

BGM Heating and Plumbing Limited - Our Terms

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or our services. These terms explain how we deal with each other when we install, service, repair or upgrade any central heating and/or hot water installations in your property.

Please note that these terms do not cover BGM Care Plan. If you are purchasing BGM Care Plan, please ask for a copy of the BGM Care Plan terms and conditions. In the event of a conflict between these terms and the BGM Care Plan terms, these terms shall prevail (to the extent of the conflict).

- 1.2 **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 services and goods 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 or you have any questions about the content, please contact us to discuss before you accept any quote from us (please see below Section 3).

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are BGM Heating and Plumbing Limited a company registered in England and Wales. Our company registration number is 05121669 and our registered office is at 30 Bartholomew Street, Newbury, Berkshire, RG14 5LL. Our registered VAT number is GB857293193.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team on 01635 866 899 or by writing to us via email or post to 30 Bartholomew Street, Newbury, Berkshire, RG14 5LL.
- 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 **Providing a quote to you.** All quotes provided to you are valid for 28 days and are subject to the work taking place within 90 days of the quotation. After this time, your quote will no longer be valid and you will need to get another quote. If you're happy with the quote and wish to proceed, you will need to place an order with us by email at admin@bgmheatingandplumbing.com. If you do not use email we will ask that you manually sign and date (written or electronically) your quotation.
- 3.2 **How we will accept your order.** Once you have placed an order, our acceptance will take place when we contact you by phone or email to accept it, at which point a contract will come into existence between you and us.
- 3.3 **If we cannot accept your order.** If we're unable to accept your order, we will inform you of this and will not charge you for any goods or services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements or because we have identified an error in the price or description of the services.
- 3.4 **Your order number.** We will assign a 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.
- 3.5 **We only sell to the UK.** Our website, catalogue and brochure are solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. YOUR RIGHTS TO MAKE CHANGES

- 4.1 If you wish to make a change to the services at any time please contact us. We will let you know if the change is possible. If it is possible, we will let you know if the change will impact the quote we provided and the order we agreed, including any change to the price we need to charge for the services and the timescales for delivery. We will ask you to confirm whether you're happy with the revised order and wish to go ahead with the change in service. If we cannot facilitate the change, or the consequences of making the change are unacceptable to you, you may want to end the contract (see Section 8).

5. OUR RIGHTS TO MAKE CHANGES

- 5.1 **Minor changes to the good and services.** We may change the goods or services at any time and without notice to you for the following reasons:

- (a) to reflect changes in relevant laws and regulatory requirements;
- (b) to implement minor technical adjustments and improvements; and
- (c) to reflect minor operational changes, for example a change in the BGM personnel carrying out the services.

These changes will not affect your use of the goods or services or the price we have agreed with you.

- 5.2 **More significant changes to the goods and services and these terms.** If we need to make any other change to these terms or the goods and services we will notify you in writing. If you're not happy with these changes you can end the contract with us (see Section 8) and we will provide you with a full refund for any goods and services you have paid for in advance but will not be delivered because the contract is ending.

More information can be found in the description of our services available on our website www.bgmheatingandplumbing.com.

6. PROVIDING GOODS AND SERVICES

- 6.1 **The goods we provide.** If you are purchasing goods as part of the service to you, the applicable goods will be as outlined in the quote we agreed during the order process in accordance with these terms and conditions.

- 6.2 **When you become responsible for the goods.** Goods will be your responsibility from the time we fit the goods at your property.

- 6.3 **When you own goods.** You own any goods once we have received payment in full.

- 6.4 **The services we provide.** We will carry out the work set out in the quote we agreed during the order process in accordance with these terms and conditions.

- 6.5 **When we will provide the services.** We will supply the services to you from the date agreed with you during the order process until we have completed the services. We will advise you of the estimated completion date for the services during the order process. The services will only be carried out during our normal working hours, which are 8am to 8pm on Monday to Friday (excluding public holidays). Our arrival times are a guide only. We will try to arrive at the agreed time, but will notify you if we are running late or early (by phone, text message or email).

- 6.6 **We are not responsible for delays outside our control.** If our performance of the services is affected 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. Circumstances outside of our control may include fire, poor weather conditions, industrial disputes, accidents, labour strikes or lock outs, (excluding those involving our staff) war and/or the discovery of animals at your property that could be subject to special protection. Provided we notify you and take steps to minimise the effect of the delay, we will not be liable for delays caused by the event. If there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received (see Section 8).

6.7 **If you do not allow us access to provide services.** We need access to your property to carry out the services. If you have asked us to provide the services to you at your property and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result (at our discretion). These costs may include travel expenses, lost labour and materials costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and Section 9 of these terms will apply.

6.8 **Given the nature of the work we provide it is important that an adult (over 18 years old) is present at the property** whilst the services are being performed if children (under 18 years old) are also present. If no adult is present at the property when we arrive to supervise children whilst we perform the services we will be unable to provide the services and we may charge you additional costs incurred by us as a result (at our discretion). These costs may include travel expenses, lost labour and materials costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property, we may end the contract and Section 9 of these terms will apply.

6.9 **What will happen if you do not provide required information to us?** We will need certain information from you so that we can provide the services to you, for example, correct name, address and contact details. More information can be found on our website here: www.bgmheatingandplumbing.com.

6.10

If you fail to provide us with this information within a reasonable time of us asking for it, or you provide us with incomplete or incorrect information, we may either end the contract (see Section 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

6.11 **Reasons we may suspend the services. We may have to suspend the services to:**

- (a) to deal with technical problems (including the discovery of dangerous waste materials, such as asbestos) or make minor technical changes;
- (b) to update the services to reflect changes in relevant laws and regulatory requirements;
- (c) to make changes to the services as requested by you or notified by us to you (see Section 5);
- (d) in the event you fail to pay us for the services when payment is due (see Section 6.8);
- (e) to await the delivery of any goods required to carry out the services; or
- (f) in the event of personnel issues or family emergencies.

Even where we suspend the services, we will not leave the property in an uninhabitable or dangerous condition.

6.12 **Your rights if we suspend the services.** We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 7 days we may offer a discount of the price at our sole discretion. If you are not happy with the revised price, you may contact us to end the contract and we will refund any sums you have paid in advance for services not provided to you (see Section 8).

6.13 **We may also suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to (see Section 11.4) and you fail to make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending provision of the services for this reason. We will not suspend the services where you dispute the unpaid invoice (see Section 11.6). We will not charge you for the services during the period for which they are suspended but we may charge you interest on your overdue payments (see Section 11.5).

7. YOUR OBLIGATIONS

7.1 **If you are a tenant you may need your landlord's permission to carry out the services under this contract.** We will assume that you have obtained such permission. We shall not have any liability for

any loss suffered as a result of your failure to obtain such permission. You will compensate us for any losses we suffer because of your failure to get your landlord's permission.

- 7.2 **We may require you to take up all or some carpets and floor coverings (or move furniture, belongings or provide access) before we start providing the services**, including tongue and grooved, parquet, hardwood, rubber or tiled floors. We will give you as much notice as possible if we need you to do so. In such a case, it will be your responsibility to replace the flooring when the work is completed. You may decide to call a specialist contractor to do this work for you, at your own expense. If we arrive at your property to provide the services and you have not complied with our instructions to remove carpet or floor coverings (or move furniture, belongings or provide access) we will be unable to perform the services. In this case we will re-schedule the date for performance of the services and we may, at our discretion, charge you any additional costs incurred by us in consequence of us having to re-schedule. These costs may include travel expenses, lost labour and materials costs.
- 7.3 **If your property is a listed building, it is your responsibility to make sure that you get any permission (including planning permission) you need before we start the work.** We may need evidence from you that you have got this permission. We may not be able to start any work if you have not got the appropriate permission or if you are unable to give us evidence that you have this permission. If we carry out work at your property and you have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to get the permission you needed, which may include court fines and penalties.
- 7.4 **Adequate gas and electricity supply** at your property will be required before we can provide you with the services. If needed, we can provide contact details of a gas or electricity supplier for your property.
- 7.5 **BGM Heating and Plumbing Limited only provide services on natural gas and liquefied petroleum gas (LPG) boilers/systems.** We will only quote on this basis. If we discover the boiler/system you have asked us to install, service, repair or upgrade is not a natural gas or liquefied petroleum gas boiler or system we will not be able to perform the agreed services and we may end the contract and Section 9 of these terms will apply. We are not liable for any costs incurred due to our inability to work on boilers/systems that we are not trained or qualified to work on. Full details of the services we provide and our list of qualifications can be found on our website: www.bgmheatingandplumbing.com

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 **You may contact us at any time to end the contract for the goods and services**, but in some circumstances we may charge you certain sums for doing so, as described below.
- 8.2 **Exercising your right to change your mind (Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013).** If you have bought the goods and/or services via our website, on the telephone or by email, you have 14 days after the day we contact you to confirm we accept your order to change your mind and end the contract. However, once we have completed the services and goods have been installed in your property, you cannot change your mind, even if the services are completed within this 14 day period. If you tell us you want to end the contract after we have started the services or installation of goods in your property, you must pay us for the goods and services provided up to the time you tell us that you have changed your mind and want the contract to end. This right does not apply to goods that are bespoke or made to measure which have been ordered by us specifically to meet your requirements (please see Section 8.6 for more information) or urgent repairs or maintenance (please see Section 8.7 for more information).
- 8.3 **What happens if you have good reason for ending the contract?** Even if you do not have a right to change your mind under Section 8.2, you may still end the contract before the goods and services are provided by telling us. If you are ending the contract for a reason set out at (a) to (f) below the contract will end immediately and we will refund you in full for any payments you have made in advance relating to any goods or services which have not been provided or for any services that have not been properly provided, but this may be subject to deductions (for example, any costs we incur in returning the goods to our suppliers). The relevant reasons are:

- (a) we have seriously broken our duties to you as set out in these terms;

- (b) we have told you about an upcoming change to the services or these terms which you do not agree to (see Section 5.2);
- (c) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (d) there is a risk the goods or services may be significantly delayed because of events outside our control;
- (e) we suspend the services due to technical problems, or notify you are going to suspend them for technical problems, in each case for a period of more than 30 days (see Section 6.10(a) for further information); or
- (f) you have a legal right to end the contract because of something we have done wrong.

8.4 **What happens if you end the contract without a good reason?** If you do not have a right to change your mind under Section 8.2, you may still end the contract before the services are completed by telling us. We will refund any advance payment you have made for goods (except those that are bespoke or made to measure) which will not be provided to you because the contract is ending, although you may have to pay for the costs we incur in returning the goods to our suppliers. We may also charge you reasonable compensation for the costs we will incur as a result of you ending the contract, which may include the full cost of the labour required to provide the services. We shall be entitled to offset any refund due to you against any compensation you owe to us.

8.5 **When your refund will be made.** We will make any refunds due to you as soon as possible. We aim to make a refund within 14 days of you telling us you have changed your mind and want to end the contract.

8.6 **What about bespoke or made to measure goods?** If you have purchased bespoke or made to measure parts to allow us to carry out the services, you will be charged for these (including any delivery/handling charges) whether the goods are fitted or not, as these are usually specific to a boiler system and cannot be re-used or sold elsewhere. As outlined in Section 8.2, the 14 day cancellation period does not apply to bespoke or made to measure goods.

8.7 **What about urgent repairs or maintenance?** If you have requested a visit for urgent repairs or maintenance, you will not have a right to cancel the contract for the visit or for parts used in the repair or maintenance.

8.8 **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 01635 866 899 or email us at admin@bgmheatingandplumbing.com. Please provide your name, home address, order number and, where available, your phone number and email address.
- (b) **Post.** Write to us at 30 Bartholomew Street, Newbury RG14 5LL, including your order number and your name and address.

9. OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you fail to make payment within 7 days of us reminding you that payment is due;
- (b) your existing boiler or system is not a natural gas and liquefied petroleum gas (LPG) boiler or system (see Section 7.5 for further information);
- (c) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, correct name, address and contact details;

- (d) you do not, within a reasonable time, give us access to your property to enable us to provide the services to you;
- (e) there is no adult present at the property to supervise children also present when we attend to provide the services, as required by Section 6.8;
- (f) you do not, within a reasonable time, remove carpets **or** floor coverings, move furniture or belongings or otherwise provide access to enable us to provide the services to you;
- (g) a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing (see Section 11.3); or
- (h) you are aggressive, use bad language or exhibit threatening behaviour towards our personnel.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in Section 9.1 we will refund any money you have paid in advance for services we have not provided. We may charge you reasonable compensation for the costs we will incur as a result of you breaking the contract, which may include the full cost of the labour required to provide the services. We shall be entitled to offset any refund due to you against any compensation you owe to us.

9.3 **We may stop providing the goods and/or services.** We may write to you to let you know that we are going to stop providing the goods and services as a business. We will let you know at least 7 days in advance of our stopping the services and will refund any sums you have paid in advance for goods or services which will not be provided (excluding bespoke and made to measure goods).

10. IF THERE IS A PROBLEM WITH THE GOODS AND/OR SERVICES

10.1 **How to tell us about problems.** If you have any questions or complaints about the goods and/or services, please contact us. You can contact us by telephoning our customer service team at 01635 866 899 or by writing to us via email or at 30 Bartholomew Street, Newbury, Berkshire, RG14 5LL.

10.2 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the goods and services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

- This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.
- For **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:
 - (a) up to 30 days: if your item is faulty, then you can get a refund.
 - (b) up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
 - (c) up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.
- For **services**, the Consumer Rights Act 2015 says:
 - (a) 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;
 - (b) if you haven't agreed a price beforehand, what you're asked to pay must be reasonable; and
 - (c) if you haven't agreed a time beforehand, the services must be carried out within a reasonable time.

10.3 **Our guarantee in addition to your legal rights.** If we have to provide and use any materials or parts when we provide the services, we confirm that these are guaranteed for one year from the date of their fitting. This is offered as a goodwill guarantee only, which is in addition to your legal rights (as described in Section 10.2) and does not affect them. This Section 10.3 and the guarantee it describes does not apply to the boilers we install and Section 10.5 below applies instead.

10.4 **Transferring our guarantee.** You may transfer our guarantee at Section 10.3 to a person who has acquired 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.

10.5 **Warranty for boilers we install.** The boilers we install come with a warranty from the manufacturer. We will provide you with a copy of the terms and conditions of the warranty from the manufacturer (the **Manufacturer Terms**). In order to benefit from the warranty you must comply with these Manufacturer Terms. If you experience an issue with the boiler after installation by us and within the term of the warranty please contact us in the first instance. We will promptly pass your enquiry onto the manufacturer. Provided you have complied with the Manufacturer Terms and the warranty is in force, the manufacturer will send an engineer to inspect the boiler and carry out any remedial work covered by the warranty. This does not affect your legal rights (as described in Section 10.2).

11. PRICE AND PAYMENT

11.1 **Where to find the price for the goods and services.** The price of the goods and services (which includes VAT) will be the price set out in the quotation provided with your order unless we have subsequently agreed another price in writing. We take all reasonable care to ensure that the prices of goods and services advised to you are correct. However please see Section 11.3 for what happens if we discover an error in the price of the goods or services you order.

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

- 11.3 **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the goods and services we sell may be incorrectly priced on the quotation you receive. We will normally check prices before accepting your order; if the price on your quotation is lower than our list price, we will charge you the lower amount. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services or provide the goods.
- 11.4 **When you must pay and how you must pay.** We may ask you to make an advance payment for the goods and services, before we start providing them. This amount will be confirmed and will be payable when you place your order. We will invoice you for the balance of the price of the services when we have completed them. Payment of our invoice is due within 30 calendar days of the date of the invoice. We accept payment by direct bank transfer, cheque, cash or debit/credit card (but please note additional charges apply for all card payments).
- 11.5 **Finance Terms and Conditions.** BGM Heating and Plumbing Limited offer all their customers the option to spread the payment of their new boiler/heating system using one of our flexible finance packages. This makes it more affordable for consumers to have a new boiler installed without the need to worry about having to settle the balance in full on completion of the work. To make this possible we work in collaboration with our finance partner Shermin Finance to offer our clients flexible finance packages.
- 11.6 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see Section 11.4) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 11.7 **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. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 11.8 **Please note that we charge fixed pricing only** and our charges do not relate to the time we spend on site.
- 11.9 **What is included in the price?** The quoted price includes removing all non-dangerous materials, including your old boiler and any parts we replace but excludes the items listed in Section 11.9 below.
- 11.10 **What isn't included in the price quoted?** The quoted price does not include:
- disposing of any waste materials created whilst working at your home (unless clearly stated on your quotation); or
 - testing, removing or disposing of any dangerous waste materials, such as asbestos (unless clearly stated on your quotation).

We can arrange for non-dangerous waste materials to be collected and disposed of at your expense by a licensed waste collector.

We can also arrange for a specialist contractor to test, remove and dispose of dangerous waste materials, such as asbestos at your expense and we will pass on any relevant certificates on completion. If you decide to arrange the testing, removal and disposal of dangerous waste materials yourself we may need you to provide us with a Site Clearance for Reoccupation Certificate before we can re-enter the property to continue to provide services to you.

- 11.11 **What happens if we are called to re-do the services.** If we are called out to re-do the services within 30 days of when the services were first provided, we may choose not to charge you. However, this is at our sole discretion. If we are called out to re-do the services after 30 days of when the services were first provided, we will quote for the work and you will be charged in the normal way as outlined in these terms. Subsequent intermittent faults and breakdown visits will also be quoted for and charged in the

normal way. No charge will be made where your legal rights entitle you to a refund (see Section 10.2) or where a part or material is covered by a guarantee (see Section 10.3) or where a boiler is covered by a warranty (see Section 10.5).

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

**YOUR ATTENTION IS SPECIFICALLY DRAWN TO THIS SECTION 12.
PLEASE READ THIS CAREFULLY.**

- 12.1 **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. 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.
- 12.2 **We are not responsible, or liable to you, for providing the services late** (or not providing any part of them) if this is caused by something outside of our control (as summarised at Section 6.6) or caused by you: (a) not giving us the information we need from you within a reasonable time of us asking for it; (b) not providing us with access to your property; or (c) failing to organise for an adult to be present at your property to supervise children also present when the services are due to be provided. Further detail can be found in Section 6.
- 12.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** Nothing in these terms will act to exclude or limit our liability to you for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the services as summarised at Section 10.2; or for any other liability that cannot be excluded by law.
- 12.4 **When we are liable for damage to your property.** We will take all reasonable care to carry out the work without causing damage to your property. You accept however that the services may cause damage to your property. We are not liable for any damage caused to the property where the services are carried out (including the cost of any redecoration or plastering) or any damage caused to a neighbouring property, unless it arises through our negligence. We are also not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover whilst providing the services.
- 12.5 **We are not liable for a loss of heating or hot water whilst we carry out the services.** This includes the costs of temporary accommodation and the cost of alternative heating solutions.
- 12.6 **We are not liable for business losses.** If you use the goods and services 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 arising from our performance of the services.
- 12.7 **We are not liable for problems with your existing central heating or hot water system.** Where we need to connect goods to your existing central heating or hot water system, we will not accept liability for the cost of repairing or replacing parts of your existing system that later develop faults (including water leaks following the conversion of a gravity fed system to a sealed mains fed system) unless: (a) we have been negligent in not realising that this damage to your existing system would happen; or (b) the way we carried out the work was negligent and this caused the fault. We do not accept liability for any issues with your central heating or hot water system due to an inadequate water supply or variable water pressure.
- 12.8 **We are not responsible for any third parties.** We are not liable for any losses suffered as a result of the actions or omissions of any third party contractors present at your property whilst we conduct our work, including roofers, plasterers, decorators, electricians, waste collectors, carpet cleaners, asbestos removal professionals and scaffolders.
- 12.9 **We may move (or ask you to move) your furniture, or other personal items to carry out the services.** However, we are not responsible for replacing or returning the furniture or other items to the original location once the services have been completed.

12.10 **We are not responsible for damage caused providing access to complete the services**, for example - boxing/cupboards covering pipes, components and appliances that need to be removed. We will discuss and agree any access requirements in advance.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

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

- (a) **perform our contract with you**, providing the goods and services and processing your payment for such services; and
- (b) **provide you with additional information about similar products we provide** if you agreed to this during the order process., You may stop receiving these communications at any time by contacting us.

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

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

14. OTHER IMPORTANT TERMS

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about the transfer and we will refund you any payments you have made in advance for goods and services not provided (excluding goods that are bespoke or made to measure).

14.2 **You may only transfer your rights under our guarantee to someone else.** You may only transfer your rights or your obligations under these terms to another person with our written consent. However, you do not need our consent to transfer the benefit of our guarantee in Section 10.3 (see Section 10.4) to any person who has acquired 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.

14.3 **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 Section 10.3 and Section 14.2 in respect of our guarantee. Neither of us will need the consent of any person acquiring rights under our guarantee to end the contract or make any changes to these terms.

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

14.5 **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 do⁷ under these terms that does not mean you do not have to meet that obligation. If we delay in taking steps against you in respect of your breach of the terms of this contract, that does not mean we're prevented from 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 services, we can still require you to make the payment at a later date.

14.6 **What governs our services?** Your quote, email confirmation and these terms and conditions set out the entire agreement between you and us for the services. If you have relied upon any oral or written representation made by us or our employees during the order process which is not referenced in these terms or your quote you must inform us immediately. We will not be bound by any such representation unless it is expressly agreed in writing.

- 14.7 **Which laws apply to this contract and where can you bring legal proceedings?** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.
- 14.8 **If you wish to make a complaint about the services we have provided,** please contact info@bgmheatingandplumbing.com.
- 14.9 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Chartered Institute of Arbitrators via their website at www.ciarb.org. You will not be charged you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings

BGM Heating and Plumbing, BGM Care Plus and BGM Boiler Finance are trading styles of BGM Heating and Plumbing Ltd. Registered Office is 30 Bartholomew Street, Newbury, Berkshire, RG14 5LL. Registered No. 05121669. We are authorised and regulated by the Financial Conduct Authority FRN835141. We are a credit broker not a lender and offer facilities from one lender.

**THE SCHEDULE
MODEL CANCELLATION FORM**
(Complete and return this form only if you wish to end the contract)

To: BGM Heating and Plumbing Limited, 30 Bartholomew Street, Newbury, Berkshire, RG14 5LL.
Telephone number: 01635 866 899
E-mail Address: info@bgmheatingandplumbing.com

I/We [*] hereby give notice that I/We [*] end my/our [*] contract for the supply of the following goods and services:

Order Number:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper): _____

Date: _____

[*] Delete as appropriate