

# BGM CARE PLUS TERMS AND CONDITIONS 2024

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## **PARTIES**

- (1) **BGM HEATING & PLUMBING LIMITED** incorporated and registered in England and Wales with company number 05121669 whose registered office is at 30 Bartholomew Street Newbury Berkshire RG14 5LL (**We, Us, Our**).

## **Agreed terms**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

#### **1.1 Definitions**

**Your Equipment:** any equipment, systems, cabling or facilities provided by you and used directly or indirectly in connection with the supply of the Services.

**Deliverables:** all documents, products and materials developed by us or our agents, subcontractors, consultants and employees in relation to the Services in any form.

**Document:** any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**Exclusions** the items set out in Schedule 3 which do not form part of the Plans and are excluded from the Services

**Input Material:** all documents, information, products and materials provided by you in relation to provision of the Services.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Plans:** the BGM Care Plus Plan or Plan described in Schedule 1 of this Agreement.

**Premises:** the residential premises where the Services are to be provided for you by us and which premises are legally owned and/or legally occupied by you

**Price** the price or prices set out in Schedule 2 for the relevant Plan

**Services:** the services to be provided by us under this Agreement as set out in the relevant Plan in Schedule 1 together with any other or additional services which we provide or agree to provide to you.

**Our Equipment:** any materials, equipment, including tools, systems, cabling or facilities, provided by us or our subcontractors and used directly or indirectly in the supply of the Services.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written includes e-mail.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.13 Any words following the terms including, include, in particular, for example or any words, description, definition, phrase or term preceding those terms.

## **2. COMMENCEMENT AND DURATION**

- 2.1 We shall provide the Services to you as set out in Plan **[number]** in Schedule 1 for the Price set out in Plan **[number]** in Schedule 2 and on the terms and conditions of this Agreement.
- 2.2 We shall provide the Services to you from the date you set up the plan through our website for a period of 12 calendar months (**Initial Term**).
- 2.3 The Initial Term of this agreement shall automatically extend at the end of the Initial Term for 12 calendar months (**Extended Term**), unless the parties agree in writing or either party gives written notice to the other party, not later than one month before the end of the Initial Term, to terminate this agreement at the end of the Initial Term, unless terminated earlier in accordance with this clause or clause 10.
- 2.4 The other services or items set out in Schedule 3 Exclusions are not included in the Plans and do not form part of the terms of this Agreement and are specifically excluded from the Services provided under this Agreement.
- 2.5 Our provision of the Services under the terms of this Agreement is subject to and conditional upon us first inspecting your heating system and servicing your boiler and carrying out and completing any necessary repair or replacement work or rectifying any problems with your boiler system at your cost. Work identified and quoted for during the inspection are specifically excluded from the Services provided under this Agreement until completed.

- 2.6 After the end of the extension of the initial term the term is to continue until either party gives 6 months' notice to terminate

### **3. OUR OBLIGATIONS TO YOU**

- 3.1 We shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to you in accordance with Schedule 1 in all material respects.
- 3.2 We shall use reasonable endeavours to meet any performance dates specified in Schedule 1, but any such dates shall be estimates only and time for performance shall not be of the essence of this Agreement. We shall otherwise carry out our obligations under this Agreement within a reasonable time unless we are unable to do so due to circumstances beyond our control.
- 3.3 Any delay on our part in enforcing any term condition right or remedy in respect of this Agreement shall not be deemed to be a waiver of any such term, condition right or remedy.
- 3.4 We shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at your premises and which have been communicated to us under clause 4.1(e), provided that we shall not be liable under this Agreement if, as a result of such observation, we are or are likely to be in breach of any of our obligations under this Agreement.
- 3.5 We shall send you annual reminders in relation to the servicing of your boiler however we shall not be responsible or liable to you in any way in the event that you do not receive or respond to such reminders for any reason whatsoever.

### **4. YOUR OBLIGATIONS TO US**

- 4.1 You shall:
- (a) cooperate with us in all matters relating to the Services, including your conduct and behaviour towards our staff or engineers at all times;
  - (b) provide, for us, our agents, subcontractors, consultants and employees, in a timely manner and at no charge, with proper access to your premises, office accommodation, data and other facilities as reasonably required by us;
  - (c) provide, in a timely manner, such In-put Material and other information as we may reasonably require, and ensure that it is accurate in all material respects;
  - (d) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from your premises in accordance with all applicable laws, before and during the supply of the Services at the Premises, and informing us of all of your obligations and actions under this clause 4.1(d);
  - (e) inform us of all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises;
  - (f) ensure that all your Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;
  - (g) obtain and maintain all necessary licences and consents including your Landlord's formal consent if you are a tenant of the Premises and comply with all relevant legislation in relation to the Services, the installation of our Equipment, the use of In-put Material and

the use of the your Equipment in relation to our Equipment, in all cases before the date on which the Services are to start;

- (h) keep, maintain our Equipment in good condition or in accordance with our instructions as notified from time to time and shall not dispose of or use our Equipment other than in accordance with our written instructions or authorisation.

4.2 If our performance of our obligations under this Agreement is prevented or delayed by any act or omission on your part, or on the part of your agents, subcontractors, consultants or employees, we shall not be liable for any costs, charges or losses sustained or incurred by you which arise directly or indirectly from such prevention or delay.

4.3 You shall be liable to pay to us and will indemnify us, on demand, for all reasonable costs, charges or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from your fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to us confirming such costs, charges and losses to you in writing.

## **5. CHARGES AND PAYMENT**

5.1 In consideration of the provision of the Services by us, you shall pay the Price as set out in clause 2.1 and in Schedule 2. Clauses 5.3 and 5.2 shall apply if we provide Services for a fixed price. The remainder of this clause 5 shall apply in either case. You shall pay the total price to us (without deduction or set-off) in instalments by direct debit, as set out in Part 2 of Schedule 2. At the end of a period specified in Part 2 of Schedule 2 in respect of which any monthly instalment which may be due and payable, we shall invoice you for the charges that are then payable together with interest on the late payment.

5.2 In the event that you cancel the direct debit payment for the Service under the relevant Plan at any time during the Initial Term or any Extended Term, the balance of the Price remaining unpaid for the balance of the period of such term shall remain due and payable to us in full.

5.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in any estimate provided to you by us to cover the labour and cost of materials and VAT thereon.

5.4 Any fixed price excludes:

- (a) the cost of any ancillary expenses reasonably incurred by the individuals whom we engage in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by us for the supply of the Services. Such expenses, materials and third party services shall be invoiced to you by us at cost; and
- (b) VAT, which we shall add to its invoices at the appropriate rate.

5.5 We may review and increase our charges set out in Schedule 2, provided that such charges cannot be increased more than once in any 12 month period. We shall give you written notice of any such increase one month before the proposed date of that increase. If such increase is not acceptable to you, you may, within 14 days of such notice being received or deemed to have been received in accordance with clause 22, terminate the agreement by giving one month's written notice to us.

5.6 You shall pay each and any invoice submitted to you by us in full and in cleared funds on receipt of such invoice.

- 5.7 Without prejudice to any other right or remedy that it may have, if you fail to pay us on any due date for payment:
- (a) you shall pay interest on the overdue amount at the rate of 5% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount; and
  - (b) we may suspend all Services until payment has been made in full.
- 5.8 All sums payable to us under this Agreement shall become due immediately on termination of this Agreement, despite any other provision. This clause 5.8 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.
- 5.9 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 As between you and us, all Intellectual Property Rights and all other rights in the Deliverables shall be owned by us. We license all such rights to you free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable you to make reasonable use of the Deliverables and the Services. If we terminate this agreement under clause 10.1, this licence will automatically terminate.

## **7. OUR PROPERTY**

- 7.1 All materials, equipment and tools, drawings, specifications and data supplied by us to you (including our Equipment) shall, at all times, be and remain as between us and you, our exclusive property, but shall be held by you in safe custody at your risk and maintained and kept in good condition by you until returned to us, and shall not be disposed of or used other than in accordance with our written instructions or authorisation.

## **8. LIMITATION OF LIABILITY - YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 8.1 Nothing in this Agreement limits or excludes our liability for:
- (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 8.2 Subject to clause 8.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;

- (e) loss of or damage to goodwill;
  - (f) loss of use or corruption of software, data or information;
  - (g) any indirect or consequential loss.
- 8.3 Subject to clause 8.1 and clause 8.2, our total liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to:
- (a) £2,000,000.00 per claim; and
  - (b) in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, the equivalent of the total charges paid by you in that period.
- 8.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
- 8.5 We shall not be liable to you for any loss or damage to the Premises or property on the Premises where this is not due to our act or default. We may require you to take up some or all carpets and floor coverings before we can carry out any work in connection with provision of the Services and it is your responsibility to replace or relay such carpets or floor coverings at your own expense. We will take reasonable care in providing the Services and carrying out any work without damage to your premises and make good any damage caused to any plasterwork where this is due to our acts or defaults on our part.
- 8.6 We shall not be liable to you for any loss or damage you suffer in relation to repairs or replacement parts to your existing central heating system due to pre-existing faults in the system, where we are required to connect equipment to your existing central heating system, unless due to any act or default on our part.
- 8.7 We shall not be liable to you for any loss or damage you may suffer from your central heating system not working or not working properly where this is due to a variable, insufficient or absent supply of water or water pressure.
- 8.8 We shall not be liable to you for any loss or damage resulting from any reasonable delay or postponement in the provision of the services caused by severe weather conditions or during periods of high demand for our services.

## **9. DATA PROTECTION**

## **10. TERMINATION**

- 10.1 Without affecting any other right or remedy available to us, we may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) you fail to pay any amount due under this Agreement on the due date for payment and remain in default not less than 7 days after being notified in writing to make such payment;
  - (b) you commit a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
  - (c) you breach any of the terms of this Agreement in such a manner as to reasonably justify in our opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this Agreement;

- (d) you suspend, or threaten to suspend, payment of your debts or you are unable to pay your debts as they fall due or you admit your inability to pay your debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;
- (e) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enters into any compromise or arrangement with your creditors;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of your company;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over your company;
- (h) a person becomes entitled to appoint a receiver over the assets of your company or a receiver is appointed over the assets of your company;
- (i) you are the subject of a bankruptcy petition or order;
- (j) a creditor or encumbrancer of yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;
- (k) you die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or you become a patient under any mental health legislation
- (l) your behaviour or conduct towards us or any of our staff is verbally or physically aggressive in any way such that in our reasonable opinion we are not able to fulfil our obligations to you under the terms of this agreement.

10.2 For the purposes of clause 10.1(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

- (a) a substantial portion of this Agreement; or
- (b) any of the obligations set out in clauses referred to in clause 11(c),

over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

10.3 If in our professional opinion, permanent repairs, upgrades or improvements are necessary to ensure that your boiler or central heating system continues to operate safely and effectively, we may tell or advise you of this. You should in that case arrange for any work required to be carried out by us or a suitably qualified engineer or organisation. If you do not take our advice and fail to have the necessary work carried out, it may mean that we are unable to fulfil our obligations under this Agreement and if any there are any issues relating to the safety of the boiler or central heating system which remain unresolved, we may terminate the Agreement.

10.4 If you plan to move residence you may terminate this Agreement provided that you give us two months prior written notice to that effect.



## 11. CONSEQUENCES OF TERMINATION

### 11.1 On termination or expiry of this Agreement:

- (a) you shall immediately pay to us all monies then due and payable to us in respect of the relevant Plan and Price or in respect of any outstanding unpaid invoices and interest and, in respect of any Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt;
- (b) you shall, within a reasonable time, return all of our Equipment, and Deliverables. If you fail to do so, then we may enter the Premises and take possession of such Equipment and Deliverables. Until they have been returned or repossessed, you shall be solely responsible for their safe keeping;
- (c) the following clauses shall continue in force: clause 6 (Intellectual property rights), clause 7 (Confidentiality and our property), clause 8 (Limitation of liability), clause 11.1, clause 22 (Notices), clause 24 (Dispute resolution), clause 25 (Governing law and jurisdiction).

11.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## 12. FORCE MAJEURE

12.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic including all corona virus issues;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by us or our subcontractors and
- (i) interruption or failure of utility service.

12.2 Provided it has complied with clause 12.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

12.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely

or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

**13. VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**14. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**15. RIGHTS AND REMEDIES**

Except as expressly provided in this Agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**16. SEVERANCE**

16.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

16.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**17. ENTIRE AGREEMENT**

17.1 This Agreement and any document referred to in this Agreement constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

17.3 Nothing in this clause shall limit or exclude any liability for fraud.

**18. CONFLICT**

If there is an inconsistency between any of the provisions of this Agreement and the provisions of any estimate, order or quotation form, the provisions of this Agreement shall prevail.

**19. ASSIGNMENT AND OTHER DEALINGS**

- 19.1 This Agreement is personal to you and you shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 19.2 We may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this agreement, provided that we give prior written notice to you.

**20. NO PARTNERSHIP OR AGENCY**

- 20.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**21. THIRD PARTY RIGHTS**

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any term of this Agreement.

**22. NOTICES**

- 22.1 A notice given to a party under or in connection with this Agreement:
- (a) shall be in writing and in English or accompanied by an accurate translation into English;
  - (b) shall be signed by or on behalf of the party giving it;
  - (c) shall be sent to the party for the attention of the contact and at the address listed in clause 22.3; and
  - (d) is deemed received as set out in clause 22.5 if prepared and sent in accordance with this clause.
- 22.2 **The parties' addresses and contacts are as set out below**
- BGM Heating and Plumbing Limited**  
**30 Bartholomew Street**  
**Newbury**  
**Berkshire**  
**RG14 5LL**
- Telephone: 01635 866899**
- Email: [info@bgmheatingandplumbing.com](mailto:info@bgmheatingandplumbing.com)**
- 22.3 A party may change its details given above in clause 22.2 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:
- (a) the date, if any, specified in the notice as the effective date for the change; or
  - (b) the date five Business Days after deemed receipt of the notice.

22.4 This table sets out:

delivery methods for sending a notice to a party under this Agreement ; and

- (a) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 22.6:

Delivery method	Deemed delivery date and time
Sent by email	9:00 am on the second Business Day after the delivery date stamp recorded on the email received.
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of postage or proof of delivery.	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

22.5 For the purpose of clause 22.5 and calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and  
(b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

22.6 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

22.7 Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### 23. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date that the direct debit was set up through the website

**Plan 1 Boiler Service Plan**

**One annual service of boiler, safety check and certificate of safety check**  
**Reminders of boiler service and 24 hour online booking**  
**Same Day (labour and parts chargeable) breakdown service**  
**Out of hours breakdown visits (5pm to 8pm Monday to Friday only, excluding bank holidays if booked before 3pm)**

**Plan 2 - Boiler Protection Plan**

**One annual Service of boiler, safety check and certificate of safety check**  
**Reminders of boiler service and 24 hour online booking**  
**Same Day (inclusive) unlimited breakdown service covering Gas Boiler**  
**Same Day (labour and parts chargeable) breakdown service covering heating system, hot and cold water system and pipe work**  
**Out of hours breakdown visits (5pm to 8pm Monday to Friday only, excluding bank holidays if booked before 3pm)**  
**Out of Hours Emergency Response (genuine emergencies only – see notes)**

**Plan 3 - System Protection Plan**

**One annual Service of boiler, safety check and certificate of safety check**  
**Reminders of boiler service and 24 hour online booking**  
**Same Day (inclusive) unlimited breakdown service covering heating system, hot and cold water system and pipe work**  
**Same Day (labour and parts chargeable) breakdown service covering Gas Boiler**  
**Out of hours breakdown visits (5pm to 8pm Monday to Friday only, excluding bank holidays if booked before 3pm)**  
**Out of Hours Emergency Response (genuine emergencies only – see notes)**

**Plan 4 - Total Protection Plan**

**One annual Service of boiler, safety check and certificate of safety check**  
**Reminders of boiler service and 24 hour online booking**  
**Same Day (inclusive) unlimited breakdown service covering Gas Boiler**  
**Same Day (inclusive) unlimited breakdown service covering heating system, hot and cold water system and pipe work**  
**Out of hours breakdown visits (5pm to 8pm Monday to Friday only, excluding bank holidays if booked before 3pm)**  
**Out of Hours Emergency Response (genuine emergencies only – see notes)**  
**10% Replacement boiler discount**

Notes:

Out of hours emergency response is for genuine emergencies only:

- Water leaks causing damage to property where it is not possible isolate the supply
- No heating for vulnerable customers when temperatures are below freezing only and no alternative source of heat can reasonably be provided (excluding no hot water)

We may refer to a third party to provide out of hours emergency response, and in this case, we are not responsible for the quality of their work, and the payment of their invoice is your responsibility, you will be reimbursed at our discretion subject to plan type and these terms.

## Schedule 2      **Pricing**

### Part 1. **Price**

#### **BGM Plan Prices**

**Plan1 -      Boiler Service Plan**

**£10.50 per calendar month of £126.00 per annum**

**Plan 2 -      Boiler Protection Plan**

**£20.50 per calendar month or £246.00 per annum**

**Plan 3 -      System Protection Plan**

**£20.50 per calendar month or £246.00 per annum**

**Plan 4 -      Total Protection Plan**

**£34.50 per calendar month or £414.00 per annum**

### Part 2. **Payment**

Monthly by direct debit, setup online at the commencement of the Initial Term of this Agreement.

## **Schedule 3**

### **Exclusions**

- Parts required for scale reducer service/replacement
- Carbon Monoxide detectors
- Smoke Detectors
- Decorative parts
- Noise
- Sludge and damage/blockages caused by sludge
- Scale and damage/blockages caused by scale
- Boiler flues which are not part of the central heating system and beyond one meter from the boiler
- Gas installation/pipe work
- Damage caused by third party interference
- Correcting installation faults by a third party or damage as a result of incorrectly installed equipment
- The costs of any third party work carried out without our written permission
- The costs involved in uncovering/providing access to hidden pipe work or system components or the building work required to restore the area when the repair is complete
- Toilets, taps, sinks, baths, showers, shower pumps, booster pumps, water softeners, waste water systems and any part of the installation upstream of (and including) the emergency gas shut off valve/meter and the domestic cold water shut off valve
- Household electrics including fused spurs and socket outlets

- Accidental damage, theft, attempted theft, malicious damage or damage caused by Fire or explosion
- Rain, storm and flood damage
- Costs arising from not being able to use your equipment
- Ground/air source heating systems and solar system
- Underfloor heating systems
- Oil fired boilers and heating system
- Replacing your boiler
- The unavailability of spare parts from our approved suppliers
- Where, in our professional and technical opinion, the cost of carrying out necessary repairs to your:
  - (a) central heating system is greater than the residual value of the system (excluding your boiler) by reference to its age and condition
  - (b) boiler is greater than the residual value of the boiler by reference to its age and condition
- Central heating systems which do not comply with the relevant British Standards
- Cost and work for repairs where the central heating system has been damaged due to your failure to carry out repairs not covered by this contract but which you have been advised to have carried out (including radiator or chemical flush or work required to remove an airlock)
- Radiator and chemical system flushes
- Work to rectify physical blockages or to remove airlocks
- The cost of damage to other property caused by a fault in the central heating system (for example boiler leaks and causes water damage to carpets)
- Disposing of any waste materials related to repairing the central heating system
- Replacing system pipework
- Repair work identified and/or quoted for during the gas boiler service and inspection visit carried out at the commencement of this agreement
- Domestic water supply pipes to your main heating system and gas supply pipes from gas meter to appliance connections
- Cost and work for redecoration, repair/replacement of fixtures, fittings, surface or floor coverings
- Work where there is a health and safety risk, for example, risk to our employees or presence of hazardous chemicals including asbestos
- More than one boiler unless covered by a separate contract with us
- Non-standard radiators types or parts
- Repair/replacement of decorative parts of the central heating system
- Re-setting of controls