

# Cylinder Maintenance Contract Agreement

## Terms and Conditions

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### 1. Definitions

"Rubis Channel Islands (Rubis)" or "Fuel Supplies Channel Islands Ltd (FSCI)" means the company or organisation supplying goods and services.

"Cylinder Maintenance Contract Agreement" or "CMCA" refers to the specific maintenance agreement with the Customer and the associated services and charges,

"The Customer" means the person or persons as identified on the CMCA,

"Service Contract" is the annual service contract with terms and conditions.

"Breakdown Cover" is as detailed in the CMCA.

"Relevant Law" means the law and all Acts applicable to that particular island where Rubis carries out their day to day business. "Acts" means any laws/ acts/ legislation passed and enforceable by the democratic governing bodies of the islands where Rubis carries out their day to day business.

### 2. The Service Contract

The Service Contract shall be as detailed in the CMCA.

### 3. Equipment Covered

The equipment covered in this Service Contract is as detailed in the CMCA.

### 4. Period of Contract

The Contract is valid for one year from the date of acceptance by Rubis and for each year it is renewed thereafter. Renewal of the Contract will be automatically applied unless terminated in writing by the Customer or by Rubis.

### 5. Charges

Charges for the Cylinder Contract and Breakdown Cover charges are as detailed in the CMCA. Charges are subject to an annual review and will increase in line with the Retail Price Index (RPI).

### 6. Payment and Renewal

Payment for the Service Contract is made annually in advance or by any other payment method offered by Rubis. Charges due for parts or labour will be invoiced as incurred, and the Customer will make all payments due upon receipt of invoice.

The Contract remains valid as long as payment is continued and unless terminated in writing by the Customer or by Rubis. Rubis may, at its discretion, refuse to offer renewal of the Service Contract or may offer a reduced level of cover.

On your first service, Rubis will undertake a review of your installation, as per the Benchmark guidelines, to advise of any potential concerns. Before the end of the contract year Rubis will issue a renewal invoice which will detail any changes to the Service Contract.

Payment shall be made in full within 30 days of the invoice date or in line with the agreed terms of your account. All prices exclude the relevant sales taxes to the location of the maintenance works.

The Customer will indemnify Rubis for any losses, expenses, fees or costs incurred as a result of any breach of the Agreement including any legal costs incurred in Rubis pursuing payment of any debt, in any court or otherwise, and interest thereon.

## **7. Refunds and Transferring to a New Property**

No refund will be made for the unexpired part of any Service Contract within the Period of Contract. The Service Contract is transferrable to a new address or property and will not require renewal due solely to the change of address.

## **8. Spare Parts**

Where applicable and as further detailed within the CMCA, Rubis may supply and fit adequate replacement parts which are not the same as those being replaced.

## **9. Conditions of the Cylinder(s)**

Acceptance of a cylinder(s) into a Service Contract does not imply that it has been satisfactorily installed or maintained.

## **10. Acceptance of Cylinder(s)**

The Service Contract is dependent upon the cylinder(s) being in full working order. At the time of the first visit, the Rubis engineer will carry out a thorough inspection and any existing faults will be identified. Any work needed to bring the cylinder(s) into full working order will be charged for.

As a result of any inspection Rubis reserves the right to cancel the contract and refund any monies paid for reason of safety, accessibility for servicing, non-availability of spare parts, or age and condition of the cylinder(s). If during the period of the contract the cylinder(s) is/are deemed to have reached the end of its/their reasonable, serviceable life (through age, or through non-availability of spare parts) Rubis will endeavour to inform the Customer of this and recommend that the cylinder(s) need to be replaced. If the cylinder(s) is not replaced within one year, Rubis reserve the right to cancel the Service Contract; however Rubis may continue to service the cylinder(s) on the understanding that spare parts are not available.

## **11. Breakdowns**

A breakdown is categorised as a failure or malfunction leading to an unplanned maintenance activity, not being part of the planned annual service event. Breakdown charges are as detailed in the CMCA.

Rubis will endeavour to attend to any breakdown or failure covered by the Service Contract on the day that it is reported and normally within 24 hours of the first report.

## **12. Exclusions**

Any work required due to an inherent failure of the existing system or caused by any other 3rd party.

Rubis will not accept liability for any failure of the system attributable to inadequate maintenance of the entire system or any failure caused by, but not limited to, hidden faults, pumping over, air-locks, inadequate flushing, installations not in line with manufacturer recommendations, manufacturing defects, incorrect inhibitor levels, debris or particulates within your heating or hot water systems.

Rubis will exercise all reasonable care but shall not be liable for damage normally inherent in carrying out maintenance work of this nature. Rubis shall not be liable for any damage caused by lack of maintenance or damage caused during the normal replacement of parts or components of any boiler, cylinder, cooker or other appliance as well as parts or components of heating or hot water systems.

The works do not include for the painting of radiators, the making good of decorations, the boxing in of pipework, alteration to linen cupboard shelves renewal or repair of floor boards, the lifting and replacing of carpets or floor coverings including special types of flooring e.g. parquet hardwood, tiled chipboard etc. and for the chasing in of pipes and wires.

## **13. Use of Sub-Contractors**

Rubis reserve the right to use sub-contractors to carry out any work under the Service Contract.

## **14. Liabilities**

No responsibility is accepted by Rubis for any deficiencies which may be present in the existing heating, plumbing or water system (e.g. heating up time, incorrect radiator sizes, faulty pipework, lack of water circulating in any part of the system and damage resulting from disturbance of existing supplies, tanks and oil-fired cookers). No responsibility is accepted by Rubis for the quality of any existing equipment used by Rubis.

The Customer agrees to indemnify Rubis against any claim or claims whatsoever and howsoever arising in connection with the equipment to be serviced under the Service Contract (or any part thereof) other than any claim or claims occasioned by the negligence or default of Rubis or its agents or servants. The Customer shall be responsible for ensuring that the equipment subject to servicing under the Service Contract and such equipment's use is always in accordance with all the manufacturer's instructions, relevant statutes, by-laws or regulations appertaining thereto and the Customer shall keep Rubis, its agents or servants fully indemnified against any claims whatsoever arising as a result of any breach of such misuse, statutes by-laws or regulations.

Save in case of death or personal injury caused by Rubis or its employee's negligence or where exclusion or limitation of liability is otherwise prohibited by law under no circumstances shall Rubis or its employees be liable for any damage, injury or loss of any kind whatsoever (including, without limitation, any loss of profits or contracts or any other consequential loss) to property or persons arising out of the supply of cylinder maintenance or plumbing and heating goods or services.

The total limit of liability for all claims is £100 within the Period of Contract.

## **15. Normal Working Hours**

Normal working hours are defined in the CMCA.

Any work undertaken outside these hours may be subject to additional charges at the prevailing overtime rates.

## **16. Entire Agreement**

The Customer acknowledges that these terms and conditions shall constitute the entire agreement with Rubis with respect to the subject matter hereof. No variations, waiver or supplement to these conditions shall be binding upon the Company unless expressly accepted by the Company in writing.

## **17. Arbitration**

Any dispute arising out of or in connection with this agreement, shall be referred to and finally resolved by arbitration under the Rules of the Chartered Institute of Arbitrators, which rules are deemed to be incorporated by reference into this clause.

## **18. Asbestos and Hazardous Materials**

Should asbestos or any other hazardous material be found during the works, or any other circumstance where Rubis, at its sole discretion, considers the health and safety of its employees is at risk, then extra charges will apply to facilitate safe removal of any such materials or circumstance.

## **19. Consequential Loss**

Rubis shall not accept liability for any consequential loss, damage or liability which has not been directly caused by the negligence of the company.

## **20. Delay**

Rubis will not be liable for any loss or damage directly or indirectly caused to or suffered by the customer for any reasonable delay in the commencement of or completion of the maintenance. This includes any costs for alternative energy sources required to provide heating or hot water services.

## **21. Delays by the Customer**

If deliveries are delayed upon the Customer's request or as a result of delayed payment by the Customer then Rubis shall be entitled to charge the Customer for storage of any materials ordered by Rubis for the performance of the terms of this agreement after giving notice to the Customer that such materials are ready for delivery. Rubis may (without prejudice to any other rights of Rubis) at its own option and after expiration of a reasonable time limit (which shall be set by Rubis) deliver the materials to the Customer and require payment accordingly or treat the agreement as cancelled without prejudice to any rights to recover from the Customer any loss or expenses incurred by Rubis.

Rubis shall be entitled to charge the Customer for abortive visits due to lack of access when prior arrangements have been made.

## **22. General**

Rubis assume that the premises will be available for all work to be carried out during normal working hours. Should overtime be necessary for your convenience, it will be charged as an extra. Any additional visits due to lack of access or co-ordination of trades by others, may be charged as extras. Remedial work on faults discovered before, during or after maintenance and not deemed to be part of the agreement will be deemed as extras.

Rubis will need unrestricted access to all pipework, storage tanks and all equipment located within the property, including the loft space, and respectfully request that the area is cleared prior to our arrival. Any time spent moving obstructions to these areas may be charged as extras.

Rubis shall not be liable for any loss or damage howsoever caused rising directly or indirectly out of or in connection with any failure to perform their obligations under this agreement if they are prevented from doing so by any cause reasonably beyond their control including all industrial disputes, strikes, lockouts, fire, accident or war.

The agreement entitles the Customer to a Cylinder Service, during the period of the contract. This may not be carried out within the same month each year. Rubis will not accept liability for any failure, loss or damage due to rescheduling of the works.

## **23. Permission**

This agreement is given, and the maintenance is undertaken by Rubis upon the condition that all necessary licenses, authorities or permissions, including the consent of the Landlord are first obtained by the Customer.

## **24. Property at Risk**

Title to any materials used by Rubis in performing the terms of this agreement shall not pass to the Customer until payment has been made in full. Risk of loss or damage shall pass to the Customer upon delivery.

## **25. Carbon Monoxide Detector**

Rubis recommends the installation of permanently wired carbon monoxide detectors, although we can provide battery powered units with internal oil-fired appliance at an additional cost.

## **26. Third Party Costs**

Rubis will be reimbursed for all 3rd party charges at invoiced cost. Copies of all 3rd party invoices will be available on request.

## **27. Ventilation**

Grilles to supply air for combustion and ventilation to standard flue appliances may be necessary. These works will be arranged by Rubis at an additional cost.

## **28. Warranty**

Rubis will remedy, free of charge, any defective workmanship which appears within a period of 12 months from the date of maintenance. Rubis will not be held responsible for latent defects which appear after this period.

Pitting corrosion is a localised form of corrosion by which cavities or "holes" are produced in the cylinder material due to galvanic action taking place. Rubis need to make you aware that some cylinder manufacturers may not uphold warranty claims where pitting is evident.

The manufacturer's warranties for the equipment installed should be read and understood by the Customer to ensure they are kept current for the period of cover for all equipment installed. In the event of a failure, details of how to progress a claim can be found in the manufacturer's warranty documents. Rubis will assist with any claims that may arise and return defective items on your behalf. Rubis cannot influence any warranty decision by the manufacturer and will be instructed by the manufacturer on what action to take and the charge to levy accordingly.