

BM Plumbing & Heating Specialists Ltd
(12093816)

01903 958740
info@bmplumbheat.com



Our Terms and Conditions

General:

We will carry out the work as set out in the quote you accept, for the price that is stated, acceptance of the quote must be confirmed in writing/email/text message/business messenger or if by ringing the office to book your appointment, then you automatically accept the quote given. If given an estimate, this is an estimated price only and is not fixed. By accepting the quote and or hiring BM Plumbing & Heating even without a quote or estimate given, you are also automatically agreeing to these terms and conditions:

The company will carry out the whole of the works as specified during normal business hours of 8am–4pm, Monday – Friday, but may on occasion require a reasonable amount of overtime and/or weekend work in order to achieve completion. It is a condition of this contract that your approval to such overtime is granted although we will endeavour to minimise any disruption or inconvenience. If you request any overtime or unsociable hours to be worked in place of normal working hours, it may be necessary for us to add extra costs, and these will be explained at the time and prior to the overtime or unsociable hours commencing. Any variations or additions to the agreed works, requested by you, will be subject to additional charges. If the company is delayed or prevented from installing by the agreed date due to delay or default on your part, BM Plumbing & Heating may on written notice to you add additional charges. BM Plumbing & Heating will make every effort to complete the work by the agreed timescale, however, you must appreciate that sometimes delays may occur for reasons beyond our control and we cannot be held responsible for those delays. If an unscheduled delay occurs we will complete the work as soon as possible. You shall at your own expense obtain all necessary consents for the installation of the works, including (without installation) building regulations and planning consents, consents from neighbours and mortgages before work commences. If you are a tenant, you may need your landlords permission for an installation to be carried out. The company will assume that such permission has been granted and shall not be liable for any loss or damage arising from failure to obtain such permissions. You will provide reasonable access to enable installations to be completed. You will also be required to provide the necessary service utilities for installation at no charge to BM Plumbing & Heating.

Carpets, Flooring and Decoration:

We may need you to lift carpets or take up part or all of your wood/tiled floor coverages so we can complete the work unless agreed this to be carried out by ourselves. We will give you as much notice as possible if we need you to do this. You can either employ your own contractor to do this work or we may be able to do this for you at an extra cost. If we do any of this work for you we will only be responsible for any accidental damage caused directly by our negligence and it will be your responsibility to put the flooring



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back once the work is completed (unless agreed before hand for us to carry out this work). We will take extra care to carry out the work without causing damage to your property. If we cause damage because of negligence we will endeavour to put it right. Sometimes extra work is required if we cannot use existing pipework or wiring to complete the job and this can cause damage to things like outside and inside finishings (for example wall coverings and paint) you may need to redecorate once the work is completed. This is not included in the price quoted and you will be responsible for this.

Waste Removal and Hazardous Substances:

The prices specified in this agreement do not include the cost of removing any dangerous waste materials such as asbestos, if found when carrying out the installation. If during the execution of the works, asbestos is encountered, the company reserves the right to withdraw the installation staff immediately until the site is made safe. However, the company upon request of the customer will provide a cost for removing asbestos and we will add this fee to the total quote. Rubbish removal from site is not normally included in our price unless agreed before hand at an additional cost. All rubbish and waste will be left neatly, in your requested area unless removal from site has been agreed before the work has started.

Installations:

Your order is accepted subject to the condition that there is an adequate gas supply to the dwelling prior to the commencement of the work. Without prejudice to the company rights where such supply is not laid to enable work to commence, the company may cancel the contract and shall not incur any liability or costs, loss or damage arising from such cancellation. In certain circumstances the size of the existing gas rate cannot always be determined. If a new gas line is required, this will not be charged at our standard hourly rate and will be in addition to the quoted price.

Where the company needs to connect new equipment to the existing plumbing, drains or heating systems, it will not accept liability for the cost of repairing or replacing parts to the existing system, which may subsequently develop faults. Certain components can leak when disturbed and BM Plumbing & Heating cannot be held accountable for any existing parts of the system, for example when installing Surrey flanges into an existing open vent cylinder, when removing the old connection this can cause the cylinder to split. In certain situations, the company may charge for visits made to your home by the company's engineer if your system is faulty or has developed a fault after the installation has been conducted. BM Plumbing & Heating accepts no responsibility for any existing installations. This relates in particular but not solely to any pipework, radiators and radiator valves, heating valves, pumps, shower pumps and/or bathroom/wc services that might be affected as a result of a conversion from a tank fed system to a sealed system or from power flushing of pipework and radiators. A change to a higher pressure rated system and power flushing can cause leaks in components that BM Plumbing & Heating will not be liable for any cost of repairs or damage.

BM Plumbing & Heating will accept no liability for, or guarantee suitability of materials supplied by the customer and will accept no liability for any consequential damage or fault.



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BM Plumbing & Heating reserve the right to charge for any additional time incurred in sourcing and fitting appropriate or replacement materials. Materials supplied by you the customer are the customers responsibility, they are to ensure timely delivery, adequate quantities and quality. This relates in particular to any boilers, radiators, radiator valves, heating valves, heating pumps, pipework, fittings, showers, tiles and/or bathroom suites/furniture. BM Plumbing & Heating will not accept responsibility for delays incurred as a result of these conditions not being met and may add additional time and cost to the final invoice. BM Plumbing & Heating accepts no responsibility for any existing electrical installations such as heating controls, lighting circuits, ring mains and consumer units/fuseboards. Any electrical works required will be completed by our appointed electrical contractor and they will only be responsible for works they have completed. If there are any existing electrical faults which require attention the customer will be informed and a safety notice will be left. If the customer requires faults to be rectified then a separate quote will be produced. In some cases, for example the client is a builder on a new build/refurbishment project, and any other tradesman etc are the responsibility of the contractor and not to do with BM Plumbing & Heating, BM Plumbing & Heating cannot be liable for any snags/damage to our installations due to poor workmanship of other trades, for example shower trays having to be installed on floors that are not level. If any of our installations have not yet been tested and another trade or client attempts to use them (for example turning the water on to an unfinished property), BM Plumbing & Heating cannot be held accountable. If BM Plumbing & Heating advise on additional work to be done to a new installation and the client chooses not to have the additional work done, BM Plumbing & Heating cannot be held accountable if the new installation does not work properly, and any invoices will still need to be paid in full. BM Plumbing & Heating will then be happy to carry out the additional work at an additional cost.

Service Valves:

BM Plumbing & Heating will not be held responsible for any service valves within the property that become defective whilst being used for their intended purpose. This includes, but is not limited to, external and internal stop taps, isolation valves, drain off points and radiator valves and bleed points. It is the responsibility of the home owner to maintain and up-keep any service valves that need to be used to carry out works. If a service valve becomes defective during its intended use, BM Plumbing & Heating will advise the customer and will discuss any relevant courses of action and charges to repair or replace.

Bathrooms/Wetrooms:

During the removal stage of installing your new Bathroom/Wetroom we may encounter problems with walls, floors and joists which wouldn't have been evident at the time of the survey. If any walls, floors and joists require attention and/or replacing then BM Plumbing & Heating will provide a new quotation for the additional work needed by either themselves or their chosen contractor (E.G plastering, tiling, carpentry, electrics). The client is also welcome to use their own contractor for any of this work that BM Plumbing & Heating do not undertake themselves.



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Change In Original Site Plans and Additional Works:

BM Plumbing & Heating provide quotations or estimates to either site plans or your description of work. Any changes to site plans, items to be installed or additional work, BM Plumbing & Heating must be informed as this may change the original quotation given. Any additional work outside the scope of the job, will be charged accordingly and BM Plumbing & Heating will not be held responsible for any delays incurred due to not passing on this information.

Finance:

If you have chosen finance to pay for your installation through the company's nominated finance provider, and you are accepted, the terms of their agreement will apply and the finance agreement will be between the finance company and you the customer. BM Plumbing & Heating will not be responsible for any payment defaults. If the finance agreement is cancelled but work has commenced then the balance will become immediately payable to BM Plumbing & Heating.

Insurance Work:

If you are claiming on your insurance and using BM Plumbing & Heating's services, unless agreed otherwise payments will need to be made to BM Plumbing & Heating as per our payment terms and conditions, and not when your insurance provider has paid.

Deposits and Payments:

Deposits are decided on a job to job basis and will always be visible on the written quotation you accept prior to works commencing. An approximate cost of 30-40% deposit may be required for quotes above £1,000.00. This figure may vary on the job, and may not necessarily be between the estimated 30-40%. Upon payment of deposit you are hereby accepting the terms and conditions of the quotation. Payment accepted by cash, bank transfer or card payments (debit or credit card). Final balance to be paid immediately upon completion of works and/or receipt of invoice unless prior arrangements have been made or if a specific payment term is in place from BM Plumbing & Heating. BM Plumbing & Heating reserves the right to apply a late payment interest charge of 8.5% if no payment is made within 7 days from receipt of invoice or from the payment term date. Any goods supplied by BM Plumbing & Heating remain the property of the company until all invoices are paid in full. BM Plumbing & Heating reserve the right to remove all installed goods from a customer's property if the final invoice is not paid in full.

Split Payments:

When undertaking larger scale jobs over a period of time, it is likely payments will be made in split payments, upon completion of different stages. Sometimes these are divided into however many stages, and spread the payments evenly. This does not necessarily mean you are up to date with what is owed. Any cancellation of contract, you may receive an invoice to bring you up to date with what work has been carried out. On the other hand you may also receive a credit note if there has been an overpayment.



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Cancellations:

The client has the right to cancel their appointment free of charge up to 14 days before the job commences. After that, we may charge a cancellation fee due to loss of earnings to the company. This is more targeted at larger scale jobs but may still be applied for smaller jobs.

Certificates:

No certificates for boilers, hot water cylinders, heat pumps etc will be issued until final payment in full for all works undertaken is received. A copy will be given to the client and BM Plumbing & Heating will keep a copy on file. Pressure test certificates for builders will be provided upon the completion of the 1st fix, any leaks or damage after this certificate being provided is not the responsibility of BM Plumbing & Heating and may be an additional charge for any repairs needed.

Servicing:

We normally have a fixed price for servicing. However some manufacturers require extra service work to be done after a certain amount of years. Also in some cases if your appliance has been poorly maintained and needs more than a standard service, the extra work needed will be chargeable on top of our standard service rate.

Shutting off Dangerous Appliances:

When carrying out work in your property, if we come across a dangerous installation there is certain procedures as gas engineers, we have to undertake for your safety. This may mean shutting of your appliance for your safety even if that means you going without luxuries such as heating and hot water. All relevant documentation will be provided by BM Plumbing & Heating and if requested a quotation to replace the dangerous appliance. Under no circumstances will BM Plumbing & Heating tolerate violent or threatening behaviour because you are unhappy with the appliance being shut off. All invoices will still need to be paid in full, for example: The client books in a gas boiler service, BM Plumbing & Heating condemn this appliance for safety reasons, the service invoice will still need to be paid in full.

Boiler Parts and Spares:

Once the packaging is opened, boiler parts and spares are non-refundable with the majority of suppliers, meaning once purchased they are non-refundable from BM Plumbing & Heating. In some circumstances, we may accept parts back, but a stocking fee may be applied to cover a percentage of the cost to the supplier.

Breakdowns and Emergencies:

We do our best to ensure we give a fast service for breakdowns and emergencies particularly in winter. However more often than not, particularly with boiler breakdowns, parts are normally needed which can mean ordering parts in, if not in stock. BM Plumbing & Heating can not be held responsible for your appliance to not be working during this time. Sometimes more parts are needed which are not evident at



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the time of fault finding, and only evident once the first part is installed. BM Plumbing & Heating cannot be held responsible for the extra cost incurred, or the extra time without your working appliance. We offer an emergency call out service however this does not necessarily mean we are available 24/7. If you have an emergency out of hours, by all means give us a call, and if available, we will do everything we can for you. But the client must understand this is not a guaranteed 24 hour service.

Advertisement:

BM Plumbing & Heating are entitled to take pictures of their work in your property for advertisement purposes. Any pictures taken will be strictly of the installation only.

Admin Fees:

Any requests of forms or documents dated over 12 months ago may incur an admin fee. Any additional admin work requested outside of the standard quoting, invoicing, certification work or anything related to your job, may also incur an admin fee.

