

2.10 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 regular working hours into prepared openings. If we cannot provide continuity, separate site visits will be charged at an additional cost. Any such Price will be calculated at the rate of £350 per man per day.

2.11 As stated in clause we maintain the right to change prices should any details or sizes vary within the order if and alteration is made to an order that has

already been placed or for an installation that has been surveyed and agreed upon. In that case, the costs associated with these items will be charged.

3 SURVEY

- 3.1 If you want us to survey your property to take measurements and prepare accurate drawings before beginning production, this cost will be included in the estimate. We will carry out the survey for the proposed work within 14 business 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 14 business days of payment of the first Initial Order Deposit 50%.
- 3.2 Any survey conducted will not be a comprehensive structural survey of your property. It will only concern itself with taking measurements and inspecting the opening for the planned installation of the Products, as well as factors that can be reasonably ascertained from a non-invasive examination.
- 3.3 The Price is based on the assumption that your property is structurally sound and that no conditions exist which would make our performance of the estimate more complex than could reasonably be expected at the time you signed it. If you have any doubts about the condition of your property, we recommend obtaining your own independent structural survey.
- 3.4 If our surveyor encounters technical problems that make the production or satisfactory installation of the Products more difficult or expensive than anticipated, we will notify you of such technical issues as soon as possible. In this situation, we maintain the right to either cancel the estimate or raise the Price after sending you a written notice to reflect our additional costs or necessary extra work. If we provide you with a notice that raises the Price, you are allowed to cancel the estimate within 14 business days of receiving said notice. The refund of the Initial Order Deposit will be less the reasonable costs incurred for any survey performed.
- 3.5 If you cancel the estimate in line with clause 3.4, we will return the Initial Order Deposit to you less a deduction for the cost of any survey carried out. We would have no further liability to you, and nor you to us.
- 3.6 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.
- 3.7 If we give you notice increasing the Price, under clause 3.6 this Terms & Conditions you have the right to reject the price provided, but will be obliged to pay us for any Other 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. We will be entitled to retain the Initial Order Deposit and any interim payments by way of payment or as the case may be of any amount due from you to us. We may deliver the Products to the address you provide us for delivery after prior arrangement, and in this case, you will also have to cover the delivery costs.

3.8 We provide a pre-Installation Check. The cost of the pre-Installation check is priced individually, starting from £150 plus VAT and depends on the location of the Project, and the quantity of the Products

3.9 The customer or site responsible person (your representative) must be present during the surveyor appointment to verify all measurements. Our surveyor will request a signature as evidence of the confirmed details by the end of the inspection. If you are not available on-site during our surveyor inspection, we will have to book another appointment, and you must additionally pay for it. Any such Price will be calculated at the rate of £350 per man per day.

3.10 After the Survey, you or your representative, you will need to sign the survey checklist to confirm that you approve of all the measures, dimensions and work carried out during the Survey. Your representative, for the purpose of the Terms & Conditions, is any person you appointed to sign documents on your behalf. You are obliged to inform us in writing and provide this person's name and contact details before we arrive to perform the survey.

4 CANCELLATION OF THE ESTIMATE/ORDER

4.1 You may cancel the estimate/order by sending us written notice no later than 14 business days after you sign it. If you choose to cancel the estimate/order in this way, we will give you a refund of your Initial Order Deposit less a deduction for the cost of any survey carried out. Due to the custom nature of our products, the standard 14-day cooling-off period may not apply as per Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

4.2 If you cancel your estimate/order after 14 business days under the clause 4.1 this Terms & Conditions or if you decide to amend your estimate/ order after the 14 business days after signing it we will charge you 50% of the Initial Order Deposit related to your order.

4.3 If the Products or Other Services are sold or provided in phases, each phase shall be considered a separate contract. Furthermore, 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.

4.4 Details of the Products as described in our website or set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.

4.5 The estimate including any non-standard price negotiated in accordance with the clause on Price is valid for a period of 1 month only from the date shown in it unless expressly withdrawn by us at an earlier time.

5 PRICE AND PAYMENT

5.1 The cost of the Products and Other Services as well as the dates on which payments are due, are displayed in the estimate. This does not include the cost of any scaffolding required to provide the Installation Services. In addition to the prices specified in the estimate you will have to pay for these costs.

5.2 Unless stated otherwise in the estimate, the price includes any discount, rebate or offers. You will not be eligible for any reduction in price if we offer any promotions on the Products and/or Other Services after acceptance of the order. Please note that some of the discount's MAY NOT be visible in your quotation. If you have any questions regarding the prices, please get in touch with us.

5.3 We send you a proposal date for the installation or Other Services and an invoice 14 days before the proposal installation date. You have 7 days to make the payment. After receiving the payment from you, we book the installation date.

5.4 Any orders placed with us totalling less than £1000.00 (excluding VAT) are to be paid in full when the order is placed.

5.5 Payment must be made by bank transfer.

5.6 We do not accept cash payments.

5.7 If you do not pay the amount due to us in accordance with the contract by the date it is due, then, without restricting any other right or remedy available to us, we may charge you 50% of the Initial Order Deposit related to your order and we may: -

5.7.1 If you cancel the contract or halt any future deliveries of the Products or the provision of Other Services, you will still be obliged to make payments under the Agreement.

5.7.2 If you use any payment method, including those made for any other Products or Installation Services under any other contract between us, for

any amount you owe us under this estimate or any other debt, we have the right to determine how that payment is applied.

- 5.7.3 If you have an outstanding payment. Black Steel Doors will charge you interest on that sum beginning from the due date for payment. The annual interest rate will be 8% under the Late payment of Commercial Dets (Interest) Act 1998. This interest will accrue daily until the full payment, including before or after any judgments.
- 5.7.4 All penalty charges for non-payment will be reviewed in accordance with UK fair trading laws to ensure they are reasonable and proportionate.
- 5.8 The payment will be calculated by the schedule set below:
- **Initial Order Deposit** – 50% of the agreed price – Acceptance of order; Prior to site survey. Prior to the procurement of materials and booking a position in the manufacturing queue.
 - **Final Payment** – 50% of the agreed price – 7 days after receiving final invoice prior to scheduling Installation, collection or delivery.
- 5.9 Production slot will be confirmed upon receipt of cleared funds for the 50% Deposit Payment and technical production drawings that have been approved and signed.
- 5.10 Prices are liable to increase if items are removed or changed from the estimate or if a significant amount of time (1 month) has elapsed since the original estimate was sent. The order is only finalised once the customer agrees to the new price.
- 5.11 The final invoice will be issued once the product(s) have been delivered to our warehouse. The remaining balance, being the final 50% of the total order value, must be paid within 7 business days from the date of the invoice.
- The installation, delivery, or collection date will be confirmed once the remaining balance has been received. If full payment is not made within the specified period, the delivery, collection, or installation will be cancelled and rescheduled for the next available slot.
- 5.12 If the full payment is not made in full the Customer forfeits the right arising from the warranty entirely.
- 5.13 The price of the Products and/or Other Services is set out in our quotation current at the date of your order or such other price as we may agree in writing. If the cost of the Product and/ or Other Services to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery, collection and installation. Any increase

in the Price under the clause above will only take place after we have told you about it.

5.14 Time for payment will be of the essence of the Contract between us and you.

5.15 All payments must be made in British Pounds unless otherwise agreed in writing between us.

5.16 All amounts under these Terms & Conditions must be paid in full without any deduction or withholding, except as required by law, and you shall not have the right to claim any credit, set-off or claim to withholding payment of any such amount in whole or in part.

5.17 You may be entitled to discounts. Any and all discounts will be at our discretion.

5.18 The Grand Total of the Products/ and or Other Services is inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

5.19 Construction Services Domestic Reverse charge known as "Revers VAT" or "Revers Charge VAT". Due to the new Law that HMRC introduced on the 1st 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 newly implemented Law, Black Steel Doors Ltd is currently registered under the Construction Industry Scheme (CIS). In that respect, we are able to present a Reverse VAT, also known as Revers Charge VAT.

6 DELIVERIES

6.1 We will do our best to meet the lead times and delivery dates mentioned in the estimate/ contract but please note that they are only estimates. Unless the law says otherwise, delays are not a valid reason to cancel the estimate or these Terms & Conditions. When delivery dates are estimated, we are not responsible for any delays resulting from Third Parties actions, such as our suppliers, vendors, and contractors. We will not accept liability or responsibility for delays caused by events or circumstances that are out of our control (please refer to clause 21).

6.2 We are responsible for delivery the Products to the customer's address. The Products will be delivered to the Customer at the shipping address provided and will be considered completed when you sign confirmation of delivery.

6.3 The delivery fee is calculated individually, factoring in the delivery location, Products, the quantity of the Products to be delivered and the number of persons and vehicles necessary to deliver the Products.

6.4 Once the Products are delivered to our warehouse, we have 14 business days for quality check, please note we do not book installation during the time we are commence the quality check until quality check is completed.

6.5 If Installation Services end up taking longer than was agreed upon 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 beyond our control, then each additional day our employees spend on-site will be charged £350 per day per person.

6.6 We will not be held responsible for any direct or indirect costs, charges, expenses, or damage resulting from a delayed delivery of the Products when there is no legal breach of duty of care owed to you on any of our employees or agents. Furthermore, we will not be liable for any loss or damage that is not a reasonably foreseeable result of such a breach or any loss or damage that results from your breach of any term in the contract.

6.7 You consent to let us into your property to deliver the Products and give the Installation Services at the earliest convenience after you have been notified that the Products are ready. If you have not permitted us to enter your property for this purpose within 14 business days of being told that the Products are ready for delivery, then (without prejudice to any other rights we may hold) you must immediately pay the remaining balance of the Price. You will have to reimburse us for reasonable losses, costs, and expenses, including (without prejudice to the generality of this clause) we incur as a direct result of your failure to take delivery of the Products.

6.8 If we cannot deliver or install the Products on the agreed date due to your incomplete preparation and the deadline for installation has passed, Black Steel Doors will store the Products free of charge for 30 days, including weekends and bank holidays. After 30 days, Black Steel Doors has the right to charge an extra fee for storage at a rate of £150 a week per storage and per (single) Product.

6.9 If we cannot deliver or install the Products on the agreed date because you are not prepared for our team on the installation or delivery day depending on availability in our warehouse, we may or may not store this Product. If we are unable to store the Products, we will hire a third party to store the Product. In this case, you will pay the for covering the storage costs.

6.10 If the supply of the Products and Installation Service is interrupted or delayed by you for more than one calendar year after the order has been placed or the written acknowledgement approved if the with one of our representatives, for whatever reason, we reserve the right to update the Price following the prices in force at the time.

6.11 Under the terms of our insurance, our installers are not allowed to change the positions of telephone or burglar alarm fittings or any other electrical connections,

aerials, gas or water installations. If you do not comply with your obligations to organise this in advance, we reserve the right to postpone or suspend the supply of the Installation Services until you have done so. We will also charge you for the time our fitters will lose attending your property, which is £1200 plus VAT followed by a £600 plus VAT fee for the next day of the booked installation. And your Installation will be postponed to the next available slot. followed by a £600 plus VAT fee for the next day of the booked installation

6.12 The acceptance of a delivery date is contingent on the agreement that, during the installation period, we will have clear and safe access to the working area. We also agreed that there will be an electrical power supply for tools and/or lights within 20 m of the work area. The customer must provide or make available any facilities necessary for us to comply with all current Health and Safety regulations.

6.13 When you agree to a delivery date, you also agree that during the agreed period of installation, all structural openings, making good the building's structure and decorative surfaces are to be prepared by others. Where works include removing items for the existing framework (i.e. brickwork, for example) our price assumes that the existing structure (i.e. structural opening, beams/lintels, etc.) is in sound condition. We do not include the altering or repair of structural properties of the building in any way.

6.14 The Customer or their representative must be present on the last day of Installation Services to evaluate the work completed and sign off on the installation acceptance protocol. We are not liable for damages occur after the Customer's or their representative's sign-off of the acceptance protocol. After signing off on the installation acceptance protocol, you will pay for any additional visit.

6.15 The site must be available for installation on the scheduled day. In the event of delays on your end, or if you are not prepared for our team on the installation day a £1200 plus VAT fee will be applied, followed by a £600 plus VAT fee for the next day of the booked installation. You are entitled to notify us of delays at no charge, 14 business days in advance of the day of your installation. Additionally, please note that if any of these occur, you will be given the next available installation date, which can take up to six weeks. If you are unsure if your site is prepared appropriately, please get in touch with us to book our survey team for a pre installation check at additional available time slot.

7. DELIVERY ADDRESS

7.1 We will arrange for the delivery of the Products to the address specified in the quotation or your order or to another location we agree in writing.

7.2 If you do not specify a delivery address or if we both agree, you must collect the Products from our premises.

7.3 Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8 am to 4.30 pm.

7.4 If you do not take delivery of the Products we may, at our discretion and without prejudice to any other rights:

7.4.1 store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or

7.4.2 make arrangements for the redelivery of the Products and will charge you for the costs of such redelivery; and/or

7.4.3 after 48 business days, we may sell or otherwise dispose of part or all of the Products, and you will be charged for any shortfall below the price of the Products.

7.5 If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.

7.6 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

8. SCAFFODLING

8.1 If the Product installation process requires scaffolding, we will notify you of this through either the estimate or shortly after the survey form clause 3 has been completed. If we do not complete the survey and the estimate is based on your information, then we are not responsible for the lack of scaffolding. If it becomes apparent that scaffolding is required during delivery, then additional cost will be charged under clause 6.15. The full responsibility rests on you.

8.2 Unless we expressly agree otherwise in writing, you will cover the cost of the scaffolding

8.3 We may provide scaffolding for you as your agent at your request. In this case, the contract for the scaffolding's provision will be between you and the supplier-meaning you will pay the supplier directly.

9. Inspection and Acceptance of Products

9.1 You must inspect the Products on delivery or collection and installation completed:

9.2 We will be under no liability or further obligation in relation to the Products if:

- a. you make any further use of such Products after giving notice under the clause above relating to damages and shortages; and/or
- b. the defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Products; and/or
- c. the defect arises from normal wear and tear of the Products; and/or
- d. the defect arises from misuse or alteration of the Products, negligence, willful damage or any other act by you, your employees or agents or any third parties.

10. RISK, TITLE AND INSURANCE

10.1 The risk of damage to or loss of the Products is transferred to you upon delivery of the Products. You must ensure that an insurance policy covers the Products against all risks.

10.2 Title to the Products will not pass to you until we have received payment in full) for: (a) the Products, collection installation and any other services that we have supplied to you in respect of which payment has become due. Until then, the Products remain our property, but that will not stop us from reclaiming payment from you for any amount still owed under the estimate.

10.3 Any Warranty will only be validated and activated upon receiving full payment from the client, as stated in clause 5.12

10.4 The risk in the Products will pass to you on completion of delivery or collection or installation.

11 SPECIFICATIONS OF THE PRODUCTS AND INSTALLATION SERVICES

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

11.2 It is your responsibility to confirm that your property is structurally sound, in good condition and without any materials defects. If it is not in these conditions, we are not liable for any damage caused or extra work needed.

11.3 We cannot guarantee that old windowpanes, frames, or secondary glazing will remain intact during or after their removal. Thus, we will not be held responsible for any damage or total loss of these items unless it directly results from our negligence.

11.4 We cannot guarantee that any existing shutters, blinds or curtains will still fit where windows and doors are being replaced. Thus, we will not be held responsible for any damage or total loss of these items unless it directly results from our negligence.

11.5 The specifications, statistics, advice or any other information given to you about the glass we supply is either quoted from or based on information provided by the manufacturer. This only relates to the glass itself and not the acoustic properties or performance of your building. Therefore, it is possible that the glass installed may not meet your expectations concerning noise reduction or soundproofing.

11.6 If you desire to change any of the Products or Installation Services you have ordered, you must notify us in writing 14 business days of accepting the order of any modifications, substitutions, or reductions.

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

11.8 All descriptions, promotional materials, drawing, or sketches furnished by us, or any third parties are purely for illustrative purposes and give a general outline of what will be supplied unless we have come to a different agreement.

12 Termination

12.1 We can terminate the contract without induration under the Contract:

- a. you commit a material breach of your obligations under these Terms & Conditions.
- b. you are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors.
- c. you enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
- d. you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed, or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.
- e. immediately after receiving notice of the circumstances of the clause 12.1, we will stop the production of the Products, and you are obliged to bear the costs in connection with the concluded contract and the costs incurred by us.

13. LIMITATION OF LIABILITY

13.1 Our liability under the Terms & Conditions and the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this section.

13.2 Subject to the clauses above on Inspection and Acceptance and Risk and Title, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

13.3 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.

13.4 The only warranties we provide to you regarding the Products and Installation Services are the warranties set out in the Warranty document on our website at info@blacksteeldoors.co.uk

13.5 We cannot exclude or limit our liability for death or personal injury resulting from our negligence; or under Part 1 of the Consumer Protection Act 1987; or for any issue for which it would be illegal for us to exclude or attempt to exclude liability; or for fraud or fraudulent misrepresentation; or for any liability you incur as a result of any breach by us of the condition as to title or the warranty as implied by either section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

13.6 Subject to clause 13.4 and 13.5

13.6.1 Our liability for any breach of the Terms & Conditions, estimate , or a negligent act or omission on our part, or any other claims you may have against us concerning the estimate or Terms & Conditions , our liability shall be restricted to reimbursing the Price (or the amount of the Price that has been paid to us) along with any reasonable losses, costs, and expenses you directly or indirectly incur as a result of our breach of the estimate or Terms & Conditions, negligence, or other act or omission.

13.6.2. You cannot hold us responsible for any direct or indirect economic losses, such loss of profit, loss of business or depletion of goodwill, which were not reasonably foreseeable by us when the estimate was given.

13.7 You will be liable for any expenses, fees or losses you experience as a direct or indirect result of any act or omission on your part, or that of you or your agents, subcontractors, consultants or an employee, which prevents or delays us from performing our obligations under the estimate.

13.8 We will not tolerate staff abuse in the office or on – site. If this occurs, we reserve the right to cancel the estimate. In this event, you must immediately pay the entire outstanding balance of the price, and we will deliver the Products to the site for installation by a third party.

13.9. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:

- a. any indirect, special or consequential loss, damage, costs, or expenses; and/or
- b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or other third-party claims; and/or
- c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
- d. any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or

- e. any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.

14. YOUR OBLIGATIONS

14.1 For us to meet the terms of the estimate, you will need to:

14.1.1 Comply with our responsible requests regarding the supply of the Products and Other Services, which includes but is not limited to requests on compliance with health and safety regulations.

14.1.2 Provide our employees with access to washing and toilet facilities at your property as reasonably required.

14.1.3 Prepare and maintain your property for the delivery of the Products and the supply of the Other Services (including identifying, monitoring, removing and disposing of any hazardous materials from your property under all applicable laws before and during the supply of the Other 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 concerning the supply of the Products and Other Services.

14.2 If at your request (which we will only accept in writing) we manufacture and /or supply the Products and Other Services prior to you obtaining any of the licences or consents referred to in clause 14.1.3 you will have to pay the Full Price even if any such rights or permissions are subsequently not granted.

15 TIMELINES

15.1 We will use all reasonable endeavours to meet the lead time, but such dates and times are only estimates.

15.2 Note that delivery lead times are subject to change due to holiday periods such as (Christmas, Easter, bank holidays etc.) and we will inform you of any delays as soon as we are notified.

15.3 From the Initial Order Deposit paid, we reserve the right to a maximum production time of 6 months. In the 6 months, no claim for reimbursement of Initial Order Deposit can be made due to delays in production or failure to deliver the Products at your convenience. The date of delivery/installation will be agreed upon individually with each customer once the Products have been manufactured.

15.4 For the purposes of the delivery and acceptance protocol, we reserve the right to prepare photographic and recorded documentation to confirm that Product and our service which we provided to you has been performed in accordance with your order and with due diligence.

15. 5 By signing the acceptance protocol of the Product and the performance of the service, Installation, delivery, you consent to providing photographic documentation and recordings of the work performed by us for our marketing purposes.

16. REFUND

16.1 Please note that Bespoke Products do not qualify for the 14 business days cooling off period. You may cancel after receiving Bespoke Goods if there is a problem, as set out in Clause 17, but you cannot cancel merely because you have changed your mind. Bespoke products are non-refundable unless they do not conform to the contract or are defective, as per the Consumer Rights Act 2015.

17. FAULTY, DAMAGED OR INCORRECT GOODS

17.1 Under the Customer Right Act 2015, we must provide Products of satisfactory quality, fit for the intended purpose, as described at the time of purchase, in accordance with any pre- contract information we have provided. That match any samples you have seen or examined (unless we have made you aware of any differences). If you received Products that do not comply with these conditions, such as if they are faulty or damaged, or if you received incorrect Products, please get in touch with us at info@blacksteeldoors.co.uk as soon as possible to inform us of the fault, damage or error, and to arrange for a refund, repair or replacement. Please note that if the Products are incorrect as a result of your provision of false information, rather than them not matching our description, you will not be able to return those Products. Otherwise, your available remedies will be as follows:

17.1.1 beginning on the day you receive the Products (and ownership of them), you have a 30-calendar day right to reject them and to receive a full refund if they do not conform as stated above.

17.1 2 If you do not want to reject the Products, or if the 30 business days rejection period has ended, you may request a repair or replacement. We will pay for any related costs and carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, when a repair or replacement is impossible or excessively expensive, we may instead offer you the alternative (i.e. a replacement instead of a repair of vice versa) or a full refund if you request a repair or replacement during the 30-calendar day rejection period. In that case, that period will be suspended while we carry out the repair or replacement and will resume once you have received the replacement or repaired the Products. If fewer than 7 days are left of the original period, it will be extended to 7 days.

17.1.3 If, after a repair or replacement, the Products still do not meet the standards described (or if We cannot do so as preciously described or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep them at a reduced price or to reject them in exchange for a refund.

17.3 To return the Products Goods to us for any reason under this clause 17, please get in touch with us at info@blacksteeldoors.co.uk

17.4 Under clause 17, refunds (in whole or part, including price reductions) will be issued within 14 calendar days of the day on which we agree that you are entitled to the refund.

17.5 All refunds given under clause 17 will include the delivery fees you paid when the Products were first bought.

17.6 Refunds issued under clause 17 will be processed using the same payment method used to place the Order.

17.7 For further information on your rights as a consumer, please get in touch with your local Citizens Advice Bureau

18. PUBLIC LIABILITY INSURANCE

18.1 Black Steel Doors holds Public Liability Insurance. This insurance is in place to protect our enterprise and customers from accidents or legal proceedings. In the event of personal injury or property damage, this insurance will provide the financial security needed.

18.2 Public liability insurance covers claims made against a business by clients, contractors, or members of the public for accidental injury or damage to their property. This could arise from an incident on business premises or as a direct result of business operations.

18.3 Public Liability Insurance protects all types of businesses, including sole traders, partnerships, and limited liability companies, against being sued by a member of the public (including contractors) for personal injury or property damage.

18.4 Public Liability Insurance also covers the cost of legal fees if a business is sued for personal injury or property damage.

18.5 Whilst it is not compulsory for businesses to have Public Liability Insurance, it is generally advisable that companies with any interaction with the public should be insured to cover the costs of any potential compensation claims.

18.6 Public Liability Insurance Certificate is a legal document that summarises the essential details of public liability insurance policy and proves that the business has the right cover.

18.7 While Public Liability Insurance is not mandated by law, businesses are not legally required to display their Public Liability Insurance Certificate. You can request to view our Public Liability Insurance Certificate by emailing us at: info@blacksteeldoors.co.uk, and we will send the Certificate to you electronically. The certificate of Public Liability Insurance can be made available upon request to demonstrate compliance.

18.8 We have Public Liability Insurance to protect our company and our customers in case of injury, damage, or legal proceedings associated with our business. This insurance guarantees that our clients will be compensated financially if any of the above-mentioned situations occur without worrying about the company's financial status.

19. YOUR PRIVACY

19.1 Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation concerning your personal information and cookies.

19.2 These Term & Conditions should be read alongside and are in additions to our policies, including our privacy which can be found on our website at www.blacksteelfoors.co.uk/info/privacy-policy.

19.3 For the purposes of these Terms and Conditions:

19.3.1 "Data Protection Law" means any applicable law relating to the processing of Personal Data, including, but not limited to, the GDPR.

19.3.2. "GDPR" means the UK General Data Protection Regulation.

19.3.3. "Data Controller", "Personal Data" and "Processing" shall have the same meaning as in the GDPR.

19.4 We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.

19.5 Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws. Your personal data may be shared with third parties solely for the purpose of fulfilling your order or providing services, in compliance with GDPR.

19.5.1 Before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected.

19.5.2 We will only Process Personal Data for the purposes identified:

19.5.3 We will respect your rights in relation to your Personal Data: and

19.5.4 We will implement technical and organisational measures to ensure your Personal Data is secure.

19.6 For any enquiries or complaints regarding data privacy, you can e-mail us at: info@blacksteeldoors.co.uk

20 ASSIGNMENTS

20.1 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 due to such assignment. You shall not be entitled to assign the estimate or any part of it without our prior written consent.

21. FORCE MAJEURE

21.1 We are not shall be liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of us party. We will not be in breach of our obligations under the estimate if

we are prevented from our 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, or any other event that is beyond the control of we in question. Provided that, if the event in question continues for a continuous period over 60 days, you will be entitled to give notice in writing to us to cancel the estimate.

22 COMMUNICATIONS

22.1 All notices under these Terms & Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorized of that party).

22.2 Notices will be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient.
- b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated.
- c. on the fifth business day following mailing, if mailed by national ordinary mail; or
- d. on the tenth business day following mailing, if mailed by airmail.

22.3 All notices under these Terms & Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

23. NO WAIVER

23.1 No waiver by us of any breach of these Terms & Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

24. SEVERANCE

24.1 If one or more of these Terms & Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

25. LAW AND JURISDICTION

25.1 These Terms & Conditions shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Terms and

Conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.