



These terms and conditions explain the rights and responsibilities of the client and BPM design

1. BPM design will provide all customers with a written quotation, which will include sufficient detail for the completion of the works. If any clarification is required, please contact us so that we can provide it. Additional work outside the agreed quotation will be priced and quoted separately. Any additional work will require written confirmation and include cost & materials.
2. A 'contract' with BPM design is an agreement by the client to have work undertaken based on a written quotation headed 'Quote/Estimate' submitted directly to the client on an official BPM design letterhead and is a clear and straightforward undertaking between the two parties to form a contract.
3. Once a quotation has been accepted (either verbally or in writing) and the client has paid their deposit and sign the Terms & Conditions at the bottom of this document, then a contract has been entered into and these terms will come into effect. Quotes are valid for two months from the date on the quote.
4.
 - a. Once the client has entered into a contract with BPM design, by paying their deposit and signing these terms and conditions, they have a 14 day cooling off period should they wish to cancel the contract. The client can cancel their contract within 14 days by either phone or email to BPM design. (07799 640059/info@BPMdesign.co.uk)
 - b. If you request work to start within this cooling off period, you may be liable for costs incurred for materials and labour.
5. All prices quoted are calculated on the basis of free access and unimpeded working during our normal working hours (8am – 4pm Mon – Fri), unless otherwise agreed. Please note that we may be on site until 6pm or on a Saturday. We will get prior agreement with the client should this happen.
6. When BPM are responsible for the pricing and sourcing of materials to complete the clients work, we are unable to guarantee the availability and price of any materials until the deposit is secured. This is due to seasonal challenges, price fluctuations and material shortages within the industry. BPM Design will do everything it can to prevent delays to the

work and will advise, if known, if future challenges could arise within a project.

7. It is the customer's responsibility to arrange planning permission, building control and any utility changes (eg SES Water). If planning permission is required for the work, BPM design may request to see proof that this has been agreed prior to beginning work.
8. Commencement of work is under the assumption of uninterrupted work for the duration of the contract and in accordance with planning permission where applicable. BPM design will not be held liable for any costs incurred as a result of delays due to unforeseen circumstances. (eg planning permission delays resulting in work having to stop)
9. BPM design will agree all practical arrangements with regards to working methods with the client in order to provide minimum disruption to the client and allow work to be carried out efficiently by the contractor.
10. Free access is required for delivery of building materials, plant, machinery, skips etc.
11. All used or removed materials on-site remain the property of BPM design and will be disposed of accordingly,
12. BPM design may directly employ or sub contract labour to work on site. Each sub-contractor takes full responsibility for their own third party liability. Plumbing sub-contracts are CORGI registered. Electricians are Part P certified. BPM design will oversee all works to completion and takes full general and operational responsibility in the running of any contract agreed with the client.
13. BPM design will provide a payment plan to the client prior to commencement of works. This will usually include a 10% deposit, staged payments and an end payment upon completion of works. Deposits are non-refundable and allow BPM design to book work in and agree a formal start date for works and purchase materials. Please note: In the very unlikely event that BPM design have to cancel your work, your deposit will be fully refunded.
14. Invoices will be sent out prior to the relevant payment due date and each invoice will serve as a receipt for payment. Payments must be made within 7 days of invoice date. Any delay in payment may result in delays to the scheduling or completion of works. Stage payments must be up to date for works to continue. We reserve the right to suspend work until outstanding balances are settled.
Late payments may incur interest and recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
Payments can be made by cash however, bank transfer is preferred. All invoices include our bank details for bank transfers.

15. Insurance – Public Liability and Employers’ Liability: BPM design has Public Liability Insurance and Employers’ Liability to the sum of £5,000,000. All usual general building practices are covered within our insurance policy.
16. All client information is retained in accordance with the Data Protection Act 1988 and all personal and other client details will remain confidential.
17. Guarantees: All customers will benefit from a full guarantee on our workmanship for a period of 12 months. Guarantees on materials run in accordance with manufacturer’s warranty periods where applicable. Our guarantee covers all new work and new materials used in construction or repairs, but does not guarantee the integrity of any existing structures, materials or decorations. In the event of a failure beyond the guarantee period we will be happy to investigate the cause and negotiate a solution to the problem without delay and carry out any agreed repairs as soon as possible. Charges may apply for remedial work carried out beyond guarantee dates or to items not covered by our guarantee. Please note: Decorations are signed off on completion and not covered by guarantee. Plastering work is covered by a 6 month guarantee. Please note we provide a 6 month guarantee for plastering work to allow for settling in time. We therefore strongly recommend delaying any decorating for this period.
18. No responsibility is taken by BPM design for the presence of perished or rotten timber (or any other perished or rotten materials) in existing structures such as doors, windows and frames whether detected or undetected at the time of contract.
19. We will not be held responsible for the suitability of the existing boilers ability to provide for additional plumbing works. If the existing boiler is found to be unsuitable, this shall be discussed with the client and any parts required shall be supplied at trade cost. If we have to remove existing radiators for any reason (eg plastering) we will not be held responsible for their effectiveness once they are replaced.
20. BPM design will endeavour to protect existing surfaces with the use of dust sheets and loose plastic sheeting etc along with care in our working practice. However, responsibility for protection from damage of any existing surface or fabrics etc is the responsibility of the client. Arrangement can be made to put in place protection of existing surfaces, over and above our basic cover, at a negotiated additional cost. We strongly recommend the clients moves any expensive or sentimental items before work commences. If we are required to move furniture to undertake our work we will not be held responsible for any breakages or stains that may occur. We advise clients to keep all

valuables and expensive items safe and secure for the duration of the works, as we cannot be held liable for any theft or loss.

21. Discounts and retentions: Prices are based on the understanding that no retentions are held unless previously arranged and authorised. No Main Contractor or Sub Contractor discounts are given unless agreed and confirmed in writing.
22. We will endeavour to employ a helpful attitude at all times and will always attempt to bring the building works to a satisfactory conclusion as soon as possible taking into account weather conditions, availability of specialist materials and unforeseen circumstances etc.
23. BPM design will take pictures of the progress of our projects. We reserve the right to use these pictures in our portfolio of work, on our website and on various social media websites for marketing and information purposes. Please let us know via email at the start of your work if this is something you would prefer to opt out of.

Acceptance of Terms

By signing below, you confirm that you have read, understood and agree to these Terms and Conditions and the details outlined within the quotation.

Client Name: _____

Signature: _____

Date: _____

If work is to start before the 14 day cooling off period has finished, the following section requires ticking and signing by the client.

Please tick and sign below

If available to start work within the 14 day cooling off period, I request BPM Design to start work within the cooling off period.

I accept that part or all of my deposit may be kept for any labour and/or material charges incurred by BPM Design if the client decides to invoke their right to cancel within the 14 day cooling off period.

Client Signature: _____

Date: _____