

BOILERJUICE PLATFORM TERMS & CONDITIONS

These terms come into force from 1 August 2025.

By creating an account on the Supplier Portal, you, a Fuel Supplier, enter into an agreement with us for the provision of the Services and our appointment as your agent, in each case subject to and in accordance with these BoilerJuice Platform Terms and Conditions (the “**Conditions**”). Please read these Conditions in full to identify on what basis you are contracting with us. If you are unsure, then ask us.

When an account is created on the Supplier Portal, the Fuel Supplier will receive access to HyperWallet, and the Fuel Supplier will be required to accept the HyperWallet terms and conditions. HyperWallet may contact the Fuel Supplier directly and request additional information to complete the verification of the HyperWallet account.

HyperWallet Terms of Service can be found here: <https://www.hyperwallet.com/agreements-terms/> along with their Privacy Policy: <https://www.hyperwallet.com/agreements-privacy/>

The latest version of these Conditions may be obtained at any time from our Supplier Portal or here [Platform Terms](#).

1. DEFINITIONS

1.1 The following definitions apply to these Conditions, unless the context requires otherwise:

we or us	means 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;
you or your	the Fuel Supplier entering into an agreement with us pursuant to these Conditions;
Authorise	a request to HyperWallet to transfer monies to or from your HyperWallet Account (as applicable) in accordance with the HyperWallet Terms (and “Authorisation” shall be construed accordingly);
BoilerJuice	means the BoilerJuice platform available at our website at www.boilerjuice.com and our iOS and Android applications (and any BoilerJuice applications on any other mobile operating system from time to time);
Commission	means the sum payable by the Fuel Supplier to us in respect of any Goods supplied to a Customer from time to time calculated on the basis of the Commission Rate applicable at the time of supply of the Goods;
Commission Rate	means the rate of commission payable by the Fuel Supplier as determined by us from time to time;

Customer	any customer who uses BoilerJuice to order and purchase Goods (and which, for the avoidance of doubt, includes a Plan Customer);
Data Protection Legislation	the General Data Protection Regulation (Regulation (EU) 2016/679 (“GDPR”), as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “UK GDPR”), the UK Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003;
Fuel Supplier	means an oil supply company selected by us and on our system whose prices are compared on BoilerJuice in order to provide quotes to Customers in respect of the Goods and whom, following an Order, deliver Goods to Customers in accordance with the Fuel Supplier Terms;
Fuel Supplier Terms	means the terms on which the Fuel Supplier agrees to supply the Goods to Customers, as set out in Annex 2;
Goods	means the domestic heating oil or red diesel or other product(s) that the Fuel Supplier has agreed to supply through BoilerJuice;
HyperWallet	A PayPal payment service. HyperWallet is a member of the PayPal group of companies and provides services globally through its affiliates;
HyperWallet Account	an account held with HyperWallet by you to which the HyperWallet Terms apply;
HyperWallet Terms	the terms and conditions which govern your relationship with HyperWallet and are applicable to your use of HyperWallet's services; which can be found HERE ;
Nominated Supplier	the Fuel Supplier (which may be you) from time to time nominated by us as a Plan Customer's nominated supplier;
On or Before Delivery Date	the latest date by which you commit to making the delivery to the Customer (as set out on the Customer order confirmation);
Order	means any order for Goods placed by a Customer through BoilerJuice;
Plan Customer	a Customer who makes periodic payments to a Nominated Supplier’s HyperWallet Account on account of Goods to be ordered from that Nominated Supplier in the future;
Quotation	means a quotation for the supply of Goods to a Customer following a request made by a Customer through BoilerJuice;
Rebate	means the proportion of Commission which may be earned back, as determined by us from time to time;
Services	means the services set out in Annex 1;
Supplier Portal	means the administration dashboard on BoilerJuice through which the Fuel Supplier may input prices for their Goods into BoilerJuice (for the purposes of a Quotation), view Orders and invoices;
VAT	means value added tax.

1.2 In these Conditions (except where the context otherwise requires):

1.2.1 use of the singular includes the plural (and vice versa) and use of any gender includes the other genders;

1.2.2 a reference to a Party is to a party to the agreement pursuant to these Conditions and includes that party's personal representatives, successors or permitted assigns;

1.2.3 a reference to persons includes individuals, corporations, and unincorporated bodies or associations that are recognised at law (whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence);

1.2.4 a reference to a clause, annex or schedule is to the relevant clause, annex or schedule of these Conditions; and

1.2.5 headings are included for convenience only and do not affect the construction or interpretation of these Conditions.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. ACCEPTANCE

By clicking on the button marked "I Accept" prior to proceeding to the Supplier Portal and/or by using BoilerJuice and/or our Services, you confirm you are duly authorised to accept these Conditions and that upon acceptance, these Conditions will be binding on you. If you do not agree to these Conditions, then you will not be able to use the Supplier Portal and supply Goods through BoilerJuice.

2. USE OF BOILERJUICE

2.1 BoilerJuice is an independent market place, which enables Customers to compare and purchase Goods offered by participating Fuel Suppliers.

2.3 Access to BoilerJuice (including the Supplier Portal) is not guaranteed and we accept no liability if, for any reason, BoilerJuice and/or the Supplier Portal is unavailable at any time or for any period. BoilerJuice may, from time to time, be unavailable, as a result of planned or unplanned maintenance or updates.

2.4 We update BoilerJuice and the information available through BoilerJuice from time to time (though we do not guarantee or warrant that any information on BoilerJuice is up-to-date or maintained) and we may change the content and features on BoilerJuice at any time.

2.5 Any commentary, content, links and/or other materials posted on or accessible through BoilerJuice are provided for general information purposes only and are not intended to amount to

advice on which reliance should be placed. We are not responsible for any reliance placed by you on such materials, or by anyone who may be informed of any of its contents.

2.6 We hereby grant you a non-exclusive licence to access and use BoilerJuice (including the Supplier Portal) for the sole purpose of pricing and managing Orders in accordance with these Conditions. We may restrict or suspend access to your account(s) if we reasonably believe that you or any person under your control is using BoilerJuice other than as permitted in these Conditions. Further, if you fail to access your account(s) in over 30 days, your account(s) may be disabled.

2.7 If you request access to BoilerJuice via an API integration, you are solely responsible for ensuring the suitability of such API integration and for successful completion of the API integration.

2.8 You shall not:

2.8.1 knowingly or negligently introduce any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful to BoilerJuice;

2.8.2 attempt to gain unauthorised access to BoilerJuice, the server on which BoilerJuice is hosted or any server, computer or database connected to BoilerJuice;

2.8.3 reverse engineer, decompile or seek to access the source code of BoilerJuice, except to the extent these restrictions are prohibited by law and then only upon advance notice to us;

2.8.4 copy, modify, create derivative works of or remove any proprietary notice from BoilerJuice;

2.8.5 conduct security or vulnerability tests of BoilerJuice, interfere with its operation or circumvent its access restrictions;

2.8.6 use BoilerJuice to develop a product that competes or is intended to compete with BoilerJuice; or

2.8.7 use BoilerJuice other than in good faith and in accordance with these Conditions.

2.9 All intellectual property rights, including all copyright, design rights, patents, inventions, logos, business names, trading names, service marks and trademarks, internet domain names, moral rights, rights in databases, data, source codes, software, specifications, know how, processes and business methods (in all cases whether registered or unregistered and including all rights to apply for registration) in or relating to BoilerJuice and/or the Supplier Portal (including information, content, material or data displayed on it) belong to us (or our licensors) and all such rights are reserved.

2.10 Except as expressly set out in these Conditions, none of the intellectual property rights belonging to us and relating to BoilerJuice (including information, content, material or data

displayed on it) may be used, published, referenced, extracted, utilised, copied, transmitted, displayed, sold, excerpted, reverse engineered, made available, reformatted or distributed without our prior written consent on a case by case basis.

2.11 You hereby grant us a licence to use your business and trading names and logos for the purposes of performing the Services and in relation to the provision of services by BoilerJuice to Customers.

3. BECOMING A FUEL SUPPLIER

3.1 In order to become a Fuel Supplier, you will need to complete the details on the supplier registration form provided to you by us and provide us with the banking details requested by us, plus provide such other information reasonably requested by us.

3.2 If we, at our absolute discretion, accept you as a Fuel Supplier, we will confirm this by providing you with a username and password to enable you to access the Supplier Portal.

3.3 You hereby appoint us to act as your agent to enter into and manage contracts with Customers on your behalf.

3.4 You acknowledge and agree that all contracts you enter into with Customers shall be subject to the Fuel Supplier Terms. All Fuel Suppliers are required to use the Fuel Supplier Terms to ensure a fair market place across all Fuel Suppliers and a consistent experience for Customers.

3.5 You acknowledge and agree that we do not guarantee any volume of sales of Goods by you to Customers.

3.6 You shall nominate (and provide us with the name and contact details of) a person to act as a primary contact for us and Customers and also a secondary contact in the event of the primary contact's absence. These details must also be kept updated within the e-mail management section of the Supplier Portal (and you will inform us as soon as reasonably practicable of any change to the nominated contacts).

3.7 You acknowledge and agree that you shall not contact or communicate or deal with a Customer save only as necessary to fulfil your obligations to such Customer under the Fuel Supplier Terms, unless your written records evidence that such Customer has previously had dealings with you, or initiates contact with you. The restriction set out in this sub-clause shall survive for a period of 12 months after you cease to use BoilerJuice. Each Party agrees that damages may not be an adequate remedy for breach of this sub-clause and that, accordingly, we shall be entitled to seek injunctive or other equitable relief and no proof of special damages shall be necessary for the enforcement of this clause.

4. OUR OBLIGATIONS

4.1 We warrant that the Services will be performed with reasonable skill and care.

4.2 Save as expressly set out in these Conditions, we give no other warranty in respect of the Services and we hereby expressly exclude all warranties, conditions and other terms implied by statute or common law, to the fullest extent permitted by law.

5. YOUR OBLIGATIONS

Account Management

5.1 You agree that you:

5.1.1 will promptly upon receiving access to the Supplier Portal, open and thereafter at all times you wish to use BoilerJuice (or, if longer, you are holding Customer funds on trust) maintain a HyperWallet Account, which account shall be operated by HyperWallet (not us) and subject to the HyperWallet Terms;

5.1.2 will use your HyperWallet Account solely for the receipt and/or payment of funds due in accordance with these Conditions (including under contracts with Customers entered into through BoilerJuice);

5.1.3 will ensure that all payments received by you from Customers and Nominated Suppliers are paid into your HyperWallet Account;

5.1.4 will hold the funds from time to time in your HyperWallet Account on trust for Customers in proportion to the amount paid by or on behalf of each such Customer into your HyperWallet Account until such time as payment is due under an Order in accordance with the Fuel Supplier Terms;

5.1.5 will not withdraw or seek to withdraw sums from your HyperWallet Account except as permitted by these Conditions and/or the Fuel Supplier Terms and in any event, any Authorisation shall be provided by us as your agent;

5.1.6 will ensure that all information you upload to or input into the Supplier Portal is true, complete and accurate, including delivery date and time and volume of Goods delivered and rate of VAT to be applied;

5.1.7 hereby consent to us Authorising payments being made from your HyperWallet Account either to you, a Customer or to another Fuel Supplier, in accordance with the Fuel Supplier Terms or where a Customer requests the refund of funds held by you on behalf of such Customer in the HyperWallet Account;

5.1.8 are responsible for all access to the Supplier Portal through your account(s) and you shall immediately inform us in writing of relevant staff departures or other changes in personnel permitted to access the Supplier Portal;

5.1.9 shall at all times comply with the Fuel Supplier Terms in relation to all your dealings with Customers.

Orders

5.2 You shall:

5.2.1 ensure that the correct rate of VAT is applied to each Order;

5.2.2 once we have processed an Order which is to be completed by you and you have:

5.2.2.1 where you are the Nominated Supplier for the relevant Customer, confirmed that there is sufficient balance standing to the credit of the Customer in the HyperWallet Account or, if there is not you have received the balance from the relevant Customer in relation to that Order;

5.2.2.2 where another supplier of Goods is the Nominated Supplier for the relevant Customer, received payment for such Order from such Nominated Supplier into your HyperWallet Account;
or

5.2.2.3 where the relevant Customer does not have a Nominated Supplier, received payment from the relevant Customer in relation to that Order,

deliver the Goods to the relevant Customer in accordance with the Fuel Supplier Terms and any special instructions received from such Customer set out in an Order;

5.2.3 following delivery of Goods, provide a delivery note and invoice to each Customer for the Goods delivered calculated by reference to the price stated in the Order;

5.2.4 within 3 working days of any delivery of Goods to a Customer, inform us of the volume of Goods delivered to the Customer through the Supplier Portal;

5.2.5 if you fail to deliver the Goods in accordance with the Fuel Supplier Terms, pay to us immediately upon request, any losses or damages suffered by us in connection with such failure (which shall include an amount equal to the amount of any lost Commission);

5.2.6 inform us of any partial delivery of Goods within 3 working days of such delivery and, if applicable, when the balance of the Order will be delivered. If we are not made aware of the partial delivery within such time, the affected Customer will automatically be refunded back to their payment card or may apply the credited amount towards a new order. It is solely your responsibility to recover any unpaid monies directly from the Customer;

5.2.7 ensure that no less than 90% of Orders are delivered on time, per depot. We reserve the right to disable your prices if at any time your performance falls below 90% in respect of any depot until such time as a corrective and preventative solution is agreed with us in writing;

5.2.8 deliver Orders on or before the On Or Before Delivery Date and promptly confirm delivery on the Supplier Portal or, if applicable, through your BoilerJuice API integration. For each Order delivered after the On Or Before Delivery Date and/or not confirmed on the Supplier Portal (or confirmed via API integration) within 3 working days of the On Or Before Delivery Date, you

acknowledge and agree that we will automatically deduct 1 (one) pence per litre of your selling price, which amount will be refunded to the customer as compensation for late delivery,

5.3 Where an Order is not confirmed as delivered within 5 calendar days of the On Or Before Delivery Date you accept that we reserve the right to transfer the Order, at our discretion, to a different Fuel Supplier on the fastest delivery date available and you will be liable for and indemnify us for any additional costs incurred, such as any increase in selling price and applicable delivery charges, up to a value of £180 (excluding VAT) per Order.

5.4 You acknowledge and agree that the Customer will only be required to pay aborted/ failed delivery charges and other additional charges as set out in the Fuel Supplier Terms once we have validated that, in our reasonable discretion, the criteria for the charge have been met. You must submit a charge request via the Supplier Portal promptly before confirming the Order as delivered and in any event within 3 working days of the event leading to the charge request.

5.5 By way of non-limiting example, the Customer will not be required to pay additional charges if;

5.5.1 a tank is unsafe for delivery due to tank damage where the Customer may not have been aware of said damage;

5.5.2 you deem a vehicle type unsuitable for accessing the delivery location where successful deliveries from other Fuel Suppliers have previously been made by the same or similar vehicle type;

5.5.3 access is restricted due to reasons outside of the Customer's reasonable control, such as neighbours' parked cars. You must promptly inform us via the Supplier Portal so that we can advise the Customer of the issue;

5.5.4 access cannot be made for successful delivery and advance notification of delivery was not provided via BoilerJuice before 5pm the day before delivery (or not provided at all); or

5.5.5 the delivery location cannot be located and the *what3words* location has been provided or, no *what3words* has been provided and it is the first attempt to reach such location. You must promptly raise such delivery issues through the Supplier Portal so that further directions may be sought from the Customer.

5.6 You acknowledge and agree that all delivery notifications must be managed in conjunction with BoilerJuice. Direct communication with the Customer will invalidate any charge request.

5.7 If delivery of an Order is not possible by the On Or Before Delivery Date due to Customer failure you will be permitted to extend the On Or Before Delivery Date by up to 5 calendar days via the Supplier Portal. Failure to make the change via the Supplier Portal will invalidate any charge request.

5.8 Any deliveries made whilst an Order is 'on hold' for any reason are at the exclusive risk of the Fuel Supplier.

5.9 If a Customer cancels an Order after the Customer has been notified, via BoilerJuice, that the Order has been dispatched or is due to make the delivery the following day, you may, acting reasonably, apply a cancellation charge in accordance with the Fuel Supplier Terms.

5.10 Where a Customer requests to cancel the Order, and you have not given notice through the Supplier Portal that the Order is scheduled for delivery within the next 1 working day, you will have 2 working days to accept or decline the request. Failure to take action will automatically cancel the Order and the Customer will be refunded without any charge being applied. Declining such a request must result in the delivery of the Order within 1 working day failing which, the Order will be deemed cancelled and any Customer charges for late cancellation will be waived.

5.11 You shall at all times be solely liable for any acts or omissions of any sub-contractors you use in the delivery of any Order, including timely delivery and for any resulting errors, customer complaints or costs arising from any act or omission of a sub-contractor.

5.12 If you deliver Goods into an incorrect tank, we will attempt to assist you in making contact with the Customer. However, you are solely responsible for:

5.12.1 the delivery and recovery of payment for such Goods into an incorrect tank; and

5.12.2 recovering the Goods where possible.

5.13 If you deliver more volume than the Order confirmation confirms, or if you deliver an Order after it has been cancelled, we will reasonably assist you in recovering the outstanding sum from the Customer where such outstanding sum exceeds £50, and the recovered sum will be subject to our Commission.

5.14 You warrant, represent and undertake that you:

5.14.1 shall not act in any way which may bring us or BoilerJuice into disrepute or would otherwise reasonably be considered to be damaging to our reputation or goodwill;

5.14.2 are, and shall be at all times you use BoilerJuice, authorised to sell domestic Kerosene in the UK under a "Registered Dealer In Controlled Oils" number;

5.14.3 shall ensure that all drivers engaged by you (directly or indirectly) in the delivery of Goods shall be fully licensed to transport hazardous liquids;

5.14.4 hold, and shall at all times you use BoilerJuice hold, all other appropriate approvals, licenses and certifications in accordance with good industry practice;

5.14.5 have appropriate insurance in place with an insurer of good repute in respect of your obligations under these Conditions and the Fuel Supplier Terms, including all appropriate

insurances in respect of the delivery of Orders and public liability insurance in an amount of no less than £2 million per claim and unlimited in aggregate.

6. PRICE AND PRICE LOCKING

6.1 You will provide us with your prices (via the Supplier Portal) for the Goods and we will use such prices to provide Quotations to Customers and for marketing purposes.

6.2 Where a Customer accepts a quote provided by BoilerJuice against your price, your pricing for the Goods shall be irrevocable and you shall provide the Goods at such prices.

6.3 In respect of the Customers that have not accepted quotes on BoilerJuice, if you “lock” prices (via the Supplier Portal), such prices may only be withdrawn in exceptional circumstances and with our prior agreement.

6.4 You shall ensure that the prices you enter on the Supplier Portal are accurate, fair and materially the same as prices for the Goods and services you offer to your direct customers. Any pricing errors input on the Supplier Portal by you (or on your behalf) are your sole responsibility and you must honour any pricing inaccuracies until you notify us of the error. Failure to adhere to this will result in some or all of your prices being temporarily disabled. Repeated breaches of this provision may result in restrictions being placed on your account(s).

6.5 You agree to observe fair pricing conduct by restricting pricing updates via the use of automated pricing tools such as bots or API software to no more than once every 30 minutes.

7. COMMISSION AND REBATE

7.1 In consideration of us performing the Services, you shall pay us the Commission and any additional sums which are agreed between us and you in accordance with these Conditions.

7.2 We shall be entitled to vary the Commission Rate, the Rebate or the charges set out in the Fuel Supplier Terms from time to time on written notice to you.

7.3 All charges payable by you are exclusive of any Value Added Tax, for which you shall be additionally liable at the applicable rate from time to time.

7.5 We will provide you with an invoice showing the Commission due to us for the previous 7 calendar day period (subject to Public Holiday adjustments) for the period that we have given as a discount against the invoice.

7.5.1 We shall pay any sums owed from the Rebate within 21 days of the end of each rebate period and reserve the right to pay any guaranteed sums earlier if we deem appropriate.

7.5.2 The qualifying criteria for each element of the Rebate is set out within the Commission Rebate section of the Supplier Portal whereby progress can be monitored and tracked.

7.6 Commission and any additional sums payable shall be paid by you (together with any applicable Value Added Tax thereon, and without any set-off or other deduction) by Direct Debit unless previously agreed in writing, in which case within six (6) days of the date of our invoice.

7.7 We may set off any sums due to us against sums due from us to you.

7.8 If any payment due from either Party is not made on the due date, the payee may charge interest on the outstanding amount, calculated on a daily basis from the due date for payment up to the date of actual payment at a rate of 3% above the base lending rate of HSBC Bank from time to time.

8. TERMINATION

8.1 We may terminate your access to BoilerJuice and our agreement with you at any time on written notice to you.

8.2 You may cease to use BoilerJuice at any time on written notice to us. The agreement between you and us will terminate upon our receipt of such notice.

8.3 Either Party may terminate the agreement between you and us immediately on written notice if:

8.3.1 the other Party is in material breach of any of its obligations under these Conditions and fails to remedy that breach (if capable of remedy) within 30 days of receiving written notice of the breach; or

8.3.2 any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the other Party or if the other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the other Party) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the other Party or if the other Party ceases or threatens to cease to carry on business.

8.4 The termination of the agreement (however caused) will not affect any rights and/or liabilities of either Party which have accrued before termination or expiry.

8.5 Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9. LIABILITY

9.1 Subject to Clause 9.3, we shall not be liable for any:

9.1.1 loss of profit;

9.1.2 loss of sales or business;

9.1.3 loss of or damage to goodwill;

9.1.4 loss of anticipated savings;

9.1.5 any waste of time; or

9.1.6 any indirect or consequential loss,

in each case whether such loss arises in contract, tort (including breach of statutory duty or negligence) or otherwise.

9.2 Subject to Clause 9.3, our total liability to you in contract, tort (including breach of statutory duty or negligence), misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of our agreement with you shall be limited:

9.2.1 if such liability arises out of or in connection with an Order, to the value of that Order; or

9.2.2 in any other circumstances, to a sum equal to the amount of Commission paid by you in the 12 months preceding the date of the claim.

9.3 Nothing in these Conditions excludes or limits in any way our liability for:

9.3.1 death or personal injury caused by our negligence;

9.3.2 fraud or fraudulent misrepresentation; or

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

9.4 Save as expressly set out in these Conditions, we disclaim any and all responsibility or liability in relation to any contract between you and the Customer including, without limitation, in relation to any Orders and the supply of Goods by you to Customers. Neither we nor our officers, employees or affiliates may be held liable whether in relation to contract, warranty, tort (including negligence), product liability, tax matters or any other form of liability for any claim, damage or loss, arising from or relating to any contract between you and a Customer including, without limitation, in relation to any Orders and the supply of Goods by you to Customers.

9.5 You hereby agree to indemnify us and keep us indemnified against any and all claims, damages, losses, costs and expenses (including reasonable legal and professional costs) suffered or incurred by us arising out of or in connection with:

9.5.1 any contract between you and the Customer; and

9.5.2 any claim, allegation or complaint by a third party relating to the application of VAT or other taxes to the provision of the Goods including in connection with any: (i) failure to apply VAT or other applicable taxes to an Order; or (ii) claim, allegation or complaint that the incorrect rate of VAT or other tax has been applied to an Order, and

we may deduct any amount we reasonably consider to be due to us pursuant to this clause 9.5 from any Rebate due to you or any other amount payable by us to you.

9.6 You acknowledge and agree that Goods you provide to the Customer are provided subject to and in accordance with the Fuel Supplier Terms. We give no warranties as to the accuracy of the information provided to us by Customers via BoilerJuice and any claims you may have in relation to the delivery (or non-delivery) of the Goods or any other issues arising as a result of your contract with a Customer are as between you and the Customer.

10. CONFIDENTIALITY

10.1 Each Party undertakes that it will keep confidential and (except for the purposes of performing its obligations or exercising its rights under these Conditions) will not without the prior written consent of the other Party, use or disclose to any third party any information concerning the business or affairs of the other Party, whether during or after the termination of the agreement between you and us. Each Party undertakes to the other to take all steps as shall from time to time be necessary to ensure compliance with the provisions of this Clause 10.1 by members of its group of companies and its and their employees, agents and sub-contractors.

10.2 The obligations in Clause 10.1 shall not apply in relation to:

10.2.1 information which is or becomes public knowledge other than as a result of a breach of Clause 10.1;

10.2.2 information which the Party using or disclosing the information either knew prior to the other Party's first disclosure to it or received from a third party entitled to disclose the same; or

10.2.3 information which any Party is required to disclose by law, any Court of competent jurisdiction, any Government agency or regulatory body lawfully requesting the same or by the regulations of any stock exchange provided that (to the extent not prohibited by law or order of court, government agency or regulatory body or stock exchange regulation) the disclosing Party promptly notifies and consults with the other Party in advance in relation to the timing and content of such disclosure.

11. DATA PROTECTION

11.1 **Personal Data, Data Controller, Data Processor, Process** and other definitions in this clause 11 will have the meanings given in Data Protection Legislation and **Processing** shall be construed accordingly.

11.2 We are a Data Controller in respect of Customer Personal Data held for the purpose of making available BoilerJuice to Customers. You are a Data Controller in respect of Customer Personal Data in connection with the supply Goods to Customers.

11.3 The Parties accept that in respect of the Personal Data they are each Data Controllers in common and not joint Data Controllers.

11.4 Each Party agrees that it will at all times comply with the provisions of Data Protection Legislation in connection with the Processing of Personal Data.

11.6 Each Party will restrict the disclosure of Customer Personal Data to those of its employees or sub-contractors who have a need to know the same to assist in the performance of the Services or fulfilment of an Order and no other employees shall have access to Customer Personal Data.

11.7 Both Parties shall employ appropriate technical and organisational measures to keep the Personal Data safe from unauthorised or unlawful Processing and against accidental loss or destruction of, or damage to, the Personal Data.

11.8 Neither Party shall transfer any Personal Data outside the United Kingdom unless such transfer shall be strictly in accordance with Data Protection Legislation.

11.9 Where either Party receives a request for disclosure of the other Party's Personal Data under any statutory requirement, it shall use reasonable endeavours to advise the other Party of the request unless prohibited from doing so by law.

11.10 Each Party will promptly notify the other Party about any matter which may cause the other Party to become non-compliant with any Data Protection Legislation and provide such information about remediation as the other Party may reasonably require. The relevant Data Controller shall immediately suspend the Processing of any Personal Data in breach of Data Protection Legislation.

12. GENERAL

12.1 All notices given by you to us must be given in writing to BoilerJuice Limited at LDH House, St. Ives Business Park, Parsons Green, St. Ives, Cambridgeshire PE27 4AA. We may give notice to you through the Supplier Portal or at the e-mail or postal address provided to us when registering with BoilerJuice. Notice will be deemed received and properly served immediately when posted on the Supplier Portal, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

12.2 You shall not transfer, assign, charge, sub-contract or otherwise dispose of any of your rights or obligations arising under or in connection with these Conditions, without our prior written consent.

12.3 Neither Party will be liable or responsible for any failure to perform, or delay in performance of, its obligations that is caused by events outside its reasonable control (each a “**Force Majeure Event**”). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond a Party’s reasonable control and includes: strikes, lockouts or other industrial action (other than in respect of either Party’s personnel); civil commotion, pandemic, epidemic, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; and the acts, decrees, legislation, regulations or restrictions of any government.

12.4 In the event of a Force Majeure Event, performance of each party’s obligations is deemed to be suspended for the period that the Force Majeure Event continues, and the affected party will have an extension of time for performance for the duration of that period. The party affected by the Force Majeure Event will use all reasonable endeavours to mitigate the effects of or bring the Force Majeure Event to a close or to find a solution by which its obligations under these Conditions may be performed despite the Force Majeure Event.

12.5 If we fail, at any time, to insist upon strict performance of any of your obligations under these Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

12.6 If any provision of these Conditions is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions, which will continue to be valid to the fullest extent permitted by law.

12.7 These Conditions and terms expressly referred to herein constitute the whole agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to the subject matter hereof.

12.8 You and we both acknowledge that neither Party relies on any representation or warranty (whether made innocently or negligently) that is not expressly set out in these Conditions.

12.9 We may vary these Conditions or any part thereof from time to time on 30 days’ notice. We may provide such notice through the Supplier Portal.

12.10 These Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for any third party to enforce any of its terms

12.11 Any dispute or claim arising out of or in connection with these Conditions or use of BoilerJuice will be governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Annex 1

The Services

Orders

1. We will:

1.1 use reasonable endeavours to maintain BoilerJuice to allow you to enter prices through the Supplier Portal for the purposes of providing Quotations to Customers;

1.2 inform you of any Orders received from Customers for the supply of Goods by you together with any special instructions (including any arrangements to be made by you for delivery of the Goods);

1.3 provide you with the name, address and telephone number of Customers who place an Order through BoilerJuice for the delivery of Goods by you;

1.4 as your agent, enter into and process Orders received from Customers;

1.5 upon request, provide you with the name and address of any Customer for whom you are the Nominated Supplier and with whom you have therefore entered into a contract;

1.6 as your agent, carry out any necessary credit card authorisations and security checks, process payments for and manage your HyperWallet Account in accordance with section 3 below;

1.7 when the processing of an Order is completed (which we shall determine at our absolute discretion), confirm the same to you;

1.8 each business day, provide you with a statement on the Supplier Portal in respect of payments (i) made by Customers to your HyperWallet Account and (ii) Authorised by us as your agent, out of your HyperWallet Account, Orders received and fulfilled and such other matters as we consider appropriate from time to time; and

1.9 provide you with log in credentials to access to BoilerJuice through the Supplier Portal.

Payments

2. In respect of an Order received from a Customer for whom you are the Nominated Supplier, we will:

2.1.1 if such Order is completed by you, Authorise the release to you from your HyperWallet Account of monies due to you in respect of such Order once delivery has been confirmed and you have confirmed the volume of Goods delivered via the Supplier Portal;

2.1.2 if such Order is completed by another participating Fuel Supplier:

2.1.2.1 Authorise the transfer from your HyperWallet Account of monies due (or expected to be due) to such other Fuel Supplier in respect of such Order at the time such Order is placed; and

2.1.2.2 where applicable, Authorise the refund into your HyperWallet Account of:

(a) any amounts due to the Customer if in our opinion the Order has not been completed by such other Fuel Supplier; or

(b) any amounts necessary to reflect the volume of Goods delivered by such other Fuel Supplier being less than the volume ordered by the Customer.

2.2 In respect of Orders received from Customers (i) for whom a third party is the Nominated Supplier but (ii) which are completed by you, we will:

2.2.1 Authorise the transfer to your HyperWallet Account from such third party Nominated Supplier of monies due (or expected to be due) to you in respect of such Order at the time such Order is placed;

2.2.2 Authorise the release to you from your HyperWallet Account of monies due to you in respect of such Order once delivery has been confirmed and you have confirmed the volume of Goods delivered via the Supplier Portal; and

2.2.3 where applicable, be entitled to Authorise the refund of monies to the third party Nominated Supplier's HyperWallet Account from your HyperWallet Account (either where the volume delivered is less than ordered or if in our opinion an Order has not been completed).

2.3 In respect of an Order received from a Customer which (i) does not have a Nominated Supplier and (ii) is completed by you, we will:

2.3.1 Authorise the release to you from your HyperWallet Account of monies due to you in respect of such Order once delivery has been confirmed and you have confirmed the volume of Goods delivered via the Supplier Portal; and

2.3.2 be entitled to Authorise the refund of monies to such Customer from your HyperWallet Account if:

2.3.2.1 in our opinion the Order has not been completed; and/or

2.3.2.2 the volume of Goods delivered by you is less than the volume ordered by the Customer, and

we shall not have any liability to you in respect of any such refunded monies.

Annex 2

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 August 2025. All charges subject to change.