

BoilerJuice Terms & Conditions

BOILERJUICE LIMITED

TERMS AND CONDITIONS: ORDERING FUEL VIA BOILERJUICE

1. THESE TERMS COVER

1.1 What these terms cover. These are the terms and conditions (the “**BoilerJuice Terms**”) on which we supply price comparison and ordering services for heating oil, red diesel, white diesel and/or HVO (“**Fuel**”) and apply to your use of the Website and Apps for such services where applicable, as well as governing our dealings with you. **WE DO NOT SUPPLY FUEL OURSELVES; THE FUEL IS SUPPLIED BY THE FUEL SUPPLIER SELECTED BY YOU OR, WHERE APPLICABLE, YOUR NOMINATED FUEL SUPPLIER. BY PURCHASING FUEL, YOU ENTER INTO A CONTRACT WITH THE RELEVANT FUEL SUPPLIER WHICH IS GOVERNED BY THE FUEL SUPPLIER’S TERMS AND CONDITIONS AVAILABLE HERE:** [Fuel Supplier’s Terms](#)

1.2 When These Terms Apply. These terms apply to your BoilerJuice account and orders for Fuel made through the Website, our Apps or placed over the telephone (as applicable).

2. Why you should read them. These terms tell you who we are, what we do, who supplies the Fuel and other important information. Please read these terms carefully and, if you are a Spot Customer, before you submit or place an order for Fuel. They may have been amended since your last visit. YOUR ATTENTION IS DRAWN IN PARTICULAR TO SECTION 10 “OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU”. If you do not agree to these BoilerJuice Terms, please do not continue to use the Website or Apps or order Fuel or compare prices. If you think that there is a mistake in these terms, please contact us to discuss.

2.1 When these terms come into force. These terms come into force for orders sent to a Fuel Supplier from **1st February 2025**.

2.2 Definition of certain words used in these terms: In these terms' references to:

2.2.1 “Apps” means the BoilerJuice iOS and Android mobile applications and any BoilerJuice applications on any other mobile operating system from time to time;

2.2.2 “Fuel Suppliers” means the providers of the Fuel on whose behalf we provide the ordering services and “**Fuel Supplier**” means one of them;

2.2.2 “Fuel Supplier’s Terms” means the terms applicable to the supply of Fuel to you by a Fuel Supplier and/or, if you are a Plan Customer, the operation of your Tank Account by your Nominated Fuel Supplier;

2.2.3 **“HyperWallet”** means a PayPal payment service for making payments to Nominated Fuel Suppliers. Hyperwallet is a member of the PayPal group of companies and provides services globally through its affiliates. In the UK, HyperWallet services are provided through PayPal UK Ltd, authorised and regulated by the Financial Conduct Authority;

2.2.6 **“Nominated Fuel Supplier”** means the Fuel Supplier nominated by us from time to time as a Plan Customer’s nominated Fuel Supplier;

2.2.7 **“Plan Customer”** means a Member who pays for Fuel through the use of a Tank Account and is allocated a Nominated Fuel Supplier;

2.2.8 **“Spot Customer”** means a Member who pays for Fuel on an individual order basis and is therefore not a Plan Customer;

2.2.9 **“Tank Account”** means, where applicable, your account with your Nominated Fuel Supplier held by HyperWallet into which you make payments and monthly deposits;

2.2.10 **“we” or “us” or “our”** means BoilerJuice;

2.2.11 **“Website”** means www.boilerjuice.com, which is used to compare Fuel prices.

3. INFORMATION ABOUT US AND HOW TO CONTACT US

3.1 **Who we are.** We are BoilerJuice Limited, a company registered in England and Wales under company number 5345637, with its registered address at LDH House, St. Ives Business Park, Parsons Green, St. Ives, Cambs PE27 4AA. Our registered VAT number is 15 1571 46.

3.2 **What we do.** We own and operate the Website and Apps which we make available to you (where applicable) to use to find and make orders for Fuel sold by the Fuel Suppliers. **We act as the agent of each Fuel Supplier in administering the ordering process for Fuel on their behalf.** When you place your order, whether over the telephone or through the Website or Apps, we will transmit the details of your order to the relevant Fuel Supplier and, on behalf of the relevant Fuel Supplier, send you a confirmation email for the order placed. It is your responsibility to check you receive an order confirmation email for each order you submit. If you have not received an order confirmation email within 24 hours of submitting your order, please contact us as soon as possible.

3.3 **You may be charged for using the ordering services.** In respect of the ordering services, we may charge you a service fee. Where applicable, the amount will be provided to you during the ordering process, which will be over the telephone in respect of orders made by such means.

3.4 **How to contact us.** For the contact details of our customer service team, please visit [Contact Us](#). Alternatively, you may telephone us on 01480 775454 Monday –

Friday (excluding Bank Holidays) between 9am and 5pm.

4. YOUR ACCOUNT

4.1 Account creation. You need to create an account with us to use our price comparison services or to place an order for Fuel through BoilerJuice (whether through the Website, Apps or by telephone).

4.2 You must ensure that we have accurate information about you. You must provide accurate and complete registration information when you create your account and keep that information up to date at all times to ensure that the information we provide to your Fuel Supplier, for example, delivery address, is correct.

4.3 Your username and password. You will need a username and password in order to access your account. It is your responsibility to keep this information secret and confidential and not to disclose it to any other person. If you think that somebody else might know your password, then you must log in to your account and change the password as soon as possible.

4.4 Cancellation. You can close your account at any time through the Website or Apps or by contacting us. Please note that closing your account will not cancel or otherwise affect any pending orders with a Fuel Supplier and/or any additional charges payable by you in respect of any such orders.

4.5 We may disable your account. We may temporarily or permanently disable your account at any time if: (i) you fail to comply with any of these Customer Terms ;or (ii) we consider that the security of your account is at risk; or (iii) we consider you another account with us.

5. SPOT CUSTOMERS

5.1 Paying for the Fuel. If you are a Spot Customer, you will make payments to the relevant Fuel Supplier at the time of order by payment card or other methods listed on the Website or Apps or, if you place orders over the telephone, that we notify you of.

5.2 Additional Fees. In certain circumstances, the Fuel Supplier may charge you additional fees. For details of the current additional fees a Fuel Supplier may charge you (and when such fees apply) please see [Fuel Supplier's Terms](#). These additional fees may change from time to time so please check at the time of order.

5.3 Refund payments. If, in accordance with the Fuel Supplier's Terms, a refund is due to you in respect of an order, the Fuel Supplier will make such refund to you via

your original payment method (unless your payment card has expired or has been cancelled, in which case the Fuel Supplier will contact you via us to arrange a refund). Please refer to the Fuel Supplier's Terms for more detail.

5.4 Service fee. We may charge you a service fee to cover the cost of our ordering service. This will be displayed clearly to you prior to you making payment. BoilerJuice service fees are non-refundable.

6. PLAN CUSTOMERS

6.1 Using your Tank Account. If you are a Plan Customer, you will make monthly deposits into your Tank Account or one-off payments into your Tank Account by payment card, direct debit or other methods listed on the Website or Apps or, if you place orders over the telephone, that we notify you of. Amounts paid into your Tank Account are held by the Nominated Fuel Supplier on account of future orders of Fuel placed with the Nominated Fuel Supplier and will be used to pay for those orders. If there is not enough credit in your Tank Account to pay for an order in full, the balance payable on that order must be paid by you at the time of ordering by using your payment cards or other methods listed on the Website or Apps, or if you place orders over the telephone, that we notify you of.

6.2 Management of your Tank Account. In accordance with the Fuel Supplier's Terms, your Nominated Fuel Supplier operates your Tank Account in accordance with the following requirements:

6.2.1 payments made into your Tank Account will only be used to (i) pay our service fees; (ii) pay for Fuel that you have ordered from your Nominated Fuel Supplier and amounts otherwise due to your Nominated Fuel Supplier pursuant to the Fuel Supplier's Terms; and (iii) pay for Fuel that you have ordered from another Fuel Supplier pursuant to your contract with that Fuel Supplier and amounts otherwise due to such Fuel Supplier pursuant to the Fuel Supplier's Terms;

6.2.2 if Fuel is supplied by a Fuel Supplier other than your Nominated Fuel Supplier in accordance with 7.3.3, your Nominated Fuel Supplier will refund you the cost of the relevant order, such refund being affected by the relevant amount being paid to the Fuel Supplier who fulfils the relevant order;

6.2.3 if you request to withdraw all or some of the funds held in your Tank Account or if you close your BoilerJuice account, your Nominated Fuel Supplier will pay such sums to you after deduction of any amounts payable to (i) us in respect of our service fees; or (ii) any Fuel Supplier in respect of Fuel ordered.

6.3 Change of Nominated Fuel Supplier. We reserve the right to change your Nominated Supplier at any time (for example if the contract between us and your Nominated Supplier terminates) and will notify you of your new Nominated Supplier.

7. CONTRACT FOR THE SUPPLY OF FUEL

7.1 YOUR CONTRACT WITH THE FUEL SUPPLIER: THE CONTRACT FOR THE SALE OF THE FUEL IS BETWEEN YOU AND THE FUEL SUPPLIER. We are not a party to the contract for the sale of Fuel.

7.2 What terms apply to the contract between you and the Fuel Supplier. The Fuel Supplier will provide the Fuel to you in accordance with the Fuel Supplier's Terms. The Fuel Supplier's Terms will tell you important information such as how the Fuel Supplier will provide the Fuel to you, how you and the Fuel Supplier may change or end the contract for the supply of the Fuel, and what to do if there is a problem.

7.3 When will a contract be formed between you and the Fuel Supplier.

7.3.1 If you are a Spot Customer, a contract for the supply of Fuel on the Fuel Supplier's Terms will be formed at the point your order is confirmed, whether such order is placed through the Website, Apps or over the telephone. Please review the Fuel Supplier's Terms before you place an order.

7.3.2 If you are a Plan Customer, by accepting these terms you will also be entering into a contract with your Nominated Fuel Supplier on the Fuel Supplier's Terms in relation to the operation by your Nominated Fuel Supplier of your Tank Account and, where applicable, the supply of Fuel to you by your Nominated Fuel Supplier. Please review the Fuel Supplier's Terms before confirming your acceptance of these terms.

7.3.3 If you are a Plan Customer, if your Nominated Fuel Supplier is not the cheapest Fuel Supplier at the time you place an order, the order may be fulfilled by another Fuel Supplier, in which case a contract on the Fuel Supplier's Terms for the supply of Fuel will be formed between you and such Fuel Supplier at the point you place the order.

8. FUEL INFORMATION

8.1 The information about the Fuel is provided by the Fuel Suppliers. Whilst we require the Fuel Suppliers to provide us with up to date information, we do not verify Fuel Supplier information. **We do not make any representations about and accept no liability in respect of the accuracy, completeness or quality of any information provided by Fuel Suppliers.** Further, we do not conduct any quality or other checks on the Fuel, and **we make no representations about and accept no liability in respect of, the suitability or the quality of any Fuel.**

9. OUR RIGHTS TO INSTRUCT THE FUEL SUPPLIER TO CANCEL YOUR ORDER

9.1 We may instruct the Fuel Supplier to cancel your order if you break the contract with us or with the Fuel Supplier. We may instruct the Fuel Supplier to

cancel an order if you break these BoilerJuice Terms for our ordering and price comparison services (if applicable) or if you break the contract with the Fuel Supplier.

9.2 We will contact you if we need to cancel your order. In the unlikely event that in accordance with 9.1 your order is to be cancelled; we will use reasonable efforts to contact you as soon as reasonably possible to notify you using the contact details you provided at the time of placing your order.

9.3 If you would like to cancel an order. Please refer to the Fuel Supplier's Terms if you would like to cancel an order. In the event of requesting a cancellation of your order, your Fuel Supplier may charge a non-refundable cancellation fee. This will be taken from your order total, meaning the remaining funds from the Fuel Supplier will be refunded to you minus any further applicable fees applied by your Fuel Supplier. For details of the current cancellation fees a Fuel Supplier may charge you a Cancellation fee as set out in the Fuel Supplier's Terms. Cancellation fees may change from time to time so please check at the time of order.

9.4 Service fees are non-refundable. Please note that any service fees charged by us in connection with an order are non-refundable in accordance with clause 5.4.

10. LIMITING OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

10.1 We will provide our services under these BoilerJuice Terms with reasonable care and skill. You can ask us to repeat or fix a service we have not provided with reasonable care and skill, and if we can't fix it, you will get some money back.

10.2 We are not responsible to you for any loss or damage caused by a Fuel Supplier you have entered into a contract with and/or the provision of the Fuel. If a Fuel Supplier breaches the Fuel Supplier's Terms, the Fuel Supplier will be responsible for any loss or damage you suffer as a result of such breach subject to and in accordance with the provisions of the Fuel Supplier's Terms, we therefore recommend that you read the Fuel Supplier's Terms carefully before placing an order. We act as the agent of the Fuel Suppliers, and are not liable for any act or omission of a Fuel Supplier including (but not limited to) in respect of the provision of Fuel or compliance by a Fuel Supplier with the Fuel Supplier's Terms. However, if you are dissatisfied with a Fuel Supplier, we will reasonably assist you by liaising with the relevant Fuel Supplier.

10.3 As we act as agent of the Fuel Supplier, once you have placed an order, we are not responsible for delays to or failure in the delivery of fuel whatever the cause of such delay or failure.

10.4 Events outside of our control. If performance of our obligations to you under these BoilerJuice Terms is delayed or prevented by an event outside our control, then we will not be liable for the delay or failure to perform such obligations, but if

there is a risk of substantial delay you may close your account with us and, if you are a Plan Customer, we will request your Nominated Fuel Supplier to pay to you all sums held in your Tank Account after completion of and payment for any outstanding orders for Fuel.

10.5 Availability of the Website and Apps. We do not warrant or give any guarantee that access to our Website or Apps will be uninterrupted or error free. We are not responsible to you if you are unable to place an order for Fuel due to any issues with or unavailability of the Website or Apps or if you seek to place an order by telephone outside of our opening hours.

10.6 We are not liable for business losses. Subject to clause 10.7, if you are a company or otherwise use any of our services other than as a consumer:

10.6.1 to the maximum extent permitted by law, we exclude all implied terms and warranties;

10.6.2 we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity or for any indirect or consequential loss or damage; and

10.6.3 our total liability to you under these BoilerJuice Terms shall not exceed the service fees you have paid us in the 12 months prior to such liability arising.

10.7 We do not exclude our liability for any matters in respect of which it is not permitted by law to limit or exclude: We do not in any way exclude or limit our liability for:

10.7.1 death or personal injury caused by our negligence;

10.7.2 fraud or fraudulent misrepresentation; or

10.7.3 any matter which it is not permitted by law to limit or exclude, or attempt to limit or exclude, our liability.

10.8 IF YOU ARE A CONSUMER, NOTHING IN THESE TERMS WILL AFFECT YOUR LEGAL RIGHTS OR YOUR LEGAL REMEDIES. FOR DETAILED INFORMATION ABOUT YOUR LEGAL RIGHTS AND REMEDIES PLEASE CONTACT THE CITIZENS ADVICE BUREAU.

11. YOUR PERSONAL INFORMATION

11.1 How we will use your personal information. By creating an account with us, you will provide us with certain personal information. Please read our Privacy Policy.

12. OUR RIGHT TO VARY THESE TERMS

12.1 We amend these terms from time to time. Please look at the section **"When these terms come into force"** to see when these terms were last updated.

13. OTHER IMPORTANT TERMS

13.1 **How we may contact you.** If we have to contact you, we will do so by telephone, SMS or by writing to you at the email address or postal address associated with your account.

13.2 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.3 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

13.4 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.5 **If a court finds part of this contract illegal, the rest will continue in force.** 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.

13.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

13.7 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and the English courts have non-exclusive jurisdiction over any legal proceedings relating to the contract. If you live in Scotland, you can bring legal proceedings in respect of a breach of these Boilerjuice Terms in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of a breach of these Boilerjuice Terms in either the Northern Irish or the English courts.

Additional Supplier Fees

Fuel Suppliers may charge the following additional fees:

UNDER DELIVERY AND MINIMUM ORDER FEES (inc. VAT)

(Refer to Fuel Supplier's Terms)

Applicable to all orders

Under delivery of 10% or less of the order volume **£0.00**

Under delivery of between 10% - 25% of order volume **£10.00**

Under delivery of between 25% - 50% of order volume **£25.00**

Under delivery of greater than 50% of order volume **£40.00**

ABORTED DELIVERY FEE (inc. VAT)

(Refer to Fuel Supplier's Terms)

Aborted/ Failed delivery fee **up to £40.00**

CANCELLATION FEE (inc. VAT)

(SEE SECTION 9.3 OF THESE TERMS)

Order cancellation fee

up to £40.00

Your Fuel Supplier may charge you where an order is cancelled or refused by you. This is on the condition that a notification of delivery was provided the day before delivery and the delivery is not being attempted later than the on or before delivery date