



## WATSON FUELS' CONTRACT WITH YOU

**IMPORTANT: These terms and conditions and Our Privacy Notice apply each time You purchase Products or Services from Us.**

### 1. DEFINITIONS

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

**Address:** Your address as set out in the Order.

**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 in line with Our usage estimates; and iii) the Tankscout telemetry device, where Our electronic device measures the level of Product in Your Tank (the provision of the Tankscout device and service is subject to separate Service Terms and charges).

**General Terms:** the terms and conditions set out in this document.

**Product:** the product that We are selling to You as set out in the Order.

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

**Service Terms:** the additional terms and conditions that apply to some of Our Services, please see Our Website at [www.watsonfuels.co.uk/terms](http://www.watsonfuels.co.uk/terms) for details.

**Services:** means:

- (i) the delivery of Products by Us (or Our contractor); or
- (ii) making the Products available for collection by You; or
- (iii) the service to be provided to You as set out in the Order. Separate Service Terms may apply to the Services, please see Our Website at [www.watsonfuels.co.uk/terms](http://www.watsonfuels.co.uk/terms) for details.

**Tank:** the storage tank provided by You at the Address.

**We/Our/Us:** WFL (UK) Limited (company number 00594001).

**You/Your:** the person that places an Order.

- 1.2. When We use the words "writing" or "written" in these General 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. Additional Service Terms may apply to some of the Services please see Our Website at [www.watsonfuels.co.uk/terms](http://www.watsonfuels.co.uk/terms) for details.
- 2.2. Please ensure that You read these General Terms carefully before submitting an Order to Us. Please check that the Order is complete and accurate, before You submit it. If You think that there is a mistake, please contact Us as soon as possible.

- 2.3. We may provide You with a quotation verbally or in writing and a quotation is valid only on the same day as it is communicated to You. We may withdraw or change a quotation at any time.
- 2.4. When You place an Order then that is an offer from You and We may choose whether to accept it. 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.
- 2.5. If We accept an Order (verbally or in writing) or despatch the Product or start the Services then a contract has come in to place and the General Terms are binding on You and Us.
- 2.6. If any of these General Terms conflict with any term of the Order, the Order will take priority.
- 2.7. You may ask to change an Order at any time before We despatch the Products or start the Services. Without guarantee, We will try to accommodate Your requested change.
- 2.8. You may cancel an Order as set out in clause 12.

### **3. CHANGES TO TERMS**

- 3.1. We may revise these General Terms or the Service Terms from time to time and the latest versions will appear on Our Website at [www.watsonfuels.co.uk/terms](http://www.watsonfuels.co.uk/terms). Unless otherwise set out in the relevant Service Terms, We shall not be required to give You notice of changes to these General Terms, as You have an opportunity to review these General Terms before each Order is placed.

### **4. DELIVERY OF PRODUCTS**

- 4.1. **Occasionally a delivery to You may be affected by an event outside of Our reasonable control (please see clause 11). 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 in to account, order in good time and allow extra time for deliveries.**
- 4.2. If We have agreed that You can collect the Products from Our premises then You can collect the Products at the time that has been 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. If You believe that Our record is incorrect then You must give Us written 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 reasonably practicable to do so. 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 in a single delivery then 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 General Terms. If We are late delivering an instalment or if 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:
  - (a) ensure that We have clear and safe access to the Tank (please note that Our delivery vehicles are larger and heavier than cars);

- (b) tell Us of any issues relating to the safety or suitability of the Tank or access or approaches to it before You place an Order;
  - (c) act sensibly and carefully with the Products (please note that the Products are flammable and can be dangerous if handled incorrectly);
  - (d) not climb onto any vehicle We use to deliver the Fuels;
  - (e) not attempt to assist Our driver with the physical delivery of Product unless explicitly requested to do so (for example, on marine deliveries or deliveries to restricted areas) or interfere with Our vehicle or equipment
  - (f) or interfere with Our vehicle or equipment;
  - (g) indicate to us the correct fill point for Your Tank(s) (please note that We are not responsible for dipping, checking or testing Your Tank(s)); and
  - (h) ensure that there is enough storage capacity (ullage) in Your Tank for a safe delivery to be made.
- 4.10. We have the right not to deliver or to make a partial delivery if a clear and/or safe delivery cannot be made.
- 4.11. If You have paid in advance and We are unable to deliver the full amount of Product We will refund a sum to You to reflect the actual volume of Product delivered. If We are unable to deliver the full amount of Product due to Your actions or failure then We may charge You a failed delivery charge to cover Our costs of attempting to deliver Product.

## **5. OUR PROMISE**

- 5.1. We promise that at the time of delivery the Products shall:
- (a) be of satisfactory quality;
  - (b) match the description or specification We may have provided to You;
  - (c) be fit for purpose.
- 5.2. We promise that the Services shall be provided with reasonable care and skill.
- 5.3. The promises above do not apply where any problems occur due to an event outside of Our reasonable control, Your (or anyone else's) negligence or failure to follow instructions or if You use, alter or modify the Product.
- 5.4. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office. Nothing in these General Terms will affect these legal rights and the promises in this clause 5 are in addition to Your legal rights.

## **6. PROVIDING SERVICES**

- 6.1. Dates for the supply of the Services are estimates. We will always try to complete the Services on time. However, this is without guarantee and there may be delays due to an event outside of Our reasonable control.

## **7. AUTOMATIC DELIVERY SERVICE**

- 7.1. 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.
- 7.2. Please note that, using Your selected method of Automatic Delivery Service, whilst We try 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) 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.

## **8. IF THERE IS A PROBLEM WITH THE SERVICES OR PRODUCT**

- 8.1. In the unlikely event that there is a problem with the Services or Product:
- (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 try to repair or fix the problem as soon as reasonably practicable.

## **9. PRICE AND PAYMENT**

- 9.1. The price of the Products or Services will be the price notified to You (either verbally or in writing) when We confirm Your Order. If no price is notified to You at that time, then the price will be set out in Our invoice.
- 9.2. Our prices include VAT, taxes and delivery costs. However, if the rate of VAT or tax changes or if a new tax is introduced between the date of the Order and the date of delivery or performance then We will adjust the rate of VAT or tax that You pay (unless You have already paid in full before the date of delivery or performance).
- 9.3. Unless otherwise set out in the Service Terms, You must make payment in advance by credit or debit card at the time of Order.
- 9.4. 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 4% 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 be calculated on a daily basis from the due date until the date of actual payment. You must pay Us interest together with any overdue amount.
- 9.5. 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, We will not charge interest in accordance with clause 9.4.
- 9.6. If We take debt recovery action or other legal action in order to recover debt from You then We shall charge the cost(s) of that action to You and add them to the debt that You owe.

## **10. OUR LIABILITY TO YOU**

- 10.1. If We do not comply with these General Terms, We will pay You the loss or damage that You suffer only if it could have been reasonably expected at the time that the Order was confirmed by Us. We will not pay for loss or damage that could not have been reasonably expected. Except as set out in clause 10.4, Our total liability to you shall not be more than the total price of Your Order.
- 10.2. If We damage Your property then We will either make good that damage or pay the reasonable costs of repairing the damage. We are not responsible for the cost of repairing any pre-existing faults or damage to Your property. Except as set out in clause 10.4, Our total liability to you shall not be more than the total price of Your Order.
- 10.3. 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. We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.4. We do not exclude or limit Our liability for:
- (a) death or personal injury caused by Our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
  - (d) defective products or materials under the Consumer Protection Act 1987; or
  - (e) anything else for which the law does not allow Us to exclude or attempt to exclude Our liability.

## **11. EVENTS OUTSIDE OF OUR REASONABLE CONTROL**

- 11.1. We will not be liable or responsible for any failure or delay under these General Terms that is caused by an event outside of Our reasonable control.
- 11.2. If We cannot perform Our obligations under these General Terms due to an event outside of Our reasonable control:
- (a) We will contact You as soon as reasonably possible; and
  - (b) Our obligations under these General Terms will be suspended for as long as the event continues. We will arrange a new Product delivery date or Service performance date with You after the event is over; and
  - (c) You may cancel the contract in accordance with clause 12 if the event outside of Our reasonable control continues for longer than 2 Weeks.

## **12. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 12.1. You may cancel an Order:
- (a) before We begin providing the Services or begin despatching a delivery of Product; or
  - (b) if We cannot perform Our obligations under these General Terms due to an event outside of Our reasonable control that continues for longer than 2 Weeks; or
  - (c) if We materially change these General Terms; or
  - (d) if the Service Terms allow You to do so.
- 12.2. Subject to the relevant Service Terms, 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 days' notice in writing.
- 12.3. Subject to the relevant Service Terms, if You cancel an Order under this clause 12 and You have made any payment in advance for Products or Services that have not been provided to You then We will refund You (less any costs that We have already incurred in providing Services or Product).

## **13. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 13.1. 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 of Our reasonable control or the unavailability of fuel or key personnel or key materials. We will contact You as soon as We reasonably can if this happens. In this situation We will refund You for Products or Services that You have paid for but We have not delivered.
- 13.2. 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 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.
- 13.3. We may cancel or suspend an Order or contract 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 9 or the relevant Service Terms; or
  - (b) You do not provide Us with clear and safe access to the Address and/or the Tank; or
  - (c) 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 do so in writing.

This does not affect Our right to charge You interest under clause 9.4. If We suspend an Order or contract then You do not have to pay for the suspended provision of Product or Services but You must pay any invoices that We have already sent to You.

#### **14. INFORMATION ABOUT US AND HOW TO CONTACT US**

14.1. 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.

14.2. If You have any questions or complaints or You would like to get in touch with Us, please If You have any questions or You would like to get in touch with Us, please contact Our customer service team:

telephone: 01666 510345

e-mail: [enquiries@watsonfuels.co.uk](mailto:enquiries@watsonfuels.co.uk)

14.3. If You would like to raise a complaint, please refer to Our complaints procedure at: <https://watsonfuels.co.uk/complaints-handling/>

#### **HOW WE MAY USE YOUR PERSONAL INFORMATION**

14.4. 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.

More information on how We collect and use personal information and Your rights is available in Our Privacy Notice at: <https://watsonfuels.co.uk/policies/#privacy--policy> . We will not give personal data to any other third party except as described in this clause 14 or as set out in Our Privacy Notice.

14.5. 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) check on Your financial and/or personal information; and
- (b) provide Your financial and/or personal information to credit reference agencies (CRAs) who will provide Us with information about You (including, but not limited to, financial history). This is done to assess creditworthiness and product and service suitability, check identity, manage Your account, trace and recover debts and prevent criminal activity. We will also continue to exchange information about You with CRAs on an ongoing basis, including information regarding settled accounts and any debts not fully repaid on time. CRAs will share this information with other organisations. The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail at <http://www.experian.co.uk/crain/index.html>; and
- (c) transfer personal information 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 General 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 General Terms.

15.2. You may only transfer Your rights or Your obligations under these General 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 General 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 General 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 General 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.