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# Terms & Conditions

## 1. Parties, Definitions and Interpretation

In these terms and conditions (which are referred to in this document as “these terms”), “Customer” means the customer for whom the Works are to be carried out by RyGas Ltd, “Contract” means the agreement between the Customer and RyGas Ltd to carry out the Works of which these terms form a part and (where these terms are a schedule to a signed agreement between the Customer and RyGas Ltd (“the Agreement”) the Agreement, “Works” means the works described in RyGas Ltd’s estimate and/or as referred to in RyGas Ltd Work Detail Sheet or any other document or verbal contract issued by RyGas Ltd, as may be varied by agreement in writing between the parties. For the purposes of these terms, “in writing” includes by email and any document which is set out in a handheld device and any signature on a hand held screen shall be treated as in writing. In these terms words importing the masculine gender also include the neuter and the feminine gender and words importing the singular number also include the plural number, where the context so requires.

## 2. General

2.1 The Customer will be treated as an Account Customer or a Non-Account Customer, according to RyGas Ltd’s reasonable discretion.

2.2 All estimates either verbal or written given by RyGas Ltd, all orders and instructions given by the Customer, and all work authorisations, are governed by these terms. They supersede any other terms appearing elsewhere and override and exclude any other terms stipulated or incorporated or referred to by the Customer, whether in the order or instructions or in any negotiations or in any course of dealing established between RyGas Ltd and the Customer, except where these terms are a schedule to a signed Agreement between the Customer and RyGas Ltd, in which event these terms apply only to the extent not inconsistent with that Agreement.

2.3 The Customer acknowledges that RyGas Ltd has not made any representations (other than any expressly stated in the Contract and/or in RyGas Ltd estimate) which have induced it to enter the Contract and the Contract shall constitute the entire understanding between the Customer and RyGas Ltd for the performance of the Works (and detailed in paragraph 4 below).

2.4 No modification to the Contract shall be effective unless made by an express written agreement or email exchange between the parties. The signing on behalf of RyGas Ltd of any documentation of the Customer shall not imply any modification of the Contract.

2.5 Nothing in this Contract is intended to confer on any person any right to enforce any term which that person would not have but for The Contracts (Rights of Third Parties) Act 1999. Accordingly, a person who is not a party to this Contract shall have no rights under that Act to enforce any of its terms, but this does not affect any right or remedy of such person which exists or is available apart from that Act.



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### **3. Estimates and variations to the price**

3.1 Any estimate by RyGas Ltd is subject to withdrawal by RyGas Ltd at any time before receipt of an unqualified acceptance from the Customer and shall be deemed to be withdrawn unless so accepted within 28 days from its date.

3.2 Unless otherwise specified by RyGas Ltd in the relevant estimate, an estimate is not a firm or fixed price quotation even if it shall be called a quotation unless otherwise specified by RyGas Ltd. It is an estimate of the likely minimum cost of the Works, based on the information made available to RyGas Ltd. RyGas Ltd final price will be calculated on the basis specified in the estimate, if any, or, if none, in accordance with RyGas Ltd's standard Account Rate Card applicable at the time the Works are carried out and may be increased above (but not reduced below) the specified price. Furthermore, RyGas Ltd reserves the right to increase the price before carrying out the Works by an amount equivalent to any increase to RyGas Ltd in the cost of relevant materials, labour, equipment hire or transport since the date upon which RyGas Ltd estimate, written, emailed or oral, was given, say that if this would increase the estimated price by more than 10%, the Customer may cancel the Contract provided it does so before the Works are begun, any relevant materials are ordered or any relevant equipment is hired.

3.3 When any works is instructed by the Customer for RyGas Ltd to undertake. The Customer will either be given an hourly labour rate card or a written/verbal estimate cost (including or not including materials). The hourly rate card will always consist of a minimum of one hour's labour & per 30 min price increments thereafter depending on the time spent. Labour costs will only constitute a fixed cost only if agreed either verbally or in writing by RyGas Ltd. If not, it will be an estimated cost – subject to the scope of works outlined, and reliant on no unforeseen obstacles effecting the works estimated that could not be known prior.

3.4 RyGas Ltd reserves the right to charge a fee for the collection of materials from its supplier. If the collection occurs whilst RyGas Ltd is on site, the time taken will be treated as an addition to the Works and charged at the relevant rate or alternatively a collection fee may be applied at the "companies" discretion. If the materials are ordered for subsequent collection and delivery, a charge may be made by RyGas Ltd. Materials will be supplied at cost net after RyGas Ltd's discounts plus RyGas Ltd's normal mark-up to cover handling, stock maintenance, etc.

3.5 RyGas Ltd's standard rate cards are subject to change at any point and may alter on availability and location of works although the standard rate card applies to the majority of works undergone by RyGas Ltd. The standard rate may also alter depending on agreed pricing for Account Customers of RyGas Ltd.

3.6 The price payable by the Customer is calculated as specified in paragraph 3 above. Unless otherwise stated, the price and all estimates provided by RyGas Ltd are shown exclusive of Value Added Tax which will be payable in addition where properly chargeable.

3.7 In some instances, further works may only become apparent to be required once the accepted works have commenced. This can be due to unforeseen circumstances not visible or known at the point of the original quotation/estimate. Any alteration to an original specification will be quoted either verbally or written and must be accepted before the works continue.



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#### **4. The Works**

All descriptions, illustrations etc. contained in any catalogues, price lists or advertisements, or otherwise communicated to the Customer, are intended merely to present a general idea of the Works and nothing contained in any of them shall form a part of the Contract.

#### **5. Payment**

5.1 Non-Account Customers: Payment by the Customer is due on immediate completion of the Works. Payment must be made on such completion.

5.2 Account Customers: RyGas Ltd will seek to submit invoices to the Customer within 14 days of completion of the Works and, subject to paragraph 7 below, payment must be made by the Customer within 30 days after the date of issue of the invoice.

5.3 Snagging: Where the Works have been completed subject to snagging, 95% of all amounts outstanding must be paid on such completion and the Customer must provide access to RyGas Ltd without delay to enable the snagging to be finalised. The balance of 5% will become payable upon the finalisation of the snagging or, if access has not been made available to carry out the snagging within 14 days of completion, at the expiry of such 14-day period.

5.4 Where the Customer is represented by a third party (such as a managing agent, contractor or other representative), in the event of non-payment by the Customer, the third party will be responsible for payment unless RyGas Ltd has agreed otherwise in writing.

5.5 RyGas Ltd shall be entitled to interest daily on any amount not paid on the due date for payment from such due date until payment in full at 4% above the Bank of England base rate at the relevant time.

5.6 RyGas Ltd shall not be required to issue or deliver any certificates, guarantees or other similar documents regarding the Works until payment has been made in full.

5.7 Some works estimated/quoted by RyGas Ltd will be subject to a deposit payment before works are undertaken for the Customer. This deposit amount will be a maximum of 50% of the quoted/estimated works incl VAT and the final 50% will be due on completion of the works undertaken unless otherwise specified in writing. This is to cover larger material costs ordered by RyGas prior to works.

#### **6. Commencement and Completion Dates**

Dates specified for the commencement and completion of the Works are estimates only. RyGas Ltd. Shall use all reasonable endeavours to ensure that it will attend on the date and time agreed. However, it accepts no liability in respect of non-attendance or late attendance on site or for the late or non-delivery of materials.

Time shall not be of the essence of the Contract except as provided in paragraph 15 below.

#### **7. Inspection of Works**

The Customer shall inspect the Works as far as it is reasonably possible to do so immediately upon their completion (though failure to countersign the relevant Works Detail Sheet shall not imply



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rejection of the Works) and if it considers that the Works or any part thereof are not in accordance with the Contract, it shall within 7 days from the date of inspection give detailed notice in writing thereof. In the absence of any such notice, the Works shall be conclusively presumed to be complete and free from any defect which would be apparent on reasonable examination.

### **8. Indemnity**

The Customer shall indemnify RyGas Ltd. against all actions, suits, claims, demands, losses, charges, costs and expenses which RyGas Ltd. may suffer or incur in connection with a claim by any third party resulting from a breach of the Customer's obligations, undertakings, representations and warranties in connection with this Contract.

### **9. Whole agreement and Exclusion of liability**

These terms set out RyGas Ltd. entire liability in respect of the Works and RyGas Ltd. liability under them shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities, expressed or implied, in respect of the Works and the quality thereof.

### **10. Limitation of Liability, and Liability of RyGas Ltd.**

RyGas Ltd. liability shall be limited to:

10.1 the repair or making good of any defect pursuant to its undertaking in paragraph 13 below and subject always to paragraph 7 above.

10.2 liability for death or personal injury resulting from negligence while carrying out RyGas Ltd's duties, and the reasonable costs of repair or reinstatement of any loss or damage to the Customer's property if such loss or damage results from RyGas Ltd's negligence or that of its employees, agents or sub-contractors and the Customer incurs such costs that have been notified prior subject to paragraph 7 and have followed our complaints procedure internally.

### **11. Access**

11.1 The Customer shall provide clear access to enable RyGas Ltd. to undertake the Works prior to attendance. The client shall ensure that the working area is clear and safe of any potentially harmful substances or items – such as sharps, chemicals not stored correctly or anything knowingly that could cause danger to our personnel.

11.2 The Customer must obtain any permission for RyGas Ltd to proceed over property belonging to third parties if this is necessary for the proper execution of the Works and will make all necessary arrangements with the proper persons or authorities for any traffic controls and signals, other permits or permissions/consents required in connection with the carrying out of the Works (including planning permission's and building control notifications)

11.2 The Customer shall indemnify RyGas Ltd against all claims of whatsoever nature made by third parties arising out of the presence of RyGas Ltd its employees, agents or sub-contractors on the Customer's property save where such claim results directly from negligence on RyGas Ltd part. The Customer shall be liable to RyGas Ltd for all loss or damage whether direct, indirect, or consequential which is suffered by RyGas Ltd. as a result of failure or delay by the Customer in performing the obligations referred to above in 11.2 and or the required cancellation fees incurred.



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## 12. Defects

12.1 Subject to paragraph 8 above and the exclusions listed below, RyGas Ltd. undertakes to repair or make good any defect in completed work which appears within 12 months of completion of the same to the extent that such defect arises from a breach of RyGas Ltd. obligations under this Contract. This is referred to as our **"Workmanship Guarantee"**

12.2 Provided that details of the defect are notified by the Customer to RyGas Ltd subject to paragraph 7 or within a reasonable time frame dependent on the issue and location within reason. Whilst also having followed our internal complaints procedure; therefore, giving our insurers (if relevant) the opportunity of inspecting the work and the alleged defect prior to any action.

12.3 This undertaking shall only apply to work carried out and completed and invoiced by RyGas Ltd. and which is paid for by the Customer by the due date for payment ascertained in accordance with paragraph 5 above.

12.4 If RyGas Ltd's returns to the site at the Customer's request to review a claim under this undertaking and it transpires that the defect had not arisen because of a breach of this Contract on the part of RyGas Ltd. RyGas Ltd reserves the right to charge the Customer for the visit at its standard rate card as per paragraph 3 above.

12.5 RyGas Ltd. reserves the right not to carry out any work under this paragraph 12 where the Customer cannot evidence that the work was originally carried out and completed by RyGas Ltd. or where payment has not been made in full for such work.

12.6 Exclusions including the above of this **"Workmanship Guarantee"** are:

- Parts and materials will be provided only with the benefit of the manufacturers or supplier's guarantee, and are not guaranteed by RyGas Ltd. RyGas Ltd will not be liable for any costs associated with the replacement or repair of a defected part/materials and this must be taken up with the manufacturers directly where our supplier can no longer issue a replacement part for free on evidence of a defect. We cannot cover the labour for faulty parts due to not manufacturing the product. We may only cover the labour to replace a defected product if we have been notified as per paragraph 7 - therefore not providing a 12-month guarantee.

- Any system's, structure, parts/materials not originally installed by RyGas Ltd.

- Any recall arising from circumstances or factors known to the Customer but not notified or disclosed to RyGas Ltd. prior to the work having been undertaken.

- Defects resulting from misuse, wilful act, or faulty workmanship by the Customer or anyone working for or under the direction of the Customer (other than RyGas Ltd) i.e a third party interference.

- Structural defects encompassing but not limited to subsidence and its resultant effect.

- Any previous works undertaken by RyGas Ltd. that has been affected by any other outside force out of RyGas Ltd's control.



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- Any work where RyGas Ltd. has stated either verbally or written that the work to be undertaken is not advisable and another option is recommended. For example, the instruction from the Customer to attempt to repair an object, system, part that RyGas Ltd has advised to replace for a more cost effective and reliable outcome.

- Any works carried out in relation to blockages in pipes or drainage systems.

- Any work carried out in relation to decorating.

- Any works where the original installation condition is defected causing the said "defect" to our new works. For an example Movement in an existing floor level, which movement is then causing a bath to move – therefore pulling away new silicone installed Or poorly installed original pipework angles, meaning the seal to joint connections is disrupted easily.

- Any attempted repair – which would be cheaper to attempt than a new installation. For example an attempted repair on a tap washer – which leaks again in 3 months time meaning its now best to replace the component.

- Any work that is not a new installation – i.e therefore not being covered on fault finding and diagnostics, or an attempted repair with no component or part use to make good of the existing part or component.

### **13. Force Majeure**

RyGas Ltd will use all reasonable endeavours to carry out the Works on the agreed dates but shall not be under any liability to the Customer if it should be either impossible or impracticable to carry out the Works on the agreed dates or at all, by reason of strike, lock out, industrial dispute, act of God or any other event or occurrence beyond RyGas Ltd's control.

### **14. Customer's Liability**

The Customer shall be liable for:

- Any loss, damage or injury, whether direct or indirect or consequential, resulting from failure or delay in the performance of the Customer's obligations under these terms.

- Providing all necessary power and a clean water supply for RyGas Ltd use in the execution of the contracted works.

- The safety of both plant and machinery belonging to or hired in by RyGas Ltd or its employees, agents or sub-contractors and shall indemnify RyGas Ltd against its loss, theft or damage.

### **15. Cancellation**

**15.1** If the Customer cancels the Contract without RyGas Ltd's consent other than pursuant to paragraph 3.2 above, the Customer shall indemnify RyGas Ltd against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing, and for the avoidance of doubt any such cancellation is without prejudice to RyGas Ltd's right to payment in accordance with paragraph 5 above.

**15.2** If the Customer wishes to cancel the appointment Ry Group reserve the right to charge a 50% cancellation fee on the quoted labour – and charge for any materials that cannot be returned in full or a minimum restocking fee of 30% should they be returnable.





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**Cancellation Notice Required:**

**Under £600** Labour Cost of total works or remaining works **(24hrs minimum required)**

**Over £600 – £1000** Labour Cost of total works or remaining works **(48 hours minimum required)**

**Over £1000** Labour Cost of total works or remaining works **(5 working days minimum required)**

Notice will be calculated within working hours only. There may be exceptional circumstances we do not apply a charge for cancellation, but this will be down to the discretion of the company and each individual circumstance.

**15.3** In instances when the appointment for a visit from RyGas Ltd has been made by a third party (managing agent, landlord) who is not arranging the access at the property but has instructed the works. Cancellations or no access will still be subject to our cancellation policy as stated in the above paragraphs.

**15.4** In accordance with paragraph 5.7 above, should the Customer cancel an appointment booked for an accepted estimate post deposit payment; the company reserves the right to retain the deposit and any labour & parts costs associated with cancellation in accordance with paragraph 15.2 above.

**16. Removal of Waste Materials**

Unless agreed in writing between the parties, the Customer will be responsible for the removal from site of all waste materials resulting from the Works.

**17. Frozen Pipes**

RyGas Ltd will not be liable for any fracture found in frozen pipes attended by RyGas Ltd will not guarantee to clear blockages occurring in a frozen pipe or drains.

**18. Asbestos**

RyGas Ltd. will not carry out any works or continue works in the instance asbestos is found to be present or suspected to be present and not be liable for any damages or costs associated in the delay or unevent of the works.

**19. Pipe Work Blockages**

RyGas Ltd. will not be liable for any reoccurrence of pipework blockages/waste pipe blockages, in any pipework previously worked on even within a 12-month period as per paragraph 12.6

**20. Decorating**

RyGas Ltd. will not be liable for any decorating difference in paint matches and or paintwork that we have not carried out the new installation surface of. Even within a 12-month period as per paragraph 12.6



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## 21. Waiver, Variation etc.

No waiver by RyGas Ltd of any breach by the Customer shall operate as a waiver of any preceding or subsequent breach by the Customer. No variation shall be effective against RyGas Ltd. unless sanctioned in writing by RyGas Ltd. No forbearance or delay on RyGas Ltd's part shall prejudice RyGas Ltd's rights and remedies under this Contract.

## 22. Complaints Policy Final Response

Any acceptance of monetary deduction or refund, and or free time/materials provided to the Customer that is offered by RyGas Ltd. In our final complaint response. Will mean that RyGas Ltd will not be liable for any other defect or complaint relating to the same issue/work and this acceptance shall signify the completion of the complaints track. Should the customer then take the complaint to any third party, either by way of legal proceedings or review. The customer will be liable for any costs associated in admin fees, costs and or loss of earnings from this point.

By using RyGas Ltd you automatically accept and adhere to the above Terms & Conditions.

# Refund Policy

RyGas Ltd operate a no refund policy in general. However, should there be any complaint in regards to the quality of our workmanship/products supplied, you can follow our complaints procedure below. The company will follow the appropriate steps to try and resolve your query in a timely and fair manner whilst taking into our account our Terms & conditions. This may result in a refund at the companies' discretion, should it be found appropriate in that instance.

# Complaints Procedure

- You must contact the company in writing/email addressing it as a complaint within 14 days of the works in question being carried out, so we can investigate your concern.
- You can address your letter to Ryan O'Sullivan, and either send it to our address at 200 Beverley Way, New Malden, Surrey, KT3 4PB or [office@rygroup.co.uk](mailto:office@rygroup.co.uk)
- RyGas Ltd. will contact you within 7 working days to confirm receipt of your complaint and start investigation. Such as to arrange access to view the work in question, or to gain any further information relating to your concern from any parties involved.
- After investigations have been made RyGas Ltd. will aim to respond within a further 7 working days. This will be a written response in which we will outline our findings and try to conclude or resolution of the matter.
- All works are subject to our T&C's which can be found at [www.rygroup.co.uk/terms-conditions](http://www.rygroup.co.uk/terms-conditions).