

WFL (UK) LIMITED CONSUMER TERMS OF SUPPLY

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

(a) Address: Your address as set out in the Order.

(b) Event Outside Our Control: is defined in clause 10.2;

(c) Products: the product that We are selling to You as set out in the Order;

(d) Maintenance Services: the services to be provided at Your Address as set out in clause 17

(e) Order: Your order for the Products and/or Services (which may be submitted verbally or in writing);

(f) Services: means i) the delivery of Products by Us (or a third party on Our behalf) to You; ii) making the Products available for collection by You; iii) Maintenance Services and/or any other services that We agree to provide to You as set out in an Order or contract;

(g) Automatic Delivery Service: We operate three different automatic delivery services: i) "Top-Up" where We top-up Your Tank in accordance with an agreed delivery cycle; ii) an estimated service where We top-up Your Tank ; and iii) Telemetry device, where Our electronic device measures the level of fuel in Your Tank (the provision of the Telemetry device is subject to separate terms and conditions and charges).

(h) Tank: the storage tank provided by You at the Address.

(i) Terms: the terms and conditions set out in this document; and

(j) We/Our/Us: WFL (UK) Limited (company number 00594001) with registered offices at The Broadgate Tower, Third Floor, 20 Primrose Street, London, EC2A 2RS or any of its trading names, brands or divisions.

(k) You/Your: the person that makes an Order

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply Products, or Services, or both Products and Services, to You.

2.2 Please ensure that You read these Terms carefully before submitting an order to Us. If You are submitting a written Order (by email or otherwise), please check that the Order is complete and accurate, before You submit it. If You think that there is a mistake, please contact Us to discuss.

2.3 When You submit the Order to Us, this does not mean We have accepted Your Order for Products and/or Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply You with the Products and/or Services, We will inform You of this and We will not process the Order.

2.4 These Terms will become binding on You and Us when We inform You that We are able to provide You with the Services or the Products or when We leave Our depot to deliver the Products or commence provision of the Services (whichever is the earlier), at which point a contract will come into existence between You and Us.

2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.

2.6 We may provide You with a quotation for Goods and/or Services verbally or in writing and a quotation is valid only on the same day as it is communicated to You provided that We do not withdraw it (which We are entitled to do at any time).

3. CHANGES TO ORDER OR TERMS

3.1 We may revise these Terms from time to time and the latest version of these Terms will appear on Our website at www.watsonfuels.co.uk/terms. Where We provide you with Products or Services other than Contract Maintenance Services or in accordance with the monthly payment scheme, We shall not be required to give you notice of changes to these Terms, as You have an opportunity to review these Terms before each Order is placed.

3.2 If We have agreed to provide You with Contract Maintenance Services (as defined in clause 17) or if We accept You on the monthly payment scheme (in accordance with clause 18) We may revise these Terms so that the changes take effect at the beginning of the next relevant Contract Term (in the case of Contract Maintenance Services) or next 12 month period in the case of the monthly payment scheme. In addition, We may revise these Terms from time to time during the current Contract Term (in the case of Contract Maintenance Services) and during the current 12 month period in the case of the monthly payment scheme in the following circumstances:

- (a) changes in how We accept payment from You; and
- (b) changes in relevant laws and regulatory requirements.

3.3 If We revise these Terms under clause 3.2, We will give You at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 11.3(c).

3.4 You may make a change to the Order for Products and/or Services at any time before We despatch the Products or the start date for the Services by contacting Us. Where this means a change in the total price of the Products and/or Services, We will notify You of the amended price. You can choose to cancel the Order in accordance with clause 11 in these circumstances.

3.5 If You wish to cancel an Order before it has been fulfilled, please see Your right to do so in clause 11.

4. DELIVERY OF PRODUCTS

4.1 Occasionally Our delivery to You may be affected by an Event Outside Our Control. See clause 10 for Our responsibilities when this happens. Please note that the sale of Products is subject to considerable seasonal fluctuations in demand, particularly in the winter months when demand increases and driving conditions can also be poor. Please take this into account, order in good time and allow extra time for deliveries.

4.2 If You have asked to collect the Products from Our premises, You can collect the Products from Us at any time as may be agreed with Us.

4.3 Delivery of Product shall be completed when it passes the inlet into Your Tank (for Product delivered in bulk) or when Product is off-loaded from the delivery vehicle when We deliver Products to the Address or when Products are collected by You (for packaged Product).

4.4 We will record the quantity of Product delivered to You and Our records will be conclusive proof as to the date of delivery and the volume and type of Product delivered unless You have evidence to the contrary. If You believe that Our record is incorrect then You must notify Us in writing providing full details as soon as reasonably possible.

4.5 If no one is available at Your Address to take delivery, We will deliver Product where it is possible for Us to access Your Tank and You agree that We shall be entitled to access Your Address for this purpose.

4.6 If We are not able to deliver the whole of the Order at one time due to operational reasons, We may deliver the Order in instalments. We will not charge You extra delivery costs for this. Each instalment shall constitute a separate contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle You to cancel any other instalment.

4.7 The Products will be Your responsibility from completion of delivery or from when You collect the Products from Us (as applicable).

4.8 You own the Products once We have received payment in full.

4.9 You must ensure that access is clear and available for Our delivery vehicles to reach the Address and access the Tank safely. Please note that Our delivery vehicles are larger and heavier than cars. You must notify Us of any issues relating to the safety or suitability of the Tank before We commence delivery. Please note that there are health and safety issues inherent in receiving and storing Products which are flammable and can be dangerous if handled incorrectly and accordingly You must act with all due care and caution in relation to the Products and receipt of the Services. It is a condition of sale of Products that You will not permit smoking or naked lights nor electric or gas fires or radiators near to a Tank or inlet pipe into which the delivery of Product is being made or a vent pipe connected to such Tank. Where We supply Product which is not in accordance with an Automatic Delivery Service, You shall ensure that there is sufficient storage capacity in Your Tank for the quantity of Products

ordered. At the time of delivery, You must indicate to Us the correct fill point on Your Tank and please note that We are not responsible for dipping, checking or testing Your Tanks. If You have any issues regarding the safety or suitability of Your Tank, You must tell Us before We commence delivery.

4.10 If We are unable to deliver the ordered volume of Products for any reason (for example, if We are unable to safely access Your Tank) and You have paid in advance, We will refund a sum to You to reflect the actual volume of Product delivered. If We are unable to deliver the ordered volume of Products because of Your act or omission (for example, there being insufficient storage capacity in Your Tank), We reserve the right to charge You a failed delivery charge which shall be a reasonable amount taking into account Our costs of attempting to deliver Product.

5. SELLER'S WARRANTIES

5.1 We warrant that on delivery and for a reasonable period of time (being not less than 6 months from delivery in the case of gasoil and diesel and 12 months from delivery for all other Products), the Products shall: i) be of satisfactory quality; ii) conform with any description or specification We may have provided to You; iii) be fit for the purpose for which they are intended. However, this warranty does not apply where any defect in the Products arises from wilful damage, failure to follow instructions as to use and storage of the Product, accident, negligence by You or any third party or if You alter or modify the Products. Additionally We warrant that the Services shall be provided with reasonable care and skill

5.2 As a consumer, You have legal rights in relation to Products that are faulty or not as described. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights These warranties are in addition to Your legal rights in relation to the Products that are faulty or not as described.

6. PROVIDING SERVICES

6.1 Dates for the supply of the Services are estimates. We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 10 for Our responsibilities when an Event Outside Our Control happens.

6.2 We will not be liable for any delay or non-performance where You have not provided Us with access to the Address. If you do not provide us with access to the Address we may suspend the Services and We reserve the right to charge You a call out fee. If We suspend the Services under this clause 6.2, You do not have to pay for the Services while they are suspended, but this does not affect Your obligation to pay for any invoices We have already sent You.

6.3 If You do not pay Us for the Services when You are supposed to as set out in clause 8, We may suspend the Services with immediate effect until You have paid Us the outstanding amounts (except where You dispute an invoice under clause 8.6). We will contact You to tell You this. This does not affect Our right to charge You interest under clause 8.5.

7. IF THERE IS A PROBLEM WITH THE SERVICES OR PRODUCT

7.1 In the unlikely event that there is any defect with the Services or Products:

(a) please contact Us and tell Us as soon as reasonably possible;

(b) please give Us a reasonable opportunity to investigate the defect; and

(c) We will use every effort to repair or fix the defect as soon as reasonably practicable or to replace the defective Products (as appropriate).

You will not have to pay for Us to repair or fix a defect with the Services or Products under this clause 7.1.

8. PRICE AND PAYMENT

8.1 The price of the Services will be the price notified to You (either verbally or in writing) at the time We confirm Your Order. If no price is notified to You at that time, then the price of the Products will be the price ruling on the date of delivery.

8.2 Our prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that You pay, unless You have already paid for the Products and/or Services in full before the change in the rate of VAT takes effect. We will also usually quote you a VAT exclusive unit price to aid comparison with other suppliers.

8.3 The prices for the Products include delivery costs unless otherwise stated.

8.4 Unless We accept You on Our monthly payment scheme or You are ordering maintenance services, You must make payment in advance by credit or debit card at the time of Order.

8.5 If 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 of 3% a year above the base lending rate of the Bank of England from time to time or statutory interest (whichever is higher). 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.

8.6 However, if You dispute an invoice in good faith and contact Us to let Us know promptly after You have received an invoice that You dispute it, clause 8.5 will not apply for the period of the dispute.

8.7 We may charge You a reasonable card processing fee where You choose to pay by debit or credit card to cover the costs and fees We incur with the debit or credit card companies. Any debit or credit card charge will be made clear before You make payment.

9. OUR LIABILITY TO YOU

9.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. 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.

9.2 If We are delivering the Products and/or providing Services at Your Address, We will make good any damage to Your property caused by Us in the course of such delivery or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to Your Address that We discover in the course of delivery and/or performance by Us.

9.3 We only supply the Products and/or Services for domestic and private use. You agree not to use the Products and/or Services for any commercial, business or re-sale purpose, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.4 We do not exclude or limit in any way Our liability for:

(a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Products Act 1979 and by section 2 of the Supply of Products and Services Act 1982 (title and quiet possession);

(d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Products Act 1979 and sections 3, 4 and 5 of the Supply of Products and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective products under the Consumer Protection Act 1987.

10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

10.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action, 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, flood, earthquake, subsidence, epidemic or other natural disaster, adverse weather causing dangerous driving conditions for Our vehicles, inability to obtain product, equipment or transportation or failure of public or private telecommunications networks.

10.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

(a) We will contact You as soon as reasonably possible to notify You; and

(b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Products to You, We will arrange a new delivery date with You after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to You, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

10.4 You may cancel the contract if an Event Outside Our Control takes place and You no longer wish Us to provide the Products and/or Services. Please see Your cancellation rights under clause 11. We will only cancel the contract if the Event Outside Our Control continues for longer than 2 weeks in accordance with Our cancellation rights in clause 11.

11. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

11.1 Before We begin to provide the Services or the Products are delivered, You have the following rights to cancel an Order for Products and/or Services, including where You choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.2 to Your material disadvantage:

(a) You may cancel any Order for Products and/or Services at any time before Our vehicle leaves Our depot or the start date for the Services by contacting Us.

(b) If You cancel an Order under clause 11.1(a) and You have made any payment in advance for Services that have not been provided to You, or Products that have not been delivered to You, We will refund these amounts to You.

(c) However, if You cancel an Order for Services under clause 11.1(a) and We have already commenced provision of Services, You will pay Us any costs We reasonably incurred in providing Services, and this charge will be deducted from any refund that is due to You or, if no refund is due to You, invoiced to You. We will tell You what these costs are when You contact Us. However, where You have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), You do not have to make any payment to Us.

(d) You may cancel any Order for Products at any time before We commence delivery of the Product into Your Tank but if Your cancellation is received after Our vehicle has already left Our depot, We may have to charge You the cost of delivery.

11.2 Once We have begun to provide the Services to You, You may cancel the contract for the Services at any time by providing Us with at least 30 calendar days' notice in writing. Any advance payment You have made for Services that have not been provided will be refunded to You.

11.3 Once We have begun to provide the Services to You, You may cancel the contract for Services with immediate effect by giving Us written notice if:

(a) We break this contract in any material way and We do not correct or fix the situation within 14 days of You asking Us to in writing;

(b) We go into liquidation or a receiver or an administrator is appointed over Our assets;

(c) We change these Terms under clause 3.2 to Your material disadvantage;

(d) We are affected by an Event Outside Our Control.

12. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

12.1 If We have to cancel an Order for Products and/or Services before the Services start or the Products are delivered:

(a) We may have to cancel an Order before the start date for the Services or before the Products are delivered, due to an Event Outside Our Control or the unavailability of fuel or (in the case of Services) key personnel or key materials without which We cannot provide the Services. We will promptly contact You if this happens.

(b) If We have to cancel an Order under clause 12.1(a) and You have made any payment in advance for Services that have not been provided to You, or Products that have not been delivered to You, We will refund these amounts to You.

(c) Where We have already started work on Your Order for Services by the time We have to cancel under clause 12.1(a), We will not charge You anything and You will not have to make any payment to Us.

12.2 Once We have begun to provide the Services to You, We may cancel the contract for the Services at any time by providing You with at least 30 calendar days' notice in writing. If You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You.

12.3 We may cancel the contract for Services at any time with immediate effect by giving You written notice if:

(a) You do not pay Us when You are supposed to as set out in clause 8 or clause 17 (as applicable). This does not affect Our right to charge You interest under clause 8.5; or

(b) You break the contract in any other material way and You do not correct or fix the situation within 14 days of Us asking You to in writing.

13. INFORMATION ABOUT US AND HOW TO CONTACT US

13.1 We are a company registered in England and Wales. Our company registration number is 00594001. Our registered office is at The Broadgate Tower, Third Floor, 20 Primrose Street, London, EC2A 2RS. Our registered VAT number is 195 0460 59.

13.2 If You have any questions or if You have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01666 510345 or by e-mailing Us at enquiries@watsonfuels.co.uk.

13.3 If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing (for example, to cancel the contract), You can send this to Us by e-mail, by hand, or by pre-paid post to WFL (UK) Limited at Lindum House, Causeway End, Brinkworth, Chippenham, Wiltshire SN15 5DN or enquiries@watsonfuels.co.uk. We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us in the Order.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 We will use the personal information You provide to Us to:

- (a) provide the Products and/or Services;
- (b) process Your payment for such Products and/or Services; and
- (c) inform You about similar products or services that We provide, but You may stop receiving communications about these Products and/or Services at any time by contacting Us.

14.2 You agree that We may do the following in order to check your credit status, check your identity, prevent fraud, prevent money laundering and for account management purposes:

- (a) share Your personal information with credit reference agencies and credit insurance providers in order to check your credit status and identity (and they may keep a record of any search that we or they do).
- (b) check on Your personal information including publicly available information such as the electoral role and public asset registers.

14.3 We will not give Your personal data to any other third party except as described above.

14.4 In using Your personal information as permitted by this clause 14, we may transfer it outside the European Economic Area provided it is always covered by adequate data protection standards.

15. OTHER IMPORTANT TERMS

15.1 We may transfer Our rights and obligations under these Terms 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.

15.2 You may only transfer Your rights or Your obligations under these Terms to another person if We agree in writing.

15.3 This contract is between You and Us. No other person shall have any rights to enforce any of its terms.

15.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 If We fail to insist that You perform any of Your obligations under these Terms, 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.

15.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.

16. AUTOMATIC DELIVERY SERVICE

16.1 If We have agreed to provide You with Our Automatic Delivery Service and We estimate that You require Product, We shall schedule a delivery of Product to You.

16.2 Please note that, using Your selected method of Automatic Delivery Service, whilst We use Our best efforts to ensure that You do not run out of Product, We cannot guarantee that this will not happen (particularly during times of high usage or during adverse weather events) and You should regularly check the fuel level in Your Tank and contact Us if You believe that You are likely to run out of Product.

16.3 If You run out of Product or think that You are likely to run out of Product, please contact Us as soon as possible.

17. MAINTENANCE SERVICES

17.1 When the following words with capital letters are used in this clause 17, this is what they will mean:

Application: Your service plan application form.

Boiler: the boiler at your Address, including any controls or thermostats, as described in the Application.

Contract Maintenance Services: the Gold, Silver or Bronze services as selected by You, and as described, in the Application and any Emergency Repairs requested by you.

Contract Term: the 12 month period starting with date on which We confirm that your Maintenance Services will commence and any subsequent renewal term in accordance with clause 17.3

Emergency Repair: a repair to your Boiler which We carry out following an emergency call- out

Maintenance Charges: the charges for Non-Contract Maintenance Services including Emergency Repairs.

Maintenance Contract Charges: the charges for Contract Maintenance Services excluding Emergency Repairs.

Maintenance Contract: Our obligation to provide Contract Maintenance Services to You and Your obligation to pay the Maintenance Contract Charges as set out in this clause 17.

Maintenance Services: the Contract Maintenance Services, the Non-Contract Maintenance Services and Emergency Repairs.

Non-Contract Maintenance Services: repairs or servicing of your Boiler which We carry out at Your request where you do not have a Maintenance Contract including Emergency Repairs.

17.2 We will provide the Contract Maintenance Services during the Contract Term which shall include Emergency Repairs conducted on request and in accordance with clause 17.7. If You do not have a Maintenance Contract, You may request that We provide Non-Contract Maintenance Services to You.

17.3 At the end of each Contract Term, the Maintenance Contract shall automatically renew for a further 12 month period unless either You or We give one months notice to cancel the Maintenance Contract such notice to expire at the end of the relevant Contract Term.

17.4 Subject to our acceptance of your Application (which We may accept or reject in our sole discretion) We will provide Contract Maintenance Services if:

(a) Your Boiler is a standard domestic boiler, with Rated Output of less than 150,000 BTUs, is under 12 years old and has been correctly installed and maintained, complies with applicable laws and regulations and has not been modified (except in accordance with the manufacturer's instructions;

(b) on the first visit of Our engineer, the Boiler is found to be such that it can be maintained satisfactorily in accordance with the Maintenance Contract and manufacturer's recommendations;

(c) Your use of the Boiler complies with applicable laws and regulations;

(d) that no part of the Boiler is tampered with or interfered with by any person since Our engineer's previous visit;

(e) it is safe for Our personnel to access Your Address and the Boiler and You allow them access and permit them to do so;

(f) We are able to obtain spare parts for your Boiler on reasonable commercial terms.

17.5 Maintenance Service visits will be made by appointment and undertaken during Our normal working hours between Monday and Friday, excluding bank holidays. We will use Our reasonable efforts to perform the Maintenance Services on the appointment date.

17.6 We may cancel the Maintenance Contract at any time with immediate effect in accordance with clause 12.3.

17.7 If Your Boiler breaks down then You may request that We conduct an Emergency Repair. Where you have a Maintenance Contract, We will agree a time and date on which Our engineer will attempt the Emergency Repair and We will endeavour for this to be within 48 hours or as soon as reasonably practicable within Our normal working hours as stated above (which shall extend to Saturday mornings from 1st October to 30th April for Emergency Repairs). Where you do not have a Maintenance Contract, the appointment time will be subject to availability. We shall use Our reasonable efforts to repair the defect at that time but if We are unable to do so, or if parts are required, We will arrange for appropriate additional visits, as appropriate. Emergency Repairs (parts and labour) are provided free of charge for customers on Gold Maintenance Contracts, customers on Silver Maintenance Contracts will be charged for the cost of parts but not labour and customers on Bronze Maintenance Contracts or with no Maintenance Contract will be charged parts and labour. All Emergency Repair charges will be in accordance with Our then current price list and We may charge an emergency delivery charge for parts.

17.8 For Maintenance Contract customers, You agree to pay the Maintenance Contract Charges either in advance or monthly by direct debit, as set out in the Application. New Maintenance Service customers will be charged for any repairs required on Our first visit, irrespective of which Maintenance Contract they have selected. Charges for Emergency Repairs and Non-Contract Maintenance Services will be paid within 10 days of the date of Our invoice.

17.9 Whilst Our engineers will endeavour to take care not to damage your property during the performance of the Maintenance Services, you acknowledge the risk that damage could be caused and as such you agree that We will not be liable for any damage caused unless it is due to Our negligence.

18. MONTHLY PAYMENT SCHEME

18.1 The monthly payment scheme enables You to pay a Monthly Payment for the supply of Product for a 12 month period.

18.2 Based on information You provide to Us and any previous usage information We have for You, We will estimate Your likely annual usage of Product. We will multiply this figure by an estimated unit price and this estimated annual charge is then divided by 12 which produces the 'Monthly Payment' by direct debit.

18.3 We will deduct the Monthly Payment each month by direct debit. Whenever We deliver Product We will provide an invoice showing you the price charged. Every three months We will send You a quarterly statement, giving You details of invoices for Product delivered and Monthly Payments made. At the end of the 12 month period, We will send You a year end statement, giving You details of invoices for Product delivered and the Monthly Payments made. If there is a balance to pay, You will make such payment within 30 days unless You choose another payment option offered to You. If Your account is in credit, the balance will remain in Your account to be used against future purchases of Product. You may request a full or partial refund of any credit balance on Your account at any time following receipt of which We will arrange for a refund payment to be made to the bank account from which Your direct debits are paid. Following such request, We may review Your account to ensure that Your ongoing Monthly Payment is appropriate to Your anticipated usage and will notify You if any changes are necessary.

18.4 If Your usage of Product or the estimated unit price of the Product is greater than anticipated, We may revise the amount of Your Monthly Payment or request additional payments to reconcile Your account at any time.

18.5 If a Monthly Payment is missed, if the direct debit is cancelled or if You do not make any additional payments requested by Us in accordance with clause 18.4, We shall be entitled to terminate the monthly payment scheme arrangement at which point the balance of Your account shall become immediately payable by You.

18.6 If Your account is in credit and if We calculate that the credit balance is more than is needed to support Your expected usage for the remainder of the 12 month period We may (in our sole discretion) refund an appropriate amount directly to the bank account from which Your direct debits are paid. We will inform You in writing once any such refund payment is made and it will appear on Your quarterly and annual statements.

18.7 We currently pay interest on credit balances. We reserve the right to vary the applicable interest rate on giving You not less than 30 days written notice.