

These terms and conditions (together with the documents referred to in them) tell you the terms and conditions on which we supply any of the products (Products) listed on our website <http://www.bcsgroup.co.uk> (our site) to you. Please read these terms and conditions carefully and make sure that you understand them, before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

1. INFORMATION ABOUT US

1.1 We operate the website <http://www.bcsgroup.co.uk>. We are Barhale Construction Services Limited, a company registered in England under company 01808140, trading as BCS Group. Our registered office address is Barhale House, Bescot Crescent, Walsall, West Midlands, WS1 4NN. Our VAT number is 271 8044 08.

2. SERVICE AVAILABILITY

2.1 We do not accept orders from addresses outside the European Economic Area.

3. YOUR STATUS

By placing an order through our site, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (Dispatch Confirmation). The contract between us (Contract) will only be formed when we send you the Dispatch Confirmation.

4.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

5. CONSUMER CANCELLATION RIGHTS

- 5.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days following your receipt of the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 10 below).
- 5.2 To cancel a Contract, you must inform us in writing. You must also return the Products to us as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.
- 5.3 Nothing in these terms and conditions affects your statutory rights as a consumer. This clause 5 only applies if you are contracting as a consumer.

6. AVAILABILITY AND DELIVERY

- 6.1 Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Dispatch Confirmation, unless there are exceptional circumstances. If you are contracting as a consumer, delivery will be made within 30 days of the date of the Dispatch Confirmation.
- 6.2 Delivery of goods shall either be made to your premises or, if some other place for delivery is agreed, by us delivering the goods to that place. When goods are delivered to your premises it shall be your responsibility to ensure adequate vehicle access to the delivery point and to provide all necessary labour to off-load the goods.
- 6.3 If you fail to accept delivery of the goods within three business days of the Company notifying you that the goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or your failure to comply with its obligations under the Contract:
 - (a) delivery of the goods shall be deemed to have been completed at 9.00 am on the third business day after the day on which the Company notified the you that the goods were ready; and
 - (b) the Company shall store the goods until delivery takes place, and charge you for all related costs and expenses (including insurance).
- 6.4 If 10 business days after the day on which the Company notified you that the goods were ready for delivery you have not accepted delivery of them, the Company may resell or otherwise dispose of part or all of the goods, and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the goods or charge you for any shortfall below the price of the goods.

6.5 Time shall not be of the essence of the contract and any dates quoted for delivery of the goods are approximate only. The Company shall not be liable for any delay in delivery of the goods howsoever caused. The Company shall have the right to withhold delivery of goods if you are in default of this or any other contract with the Company.

7. SAMPLES

- 8.1 Samples can be supplied at your request and are charged as non-returnable. Samples show only the general character of the goods without any warranty to their exact quality
- 8.2 Samples are produced for the sole purpose of giving an approximate idea of the goods described in them and shall not form part of the contract or have any contractual force.

8. RISK AND TITLE

- 8.1 The Products will be your responsibility from the time of delivery.
- 8.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products all other sums due to us from you, including delivery charges.
- 8.3 Until the transfer of the property you shall (a) store the goods in a manner which distinguishes them from your other goods; and (b) (provided the goods are still in existence and have not been resold), the Company shall be entitled at any time to require you to deliver up the goods to the Company and, if you fail to do so forthwith, to enter upon any of your premises or of any third party where the goods are stored and repossess the goods subject to making good any damage thereby caused.

9. PRICE AND PAYMENT

- 9.1 The price of the Products and our delivery charges will be as quoted on our site from time to time, or, if different, in our acceptance of your order, except in cases of obvious error.
- 9.2 Product prices will detail any applicable VAT. If the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 9.3 Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.
- 9.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you that we are rejecting it.
- 9.5 If the pricing error is obvious and unmistakable and could have reasonably recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price.
- 9.6 Payment for all Products must be by credit or debit card, PayPal, or any other means accepted by us from time to time.

10. OUR REFUNDS POLICY

- 10.1 If you return a Product to us:
 - (a) if you are contracting as a consumer, because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 5.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day on which you gave us notice of cancellation. In this case, we will refund the price of the Product in full, and any applicable delivery charges. However, you will be responsible for the cost of returning the item to us.
 - (b) for any other reason (for instance, because you have notified us in accordance with clause 24 that you do not agree to a change in these terms and conditions or in any of our policies, or because you consider that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund. We will refund the price of a defective Product in full, any applicable delivery charges and any reasonable costs you incur in returning the item to us.
- 10.2 We will refund any money received from you, normally by using the same method originally used by you to pay for your purchase.

11. WARRANTY

- 11.1 We warrant to you that any Product purchased from us through our site will, on delivery and for the following 12 months, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.
- 11.2 If a Product comes with a manufacturer's guarantee or warranty, please refer to the guarantee or warranty for details.

12. OUR LIABILITY TO A BUSINESS

- 12.1 Subject to clause 12.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products and, subject to clause 12.2, any losses that you suffer as a result of our failure to comply (whether arising in contract, delict (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.
- 12.2 Subject to clause 12.3 we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:
- (a) loss of income or revenue;
 - (b) loss of business;
 - (c) loss of profits;
 - (d) loss of anticipated savings;
 - (e) loss of data; or
 - (f) waste of management or office time.
- However, this clause 12.3 will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive of this clause 12.2.
- 12.3 We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d) defective products under the Consumer Protection Act 1987; or
 - (e) any deliberate breaches of these terms and conditions that would entitle you to terminate the Contract; or
 - (f) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
- This clause 12 does not apply if you are contracting as a consumer. Please see clause 13.

13. OUR LIABILITY TO A CONSUMER

- 13.1 If we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.
- 13.2 We only supply the Product for private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.3 We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples)
 - (e) defective products under the Consumer Protection Act 1987; and
 - (f) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
- If you are contracting as a business, this clause 13 does not apply. Please see clause 12.

14. IMPORT DUTY

- 14.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 14.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

15. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

16. NOTICES AND COMMUNICATIONS

All notices given by you to us must be given to Barhale Construction Services Limited at Barhale House, Bescot Crescent, Walsall, West Midlands, WS1 4NN. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 15 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

17. TRANSFER OF RIGHTS AND OBLIGATIONS IF YOU ARE A BUSINESS

- 17.1 The contract between you and us is binding on you and us and on our respective successors and assignees.
- 17.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 17.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.
- This clause 17 does not apply if you are contracting as a consumer. Please see clause 18.

18. TRANSFER OF RIGHTS AND OBLIGATIONS IF YOU ARE A CONSUMER

- 18.1 We may transfer our rights and obligations under these terms and conditions to another organisation, but that will not affect your rights or our obligations under this Contract.
- 18.2 You may only transfer your rights and obligations under this Contract if we agree to this in writing.
- This clause 18 does not apply if you are a business. Please see clause 17.

19. EVENTS OUTSIDE OUR CONTROL

- 19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
- 19.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) strikes, lock-outs or other industrial action;
 - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (e) impossibility of the use of public or private telecommunications networks;
 - (f) the acts, decrees, legislation, regulations or restrictions of any government; and
 - (g) pandemic or epidemic.
- 19.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

20. WAIVER

- 20.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- 20.2 A waiver by us of any default will not constitute a waiver of any subsequent default.
- 20.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 16 above.

21. SEVERABILITY

If any court or competent authority decides that any of the provisions of these terms and Conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

22. ENTIRE AGREEMENT

- 22.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.
- 22.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.
- 22.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.
- 22.4 Nothing in this clause limits or excludes any liability for fraud.
If you are contracting as a consumer, this clause 22 does not apply. Please see clause 23.

23. OUR CONTRACT WITH YOU

If you are contracting as a consumer, we intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

If you are contracting as a business, this clause 23 does not apply. Please see clause 22.

24. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 24.1 We have the right to revise and amend these terms and conditions from time to time, including but not limited to changes to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 24.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

25. LAW AND JURISDICTION

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England.

26. THIRD PARTY RIGHTS

A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them.