

FUEL SUPPLIER'S TERMS: SALE OF FUEL

1. These terms

1.1 **What these terms cover.** These terms apply to the supply of heating oil and/or red diesel and/ or white diesel and/or HVO ("**Fuel**") to you by us and govern our dealings with you including, if we are your Nominated Supplier, the operation of your Tank Account.

1.2 **When These Terms Apply.** These terms apply to the supply of Fuel where your order is made through the Website or over the telephone and, if we are your Nominated Supplier, when you create an account with BoilerJuice via the Website.

1.3 **To whom do these Terms Apply.** These terms apply to consumers and business customers. A consumer means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. If you are not a consumer, then you are a business customer. If you are a business customer, Schedule 2 shall apply and take precedence to the extent of any conflict with the remainder of these terms.

1.4 **Why you should read them.** These terms contain important information. Please read them carefully before you submit an order for Fuel or begin making payments into your Tank Account. **YOUR ATTENTION IS DRAWN IN PARTICULAR TO SECTION 12 "OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU"**.

1.5 **When these terms come into force.** These terms are in force from 1 March 2025.

1.6 **Definition of certain words used in these terms:** In these terms, the following definitions shall apply:

1.6.1 "**BoilerJuice**" means our agent, 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, Cambridgeshire PE27 4AA. Its registered VAT number is 115 1571 46;

1.6.2 "**Hyperwallet**" means the PayPal payment service known as Hyperwallet. Hyperwallet is a member of the PayPal group of companies and provides services globally through its affiliates. As of the date of these terms, Hyperwallet is provided in the UK through PayPal UK Limited, authorised and regulated by the Financial Conduct Authority;

1.6.3 "**Nominated Supplier**" where you choose a monthly payment plan, the supplier of Fuel notified to you by BoilerJuice from time to time as your nominated supplier;

1.6.4 "**Order Confirmation**" the email sent to you by BoilerJuice on our behalf to confirm and accept your order for Fuel;

1.6.5 **"Tank Account"** where we are your Nominated Supplier, your account with us, held at HyperWallet, into which any payments you make to us on account of Fuel to be ordered in the future will be paid; and

1.6.6 **"Website"** means www.boilerjuice.com and BoilerJuice branded mobile applications operated by or on behalf of BoilerJuice.

1.7 References to **"in writing"** shall include emails and SMS.

2. Our contract with you

2.1 **Who we are.** In these Fuel Supplier Terms, any references to "we", "us" or "our" means the supplier of Fuel set out on the Order Confirmation.

2.2 **BoilerJuice is our agent.** BoilerJuice owns and operates the Website. BoilerJuice acts as our agent in administering orders for Fuel on our behalf. BoilerJuice will transmit your order details to us and, on our behalf, send you the Order Confirmation. BoilerJuice is not the seller of the Fuel and is not responsible of the delivery of the Fuel.

2.3 You enter into a contract with us on these Fuel Supplier Terms:

(a) if you open a Tank Account via the Website and we are your Nominated Supplier, upon Tank Account creation; and

(b) each time upon our acceptance of an order for Fuel from you in accordance with clause 4.2 below.

2.4 **How we will accept your order.** Our acceptance of your order will take place when you receive the Order Confirmation, at which point your order is, subject to these Fuel Supplier Terms, binding on both of us.

2.5 **If we do not accept your order.** If we do not accept your order for any reason (which is at our sole discretion), you will be informed through the Website and you will be refunded any amounts paid in respect of the Fuel. Any Service Fee charged by BoilerJuice is non-refundable. For example, we may reject an order from you because the Fuel is out of stock or we do not have the volume you require, because of unexpected limits on our resources, because we have identified an error in the price or description of the Fuel or because we are unable to meet a delivery deadline you have specified.

2.6 **Your order number.** Your order number will be provided in the Order Confirmation. It will help if you can provide the order number whenever you contact BoilerJuice about your order.

2.7 **How to contact us.** BoilerJuice will handle all queries regarding your order on our behalf and can be contacted via www.boilerjuice.com/enquiries/ or at BoilerJuice Limited, LDH House, St. Ives Business Park, Parsons Green, St. Ives, Cambridgeshire PE27 4AA.

3. The Fuel

3.1 Fuel description. The description of the Fuel shall be as set out on the Website or as described to you by BoilerJuice over the telephone (as applicable).

3.2 Fuel volume. Although we will make every effort to deliver the volume of Fuel ordered, it is possible that we may deliver less than the volume ordered. Where the volume of the Fuel delivered is less than that ordered, we will:

3.2.1 if we are your Nominated Supplier, apply the amount to be refunded to your Tank Account;

3.2.2 if another supplier of Fuel is your Nominated Supplier, refund the relevant amount to your Nominated Supplier who shall apply the amount to be refunded to your tank account with them;
or

3.2.3 otherwise refund the amount due to you via your original payment method (unless your payment card has expired or has been cancelled, in which case we will contact you via BoilerJuice to arrange a refund).

3.3 A charge may apply if you order Fuel in excess of your tank's capacity.

3.3.1 If the volume of Fuel ordered exceeds your tank's capacity, we may apply an under-delivery charge as set out in Schedule 3. We will refund the appropriate proportion of the charges paid back to you less any under delivery charge applied.

3.3.2 If we are unable to deliver any Fuel because your tank has no or insufficient capacity, or you fail to comply with the delivery requirements at section 4.4 below, or if we are not satisfied that delivery can be made safely, we may apply an aborted/failed delivery charge as set out in Schedule 3. We will refund any charges paid for the Fuel ordered after deducting any aborted/failed delivery charge.

4. Providing the Fuel

4.1 Delivery costs. The costs of delivery will be as displayed to you on the Website or told to you by BoilerJuice over the telephone (as applicable) at the time of ordering.

4.2 When we will provide the Fuel. During the order process you will be informed of when we will provide the Fuel to you. The Fuel will be delivered to you as soon as reasonably possible within the delivery window stated on the Order Confirmation.

4.3 We are not responsible for delays outside our control. If our supply of the Fuel is delayed by an event outside our control, then we (via BoilerJuice) will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided that you are contacted, then we will not be liable for any delay or failure to deliver where caused by an event outside of our control, but if there is a risk of substantial delay you may cancel the order (by

contacting BoilerJuice) to end the contract and receive a refund for any Fuel you have paid for but not received.

4.4 You must comply with the following delivery requirements or delivery may be aborted and you may be charged an aborted/failed delivery charge. You must in respect of each delivery of Fuel:

4.4.1 provide information about any special delivery conditions or requirements at the time the order is placed (this would include, for example, instructions for locating the property/ tank, notifying us of narrow access, requirement for a smaller vehicle, constrained turning of delivery vehicles, through house delivery, underground tank, offset fill or any other matter which could affect delivery);

4.4.2 ensure clear instructions are provided and left at your premises for our driver to determine the correct tank for delivery to be made (this is particularly important where there is more than one tank);

4.4.3 ensure that we will have safe and reasonable access to the delivery location in order that the delivery can be made;

4.4.4 ensure that the relevant tanks/fill pots into which delivery is to be made meet relevant legal requirements and are safe to receive each delivery of the Fuel;

4.4.5 not mount or interfere with any vehicle used by us for the delivery of the Fuel;

4.4.6 comply with any and all legal requirements in relation to the health and safety risks associated with the Fuel; and

4.4.7 in any event, act sensibly and with all due care and caution in relation to the Fuel, acknowledging that there are health and safety issues inherent in receiving and storing the Fuel, which, if handled incorrectly, can be dangerous.

4.5 If you are unsure as to the obligations referred to above regarding the safe storage and receipt of the Fuel then it is your responsibility to raise these concerns with the health and safety department at your local council, who should provide you with the information you require. Please also note the health and safety information printed on your delivery note.

4.6 If you are not at home when the Fuel delivery is attempted. If no one is available at your address to take delivery and/or we are unable to access your tank to make the delivery, we will leave you a note informing you of how to rearrange delivery. Please note there may be a charge incurred for the failed delivery as stated in Schedule 3 of these Fuel Supplier Terms.

4.7 If you do not re-arrange delivery. If you do not re-arrange delivery, we (via BoilerJuice) will contact you for further instructions and we may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we (via BoilerJuice) are unable to contact you or re-arrange delivery we may immediately end the contract between us and section 7 will apply.

4.8 When you become responsible for the Fuel. Delivery of the Fuel occurs when the Fuel passes through the hose connection of the storage tank, container, receptacle, vessel or fill line (as the case may be) which you have provided for receiving delivery. Any risk of loss or damage to the Fuel is your responsibility from the point of delivery.

4.9 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the Fuel to you. If so, this will have been stated on the Website or will be told to you by BoilerJuice over the telephone (as applicable). We, via BoilerJuice, will contact you to ask for this information. If you do not give us this information within a reasonable time of request, or if you give us incomplete or incorrect information, we may either end the contract between us (and section 7 will apply) or make an additional charge as stated in Schedule 3 of these Fuel Supplier Terms to compensate us for any extra work that is required as a result. We will not be responsible for any delay in supplying or failure to supply the Fuel if this is caused by you not providing the information we need within a reasonable time of request (via BoilerJuice).

4.10 Reasons we may suspend the supply of Fuel to you. We may have to suspend the supply of Fuel if necessary to do so due to changes in relevant laws or regulatory requirements.

4.11 Your rights if we suspend the supply of Fuel. You will be contacted in advance if we will be suspending supply of the Fuel, unless the problem is urgent or an emergency. If we have to suspend the supply of the Fuel, you do not have to pay for the Fuel while supply is suspended. You may contact us (via BoilerJuice) to end the contract for the Fuel if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 1 week and we will refund any sums you have paid in advance for the Fuel in respect of the period after you end the contract.

4.12 We may also suspend supply of the Fuel if you do not pay. If you do not pay for the Fuel when you are supposed to and you still do not make payment within 3 days of us (via BoilerJuice) reminding you that payment is due, we may suspend supply of the Fuel until you have paid us the outstanding amounts. You will be contacted if we are suspending supply of the Fuel. As well as suspending the supply of the Fuel we can also charge you interest on your overdue payments (see section 9.1).

5. Your rights to end the contract

5.1 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 5.1.1 to 5.1.5 below, the contract will end immediately, and we will refund you in full for any Fuel which has not been provided. The reasons are:

5.1.1 if we are your Nominated Supplier and we (via BoilerJuice) have told you about an upcoming change to the Fuel or the Fuel Supplier Terms which you do not agree to (this will not end any contract for Fuel you have ordered which is pending delivery);

5.1.2 we (via BoilerJuice) have told you about an error in the price or description of the Fuel you have ordered, and you do not wish to proceed;

5.1.3 there is a risk that supply of the Fuel may be significantly delayed because of events outside our control;

5.1.4 we have suspended supply of the Fuel for legal reasons, or notify you (via BoilerJuice) we are going to suspend them for legal reasons, in each case for a period of more than 1 week; or

5.1.5 you have a legal right to end the contract because of something we have done wrong.

5.2 Exercising your right to change your mind (Consumer Contracts Regulations 2013) .

For most products bought online or over the telephone you have a legal right to change your mind within 14 days after the day you (or someone you nominate) receives the products and receive a refund. However, you do not have a right to change your mind in respect of the Fuel once it has been delivered as it will become mixed inseparably with other Fuel in your tank.

6. How to end the contract with us

6.1 Tell us you want to end the contract. To end the contract, please let us know as soon as possible (via BoilerJuice) by:

6.1.1 logging onto your BoilerJuice account, selecting "My Orders" and clicking on the relevant order number for the contract you wish to cancel;

6.1.2 using the contact details at boilerjuice.com/enquiries;

6.1.3 contacting BoilerJuice by post at BoilerJuice Limited, LDH House, St. Ives Business Park, Parsons Green, St. Ives, Cambridgeshire PE27 4AA, you can print off and complete the form at Schedule 1 but you are not obliged to do so.

Please provide your name, home address, details of the order (including order number) and, where available, your phone number and email address.

6.2 Cancellation of BoilerJuice contract. If you choose to end your contract with BoilerJuice (for example, if you close your BoilerJuice account) or your contract with BoilerJuice is cancelled for any reason, your contract with us will automatically be cancelled at the same time.

6.3 Refunds. If you cancel your order before delivery, we will repay the amount to be refunded (including delivery costs). If you cancel an order after our carrier has left our premises or you have been notified via Boilerjuice that the delivery will be made within the next 1 working day, then we may deduct from your refund an aborted delivery charge as set out in Schedule 3.

6.4 Any refunds due to you under these Fuel Supplier Terms will be made as follows:

6.4.1 **if we are your Nominated Supplier**, the refunded amount will be retained in your Tank Account;

6.4.2 if another supplier of Fuel is your Nominated Supplier, the refunded amount will be transferred to your Tank Account with your Nominated Supplier; or

6.4.3 if you do not have a Nominated Supplier, you will be refunded through your original payment method (unless your payment card has expired or has been cancelled, in which case we will contact you via BoilerJuice to arrange a refund).

6.5 We may make deductions from any refund due to you, as described in these Fuel Supplier Terms.

6.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind before delivery, then your refund will be made within 14 days of your telling us you have changed your mind.

6.7 Charges if a delivery was attempted but unsuccessful. If a delivery attempt is made but is unsuccessful due to your failure to comply with section 4.4 above, then we may deduct an aborted/ failed delivery charge as set out in Schedule 3 from any refund due to you.

7. Our rights to end the contract

7.1 We may end the contract if you break it. We may end the contract for Fuel at any time by writing to you if:

7.1.1 you do not make any payment when it is due, and you still do not make payment within 2 days of us (via BoilerJuice) reminding you that payment is due;

7.1.2 you do not, within a reasonable time of us asking for it, provide us (via BoilerJuice) with information that is necessary for us to deliver the Fuel;

7.1.3 you do not, within a reasonable time, allow us to deliver the Fuel to you; or

7.1.4 you do not, within a reasonable time, allow us access to your premises to supply the Fuel.

7.2 You must compensate us if you break the contract. If we end the contract in the situations set out in section 7.1 we will refund any money you have paid in advance for Fuel we have not provided, but we may deduct or charge you reasonable compensation for the costs we incur as a result of your breaking the contract, including any charges as set out in Schedule 3.

8. If there is a problem with the Fuel

8.1 Your legal rights. We honour our legal duties, including the duty to provide you with products that are as described and that meet all the requirements imposed by law. For more information please visit the Citizens Advice website www.citizensadvice.org.uk.

8.2 How to tell us about problems. If you have any questions or complaints about the Fuel, please contact us (via BoilerJuice) by using the details at www.boilerjuice.com/enquiries/. Please provide your name, home address, details of the order (including order number), details of the problem and, where available, your phone number and email address.

9. Price and payment

9.1 Where to find the price for the Fuel. The price of the Fuel (which includes VAT) will be the price indicated on the order pages when you placed your order or told to you by BoilerJuice over the telephone, as confirmed on your Order Confirmation. We use our best efforts to ensure that the price of the Fuel advised to you is correct. However please see section 9.3 for what happens if we discover an error in the price of the Fuel you order and section 3.3 for what happens if the volume of Fuel ordered is in excess of your tank's capacity.

9.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Fuel, we will adjust the rate of VAT that you pay, unless you have already paid for the Fuel in full before the change in the rate of VAT takes effect.

12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the Fuel may be incorrectly priced. We will normally check prices before accepting your order so that, where the Fuel's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Fuel's correct price at your order date is higher than the price stated to you, we (via BoilerJuice) will contact you for your instructions before we accept your order or, in the event that we discover a pricing error after order acceptance, as soon as possible. If we are not able to contact you within a reasonable time prior to the scheduled delivery date, we may reject your order and notify you of such rejection.

We are under no obligation to provide the Fuel to you at the incorrect (lower) price, even after we have sent you an Order Confirmation.

9.4 How you must pay. We accept payment with the payment methods stated on the Website or told to you by BoilerJuice over the telephone.

9.5 Running your Tank Account. If we are your Nominated Supplier, you can make monthly deposits into your Tank Account or one-off payments by payment cards or other methods listed on the Website or told to you by BoilerJuice over the telephone (as applicable). These amounts are held in your Tank Account on your behalf and may be used to pay for orders. If you wish to withdraw the funds held in your Tank Account, you can do so at any time. If there is not enough credit in your Tank Account to pay for an order, the balance payable on that order has to be paid by you at the time of ordering by using the payment cards or other methods listed on the Website

or told to you by BoilerJuice over the telephone (as applicable). It is your responsibility to manage the money in your Tank Account and ensure your Tank Account remains in credit.

9.6 Management of your Tank Account. We will operate your Tank Account such that:

9.6.1 payments made into your Tank Account will only be used to pay for Fuel that you have ordered and amounts otherwise due to us pursuant to these Fuel Supplier Terms or due to another Fuel Supplier pursuant to your contract with that Fuel Supplier;

9.6.2 if we are your Nominated Fuel Supplier and Fuel is supplied by a Fuel Supplier other than us, we 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;

9.6.3 if you request to withdraw all or some of the funds held in your Tank Account, we will pay such sums to you.

9.7 We will hold the balance from time to time standing to the credit of your Tank Account on trust for you.

9.8 If we are your Nominated Supplier:

9.8.1 we will deduct from your Tank Amount the amount due to us in connection with an order we fulfil once delivery has been confirmed and we have confirmed the amount of Fuel delivered via the Website or over the telephone; or

9.8.2 where an order you place via BoilerJuice is fulfilled by another supplier of Fuel, we will refund to you, from your Tank Account, the amount due to such other supplier in respect of such order, at the same time as you place your order. You hereby instruct us to transfer this refund to such other supplier to pay for your order.

9.9 If another supplier of Fuel is your Nominated Supplier, you will pay to us the amount due to us in connection with an order that we fulfil at the same time as you place your order. You acknowledge and agree that this payment will be affected by such amount being transferred to us from your Tank Account with your Nominated Supplier. Such payment will be held by HyperWallet and will only be released to us when delivery has been confirmed and we have confirmed the amount of Fuel delivered via the Website or over the telephone.

9.10 If you do not have a Nominated Supplier, you must pay for the Fuel at the same time as you place your order. Such payment will be held by HyperWallet and will only be released to us once delivery has been confirmed and we have confirmed the amount of Fuel delivered via the Website or over the telephone.

9.11 How refunds are dealt with. If any refund is due to you in connection with an order that we fulfil, either if the volume of Fuel delivered is less than the volume ordered by you or if BoilerJuice determines that an order has not been completed:

9.11.1 **if we are your Nominated Supplier**, we will pay such monies to you once we have confirmed the amount of Fuel delivered via the Website or over the telephone. Such payment will be made by paying such amount into your Tank Account;

9.11.2 **if another Supplier of Fuel is your Nominated Supplier**, we will pay such monies to you once we have confirmed the amount of Fuel delivered via the Website or over the telephone. You hereby instruct us to make such payment by transferring such amount to your tank account with your Nominated Supplier; or

9.11.3 **if you do not have a Nominated Supplier**, we will pay such monies to you via your original payment method (unless your payment card has expired or has been cancelled, in which case we will via BoilerJuice contact you to arrange a refund) once we have confirmed the amount of Fuel delivered via the Website or over the telephone.

9.12 **We can charge interest if you pay late**. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of HSBC 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.

9.13 **Variations to the Schedule 3 charges**. The charges we may apply as set out in Schedule 3 are correct as at the date these Fuel Supplier Terms come into force, however BoilerJuice may vary these charges from time to time. For the current charges, please visit the Website at the time of order.

10. Our responsibility for loss or damage suffered by you

10.1 **Schedule 2 applies if you are not a consumer**. This section 10 applies to consumers only. Schedule 2 applies if you are not a consumer.

10.2 **We are responsible to you for foreseeable loss and damage caused by us**. If we fail to comply with these Fuel Supplier Terms, we are responsible for loss or damage you suffer that is a reasonably foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so**. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

10.4 **When we are liable for damage to your property**. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

11. How we may use your personal information

11.1 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

11.2 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy, which can be found on our website.

12. Other important terms

12.1 We may transfer this Agreement to someone else. We may transfer our rights and obligations under these Fuel Supplier Terms to another organisation.

12.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Fuel Supplier Terms to another person if we agree to this in writing.

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

12.4 If a court finds part of this contract illegal, the rest will continue in force. Each section of these Fuel Supplier Terms operates separately. If any court or relevant authority decides that any section or part thereof is unlawful, the remainder of these Fuel Supplier Terms will remain in full force and effect.

12.5 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 Fuel Supplier 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.

12.6 Which laws apply to this contract and where you may bring legal proceedings. These Fuel Supplier Terms are governed by English law and you can bring legal proceedings in respect of the Fuel in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Fuel in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Fuel in either the Northern Irish or the English courts.

Schedule 1

Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To [Name of Fuel Supplier] care of BoilerJuice Limited, LDH House, St. Ives Business Park,
Parsons Green, St. Ives, Cambridgeshire PE27 4AA

I/We [*] hereby give notice that I/We [*] wish to cancel my/our [*] contract of sale of the
following goods [*/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

Schedule 2

Business Customers Only Terms

This Schedule 2 shall apply to all orders for Fuel placed by any person who is not a consumer. To the extent of any inconsistency, this Schedule 2 shall take priority over the Fuel Supplier Terms where a person who is not a consumer places an order for Fuel.

1. WARRANTIES

1.1 We warrant that the Fuel is free from material defect at the time of delivery and we give no other warranty in respect of the Fuel and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

1.2 If the relevant Fuel does not conform with the warranty in section 1.1 of this Schedule 2, we will (at our discretion) either replace such Fuel, or issue a credit note, or refund to you the charges paid for the Fuel, provided that you give us (via BoilerJuice): (i) written notice of any alleged breach of warranty within one week of the time when you discover or ought to have discovered such breach; and (ii) a reasonable opportunity, after receiving the notice, to examine the relevant Fuel.

1.3 The warranties in section 1.1 of this Schedule 2 will not apply to any defect which arises as a result of your (or any third party's) negligence, failure to follow any instructions as to the storage, use or maintenance of the Fuel or to comply with such degree of skill and care as would reasonably be expected from an appropriately skilled and experienced person with expertise in the relevant area, including the handling of and dealing with fuel the same as or similar to the Fuel ("**Good Industry Practice**") or if you make any further use of the Fuel after identifying that there is any issue with it, if you alter, modify, mishandle or try to remedy the defect in respect of such Fuel without our prior consent or fail to adopt Good Industry Practice in handling or using the Fuel.

1.4 The warranty at section 1.1 shall apply equally to any replacement Fuel we supply to you pursuant to section 1.2 of this Schedule 2.

2. LIMITATION OF LIABILITY

2.1 Subject to sections 2.2 and 2.3 below:

2.1.1 we shall in no circumstances whatsoever be liable to you, whether in contract, tort (including breach of statutory duty or negligence), misrepresentation, restitution or otherwise for loss of profit, loss of business, loss of anticipated savings, wasted time or any indirect or consequential loss arising out of or in connection with the contract;

2.1.2 our total liability to you whether in contract, tort (including breach of statutory duty or negligence), misrepresentation, restitution or otherwise for loss of profit, loss of business, loss of

anticipated savings, wasted time or any indirect or consequential loss arising out of or in connection with the contract shall be limited to:

2.1.2.1 in relation to any damage to your physical property, a sum equal to 150% (one hundred and fifty per cent) of the value of the relevant order for the Fuel or £10,000 (whichever is the greater); or

2.1.2.2 in relation to any other claim, a sum equal to 125% (one hundred and twenty-five per cent) of the value of the relevant order for the Fuel or £5,000 (whichever is the greater).

2.2 Nothing in these terms excludes or limits in any way our liability for:

2.2.1 death or personal injury caused by our negligence;

2.2.2 fraud or fraudulent misrepresentation; or

2.2.3 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

2.3 Subject to section 2.2 above, we shall not be liable to you to the extent that such liability arises from any failure on your part to observe and perform any of your obligations under these Fuel Supplier Terms (including this Schedule 2).

3. YOUR LIABILITY TO US

You shall be liable to pay us (on written demand) for, and indemnify us against, all reasonable costs and expenses and/or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss of profit or reputation, damage to property, loss of opportunity to deploy resources elsewhere, and legal costs) which arise in connection with your fraud, negligence or a material breach of the contract.

Schedule 3 - Schedule of Charges

UNDER DELIVERY AND MINIMUM ORDER CHARGES (inc. VAT)

(SEE SECTION 5.3.1 OF THESE 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

CANCELLED ORDER CHARGE (inc. VAT)

A charge can be applied where an order is cancelled or refused on the condition that a notification of delivery was provided the day before delivery and the delivery is not being attempted later than the original on or before delivery date. ***up to £40.00***

ABORTED/ FAILED DELIVERY CHARGES (inc. VAT)

(SEE SECTION 8.5, 6.4 & 9.1 OF THESE TERMS)

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

Charges correct as at 1 April 2025. All charges subject to change.

FUEL SUPPLIER'S TERMS: SALE OF FUEL

1. These terms

1.1 **What these terms cover.** These terms apply to the supply of heating oil and/or red diesel and/ or white diesel and/or HVO ("**Fuel**") to you by us and govern our dealings with you including, if we are your Nominated Supplier, the operation of your Tank Account.

1.2 **When These Terms Apply.** These terms apply to the supply of Fuel where your order is made through the Website, through our iOS or Android apps, or over the telephone and, if we are your Nominated Supplier, when you create an account with BoilerJuice via the Website.

1.3 **To whom do these Terms Apply.** These terms apply to consumers and business customers. A consumer means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. If you are not a consumer, then you are a business customer. Schedule 2 applies to business customers only. Unless otherwise specified, the remainder of these terms apply to both consumers and business customers.

1.4 **Why you should read them.** Please read these terms carefully before you submit your order for Fuel or begin making payments into your Tank Account. These terms tell you who we are, how we will provide the Fuel to you, how your Tank Account will operate, how you and we may change or end the contract, what to do if there is a problem and other important information. **YOUR ATTENTION IS DRAWN IN PARTICULAR TO SECTION 12 "OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU".**

1.5 **When these terms come into force.** These terms come into force for orders sent to a Nominated Supplier or Participating supplier from 1 August 2023.

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

1.6.1 "**BoilerJuice**" means our agent, 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, Cambridgeshire PE27 4AA. Its registered VAT number is 115 1571 46;

1.6.2 "**Hyperwallet**" means; a PayPal payment service utilised by BoilerJuice to make payments to Nominated Suppliers. Hyperwallet is a member of the PayPal group of companies and provides services globally through its affiliates. From 1 November 2023 PayPal UK Ltd is deemed authorised and regulated by the Financial Conduct Authority;

1.6.3 "**Nominated Supplier**" the supplier of Fuel notified to you by BoilerJuice from time to time as your nominated supplier (which might be us);

1.6.4 "**Order Confirmation**" the email sent to you by BoilerJuice on our behalf to confirm and accept your order;

1.6.5 **"Tank Account"** where we are your Nominated Supplier, your account with us, held at HyperWallet, into which any payments you make to us on account of Goods to be ordered from us in the future will be paid; and

1.6.6 **"Website"** means www.boilerjuice.com and our iOS and Android apps

1.7 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails and SMS.

2. Information about us

2.1 **Who we are.** Information about us including our name and business details can be found in the Order Confirmation.

2.2 **How to contact us.** BoilerJuice will handle all queries regarding your order on our behalf and can be contacted using the information at section 3.2. or via the 'Contact Us' page on our Website: <https://www.boilerjuice.com/uk/help-centre>

3. Information about BOILERJUICE and contact INFORMATION

3.1 **BoilerJuice is our agent.** BoilerJuice owns and operates the Website. BoilerJuice acts as our agent in administering the ordering process for Fuel on our behalf. BoilerJuice will transmit the order details to us and, on behalf of us, send you the Order Confirmation. BoilerJuice is not the seller of the Fuel.

3.2 **How to contact BoilerJuice.** You can contact BoilerJuice's customer service team by using their contact form which can be found at www.boilerjuice.com/enquiries/ or at BoilerJuice Limited, LDH House, St. Ives Business Park, Parsons Green, St. Ives, Cambridgeshire PE27 4AA.

4. Our contract with you

4.1 If we are your Nominated Supplier, a contract on these terms will come into force when you create an account with BoilerJuice via the Website.

4.2 **How we will accept your order.** Our acceptance of your order will take place when you receive the Order Confirmation, at which point your order is, subject to these terms, binding on both of us and where we are not your Nominated Supplier a contract for the supply of Fuel on these terms will come into existence between you and us.

4.3 If we cannot accept your order. If we are unable to accept your order, we (via BoilerJuice) will inform you of this and you will be refunded for the Fuel. This might be because the Fuel is out of stock or we do not have the volume you require, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Fuel or because we are unable to meet a delivery deadline you have specified.

4.4 Your order number. Your order number will be provided in the Order Confirmation. It will help if you can provide the order number whenever you contact BoilerJuice about your order.

5. the fuel and FUEL volume

5.1 Fuel description. The description of the Fuel shall be as set out on the Website or as described to you by BoilerJuice over the telephone (as applicable).

5.2 Fuel volume. Although we will make every effort to deliver the volume of Fuel ordered, it is possible that we may deliver less than the volume ordered. Where the volume of the Fuel delivered is less than that ordered, we will:

5.2.1 if we are your Nominated Supplier, apply the amount to be refunded to your Tank Account;

5.2.2 if another supplier of Goods is your Nominated Supplier, apply the amount to be refunded to your tank account with that other supplier; or

5.2.3 otherwise refund the amount due to you via your original payment method (unless your payment card has expired or has been cancelled, in which case we will via BoilerJuice contact you to arrange a refund).

5.3 A charge may apply if you order Fuel in excess of your tank's capacity.

5.3.1 If the volume of Fuel ordered is in excess of your tank's capacity, we may apply an under-delivery charge as set out in Schedule 3 to reflect the amount of the Fuel we were not able to deliver. We will refund the appropriate proportion of the charges paid back to you less any under-delivery charge applied.

5.3.2 If we are unable to deliver any Fuel because your tank has no or insufficient capacity, or you fail to comply with the delivery requirements at section 6.4, or if we are not satisfied that delivery can be made safely, we may apply an aborted/ failed delivery charge as set out in Schedule 3. We will refund any charges paid for the Fuel ordered after deducting any aborted/ failed delivery charge.

6. Providing the fuel

6.1 Delivery costs. The costs of delivery will be as displayed to you on the Website or told to you by BoilerJuice over the telephone (as applicable) at the time of ordering.

6.2 When we will provide the Fuel. During the order process you will be informed of when we will provide the Fuel to you. The Fuel will be delivered to you as soon as reasonably possible.

6.3 We are not responsible for delays outside our control. If our supply of the Fuel is delayed by an event outside our control, then we (via BoilerJuice) will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided that you are contacted then we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us (via BoilerJuice) to end the contract and receive a refund for any Fuel you have paid for but not received.

6.4 You will ensure that the following delivery requirements are notified and/or adhered to or delivery will be aborted: You must in respect of each delivery of Fuel:

6.4.1 provide information about any special delivery conditions or requirements at the time the order is placed (this would include, without limitation, locating the property/ tank, narrow access, requirement for a smaller vehicle, constrained turning of delivery vehicles, through house delivery, underground tank, offset fill);

6.4.2 ensure clear instructions are provided and left at your premises for the driver to determine the correct tank for delivery to be made (this is particularly important where there is the possibility of confusion of which tank to fill);

6.4.3 ensure that we will have safe and reasonable access to the delivery location in order that the delivery can be made;

6.4.4 ensure that the relevant tanks/fill pots into which delivery is to be made meet relevant legal requirements and are safe to receive each delivery of the Fuel;

6.4.5 not mount or interfere with any vehicle used by us for the delivery of the Fuel;

6.4.6 comply with any and all legal requirements in relation to the health and safety risks associated with the Fuel; and

6.4.7 in any event, act sensibly and with all due care and caution in relation to the Fuel, acknowledging that there are health and safety issues inherent in receiving and storing the Fuel, which if handled incorrectly can be dangerous.

If you are unsure as to the obligations referred to above regarding the safe storage and receipt of the Fuel then it is your responsibility to raise these concerns with the health and safety department at your local council, who should provide you with the information you require. Please also note the health and safety information printed on your delivery note.

6.5 If you are not at home when the Fuel delivery is attempted. If no one is available at your address to take delivery and/or we are unable to access your tank to make the delivery, we will leave you a note informing you of how to rearrange delivery. Please note there may be a charge incurred for the failed delivery as stated in Schedule 3 of these terms.

6.6 If you do not re-arrange delivery. If you do not re-arrange delivery, we (via BoilerJuice) will contact you for further instructions and we may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we (via BoilerJuice) are unable to contact you or re-arrange delivery we may end the contract and section 9.2 will apply.

6.7 When you become responsible for the Fuel. Delivery of the Fuel occurs when the Fuel passes through the hose connection of the storage tank, container, receptacle, vessel or fill line (as the case may be) which you have provided for receiving delivery. Any risk of loss or damage to the Fuel is your responsibility from the time of delivery.

6.8 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the Fuel to you. If so, this will have been stated on the Website or will be told to you by BoilerJuice over the telephone (as applicable). We, via BoilerJuice, will contact you to ask for this information. If you do not give us this information within a reasonable time of them asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and section 9.2 will apply) or make an additional charge as stated in Schedule 3 of these terms to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Fuel if this is caused by you not providing the information, we need within a reasonable time of us (via BoilerJuice) asking for it.

6.9 Reasons we may suspend the supply of Fuel to you. We may have to suspend the supply of Fuel if necessary to do so due to changes in relevant laws and regulatory requirements.

6.10 Your rights if we suspend the supply of Fuel. You will be contacted in advance if we will be suspending supply of the Fuel, unless the problem is urgent or an emergency. If we have to suspend the supply of the Fuel, you do not have to pay for the Fuel while supply is suspended. You may contact us (via BoilerJuice) to end the contract for the Fuel if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 1 week and we will refund any sums you have paid in advance for the Fuel in respect of the period after you end the contract.

6.11 We may also suspend supply of the Fuel if you do not pay. If you do not pay for the Fuel when you are supposed to (see section 11.4) and you still do not make payment within 3 days of us (via BoilerJuice) reminding you that payment is due, we may suspend supply of the Fuel until you have paid us the outstanding amounts. You will be contacted if we are suspending supply of the Fuel. We will not charge you for Fuel during the period for which supply is suspended. As well as suspending the supply of the Fuel we can also charge you interest on your overdue payments (see section 11.10).

7. Your rights to end the contract

7.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract and whether the Fuel has been notified as pending delivery.

7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 7.2.1 to 7.2.5 below, the contract will end immediately, and we will refund you in full for any Fuel which has not been provided. The reasons are:

7.2.1 we (via BoilerJuice) have told you about an upcoming change to the Fuel or these terms which you do not agree to;

7.2.2 we (via BoilerJuice) have told you about an error in the price or description of the Fuel you have ordered, and you do not wish to proceed;

7.2.3 there is a risk that supply of the Fuel may be significantly delayed because of events outside our control;

7.2.4 we have suspended supply of the Fuel for legal reasons, or notify you (via BoilerJuice) we are going to suspend them for legal reasons, in each case for a period of more than 1 week; or

7.2.5 you have a legal right to end the contract because of something we have done wrong.

7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013) . For most products bought online or over the telephone you have a legal right to change your mind within 14 days after the day you (or someone you nominate) receives the products and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of the Fuel after delivery (see section 6.7) as it will become mixed inseparably with other Fuel in your tank.

8. How to end the contract with us (including if you have changed your mind)

8.1 Tell us you want to end the contract. To end the contract, please let us know (via BoilerJuice) by doing one of the following:

8.1.1 Via your BoilerJuice account. By logging in to your BoilerJuice account, selecting "My Orders" and clicking on the relevant order number for the contract you wish to cancel.

8.1.2 **Online.** Using the method indicated on the Contact Us page of the Website which can be found at boilerjuice.com/enquiries/

8.1.3 **Live Chat.** Using the live chat function on the Website, where available, which will appear at the bottom right hand side of your screen.

8.1.4 **Post.** Contacting BoilerJuice by post at BoilerJuice Limited, LDH House, St. Ives Business Park, Parsons Green, St. Ives, Cambridgeshire PE27 4AA, you can print off and complete the form at Schedule 1 but you are not obliged to do so. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.2 **Cancellation of BoilerJuice contract.** If you choose to end your contract with BoilerJuice or your contract with BoilerJuice is cancelled for any reason, your contract with us will automatically be cancelled at the same time.

8.3 **How we will refund you.** Subject to section 8.5, if you cancel your order before delivery, we will repay the amount to be refunded (including delivery costs) to you by:

8.3.1 **if we are your Nominated Supplier,** such amount being retained in your Tank Account;

8.3.2 **if another supplier of Fuel is your Nominated Supplier,** such amount being transferred to your tank account with your Nominated Supplier; or

8.3.3 **if you do not have a Nominated Supplier,** your original payment method (unless your payment card has expired or has been cancelled, in which case we will via BoilerJuice contact you to arrange a refund).

We may make deductions from the price, as described in these terms.

8.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind before delivery, then your refund will be made within 14 days of your telling us you have changed your mind.

8.5 **Charges if we have notified of delivery within the next 1 working day.** If our carrier has left our premises or has notified via Boilerjuice that the delivery will be made within the next 1 working day, before you cancel an order then we may deduct an aborted delivery charge as set out in Schedule 3 from any refund due to you.

8.6 **Charges if a delivery was attempted but unsuccessful.** If a delivery attempt is made but is unsuccessful due any of the reasons set out in section 6.4 then we may deduct an aborted/ failed delivery charge as set out in Schedule 3 from any refund due to you.

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract for Fuel at any time by writing to you if:

9.1.1 you do not make any payment to us when it is due, and you still do not make payment within 5 days of us (via BoilerJuice) reminding you that payment is due;

9.1.2 you do not, within a reasonable time of us asking for it, provide us (via BoilerJuice) with information that is necessary for us to provide the Fuel;

9.1.3 you do not, within a reasonable time, allow us to deliver the Fuel to you; or

9.1.4 you do not, within a reasonable time, allow us access to your premises to supply the Fuel.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in section 9.1 we will refund any money you have paid in advance for Fuel we have not provided, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract, including any charges as set out in Schedule 3. Any such refund will be made by the methods set out in section 8.3.

10. If there is a problem with the FUEL

10.1 How to tell us about problems. If you have any questions or complaints about the Fuel, please contact us (via BoilerJuice) by using the BoilerJuice contact form which can be found at www.boilerjuice.com/enquiries/. Please provide your name, home address, details of the order, details of the problem and, where available, your phone number and email address.

10.2 Summary of your legal rights. We are under a legal duty to supply Fuel that is in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Fuel. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.

b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

c) Up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back.

See also section 7.3.

11. Price and payment

11.1 Where to find the price for the Fuel. The price of the Fuel (which includes VAT) will be the price indicated on the order pages when you placed your order, told to you by BoilerJuice over the telephone and/or on your order confirmation email (as applicable). We use our best efforts to ensure that the price of the Fuel advised to you is correct. However please see section 11.3 for what happens if we discover an error in the price of the Fuel you order and section 5.3 for what happens if the volume of Fuel ordered is in excess of your tank's capacity.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Fuel, we will adjust the rate of VAT that you pay, unless you have already paid for the Fuel in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the Fuel may be incorrectly priced. We will normally check prices before accepting your order so that, where the Fuel's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Fuel's correct price at your order date is higher than the price stated to you, we (via BoilerJuice) will contact you for your instructions before we accept your order or, in the event that we discover a pricing error after order acceptance, as soon as possible.

11.4 How you must pay. We accept payment with the payment methods stated on the Website or told to you by BoilerJuice over the telephone.

11.5 Running your Tank Account. If we are your Nominated Supplier, you can make monthly deposits into your Tank Account or one-off payments by payment cards or other methods listed on the Website or told to you by BoilerJuice over the telephone (as applicable). These amounts are held in your Tank Account on your behalf and may be used to pay for orders. If you wish to withdraw the funds held in your Tank Account, you can do so at any time. If there is not enough credit in your Tank Account to pay for an order the balance payable on that order has to be paid by you at the time of ordering by using their payment cards or other methods listed on the Website or told to you by BoilerJuice over the telephone (as applicable). It is your responsibility to manage the money in your Tank Account.

11.6 Management of your Tank Account. We will operate your Tank Account such that:

11.6.1 payments made into your Tank Account will only be used to pay for Fuel that you have ordered and amounts otherwise due to us pursuant to these terms or due to another Fuel Supplier pursuant to your contract with that Fuel Supplier;

11.6.2 if we are your Nominated Fuel Supplier and Fuel is supplied by a Fuel Supplier other than us, we 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;

11.6.3 if you request to withdraw all or some of the funds held in your Tank Account, we will pay such sums to you.

11.7 We will hold the balance from time to time standing to the credit of your Tank Account on trust for you.

11.8 **When you must pay**

11.8.1 **if we are your Nominated Supplier:**

11.8.1.1 we will take the amount due to us in connection with an order we fulfil from your Tank Account once delivery has been confirmed and we have confirmed the amount of Fuel delivered via the Website or over the telephone; or

11.8.1.2 where an order you place via BoilerJuice is fulfilled by another supplier of Fuel, we will refund to you, from your Tank Account, the amount due to such other supplier in respect of such order, at the same time as you place your order. This refund will be affected by the relevant amount being transferred to such other supplier;

11.8.2 **if another supplier of Fuel is your Nominated Supplier**, you will pay to us the amount due to us in connection with an order that we fulfil at the same time as you place your order. This payment will be affected by such amount being transferred to us from your tank account with your Nominated Supplier. Such payment will be held by HyperWallet and will only be released to us when delivery has been confirmed and we have confirmed the amount of Fuel delivered via the Website or over the telephone; or

11.8.3 **if you do not have a Nominated Supplier**, you must pay for the Fuel at the same time as you place your order. Such payment will be held by HyperWallet and will only be released to us once delivery has been confirmed and we have confirmed the amount of Fuel delivered via the Website or over the telephone.

11.9 **How refunds are dealt with**

If any refund is due to you in connection with an order that we fulfil, either if the volume of Fuel delivered is less than the volume ordered by you or if BoilerJuice determines that an order has not been completed:

11.9.1 if we are your Nominated Supplier, we will pay such monies to you once we have confirmed the amount of Fuel delivered via the Website or over the telephone. Such payment will be made by paying such amount into your Tank Account;

11.9.2 if another Supplier of Fuel is your Nominated Supplier, we will pay such monies to you once we have confirmed the amount of Fuel delivered via the Website or over the telephone. Such payment will be made by transferring such amount to your tank account with your Nominated Supplier; or

11.9.3 if you do not have a Nominated Supplier, we will pay such monies to you via your original payment method (unless your payment card has expired or has been cancelled, in which case we will via BoilerJuice contact you to arrange a refund) once we have confirmed the amount of Fuel delivered via the Website or over the telephone.

11.10 We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of HSBC 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.

11.11 Variations to the Schedule 3 charges. The charges set out in Schedule 3 are correct as at the date these terms come into force (see section 1.5), however BoilerJuice may vary these charges from time to time.

12. Our responsibility for loss or damage suffered by you

12.1 Schedule 2 applies if you are not a consumer. This section 12 applies to consumers only. Schedule 2 applies if you are not a consumer.

12.2 We are responsible to you for foreseeable loss and damage caused by us . If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so . This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Fuel as summarised at section 10.2 and for defective Fuel under the Consumer Protection Act 1987.

12.4 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so.

However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

13. How we may use your personal information

13.1 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

13.2 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy, which can be found at <https://www.boilerjuice.com/privacy/>

14. Other important terms

14.1 We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 Which laws apply to this contract and where you may bring legal proceedings . These terms are governed by English law and you can bring legal proceedings in respect of the Fuel in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Fuel in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Fuel in either the Northern Irish or the English courts.

Schedule 1

Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To BoilerJuice Limited, LDH House, St. Ives Business Park, Parsons Green, St. Ives,
Cambridgeshire PE27 4AA

I/We [*] hereby give notice that I/We [*] wish to cancel my/our [*] contract of sale of the
following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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Schedule 2

Business Customers Only Terms

1. WARRANTIES

1.1 We warrant that the Fuel is free from material defect at the time of delivery and we give no other warranty in respect of the Fuel and all warranties, conditions and other terms implied by statute or common law (save for the condition implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.

1.2 If the relevant Fuel does not conform with the warranty in section 1.1 of this Schedule 2, we will replace such Fuel or issue a credit note, or refund to you the charges paid for the Fuel, provided that you give us (via BoilerJuice): (i) written notice of any alleged breach of warranty within one week of the time when you discover or ought to have discovered such breach; and (ii) a reasonable opportunity, after receiving the notice, to examine the relevant Fuel.

1.3 The warranties in section 1.1 of this Schedule 2 will not apply to any defect which arises as a result of your (or any third party's) negligence, failure to follow any instructions as to the storage, use or maintenance of the Fuel or to comply with such degree of skill and care as would reasonably be expected from an appropriately skilled and experienced person with expertise in the relevant area, including the handling of and dealing with fuel the same as or similar to the Fuel ("**Good Industry Practice**") or if you make any further use of the Fuel after identifying that there is any issue with it, if you alter, modify, mishandle or try to remedy the defect in respect of such Fuel without our prior consent or fail to adopt Good Industry Practice in handling and using the Fuel.

1.4 This section of this Schedule 2 shall apply equally to any replacement Fuel we supply to you pursuant to section 1.2 of this Schedule 2.

2. LIMITATION OF LIABILITY

2.1 Subject to sections 2.2 and 2.3:

2.1.1 we shall in no circumstances whatsoever be liable to you, whether in contract, tort (including breach of statutory duty or negligence), misrepresentation, restitution or otherwise for loss of profit, loss of business, loss of anticipated savings, wasted time or any indirect or consequential loss arising out of or in connection with the contract;

2.1.2 our total liability to you whether in contract, tort (including breach of statutory duty or negligence), misrepresentation, restitution or otherwise for loss of profit, loss of business, loss of anticipated savings, wasted time or any indirect or consequential loss arising out of or in connection with the contract shall be limited to:

2.1.2.1 in relation to any damage to your physical property, a sum equal to 150% (one hundred and fifty per cent) of the charges or £10,000 (whichever is the greater); or

2.1.2.2 in relation to any other claim, a sum equal to 125% (one hundred and twenty-five per cent) of the charges or £5,000 (whichever is the greater).

2.2 Nothing in these terms excludes or limits in any way our liability for:

2.2.1 death or personal injury caused by our negligence;

2.2.2 fraud or fraudulent misrepresentation; or

2.2.3 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

2.3 Subject to section 2.2, we shall not be liable to you pursuant to section 2.1 to the extent that such liability arises from any failure on your part to observe and perform any of your obligations under these terms.

3. YOUR LIABILITY TO US

You shall be liable to pay us (on written demand) for, and indemnify us against, all reasonable costs and expenses and/or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss of profit or reputation, damage to property, loss of opportunity to deploy resources elsewhere, and legal costs) which arise in connection with your fraud, negligence or a material breach of the contract.

Schedule 3 - Schedule of Charges

UNDER DELIVERY AND MINIMUM ORDER CHARGES (inc. VAT)

(SEE SECTION 5.3.1 OF THESE TERMS)

Applicable to all orders

Under delivery of 10% or less of the order volume	£0.00
Under delivery of greater than 10% - 25% of order volume	£10.00
Under delivery of greater than 25% - 50% of order volume	£25.00
Under delivery of greater than 50% of order volume	£40.00

CANCELLED ORDER CHARGE (inc. VAT)

A charge can be applied where an order is cancelled or refused on the condition that a notification of delivery was provided the day before delivery and the delivery is not being attempted later than the original on or before delivery date. *up to £40.00*

ABORTED/ FAILED DELIVERY CHARGES (inc. VAT)

(SEE SECTION 8.5, 6.4 & 9.1 OF THESE TERMS)

Aborted/ Failed delivery charge *up to £40.00*