



For the supply of Renewable Solar 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.

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. When subcontracting works, Rubis will invoice in accordance with the allowed amounts used in preparation of the quotation and not the subcontractor or 3rd party invoiced amount.

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 or perceived loss of revenue from embedded generators.

12. Delays by the Customer

If deliveries are delayed upon the Customer's request or as a result of issues with the roof/location being unsuitable or as a result of delayed payment by the Customer, then Rubis shall be entitled to charge the Customer for any materials ordered by Rubis and storage of same, for the performance of the terms of this quote after giving notice to the Customer that such materials are ready for delivery/have been delivered. 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 installation.

Unless specifically mentioned, the works do not include for the painting, making good of decorations, the boxing in of cables, alteration to cupboards or shelves, lifting or renewal or repair of floorboards, the lifting and replacing of carpets or floor coverings of special types of flooring e.g., parquet hardwood, tiled, linoleum, 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 faults noticed. 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. Electrical Works

All electrical works will be carried out in line with BS7671 and in accordance with the current edition of the Wiring Regulations. Rubis accepts no responsibility for any existing faults or the suitability and continued use of any existing electrical system.

15. Roof and Roof Coverings

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 due to the failure of the roof structure or covering.

16. Scaffolding / Safe Access

The quote does not include the costs for the use of scaffolding or any other safe means of access unless specifically stated.

17. Third Party Costs

Rubis will be reimbursed for all 3rd party charges, including but not limited to, roofing, scaffolding, electrical, joinery and building works. Should any additional 3rd parties be required whilst performing the works, other than those mentioned in the quote, Rubis will arrange and shall be reimbursed at invoiced cost with copies of these 3rd party invoices being available on request.

18. Surveys

Rubis use specialist software to perform the system design and PV panel placement. This software utilises satellite imagery and is backed up by a visual survey of your roof to indicate the general suitability of the installation. Rubis shall not be liable for any unnoticed obstructions or differences in the usable area, resulting in the number of PV panels that can be installed. This may only become evident once scaffold is erected.

A professional survey may be required to assess the structural suitability of your roof. The quote does not include the costs for such professional surveys or additional works identified from it unless specifically stated. Again, this may only become evident once scaffold is erected.

19. 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 areas of the works located at 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 mixed waste 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.

20. Payment

Terms of payment: In full within 30 days of invoice date (subject to clause i) or in some cases when detailed in your quotation, 12 to 60 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.

- i. You will be invoiced for the full amount on commissioning of the system by the Rubis engineer. Additional works or sign off by the electrical utility company (GE/JE) may be required after the commissioning date, however, we cannot control when this work will take place, therefore claims for payment will be made as follows:

In full – 75% will be due in line with our Terms of payment, with the remaining 25% being due on completion of the electrical utility company (GE/JE) works.

Finance – The direct debit payments will be triggered by the Rubis commissioning date.

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 may 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.

21. 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.

22. Production

The specialist software used to design the system estimates the production based on the performance of the selected equipment and the exact location it is installed. The software uses solar radiation data, obtained from satellite images, as well as climate reanalysis models. Rubis will exercise all reasonable care whilst using this software but shall not be liable for any variation in theoretical vs actual performance.

23. 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.

24. Responsibility

No responsibility is accepted for any existing deficiencies which may be present in the fabric of the building or roof structure, including roof coverings. No responsibility is accepted by Rubis for the quality of any existing equipment used by Rubis.

25. 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 served from the remainder of this quote which will continue to be valid and enforceable to the fullest extent permitted by law.

26. 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.

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.