

Terms & Conditions - Customers Online

OUR TERMS

1. THESE TERMS

1.1 This website is operated by BDC Windows. As a user of this website, you acknowledge that any use of this website including any transactions you make is subject to our terms and conditions as set out below.

1.2 What these terms cover. These are the terms and conditions on which we supply products to you.

1.3 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are The Bi-fold Door Company, trading as BDC Aluminium Windows. Company Registration Number 6712673

2.2 How to contact us. You can contact us by telephoning our customer service team at 01245 474747 or by writing to us at sales@bdcaluminium.co.uk or 7 Stepfield Industrial Estate, Witham, Essex CM8 3TH.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when we email you with an Order Acknowledgment, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because the product you have ordered is not capable of being manufactured by us, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.



4. OUR PRODUCTS

4.1 Products may vary slightly from their pictures. The images of the products on our website and in our brochures are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

4.3 Making sure your measurements and specifications are accurate. If we are making the product to measurements and specifications you have given us you are responsible for ensuring that these measurements and specifications are correct. You can find information and tips on how to measure on our website or by contacting us. Please also read clause 4.4 below.

4.4 Ensuring you take professional advice. You will not be entitled to end the contract with us as a result of your failure to provide us with accurate measurements and specifications for the products and we are not able to advise you upon these matters. You should therefore take appropriate professional advice (for example, from an architect or engineer) before placing your order.

4.5 Products not in our general range. Certain products (for example coloured products) are not in our general range and we will have to order them from a supplier. We have no control over the length of time it takes for the supplier to deliver those products to us and this may cause delays in the supply of your products to you (please see clause 7.3 below). You should therefore ensure that you take into account any potential delays in delivery in relation to any building or construction project timings as we will not accept any liability for any losses that arise out of delays in the supply of products for this reason.

5. YOUR RIGHTS TO MAKE CHANGES

5.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5.2 Because we make the products to your specific requirements, you will not be able to make changes to the product once it has been made.

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the products. We may change the product:

(a) to reflect changes in relevant laws and regulatory requirements; and

(b) to implement minor technical adjustments and improvements. These changes will not affect your use of the product.



6.2 More significant changes to the products and these terms. In addition, we may make more significant changes to the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. PROVIDING THE PRODUCTS

7.1 Delivery costs. The costs of delivery will be included in the price of the products.

7.2 When we will provide the products. During the order process we will let you know when we will provide the products to you. We will contact you with an estimated delivery date or to agree a delivery date, which will be within 12 weeks after the day on which we accept your order, but please see clause 7.3 below.

7.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event. An event outside our control will include:

(a) where there is damage to the products or parts we receive from our supplier; or

(b) where the products are damaged during transit; or

(c) where you have ordered a particular colour or finish to a product which is not in our general range and it takes longer than usual for us to receive the same from our supplier (see clause 4.5 above).

7.4 Collection by you. If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 8.30am and 4pm on weekdays (excluding public holidays). Please contact us at least 48 hours before arrival so that we have sufficient time to prepare your product for collection.

7.5 If you are not at home when the product is delivered. If no one is available at your address to take delivery, we will contact you to rearrange delivery or collect the products from our premises. You will be charged for the cost of the unsuccessful delivery.

7.6 If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.

7.7 When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organized by you collect it from us.

7.8 When you own goods. You own a product which is goods once we have received payment in full and they have been delivered to you.



7.9 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, product specifications and your address/contact details. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.10 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 6).

7.11 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 12.3) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.5).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 Ending your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or to get some or all of your money back), see clause 11;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;
- (c) If you have just changed your mind about the product. Because the product is made to your specific requirements, you do not have any right to end the contract once your order is accepted in accordance with clause 3.1.;
- (d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.3.

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you



in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming material or significant change to the product or these terms which you do not agree to (see clause 6.2);
- (b) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 6 weeks; or
- (c) you have a legal right to end the contract because of something we have done wrong.

8.3 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), we may be prepared to end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. Because the product is made to your specific requirements, you do not have any right to end the contract once your order is accepted in accordance with clause 3.1. If we agree to end the contract, we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract. In the event that the products have been made, this will be the price of the products in full.

9. HOW TO END THE CONTRACT WITH US

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) Phone or email. Call customer services on 01245 474747 or email us at sales@bdcaluminium.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) By post, simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must allow us to collect them from you. Please call customer services on 01245 474747 or email us at sales@bdcaluminium.co.uk to arrange collection.

9.3 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

9.4 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described above.



9.5 When your refund will be made. We will make any refunds due to you as soon as possible and in any event within 14 days from the day on which we collect the product back from you.

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, product specifications and your address/contact details;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 14 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

11.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us within 3 working days from delivery. You can telephone our customer service team at 01245 474747 or write to us at sales@bdcaluminium.co.uk or 7 Stepfield Industrial Estate, Witham, Essex CM8 3TH. Alternatively, please speak to one of our staff at our offices.

12. PRICE AND PAYMENT

12.1 Where to find the price for the product. The price of the product (which exclude VAT) will be the price indicated on the order pages when you placed your order. We take reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.



12.4 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know.

13. OUR RESPONSIBILITY FOR LOSS AND DAMAGE SUFFERED BY YOU

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987

13.3 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

14.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

14.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

15. OTHER IMPORTANT TERMS



The Bi-Fold Door Company Limited trading as BD Aluminium
Company Registration Number 6712673 • VAT No. 885270418



BDC ARCHITECTURAL ALUMINIUM

7 Stepfield Industrial Estate, Stepfield, Witham, Essex CM8 3TH • Tel: 01245 474747 • Email: info@bdcaluminium.co.uk

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

15.2 You need our consent to transfer your rights to someone else (except that you can always transfer our 10 year guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if following an inspection of the product by us, we are not satisfied that the product has been well maintained or is in a poor condition. However, you may transfer our 10 year guarantee to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by providing evidence of their identity and address.

15.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 15.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

15.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.



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