

## **WCF 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.

### **1. When these terms apply**

- 1.1. These terms and conditions apply when 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. 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 1.3 below. If we are unable to supply you with the Goods, we will inform you of this and will not process the order.
- 1.3. 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.

### **2. Delivery**

- 2.1. 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. Occasionally we will be unable to deliver the Goods on the confirmed delivery date, due to an event outside our control, including without limitation 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. We will not be liable for any failure to perform or delay in performing our obligations due to the occurrence of any of these events but where possible, we will contact you to keep you informed regarding any delay in the delivery of the Goods and endeavour to provide you with a revised date for delivery.
- 2.4. 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.

- 2.5. If you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than for any cause beyond your reasonable control), then we may:
  - 2.5.1. 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
  - 2.5.2. 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.
- 2.6. 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.
- 2.7. The Goods will be your responsibility from the completion of delivery. You own the Goods once we have received payment in full.
- 2.8. 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.
- 2.9. 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. 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. 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 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.

- 5.4. 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.
- 5.5. 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.
- 5.6. If you pay by credit card we will charge a credit card surcharge, which shall be calculated and notified to you at the time you make payment. We do not accept payment by cash.
- 5.7. 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.
- 5.8. 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.
- 5.9. 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.
- 5.10. 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.

## **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

- 7.1. **If you are a consumer, you have legal rights in relation to any Goods that are faulty or not as described. We are under a legal duty to supply Goods that are in conformity with the Contract. 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.**
- 7.2. Except where you are a consumer, you are deemed to be familiar with the description of the Goods and the quantities and properties of each of the Goods and the purposes for which they are fit. Provided the Goods conform to the description of the Goods we have provided you, you will have no claim

that any of the Goods is not fit for the purpose for which you require it or it is not of satisfactory quality.

7.3. In the event that the Goods supplied to you are defective or do not match what you had ordered, we will (at our option) replace free of charge, or refund or credit you with the price you paid for the Goods, provided that:

7.3.1. 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, or if this is not possible you inform us as soon as reasonably possible;

7.3.2. you keep the alleged defective Goods in the same state and condition as was the case when you discovered the alleged defect until we have inspected the Goods; and

7.3.3. you make no further use of the Goods.

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.

7.4. If we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms and conditions or our negligence. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

7.5. Except where you are a consumer, and subject to clause 7.7:

7.5.1. our liability under the contract is limited to the higher of:

(a) £5,000; and

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

7.5.2. we will not be liable for the following types of loss or damage:

(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.

7.6. Where you are a consumer, then subject to the types of liability we cannot limit or exclude under clause 7.7, our liability under the contract is limited to £100,000.

- 7.7. We do not exclude or limit our liability in any way for:
- 7.7.1. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
  - 7.7.2. fraud or fraudulent misrepresentation;
  - 7.7.3. any breach of the terms implied by section 12 of the Sale of Goods Act 1979;
  - 7.7.4. breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979;
  - 7.7.5. defective products under the Consumer Protection Act 1987; and
  - 7.7.6. any other liability which cannot by law be limited or restricted.
- 7.8. 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.
- 7.9. 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.

## **8. Other important terms**

- 8.1. 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.
- 8.2. We will use the personal information you provide to us to:
- 8.2.1. provide the Goods;
  - 8.2.2. process your payment for such Goods; and
  - 8.2.3. 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.
- 8.3. 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.

- 8.4. We may transfer our rights and obligations under these terms and conditions to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these terms and conditions.
- 8.5. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 8.6. Each of the clauses of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 8.7. If we fail to insist that you perform any of your obligations under these terms and conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 8.8. These terms and conditions are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.