

## Terms & Conditions

### 1. The Contract

- 1.1. By executing the Contract Document the Customer appoints the Supplier to supply the Services to it in consideration of the Contract Price and subject to the terms of the Contract Document. If the Customer does not execute the Contract Document, it will nevertheless be deemed to have accepted the Contract Document if, after receipt of it, the Customer accepts the provision of any (or any part of) the Services by the Supplier unless statutory cancellation rights apply.
- 1.2. The terms of the Contract Document shall:
  - (a) Apply to and be incorporated into the Contract; and
  - (b) Prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing.
- 1.3. The appointment of the Supplier will commence upon execution by the Customer of the Contract Document (or alternatively upon commencement of the Services) and will last until completion of the Services unless terminated in accordance with these Conditions
- 1.4. The Supplier shall use reasonable endeavours to provide the Services, and will perform the Services with reasonable care and skill.
- 1.5. The Supplier shall use all reasonable endeavours to observe all health and safety rules and regulations in relation to the provision of the Services provided that it shall not be liable if, as a result of such observation, it is in breach of any of its obligations under this Contract.

### 2. Customer's Obligations

- 2.1. The Customer shall co-operate with the Supplier in all matters relating to the Services and provide such access to the Customer's vehicle as may be reasonably required by the Supplier.
- 2.2. The Customer should not at any time interfere in any way with the Supplier's Equipment.
- 2.3. The Supplier will rely on information provided to it by the Customer in providing the Service. The Customer acknowledges that the Supplier will not be liable for any costs, charges or losses sustained or incurred (or any breach of the Contract) as a result of the Supplier's reliance upon incorrect information provided by the Customer.
- 2.4. If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, or by any failure to comply with its obligations in this Contract, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention, delay or failure.
- 2.5. By using the Supplier the Customer acknowledges they are transferring ownership of all fuel extracted from the Customers vehicle, tank, container or vessel to the Supplier.

### 3. Charges and Payment

- 3.1. The Customer will pay the Contract Price in consideration for the provision of the Services. The Contract Price must be paid in cash, or in any other form notified by the Supplier to the Customer, prior to completion of the Services.
- 3.2. A deposit may be required before driver dispatch; the deposit will be treated as partial payment of agreed contract price. The deposit is non-refundable in the event of customer cancellation once driver has been dispatched.
- 3.3. The Contract Price excludes VAT, which (if applicable) will be added by the Supplier to the Contract Price at the applicable rate.

- 3.4. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier in accordance with these terms, on the due date, the Supplier may suspend some or all of the Services until payment has been made in full.
  - 3.5. Time for payment shall be of the essence of the Contract.
4. Limitation of Liability
    - 4.1. The Supplier recommends that after completion of the Services the Customer's vehicle should be serviced & the fuel system filters and associated parts are replaced as per the manufacturer's specifications. For the avoidance of doubt, the Supplier will not be liable for any such cost arising to the Customer for replacement parts or repairs.
    - 4.2. The Supplier recommends that after completion of the Services the Customer should fill the vehicles fuel tank fully with the correct fuel immediately or at the earliest opportunity in order to ensure enough fuel for their immediate journey and to help reduce any effects of misfuelling.
    - 4.3. Upon completion of the Services the Supplier will not be liable for the Customer's vehicle running out of fuel, or any associated costs incurred by the Customer as a result. For the avoidance of doubt this would include any repairs, recovery, or replacement parts.
    - 4.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
    - 4.5. Nothing in these Conditions limits or excludes the liability of the Supplier:
      - (a) for death or personal injury resulting from negligence; or
      - (b) for any damage or liability incurred as a result of fraud or fraudulent misrepresentation by the Supplier.
5. Termination & Force Majeure
    - 5.1. The Supplier may terminate the Contract immediately upon material breach of the Contract by the Customer.
    - 5.2. The Supplier shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing the Services by acts, events, omissions or accidents beyond its reasonable control.
6. Cancellation
    - 6.1. Notice of Right to Cancel will be provided where required (non-urgent or non-emergency Contracts) with a cancellation period as required under current legislation. (e.g. 14 days)
7. Complaints Policy
    - 7.1. Document all complaints received from Customers in a written complaints log and retain this information for a minimum period of 2 years.
    - 7.2. Acknowledge and offer a course of action to the Customer within 28 days for all complaints.
    - 7.3. If agreed by the Customer, carry out such remedial action within 8 weeks from the date of Customer agreement.
    - 7.4. Try our best to settle complaints amicably with the Customer.
    - 7.5. Offer Customers full details of why a complaint will not be upheld if relevant.
8. General
    - 8.1. Personal data (as the same is defined in the Data Protection Act 1996) relating to the Customer acquired by the Supplier may be processed by or on behalf of the Supplier in connection with the Services and may be used by the Supplier for marketing other similar services to the Customer.
    - 8.2. If any provision (or part of a provision) of the Contract Documents are found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

- 8.3. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 8.4. Nothing in the Contract Document is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other.
- 8.5. The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.
- 8.6. As between the parties, all Intellectual Property Rights in relation to the Services will vest in the Supplier.
- 8.7. The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.