

Terms and Conditions

Updated 19 May 2021

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 020 8563 2373 or email us on info@bi-construction.com.

1. **Application** - These terms and conditions will apply to the purchase of the services and goods by you (The Customer or you)
2. We are **Building Intelligent Construction Ltd** - a company registered in England and Wales under number 00517362 whose registered office is at Unit 410 Britannia House, 1-11 Glenthorne Road, London, W6 0LH with telephone number (020 8563 2373) (the Supplier or us or we)
3. These are the terms on which we sell all Services to you. By ordering any of the services, you agree to be bound by these Terms and Conditions
4. **Interpretation** - Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
5. Contract means the legally-binding agreement between you and us for the supply of the Services;
6. Delivery Location means the supplier's premises or other location where the Services are to be supplied, as set out in the Order;
7. Goods means any goods that we supply to you with the Services, of the number and description as set out in the Order;
8. Order means Customer's order for the Services from the Supplier as set out overleaf;
9. Services means that the services, including any Goods, of the number and description set out in the Order.
10. **Services** - The description of the Services and any Goods is as set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in size or colour of any Goods supplied.
11. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
12. All services are subject to availability.
13. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.
14. **Customer Responsibilities** - You must cooperate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents ((unless otherwise agreed).
15. Failure to comply with the above is a customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.
16. **Basis of Sale** - The description of the Services and any goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to see the Services or Goods.

17. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
18. A contract will be formed for the Services ordered, only upon the Supplier's written acceptance of the Order or, if earlier, the Supplier's delivery of the Services to the Customer.
19. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 28 days from its date, unless we expressly withdraw it at an earlier time or extend it at a later time. Any quotation or estimate of Fees includes a figure and time frame estimated by us prior to start Delivery of the Goods or Services.
20. Any quotation or estimate of Fees (as defined below) is not an invoice and is subject to change with regards to change in the prices of Goods and additional services where applicable.
21. Invoice is not the same as Quote or Estimate. Invoice is not the same as receipt, which is acknowledgement of payment. Invoice is a final figure that includes calculations of all provided Services and Goods required to deliver Services and Goods and are subject to change in accordance with changes to cost of Goods, Services, Customer requirements, Duration, Circumstances beyond our control.
22. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
23. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Supplier's business premises, and where the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so we can provide you. Eg by giving cancellation rights pursuant to consumer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.
24. **Fees and Payment** - The fees (Fees) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out in our price list current at the date of the Order or such other price we may agree in writing. Prices for Services may be calculated on a fixed fee, variable fee or on a standard rate basis.
25. Fees and charges exclude VAT at the rate applicable at the time of the Order.
26. Payment for Services must be made in either full or in instalments. An upfront payment of 50% must be paid by using our website integrated online payment system or by bank transfer. The remaining balance for smaller scale projects must be paid within 5 working days after full delivery of the Services. Larger scale project balance payment terms are subject to an agreement between the Seller and the Customer where applicable.
27. Types of Payment - The remaining balance must be paid in full one week before the end of delivery of the Services period. A periodical minimum instalment payment policy apply where applicable and payment plan can be provided to the Customer after the initial deposit was made.
28. Delivery - we will deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement:
 - a) In the case of Services, within a reasonable time; and
 - b) In the case of Goods, without undue delay.
29. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount.
30. **Health and Safety** - The Seller follows legal requirements for CDM Regulations 2015 and understands all the consequences of failure to comply with the act.

31. **Warranty** - The Seller provides guarantee of the Services and Goods provided for up to 12 months post-completion of the Services and provision of Goods where applicable. Products and services under the Seller's guarantee are repaired at no extra cost exempt the cases where it is the Customer's fault that caused damage or cases beyond the Seller's or the Customer's control (eg. climate changes, violent intrusion to the premises). Goods purchased by the Seller required for provision of the Services under common agreement between the Seller and the Customer are exempt from the Seller's guarantee and are subject to relevant measures of maintenance and care as stated per User Guide of the Goods merchant.
32. **Withdrawal** - You can withdraw the Order by telling us before the Contract is made, before the Goods required to fulfil the services were purchased (ordered) and before the project start.
33. You cannot withdraw the Order after the start day if you simply change your mind and without incurring any liability. You will become liable for the cost of Good purchased to fulfil the Order and a cancellation fee.
34. **Duration, termination and suspension** - the contract continues as long as it takes us to perform the Services.
35. Either you or we may terminate the Contract or suspend the Services at any time by written notice of termination or suspension to the other if that other:
 - a) Commits a serious breach, a series of breaches resulting in serious breach of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - b) Is subject to any step towards its bankruptcy or liquidation
36. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected
37. **Successors and our subcontractors** - Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any subcontractors who it chooses to help perform its duties.
38. **Circumstances beyond the control of either party** - In the event of any failure by a party because of something beyond its reasonable control:
 39. The party will advise the other party as soon as reasonably practicable; and
 40. The party's obligations will be suspended so far as is reasonable, provided that party will act reasonably, and the party will not be liable for any failure which is it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery.
41. **Excluding liability** - We do not exclude liability for: (i) any fraudulent act or omission; (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the same time when Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.
42. **Governing law, jurisdiction and complaints** - The Contract (including any non-contractual matters) is governed by the laws of England and Wales.
43. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
44. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within five working days. We may involve independent authorities where necessary (eg Federation of Master Builders, British Board of Agreement).