



Terms and Conditions - Sale of Goods and Services

Effective from 01 January 2020

These conditions apply except in so far as where they are inconsistent with any express agreement entered into writing between the Seller and the Buyer before the delivery. Acceptance of goods will be treated as acceptance of the Seller's conditions.

The latest version of these Conditions may be obtained at any time from our website or by contacting your local depot.

1. Definitions

In these Conditions:

- 1.1. "Buyer" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.
- 1.2. "Goods" means supplied petrol, diesel, kerosene, oil and other fuels and lubricants as well as other products available from time to time.
- 1.3. "Services" means services provided to you by us through our Renewables and Heating Services division and other service divisions.
- 1.4. "Product" means oil supplied by the Seller
- 1.5. "Seller" means "Rubis Channel Islands (Rubis)" or "Fuel Supplies (C.I) Ltd (FSCI)"
- 1.6. "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
- 1.7. "Contract" means the contract for the purchase and sale of the Goods.

2. Contract

- 2.1. If the Buyer has entered into a separate agreement with the Seller then, if there is any conflict between the terms of that agreement (including any pricing terms) and these Conditions, the terms in the agreement shall apply.
- 2.2. If the Buyer places order with the Seller (pursuant to a quotation or otherwise) then that order is an offer to the Seller to enter into a Contract which the Seller is free to accept or reject at their discretion.
- 2.3. A Contract is formed (and these Conditions become binding) when the Seller either: (a) confirms to the Buyer (either orally or in writing) that the order is accepted or (b) commence performance of the Services, whichever is the earlier.
- 2.4. Each order placed by the Buyer which is accepted by the Seller shall form a separate Contract.



3. Delivery

- 3.1. The Seller will deliver the Goods within a reasonable time. The delivery date provided by Seller for the Goods is only an estimate and is based upon prompt receipt of all necessary information from Buyer.
- 3.2. Where the Seller delivers Product in bulk it is the Buyer's responsibility;
 - to provide a safe and suitable bulk storage which complies in all respects with all requirements of any relevant statutes, orders, regulations or bye-laws in force.
 - to ensure that the storage into which delivery is to be made will accommodate the full quantity ordered and in the case of Motor Spirit to procure certification to this effect and also to the effect that the connecting hose is properly and securely connected to the filling point. In this regard the Buyer is referred to the regulations currently in force relating to the storage and use of Motor Spirit.
 - In the case of highly inflammable products and where otherwise applicable, strictly to observe any requirements of any relevant statutes, orders, regulations or bye-laws in force with respect of the avoidance of smoking, naked lights, fires, stoves or heating appliances of any description in the vicinity of the storage and the fill, dip and vent pipes connected thereto.
- 3.3. It is a condition of every bulk sale that the quantity shown by any measuring devices employed by the Seller shall for the purposes of accounts be accepted by the Buyer as the quantity delivered but the Buyer may be present or represented at the taking of these measurements in order to verify them if he so desires.
- 3.4. The Seller cannot accept any responsibility whatsoever for discrepancies in the Buyer's tanks, dip rods or other measuring devices. If on any delivery the Buyer or any representative of the Buyer whether or not for the purpose of verifying the Seller's measurement or quantity for that delivery mounts any vehicle used on that delivery the Buyer or his representative (as the case may be) shall do so at his own risk and the Seller accepts no responsibility whatsoever therefor.
- 3.5. If the Seller believes that it would be unsafe to make a delivery, the Seller may suspend that delivery until we are satisfied that it would be safe for us to proceed.
- 3.6. In the case of Kerosene, Gas Oil and Fuel Oils, the Buyer undertakes that the oil will not be used as fuel in mechanically propelled vehicles constructed or adapted for use on roads in contravention of any relevant legislation.
- 3.7. If the Buyer requests the Seller to make deliveries outside the Seller's normal service hours (as published by the Seller from time to time); the Seller reserves the right to charge the Buyer the additional cost in making such deliveries



4. Price

- 4.1. Oil products supplied are chargeable at the prices ruling on the day of delivery.
- 4.2. The prices of Fuels may be varied by the Seller to reflect wholly, and from the effective date, any changes in any duty, tax, fee or charge of any kind included in the prices of Fuels.
- 4.3. The Seller shall endeavour promptly to advise the Buyer of the imposition, or increase in, any duty, tax, fee or charge payable by the Buyer when such information becomes known to the Seller but the Seller's inability so to do shall not excuse the Buyer from its obligation to pay any such duty, tax, fee or charge from its effective date of application.

5. Ownership and Risk

- 5.1. The risk in any product delivered under these conditions shall pass to the Buyer, in the case of any delivery in bulk by road vehicle, when on discharge it passes the hose connection of the storage tank, container, receptacle, vessel or fill line (as the case may be) provided by the Buyer for receiving that delivery. In the case of barrel or other package deliveries the risk in any product contained in any such package shall pass to the Buyer at the time of off-loading when the package is removed from the vehicle provided by the seller for the delivery of such package.

6. Planned Delivery Services for Fuels

- 6.1. The Seller will estimate the amount of Product to be delivered to the Buyer on the basis of:
 - The information the Seller provides concerning the use of installations at the premises
 - The size of the Sellers boiler and tank
 - For existing customers, the previous level of Product supplied to the premises
 - The weather conditions prevailing from time to time in the island where the premises are situated
- 6.2. Based on the estimate made on accordance with 6.1 above, the Seller will deliver sufficient quantities of the product to ensure the continued use of the installations and ensure the level of the product in the tank does not reach a level that could cause damage to the installation.
- 6.3. A metered ticket will be issued in accordance with these terms and conditions.
- 6.4. Payment will be due in accordance with these terms and conditions.



- 6.5. It is the Buyers responsibility to inform the Seller of any change in the ruse of installations at the premises and for any change in circumstances that could have an effect on the amount of product used at the premises.
- 6.6. The Buyer will not allow any third party to remove any of the Product from the tank.
- 6.7. The Buyer must inform the Seller immediately with regards a change of name and address.
- 6.8. The Planned delivery agreement may be terminated by either party giving at least 30 days written notice of such intention to the other party. Upon termination of this agreement of this agreement by either party any obligation of the Seller to supply Product ceases immediately.
- 6.9. Upon termination of the Planned Delivery agreement payment will be due for any amount of Product already supplied to the Buyer.

7. Payment

- 7.1. Terms of payment in respect of each delivery of products made under these conditions shall be cash on delivery or such other terms as may have previously been agreed between the Seller and the Buyer.
- 7.2. All payments shall be made in Pounds Sterling or such other terms as may have previously been agreed between the Seller and the Buyer.
- 7.3. Unless otherwise agreed in writing any amount due from the Buyer to the Seller which is not paid within the agreed period shall be liable to bear simple interest from the date on which it became due up to and including the date of payment at the rate calculated as an annual rate of 4% above the Lloyd's Bank PLC base rate current on the due date.
- 7.4. This provision shall not be construed by the Buyer as an indication of any willingness on the part of the Seller to provide extended credit as a matter of course, or as a waiver of any other rights which the Seller may have.
- 7.5. If the Buyer makes payment via direct debit, the Buyer agrees to the specific Terms and Conditions upon completion of the Direct Debit mandate.

8. Refund Policy

- 8.1. The buyer can cancel any order for Goods on any day prior to the date of delivery. The Buyer must notify the Seller using the appropriate cancellation form by fax or email to confirm they don't want the Goods.
- 8.2. Once the Goods are delivered the Buyer cannot cancel the order.



- 8.3. If the Buyer makes a payment to the Seller in error, the Seller will refund the payment within fourteen days.
- 8.4. If an overpayment is made by the Buyer, as long as there is a credit balance on the account the Seller will refund the full amount or the amount of the credit balance available.
- 8.5. If the Buyers account is in credit, the Seller can issue a refund of this amount, which will be paid back into the bank account it was collected from unless agreed otherwise.

9. Liability

- 9.1. Save in case of death or personal injury caused by the Seller or its employee's negligence or where exclusion or limitation of liability is otherwise prohibited by law under no circumstances shall the Seller 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.
- 9.2. The Seller shall not accept liability for any consequential loss, damage or liability which has not been directly caused by the negligence of the Seller.

10. Force Majeure

- 10.1. The Seller will not be liable for any failures or delays caused any circumstances whatsoever which are not within the reasonable control of the Seller or of the Seller's Suppliers.

11. Privacy Policy

- 11.1. For the purposes of complying with the applicable data protection legislation, the Seller has prepared a data protection notice in relation to personal information to be collected by the Seller, a copy of which can be found on-line at <https://rubis-ci.co.uk/privacy-policy/>.

12. Law and Jurisdiction

- 12.1. Where the product is supplied in Jersey these conditions and any related agreement shall be governed by and construed in accordance with Jersey law and where the product is supplied in Guernsey or Alderney these conditions and any related agreement shall be governed by and construed in accordance with Guernsey law.

13. Compliance

- 13.1. The Buyer shall comply with the ethical and anti-corruption rules defined in the Rubis Group Code of Ethics available on the Rubis Group website.
- 13.2. In particular, the Buyer shall comply with and ensure compliance by its employees and its key subcontractors and/or suppliers with:



- the applicable labour legislation and, in particular, the prohibition of the use of child labour or any form of forced labour;
- health and safety rules for employees and environmental protection rules in force at their facilities;
- the prohibition of any form of fraudulent activity within the framework of contractual relations;
- the prohibition of all forms of corruption (public, private, passive or active), including the offer or gift of money, bribes, inducements or any other unjustified service or advantage proposed or received with the intention of influencing the conduct of a person with a view to obtaining preferential treatment, inducing a favourable decision or influencing the outcome of a negotiation;
- the applicable national and international laws imposing economic and/or financial sanctions (embargoes) on natural and/or legal persons

14. Renewables & Heating Services Terms & Conditions

14.1. Separate terms and Conditions are applicable to the supply of Renewables & Heating Goods and Services.