



Terms & Conditions

Please read our terms and conditions carefully.

Definitions

"we", "our", "Us"	BMF Limited – Company number 05238759
"You", " buyer"	The customer whos name and address is on BMF Limited official documents
"Goods"	Any goods &/or services on BMF Limited official documents

1. Conditions Applicable

1.1 By placing an order with BMF LTD, the buyer agrees to be bound by these terms. If you do not accept these terms, you may not use this site or access or display any of the information made available to you at this site.

1.2 BMF LTD shall sell and the buyer shall purchase the products in accordance with any written, electronic or verbal order of the buyer which is accepted by BMF LTD, subject in any case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or is purported to be made, by the buyer.

1.3 Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by BMF LTD, acting by its Managing Director or some other person authorised in writing by him.

1.4 Any typographical or clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by BMF LTD shall be subject to correction without any liability on the part of BMF LTD.

1.5 If any provision of these conditions is adjudged invalid or unenforcable in whole or in part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected.

Your statutory rights are not affected

2. Images

2.1 All sizes and measurements are approximate but we do try to make sure that they are as accurate as possible. On the rare occasion that there is an error, we will advise you about it as soon as possible.

2.2 Pictures are for illustrative purpose only, and may not exactly match the product itself.



2.3 Colours may vary slightly to those illustrated

2.4 Sometimes our product specifications may change, in which case we will do our best to offer you a substitute of the same or better quality at the same price.

3. Price

3.1 Prices are correct at time of publication.

3.2 All prices include VAT at the standard rate (20%).

3.3 BMF LTD reserve the right to change any advertised prices at any time.

3.4 Errors and omissions are excepted.

3.5 All prices are in Great Britain Pounds Sterling.

3.6 On orders over £300, delivery is included in the price of the goods delivered to mainland England, Wales and most of Scotland. Areas in the Scottish Highlands will be subject to an additional charge, although this will always be confirmed before your order is processed. All orders with a value under £300 including VAT will be subject to a £7.50 delivery charge or £12.00 to more remote areas.

3.7 We do not offer a facility to refund VAT for items that are exported outside of the UK.

4. Offer and acceptance

4.1 A binding contract is formed between you and BMF LTD when you receive confirmation from us by e-mail, telephone, instore or other agreed means that your order has been accepted.

4.2 Other than where the Buyer acts as a Consumer BMF LTD shall be deemed to have accepted the Products 7 working days of delivery to the Buyer.

4.3 After acceptance the Buyer shall not be entitled to reject Products which are not in accordance with the contract.

4.4 Where the Buyer accepted any Products then BMF LTD shall have no liability whatever to the Buyer in respect of those Products.

4.5 To order goods you must be least 18 years of age.

5. Supply of goods

5.1 The Buyer is solely responsible for insuring that the Products are suitable and fit for the purpose.



5.2 BMF LTD reserves the right to refuse the supply of goods at its discretion.

6. Payment

6.1 All orders must be paid for in full at the time they are placed.

6.2 BMF LTD accept with all major credit and debit cards, including Visa, Mastercard, Delta, Switch, Maestro. No charge is made to a consumer for credit card payments.

6.3 If you wish to pay by personal cheque or bank or building society cheque, please make payable to BMF Ltd. Please write your home address on the reverse of the cheque and reference number where applicable. The order will be processed after the cheque has cleared.

7. Availability

7.1 All goods are offered subject to availability. Where goods are found to be unavailable or discontinued, BMF LTD will offer a similar substitute if available, subject to your agreement.

7.2 BMF LTD may make any changes in the specification of the Products which do not materially affect their quality or performance required to conform with any applicable statutory requirements where the Products are supplied to BMF LTD's specification.

7.3 If a suitable substitute is not available, the transaction for that item will be void and any payment will be returned.

7.4 In the event of any product being unavailable, BMF LTD shall be relieved of any liability in connection with all such contracts or orders. In no case shall the company be bound to obtain or deliver Products from any other sources than those contemplated in the order.

7.5 BMF LTD will not be held responsible for any costs incurred due to items being delayed or unavailable.

8. Force Majeure

8.1 Neither party shall be liable for any default due to any act of God, war, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply.

8.2 BMF LTD shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the products by normal routes or means of delivery through circumstances beyond its control.



9. Cancellation of orders

9.1 Under the Distance Selling Regulations (“DSR”) you have a right to cancel your order for any item purchased on this website at any time before the goods are despatched, or within 7 days of receiving your goods and for a full refund excluding cost of return postage providing you take reasonable care of the goods whilst they are in your possession. This does not affect your statutory rights as a consumer.

9.2 If you wish to cancel your order at any time later than the 7 days following receipt of your goods there will be a restocking charge of 45%. You are welcome to return any items using your own courier or alternatively we can offer a collection and return service. The cost for return transport of smaller items will be quoted on request. The cost for return transport of a stove is £70+. The full original payment amount less restocking charge and any transport costs will be refunded to you account.

9.3 We reserve the right to refuse the return of any items after 28 days following delivery.

9.4 We will refund your payment within 14 days of the goods being returned.

9.5 If you would like to cancel your order, please email or write to us at the address provided.

9.6 For custom orders, special orders or any outside the Distance Selling Regulations these are subject to all costs incurred to date and any transportation costs and any re-stocking applicable.

10. Delivery

10.1 BMF LTD endeavour to deliver all stock items within 14 working days from receipt of your order. Non stock items are currently taking longer than expected (for more information please see our 'Deliveries' page. All deliveries are subject to payment authorisation.

10.2 Delivery will be made by an agent of BMF LTD between 9am and 5.00pm, Monday to Friday. On larger items our nominated courier company will contact you to arrange a convenient delivery day. Once confirmed, please ensure someone is at the delivery address on the nominated day. If our courier is unable to obtain a signature your order will not be left and you may incur an additional charge to redeliver your order.

10.3 BMF LTD shall use reasonable endeavours to meet any date agreed for delivery, but will not be liable for any delay in delivery howsoever caused or any resulting losses incurred due to failure to deliver.

10.4 All goods must be signed for by an adult aged 18 years or over on delivery. When goods are signed for they are signed as received in good condition unless otherwise stated.



10.5 Delivery will be made to your door providing it is at street level. Placement of your products is at the discretion of the delivery driver. Deliveries of stoves over gravelled or uneven drives are not possible, therefore please arrange an alternative delivery location. Please be aware that larger vehicles requiring wider access will be used for stove deliveries to ensure a tail-lift is available for offloading.

10.6 Free delivery applies only to Mainland UK. Occasionally Scottish Highland areas may be subject to a delivery charge at which point you will have the opportunity to cancel your order without charge.

11. If goods are delivered damaged or faulty

11.1 Please examine all goods on delivery in case any damage has occurred in transit. The driver should be notified immediately of any problems and the ticket should be signed accordingly.

11.2 We can not guarantee to replace or repair items which have been signed for in good condition or 'unchecked' and are later found to be damaged. Any costs incurred in rectifying a damaged item that has been signed for in good condition may be passed onto the customer. This does not affect your statutory rights.

11.3 BMF LTD will not accept any liability for any Products that have been repaired before we have been given the opportunity to inspect them or to give authority for repair work to be carried out or in cases where non Company components have been used.

11.4 All items must be returned in their original packaging to prevent further damage.

11.5 All claims must be supported by photographic evidence and a written description of the issue, either via email or standard post.

11.6 If goods have been delivered in a damaged state and we feel the situation can not be improved by authorising another delivery, we reserve the right to refund you in full for your order and cancel the order.

12. Title & Risk

12.1 Risk of damage to or loss of the Products shall pass to the Buyer upon delivery.

12.2 Notwithstanding any other provision herein title in the Products shall not pass to the Buyer until BMF LTD has received in cash or clear funds payment in full.

13. Privacy & Security



13.1 All personal details that you give us are securely stored. We do not supply or sell customers details to any outside organisation. We will endeavour to take all reasonable care, in so far as it is possible to do so, to keep all details of your order and payment secure, but, in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering.

13.2 All credit and debit card details are encrypted using 128 bit encryption and sent over a secure server. They are only decrypted after they reach our computer. They are not held in clear text on any web site.

14. Use of our site

14.1 To the fullest extent permitted at law, BMF LTD is providing this site and its contents on an "as is" basis and makes no (and expressly disclaims all) representations or warranties of any kind, express or implied, with respect to this web site or the information, content, prices, materials or products included in this site including, without limitation, warranties of merchantability, satisfactory quality and fitness for a particular purpose.

14.2 Except as specifically stated on this site, to the fullest extent permitted at law, neither BMF LTD nor any of its affiliates, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of it or the information, content, materials or products included on it. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. For the avoidance of doubt, BMF LTD does not limit its liability for death or personal injury to the extent only that it arises as a result of the negligence of BMF LTD its affiliates, directors, employees or other representatives.

15. Governing law and jurisdiction

This contract is subject to the law of England and Wales. All disputes arising out of this contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

16. Representations

No statement, description, warranty condition or recommendation contained in any catalogue, price list or advertisement or communication or made verbally by any of the Agents or Employees of BMF LTD shall be construed to enlarge, vary or override in any way thereof any of these conditions.



17 Consequential Loss

BMF LTD shall not be liable for any costs claims damages or expenses arising out of any tortuous act or omission or any breach of Contract or statutory duty calculated by reference to profits income or accrual or loss of such profits income production or accruals or by reference to accrual of such costs claims damages or expenses on a time basis, to the fullest extent of the law. Please do not book installers for any items until you have received and checked your order in full.

18. Warranties & Liability

18.1 All goods supplied by BMF LTD come with a manufacturer's warranty of at least 12 months.

18.2 The stated warranties are on a parts only basis. We do not have service engineers on the road.

18.3 BMF LTD shall provide the Buyer with such information as is required to claim under the manufacturer's warranties. In the event of a claim, the Buyer shall in the first instance contact BMF LTD's customer service department.

18.4 BMF LTD does not provide any warranty cover against defects in his own right.

18.5 In any event and despite anything contained in these conditions, in no circumstances shall BMF LTD be liable in contract, tort (including negligence or breach of statutory duties) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses (ii) for any loss of profit, business contracts, revenues or anticipated savings, or (iii) for any special indirect or consequential damage of any nature whatsoever.

18.6 Warranty claims must be supported by photographic evidence and a written description of the issue, either via email or standard post.

18.7 Post installation warranty claims must also supported by identification details of the installer from the relevant regulatory body.

19. Links

BMF LTD do not accept any liability for any website not under our control, which may act as a portal to our site or be connected by a link with our site or that we connect by a link to.

20. Installation of Goods

20.1 If the goods are to be installed in your home or premises (the "Property") then the installation shall take place in accordance with the quotation we have given you or your architectural agent (the



“Quotation”). It is possible that some items in the quotation may be subject to change. In addition to the specific terms set out in the Quotation the provisions of this paragraph shall apply

20.2 In installing the Goods we will use our best efforts not to damage the Property. However, the suitability of the Property for the installation of goods is your sole responsibility (and we strongly recommend that you follow our installation guidelines).

20.3 You must clear the area where the Goods are to be installed prior to the installation. If you fail to do this then we may do so on your behalf and you must pay our charges for this work.

20.4 It is important that you ensure that your chimney is thoroughly swept before we start work. Other flues, register/closure plates, chimney and smoke hoods must also be swept.

20.5 The installation work shall take place strictly as set out in the quotation. Unless specifically stated in the Quotation, we do not undertake to widen any aperture, nor are we responsible for any work needed to be done to brick, block or stone structures, utilities, emergency controls, sewers, waste pipes, stud works, Joinery, fall pipes or any other facility to enable the installation to take place. Further, we do not undertake redecorating work nor are we responsible for plastering, tiling or decorating which is caused by installing the Goods.

20.6 You must give us access to the Property to carry out the installation. It is your responsibility to ensure that access is given to the area in which the installation is to take place is safe and suitable for our employees or contractors. You must ensure that children and animals are excluded and that we and our employees and contractors are made aware of any dangerous substances or hazards at the Property. You must ensure the way is clear and there are no obstructions or obstacles to taking the Goods from the delivery vehicle to the area where they are to be installed. We assume no responsibility for any damage done to the Property or any part of it's fabric (eg Walls, doors, paintwork, masonry, furnishings) in the course of transferring the Goods from the delivery vehicle to the installation area. We will however take every reasonable precaution to ensure no damage takes place.

20.7 You are responsible for cross bonding all exposed service pipes to comply with the Electrical Installation Rules 16th Edition. If you wish our electrician to check and advise on whether this is correct and if required provide a quotation for this work to be effected to the current standard.

21 Installation of Goods Warranty



21.1 We warrant the quality of our installation and workmanship for a period of 12 months from the date of installation of the Goods. However we do not warrant the quality of the Goods as the Manufacturer provides the warranty for this. Please see paragraph 21.5 below

21.2 The above warranty is given subject to the following limitations:

a) We shall be under no liability in respect of defects in our workmanship caused by your acts or omissions

b) We shall be under no liability if you have not paid for the installation work in full by the due date for payment

21.3 Your statutory rights as a consumer are not affected by the above limitations.

21.4 If you believe there has been a defect in the quality of workmanship then you must notify us immediately the defect becomes apparent. Such notifications must be confirmed in writing. If a valid claim is notified to us we shall undertake any necessary remedial work free of charge.

21.5 Our warranty of workmanship does not extend to the Goods or to parts, materials or equipment not manufactured by us. In respect of those items you are entitled to the benefit of the manufacturer's warranty.

21.6 Save in the line of death or personal injury caused by our negligence, our total liability under this Contract (including negligence or breach of statutory duty, misrepresentation or otherwise, arising under this Contract) or in connection with the supply of Goods or their use or resale by you shall be limited to the price paid for the Goods plus 25% thereof.

22 General

22.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control and the party shall be entitled to a reasonable extension of its obligations.

22.2 These terms and conditions are subject to change at any time without prior notice to you

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