Interpretations, Parties & Definitions

1. These are the Terms, which together with the estimate or agreement comprise the Contract. Within these Terms, the following definitions shall apply to the defined words and expressions, unless the context requires otherwise:

Commencement Date: means the date on which both parties agree the Order in accordance with clause 4 and at which point the Contract is formed.

Agreement: Means any form of agreement verbally estimated agreement on smaller less planned works. Or an in-writing agreement, detailing the estimate and scope of works for larger planned works. This may also include any form of work sheet or in writing agreement.

In Writing: For this agreement also includes email and any form of written communication

Contract: means the legally binding contract between You and Us comprising of these Terms and the agreement which comes into force on the Commencement Date and on which We shall supply Goods and Services to You.

CRA: means the Consumer Rights Act 2015.

Delivery Date: means the estimated date that We aim to deliver the services and commence Your works or as varied from time to time in accordance with these Terms.

Emergency Works: means any work required by You to be carried out in an emergency, such as where Your property has been damaged by a storm, is not watertight, or the health and safety of the occupier of the property where works should commence is at risk.

Goods: means the items specified in the Order that We have agreed to supply to You.

Scope Of Works: means the plan which We will produce to explain what is going to happen, any health and safety issues that You need to be aware of, advise You about any preparations that You may need to make (such as moving furniture or valuables or clearing space), the arrangements for access to Your property by the installation team, any special instructions to protect Your children or pets and what We will be doing with waste and materials that We need to take away.

Site: The location/property where we shall carry out the Services.

Marketing Materials: means brochures, drawings, illustrations, literature, samples or other such marketing materials.

Estimate: means the detailed description of the Goods and Services that You require Us to supply to You and any documents referred to therein.

Estimate Confirmation means the action by you, in writing or verbally, of accepting the estimate or agreement.

Preparatory Work: means any work that We are contracted to do prior to installation of the Goods.

Contract works: Contract works which we form defined terms, cancellation policies and a set service term for. This may be a Planned preventative maintenance contract, a service or repair contract. For sections listed some of these T&C's may be superseded by the Contract of works itself – however if not stipulated this may vary these T&Cs should be taken as the master copy.

Contract: Meaning by viewing this document of our T&C's you are entering into the contract of agreement of these terms

Price: means the total amount that You are contracted to pay to Us for the Goods and Services as shown on the Order.

Services: means the delivery, and professional services specified in the estimate that We have agreed to provide to You.

We, Us, our: means RyGas Ltd**, a company** registered and trading in England with the 07502125 whose *registered/trading address* is 200 Beverley Way, New Malden, Surrey, KT3 4PB.

You, your: means the person(s) **whose** details are set out in the estimate or who is confirming the agreement.

1.1. You should read these Terms carefully and check that the information shown in the Estimate is correct. We intend to rely on these Terms, so if You require any changes to them, please ask for the change to be confirmed in writing and prior to the Contract being formed.

1.2. Statutory rights as a consumer are set out in legislation and nothing in this Contract, or any of Our Marketing Materials shall affect any of Your statutory rights.

Commencement

2. To signify acceptance of the Order and the Terms and to form the Contract, you can do so by either accepting the estimate verbally, by using our portal link contained within the delivery email or any form of in writing acceptance channel with our team. You can find contact details below.

Information we are Required to Give you

THIS INFORMATION MAY APPEAR OR BE ADVISED IN YOUR AGREEMENT OR ESTIMATE BUT IS REPRODUCED HERE FOR CONVENIENCE**.**

3. THE PRICE OF THE GOODS AND A BREAKDOWN, WHERE APPROPRIATE, OF HOW THAT PRICE HAS BEEN REACHED, INCLUDING:

(a) DELIVERY CHARGES (IF ANY)
(b) VAT CHARGES (AND HOW YOU MAY DEAL WITH CHANGES IN VAT RATES)
(c) ANY STATUTORY FEES (SUCH AS PLANNING CONSENT FEES) AND WHO PAYS THEM
(d) ANY CHARGES FOR CREDIT
(e) RUBBISH REMOVAL PLAN AND ANY COSTS ASSOCIATED IF RELEVANT
(f) ANY OTHER COSTED ITEMS
(g) ANY CHANGES TO OUR GENERAL CANCELLATION TERMS DUE TO THE PARTICLUAR ESTIMATE OR AGREEMENT

3.1 If we provide you with any special offer or incentive for the works to be undertaken this will be confirmed & detailed in the agreement.
3.2 We will aim to communicate how to access any warranties or helplines that may not be held with us but related to your estimate.

Specification of Goods

4. The Goods are described in the Estimate or agreement. 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.

4.1 If we have not detailed an illustration, Make/Model, Image or Description of any goods the type will not form part of the agreement – and therefore should you have specific requirements you should notify us to confirm any required

details before commencement. We will not be held liable for any wasted labour time which will still be charged or goods costs if the goods not wanted are not then returnable at the point of this realisation. We will only cover our labour time and resolve if any incorrect goods supplied are down to our supply error. Likewise, should you supply any goods that are not suitable for the services any labour time spent proportionately to the agreement will still be charged up until this realisation.

4.2 We may have shown You Marketing Materials to provide You with an approximate idea of the Goods, layout or positioning that they describe. Although we have made every effort to display the Goods correctly, they may vary slightly from the colour or composition shown. All specifications are approximate only and are subject to normal margins of tolerance for the materials and installation in question.

4.3 In the event the goods and services relate to planned installations. We would have either visited site in person to take approximate measurements and details required to estimate the services. Or we may have gathered this information via a Virtual Inspection or through drawings and tender documents. Due to the limited time frame for this and the nature of not being able to inspect or test every aspect always required. It may be necessary for us to carry out a pre works survey to verify our measurements and to develop an Installation Plan (see Preparatory Work). This may be charged separately and a separate agreement made to your final agreement and or estimate. It may also mean we cannot provide a fixed cost or price until certain stages are accomplished to reveal the service plan. Read more about this in our prices.

Calculations & Like for Like

General

5 Where we have not been able to gain access to certain areas of a property to ascertain measurements or information required for the specification of works. For example, lifting floorboards, checking above ceilings or in communal areas – we cannot be held liable for any changes to Goods supplied by us or yourselves or costs associated that may be due to any new findings once commencing works. This may also then affect any agreements with variations to price in labour due to unforeseen obstacles.

5.1 Where we have estimated any works that are based on like for like replacements of any component, or part – unless we have been made aware there has been previous issues with its operation, we assume that it is correct and suitable replacement and won't be held liable for any preexisting installation specification errors. We will always aim to provide the best advice however sometimes providing this information would be subject to further investigation or time on site to become apparent and so in any like for like situation sometimes assumptions are required.

5.2 Where we have been provided sizes, specification or details from the client that may be incorrect. Rygas ltd will not be held liable for any costs associated to goods or labour amendments.

Electrical

5.3 Where we have not been provided output ratings of any appliances or there is none available – we cannot be held liable for any cost associated to change of labour or goods costs.

Gas & Heating / Plumbing

5.4 Where we have estimated or agreed to install radiators at your property – we may not work out the BTU output for the space if you have asked for a like for like replacement heater. We will only endeavour to work out these BTU calculations if requested or installing from new.

5.5 Where you have requested us to estimate any underfloor heating works we will only provide an estimate based on a rough costs until a specification is provided detailing the product to supply suitable for the system and flooring type to be used to which we will work to and may alter costs – we will not advise on this heat output.

Renewables

5.6 We have estimated the energy performance calculations and provided these with Your quotation. Our standard calculations are based on Standard calculations approved by MCS Standards. Where We have referred to energy inflation or other statistical information, we have used information publicly available from the Office for National Statistics.

5.7 The performance of energy systems is impossible to predict with certainty due to the variability in fuels and energy sources, climatic variations, local obstructions or environmental conditions and differences from location to location. The estimates provided in this contract are for guidance only and must not be considered as a guarantee of performance.

Preparatory or Emergency Work

5.8 We will commence work on preparing the Goods for delivery and developing an Installation Plan from the Commencement Date. We may, at Our discretion, wait until Your right to change Your mind elapses (see Rights to Change Your Mind).

5.9 Our preparatory work may include a survey of Your property, making access to expose something to provide better clarity to allow for a better agreement. By placing the Order, you give Us permission to go ahead with any Preparatory Work specified in the Order. If You change Your mind and cancel the Contract after commencement of these Preparatory Works, you will be charged a reasonable proportion of the fees shown for them on the Order.

6 If You have requested Emergency Works, this will be clearly shown on the Order and You shall be deemed to have given Us permission to commence with these Emergency Works straight away. In this case We may take temporary action to make Your property safe, secure and watertight, before completing a full repair or replacement as set out in the Order You understand that this means You cannot change Your mind and cancel the Contract in respect of those Emergency Works.

Costs, Estimates & Variations

General

7 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.

7.1 When any works is instructed by the Customer for RyGas Ltd to undertake. The Customer will either have been given an hourly labour rate card, Day Rate card or A Fixed rate (including or not including materials which will be confirmed or specified). 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 stating Fixed cost and specified as fixed by RyGas Ltd. If not, it will always be an estimated cost – which will be adjusted on the final invoice – any major changes to this estimate and the reason would be updated to the client during the progression or findings of unforeseen obstacles.

7.2 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 most works undergone by RyGas Ltd. The standard rate may also alter depending on agreed pricing for Account Customers of RyGas Ltd.

7.3 Our costs, agreements and estimates are only valid from 28 Days from the date of the agreement. Rygas ltd reserves the right to alter these costs.

Repairs & Maintenance

8 Where some service outcomes are unknown until the commencement of the diagnostic or attempted repair work and reaching key stages of this – it may be necessary to make variations to our agreement in terms of estimated time frame and cost in relation to goods and services. We will endeavour to update you either verbally or in writing where possible or pre agreed. However, in the case in which we have reasonable care and duty to make safe of a situation or in the best interest of the client economically – should we not be able to confirm this agreement we shall proceed with best interest in mind at the original agreed estimated rate + any goods or materials costs.

8.1 We will only accept variation agreements with the invoice payer or our client/account holder and not a person present at a property. Unless otherwise prior agreed by our client in which we can do so.

8.2 RyGas Ltd reserves the right to charge a fee for the collection of materials from its supplier if we do not have the required goods. 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 agreed rate for the time it takes. Materials will be supplied at cost net after RyGas Ltd's discounts plus RyGas Ltd's normal mark-up to cover handling, stock maintenance. Depending on the type of goods this is between 20-40% and never more.

Installation & Planned Works

9 We may need to make minor changes to the Goods specified on the Order if there is a change in laws, regulatory or technical requirements or improvements. These changes will not adversely affect the use or nature of the Goods.

9.1 You may ask Us to make changes to the specification of the Goods in advance of commencement or delivery. We will then advise You if Your requested change is possible and any consequences of that, including to the Price, the Delivery Date or anything else. Any agreed change will be confirmed by Us in writing.

9.2 During Our Preparatory Work (perhaps because of a survey or because of third party works or tests), it may be necessary to make more substantial changes to the Order. We will discuss these with You to determine if the change is possible and any consequences of that, including the Price, the Delivery Date or anything else. If significant changes are required, we will place the Contract on hold for up to 14 days to enable You to consider whether You wish to proceed. At the end of 14 days, if no agreement on changes is reached, the Contract will be terminated. You will receive a refund of any deposit paid within a further 14 days less, at Our discretion, any fees and charges due for the Preparatory Work completed so far. Any agreed change will be confirmed by Us in writing.

9.3 We will only accept variation agreements with the invoice payer or our client and not a person present at a property. Unless otherwise prior agreed by our client in which we can do so.

9.4 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.

9.5 RyGas Ltd reserves the right to charge a fee for the collection of materials from its supplier if we do not have the required goods or could not have foreseen the required goods before commencement of the works. 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 agreed rate for the time it takes. Materials will be supplied at cost net after RyGas Ltd's discounts plus RyGas Ltd's normal mark-up to cover handling, stock maintenance. Depending on the type of goods this is between 20-40% and never more.

9.6 Where there is any third party involved in other preparatory work or works that could affect our works or agreement. We will not be held liable for any changes to costs to labour or goods based on changes to specification, sizes/spacing because of the work they have performed. Should changes be required they need to be notified in writing us to allow for any variation in the works to be made aware.

Changing Your Mind

Maintenance, Repairs & Servicing

10 When works relates to maintenance, repairs or servicing within your property – there is no cooling off period and therefore our cancellation policy which can be found below is active from accepting our agreement.

10.1 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 below.

Installation & Planned works

11 You have the right to change your mind and cancel an agreement within 14 days from the date of completion of Your installation without giving any reason. This does not apply to the extent that the agreement includes Emergency Works, Maintenance, Repairs or Servicing.

11.1 To change Your mind and cancel the agreement in accordance with the above clause You should tell Us as quickly as possible and confirm this in writing addressing this to the below contact details

11.2 You should think carefully about the consequences of cancelling the Contract at different stages. However, you may change Your mind and cancel the Contract from the Commencement Date to 14 days after the date of completion of Your installation. This is over and above Your statutory rights.

11.3 If no Goods have been ordered or Services carried out (including any Preparatory Work), You may change your mind and cancel the Contract, in which case You will receive a full refund of any monies paid within a further 14 days.

11.4 If We have commenced with the provision of the Services (including any Preparatory Work) or goods/materials have been ordered. You may change Your mind and cancel the Contract, however We may charge You reasonable fees, provided: Such as admin or labour time spent, re-stocking or return fees of goods, in some cases goods may be non-returnable and the full cost applied. The cost charged for any admin or labour will be a reasonable reflection of the value of the work that has been carried out; and You gave us permission (by agreeing to the estimate or agreement) to proceed within the cancellation period.

11.5 If We have completed (or partially completed an installation) You should think carefully about the consequences of cancelling the agreement at this stage. We will return to Your property to remove the Goods and You must allow Us to do so, failure to do so disputes any cancellation. You should plan carefully for this removal if we do return. We will carefully remove the Goods and leave Your property safe & secure, but that does not always mean the property will be left as found. It is likely to be impossible to refit Your old goods back into the property and We are under no obligation to do so. We will charge You proportionate fees for the work done so far and the reduced value of the Goods if that applies. However, where Goods are non-returnable, we reserve the right to charge in full and or if returnable a restocking fee if applicable. If the work has been completed, this could mean that you could be charged a significant proportion or full amount of the agreed price. We reserve the right to not register the services carried out to appropriate governing bodies where an agreement is cancelled.

Contract works

11.6 If you want to change your mind in relation to a contract of works – each contract will set out its own contract and cancellation terms which would be outlined within. Please refer to these documents, emails and correspondence or contact us on the details provided below for specific instruction.

Delivery and Installation

Installation & Planned Works

12 Any additional delivery or installation costs will be shown on the Order (or any agreed variation to it), otherwise Your delivery and installation costs are included in the Price.

12.1 We aim to complete the delivery and installation within a reasonable time frame, but We will liaise with You over any reasonable changes to that. For the avoidance of doubt time is not of the essence in respect of the Delivery Date.

12.2 If a change or delay is caused by something that is within Our reasonable control, we will notify You as soon as reasonably possible and agree with You an alternate Delivery Date. We will take steps to minimise the delay and, if the delay lasts for more than 60 days from the original Delivery Date (unless You have asked for a longer period), We will allow You to cancel the Contract. You will receive a refund of any deposit paid within a further 14 days less, at Our discretion, any fees and charges due for the Preparatory Work completed so far.

12.3 If a change or delay is caused by something that is not within Our reasonable control (see Events Outside Our Control), We will notify You as soon as reasonably possible and the change or delay and the reasons for it. We will take steps to minimise the delay, but We may, if necessary, suspend the performance of the agreement until that event is over and the matter back within Our reasonable control.

12.4 Each installation is different and the specific requirements for Your installation will be set out in Your Installation Plan, but generally:

(a) You permit Us (Our installation team and contractors) safe access to, around and egress from the installation site at all reasonable times and, unless otherwise stated in Your Installation Plan and agreed by You, between the hours of 07:00 and 18:00. Or understand that any waiting time will still be included in costs.

(b) You agree to have relocated any television systems at or near to the energy systems installation.

(c) You agree to provide Us (Our installation team and contractors) with access to a toilet, hot and cold running water and reasonable use of Your power supply whilst on site unless otherwise stated by you so we can make and price in other arrangements.

(d)

12.5 We will ensure that there are adequate sheeting, protective covering and barriers to prevent unnecessary damage to Your home. This includes for the prevention, as far as is reasonably practicable, of the spread of dust or rubble However expectations of this can vary and should you have specific requirements or expensive items in situ we request you notify us to make additional arrangements working with you. Or prepare this to your satisfaction with our guidance prior to our attendance.

12.6 Your agreement should specify whether the removal of goods is included and or for you to arrange. In the instance Rygas ltd is responsible for removing the waste – we will do so under our waste carriers license CBDU334686the key contact for this shall be Sarah Quartermaine. Were we are responsible for removing the waste it will be removed not more than 7 days following completion of the installation. Shall we not have specified who is responsible for the waste removal – it shall be assumed that it is not included unless otherwise stated in writing.

12.7 In circumstances where We agree to remove waste from the installation site, You understand that unless We agree otherwise, We shall not be responsible for removing any waste which is not produced as a direct consequence of Our performance of the Services or delivery of the Goods, that is hazardous (including but not limited to asbestos), or which otherwise comes from Your home or garden.

12.8 It is possible that a problem with Your property will become apparent once works commence that affect us being able to continue with the works agreed. This could include but is not limited to structural defects, underground obstructions, presence of asbestos or hidden cabling for example. We will draw this to Your attention as soon as possible and agree with You a plan to resolve the problem, if possible, which may involve You bringing in other contractors which will be at Your expense or additional costs to Your planned works. This is called an unforeseen obstacle, and we will work with you to then get back on plan with an agreed solution as quickly as possible.

12.9 "We will make every reasonable effort to attend scheduled appointments at the agreed date and time. However, in the event of unforeseen circumstances (such as illness, emergency,

or severe weather) that prevent us from attending or cause a delay, we will inform you as soon as reasonably possible and offer to reschedule at a mutually convenient time.

12.10 We shall not be liable for any indirect or consequential loss (such as loss of income or inconvenience) arising from late arrival or non-attendance, provided we have acted reasonably and communicated promptly. This does not affect your statutory rights.

Permission and Approvals

13 You are responsible for gaining any necessary approvals including but not limited to any planning permissions, building regulations, local authority permits and approvals, landlord approval or deed of covenant. By permitting Us to provide the Goods and carry out the Services You warrant to Us that this has been done**.** This includes

- Any structural consultations being done in advance for us to base our works
- Any asbestos checks if the property is suspected of having asbestos (see guidance here)
- Planning permission & Building Regulations
- Road access notices
- Communal or freehold approval

Registrations & Warranties

General

14 We will not register any product warranties unless it is stipulated in the agreement or in specific cases which are shown below. Therefore, it is always best to assume that it is your responsibility to register the product even if supplied by us. Please ask us on the contact details provided if not stipulated. Often the warranties are unlocked via a leaflet or sticker on the appliance and via a website. The reason we don't register all warranties is as its easier for the homeowner to access and we handle hundreds of types of products from extractor fans to macerator units.

Common appliances we do NOT register warranties for

- Taps/Showers/Toilets
- Cylinders
- Macerators
- Pumps
- Ev chargers

Electrics

14.1 We will register your electrical installation works to building compliance via the NICEIC

Plumbing

14.2 We will register your Unvented Cylinder to building regulations via the gas safe register

Gas

14.3 We will be responsible to register your manufacturer's warranty and the boiler itself – this will unlock our terms of preferential warranty, and you will receive notification via email, post or text message – see using your personal information below

14.4 We will register the installation of your gas boiler through the gas safe register which notifies building control

Renewables

14.5 We are responsible for the registration of Your installation with HIES.

14.6 We will be responsible to register your manufacturer's warranty for the goods – this will unlock our terms, and you will receive notification via email, post or text message – see using your personal information below

14.7 We will register the installation of heat pumps through MCS to the building control.

Obtaining Ownership of the Goods

15 You take responsibility for the risk of damage or loss to the Goods from the date that We complete the Services.

15.1 You obtain title (ownership) of the Goods when We receive payment of the Price in full without any set-off or counterclaim or a properly executed finance agreement is in place with a finance provider who will pay Us for the Goods and Services on Your behalf. However, if You enter into a finance agreement, please be aware that there may be terms governing title (ownership) as between You and the finance provider.

Insurers

16. It is the customers responsibility to notify the customers household buildings or content insurers, should such be required. of any change to the property bought about by the works and in so far as the same Is Insurable to ensure appropriate insurance cover is affected. The customer is strongly recommended to check the insurance policy. schedule and terms and conditions to see if such notification Is required and if there is any doubt the customer should notify the insurers in writing of the proposed works before such works commence.

16.1 In the instance you are claiming through your insurance for works you are undertaking. We will never directly work with your insurer or take payment from them. You will be responsible for paying us – and reclaiming it after the fact. Should your insurers have any specific requests on how documentation, or the works are to be carried out this must be notified in writing before the commencement of works to allow us to review it and ascertain if that is feasible based on the agreement and for us to do.

Payment Terms

General

17. Where a Third-party representation is made for the property owner – any nonpayment will be deemed the responsibility of the person who instructed the works Such as the property agent, Landlord or Business Owner.

17.1 We accept payment by Cash, Card Payment (through our payment provider Stripe), or Bank Transfer to the bank details which can be found on the invoice. We also for some types of works and subject to suitability are a credit broker working alongside a credit lender and can provide finance options subject to request. Rygas limited is authorised and regulated by the financial conduct authority.

17.2 We will not register any certificates or warranties until full payment has been received, unless registration is required by law or by an applicable regulatory or safety body.

17.3 Final payment is due upon the satisfactory completion of the works which must be assessed within a reasonable and relative time frame. For any B2B or commercial contracts payment is due upon the immediate completion of the works unless otherwise arranged or contracted.

17.4 Where payment is not made by the due date, we may charge interest on overdue sums at a rate of up to 12% per annum, calculated daily from the due date until payment is made in full.

Accounts customers

18. Account customers were agreed in writing may have their own personalised contract and payment terms. These agreements supersede these terms and conditions however in general will have 30 Days to make payment from the date of invoice and will not be required to pay a deposit unless in exceptional circumstances such as a special-order parts or high works value.

18.1 Account customers will receive certifications prior to payment receipt

Maintenance, Repair & Service

19. The price will be agreed either verbally or in writing as per our costs, estimate and variation section prior to the works commencing. This price may amend subject to changes in scope of works, unforeseen obstacles or progression of findings and advise as the works progresses.

19.1 You will pay us no upfront fee – unless you do not secure the booking with a payment method in which case our team reserves the right to refuse booking and or offer alternative options to pay in advance for the works or a proportionate amount.

19.2 On receipt of our invoice - If the balance of your invoice is not paid within 24 hours of receipt and you have not made any contact regarding a query, issue or you have not been able to view the satisfaction of the works. We will attempt to take the payment from the card you secured at the point of booking. This is via stripe and a secure tokenisation system. Once your card is stored, we cannot see your full card details – it is Stripe that accesses that payment gateway. For more information on how this works see here Payment tokenisation: What it is and how it works | Stripe

Installation

20. The full Price is shown clearly on the agreement or estimate. The price is subject to variation as per our costs, estimates and variation section. We may amend the Price, by agreement with You, following a survey or any other additional matters that arise while delivering the Services as specified.

20.1 You will pay for the Goods and Services as follows:

(a) You will pay Us a deposit

(b) of between 25% and 50% (depending on the types of works & value) of the Price, on receipt of the Order Confirmation

(c) On completion of the installation, you will pay the balance of any sums due on receipt of our final invoice.

(d) 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 payment must be made in full.

(e) If a Credit Card is used towards any payment for a deposit over £500 in value, then there may be protection from s.75 of the Consumer Credit Act 1974. However, if no credit card is used, then there will be no protection

Contract

20.2 All contracts will have their own defined payment schedule, terms and be stipulated in the contract agreement between Rygas ltd and our client

Refund Policy

21. RyGas ltd operate a no refund policy in general. However, should there be any complaint regarding 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.

Defective Goods or Service

22. You should ensure that you inspect all works within 7 days of completion to allow you time to ensure your satisfaction and if not follow our below complaints procedure which must be raised within 14 days of the works being completed. This is to allow us the opportunity to investigate with fresh memory and if relevant notify insurers

22.1 If You do identify a fault or problem with the Goods, or service you agree to give Us a chance to put things right before seeking any other means of rectification. This means we should be notified verbally or in writing within a reasonable time frame dependent on the nature of the defect and you agree to cooperate with Us to enable Us access to Your property and to resolve this first. In the instance you have not given us this opportunity before instructing a third party – you waive your rights with us in terms of any rights, defects and warranties.

22.2 To make an official complaint to ensure it reaches the appropriate management, should you feel our team has not addressed any verbal or informal communications. Please follow our complaints procedure below. Or that can be found

22.3 This undertaking of complaint or defect investigation 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 our payment's terms.

22.4 Rygas Ltd will not be held liable for any delays, costs, or associated work arising from a defective part, good, or material **where the issue is not due to our installation or workmanship**. In accordance with the **Consumer Rights Act 2015**, if a fault arises **within 6 months of installation**, it is presumed to have been present at the time of supply unless proven otherwise. In such cases, Rygas Ltd may

assume responsibility **if the fault is shown to be inherent to the part at the time of installation**, and **not due to third-party or external factors** (such as limescale build-up or system-related issues).

22.5 Where the defect relates to the part itself — and not our workmanship — the following will apply:

(a) If the product is covered by a **manufacturer's warranty** of parts and labor (e.g., boilers, heat pumps), that warranty will take precedence, and we will direct you to the relevant manufacturer for resolution.

(b) For **lower-value items** without manufacturer labor coverage, we will liaise with our supplier to arrange for a **replacement part**, provided it falls within the warranty period. However, **Rygas Ltd will not be responsible for any labor charges** required to remove or reinstall the item. The **only exception** to this is where the defect is proven to have been present at the time of installation, and it occurs **within 6 months** of the installation date. In this case, Rygas Ltd will cover the labor cost for a like-for-like replacement.

(c) While we always aim to use reliable, high-quality suppliers and products, Rygas Ltd does not manufacture these items and therefore cannot be held accountable for the long-term quality or performance of goods beyond the scope outlined above.

22.6 Where the defect reported relates to a visible or aesthetic fault with a good or item – this is not this is not something that we would cover the labour of replacement or the item within 12 weeks of installation. This is due to outside factors that could have caused it. Instead, the client has 7 days to report the defect found from the date of completion of works. So, we can then investigate how, when and what and where needed have time to contact our supplier of the goods.

22.7 Where we have connected on to existing connections or components –this part will not be covered under any workmanship warranty – only where 100% of the installation is new and installed by Rygas ltd and subject to our T&C's and workmanship warranty will it be covered.

22.8 We provide no warranty on any attempted repair works. This is as it's an attempt at a repair based on a more economic decision before considering replacement or further labour visits.

22.9 We do not provide any guaranteed fix and are not held liable to provide a fixed cost or guarantee to do so – unless specified in a home maintenance contract provided separately with its own terms. Therefore, we can only guarantee our engineers will work with skill and integrity – and where they find an issue suspected provide you with this information to rectify. In some cases, you may find multiple contributing factors to one fault or issue experienced and therefore we must work with a process of elimination that makes sense dependent on the information available to us in terms of previous property history, costs spent, the properties future and the urgency and nature of works. For example – we may find a boiler fan has failed – we replace the fan and now find the PCB is not sending the correct voltage which may have led to the fan's demises – but still means there is now a further part required. It would be wrong for us to make larger assumptions of replacements; in case we oversell and so a staged process of elimination meaning further costs on repair works may occur. Whilst we want to avoid these surprises in costs/ works they can be unavoidable in certain circumstances. Where you feel a misdiagnosis has been made by negligence of an engineer i.e. the information, they had available to them could not constitute the diagnosis or next step by way of technical fact – you should raise this as per our complaints procedure which can be found below. As whilst we cannot guarantee a first-time fix or diagnosis all our engineers are trained and held liable to a basic technical standard.

22.10 Servicing any appliances will be carried out to the governing safety standards and in line with the manufacturer's guidance. We can only guarantee to carry out that service – we cannot be held liable for any future faults or defects with that good or component. This is as servicing is a preventative and safety measure. In the time allotted to do, some faults or issues may not be visible for a variety of reasons 1. Being they are only apparent on longer times of operation i. e a boiler leaks for a heat exchanger only after it heats up and cools with expansion or 2. Parts are hidden behind other parts that wouldn't be removed or interfered with on a service. If you feel an issue has arisen because of works completed – it will then be down to us to identify if this is due to our negligence, is non-related or a technical sub/side effect of our works. This will then determine if we cover it under our workmanship warranty (information can be found below). For example – an engineer leaving a valve closed after completing a service is down to negligence and for us to rectify – however a boiler that keeps on turning on after a service may be due to disruption of a cable but not down to negligence as this shouldn't be easily disrupted and therefore may have been already loose. Most causes of direct negligence would be apparent on immediate completion and not as an after affect however we will investigate any defects, or complaints thoroughly and fairly.

22.11 We do not accept liability for the following faults with Your installation:

(a) any damage caused by You or a third party on site during or following the completion of installation,
(b) any damage caused by You, or anyone acting for You, in attempting to repair the fault without Our consent,
(c) any damage caused by fair wear and tear of the Goods.
(d) Any damage or strain put on the installation, part or system caused by a subsequent side effect on the system. For example, a pipe has burst due to it freezing.
(e) We will not be liable for any installations on existing surface levels that have not been built or installed by RyGas ltd ensuring a flat and even surface. For example, if we renew silicone on existing bath levels and installations.
(f) We reserve the right not to accept any liability for worn or fragile items that are broken not due to negligence but due to disruption of other works and unavoidable for the engineer. I.e. we remove a bath panel for replacing taps but that breaks as you can tell its age and condition has caused it.

22.12 We cannot be held liable for any costs, affects or associated works or variations to work – when we base our agreement of works from other companies' initial tests or certification. These discrepancies may only become apparent upon our tests after the fact of our work. And or if we

have not specified to retest or certificate – the inconsistencies may not be realised at this point.

22.13 Where we have advised against the works being carried out in a certain manner, either verbally or writing. But the customer is willing to take the risk of that – we will not be held liable for any costs or works associated and this will void any workmanship warranty that may apply.

Drainage – specific but not limited to

(a) We do not and cannot cover any drainage blockages. This is since we do not have full visibility of the line and there can be outside factors that contribute to a reoccurring blockage. For example, we may unblock a waste pipe to a sink – the sink runs away freely at our point of leaving – there is no reason to look deeper into it and charge the client for this time. 3 weeks later it reoccurs. This could be due to the blockage just moving further down the line, or a further one present or could be due to an installation fault that means that it does not allow for correct flow and may always have a higher susceptibility.

Building Services – specific but not limited to

(a) If Your product is made from wood, this is a natural product which is subject to imperfections, knots and blemishes. It can also differ in colour and shade. We cannot accept responsibility for such blemishes.
(b) We cannot be responsible for sourcing suitable replacement paint matches or tiles as batches, sunlight and age can alter the difference. You should source or check any of these elements yourself prior to purchase.
(c) When carrying out patch work repairs and making good – we will not be held liable for the finish being an exact match – if you have a particular aesthetic requirement you should notify us to discuss options of a more complete works.

Electrical – specific but not limited to

(a) When changing from Non-RCD to RCD protected, we cannot be held responsible or liable for any associated costs or affects that may arise as a side effect of this. For example, as the RCD boards and or RCBOS are more sensitive it may highlight existing faults that were not apparent or causing an issue prior. Therefore, we always advise to carry out pre works electrical testing to avoid this emergency.
(b) When installing any new appliance that is on an existing supply – it may not be apparent your existing supply is not sufficient for the new load. For example, you have a current Hob – and want to install a new electrical hob – this hob could be a higher kw rating than the old appliance meaning there is more demand or overload on that circuit. Therefore, we cannot be held liable for any costs or associated works.

Plumbing – – specific but not limited to

(a) We cannot be held liable for any labour or parts costs when sourcing and ordering tap or shower cartridges – this is as without an original brand and model – we rely on identification teams and its always a risk that it may not be correct. If it's not correct, we will always endeavour to return the part where possible but any labour time in attempt is chargeable. This will still be in most cases a more cost-effective solution than a replacement.
(b) We cannot be held liable for any silicone works carried out on preexisting installation surfaces. This is as the levels and movement in the floor causes an effect on the silicone.
(c) When converting from tank fed to mains fed systems, we cannot be held liable for any costs or rectification in relation to leaks that may occur due to additional pressure or non-compatibility or existing low-pressure items.

Boilers & Heating Systems – – specific but not limited to

(a) Some heating system types are not compatible with certain goods or appliances such Power Showers – we will not be held liable for any future costs or changes for a not seeing or having access to view this on any survey visit prior. Whilst we will endeavour to always provide skill and integrity with a comprehensive review – access on the day, the time on site and other circumstances such as whether it was via a video call initially may affect this ability.
(b) We will connect on to existing gas supplies unless otherwise stated in our agreement – where we have not carried out a paid survey and or gas test prior it will be assumed the existing supply is sufficient for any new installation before starting works but will be checked on completion, should this not be the case there may be variation to affect your cost.
(c) When power flushing a system, we cannot be held liable for any costs or rectification works associated from leaks that may be caused as a side effect – whilst the occurrence of this is rare. Putting additional strain or pressure on especially older systems can cause leaks.

Renewables
Heat Pumps - specific but not limited to

(a) The installation of Your product could make Your property more thermally and energy efficient. However, a by-product of this can be additional condensation either on the surface of the glass (but not between the panes), the surface of the frames and elsewhere in Your home. This is related to the need for adequate ventilation. We will advise You about how to improve the free flow of air around Your property, which will reduce condensation, but We cannot accept responsibility for problems with condensation.
(b) Heat pump systems are not compatible with certain goods or appliances such as towel radiators – we will not be held liable for any future costs or changes for a not seeing or having access to view this on any survey visit prior. Whilst we will endeavour to always provide a comprehensive review – access, the time on site and other circumstances may affect this ability.

Workmanship Guarantee

23. We guarantee all work will be carried out by installers using reasonable care and skill relating to the workmanship itself. They will use a level of reasonable care and skill as it is reasonable for you to expect. The guarantee period for the workmanship warranty for all services (except renewables specified below) is 12 months from completion of the installation services. The workmanship warranty is always subject to our T& c's above (drawing your attention especially to those in **Defective Goods & Services**) Further information on our workmanship warranty can be found here Our Guarantee | RyGroup

23.1. We will ensure that if a property changes ownership there will be no charge to transfer any workmanship guarantee to the new owners of the property.

23.2. This guarantee is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.

Renewables

23.3 The exception to the above point 23. Is where we have installed a renewables system such as a Heat Pump – our workmanship warranty period is extended to 24 Months. Once again being subject to these T&C's (drawing your attention especially to those in **Defective Goods & Services**) Further information on our workmanship warranty can be found here Our Guarantee | RyGroup

23.4 The Workmanship Guarantee will be underwritten with an Insurance Backed Guarantee; you will be entitled to claim on this insurance policy should We cease to trade and not be able to honour such a guarantee.

23.5 We will register the completion date of the Contract with HIES within 7 days of completion in order that an Insurance Backed Guarantee is issued to You to underwrite the workmanship guarantee.

Complaints

24 In the event of wanting to raise a formal complaint to ensure it gets to the correct person you should follow our below complaints procedure

(a) You must contact the company in writing addressing it as a complaint within 14 days of the works in question being carried out, so we can investigate your concern.

This is unless you are contacting us in relation to a defect of work you believe is covered under our workmanship warranty (information can be found in our workmanship warranty section) which would be after 14 Days

(b) You can address your letter to Ryan O'Sullivan and to the contact details provided at the bottom of our T&C's

(c) RyGas ltd. will contact you within 5 working days to confirm receipt of your complaint and start investigation. These next steps of investigation will vary based on the type of complaint we may need to arrange access to view the work in question, or to gain any further information relating to your concern from any parties involved. •

(d) 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 our resolution of the matter.

(e) Our complaints procedure is subject to these T&C's

(f) If you are not satisfied with our final response – you may see below on Dispute resolution services available.

24.3 Where you accept our final response to any complaint, this signifies our satisfaction with the outcome and therefore is not to be taken any further. Should the customer then take this further to any third party, either by way of legal proceedings or review. Rygas ltd reserves the right to hold you liable for any costs associated in relation to admin, loss or earnings or defamation to the business.

Dispute Resolution

25 Where you have made a formal complaint via our complaints procedure and are not satisfied with our investigation or outcome – we would enter dispute resolution if your final balance has been paid in full. Dispute resolution would only be entered subject to this. If we have not been paid for the works – we may then enter the legal track to have an independent third-party view on the matter.

25.3 This Contract is subject to the applicable laws of England, Wales, Scotland and Northern Ireland and subject to the agreement of the parties to attempt to resolve a dispute through alternative dispute resolution, the courts of England and Wales shall have exclusive jurisdiction to hear any dispute arising from this Contract.

25.4 In the event of an unresolvable issue, you can refer Your case to a nominated alternative dispute resolution provider of your choice such as

Trustmark Dispute Resolution

- Offers mediation and conciliation.
- Website: www.trustmark.org.uk

Which Trusted Traders

- Offers mediation and conciliation.
- https://trustedtraders.which.co.uk/

However, where your dispute relates to renewables installed by Rygas ltd you may refer your dispute to

HIES,
Address: Centurion House, Leyland Business Park, Centurion Way, Farrington, Leyland, PR25 3GR
Telephone: 0330 335 3354
Email: info@hiesscheme.org.uk

25.5 The parties agree that, in the event of a dispute, we will exclusively attempt to resolve the dispute through using HIES's alternative dispute resolution services.

25.6 If we are unable to resolve the dispute through mediation, the complaint can be referred to The Dispute Resolution Ombudsman, who is entirely independent of HIES.

25.7 If any court, ombudsman or any other competent authority decides that any aspect of any term of this Contract is invalid or unenforceable, that aspect of that term shall be severed from the Contract and shall have no effect on the remainder of the Contract.

Limitation of Liability & Indemnity

26 Either party shall be liable for any death or personal injury caused by its negligence or any negligence of its subcontractors, any fraud or fraudulent misrepresentation committed by it and for any other loss or damage suffered by the other party which is a direct consequence of the relevant party's breach of its obligations under this Contract and whether in contract, tort (including negligence), breach of statutory duty or otherwise. In the event of loss or damage, the party suffering the loss or damage shall be required to take reasonable steps to mitigate the loss or damage.

26.3 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. because of failure or delay by the Customer in performing the obligations referred to and or the required cancellation fees incurred.

Events Outside our Control

27 We will not be liable for the consequences of any events that are outside of Our reasonable control, and which includes, but is not limited to:

(a) Civil commotion, civil war, riot, invasion, armed conflict, terrorist attack or threat of terrorist attack, war or threat or preparation for war,
(b) Acts of God, collapse of buildings, fire, explosion, inclement weather, storm, flood, subsidence, drought, epidemic or natural disaster,
(c) Impossibility of use of railways, shipping, aircraft, motor transport or other means of public or private transport,
(d) Impossibility of use of public or private utility networks or telecommunications,
(e) The acts, decrees, legislation, regulations or restrictions of any government, whether national or local or
(f) Strikes or labour unrest (other than in relation to Our own employees).

27.3 The obligations of the parties under this Contract are suspended for the period for which such a Specified Event continues and extended for the duration of that period.

Transfer of Rights and Third Parties

28 In the event of **Rygas ltd** ceasing to trade and not be able to honour Our obligations under this Contract, we may transfer Our rights and obligations under this Contract to a suitably qualified third party of Our choosing. We will tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under this Contract.

28.3 This Contract is between You and Us. To the extent permitted by law, no third party has any rights to enforce any of the terms of this Contract.

28.4 You may not transfer Your rights and obligations under this Contract to any other person without Our consent. Except that, if We are in default of any award made by Our nominated alternative dispute resolution provider You may transfer Your rights to HIES for the purpose of recovering that award from Us should the works be associated with Heat Pumps.

Using Your Personal Information

29 We will use the personal information You provide to Us in accordance with the Data Protection Act 2018, General Data Protection Regulations and more specifically to:
(a) Supply the Goods and Services to You, process any payments that You make for the Goods and Services, including if necessary, conducting credit reference check,
(b) Register Your installation with any relevant bodies, including Your deposit protection and insurance backed guarantee and any competent person scheme,
(c) Address any concerns or complaints that You have about the Goods and Services.
(d) On the Order, we have asked You to indicate whether You will allow Us to send You information about Our future Products and Services. We will use Your information in accordance with Your wishes, and You may notify Us of any changes to those wishes (See Contact Us).

Contact Us & Important Information

If you need to write to us, you may do so at:

200 Beverley Way
New Malden.
Surrey
KT3 4PB

General: team@rygroup.co.uk

If you need to call us, you may do so by calling:
02086407907

www.rygroup.co.uk

| Registered in England & Wales, Company Number: 07502125 | VAT Registered 222197133