

Section

# A

## Instruction to your Bank or Building Society to pay by Direct Debit

Please email to [adminoffice@allanstobart.co.uk](mailto:adminoffice@allanstobart.co.uk) or post to:

<p><b>Allan Stobart Lubricants and Fuels</b>                  Low Currigg                  Raughton Head                  Dalston                  Carlisle                  CA5 7DX</p>
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The payments are to be made to  
**WCF LTD t/a Allan Stobart Lubricants and Fuels**

Originators Reference (WCF's BACS user number)

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<b>Name(s) of Account Holder(s)</b>

<p><b>For Allan Stobart Lubricants and Fuels Official Use Only</b>                  This is not part of the instruction to your Bank or Building Society</p>
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<b>Bank/Building Society Account Number</b>

<p><b>Instructions to your Bank or Building Society</b>                  Please pay Allan Stobart Lubricants and Fuels Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Allan Stobart Lubricants and Fuels and, if so, details will be passed electronically to my Bank/Building Society.</p>
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<b>Branch Sort Code</b>

<b>Name and full postal address of your Bank or Building Society</b>
<b>Postcode</b>

<b>Signature(s)</b>		
<b>Print Name(s)</b>		
<b>On behalf of</b>		
<b>Date</b>		

<b>Your Allan Stobart Lubricants and Fuels Account Number</b>

Banks and Building Societies may not accept Direct Debit instructions from some types of accounts

This Guarantee should be detached and retained by the payer.

### The DIRECT DEBIT Guarantee



- This Guarantee is offered by all Banks and Building Societies that accept instructions to pay by Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Allan Stobart Lubricants and Fuels will notify you within ten working days in advance of your account being debited or as otherwise agreed. If you request Allan Stobart Lubricants and Fuels to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Allan Stobart Lubricants and Fuels or your Bank or Building Society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when Allan Stobart Lubricants and Fuels asks you to.
- You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.

# B About Your Business

# Allan Stobart Fuels

## Business Name and Address

Postcode	

Type of Business      Sole Trader      Limited Company      Partnership

## Invoice Address (if different from Business Address)

Postcode	

## Delivery Address (if different from Business Address)

Postcode	

## Special Instructions (for deliveries/tank location)

W3W://	

Are order numbers needed on invoices?      Yes       No

Is 24hr delivery available?      Yes       No

Delivery Times      Earliest       Latest

Frequency of Order      Every  Days      Usual Order Size  lts

Estimated Monthly purchase (ltrs)

Unleaded  ltrs      **HM Customs requires you to tell us the main use of gasoil/kerosene**

Derv  ltrs      Code:-

HVO  ltrs     

Gasoil  ltrs      →

Kerosene  ltrs      →

Do you resell Gasoil or Kerosene?      Yes       No

If yes you must be registered as an RDCO

RDCO no

The standard codes are:

**1** Non commercial electricity generation & heating

**2** Commercial Heating

**3** Agricultural use inc horticulture, fish farming, forestry

**4** Railway vehicles

**5** Sailing, boating & marine

**6** Community amateur sports clubs, golf courses, fairs

Please include "p" after the code if your fuel is delivered by pump

Credit terms applied for:      7 Days rolling Direct Debit

(Subject to approval)      14 Days rolling Direct Debit

21 Days rolling Direct Debit

30 Days rolling Direct Debit

I/We certify that the information given is true to the best of my/our knowledge. I/We agree to settle in accordance with the agreed terms. I/We agree to the Terms of Use as set down on the reverse of the document as modified from time to time, and authorise Allan Stobart Lubricants and Fuels to use the information given to make such credit checks as they require from time to time.

I confirm I have read and understood the Terms of Use

## Company Registration Details

Co Registration No	
Date Incorporated	
VAT No.	
Parent Company	
Parent Reg No	

Nature of Business

VAT Registered      Yes       No

## Director's or Partner's Full Name & Home Address

First Name	Last Name
DOB	Postcode
Date of Birth (for credit referencing and identity)	

## Director's or Partner's Full Name & Home Address

First Name	Last Name
DOB	Postcode
Date of Birth (for credit referencing and identity)	

If there are more than two partners in the business, please complete additional partner details on a separate page and return with this completed form.

## Day to Day Contacts

Purchasing Contact	
Telephone No	
Fax No	
Email	
Accounts Contact	
Telephone No	
Fax No	
Email	

Monthly Credit Limit Applied for      £

	Director/Partner Owner	Director/Partner Owner	
Signed			Dated
Print Names			On behalf of

This form should only be signed by Directors, Partners, or Owners of the Business (Please delete as applicable)

**Allan Stobart Lubricants and Fuels Ltd Terms of Use**

These are the terms and conditions of sale of WCF Ltd ("we" or "us"). WCF Ltd is registered in England and Wales under company number 2263148 and has its registered office at Crawhall, Brampton, Cumbria CA8 1TN.

These are the terms and conditions on which WCF Ltd ("we" or "us") will supply its products to you. WCF Ltd is registered in England and Wales under company number 2263148 and has its registered office at Crawhall, Brampton, Cumbria CA8 1TN. You can find everything you need to know about us, and our products on our website or from our sales staff before you order. We also confirm the key information to you in writing after your order, either by email, in your online account or on paper.

**1. These Terms**

- 1.1. What these terms cover. These are the terms and conditions on which we supply liquid fuels, lubricants, fuel additives and containers, or any other items sold in connection with the supply of liquid fuels ("Goods").
- 1.2. Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3. Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. For example, business customers can't cancel their orders, they have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated.

You are a consumer if:

- (a) You are an individual.
  - (b) You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4. If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
  - 1.5. When you contact us to submit an order for Goods, this does not mean we have accepted your order for Goods. Our acceptance of the order will take place as described in clause 1.7 below. If we are unable to supply you with the Goods, we will inform you of this and will not process the order.
  - 1.6. Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because a credit reference we have obtained is unsatisfactory, because you are located outside our delivery areas, as stated on our website and in our marketing or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.
  - 1.7. These terms and conditions will be binding on you and us at the earlier of (a) when you pay for delivery of the Goods, and (b) 24 hours before delivery is made, at which point a contract will come into existence between you and us.
  - 1.8. If you are a business customer you have no set-off rights. If you are a business customer all amounts due under this Agreement (from you to us or from us to you) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**2. Delivery of the Goods**

- 2.1. When we will provide the Goods. At the time that we take your order for Goods, we will provide you with an indicative timeframe for delivery. If you ask us to do so at the time you order the Goods, we will contact you to confirm the delivery date before we deliver the Goods to you.
- 2.2. We will use all reasonable endeavours to deliver the Goods within the timeframes indicated to you at the time of your order. Should we be unable to meet these timeframes we will contact you to advise of an alternative delivery window. If this is not acceptable to you, you will be given the opportunity to cancel the order without charge, and if you have already paid for the Goods, we will provide you with a full refund of the amount you have paid, subject to clause 3 below.
- 2.3. Delivery Costs. Where applicable, the costs of delivery will be displayed to you on our website.
- 2.4. Delivery Address. It is your responsibility to ensure this is correct. If a delivery needs to be redirected because the address is incorrect you may have another delivery charge. If goods are delivered to an incorrectly given address and we are notified within 72 hours we will assist in having them retrieved but ultimately the responsibility lies with you.
- 2.5. We are not responsible for delays outside of our control. If our supply of the Goods is delayed by an event outside our control, such as vehicle breakdown, fuel shortages at our wholesale suppliers, road traffic problems, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, severe weather, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, then, where possible, we will contact as soon as possible to let you know and also to keep you informed regarding any delay in the delivery of the Goods. We will also endeavour to provide you with a revised date for delivery. As long as we do this, will not be liable for delays caused by the event, but if the delay is likely to be substantial you can contact our Customer Service Team: <https://www.allanstobart.co.uk/contact> or call 016974 76575 to end the contract and receive a refund for any products you have paid for in advance, but not received, less reasonable costs we have already incurred.
- 2.6. How we will deliver your Goods. We will deliver the Goods to the address and delivery point you provided at the time of submitting your order. We will deliver the Goods in the place or places and manner stipulated by you or anyone at the delivery address who indicates that they are your representative. Where there are specific delivery instructions these should be communicated clearly to us at the time of the order. If neither you nor your representatives are present at the time of delivery and we have received no alternative instructions, we will deliver the Goods in the place or places and manner in which our driver considers correct. If the driver is unable to deliver or considers it unsafe to deliver we will cancel the delivery.
- 2.7. If you are not at home when the Goods are delivered, or you do not allow us access to deliver the Goods, we will:
  - 2.7.1. no one is available at your address and you fail to take delivery of the Goods; or
  - 2.7.2. you fail to give us adequate delivery instructions at the time stated for delivery (otherwise than for any cause beyond your reasonable control); or
  - 2.7.3. you do not allow us access to the delivery address to allow us to deliver the Goods as arranged (and you do not have a good reason for this); then we may:
    - 2.7.4. store the Goods until actual delivery and charge you for the reasonable cost (including without limitation insurance costs) of storage, transport and re-delivery; or
    - 2.7.5. sell the Goods at the best price readily obtainable and, after deducting all reasonable storage, transport and selling expenses, and charge you for any shortfall below the price payable by you for the Goods.
  - 2.8. Where the Goods are delivered through a hose, delivery will take place when the Goods pass from our

tank wagon's hose pipe connection. In all other cases, delivery of the Goods will take place when we give you possession of the Goods.

- 2.9. When you become responsible for the Goods. The Goods will be your responsibility from the completion of delivery.
- 2.10. When you own the Goods. You own the Goods once we have received payment in full.
- 2.11. Our driver will check the quantity of the Goods delivered using our equipment provided for that purpose, and will make a note of the quantity on the delivery note provided to you or your representative at the time of delivery.
- 2.12. If you or your representative wishes to query the quantity of the Goods delivered you must do so verbally to our driver at the time of delivery and make a note on the delivery note provided to you for signature.

**3. Cancelling or amending your order**

- 3.1. If you need to cancel or amend your order, you should contact us directly by phone as soon as possible. You may cancel an order, provided you do so before 12pm on the last working day (excluding weekends or bank holidays in England and Wales) prior to delivery. We reserve the right to charge an administration fee for cancelled orders. If you have already paid for the Goods, we shall refund to you the amount paid subject to deduction of the administration fee. These administration fees vary depending on when you cancel. If you cancel before 12pm on the day before the last working day prior to delivery, we will charge an administrative fee of £10. If you cancel after 12pm on the day before the last working day prior to delivery but before 12pm on the last working day prior to delivery, we will charge an administrative fee of £25. Due to the nature of the Goods, you will have no right to cancel your order under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

**4. Your responsibilities**

- 4.1. You are responsible for complying with all relevant Health & Safety and Environmental legislation. In addition, in order for us to deliver your ordered Goods, you agree to comply with the following responsibilities. In the event that our driver in his sole opinion considers that you do not comply with any of these responsibilities, he may cancel the delivery, and we may in our discretion suspend or cancel your order for the Goods until we are satisfied that you comply with these responsibilities.
- 4.2. If the Goods we deliver are delivered through a hose you are responsible for ensuring that:
  - 4.2.1. your oil storage tank is sound and complies with any applicable laws and regulations and is properly vented;
  - 4.2.2. our driver is not required to take the hose through any buildings to reach the delivery point;
  - 4.2.3. there are not any smoking or naked lights, or any functioning stoves, electric or gas fires or radiators, within the vicinity of the point of delivery;
  - 4.2.4. where you have more than one tank located at the delivery location, you or your representative shall ensure that our driver delivers the Goods to the correct tank. You shall also ensure that each storage tank is clearly marked with the grade of fuel contained in each tank;
  - 4.2.5. there is enough room in your tank for the quantity of Goods that you have ordered. If you do not ensure there is sufficient room, we may deliver less than the quantity you have ordered and we will provide you with a pro-rata refund for the quantity of Goods which we couldn't deliver to you. However, in such circumstances, we reserve the right to recalculate the amount payable for the Goods if we reasonably consider that you knew there would be insufficient room in your tank for the quantity of Goods ordered, so that the price payable by you matches the amount payable for the quantity of Goods actually delivered. You will also be responsible where there is insufficient room in your tank and this results in an accidental spillage of the Goods; and
  - 4.2.6. you observe all the conditions of any applicable Petroleum Storage Licence.
- 4.3. In relation to all Goods we deliver to you, you are responsible for ensuring that:
  - 4.3.1. any special delivery instructions or hazards at the delivery location are notified to us at the time you order the Goods from us;
  - 4.3.2. our driver and our vehicle have reasonable and safe access between the public highway and the actual point of delivery, and otherwise making all such arrangements as are necessary to render delivery safe and convenient in accordance with relevant statutory requirements (including all relevant health and safety and environmental statutes, regulations and codes of practice);
  - 4.3.3. the surface of any drive, access road or similar, and any man-lids, manholes or ducts, which our vehicle must pass over to deliver the Goods are capable of accepting heavy goods vehicles; and
  - 4.3.4. if you have an electric or other form of controlled gate which our driver must pass through to deliver the Goods, you will ensure that they do not close on our delivery vehicle or its equipment.
- 4.4. You undertake not to use the Goods for any purpose which is dangerous or illegal, including using fuel which has not been subject to the appropriate road fuel duty to power vehicles driven on the public highway where such fuel should have been subject to road fuel duty. You agree to indemnify us against any claims, costs, liabilities and expenses arising from such use.
- 4.5. You agree not to re-sell the Goods without our written permission.

**5. Price and payment**

- 5.1. The price of the Goods will be as specified by us at the time you order the Goods. Where we are unable to specify a price at the time of order you will be advised accordingly and contacted prior to delivery with the applicable price. If this price is not acceptable to you, you will be given the opportunity to cancel the order without charge.
- 5.2. What the price includes. The price for the Goods includes:
  - 5.2.1. delivery costs; and
  - 5.2.2. Excise Duty (and you shall be liable to pay any adjustment in Excise Duty between when you order and when we confirm the delivery of the Goods), unless in either case we agree otherwise. However, in accordance with generally accepted industry practice the price will not usually include VAT, which shall be payable in addition at the prevailing rate for the fuel and its use. Once the order has been confirmed you will be given a total price for the Goods including all applicable charges. Where you have requested, and we have agreed in advance to do so, you may place an unpriced order and we will provide you with the invoice for your order after delivery of the fuel, in which case you agree that the price will be calculated at the date of delivery and we will not specify a price at the time of the order.
- 5.3. We will pass on changes in the rate of Excise Duty. If the rate of Excise Duty changes between your order date and the date we supply the Goods, we will adjust the rate of Excise Duty that you pay, unless you have already paid for the Goods in full before the change in the rate of Excise Duty takes effect.
- 5.4. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Goods, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.
- 5.5. We may also charge extra for pallets or containers used on delivery of the Goods, although we will make allowance for replacements in good condition handed in by you at the time of delivery.

5.6. If agreed with you, we will endeavour to provide you with a regular top-up service where we will top-up your tank when our systems indicate that your fuel level has reached a defined point. If we provide fuel under this basis, we will invoice you in arrears based on the quantity supplied. In providing this service you acknowledge that we do not guarantee that you will always have sufficient fuel in your tank, and you should therefore continue to monitor your usage to ensure that you do not run out of fuel.

5.7. You must make payment for the Goods at the time of ordering the Goods, unless we have agreed credit terms with you, in which case payment must be made by direct debit no later than 30 days (or any other timeframe we may agree) after the date of delivery of the Goods.

5.8. We do not accept payment by cash.

5.9. Should you require a further copy of any voucher, invoice, proof of delivery or other document we have already provided to you, we shall be entitled to charge you £10 plus VAT for each additional copy (or such other reasonable amount as we may from time to time specify). We may however limit the number of copies we provide to you.

5.10. If you are a consumer, and you do not make any payment due to us by the due date for payment, we may charge interest on the overdue amount at the rate of 3% a year above the base lending rate of HSBC Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

5.11. If you are not a consumer, and you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5.12. If you fail to pay amounts owing for the delivery of the Goods to you, we may choose to appoint a debt collection agency to pursue payment from you. All charges incurred by us in collecting overdue payments will be added to any outstanding payments owed by you to us.

5.13. What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Good's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Good's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

5.14. What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 6. Termination of the contract

6.1. In the event that:

6.1.1. you become insolvent or become subject to a procedure order or proceedings (whether voluntary administrative or compulsory) under the Insolvency Act 1986 or any other applicable law relating to matters of personal or corporate insolvency ("Applicable Insolvency Law"), or if you do or fail to do anything which entitles any person to invoke any procedure or take any proceedings (whether voluntary or compulsory) under Applicable Insolvency Law, or do or fail to do anything which entitles a lawfully appointed Receiver or Sequestrator or Trustee to take possession of assets;

6.1.2. any court proceedings are initiated against you by the holder of any mortgage, security charge or lien or any execution is levied against you or any of your property or assets, or any action is taken against you in pursuance of court proceedings;

6.1.3. you do not make payment for the Goods within 30 days of the due date for payment;

6.1.4. (where you are not a consumer) you cease or threaten to cease to carry on business; or

6.1.5. we reasonably consider that any of the events mentioned above is about to occur in relation to you and we notify you accordingly,

then without prejudice to any other right or remedy we have available:

6.1.6. your right to possession and use of the Goods not yet paid for shall cease immediately;

6.1.7. we will be entitled to terminate the contract between you and us and/or suspend any further deliveries of Goods to you;

6.1.8. payment for any Goods delivered to you but not yet paid for shall become due immediately; and

6.1.9. where any Goods have been delivered to you but have not been paid for, we or our agents may enter upon any premises where the Goods are stored or where we reasonably consider them to be located, with or without vehicles or equipment and take whatever other steps are reasonably necessary (including without limitation opening and tapping tanks and activating whatever equipment is necessary for the purpose) for the purpose of repossessing the Goods. Where the Goods are indistinguishable from other liquids they are mingled with, we may take possession of an equivalent amount of the fuel as was delivered to you.

## 7. Our Liability if there is something wrong with your Goods

7.1. If you think that there is something wrong with your Goods, you must contact our Customer Service Team <https://www.allanstobart.co.uk/contact> or call 016974 76575

7.2. Your rights and remedies if you are a consumer. We honour our legal duty to provide you with Goods that are as described to you on our website and that meet all the requirements imposed by law. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards office. Nothing in these terms and conditions will affect these legal rights.

7.3. Your rights if you are a business. We warrant that on delivery the Goods shall:

7.3.1. conform in all material respects with their description and any relevant specification;

7.3.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

7.3.3. be fit for any purpose held out by us.

7.4. Your remedies if you are a business. Unless an exception applies (see clause 7.5) if:

7.4.1. you inform us of the alleged defect on the same day as you become aware or could reasonably be expected to become aware of the alleged defect, of if this is not possible you inform us as soon as reasonably possible;

7.4.2. you keep the alleged defective Goods in the same state and condition as was the case when you discovered the alleged defect and we are given a reasonable opportunity of examining the Goods; and

7.4.3. you make no further use of the Goods.

we shall, at our option, replace (free of charge) the defective Goods, or refund or credit you with the price for the defective Goods in full and this will be your only remedy for breach of the warranty. These terms shall apply to any replacement Goods supplied by us

In no event shall we give you a replacement, refund or credit for any part of the Goods you have used unless the Goods were defective.

7.5. Exceptions to business customer's warranty. We will not be liable for a Goods failure to comply with the business customer warranty if:

7.5.1. You make any further use of such Goods after telling us that they are non-compliant;

7.5.2. The defect arises because you have failed to follow any of our oral or written instructions as to the

storage, or use of the Goods or (if there are none) good trade practice;

7.5.3. The defect arises because of fair wear and tear, wilful damage, negligence, or abnormal storage conditions.

7.6. Our liability to businesses. If you are a business, then, except in respect of the losses described in clause 7.8 'Losses we never limit or exclude':

7.6.1. We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for

(a) loss of profits;

(b) loss of business or contracts;

(c) loss of income or revenue;

(d) loss of goodwill or anticipated savings,

(whether such loss in sub-clauses (a) to (d) is direct or indirect, foreseeable or otherwise), or

(e) indirect or consequential loss; and

7.6.2. our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the higher of:

(a) £5,000; and

(b) the total amount paid by you for the Goods

7.7. Our liability to consumers. We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

7.7.1. Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

7.7.2. Caused by a delaying event outside our control. As long as we have taken the steps set out in clause 2.5.

7.7.3. Avoidable. Something you could have avoided by taking reasonable action.

7.7.4. A business loss. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in clause 7.6 Our liability to businesses.

7.8. Where you are a consumer, then subject to the types of liability we cannot limit or exclude under clause

7.9, our total liability under the contract is limited to £100,000.

7.9. Losses we never limit or exclude. Nothing in these terms shall limit or exclude our liability for:

7.9.1. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

7.9.2. fraud or fraudulent misrepresentation;

7.9.3. any breach of the terms implied by section 12 of the Sale of Goods Act 1979;

7.9.4. breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979;

7.9.5. defective products under the Consumer Protection Act 1987; and

7.9.6. any other liability which cannot by law be limited or restricted.

**8. No implied terms about goods.** Except to the extent expressly stated in clause 7.3 Your rights if you are a business, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

8.1. We shall not be responsible to check that your container is suitable for reception of the fuel or complies with statutory requirements (provided that if we are aware of such matter at the time of delivery we may refuse to deliver the fuel), or that your instructions to the driver are accurate. You agree to indemnify us for any costs, claims, demands or actions raised against us by reason of any such matter.

8.2. Except if you are a consumer, you agree to indemnify us for any costs, claims, demands or actions raised against us in relation to environmental damage arising as a result of a breach of these terms and conditions by you or any act or omission on your part.

## 9. Your Personal Data

9.1. How we use any personal data you give us is set out in our Privacy Notice: <https://www.allanstobart.co.uk/privacy-policy>.

9.2. We will use the personal information you provide to us to:

9.2.1. provide the Goods;

9.2.2. process your payment for such Goods; and

9.2.3. inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us and where marketing information is sent by email or SMS, you will be given the option to unsubscribe to any such future correspondence.

9.3. You agree that we may pass your information to credit reference agencies and that they may keep a record of any search that we or they do.

## 10. Resolving Disputes with us

10.1. Our complaints policy. Our Customer Service Team <https://www.allanstobart.co.uk/contact> or call 016974 76575 will do their best to resolve any problems you have with us or Goods as per our Complaints policy.

10.2. You can go to court. These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

## 11. Other important terms

11.1. Hire or loan equipment. We may agree to hire or place on loan with you equipment that we own, including oil tank monitoring equipment, oil storage tanks, etc. If such equipment is damaged or destroyed for any reason other than our negligence, or not made available to us to disconnect or remove at our request, we will charge you for the repair or full replacement cost of such equipment. Prior to the supply of any equipment to you, we will advise you of any special terms and conditions which are applicable to the hire or loan of the equipment.

11.2. We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll tell you in writing if this happens and if you are a consumer we'll ensure that the transfer won't affect your rights under the contract.

11.3. Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

11.4. If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

11.5. Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.