

Allan Stobart Lubricants & Fuels Tank Smart Terms

PLEASE RETAIN FOR YOUR RECORDS

Your attention is drawn in particular to:

Clause 4.5, which specifies the minimum term of the contract and the early termination fee which you will need to pay if you wish to terminate before the end of the minimum term.

Clause 8 which specifies the limits of our respective liability to each other.

1. WHERE TO FIND INFORMATION ABOUT US AND OUR PRODUCTS AND SERVICES

1.1 You can find everything you need to know about us, Allan Stobart Lubricants & Fuels, and our products and services on our website or from our sales staff before you order. We also confirm key information to you in writing after your order, by email.

2. CONDITIONS

2.1 These terms and conditions (the "Allan Stobart Lubricants & Fuels Smart Terms ") together with our 'WCF Ltd Terms of Use' (which can be found at <https://www.allanstobart.co.uk/terms-and-conditions>) (the "Conditions ") form the basis of the Contract that will govern our provision, and your use, of the Tank Smart monitor (the "Device ").

3. SUPPLY OF THE DEVICE

3.1 You may request a Device by either telephone, or by email. In both cases, you must provide true and accurate details regarding you and your tank to enable us to supply the Device.

3.2 You will receive a welcome email shortly after your request has been received which will contain a summary of your order and a copy of the Tank Smart Terms, together forming "Your Contract."

3.3 We will carry out the installation of your Device. You must ensure that you can provide access to your tank on the agreed day to enable such installation to be carried out. If you fail to provide such access, we reserve the right to charge a missed appointment fee of £40 (VAT included) to cover our engineer's costs. The contract will be formed once the Device has been installed and activated ("Contract Start Date").

3.4 All applicable Charges will be as stated to you by telephone at the point of order and/or confirmed in writing to you on or prior to the Contract Start Date. We agree that we will not increase the Charges payable by you for the Minimum Term, as referenced in clause 4.5.

3.5 As new products or systems become available, we may, at our discretion, replace any device or system which we have previously installed with an alternative device or system, such replacement device or system then becoming the Device for the purposes of the Contract.

4. OWNERSHIP OF DEVICE AND MINIMUM TERM

4.1 Where you choose to purchase the Device, subject to payment in full of the Charges relating to the Device, and any Installation Fee where applicable, the Device will become your property.

4.2 Where you choose not to purchase the Device, the Device will be provided to you at a charge of £7 per month plus VAT on loan for the term of the Contract and will always remain the property of

Allan Stobart Lubricants & Fuels, unless agreed otherwise (“Rented Device”). To rent the device, a Direct Debit must be set up for obtain payment.

4.3 You will become responsible for any loss or damage to the Device (including any Rented device) on and from the date on which the Device is delivered to you at the address given to us.

4.4 If the Device is to be installed by us, we will use our reasonable efforts to install the Device on the agreed date when requested but cannot guarantee that we will be able to do so. We will do our best to advise you of any anticipated delay(s).

4.5 The minimum term will be as defined in your Contract (“Minimum Term”). If you wish to terminate the Contract prior to the end of the Minimum Term, an early termination fee to cover the remainder of the contract will be applicable.

4.6 If you fail to return a Rented Device, you will have to pay a non-return charge, detailed within clause 10.2. Payment of the non-return charge does not transfer ownership of Rented device to you, and you are still required to return the Rented equipment to us following reasonable request.

4.7 You must not dispose of the Rented Equipment, and you are responsible for taking all reasonable care of it and using it properly for the duration of the Contract.

5. OUR GUARANTEE IN RESPECT OF THE DEVICE

5.1 We have a legal duty to supply products that are in conformity to this Contract. Nothing in these terms shall affect your legal rights.

5.2 We will repair or replace the Rented Equipment if it becomes faulty during the term of the Contract subject to the exceptions at clause 5.4.

5.3 Subject to the exceptions set out at clause 5.4, we guarantee that the Device will function as promised for a period of 24 months from the Contract Start Date, but in no event exceeding 48 from the date you received the Device.

5.4 The guarantee set out in this clause 5 shall not apply where:

5.4.1 The Device has been damaged or incorrectly installed by you or by someone (other than us) at your property; or

5.4.2 The Device has not been used in accordance with the instructions provided; or

5.4.3 The Device was transferred onto a different tank and location without informing us.

5.5 If you think there is something wrong with your Device or Rented Device, you must contact us by any of the methods set out in your contract.

6. OUR OBLIGATIONS

6.1 During the term of the Contract, we shall supply the Device (or any Rented Device) in accordance with the terms of the Contract.

6.2 As part of the service, we will monitor the Device (or any Rented Device) for the purposes of checking the level of fuel in your tank and notify you when your fuel levels reach 30%

7. YOUR OBLIGATIONS

7.1 During the term of the Contract, you shall:

7.1.1 Use the Device (or any Rented Device) properly, sensibly and in accordance with the terms of the Contract (and any manufacturer's materials or instructions provided to you);

7.1.2 Pay any reasonable costs we incur in supplying and/or installing any accessories, extras, or additions to the Device (or any Rented Device) which you have requested, and we have agreed to provide;

7.1.3 Remove the Device (or any Rented Device) prior to any replacement of your tank. If you have requested that we carry out the re-installation of your device onto the new tank, an installation fee will be charged as provided in 3.3

7.1.4 Notify us promptly if the Device (or any Rented device) is (or appears to be) faulty, damaged, or stolen.

7.2 At all times during the term of the Contract, you must ensure that your tank is fit for purpose. In particular, the tank must not be damaged or warped and must be situated on a flat, level base in line with OFTEC regulations and guidelines. Failure to ensure your tank is so fit for purpose may lead to discrepancies with the Device (or any Rented Device)

8. YOUR LIABILITY TO US AND OUR LIABILITY TO YOU

Our liability to you and your liability to us is governed by and detailed in the **WCF Ltd Terms of Use**, specifically Conditions 9 and 10. A copy of these can be found at

<https://www.allanstobart.co.uk/terms-and-conditions>

9. DATA PROTECTION

9.1 We will use the personal information you provide in respect of your name/address, contact details and tank details for the purpose of arranging the delivery of and where applicable carrying out the installation of the Device (or any Rented Device) when requested.

9.2 For full details about how we will process your data please read our general privacy policy <https://www.allanstobart.co.uk/privacy-policy>

10. CANCELLING THE CONTRACT IF YOU CHANGE YOUR MIND

10.1 If you change your mind and no longer wish to enter the Contract you can cancel your order anytime up to 14 days from receipt of the relevant terms and conditions (your welcome pack)

10.2 If you fail to return a Rented Device following notification of cancellation you will also have to pay a non-return charge of £115 (VAT included).

10.3 To let us know you want to change your mind, contact our Customer Services Team on 016974 76575 or email us as adminoffice@allanstobart.co.uk

11. WE CAN END OUR CONTRACT WITH YOU

11.1 We can end our contract with you and claim any compensation due to us if:

11.1.1 you don't make any payment to us when it's due and you still don't make any payment within 14 days of our reminding you that payment is due;

11.1.2 you don't, within a reasonable time of us asking for it, provide us with information, co-operation or access that we need to install the Device;

11.1.3 you don't, within a reasonable time, either allow us to deliver and install the Device; or

11.1.4 you don't comply with your obligations set out in clause 8 above

12. WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR DEVICE

12.1 We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

12.1.1 **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).

12.1.2 **Caused by a delaying event outside our control.** As long as we have taken the steps set out in clause 11.

12.1.3 **Avoidable.** Something you could have avoided by taking reasonable action.

12.1.4 **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft, or profession.

13. WE'RE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL

13.1 If our supply or installation of the Device is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team: <https://www.allanstobart.co.uk/contact> or 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.

14 WE CHARGE INTEREST ON LATE PAYMENTS

14.1 If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

15. YOU HAVE SEVERAL OPTIONS FOR RESOLVING DISPUTES WITH US

Our complaints policy. Our Customer Service Team: Telephone: 016974 76575 or email adminoffice@allanstobart.co.uk will do their best to resolve any problems you have with us, the Device or the Planned Delivery Service as per our Complaints policy <https://www.allanstobart.co.uk/complaints-procedure>

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. 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. We can claim against you in the courts of the country you live in.