

# General Terms and Conditions for Structured Discount Scheme on Quoted Plumbing Works

---

## 1. Definitions

In the context of these terms and conditions, the following words shall have the following meanings: "the Domestic Customer" means the person or persons as identified in the Quote; "the Company" means the person, firm, company or organisation supplying goods and services; "the Goods" means the services subject to the quote, or any of them or any ancillary goods to be provided thereunder; "the Works" means the works subject to the Quote, or any of them or any ancillary services to be provided thereunder; "the Quote" means the Quote issued by the Company for the supply of Works; "Specification" means the description and /or requirements of the Works referred to in the Quote; "Force Majeure" means any cause beyond the affected party's reasonable control preventing or delaying the supply of that party's obligations under the Quote. "Relevant Law" means the law and all Acts applicable to that particular island where the Company 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 the Supplier carries out his day to day business. The Discount means the structured discount scheme for customers who have or will take up products and services from Fuel Supplies (C.I.) Ltd. A BMS product refers to a "Boiler Maintenance Service Contract, a Cooker Service Contract and a Domestic Hot Water Cylinder Service Contract".

## 2. Applicable Terms and Conditions

The Discount is made only upon and subject to the terms and conditions set out herein and shall be accepted by the Customer. These terms and conditions for structured discount scheme shall prevail over any other terms and conditions for discounts. Fuel Supplies (C.I.) Ltd.'s normal terms and conditions will apply for the works / workmanship.

## 3. Amounts Eligible for Discount

The amounts eligible for Discounts shall be as stated in the Quote. No amounts in excess of that stated in the Quote will apply without the written authority of the Company. The Company reserves the right to reject or refuse any unauthorised and /or unaccepted Quotes.

## 4. Alterations

No amendments, modification or alterations to the Discount, in amounts, type, physical structure, specifications or standards are accepted by the Company unless authorised by the Company, their agents or recognised representative in writing. Unless authorised instruction is received in writing the Customer carries all risk should they amend the scope, modify or calculate Discounts in any way.

## 5. Authorisation

The Company accepts no liability for any Discounts unless the Quote has been placed by a duly authorised person.

## 6. Applicable Discounts

- 6.1 Prices and Discounts shall remain as stated in the Quote and shall not be subject to variations unless written instruction has been received from the Company.
- 6.2 Prices and discounts quoted exclude GST and all other forms of tax and / or import duty applicable unless clearly stated on the Quote.
- 6.3 Discount applies to Fuel Supplies (C.I.) Ltd labour and materials for quoted installations (tanks, boilers etc.) only and does not apply to 3rd party costs.
- 6.4 Limit of discount – Discounts can only be applied up to the first £10,000 of Fuel Supplies (C.I.) Ltd labour & materials.

No discounts apply to any works performed by 3rd parties.

6.5 Discounts applicable:

Fuel Customers (planned or timed delivery) with 1 BMS product, will be eligible for 10% discount for Fuel Supplies (C.I.) Ltd

Labour and materials identified in the Quote and Fuel Customers (planned or timed delivery) with 2 BMS products, will be eligible for 15% discount for Fuel Supplies (C.I.) Ltd labour and materials identified in the Quote.

6.6 Discounts will be calculated based on the existing Fuel Supplies (C.I.) Ltd services being provided to the Customer at the time of accepting the Quote. If the Customer decides to upgrade at the point of acceptance of the Quote, this will be acceptable, but if the Customer chooses to upgrade later, the Customer will not be able to claim the additional discount.

## 7. The Works

7.1 Discount is applicable where the Customer requires the Company to provide the Works as detailed in the Quote to install, maintain, fit, or carry out any Work on any site owned or occupied by the Customer ("the Site") the following terms and conditions shall apply:

(a) the Works must be performed at the property where the products and services are applicable.

## 8. Cancellation

8.1 For Discounts to be continually applicable, the Customer must keep the planned / timed delivery fuel product in place and the BMS product for a minimum duration of 12 months, or if credit / finance is taken out, be for the duration of the credit / finance period. Should a customer cancel the agreement, or obtain fuel from another supplier within this period, the Customer will no longer be eligible for the discount; and the Customer will then be charged the full discount applied.

8.2 Without prejudice to its other rights and remedies the Company reserves the right to cancel the Quote for any reason and at any time upon giving the Customer notice. Save in the event of breach of contract by the Company, the Customer shall pay, all costs associated with the works at the quoted values without discounts applied for all work in progress at the date of cancellation. The Company shall not be liable for any other direct or indirect cost or loss to the Customer including (but not limited to) indirect loss, consequential loss or loss of business or opportunity or make any form of compensation payment for the use of any other energy providers.

## 9. Assignment

9.1 The Customer shall not without the prior written consent of the Company, assign or transfer or otherwise deal with the whole or any part of the Quotation or the benefit thereof or rights thereunder. However, the Customer still maintains the Discount eligibility when there is a relocation to a new address or change of location. This will be subject to the Customer maintaining the same level of service as the previous address or property.

## 10. Statutory and Other Requirements

10.1 Without prejudice to any other rights and remedies of the Customer, the Company warrants that:

(a) the design, supply, use, manufacture, performance, construction, and quality of any Works to be performed by the Company comply in all respects with any statute, statutory rule, order, directive or statutory licence, consent or permits which may be in force at any time;

(b) the Works and / or Goods and all supporting literature and documentation comply with all trade descriptions (within the meaning of the Relevant Law) applicable.

10.2 Where applicable and unless otherwise agreed in writing, the Company warrants that the Works or Goods have any and all necessary licences and comply with any and all relevant government regulations and / or Relevant Law.

10.3 The Company warrants that it fully complies with the Relevant Law in reference to bribery and corruption and takes note of the Bribery Act 2010 and the Rubis Group Code of Ethics. For the avoidance of doubt, this includes but is not limited to, any associates, agents and sub-contractors. Any breach of this Act will entitle the Company to terminate the Quote as per clause 9.

## 11. Force Majeure

11.1 The Company shall not be liable to the Customer for failure and performance of the Works and / or delivery of the Goods, resulting from Force Majeure.

## **12. Law and Jurisdiction**

- 12.1 The terms governing the application of Discounts shall be governed construed and interpreted in accordance with the Relevant Law. The parties hereby agree to submit to the sole jurisdiction of the courts where the Company carries out its day to day business in respect of any dispute arising out of or in connection with the Discounts or these terms and conditions.
- 12.2 Where there is a contradiction and / or confliction between these terms and conditions and the Relevant Law then the Relevant Law shall take precedence.