

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. DEFINITIONS

1.1. The following definitions apply in these Conditions:

“Conditions”	these terms and conditions as amended from time to time in accordance with Clause 11 .
“Contract”	the contract between the Supplier and the Customer for the supply of Services as detailed in the Order and in accordance with these Conditions.
“Customer”, “you” or “your” (or derivatives)	the person who purchases the Services from the Supplier.
“Customer Service Team”	means our customer services team, with contact details as follows: Tel: 01291 630572; Email: Premium@JMEPlumbing.co.uk ; Website: www.jmeplumbing.co.uk
“Delivery Location”	means a domestic property that is the Customer’s premises or other location where the Services are to be performed, as set out in the Order.
“Geographical Area”	means Customer’s domestic property in post codes: NP16; NP26; and GL15.
“Order”	means the Customer's order for the supply of Services as set out overleaf.
“Privacy Notice”	means the terms that set out how we will deal with confidential and personal information received from you.
“Services”	the services supplied by the Supplier to the Customer as set out in the Order.
“Supplier”, “we”, “us” or “our” (or derivatives)	JME Premium Ltd registered in England and Wales with company number 15973161.
“VAT”	means value added tax chargeable in the UK.

2. GENERAL

- 2.1. Please read all these Conditions. As we can accept your Order and make a legally enforceable agreement without further reference to you, you should read these Conditions to make sure that they contain all that you want and nothing that you are unhappy with.
- 2.2. These Conditions may have changed since you last reviewed them.
- 2.3. These Conditions will apply to the purchase of the Services by you. By ordering any of the Services, you agree to be bound by these Conditions.

3. WHERE TO FIND INFORMATION ABOUT US AND OUR SERVICES

- 3.1. You can find everything you need to know about us, JME Premium Ltd, and our Services on our website before you place your Order.
- 3.2. We also confirm the key information to you in writing after you place your Order, either by email or by phone, through reference to our online terms and conditions or providing them to you on paper upon request.

4. BUYING FROM US

4.1. When you buy from us you are agreeing that:

- 4.1.1. we only accept Orders when we've checked them;
 - 4.1.2. sometimes we reject Orders;
 - 4.1.3. we charge you when you place your Order;
 - 4.1.4. we charge interest on late payments;
 - 4.1.5. we pass on increases in VAT;
 - 4.1.6. we're not responsible for delays outside our control;
 - 4.1.7. we charge you if you don't give us information we need;
 - 4.1.8. you have a legal right to change your mind;
 - 4.1.9. you can end an on-going Contract (find out how);
 - 4.1.10. you have rights if there is something wrong with your Services;
 - 4.1.11. we can change Services and these terms;
 - 4.1.12. we can suspend supply (and you have rights if we do);
 - 4.1.13. we can withdraw Services;
 - 4.1.14. we can end our Contract with you;
 - 4.1.15. we don't compensate you for all losses caused by us or our Services;
 - 4.1.16. we use your personal data as set out in our Privacy Notice;
 - 4.1.17. you have several options for resolving disputes with us;
 - 4.1.18. other important terms apply to our Contract;
- all as detailed below in individual clauses.

5. SUPPLYING YOU

5.1. We only accept Orders when we've checked them

We contact you to confirm we've received your Order and we accept it when we confirm supply to you.

5.2. Sometimes we reject Orders

Sometimes we reject Orders, for example, because the Service is no longer available, because you are located outside the Geographical Areas as stated in these Conditions or because the Service was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

6. CHARGES AND PAYMENT

6.1. We charge you when you place your Order.

However, for some Services we take payment at regular intervals, as explained to you during the Order process and in the Order.

6.2. We charge interest on late payments.

If we are unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

6.3. Prices and charges include VAT at the rate applicable at the time of your Order.

6.4. We pass on increases in VAT

If the rate of VAT changes between your Order date and the date we supply the Services, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

7. DELAYS OUTSIDE OUR CONTROL

We are not responsible for delays outside our control. If our supply of your Services is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us to end the Contract and receive a refund for any Services you have paid for in advance, but not received, less reasonable costs we have already incurred.

8. PROVISION OF SERVICES

8.1. We will perform the Services at the Delivery Location by the time or within the agreed period in the Order or, failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into.

8.2. We charge you if you don't give us information we need.

We charge you additional sums if you don't give us information we've asked for about how we can access your property to provide Services as agreed with us. For example, we might need to return with extra manpower or reschedule Services.

8.3. We do not generally supply the Services to addresses outside the Geographical Areas. If we do accept an Order for supply outside the Geographical Areas, you may need to pay additional costs, as we will not cover those costs.

9. RIGHT TO CHANGE YOUR MIND

You have a legal right to change your mind.

9.1. Your legal right to change your mind.

You have a legal right to change your mind about your purchase and receive a refund of what you paid for it. If you change your mind about a Service you must let us know no later than 14 days after the day we confirm we have accepted your Order. This is subject to some conditions, as set out below.

9.2. When you can't change your mind.

You lose the right to cancel any Service, when it's been completed (and you must pay for any Services provided up to the time you cancel).

9.3. How to let us know and what happens next.

To let us know you want to change your mind, contact our Customer Service Team.

We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

10. ENDING A CONTRACT

10.1. You can end an on-going Contract (find out how)

We tell you when and how you can end an on-going Contract with us (for example, for regular Services or a subscription) during the Order process and we confirm this information to you in writing after we've accepted your Order. If you have any questions, please contact our Customer Service Team.

10.2. You have rights if there is something wrong with your Service

If you think there is something wrong with your Service, you must contact our Customer Service Team. We honour our legal duty to provide you with Services that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website

www.citizensadvice.org.uk. Remember too that, as detailed in **Clause 15**, you have several options for resolving disputes with us.

Summary of your key legal rights for Services

The Consumer Rights Act 2015 says:

- 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.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

11. CHANGES TO SERVICES AND THESE TERMS

11.1. Changes we can always make.

We can always change a Service to reflect changes in relevant laws and regulatory requirements to make minor technical adjustments and improvements. These are changes that don't affect your use of the Services.

11.2. Changes we can only make if we give you notice and an option to terminate.

We can also make significant changes to the Services or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team to end the Contract before the change takes effect and receive a refund for any Services you've paid for in advance, but not received.

12. SUSPENSION, TERMINATION AND WITHDRAWAL

12.1. We can suspend the supply of the Services. We do this to:

- 12.1.1. deal with technical problems or make minor technical changes;
- 12.1.2. update the Services to reflect changes in relevant laws and regulatory requirements; or
- 12.1.3. make changes to the Services (see **Clause 11** – “Changes to Services and These Terms”).

12.2. We let you know, may adjust the price and may allow you to terminate

We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the Services for longer than 30 days in any 12 month period we adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 30 days you can contact our Customer Service Team to end the Contract and we'll refund any sums you've paid in advance for Services you won't receive.

12.3. We can withdraw Services

We can stop providing a Service, including those under subscription. We let you know at least 30 days in advance and we refund any sums you've paid in advance for Services which won't be provided.

12.4. We can end our Contract with you

We can end our Contract with you for a Service and claim any compensation due to us if:

- 12.4.1. you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;
- 12.4.2. you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the Service.

13. LIABILITY

13.1. We don't compensate you for all losses caused by us or our Services.

13.2. We're responsible for losses you suffer caused by us breaking this Contract unless the loss is:

- 13.2.1. **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your Order meant we should have expected it (so, in the law, the loss was unforeseeable).
- 13.2.2. **Caused by a delaying event outside our control.** As long as we have taken the steps set out in **Clause 7**, we're not responsible for delays outside our control.
- 13.2.3. **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- 13.2.4. **A business loss.** It relates to your use of a Service for the purposes of your trade, business, craft or profession.

14. PERSONAL DATA

How we use any personal data you give us is set out in our Privacy Notice: we will send you a copy of our Privacy Notice when we accept your Order and you can also find our Privacy Notice at www.jmeplumbing.co.uk

15. DISPUTES AND COMPLAINTS

You have several options for resolving disputes with us.

15.1. Our complaints policy.

Our Customer Service Team will do their best to resolve any problems you have with us or our Services as per our Complaints policy: we will send you a copy of our Complaints Policy when we accept your Order and you can also find our Complaints Policy at www.jmeplumbing.co.uk

15.2. Resolving disputes without going to court.

Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to:

15.2.1. for gas engineer related complaints: to Gas Safe through their website at <https://www.gassaferegister.co.uk/gas-safety/concerns-reporting-illegal-gas-work/report-gas-work-concerns/> or by phoning: 0800 408 5500; and

15.2.2. for other plumbing services: to the Dispute Resolution Ombudsman through their website at www.disputeresolutionombudsman.org.

If you're not satisfied with the outcome you can still go to court.

15.3. You can go to court.

These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

16. CONTRACT TRANSFER

16.1. We can transfer our Contract with you, so that a different organisation is responsible for supplying you with the Services.

We'll contact you to let you know if we plan to do this. If you're unhappy with the transfer you can contact our Customer Service Team to end the Contract within 30 days of us telling you about it and we will refund you any payments you've made in advance for Services not performed.

16.2. You can only transfer your Contract with us to someone else if we agree to this.

We may not agree if the other person is not financially viable and may default on payment of fees owed to us. We can require the new recipient to prove you transferred the Service to them, for example by you confirming this in writing to us.

17. THIRD PARTY RIGHTS

Nobody else has any rights under this Contract. This Contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

18. SEVERANCE

If a court invalidates some of this Contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

19. ENFORCEMENT OF CONTRACT

Even if we delay in enforcing this Contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.