

Metcat App Terms and Conditions

1. Who we are

Metcat Ltd is a company registered in England and Wales (company number 07980440) with its registered address at Ground Floor, Custom House, Waterfront East, Brierley Hill, West Midlands, England, DY5 1XH (“**we**”, “**us**”, “**our**”).

We provide services such as purchasing, collecting and processing of scrap metals (“**Services**”). For more details around the Services we provide, please see [Metcat > Services](#).

2. Your relationship with us

These terms and conditions (“**Terms**”) govern your use of our ‘Metcat’ mobile application (“**App**”), the Content (defined below) and the Services we provide to you. “**You**” or “**your**” means the user of the App, Content and/or Services. By using the App, you agree that these Terms and any terms and conditions incorporated into them ([[Privacy Policy](#) our [Cookie Notice](#) – and our [Data Protection Terms](#)) constitute a binding agreement between you and us. (See www.Metcat.com for all policies)

You must be aged 18 or over to accept these Terms and use the App. If you agree to these Terms on behalf of a business or organisation, you confirm that you have the right to enter into these Terms on its behalf.

3. How to contact us

For general enquires, you can contact us by:

Email: support@metcat.com

Phone: 01902 458992 or 07538 131905

Web form: <https://www.metcat.com/contact>

If we have to contact you, we will do so by email or telephone, using the contact details you have provided to us.

4. What you can do on the App and how to access our Services

We operate the App for you to view our daily metal trading prices (“**Content**”). The Content (including any pricing details) is provided to you for informative and indicative purposes only and we reserve the right to amend the Content displayed in the App at any time and at our sole discretion. The prices shown in the App are exclusive of: a) VAT and other applicable taxes; and b) other additional costs that may be necessary in order for us to deliver the Services (for example, transport costs for collection and delivery in some instances). You will be responsible for any such taxes and additional costs.

Please note that in order to enquire about our Services, you will need to contact us via email at sales@metcat.com or telephone using the telephone numbers set out at section 3 of these Terms. You cannot access the Services via the App. For the avoidance of doubt, the final pricing in relation to the Services will be confirmed to you at the point at which we agree the terms of sale.

5. Data Protection and Privacy

1. We are committed to protecting your personal data and processing it in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Full details of how we collect, use, store, and share your personal data, together with information about your rights as a data subject, can be found in our Privacy Policy [insert link], which forms part of these Terms.

2. We use cookies and similar tracking technologies when you access our website and app. Further information about the cookies we use, the purposes for which we use them, and how you can manage your cookie preferences can be found in our Cookie Policy [insert link].

Where our relationship with you involves the sharing or processing of personal data, the applicable Data Protection Terms [insert link] form part of these Terms and shall be read and construed together with them. In the event of any conflict between the Data Protection Terms and any other provision of these Terms, the Data Protection Terms shall prevail in respect of data protection matters.

3. By accessing or using our Services, you acknowledge that you have read and understood our Privacy Policy and, where applicable, our Data Protection Terms. Where we rely on your consent as the lawful basis for any processing, such consent will be obtained separately and in accordance with the requirements of UK GDPR.

6. How to use the App

To use the App, you should a) download the App from either the Apple App Store or the Google Play Store; and b) create an account with us by registering on the landing page of the App ("**Account**"). Please note that your use of the App is subject to you creating an Account, us verifying the details you provide to us and us approving your Account. We reserve the right to reject your Account for any reason in our sole discretion. You will be notified via SMS, WhatsApp or email once your Account has been approved and you can start to use the App. You must not give others access to your Account or transfer your Account to anyone else without our permission. If you are operating as a business with more than one employee that requires access to the App, please notify us and we will arrange individual Accounts to be set up for you.

We reserve the right to cancel, suspend or restrict your Account at any time without notice to you if we have reason to believe that a) you have breached or are about to breach these Terms; or b) the information you have provided to us for verification reasons is inaccurate, suspicious or fraudulent.

7. App trial period and Fee

The App is free of charge to use during the initial trial period we offer. After the trial period ends, you will need to contact us via the details at section 3 above in order to

continue using the App and your further use of the App is subject to a fee ("**App Fee**"). If you have previously used our Services within the last 12 months, we may (but are not obliged to) waive the App Fee.

We reserve the right to amend the trial period and App Fee from time to time but we will notify you in writing if this impacts your use of or access to the App.

8. Changes to these Terms

We may need to change these Terms from time to time. If we make material changes to these Terms, then we will endeavour to give you reasonable advance notice of such material changes which will impact you and the date they will come into effect. If you do not accept the notified changes, you will not be permitted to continue using the App and the Content.

9. Update to the App and changes to the Services

From time to time we may automatically update the App and change the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Content.

10. App Store Terms also apply

The ways in which you can use the App may also be controlled by the Apple App Store and/or Google Play Store rules and policies ("**App Store Terms**"). In the event of any inconsistencies between the App Store Policies and these Terms, the App Store Policies will apply.

9. We are not responsible for other websites you link to

From time to time, the App may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

10. Intellectual Property Rights

All intellectual property rights in the App and Content are owned by or licensed to us. We grant you a non-exclusive, limited, non-transferable, non-sublicensable, revocable, right to access and use the App and Content within Europe solely as described in these Terms. You otherwise have no intellectual property rights in, or to, the App or the Content.

By creating an Account and using the App, you grant us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide licence to use your name, company name and/or trading name for the purposes of marketing and promoting the App and/or the Services.

11. Your use of the App and Services

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Content in any form, in whole or in part to any person without prior written consent from us;
- not copy or download any part of the App or Content, except as part of the normal use of the App;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Content nor permit the App or the Content or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Content on devices as permitted in these Terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Content nor attempt to do any such things; and
- comply with all applicable laws, regulations and requirements, including but not limited to UK laws relating to scrap metal trading, anti-money laundering and taxation (which includes compliance with HMRC requirements such as VAT registration, reporting and payment obligations, where applicable).

12. Acceptable use restrictions

You must not:

- use the App or any Content in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Content or any operating system;
- infringe our intellectual property rights or those of any third party in relation to your use of the App or any Content;
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Content;
- use the App or any Content in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- collect or harvest any information or data from any Content or our systems or attempt to decipher any transmissions to or from the servers running the App.

13. Loss or damage suffered by you

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and use at the time we entered into this agreement. Our total aggregate liability to you arising out of or in connection with these Terms or the Services, whether in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise, shall not exceed an amount equal to the total fees actually paid by you to us in the three (3) months immediately preceding the claim.

We supply the App and Content to you for informative and indicative purposes with regards to the Services we offer. You agree not to use the App and/or Content for any other commercial, business or resale purposes, and for the avoidance of doubt, should you use the App and/or Content except as expressly permitted in these Terms, we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

We do not in any way exclude or limit 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 or for fraud or fraudulent misrepresentation.

The App and the Content are provided for informative and indicative purposes only and do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Content. Although we make reasonable efforts to update the Content and other information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date (including with regards to your subsequent use of our Services).

We are not responsible for events outside our control. If our provision of or support for the App or the Content is delayed by an event outside our control then we will endeavour to contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

14. Suspending or ending your rights to use the App and Content

We may end your rights to use the App and Content at any time without notice (but always acting reasonable and objectively), if:

- we have grounds to believe you have breached or are about to breach these Terms;
- we are legally required to do so; or

- it is necessary to deal with a serious technical, operational or security issue.

If we end your rights to use the App and Content:

- You must stop all activities authorised by these Terms, including your use of the App and any Content; and
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have.

15. Transfer of rights

These Terms, and any rights and obligations granted in them, cannot be transferred by you but may be transferred by us. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.

16. Other important terms

Our agreement is between you and us and no other person shall have any rights to enforce its terms.

Each paragraph of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17. Governing law and dispute resolution

We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with your customer experience (whether with the App or otherwise) or any other matter, please contact us as soon as possible by emailing support@metcat.com.

These Terms are governed by the laws of England Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction to resolve any dispute or claim arising out of or in connection with these Terms.