



Rightgas Terms and Conditions for Aircon Installation and works.

1. Definitions

"Contractor" means the installation company.

"Customer" means the person accepting the quotation.

"Works" means the supply, installation, commissioning, and testing of the air conditioning system detailed in the quotation.

2. Quotation and Acceptance

2.1 Quotations remain valid for 28 days unless otherwise stated.

2.2 Acceptance of the quotation constitutes acceptance of these Terms and Conditions.

2.3 No contract shall exist until the Contractor receives written acceptance from the Customer.

3. Scope of Works

3.1 The Contractor shall supply and install the equipment specified in the quotation.

3.2 Any work not specifically described in the quotation is excluded.

3.3 The Contractor reserves the right to make minor changes to equipment specifications where necessary due to manufacturer updates or product availability.

4. Customer Responsibilities

The Customer shall provide safe access, suitable electrical supplies where specified, obtain necessary permissions, and disclose hazards. The Contractor shall not be responsible for delays or additional costs resulting from failure to meet these obligations.

4A. Hidden Site Conditions

The quotation is based on visual inspection and information available at the time of survey. The Contractor reserves the right to charge additional costs arising from concealed services, structural defects, asbestos-containing materials, unsafe installations, restricted access, or other unforeseen site conditions discovered after commencement of the Works. Any such additional works shall be treated as a variation under Clause 9.

4B. Asbestos

The Contractor does not undertake asbestos surveys. The Customer shall inform the Contractor of any known or suspected asbestos-containing materials. If asbestos is encountered, the Contractor may suspend the Works until appropriate investigation or removal has been completed at the Customer's expense.

4C. Abortive Visits

Where installation cannot proceed due to site unavailability, lack of access, incomplete preparatory works, or circumstances within the Customer's control, the Contractor reserves the right to charge reasonable abortive visit costs.



5. Electrical Works

5.1 Unless specifically stated, quotations assume existing electrical installations comply with current regulations.

5.2 Any remedial electrical work identified during installation shall be charged as a variation.

5.3 New electrical circuits, consumer unit upgrades, or certification requirements are excluded unless specifically included.

6. F-Gas Compliance

All refrigerant handling and commissioning shall be undertaken by appropriately qualified personnel in accordance with applicable UK legislation.

6A. Drainage

The Contractor shall install condensate drainage in accordance with good industry practice. The Contractor shall not be liable for blockages, freezing, contamination, or alterations to drainage systems occurring after completion.

7. Installation and Commissioning

Installation dates are estimates only. Completion may be delayed by weather, site conditions, shortages, or circumstances beyond reasonable control. The system is complete upon successful commissioning and demonstration.

7.1 Noise and Vibration

7.2 Customer Delays: Where the Works are delayed by the Customer's acts or omissions, including failure to provide access, approvals, information, electrical supplies or preparatory works, the Contractor shall be entitled to recover reasonable additional labour, travel and administration costs, revise the installation programme, charge for additional site visits and recover increased supplier or material costs arising from the delay.

Equipment performance, sound levels, and vibration characteristics are subject to manufacturer specifications. The Contractor shall not be liable for perceived nuisance arising from equipment operating within manufacturer tolerances.

8. Making Good

Unless expressly stated, redecorating, plastering, painting, landscaping, and specialist finishes are excluded.

9. Variations

Additional works requested by the Customer shall be treated as variations and may affect cost and completion dates.

10. Payment Terms

10.1 A deposit of 50% is payable upon acceptance of the quotation. Deposits are non-refundable once equipment has been ordered, except where cancellation rights apply under



statute.

10.2 The balance shall become due immediately upon practical completion and commissioning.

10.3 The Contractor reserves the right to suspend works where payments are overdue.

10.4 Late payments may be subject to statutory interest and recovery costs.

10.5 Full payment shall be due regardless of whether the Customer has occupied or commenced use of the system.

10.6 The Customer shall not withhold payment due to minor defects that do not materially affect operation of the system.

11. Retention of Title

All equipment supplied shall remain the property of the Contractor until payment has been received in full.

11A. Risk

11A.1 Risk in all equipment shall pass to the Customer upon delivery to site or incorporation into the Works, whichever occurs first. The Customer shall be responsible for any loss, theft, vandalism or damage thereafter and shall maintain adequate insurance until title passes.

Risk in the equipment shall pass to the Customer upon delivery or installation, whichever occurs first.

12. Warranty

Manufacturer warranties apply. The Contractor provides a 12-month workmanship warranty.

The workmanship warranty shall not apply where defects arise from misuse, neglect, accidental damage, unauthorised modifications, failure to maintain the system, power supply issues, or acts of third parties.

13. Maintenance

Regular servicing is required to maintain efficiency, reliability, and warranty compliance.

14. Limitation of Liability

Nothing excludes liability that cannot legally be excluded. Subject to this, liability shall not exceed the contract value.

15. Cancellation and Consumer Contracts Regulations

15.1 Where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply, the Customer has a statutory 14-day cancellation period.

15.2 Where the Customer requests commencement of the Works during the cancellation period, they expressly request immediate performance and agree to pay for all labour,



materials, equipment ordered and reasonable costs incurred if the contract is cancelled after work has commenced.

15.3 Where the services have been fully performed with the Customer's express consent and acknowledgement, the statutory right to cancel shall cease.

The Customer may have a 14-day cooling-off period where applicable. The Customer may request early commencement of works. If cancelled after work starts, reasonable costs incurred may be charged. Cancellation rights may be lost once services are fully performed in accordance with applicable legislation.

16. Force Majeure

The Contractor shall not be liable for delays arising from events beyond reasonable control.

17. Data Protection

Personal data shall be processed in accordance with applicable UK data protection legislation.

17A. Site Records

The Contractor may take photographs before, during, and after works for quality assurance, compliance, warranty records, and training purposes. Personal information shall not be disclosed unnecessarily.

18. Governing Law

These Terms and Conditions shall be governed by the laws of England and Wales.

19. Access Equipment

Any requirement for scaffolding, specialist lifting equipment, permits, parking suspensions, or traffic management will be subject to additional charges unless specifically included within the quotation.

