



The Beeches
Old Lane
Tatsfield
Kent
TN16 2LH
Tel: 01959 572501
www.bmsteels.co.uk



Terms & Conditions

Please read the following important terms and conditions before you buy anything from us and check that they contain everything you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used.

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;

if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;

if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'we', 'us' or 'our' means Carnegie Steel Buildings Ltd a company incorporated in England and Wales under number 04820578 whose registered office is at Chart House, 2 Effingham Road, Reigate, Surrey RH2 7NJ; and
- 'you' or 'your' means the person buying services from us.

If you have any questions about this contract or any orders you have placed, please contact us by:

- sending an email to info@bmsteels.co.uk or
- calling us on 01959 572501 (our telephone lines are open Monday to Friday 9am to 5pm).



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Who are we?

We are Carnegie Steel Buildings Ltd (trading as BM Steels), a company registered in England and Wales under company number: 04820578.

Our registered office is at: Chart House, 2 Effingham Road, Reigate, Surrey RH2 7NJ.

Our VAT number is: 372591087.

1 Introduction

- 1.1 If you buy services from us you agree to be legally bound by this contract.
- 1.2 This contract is only available in English. No other languages will apply to this contract.
- 1.3 When buying any services from us you also agree to be legally bound by:
 - 1.3.1 extra terms which may add to, or replace some of, this contract. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice; and
 - 1.3.2 specific terms which apply to certain services. If you want to see these specific terms, please speak with our representative who will tell you when specific terms apply.

All of the above documents form part of this contract as though set out in full here.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please contact us using the contact details at the top of this contract.
- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

- 3.1 Our Privacy Policy is available at www.bmsteels.co.uk
- 3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use

and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4 Ordering services from us

- 4.1 Below, we set out how a legally binding contract between you and us is made.
- 4.2 Any quotation given by us before you make an order for services is not a binding offer by us to supply such services.
- 4.3 Any quotation given by us shall be valid for a period of 30 calendar days from the date of its issue, unless we specify in the quotation that a different period is applicable.
- 4.4 When you place your order for services with us, this is when you offer to buy such services from us.
- 4.5 When you place your order with our representative, we will acknowledge it in person or by email. This acknowledgement does not, however, mean that your order has been accepted by us.
- 4.6 We may contact you to say that we do not accept your order. This is typically for the following reasons:
 - 4.6.1 we cannot carry out the services (this may be because, for example, we have a shortage of staff);
 - 4.6.2 we cannot authorise your payment;
 - 4.6.3 you are not allowed to buy the services from us;
 - 4.6.4 we are not allowed to sell the services to you; or
 - 4.6.5 there has been a mistake on the pricing or description of the services.
- 4.7 We will only accept your order when our representative confirms this to you by email (Confirmation Email). At this point:
 - 4.7.1 a legally binding contract will be in place between you and us; and
 - 4.7.2 we will start to carry out the services in the way you and we had agreed.
- 4.8 If you are under the age of 18 you may not buy services from us.
- 4.9 You shall:
 - 4.9.1 ensure that the details you provide to us are complete and accurate;
 - 4.9.2 co-operate with us in all matters relating to the services;

- 4.9.3 immediately notify us in writing, if you think there is a mistake or omission in any documents;
- 4.9.4 provide us, our employees, agents, consultants and subcontractors, with access to the proposed site and other facilities as reasonably required;
- 4.9.5 provide us with such information and materials as we may reasonably require in order to supply the services and ensure that such information is accurate in all material respects;
- 4.9.6 prepare the proposed site for the supply of the services; and
- 4.9.7 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the services are to start.

5 Right to cancel

- 5.1 You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the work is completed) during this period. This is further explained in clauses 5.5 and 5.6 below.
- 5.2 The cancellation period will expire after 14 days from the day of the confirmation of order email.
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by signed for post or email) using the contact details at the top of this contract.
- 5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.5 We will not start providing the services during the 14-day cancellation period unless you ask us to. You can request for us to start providing the services during the cancellation period by completing and signing the request form attached to this contract and giving it to our representative or sending it by post or email to the address provided at the top of this contract. By signing and returning the request form, you acknowledge that you will lose your right to cancel this contract once the services are fully performed (i.e. the work is completed). If you do not sign and return the request form, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.
- 5.6 This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the work is completed)



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during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.

- 5.7 This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this contract. See also clause 10 below.

6 Effects of cancellation

- 6.1 If you cancel this contract, we will reimburse to you all payments received from you unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:

6.1.1 for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or

6.1.2 the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (ie the work was completed) during the cancellation period.

- 6.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

- 6.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7 Carrying out of the services

- 7.1 We will carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, we will carry out the services within a reasonable time and time of performance of the services is not of the essence.

- 7.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:

7.2.1 you change the services (and this means we have to do extra work or wait for extra materials);

7.2.2 we have to wait for your other providers to complete their work before we are able to carry out the services;



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- 7.2.3 materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);
- 7.2.4 we cannot access the site at the times we agreed with you;
- 7.2.5 you have not prepared the site in the way we agreed with you; or
- 7.2.6 poor weather conditions.
- 7.3 When we carry out the services, we might not have all of the materials we need. This might be for a number of reasons, such as:
 - 7.3.1 we have not provided an estimate to you and cannot work out what materials are necessary until we start carrying out the services;
 - 7.3.2 where we have provided an estimate, it might not have been possible to work out what materials we needed at the time we provided the estimate to you and this might only be revealed when we start carrying out the services; or
 - 7.3.3 whether or not we have provided an estimate, the condition of an item or the area where the services are being carried out might become apparent only when we start carrying out the services and it might not have been possible to establish it until that point.
- 7.4 Any web shots, photographs, samples, drawings or advertising we issue and any illustrations contained on the estimate and/or quotation; in our catalogue or brochures or on our website, are produced solely to provide you with an approximate idea of the goods they describe.
- 7.5 If we are unable to carry out the services, or are prevented or delayed by any act or omission by you, or failure by you to perform any relevant obligation:
 - 7.5.1 we shall without limiting our other rights or remedies have the right to suspend performance of the services until you remedy the situation; and
 - 7.5.2 you shall reimburse us on written demand for any costs or losses incurred by us arising from such delay, omission, or failure, to include but not limited to plant, labour and travel costs incurred by us.
- 7.6 We shall not have any liability under or be deemed to be in breach of the contract for any delays or failures in performance of the contract which result from events beyond our reasonable control, including but not limited to strikes, lock-outs or other industrial action; civil unrest, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, or other natural disaster; impossibility of the use of railways,



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shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunication networks; or a pandemic or epidemic.

- 7.7 In the event of a matter described by clause 7.6 arising, we shall notify you in writing if the event causes a delay or failure in performing the services and when it ceases to do so. If our services are suspended as a result, we will continue to consult with you and will take reasonable steps to find a solution.

8 Payment

- 8.1 The price for the services shall be as set out in the quotation and/or Confirmation Email.
- 8.2 Prices are liable to change at any time, we reserve the right before completion of the Works to increase the price to reflect any increase in the cost to us which is due to any factor beyond our control including without limitation any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials or other costs, any change in delivery dates, quantities or specifications for goods or services requested by you, delay caused by any instructions of yours or failure of yours, in our sole opinion to provide adequate information or instructions regarding the works.
- 8.3 If your instructions change and there is a change to the services required, we reserve the right to increase the price for the services.
- 8.4 In the event that some services are incorrectly priced, or the price is higher than the price on our webpage, we will at our discretion contact you to either discuss the incorrect pricing or reject the order. If the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as an error, we do not have to provide the services to you at the incorrect (lower) price.
- 8.5 We only accept bank transfers. We do not accept cash, cheques, credit cards or debit cards.
- 8.6 We will do all that we reasonably can to ensure that all of the information you give us when paying for the services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 8.7 Unless otherwise agreed by us in writing, payment for the services will be made in accordance with the quotation and Confirmation Email.



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- 8.8 We will request payment in advance of the provision of the services by bank transfer to us.
- 8.9 If your payment is not received by us in accordance with clauses 8.7 and 8.8, we may charge interest on any balance outstanding at the rate of [4%] percentage points per year above Natwest Bank plc's base rate.
- 8.10 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 5 and 6.
- 8.11 All prices are in pounds sterling (£)(GBP) and exclude VAT, which may be chargeable thereon at the applicable rate.

9 Nature of the services

- 9.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The services that we provide to you must be carried out with reasonable care and skill. In addition:
- 9.1.1 where the price has not been agreed upfront, the cost of the services must be reasonable; and
- 9.1.2 where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.

10 Faulty services

- 10.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
- 10.1.1 speak with our representative and ask for our information sheet;
- 10.1.2 contact us using the contact details at the top of this contract; or
- 10.1.3 visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133.
- 10.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 10.3 If the services we have provided to you are faulty, please contact us using the contact details at the top of this contract.

11 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

12 Limitation on our liability

- 12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- 12.1.1 losses that were not foreseeable to you and us when the contract was formed;
 - 12.1.2 losses that were not caused by any breach on our part;
 - 12.1.3 loss of income or revenue;
 - 12.1.4 loss of profit;
 - 12.1.5 loss of anticipated savings;
 - 12.1.6 loss of data;
 - 12.1.7 business losses; or
 - 12.1.8 losses to non-consumers.

13 Assignment

- 13.1 You may not assign, subcontract or encumber any right or obligation under the contract, in whole or in part, without our prior written consent.
- 13.2 We can assign, subcontract and/or transfer all or any of our rights and obligations under the contract.

14 Notices

- 14.1 Any notice given by you or us under this contact shall be in writing and in English; be signed by, or on behalf of the party giving it; and be sent to us at Carnegie Steel Building Limited trading as BM Steels, The Beeches, Old Lane, Tatsfield, TN16 2LH and to you at the address provided on the quotation and Confirmation Email.
- 14.2 Notices may be given, and are deemed received:
- 14.2.1 by hand: on receipt of a signature at the time of delivery;
 - 14.2.2 by post: at 9.00am on the third business day after posting;



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14.2.3 by email: 24 hours after an email is sent to the correct address.

15 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

16 Disputes

16.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this contract.

16.2 Our Complaint Handling Policy can be accessed from our website.

17 General

17.1 If any provision of the contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the contract shall not be affected.

17.2 No failure, delay, or omission by us in exercising any right, power or remedy provided by law or under the contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

17.3 The laws of England and Wales apply to this contract.

17.4 Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.



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APPENDIX 1

REQUEST FORM FOR SERVICES TO BE PROVIDED DURING THE CANCELLATION PERIOD

If you would like to request for us to start providing the services during the 14-day cancellation period, please complete and sign the form below and hand it to our representative or send it by post to Carnegie Steel Buildings Ltd T/A BM Steels, The Beeches, Old Lane, Tatsfield, Tn16 2LH or by email to info@bmsteels.co.uk.

Request for services to be provided during the cancellation period

I/We* hereby request that Carnegie Steel Buildings Ltd T/A BM Steels starts supplying the agreed services within our order confirmation email during the 14-day cancellation period.

I/We* understand and acknowledge that I/we* will still have the right to cancel the contract during the 14-day cancellation period, but that if I/we* do so, I/we* will be required to pay for the services carried out by Carnegie Steel Buildings Ltd T/A BM Steels until I/we* told Carnegie Steel Buildings Ltd T/A BM Steels that I/we* wished to cancel the contract. This will be an amount which is in proportion to the services carried out by Carnegie Steel Buildings Ltd T/A BM Steels in comparison with the full coverage of the contract.

I/we* further understand and acknowledge that I/we* will lose the right to cancel the contract and will have to pay in full once the services have been fully performed (ie the work has been fully completed), even if this happens within the 14-day cancellation period.

Name of customer(s):

Address of customer(s):

Signature(s):

Date:

[*] Delete/insert details as appropriate.