

For the supply of Plumbing and Heating Goods and Services



Terms and Conditions

1. Definitions

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

"Quote" refers to the specific quote or quotation issued to the Customer detailing the products and services to be provided and charges,

"The Customer" means the person or persons as identified in the quote,

"Customer Acceptance document" means the document signed and returned by the Customer to Rubis accepting the quote.

2. Materials and Workmanship Guarantee

Rubis will remedy, free of charge, any defective workmanship (as detailed in the Description of the Works of this quote) which appears within a period of 12 months from the date of installation. Fuel Supplies will not be held responsible for latent defects which appear after this period.

Isolation valves will be installed creating a junction between the existing pipework & new pipework. Unless otherwise stated in the Description of the Works, the existing pipework is not classed as being within our scope of works and therefore will not be covered by our materials and workmanship guarantee.

3. 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.

4. Arbitration

Any dispute arising out of or in connection with this quote, 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.

5. Limitation of Liability

Save in case of death or personal injury caused by Rubis's or its employee's negligence or where exclusion or limitation of liability is otherwise prohibited by law under no circumstances shall the Company 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 plumbing and heating goods of services.

6. Agreement

Acceptance by the Customer of this quote shall form a binding contract between Rubis and the customer for the Products and Services mentioned within it or the Customer Acceptance document.

7. Cancellation

Administration charges of a minimum of £250 will apply should the Customer cancel the contract beyond the point of acceptance. Special order / non-returnable materials will be charged at the rate allowed within the accepted quote.

8. 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.

9. Authority to Subcontract

Rubis shall be entitled to subcontract the performance of its obligations under this agreement and incidental to this quote on such terms and conditions as its chosen subcontractors may stipulate.

10. 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.

11. 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 installation. This includes any costs for alternative energy sources required to provide heating or hot water services.

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12. 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 quote 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 order 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.

13. Exclusions

General exclusions and clarifications are as detailed in the quote. Rubis will exercise all reasonable care but shall not be liable for damage normally inherent in carrying out installation 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.

Unless specifically mentioned, 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 of special types of flooring e.g. parquet hardwood, tiled chipboard etc. and for the chasing in of pipes and wires. These may or may not be, as a direct result of the works carried out. Only builders, joinery or decorative works mentioned in Description of the Works are included within the quote.

Rubis estimating process and subsequent quotes include works that we deem to be required and have noticed during our visit. This includes resolving any existing heating system faults which may result in premature failure of your new appliance, or other installed equipment or resolving any faults and none compliance to current legislation, however, Rubis cannot be held responsible for any unnoticed issues, throughout the entire works, which may result in further works, failures or declined warranty claims.

14. Flue Liners

Rubis accepts no responsibility for the suitability of any existing flue at the Customer's property if an existing flue is to be used and later proves to be unsatisfactory in operation. Rubis recommends that flue liners are replaced at the time of the appliance unless the liner has been replaced recently.

15. Power Flushing

To ensure your heating system is cleaned in line with British Standards it may be necessary to Power Flush your system and treat the system water with a suitable inhibitor. The cleaner added to the system will work when there is sufficient flow through the pipework but in cases where there is a blockage or significantly reduced flow, the pipework may need to be cut out and replaced. This will be treated as extras. Remedial works required on any part of the heat circuit or radiators is not included, including clearing blocked or choked pipework. This may or may not be, as a direct result of the system power flush or any resultant damaged caused by it or the chemical agents required completing the works.

16. None Mains Water

The Customer must inform Rubis if your water supply is not fed by mains water as some boiler manufacturers will not uphold warranty claims should your heating system be filled with Bore Hole water. The cost of supply for any water required for flushing or filling of your property is not included unless you inform us of this, in good time prior to the installation.

17. Fuel & Temporary Oil Storage

Any fuel deliveries arranged on your behalf will be chargeable at the rate agreed in your contract or with our customer services department at the time of order.

Temporary oil storage tanks are charged at £150 for the first 4 weeks and then a charge of £50 per whole week thereafter will be charged. Labour and material charges apply for works involved with the installation and removal of the temporary tank. If, for no fault of ours, or in the unlikely event that you request that Rubis leave the tank in situ for more than 4 weeks you will be charged at £50 per week until Rubis are instructed to collect it.

18. General

Rubis assume that the premises will be available for all work to be carried out during normal working hours with unrestricted access. 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 installation and not deemed to be part of the quote 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.

Due allowance has been made in this quote for the value of scrap and spoils. All disconnected and redundant materials except electric block storage heaters will be removed without allowance or charge, unless otherwise agreed in writing between the Customer and Rubis.

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 with their obligations under the quote if they are prevented from doing so by any cause reasonably beyond their control including all industrial disputes, strikes, lockouts, fire, accident or war.

19. Payment

Terms of payment: In full within 30 days of invoice date or 12 consecutive monthly payments (interest free with Rubis) or under special terms agreement direct with any Finance Partner. All prices exclude the relevant sales taxes to the location of the installation works.

Any alterations or additions to the Description of the Works, which in turn affect the original price quoted, may result in extra charges. Where possible and if timing allows, these extras will be detailed and agreed prior to proceeding. These extras may be charged on an hourly charge basis or may form part of a re-quote for further works as and where applicable.

20. Permission

This quote is given and the installation 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 and that unrestricted access to the property will be given by the Customer in order that the installation work may be undertaken.

21. Property at Risk

Title to any materials used by Rubis in performing the terms of this quote 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.

22. Responsibility

No responsibility is accepted 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 cylinders). No responsibility is accepted by Rubis for the quality of any existing equipment used by Rubis.

23. Scaffolding / Safe Access

The quote does not include the use of scaffolding or any other safe means of access unless specifically stated. When safe access is not found, and in the opinion of the Company not reasonably foreseen to be available in addition to specified means, any additional cost will be charged to the customer.

24. Severability

If any part of this quote is found by a court of competent jurisdiction or other competent authority or by an arbitrator to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this quote which will continue to be valid and enforceable to the fullest extent permitted by law.

25. Solid Fuel Back Boilers

Where these are present at the Customer's property the customer MUST inform us of this. Back boilers should be removed or as a minimum they should be left drained and drilled but this can only be performed if we know of their existence. Removal will not be undertaken by Rubis unless specifically mentioned within the quote. The cutting away and making good of the fireplace aperture is only included where specifically mentioned in this quote.

26. System Controls

Rubis recommend that boiler controls (programmer, motorised valves and thermostats) should be changed at the time of replacing your appliance.

27. Oil Feed and Extended Fill Lines

Rubis recommend, at the time of changing your oil storage tank or oil fired appliance, that the entire oil feed line is replaced with approved plastic / sleeved copper and where going underground, having no joints and within an outer conduit. Rubis also recommend that the extended fill pipework is replaced at the same time. This ensures the installation is in line with current regulations applicable at the time of the works. Any pressure test applied to your pipework will be carried out in accordance with the OFTEC guidance and will establish the integrity of your pipework at that time; however, this doesn't guarantee the integrity of your system beyond that point.

28. Carbon Monoxide Detector

Rubis recommends the installation of permanently wired carbon monoxide detector although we provide battery powered units with internal oil fired appliance installations.

29. 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. For clarity and transparency, the sums allowed for sub-contractors are as listed in the quote. Should any other 3rd parties be required whilst performing the works, Rubis will arrange and be reimbursed in the same manner.

30. Ventilation

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

31. Warranty

Rubis will remedy, free of charge, any defective workmanship (as detailed in the Description of the Works of the quote) which appears within a period of 12 months from the date of installation. Fuel Supplies 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 boiler jacket material due to galvanic action taking place. Rubis need to make you aware that some boiler 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.