

## BP Gas Switch Terms & Conditions

These terms and conditions (“**Conditions**”) relate to the BP Gas Incentive Scheme (‘the **Scheme**’), a Scheme which is open to Corgi registered LPG qualified gas engineers and other parties as may from time to time be specified by BP.

In these Conditions “BP” and “BP Gas” means BP Oil UK Limited whose registered address is at Chertsey Road, Sunbury on Thames, Middlesex TW16 7BP. BP Gas is a trading name of BP Oil UK Limited.

### 1. Scheme Members Obligations

1.1 Scheme Members will recommend BP’s LPG services (“BP’s Services”) to customers and refer customers to BP in accordance with these Conditions.

1.2 Scheme Members shall; in good faith provide and carry out referral services relating to BP and BP’s Services; comply with BP’s brand guidelines as may from time to time be in force; and comply with all applicable legislation, guidelines and codes of practice as may from time to time be in force.

1.3 Scheme Members shall not enter into negotiations with customers for the supply of BP Services and shall refer customers to BP for such negotiations to take place.

### 2. How to join and leave the scheme

2.1 Upon Scheme Members registering interest with BP in joining the Scheme BP will send a confirmation letter, these Conditions and a BP Gas Switch welcome pack.. Once Scheme Members have received the confirmation letter from BP they will be deemed a member of the Scheme (hereafter a ‘**Scheme Member**’) and will be bound by these Conditions.

2.2 Scheme Members wishing to leave the Scheme should write to BP Gas at the address below.

### 3. Scheme Rewards

3.1 Scheme Members can recommend new domestic or commercial LP Gas customers to BP; via telephone to either the Scheme Member account manager or the customer management centre; via email to [bpogas@uk.bp.com](mailto:bpogas@uk.bp.com), or via post using the relevant forms supplied by BP. In each case, the Scheme Member should specify the customer name, customer job title and company name (where recommending a business customer), address, postcode, e-mail address (optional) and telephone number.

3.2 Subject to condition 4, if BP enters into a LP Gas supply contract with a new customer as a direct result of a recommendation by a Scheme Member (hereafter a ‘**Recommender**’), the Recommender will receive the relevant payment (inclusive of VAT at the appropriate rate), (the ‘**Reward**’), as specified under the heading “BP Gas Switch: Bonuses” in the Scheme Members welcome pack which may be amended by BP from time to time.

3.3 Subject to condition 4, if the Recommender makes several recommendations pursuant to and in accordance with Condition 3.2 the Recommender will receive the relevant extra bonus payment (inclusive of VAT at the appropriate rate) (“the **Bonus**”), as specified under the heading “BP Gas Switch: bonuses - Additional benefits” in the Scheme Members welcome pack which may be amended by BP from time to time.

3.4 Rewards are paid to the Recommender by cheque during the month following installation of a BP Gas tank at the recommended customer’s premises. Any Bonuses will be paid at regular intervals as specified under the heading “Additional Benefits” in the Scheme Members welcome pack which may be amended by BP from time to time

### 4. Reward criteria:

4.1 To gain a Reward following a referral to BP by a Recommender, the customer who signs a LPG supply contract with BP must not have an existing LPG supply contract with BP. However a Reward will be payable where the customer has previously had a LP Gas supply contract with BP which has expired or been terminated.

4.2 Only new customers based in the UK who have their LP Gas delivered to an address on the UK mainland will qualify the Recommender for a Reward under the Scheme.

4.3 Payment will only be made if the name of the Recommender is present in the new customer's record in BP Gas's Customer Management System (CMS).

4.4 Every new customer to BP that has a CMS record including the name of the Recommender will generate a Reward for that Recommender.

4.5 Payment to the Recommender will only be made by BP if a new customer signs up to the appropriate minimum term contract for the supply of LP Gas from BP as follows: a two (2) year LP Gas supply contract for domestic bulk customers; or a three to five (3 – 5) year supply contract for commercial bulk customers.

4.6 Only one Recommender per new customer will be eligible for the Reward. If more than one installer recommends the same customer to BP, the installer who first made the recommendation will receive the Reward.

4.7 BP reserves the right to refuse to make a payment at anytime and for any reason.

## **5. Confidentiality**

5.1 Scheme Members shall keep confidential all business, products or services information disclosed by BP together with these Conditions and undertake not to disclose confidential information to any third party without the prior written consent of BP unless required by law, regulatory authority or court order. Notwithstanding the foregoing provisions, BP permits Scheme Members to disclose to customers its involvement with BP in connection with referral activities strictly in accordance with these Conditions.

## **6. Limitation of liability**

6.1 BP shall not be liable to the Scheme Member in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business or anticipated savings, or for any indirect or consequential loss or damage whatsoever. BP's total liability under these Conditions shall be limited to the aggregate annual value of Rewards payable to the Scheme Member.

6.2 Nothing in these Conditions shall exclude or restrict either party's liability for fraud, death or personal injuries resulting from the negligence of that party or of its employees while acting in the course of their employment.

## **7. Termination**

7.1 BP reserves the right to cancel or amend the Scheme at anytime.

7.2 BP reserves the right to revoke membership of the Scheme for any reason and at any time and the decision of BP as to whether Scheme Members will be eligible to join and remain as a member of the Scheme is final.

7.3 On termination of Scheme Membership, Scheme Members will cease carrying out referrals, return to BP all its materials and, where requested by BP, certify compliance with obligations under these Conditions in relation to confidentiality.

7.4 Upon termination of Scheme Membership, for whatever reason all provisions intended to or capable of surviving termination shall survive and remain in force.

## **8. General**

8.1 BP may exercise its right at any time to preapprove, as may be developed, or supply Scheme Members with any materials including (but not limited to) flyers, posters, videos, billboards, banners, screens, flags, magazines, photographs, internet, CD-ROMs, DVDs and articles.

8.2 Nothing in these Conditions shall constitute any partnership, agency or agreement of employment.

8.3 Except as expressly stated in these Conditions nothing shall grant or be deemed to grant the Scheme Member any right, title or interest in any intellectual property rights owned by BP and nothing shall entitle Scheme Members to use BP's logos or trade marks or any other intellectual property rights in any way whatsoever without the prior written consent of BP other than as provided for under these Conditions.

8.4 Amendments to these Conditions shall not be effective unless in writing and signed by an authorised signatory on behalf of BP.

8.5 BP shall not be deemed to have waived any right under these Conditions by failure or delay in exercising a right.

8.6 These Conditions contain the whole agreement between the parties relating to its subject matter and supersedes all previous written or verbal agreements, representations or conduct relating to it.

8.7 Scheme Members shall not be entitled to assign or transfer any right or obligation under these Conditions without the prior written consent of BP.

8.8 The headings in these Conditions are for ease of reference only and shall not affect their interpretation.

8.9 If any provision (or part of) of the Conditions is found to be wholly or partly unenforceable it shall to the extent of such unenforceability be deemed severable and the remaining provisions of the Conditions provision (or part of) shall continue in full force and effect with the minimum modification necessary to make it enforceable.

8.10 No person who is not a party to these Conditions shall have any rights to enforce its provisions.

8.11 These Conditions shall be governed by and construed and interpreted in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

8.12 If you wish to contact BP Gas to discuss the Scheme please do so using the following details: 1 Cambuslang Way, GLASGOW, G32 8ND 0845 300 0038, Fax 0141 307 4869, web [www.bplpg.co.uk](http://www.bplpg.co.uk), email [bpgas@uk.bp.com](mailto:bpgas@uk.bp.com)), or contact your account manager..