

Terms & Conditions

Table of Contents

DEF	INITIONS	2
1.	APPLICATION OF THESE CONDITIONS	2
2.	QUOTATIONS AND ORDERS	3
3.	SURVEY	4
4.	CANCELLATION OF THE ESTIMATE	5
5.	PRICE AND PAYMENT	6
6.	DELIVERY OF GOODS AND PREPARATION FOR INSTALLATION	8
7.	SCAFFOLDING	. 10
8.	RISK, TITLE AND INSURANCE	. 10
9.	SPECIFICATION OF THE PRODUCTS AND INSTALLATION SERVICES	. 10
10.	LIMITATION OF LIABILITY	.11
11.	YOUR OBLIGATIONS	. 12
12.	TIMELINE	. 13
13.	REFUND	. 13
14.	FAULTY, DAMAGED OR INCORRECT GOODS	. 13
15.	PUBLIC LIABILITY INSURANCE	. 14
16.	YOUR PRIVACY	. 15
17	ASSIGNMENT	16

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 9 Milton Road, Sutton, SM1 2QR, United Kingdom.

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

'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.

'Installation Services' means the survey, measuring, installation 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 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 clause 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 the 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 Black Steel Doors to purchase the Products and/or Installation Services by you under these Terms & Conditions.

- **1.4** No order placed by you for the Products and/or Installation Services shall be deemed accepted by us until the Company 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.
- **1.5** 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 on 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 get in touch with us via email at <u>info@blacksteeldoors.co.uk</u> or by phone at *0208908 0006*.

2. QUOTATIONS AND ORDERS

- **2.1** Quotations are calculated based on current rates and prices when the quotation was produced. 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.
- **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 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 acknowledgement shall be sent to you for approval.
- **2.4** We are always looking to improve our Products and services, so we reserve the right to make minor technical changes to our Products and installation services. These changes may deviate from the original specifications, but they will ultimately improve our Products.
- **2.5** If the supply of the Products or Installation Services is disrupted or postponed by you, we maintain the right to raise the Price to compensate for any additional time our fitters spend providing the Installation Services. Any such rise in price will be calculated at the rate of £250 per man, per day.
- **2.6** If the supply of the 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 acknowledgement 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 following the prices in force at the time.
- **2.7** The Company has the right to cancel an order without giving a reason. The Customer will be notified by email if we decide not to proceed with an order.

- **2.8** 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 goods are ordered and manufactured solely based 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 regular 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 start installation because of reasons such as the support structure being unfinished, access equipment being insufficient/unsafe, or inadequate access to/around the site, 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 the final survey, designs, specifications, and structural calculations.
- **2.12** As stated in clause 4.2, we maintain the right to change prices should any details or sizes vary within the order if an 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 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 the first Initial Order Deposit 50% Invoice.
- **3.2** Any survey conducted will not be a comprehensive structural survey of your property. It will only concern itself with the installation of the Products and factors which can be reasonably ascertained from a non-invasive examination. The Price is based on the assumption that your property is structurally sound and that there are no conditions 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, you should get your own independent survey. We might need to remove render, plaster, architraves, beading, and linings during the survey so that we can get the correct manufacturing dimensions. We will repair any damage during installation.
- **3.3** 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 days of receiving said notice.

- **3.4** If you cancel the estimate in line with clause 3.3, we will return the Initial Order Deposit to you less a deduction for the cost of any survey carried out, which could be up to 5% of the Price or £500 (whichever is greater). We would have no further liability to you, and nor you to us.
- **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 need to sign the survey checklist to confirm that you approve of all the measures, dimensions and work carried out during the Survey.
- **3.7** We provide a Site Survey for £150 plus VAT within a 50-mile radius of 1 Courtenay Road, East Lane Business Park Wembley HA9 7ND. Any further checks extending beyond that 50-mile radius will incur additional costs, which our Black Steel Doors team can discuss with you.
- **3.8** It is required that the customer or site responsible person be present during the surveyor appointment to verify all measurements taken. 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, you will be required to sign the details taken by our surveyor using the electronic system at your responsibility.
- **3.9** If an order is cancelled after a survey has been conducted, this will result in a survey fee starting from £350 plus VAT.

4. CANCELLATION OF THE ESTIMATE

4.1 You may cancel the estimate by sending us written notice no later than 14 days after you receive it. If you choose to cancel the estimate in this way, we will give you a full refund of your Initial Order Deposit.

- **4.2** If you do not choose to cancel your order within the 14 days mentioned in clause 4.1, or if you decide to change your order after the 14 days, we will charge you 50% of the Initial Order Deposit related to your order.
- **4.3** If the Products or Installation 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.

5. PRICE AND PAYMENT

- **5.1** The cost of the Products, Installation Services and Delivery, 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 price specified in clause 6.9, 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 Installation Services after the estimated date.
- **5.3** Unless otherwise specified on the estimate, the balance of the Price is due before delivery and installation. If the Products are installed in phases, payment for each phase is due prior to the completion of that phase.

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

- **5.4** Payment must be made by bank transfer.
- **5.5** We do not accept cash payments.
- **5.6** If you do not pay the amount due to us in accordance with the estimate by the date it is due, then, without restricting any other right or remedy available to us, we may: -
 - **5.6.1** If you cancel the estimate or halt any future deliveries of the Products or the provision of Installation Services, you will still be obligated to make payments under the Purchase Agreement.
 - **5.6.2** 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.
 - **5.6.3** 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 Debts (Interest) Act 1998. This interest will accrue daily until the full payment, including before or after any judgments.

5.7 The payment will be calculated by the schedule 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 the procurement of materials and booking a position in the manufacturing queue.
Final Payment	50% of the agreed price	A final payment invoice is issued 10 days before installation or delivery of the Products and its due to be paid: 24 hours prior to Installation. 72 hours prior to Delivery.

The Price is to be paid within 14 days of the invoice date unless stated otherwise in clause 5.12.

- **5.8** Production slot will be confirmed upon receipt of cleared funds for the Deposit Payment and technical production drawings that have been approved.
- **5.9** The Final 50% Payment for the booked installation must be made 24 hours in advance. If the payment is not received for any reason, the installation will be cancelled and rescheduled for the next available date. A fee of £1000 plus VAT will be applied in this case.
- **5.10** We reserve the right to correct clerical errors and omissions. All increases of any sort that occurs after the creation date will be applied to the balance of the quotation.
- **5.11** Prices are liable to increase if items are removed or changed from the order or if a significant amount of time (1 month) has elapsed since the original estimate was sent. The customer will be informed every time the price changes. The order is only finalised once the customer agrees to the new price.
- **5.12** The final invoice (Final Payment) will be issued for payment within 10 working days before delivery or 24 Hours prior to installation to validate and receive the warranty. If payment is not made in full, the Customer forfeits the right arising from the warranty entirely.
- **5.13** Construction Services Domestic Reverse Charge knew as "Reverse VAT" or "Reverse 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 Reverse Charge VAT.

6. DELIVERY OF GOODS AND PREPARATION FOR INSTALLATION

- **6.1** We will do our best to meet the lead times and delivery dates mentioned in the estimate, 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 17).
- **6.2** We are responsible for delivering 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 Black Steel Doors notify the Customer that the Products are ready for shipping.
- **6.3** The delivery fee is calculated individually, factoring in the delivery location, the number of Products to be delivered and the number of persons and vehicles necessary to deliver the Products.
- **6.4** Our Products are made to measure precisely for your property, and manufacture is timed to accommodate installation dates agreed upon with you in advance. If you postpone an agreed installation date less than 3 weeks before the -scheduled installation starts. In that case, we charge you at the rate of £250 plus VAT per man per payday resulting from this cancellation in the event that no other suitable work can be found for the fitters.
- **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 £250.00 per day.
- **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 or 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 estimate.
- **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 30 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 be liable to reimburse us for any 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 you cannot have the Products delivered or installed on the date arranged in advance, Black Steel Doors will store the Products free of charge for 28 days, including weekends and bank holidays. After 28 days, Black Steel Doors has the right to charge an extra fee for storage at a rate of £25 a week per storage and per (single) Product.
- **6.9** You will be liable for the cost of removing, replacing (and modifying, if necessary) any fixtures and fittings or other objects that need to be moved for us to install the Products and provide the Installation Services. This includes, but is not limited to, curtains, shutters, grills, blinds, pelmets, and soft furnishings, as well as the lifting and refitting of carpets. We will use reasonable skills if you need us to do this before we install the Products or provide the installation services. However, you must sign a disclaimer authorising us to do the work at your risk. We also reserve the right to charge you starting at £100 plus VAT.
- **6.10** 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 under clause 6.8, 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 lose attending your property, which is £250 plus VAT per fitter per day.
- **6.11** 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 agree that there will be an electrical power supply for tools and/or lights within 20m 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.
- **6.12** When you agree to a delivery date, you also agree that during the agreed period of installation, 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 in sound condition. We do not include the altering or repair of structural properties of the building in any way.
- **6.13** 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. We cannot be held liable for damages after the Customer's sign-off or their representative's.

- **6.14** 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 £1000 plus VAT fee will be applied, followed by a £500 plus VAT fee for the next day of the booked installation. You are entitled to notify us of delays at no charge, 7 working 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 four weeks. If you are unsure if your site is prepared appropriately, please get in touch with us to book our survey team for a preparation check.
- **6.15** We provide a pre-installation inspection for £150 plus VAT within a 50-mile radius of 1 Courtenay Road, East Lane Business Park Wembley HA9 7ND. Any preparation checks outside of this area will incur additional costs, which can be discussed with our team.

7. SCAFFOLDING

- **7.1** If the Product installation process requires scaffolding, we will notify you of this through either the estimate or shortly after the survey from 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 costs will be charged under clause 6.14. The full responsibility rests on you.
- **7.2** Unless we expressly agree otherwise in writing, you will cover the cost of the scaffolding.
- **7.3** 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.

8. RISK, TITLE AND INSURANCE

- **8.1** 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.
- **8.2** You will only own the Products once we have received the total Price from you. 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.
- **8.3** Any Warranty will only be validated and activated upon receiving full payment from the client, as stated in clause 5.12.

9. SPECIFICATION OF THE 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 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 in sound condition. We do not include the altering or repair of structural properties of the building in any way.

- **9.2** It is your responsibility to confirm that your property is structurally sound, in good condition and without any material defects. If it is not in these conditions, we are not liable for any damage caused or extra work needed.
- **9.3** 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.
- **9.4** 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.
- **9.5** 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.
- **9.6** If you desire to change any of the Products or Installation Services you have ordered, you must notify us in writing within 7 days of accepting the order of any modifications, substitutions, or reductions.
- **9.7** 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.
- **9.8** All descriptions, promotional materials, drawings, 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.

10. LIMITATION OF LIABILITY

- **10.1** 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.
- **10.2** 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.

- **10.3** 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 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 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 incur as a result of our breach of the estimate or Terms & Conditions, negligence, or other act or omission.
- **10.4.2** You cannot hold us responsible for any indirect economic losses, such as loss of profit, loss of business or depletion of goodwill, which were not reasonably foreseeable by us when the estimate was given.
- **10.5** 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 your agents, subcontractors, consultants or an employee, which prevents or delays us from performing our obligations under the estimate.
- **10.6** 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.

11. YOUR OBLIGATIONS

- **11.1** For us to meet the terms of the estimate, you will need to:
- **11.1.1** Comply with our reasonable requests regarding the supply of the Products and installation services, which includes but is not limited to requests on compliance with health and safety regulations.
- **11.1.2** Provide our employees with access to washing and toilet facilities at your property as reasonably required.
- **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 under 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 concerning 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 Full Price even if any such rights or permissions are subsequently not granted.

12. TIMELINE

- **12.1** We will use all reasonable endeavours to meet the lead time, but such dates and times are only estimates.
- **12.2** 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.
- **12.3** From the *Initial Order Deposit* paid, we reserve the right to a maximum production time of 6 months. In the 6 months, no claims 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.

13.REFUND

- **13.1** Please note that Bespoke Products do not qualify for the 14 calendar day cooling off period. You may cancel after receiving Bespoke Goods if there is a problem, as set out in Clause 14, but you cannot cancel merely because you have changed your mind.
- **13.2** If we do not deliver the product by 30 days from the specified agreed delivery date, you are legally entitled to a full refund, as defined in the Consumer Rights Act 2015, Section 28. We are required to deliver the product without undue delay; if there is a delay, it cannot be longer than 30 days.

14. FAULTY, DAMAGED OR INCORRECT GOODS

14.1 Under the Consumers 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, as explained in clause 2.8, you will not be able to return those Products. Otherwise, your available remedies will be as follows:

- **14.1.1** 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.
- **14.1.2** If you do not want to reject the Products, or if the 30-day 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 or vice versa) or a full refund if you request a repair or replacement during the 30-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.
- **14.1.3** If, after a repair or replacement, the Products still do not meet the standards described (or if We cannot do so as previously 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.
- **14.3** To return the Products Goods to us for any reason under this clause 14, please get in touch with us at info@blacksteeldoors.co.uk.
- **14.4** Under clause 14, 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.
- **14.5** All refunds given under clause 14 will include the delivery fees you paid when the Products were first bought.
- **14.6** Refunds issued under clause 14 will be processed using the same payment method used to place the Order.
- **14.7** For further information on your rights as a consumer, please get in touch with your local Citizens' Advice Bureau.

15. PUBLIC LIABILITY INSURANCE

15.1 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.
- **15.2** 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.
- **15.3** 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.
- **15.4** Public Liability Insurance also covers the cost of legal fees if a business is sued for personal injury or property damage.
- **15.5** 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 cost of any potential compensation claims.
- **15.6** 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.
- **15.7** 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.
- **15.8** 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 abovementioned situations occur without worrying about the company's financial status.

16. YOUR PRIVACY

- **16.1** Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation concerning your personal information and cookies.
- **16.2** These Terms and Conditions should be read alongside and are in addition to our policies, including our privacy policy which can be found on our website at www.blacksteeldoors.co.uk/info/privacy-policy.
- **16.3** For the purposes of these Terms and Conditions:
 - **16.3.1** 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to, the GDPR.
 - **16.3.2** 'GDPR' means the UK General Data Protection Regulation.

- **16.3.3** 'Data Controller', 'Personal Data' and Processing' shall have the same meaning as in the GDPR.
- **16.4** We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
- **16.5** 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:
 - **16.5.1** Before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - **16.5.2** We will only Process Personal Data for the purposes identified;
 - 16.5.3 We will respect your rights in relation to your Personal Data; and
 - **16.5.4** We will implement technical and organisational measures to ensure your Personal Data is secure.
- **16.6** For any enquiries or complaints regarding data privacy, you can e-mail us at: info@blacksteeldoors.co.uk.

17.ASSIGNMENT

17.1 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.

18. FORCE MAJEURE

18.1 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 over 60 days, you will be entitled to give notice in writing to us to cancel the estimate.