



## General Terms and Conditions of Service

Gas Safe Registered · Commercial Coffee Roaster Specialists

Version: April 2026 · Governing Law: England & Wales

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These General Terms and Conditions of Service ("Terms") govern the provision of all services and supply of goods by Roastmaster Solutions Ltd ("RMS", "we", "us") to the client named in the relevant Service Agreement, quotation, or engagement letter ("Client"). RMS's services include installation and commissioning of commercial coffee roasting equipment, maintenance and servicing, compliance and documentation services, parts supply, and technical consultancy. These Terms apply to all such activities and, together with the relevant Service Agreement or quotation, form the entire agreement between the parties (the "Contract"). In the event of any conflict between documents, the order of precedence shall be: (1) these Terms; (2) the Service Agreement or quotation; (3) any invoice; (4) any other correspondence. No other terms shall have effect unless expressly agreed in writing by a duly authorised officer of Roastmaster Solutions Ltd.

**IMPORTANT: Please read these Terms carefully. By accepting a quotation or signing a Service Agreement, the Client confirms that they have read, understood, and accept these Terms in full. RMS operates in a safety-critical, regulated environment. Several clauses in these Terms reflect statutory obligations under UK gas safety legislation. The Client's attention is specifically drawn to Clauses 14, 15, and 16.**

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### 1. Definitions

In these Terms the following definitions apply:

- (a) "Contract" means the agreement between RMS and Client comprising these Terms and the Service Agreement or quotation.
- (b) "Client" means the person, business, or organisation named in the Service Agreement or quotation.
- (c) "Dangerous Appliance" means any gas appliance, fitting, or associated pipework that RMS reasonably considers to be in a dangerous condition within the meaning of Regulation 34 of the Gas Safety (Installation and Use) Regulations 1998.
- (d) "Engineer" means any Gas Safe registered engineer or suitably qualified technician employed by or contracted to RMS to carry out the Services.
- (e) "Equipment" means any coffee roaster, emissions control system, gas appliance, ducting system, or associated plant and machinery at the Site in connection with which RMS is engaged to provide Services.
- (f) "Gas Safe" means the Gas Safe Register, the official list of gas engineers who are registered to work legally and safely on gas appliances in the UK, Isle of Man, and Guernsey.
- (g) "GSIUR" means the Gas Safety (Installation and Use) Regulations 1998 and any amendments thereto.
- (h) "Operator" means the person or business responsible for the day-to-day operation and maintenance of the Equipment at the Site, as defined under Regulation 35 of GSIUR.
- (i) "Parts" means spare parts, consumables, and ancillary components supplied by RMS in connection with the Services.
- (j) "PUWER" means the Provision and Use of Work Equipment Regulations 1998.

- (k) "Service Agreement" means the signed agreement between RMS and the Client setting out the scope, price, and terms of the Services.
- (l) "Service Plan" means a contracted maintenance programme as described in Clause 22, available in Standard, Premium, and Compliance tiers.
- (m) "Services" means all installation, commissioning, maintenance, servicing, compliance, documentation, parts supply, and consultancy services provided by RMS under the Contract.
- (n) "Site" means the Client's premises at which the Services are to be carried out, as specified in the Service Agreement or quotation.
- (o) "Unsafe Notice" means a written notice issued by RMS to the Client in accordance with Clause 16, notifying the Client that the Equipment or installation has been assessed as Dangerous or unsafe.

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## 2. Formation of Contract

No Contract shall come into existence until: (a) RMS has issued a written quotation or Service Agreement signed by a duly authorised officer of RMS; (b) the Client has accepted the quotation or signed and returned the Service Agreement; and (c) any required deposit payment has been received and cleared in full. RMS reserves the right to decline any engagement at its absolute discretion prior to the issue of a formal acceptance.

Any quotation issued by RMS is valid for 30 days from the date of issue unless otherwise stated, and does not constitute an offer capable of acceptance. Prices in a quotation are subject to correction for clerical errors. RMS reserves the right to withdraw or amend a quotation at any time before it has been formally accepted by the Client.

For Service Plans, the Contract is formed upon the Client's signature of the Service Agreement and receipt of the first monthly payment or annual payment in full, as applicable. The Service Plan Contract shall be subject to the additional terms set out in Clause 22.

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## 3. Quotations and Scope of Work

All quotations issued by RMS are based on the information available at the time of quotation, including any site survey, drawings, or specifications provided by the Client. Quotations cover only the work expressly described therein. Any work, materials, or services not expressly included in the quotation are excluded and will be subject to a separate quotation or variation order.

Where RMS carries out a site survey prior to quotation, the Client is responsible for ensuring that all relevant information about the Site, existing installations, and access constraints is disclosed to RMS at the time of survey. RMS shall not be liable for any additional costs arising from information that was not disclosed or was inaccurate at the time of quotation.

Where the scope of work changes after the Contract is formed, the variation procedure set out in Clause 4 shall apply. RMS is not obliged to carry out work outside the agreed scope until a variation order has been agreed and signed by both parties.

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## 4. Variation and Change Orders

Where either party wishes to vary the scope of the Services after the Contract has been formed, the requesting party shall submit a written variation request to the other. RMS will assess the variation and issue a written variation order setting out the additional or amended scope, the impact on price, and any impact on the programme or completion date.

No variation shall take effect until the variation order has been agreed and signed by both parties. RMS shall not be obliged to carry out any additional work, and the Client shall not be obliged to pay for any additional work, unless a variation order has been agreed in writing.

Where during the course of the Services RMS discovers conditions at the Site that were not apparent at the time of quotation (including but not limited to pre-existing defects, non-compliant installations, or additional works required for safety compliance), RMS will notify the Client promptly and issue a variation order for any additional work required. RMS reserves the right to suspend the Services until the variation has been agreed where proceeding without the variation would compromise safety or compliance.

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## 5. Payment Terms

### 5.1 Installation and Project Work

Unless otherwise stated in the Service Agreement or quotation, payment terms for installation and project work are: 50% deposit due upon acceptance of the quotation, with the remaining 50% due upon practical completion of the installation. For larger projects, stage payments may be agreed and will be set out in the Service Agreement. RMS will not commence work until the initial deposit has been received and cleared.

### 5.2 Non-Contract Service and Call-Out Work

For non-contract service visits and call-outs, RMS will invoice on completion of each visit. Payment is due within 14 days of invoice. RMS's current rates are set out in the Schedule of Rates current at the time of engagement and are subject to change. Travel costs (mileage at the rate stated in the Schedule of Rates) and hotel accommodation (where required for distant sites) will be charged in addition to the service fee and will be itemised on the invoice.

### 5.3 Service Plans

Service Plan fees are payable monthly by direct debit or annually in advance, as selected by the Client at the time of entering the Service Agreement. Where payment is made monthly, RMS reserves the right to suspend the Service Plan and withhold scheduled visits if a monthly payment fails or remains unpaid for more than 14 days. Where payment is made annually, the full annual fee is due on the anniversary date of the Service Agreement.

### 5.4 Parts

Parts supplied by RMS are invoiced separately from labour unless expressly included in a fixed-price quotation. Payment for parts is due upon invoice unless otherwise agreed. RMS reserves the right to require payment in advance for Parts ordered specifically for the Client before placing the order with the supplier.

### 5.5 General Payment Terms

All prices are exclusive of VAT unless stated otherwise. VAT will be charged at the rate applicable at the date of invoice. All payments must be made in full without deduction, set-off, or counterclaim. Any past due balance shall accrue a service charge of 1.5% per month (or part month) from the due date until the date of actual receipt. In the event of default in payment, the Client shall reimburse RMS for all reasonable costs of enforcement including legal fees. RMS reserves the right to suspend all Services in the event of payment default until all outstanding sums have been paid in full.

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## 6. Cancellation and Termination

### 6.1 Cancellation of Installation or Project Work

Where the Client cancels a confirmed installation or project engagement after the Contract has been formed, the following terms apply:

- (a) Cancellation with more than 10 business days' notice: the Client forfeits the deposit paid. Any additional costs already incurred by RMS (including materials ordered, sub-contractor bookings, or equipment hired) will be charged to the Client.
- (b) Cancellation with fewer than 10 business days' notice: the Client forfeits the deposit and will be charged for all costs incurred by RMS up to the date of cancellation, including Engineer time, materials, travel costs already committed, and any sub-contractor cancellation fees.
- (c) Cancellation by RMS: RMS may cancel a confirmed engagement without liability in the event of Force Majeure, Engineer unavailability due to circumstances beyond RMS's reasonable control, or the Client's insolvency. In such cases any deposit paid will be returned in full less any irrecoverable costs already incurred.

## 6.2 Cancellation of Non-Contract Service Visits

Non-contract service visits cancelled by the Client with fewer than 2 business days' notice may be subject to a cancellation charge equal to the applicable call-out fee. Where an Engineer attends the Site and is unable to carry out the work due to reasons attributable to the Client (including but not limited to: site not ready, Equipment inaccessible, or Client not present), the full call-out fee and any travel costs will be charged.

## 6.3 Service Plan Cancellation

Service Plans have a minimum initial term of 12 months from the date of the Service Agreement. After the initial term, either party may terminate the Service Plan by giving 30 days' written notice. During the initial term, the Client may only terminate the Service Plan in the event of a material breach by RMS that remains unremedied for 20 business days after written notice. Where a Service Plan is cancelled by the Client during the initial term without a valid reason, RMS reserves the right to charge for the remaining months of the initial term at the monthly rate applicable.

RMS reserves the right to increase Service Plan prices on each annual renewal by giving the Client not less than 30 days' written notice prior to the renewal date. Where RMS increases prices, the Client shall have the right to terminate the Service Plan without penalty by giving written notice before the renewal date.

Service Plans renew automatically on a month-to-month basis after the initial 12-month term unless either party gives 30 days' written notice of termination prior to the renewal date.

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## 7. Site Readiness and Client Obligations

The Client is responsible for ensuring that the Site is ready and safe to receive RMS's Engineers on the agreed date. This includes but is not limited to:

- (a) Ensuring that adequate and safe access is available to all areas of the Site where work is to be carried out, including roof access, plant rooms, and ductwork routes;
- (b) Ensuring that the gas supply, electrical supply, and any other utilities required for the Services are isolated, available, or connected as required and as notified by RMS in advance;
- (c) Ensuring that the Site complies with all applicable health and safety legislation and that all necessary risk assessments, method statements, and permits to work are in place prior to commencement;
- (d) Disclosing to RMS in advance any known or suspected hazards at the Site, including but not limited to asbestos, structural issues, existing gas or electrical defects, or restricted access;
- (e) Ensuring that a responsible representative of the Client is present at the Site throughout the duration of the visit to provide access, answer questions, and sign off completed work;
- (f) Providing appropriate welfare facilities for RMS's Engineers including access to toilet facilities and a safe area to take breaks.

Where RMS's Engineer arrives at the Site and is unable to commence or complete the Services due to any reason attributable to the Client (including but not limited to Site not being ready, access not being available, or required information not having been provided), RMS reserves the right to charge the Client for the Engineer's time and all associated travel costs at the applicable rates. A rescheduling fee may also apply.

## 8. Health and Safety

RMS is committed to the highest standards of health and safety in everything it does. All RMS Engineers are Gas Safe registered and trained to carry out their work safely and in accordance with applicable UK legislation and industry best practice.

The Client is responsible for ensuring compliance with all applicable health and safety legislation at the Site, including but not limited to the Health and Safety at Work etc. Act 1974, PUWER, GSIUR, and all applicable gas, electrical, and fire safety regulations. The Client must ensure that the Site provides a safe working environment for RMS's Engineers at all times.

RMS reserves the right to suspend or withdraw its Engineers from any Site where RMS reasonably considers the working environment to be unsafe or where the Client has failed to comply with applicable health and safety requirements. RMS shall not be liable for any loss or costs arising from such a suspension or withdrawal. Where a suspension occurs, RMS will notify the Client in writing of the reason and the conditions that must be met before work can resume.

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## 9. Insurance

RMS maintains the following insurance cover, details of which are available on request:

- (a) Public Liability Insurance: covering third-party bodily injury and property damage arising from RMS's activities, to a minimum of £2,000,000 per occurrence;
- (b) Employer's Liability Insurance: as required by the Employers' Liability (Compulsory Insurance) Act 1969;
- (c) Professional Indemnity Insurance: covering claims arising from negligent advice or services provided by RMS.

The Client is responsible for maintaining adequate insurance cover for the Equipment, the Site, and the Client's own business operations. RMS accepts no liability for loss or damage to the Equipment or Site that is not caused by RMS's negligence or wilful default.

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## 10. Force Majeure

Neither party shall be in breach of the Contract or liable for any delay or failure to perform its obligations where such delay or failure results from events, circumstances, or causes beyond its reasonable control, including but not limited to: acts of God, fire, flood, storm, epidemic, pandemic, war, terrorism, civil unrest, strikes, lockouts, industrial disputes, shortage of materials, actions of governmental or regulatory authorities, or failure of utility supplies. The affected party shall notify the other as soon as reasonably practicable. If a Force Majeure event continues for more than 60 days, either party may terminate the Contract on written notice, in which case RMS shall return all payments received for Services not yet performed less any irrecoverable costs already incurred.

## 11. Workmanship Warranty

RMS warrants that all Services will be performed with reasonable skill and care by competent, Gas Safe registered Engineers, in accordance with applicable UK legislation and industry standards including GSIUR, PUWER, and BS EN 13384 (where applicable to ducting and flue design). This workmanship warranty applies for a period of 12 months from the date of completion of the relevant Services ("Warranty Period").

The workmanship warranty does not cover:

- (a) Defects or failures arising from fair wear and tear, misuse, abuse, or accidental damage by the Client or any third party;
- (b) Work carried out on the Equipment by persons other than RMS Engineers during the Warranty Period without RMS's prior written consent;
- (c) Defects in Parts supplied by the Client or sourced from suppliers not approved by RMS;
- (d) Defects arising from the Client's failure to follow RMS's operating or maintenance recommendations;
- (e) Pre-existing defects in the Equipment or installation that were present prior to RMS's engagement and disclosed in writing at the time of quotation;
- (f) Consequential changes to the Equipment or Site by the Client after completion of the Services.

To make a workmanship warranty claim, the Client must notify RMS in writing within the Warranty Period, providing sufficient detail to identify the defect. RMS will investigate the claim and, where the defect falls within the warranty, will carry out remedial work at no additional charge. RMS's liability under this warranty is limited to the cost of remedial work and shall not extend to any consequential losses.

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## 12. Parts Warranty

Parts supplied by RMS in connection with the Services carry a parts-only warranty. Where a Part is found to be defective within the applicable warranty period, RMS will supply a replacement Part at no charge. The Parts warranty does not include and RMS accepts no liability for any labour, call-out, or travel costs associated with diagnosing or fitting replacement Parts — all such costs are the Client's responsibility.

The Parts warranty period is:

- (a) Parts sourced directly by RMS from Diedrich Roasters LLC, IMF, Roest, or Toper: as per the relevant manufacturer's warranty, details of which will be confirmed at the time of supply;
- (b) Parts sourced from other manufacturers or suppliers: 90 days from the date of supply, or the manufacturer's warranty period if longer;
- (c) Parts supplied by the Client: no warranty is provided by RMS in respect of Client-supplied Parts.

Parts warranty claims must be made in writing within the applicable warranty period, with sufficient detail to identify the defective Part and the circumstances of failure. RMS reserves the right to inspect the defective Part before issuing a replacement.

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## 13. Limitation of Liability

Subject to Clauses 11 and 12 (Warranties) and the provisions of Clause 16 (Dangerous Appliance Protocol):

- (a) RMS's total aggregate liability to the Client under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees paid by the Client under the relevant Contract in the 12 months preceding the claim.
- (b) RMS shall not be liable for: (i) loss of profit; (ii) loss of revenue; (iii) loss of production; (iv) loss of business or contracts; (v) damage to goodwill; (vi) loss of anticipated savings; or (vii) any indirect, special, or consequential loss, howsoever arising, including but not limited to losses arising from interruption to roasting operations.

- (c) Nothing in these Terms excludes or limits RMS's liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; (iii) any liability that cannot be excluded or limited under applicable English law, including any liability arising from RMS's statutory obligations as a Gas Safe registered business under GSIUR.

The Client shall indemnify, defend, and hold harmless RMS against any claims, losses, costs, or damages arising from: (a) the Client's failure to comply with applicable laws, regulations, or safety standards at the Site; (b) the Client's continued operation of Equipment following the issue of an Unsafe Notice by RMS; (c) modifications to the Equipment or installation made by the Client or any third party without RMS's prior written consent; (d) the Client's failure to maintain the Equipment in accordance with RMS's recommendations between service visits.

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## 14. Client Operator Responsibilities

The Client's attention is specifically drawn to the following statutory obligations. These obligations exist independently of any Contract with RMS and cannot be transferred to RMS.

*Under Regulation 35 of the Gas Safety (Installation and Use) Regulations 1998, the person who owns or operates a gas appliance in non-domestic premises bears primary ongoing responsibility for ensuring that the appliance and associated pipework is maintained in a safe condition. This responsibility rests with the Operator, not with RMS as installer or maintainer.*

In accordance with this obligation, the Client as Operator is responsible for:

- (a) Ensuring the Equipment is operated only by competent persons who have been appropriately trained in its safe use;
- (b) Ensuring that the Equipment is not used if it is, or is suspected to be, in a dangerous condition;
- (c) Arranging and funding regular maintenance and safety inspections by a competent Gas Safe registered engineer;
- (d) Retaining all gas safety records, service records, and commissioning documentation for a minimum of 2 years and making them available to RMS or relevant authorities on request;
- (e) Notifying RMS promptly of any change in the condition, configuration, or use of the Equipment that may affect its safe operation;
- (f) Ensuring that any modifications to the Equipment or associated gas systems are carried out only by a Gas Safe registered engineer;
- (g) Complying with all applicable legislation including GSIUR, PUWER, and the Health and Safety at Work etc. Act 1974.

RMS's service visits and maintenance programmes are designed to support the Client's compliance with these obligations. However, RMS's attendance does not transfer or diminish the Client's statutory responsibilities as Operator. RMS will provide documentation of all work carried out to assist the Client in maintaining their compliance records.

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## 15. Right to Refuse or Suspend Work

RMS reserves the right to refuse to commence, or to suspend, any Services at any time where:

- (a) RMS's Engineer reasonably considers the Site, Equipment, or working conditions to be unsafe;
- (b) The existing installation is found to be non-compliant with applicable regulations in a manner that prevents RMS from safely carrying out the requested Services;
- (c) The Client has failed to provide adequate site access, necessary information, or required preparations as set out in Clause 7;
- (d) The Client has failed to act on a previous Unsafe Notice issued by RMS;

- (e) Proceeding with the Services would require RMS to carry out work that RMS considers would result in a non-compliant or unsafe installation;
- (f) The Client has outstanding unpaid invoices beyond their payment terms.

Where RMS refuses or suspends work under this Clause, RMS will notify the Client in writing as soon as practicable, setting out the reason and the conditions that must be met before work can recommence. RMS shall not be liable for any losses, costs, or damages incurred by the Client as a result of a suspension or refusal carried out in good faith under this Clause.

Where an Engineer attends the Site and is unable to carry out the Services for any of the reasons listed above, RMS reserves the right to charge the Client for the Engineer's time and travel costs at the applicable rates.

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## 16. Dangerous Appliance Protocol

The Client's attention is specifically drawn to this Clause. RMS's obligations as a Gas Safe registered business include statutory duties in respect of Dangerous Appliances that override normal contractual obligations.

*Under Regulation 34 of GSIUR, a gas appliance must not be used if it is, or is suspected to be, in a dangerous condition. Under HSE ACOP L56, a Gas Safe engineer who identifies a Dangerous Appliance is required to take appropriate action, which may include issuing an Unsafe Notice and, where necessary, isolating the appliance.*

Where RMS's Engineer identifies or suspects that any Equipment at the Site is in a Dangerous condition during the course of any visit, RMS will:

- (a) Notify the Client immediately and issue a written Unsafe Notice setting out the nature of the danger and the recommended remedial action;
- (b) Where in RMS's assessment the danger is immediate and serious, isolate or disconnect the appliance to prevent use, with or without the Client's consent, as required by RMS's statutory obligations;
- (c) Provide a written record of the unsafe condition, the action taken, and the remedial work required.

The Client must not use, or permit the use of, any Equipment that has been subject to an Unsafe Notice until the remedial work specified in the notice has been completed and the Equipment has been re-inspected and signed off by a Gas Safe registered engineer. Continued use of Equipment in contravention of an Unsafe Notice may constitute a criminal offence under GSIUR.

RMS shall not be liable for any loss of production, revenue, or profit arising from the isolation or disconnection of Equipment under this Clause, provided RMS acted in good faith and in accordance with its statutory obligations. The Client shall indemnify RMS against any claims arising from the Client's continued use of Equipment following the issue of an Unsafe Notice.

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## 17. Record Keeping and Documentation

RMS will maintain accurate records of all Services carried out and will provide the Client with appropriate documentation on completion of each visit, including:

- (a) Gas safety certificates and inspection records as required under GSIUR;
- (b) Commissioning records for new installations;
- (c) Service and maintenance records for each visit;
- (d) Unsafe Notices where issued;
- (e) Compliance documentation as included in the relevant Service Plan tier.

RMS will retain copies of all gas safety records for a minimum of 2 years in accordance with GSIUR requirements. The Client is responsible for retaining their own copies of all documentation provided by RMS and for making such records available to relevant authorities on request.

For Service Plan clients, RMS will maintain a full audit trail of all visits, certifications, and compliance records throughout the duration of the Service Plan. On termination of the Service Plan, RMS will provide the Client with a complete record of all documentation issued during the plan period.

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## 18. Subcontracting

RMS reserves the right to subcontract the performance of any Services to suitably qualified third parties, provided that any subcontractor used for gas work is Gas Safe registered and holds the appropriate qualifications for the work being carried out. RMS shall remain responsible to the Client for the performance of any subcontracted Services and shall ensure that any subcontractor performs to the same standard required of RMS under these Terms. RMS shall not be required to seek the Client's consent before subcontracting, provided that the use of a subcontractor does not materially affect the quality or safety of the Services.

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## 19. Confidentiality

Each party shall keep confidential all information of a confidential or proprietary nature received from the other party in connection with the Contract, and shall not disclose such information to any third party without the prior written consent of the disclosing party, except where required by law or by a regulatory authority. This obligation shall survive the termination of the Contract for a period of 3 years.

RMS acknowledges that compliance audit reports, safety records, and documentation produced in connection with the Services may contain sensitive information about the Client's operations. RMS will treat all such information as confidential and will only share it with third parties (including regulatory authorities) where legally required to do so. The Client acknowledges that RMS may retain anonymised data from service visits for the purposes of improving its services and training.

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## 20. Data Protection and GDPR

RMS will collect and process personal data relating to the Client's representatives, contacts, and (where relevant) employees and tenants in connection with the management, performance, and documentation of the Services. Such processing will be carried out in accordance with RMS's Privacy Policy and in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

RMS processes personal data on the following legal bases:

- (a) Contract performance: processing necessary to fulfil RMS's obligations under the Contract, including scheduling visits, issuing documentation, and managing invoicing;
- (b) Legal obligation: processing necessary to comply with RMS's statutory obligations, including the retention of gas safety records under GSIUR for a minimum of 2 years. Where personal data forms part of a gas safety record, the legal obligation to retain that record overrides any request by the Client or a data subject to have the data erased under UK GDPR Article 17;
- (c) Legitimate interests: processing necessary for RMS's legitimate business interests, including maintaining service history records and improving service quality.

RMS will not share personal data with third parties except where necessary for the performance of the Contract (such as with subcontractors or specialist engineers attending the Site) or where required by law. The Client is responsible for ensuring that any personal data it provides to RMS — including personal data relating to employees, tenants, or site contacts — has been collected and shared in accordance with

applicable data protection legislation. RMS's Privacy Policy is available on request and sets out full details of data processing activities, retention periods, and data subject rights.

## 21. Anti-Bribery, Corruption and Compliance

Each party shall comply with all applicable laws, regulations, and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010. Neither party shall engage in any activity, practice, or conduct that would constitute an offence under the Bribery Act 2010 or any equivalent legislation in any relevant jurisdiction. RMS reserves the right to terminate the Contract immediately on written notice if the Client breaches this Clause.

The Client warrants that it holds and will maintain throughout the term of the Contract all licences, permits, and authorisations required for the lawful operation of the Equipment at the Site, including any environmental permits required under the Clean Air Act 1993 or applicable local authority requirements in connection with emissions from the Equipment.

## 22. Service Plans

RMS offers three tiers of Service Plan providing scheduled maintenance, gas safety certification, and compliance documentation on a contracted basis. The Service Plans are designed to support the Client's obligations as Operator under Regulation 35 of GSIUR and to provide regulatory certainty for commercial roasting operations. All Service Plans include priority booking and priority call-out response ahead of non-contract clients.

*Your ducting forms part of your gas system under GSIUR and cannot legally be maintained by non-qualified personnel. Regular inspection and maintenance of ducting and flue systems is a legal requirement for commercial gas appliance operators.*

### 22.1 Standard Plan — £80 per calendar month (£960 per annum)

The Standard Plan includes:

- (a) One annual service visit and gas safety certification per contract year;
- (b) Priority booking for scheduled visits and priority call-out response;
- (c) Emergency call-out cover — no call-out charge for emergency attendance during the plan year;
- (d) Mileage charged at 50p per mile;
- (e) Hotel accommodation (where required) at £150 per night.

### 22.2 Premium Plan — £140 per calendar month (£1,680 per annum)

The Premium Plan includes everything in the Standard Plan, plus:

- (a) A second service visit at approximately six months after the first visit;
- (b) Ducting inspection and clean at each visit;
- (c) Full GSIUR and PUWER compliance documentation, signed off after every visit;
- (d) Full audit trail maintained throughout the plan year.

### 22.3 Compliance Plan — £240 per calendar month (£2,880 per annum)

The Compliance Plan includes everything in the Premium Plan, plus:

- (a) A third visit dedicated to emissions testing and analysis;
- (b) Full emissions analysis including NOx, SOx, PM2.5, and particulate matter (full measurables list to be confirmed);
- (c) Clean Air Act 1993 compliance documentation;
- (d) Complete regulatory coverage across GSIUR, PUWER, and emissions frameworks;

- (e) Audit trail and certification across all three regulatory frameworks;
- (f) Targeted at larger roasteries, multi-roaster operations, and corporate operators.

## 22.4 Bespoke and Multi-Roaster Plans

For sites with multiple roasters, complex installations, or specific compliance requirements, RMS will provide a bespoke Service Plan quotation on request. Bespoke plan pricing will be agreed in writing and set out in the Service Agreement.

## 22.5 Service Plan — General Terms

All Service Plans are subject to the following terms in addition to these general Terms:

- (a) The Service Plan has a minimum initial term of 12 months from the date of the Service Agreement.
- (b) After the initial term, the Service Plan renews automatically on a month-to-month basis unless either party gives 30 days' written notice of termination prior to the renewal date.
- (c) Service Plan fees are reviewed annually. RMS will give not less than 30 days' written notice of any price increase prior to the renewal date. Where RMS increases prices, the Client has the right to terminate the Service Plan without penalty by giving written notice before the renewal date.
- (d) The Service Plan covers the Equipment specified in the Service Agreement. Additional Equipment added to the Site during the plan year will require a plan amendment and may result in an increase in the monthly fee.
- (e) Where a scheduled visit cannot be completed due to the Client's failure to provide access or a ready site, the visit will be deemed to have been carried out for the purposes of the Service Plan and no credit or rescheduled visit will be provided unless agreed at RMS's discretion.
- (f) Service Plan fees do not include the cost of Parts required during service visits. Parts will be quoted and invoiced separately.
- (g) Emergency call-out cover included in all plans covers attendance at the Site in response to a genuine equipment emergency. Call-outs for non-emergency issues, routine queries, or issues arising from Client misuse may be treated as standard call-outs at RMS's discretion.

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## 23. Installation and Commissioning

This Clause applies to all installation and commissioning services provided by RMS, including the installation of new coffee roasters, emissions control systems, ducting and flue systems, and associated gas and electrical works.

### 23.1 Gas Installation

All gas installation work carried out by RMS is performed by Gas Safe registered commercial engineers in full compliance with GSIUR, HSE ACOP L56, and all applicable UK gas safety standards. On completion of all gas installation work, RMS will carry out gas tightness testing and provide the Client with a gas safety certificate and commissioning record.

### 23.2 Ducting and Flue Design

Where RMS is engaged to design and install ducting or flue systems, the design will be carried out in accordance with BS EN 13384 using RMS's approved design software. The Client is responsible for providing accurate site dimensions, Equipment specifications, and structural information necessary for the design. RMS will provide design calculations and drawings to the Client on completion. Any changes to the Site or Equipment after the design has been agreed may require the design to be revised and may result in additional charges.

### 23.3 Commissioning

On completion of installation, RMS will carry out full commissioning of the Equipment including burner setup, combustion analysis, gas tightness testing, and a safe system handover. The Client or a representative must be present at commissioning to receive the handover, confirm that the Equipment is operating correctly, and

sign the commissioning record. Where the Client is not present, commissioning will be deemed complete on RMS's sign-off and any subsequent issues reported by the Client will be assessed as post-commissioning matters.

#### **23.4 Handover Documentation**

On completion of commissioning, RMS will provide the Client with a handover documentation pack including: gas safety certificate, commissioning record, as-installed drawings (where applicable), operating instructions, and maintenance recommendations. The Client is responsible for retaining this documentation and making it available to any future service engineer or regulatory authority on request.

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### **24. Used and Legacy Equipment**

This Clause applies to all Services involving pre-owned, relocated, or used coffee roasting equipment, and to any equipment where the manufacture date is 10 or more years prior to the date of the Service Agreement or quotation ("Legacy Equipment"). Where this Clause applies, it supplements and takes precedence over Clauses 11 and 12 in respect of warranty provisions.

#### **24.1 Pre-Installation Survey**

Before RMS will commit to a fixed-price quotation for the installation or commissioning of used or Legacy Equipment, RMS reserves the right to carry out a pre-installation condition survey of the Equipment and the proposed installation site. The cost of the survey will be set out in the quotation and is payable whether or not the Client proceeds with the installation. The survey will assess: the structural integrity and condition of the Equipment; the condition of any existing gas, electrical, or ducting systems; the presence of any pre-existing defects or non-compliant components; and the scope of work required to bring the installation to a compliant and safe standard.

Where a survey reveals conditions not apparent at the time of the initial quotation — including but not limited to pre-existing defects, non-compliant components, or additional works required for safety compliance — RMS will issue a variation order in accordance with Clause 4. RMS is not obliged to proceed with the installation if the Client declines to accept a variation order that RMS considers necessary for the safe and compliant completion of the work.

#### **24.2 Limitation of Liability — Used and Legacy Equipment**

For all Services involving used or Legacy Equipment, RMS's liability is strictly limited to:

- (a) The quality and suitability of any new components supplied by RMS as part of the installation or service; and
- (b) The workmanship of the physical installation carried out by RMS's Engineers.

RMS accepts no liability for the structural integrity, condition, or failure of any pre-existing components, pipework, fittings, or associated systems that were in place prior to RMS's engagement and were not replaced as part of the Services. The Client acknowledges that used and Legacy Equipment may have unknown service history, undisclosed prior modifications, or age-related deterioration that cannot be fully assessed without extensive disassembly, and that RMS's survey and quotation are based on the condition of the Equipment as visible and accessible at the time of survey.

#### **24.3 Parts Supply — Legacy Equipment**

For Equipment with a manufacture date of 10 or more years prior to the date of the Service Agreement or quotation, Parts are supplied on a reasonable endeavours basis only. RMS will use reasonable endeavours to identify and source appropriate Parts from available suppliers, including by reference to the Equipment's data plate and manufacturer records. However, RMS does not guarantee the availability of Parts for Legacy Equipment and shall not be liable for any loss arising from the unavailability of Parts due to discontinuation, supersession, or the age of the Equipment. Where Parts cannot be sourced, RMS will advise the Client and, where appropriate, recommend alternative solutions.

## 24.4 Warranty — Used and Legacy Equipment

The following warranty tiers apply to Services involving used or Legacy Equipment, in place of the standard warranty provisions in Clause 11:

- (a) Equipment under 10 years old: The full workmanship warranty in Clause 11 applies, subject to a carve-out for any pre-existing defects identified in the pre-installation survey and set out in writing at the time of quotation. Pre-existing defects disclosed in the survey are excluded from the workmanship warranty. RMS's parts warranty under Clause 12 applies to all new Parts supplied by RMS.
- (b) Equipment 10 years old or older (Legacy Equipment): RMS's workmanship warranty is limited to the new components supplied by RMS and the workmanship of the physical installation only. No warranty is provided in respect of any pre-existing components, pipework, or systems that were not replaced as part of the Services, regardless of whether those components were inspected or tested by RMS. Parts supplied for Legacy Equipment are warranted as set out in Clause 12 where sourced by RMS, but RMS gives no warranty as to the long-term compatibility or suitability of Parts for Legacy Equipment given the age and condition of the host equipment.
- (c) Equipment of unknown provenance or without service history: Where the Equipment has no verifiable service history, has been subject to unknown modifications, or where its prior condition cannot be established, RMS's warranty is limited to new components supplied and installation workmanship only, on the same basis as Legacy Equipment under (b) above. Before commencing the Services, the Client will be required to sign a written acknowledgement confirming that the Equipment's prior condition is unknown and that RMS's liability is limited accordingly. RMS reserves the right to decline to provide any warranty where it considers the Equipment's condition to present unacceptable risk.

In all cases involving used or Legacy Equipment, the Client is strongly advised to ensure that their own insurance policy provides adequate cover for equipment of unknown or limited provenance.

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## 25. Non-Contract Maintenance, Servicing and Call-Outs

This Clause applies to all maintenance, servicing, fault diagnosis, and call-out services provided by RMS outside of a Service Plan.

### 24.1 Booked Service Visits

A booked service visit includes attendance by an RMS Engineer for the purposes of routine maintenance, annual gas safety certification, combustion checks, and flue and duct integrity checks. The current rate for a booked service visit is as stated in RMS's Schedule of Rates current at the time of booking. Mileage and hotel accommodation are charged in addition where applicable.

### 24.2 Standard Call-Out

A standard call-out is attendance by an RMS Engineer in response to a reported fault or issue that does not require immediate attendance. The current call-out rate and hourly rate are as stated in RMS's Schedule of Rates. Mileage and hotel accommodation are charged in addition where applicable. RMS will endeavour to attend within a reasonable timeframe but does not guarantee response times for non-contract call-outs.

### 24.3 Emergency Call-Out

An emergency call-out is attendance by an RMS Engineer in response to a reported gas leak, suspected Dangerous Appliance, or other situation requiring immediate attendance. The current emergency call-out rate and hourly rate are as stated in RMS's Schedule of Rates. Mileage and hotel accommodation are charged in addition. RMS will use reasonable endeavours to attend as quickly as possible but response times cannot be guaranteed for non-contract clients. Service Plan clients receive priority emergency response ahead of non-contract clients.

#### **24.4 Scope of Non-Contract Visits**

Non-contract service visits cover the work described in the booking or call-out request. Any additional work identified during the visit will be quoted separately and will not be carried out without the Client's agreement, except where RMS's statutory obligations require immediate action under Clause 16.

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### **26. Parts Supply**

This Clause applies to all Parts supplied by RMS in connection with the Services or as standalone supply to the Client.

#### **25.1 Sourcing**

RMS will use reasonable endeavours to source Parts for all makes and models of commercial coffee roaster. For Diedrich Roasters LLC, IMF, Roest, and Toper equipment, RMS sources Parts directly from the manufacturer or authorised distributor. For all other brands, RMS will identify the required Part from the Equipment data plate and attempt to source from the appropriate supplier. Where RMS is unable to source a Part, the Client will be advised and may source the Part directly.

#### **25.2 Pricing and Availability**

Parts prices are confirmed at the time of order and are subject to change. Prices are exclusive of VAT and delivery charges unless stated otherwise. RMS does not guarantee the ongoing availability of any Part and shall not be liable for any loss arising from the unavailability of Parts due to discontinuation or supplier issues. Where Parts are required urgently, RMS will use reasonable endeavours to expedite sourcing but cannot guarantee delivery timescales.

#### **25.3 Client-Supplied Parts**

Where the Client supplies their own Parts for RMS to fit, RMS accepts no responsibility for the quality, compatibility, or suitability of those Parts. The workmanship warranty in Clause 11 will apply to the fitting of Client-supplied Parts, but the Parts warranty in Clause 12 will not apply. Where RMS considers that a Client-supplied Part is unsuitable, incompatible, or of insufficient quality for safe installation, RMS reserves the right to refuse to fit it and will notify the Client in writing.

#### **25.4 Returns**

Parts that are no longer required may be returned for credit within 14 days of delivery, provided they are unused, in their original packaging, and in a resaleable condition. Parts ordered specifically for the Client are non-returnable once the order has been placed with the supplier. Return delivery costs are the Client's responsibility. RMS reserves the right to apply a restocking charge of up to 15%.

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### **27. Compliance and Documentation Services**

This Clause applies to compliance audits, safety inspections, documentation pack production, and related advisory services provided by RMS outside of a Service Plan.

RMS can provide standalone compliance services including: safety audits of existing roaster installations, responsibility allocation assessments for operators and landlords, documentation pack production, and regulatory compliance reviews. These services will be quoted on a case by case basis and will be set out in a written scope of engagement prior to commencement.

All compliance documentation produced by RMS remains the intellectual property of RMS and is provided to the Client for their own use in connection with the relevant Equipment and Site. The Client may not reproduce or share compliance documentation for commercial purposes without RMS's prior written consent. RMS retains the right to use anonymised data and learnings from compliance work in its own training and service development activities.

RMS's compliance services reflect its professional assessment at the time of inspection. RMS does not warrant that the Client will achieve or maintain regulatory compliance following the completion of a

compliance audit or documentation service — ongoing compliance remains the Client's responsibility as Operator under Clause 14.

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## **28. Technical Consultancy**

This Clause applies to all technical consultancy and advisory services provided by RMS on a time basis, including but not limited to: roastery setup and layout advice, Equipment selection guidance, maintenance planning, combustion optimisation, and regulatory compliance advice.

### **27.1 Engagement and Scope**

All consultancy engagements must be agreed in writing prior to commencement. RMS will issue a written scope of engagement setting out the nature of the advisory services, the estimated time required, the applicable rate, and any relevant assumptions or exclusions. Consultancy is provided on a time and advisory basis only. RMS does not provide a written report or deliverable unless expressly agreed as part of the scope.

### **27.2 Rates and Invoicing**

Consultancy is charged at RMS's current day rate or hourly rate as confirmed in the scope of engagement, exclusive of VAT. Travel time and reasonable expenses will be charged in addition and confirmed in advance. RMS will invoice on completion of the engagement or monthly for longer engagements. Payment is due within 14 days of invoice.

### **27.3 Nature of Advice**

All consultancy advice is professional opinion based on the information available at the time. RMS does not warrant that its advice will achieve any particular outcome. The Client is responsible for the implementation of any recommendations and for ensuring compliance with all applicable regulations. Where advice touches on matters requiring statutory compliance, the Client must ensure that any resulting works are carried out by appropriately qualified and registered professionals.

### **27.4 Cancellation**

Where a confirmed consultancy engagement is cancelled by the Client with fewer than 2 business days' notice, RMS reserves the right to charge for time already committed and any irrecoverable travel costs at the applicable rates.

### **27.5 Limitation of Liability — Consultancy**

RMS's total liability in connection with any consultancy engagement shall not exceed the total fees paid for that engagement. RMS shall not be liable for any indirect or consequential loss arising from its advice. Nothing in this Clause limits RMS's liability for death or personal injury caused by its negligence.

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## **29. Intellectual Property**

All designs, drawings, calculations, compliance documentation, reports, training materials, and other work product created by RMS in connection with the Services remain the intellectual property of RMS and are protected by copyright. The Client is granted a non-exclusive, non-transferable licence to use such materials solely for the purposes of operating and maintaining the Equipment at the Site. The Client shall not reproduce, share, or use RMS's work product for commercial purposes without RMS's prior written consent.

Where RMS designs a ducting or flue system under BS EN 13384, the design calculations and drawings are RMS's proprietary work product. The Client may retain them for the purposes of maintaining the installation but may not use them as the basis for works carried out by a third party without RMS's prior written consent.

### 30. Complaints

RMS is committed to resolving any concerns or complaints promptly and professionally. If the Client has a concern or complaint, they should raise it in the first instance by contacting RMS in writing. RMS will acknowledge receipt of any written complaint within 3 business days and will endeavour to provide a substantive response within 15 business days. Where a complaint cannot be resolved informally, the parties shall follow the dispute resolution procedure set out in Clause 31 before commencing formal legal proceedings.

### 31. Governing Law, Jurisdiction and Dispute Resolution

These Terms and any Contract formed under them shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes).

Before commencing formal legal proceedings, the parties agree to attempt to resolve any dispute by good-faith negotiation between senior representatives of each party for a period of not less than 20 business days from written notice of the dispute being given. This obligation does not prevent either party from seeking urgent injunctive or other interim relief from the courts where necessary.

### 32. General

32.1 Entire Agreement. These Terms and the Service Agreement or quotation constitute the entire agreement between the parties and supersede all prior representations, agreements, negotiations, and understandings.

32.2 Variation. No variation to these Terms shall be effective unless made in writing and signed by an authorised officer of each party.

32.3 Waiver. No failure or delay in exercising any right under these Terms shall constitute a waiver of that right.

32.4 Severability. If any provision of these Terms is found to be invalid, illegal, or unenforceable, it shall be severed to the minimum extent necessary and the remaining provisions shall continue in full force.

32.5 Assignment. The Client may not assign or transfer any of its rights or obligations under the Contract without the prior written consent of RMS. RMS may assign its rights and obligations, including to any successor entity or related company.

32.6 Third Party Rights. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

32.7 Notices. Any notice under these Terms shall be in writing and sent by email (with read receipt requested) or by first-class post to the address specified in the Service Agreement. Notices sent by email shall be deemed received on the next business day following transmission.

32.8 Binding Effect. These Terms shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

32.9 Regulatory Compliance. Nothing in these Terms limits or excludes any obligation imposed on RMS by applicable UK legislation, including GSIUR, PUWER, the Health and Safety at Work etc. Act 1974, or any other statutory instrument. Where any provision of these Terms conflicts with a statutory obligation, the statutory obligation shall prevail.

## Acceptance

By signing the Service Agreement or accepting a quotation, the Client confirms that they have read, understood, and agree to be bound by these General Terms and Conditions of Service in their entirety.

**For and on behalf of ROASTMASTER SOLUTIONS LTD:**

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Signature · Authorised Officer · Roastmaster Solutions Ltd

*Registered in England & Wales · Gas Safe Registered*

These Terms are subject to periodic review. The version current at the date of the Service Agreement shall apply. The latest version is available on request.