

Shop Purchases

Terms & Conditions for the Sale of Products - BoilerJuice Shop

This page together with our Privacy Policy, Terms of Website and Returns Policy contains information about us and sets out the legal terms and conditions ("**Terms**") on which we sell any of the products ("**Products**") listed on our website ("**our site**") directly to you.

These Terms will apply to any contract between us for the sale of Products to you ("**Contract**") except they do not relate or apply to orders for any "Goods" as defined in, and which may be ordered by you under the Terms and Conditions for Purchases of Heating Oil and Red Diesel.

Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that, by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in them.

We amend these Terms from time to time as set out in clause 6. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

1. Information about us

1.1 We operate the website www.boilerjuice.com. We are BoilerJuice Limited, a company registered in England and Wales under company number 5345637 and with our registered office at LDH House, St. Ives Business Park, Parsons Green, St. Ives, Cambs PE27 4AA. Our main trading address is LDH House, St. Ives Business Park, Parsons Green, St. Ives, Cambs PE27 4AA. Our VAT number is 115 1571 46.

1.2 To contact us, please email us using our [Contact Us](#) form or telephone 01480 775454.

2. Our Products

2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2 All Products shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available you will be entitled to a full refund.

3. Use of our site

3.1 Your use of our site is governed by our Terms of Website Use. Please take the time to read these, as they include important terms which apply to you.

4. How we use your personal information

4.1 We only use your personal information in accordance our Privacy Policy. For details, please see our Privacy Policy. Please take the time to read it, as it includes important terms which apply to you.

5. How the contract is formed between you and us

5.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

5.2 After placing an order for Products, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy the relevant Products. All orders are subject to acceptance by us. The contract between you and us (for the purposes of this Condition 5, a "contract") will only be formed when (and if) we dispatch the Products to you.

5.3 The contract will relate only to those Products listed in the confirmation or which are physically dispatched to you. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed or undertaken.

5.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site as referred to in clause 10.5, we will inform you of this by e-mail. If you have already paid for the Products, we will refund you the full amount as soon as possible.

6. Our right to vary these terms

6.1 We may revise these Terms from time to time in the following circumstances:

6.1.1 Changes in how we accept payment from you; and

6.1.2 Changes in relevant laws and regulatory requirements.

6.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

7. Your consumer right of return and refund

This clause 7 only applies if you are a consumer. Please also read our Returns Policy.

7.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below in clause. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

7.2 Your legal right to cancel a Contract starts from the date you receive the Product Order Confirmation. If the Products have already been delivered to you, you have a period of 14

(fourteen) working days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.

7.3 To cancel a Contract, please contact us in writing to tell us by sending an e-mail to customer.services@boilerjuice.com or by calling us on 01480 775454. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you sent us the e-mail. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

7.4 You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible after the Products have been returned and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 7.3. If you returned the Products to us because they were faulty or mis-described, please see clause 7.5.

7.5 If you have returned the Products to us under this clause 7 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

7.6 We refund you to your 'tank account' or to the credit card or debit card used by you to pay.

7.7 If the Products were delivered to you:

7.7.1 You must return the Products to the Supplier, not to BoilerJuice, as soon as reasonably practicable;

7.7.2 Unless the Products are faulty or not as described (in this case, see clause 7.5), you will be responsible for the cost of returning the Products directly to the Supplier.

7.7.3 You have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

7.8 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Order Confirmation

7.9 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 7 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8. Delivery

8.1 Your order will be delivered to you directly by one of our suppliers (the "**Supplier**"). Delivery times may vary depending on the Products ordered. If you have any queries regarding your delivery please email us using our [Contact Form](#) or calling us on 01480 775454.

8.2 Delivery will be completed when the Supplier delivers the Products to the address you gave us.

8.3 The Products will be your responsibility from the completion of delivery.

8.4 You own the Products once we have received payment in full, including all applicable delivery charges.

9. No international delivery

9.1 Unfortunately, we do not deliver to addresses outside the UK.

10. Price of products and delivery charges

10.1 The prices of the Products will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause 10.5 for what happens in this event.

10.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with an Order Confirmation.

10.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

10.4 The price of a Product includes delivery charges.

10.5 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

11. How to pay

11.1 You can only pay for Products using a Mastercard or Visa debit card or credit card, or your pre-paid Tank Account.

11.2 Payment for the Products and all applicable delivery charges is in advance at the time of placing your order. The order will not be sent to the Supplier until payment has been made to BoilerJuice.

12. Our warranty for the Products

12.1 We provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 12.2.

12.2 The warranty in clause 12.1 does not apply to any defect in the Products arising from:

12.2.1 Fair wear and tear;

12.2.2 Wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;

12.2.3 If you fail to operate or use the Products in accordance with the user instructions; or

12.2.4 Any alteration or repair by you or by a third party who is not one of our authorised repairers.

12.3 If you are a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

13. Our liability if you are a business

This clause 13 only applies if you are a business customer.

13.1 We only supply the Products for internal use by your business, and you agree not to use the Product for any re-sale purposes.

13.2 Nothing in these Terms limit or exclude our liability for:

13.2.1 Death or personal injury caused by our negligence;

13.2.2 Fraud or fraudulent misrepresentation;

13.2.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

13.2.4 Defective products under the Consumer Protection Act 1987.

13.3 Subject to clause .2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

13.3.1 Any loss of profits, sales, business, or revenue;

13.3.2 Loss or corruption of data, information or software;

13.3.3 Loss of business opportunity;

13.3.4 Loss of anticipated savings;

13.3.5 Loss of goodwill; or

13.3.6 Any indirect or consequential loss.

13.4 Subject to clause .2 and clause .3, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.

13.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

14. Our liability if you are a consumer

This clause 14 only applies if you are a consumer.

14.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

14.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.3 We do not in any way exclude or limit our liability for:

14.3.1 Death or personal injury caused by our negligence;

14.3.2 Fraud or fraudulent misrepresentation;

14.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

14.3.4 Any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

14.3.5 Defective products under the Consumer Protection Act 1987.

15. Events outside our control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 15.2.

15.2 An "**Event Outside Our Control**" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

15.3.1 We will contact you as soon as reasonably possible to notify you; and

15.3.2 Our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

16. Communications between us

16.1 When we refer, in these Terms, to "in writing", this will include e-mail.

16.2 If you are a consumer:

16.2.1 To cancel a Contract in accordance with your legal right to do so as set out in clause 7, you must contact us in writing by sending an e-mail to customer.services@boilerjuice.com or by contacting our Customer Services telephone line on 01480 775454. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you sent us the e-mail. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

16.2.2 If you wish to contact us in writing for any other reason, you can send this to us by e-mail to customer.services@boilerjuice.com or by pre-paid post to Customer Services, BoilerJuice Limited, LDH House, St. Ives Business Park, Parsons Green, St. Ives, Cambs PE27 4AA. You can always contact us using our Customer Services telephone line 01480 775454.

16.2.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

16.2.4 If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 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. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17. Other important terms

17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of the warranty in clause 12 to the recipient of the gift without needing to ask our consent.

17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at clause 12, but we and you will not need their consent to cancel or make any changes to these Terms.

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

17.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

17.7 If you are a business, these Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

RETURNS PROCEDURE - BoilerJuice Shop Products

1.1 Cancellation and returns

1.1.1 You can cancel any orders and/or Contracts at any time prior to the Goods leaving our premises by telephoning us on 01480 775454 or by email to customer.services@boilerjuice.com.

1.2 Faulty Goods

1.2.1 We ask that you inspect the Goods upon receipt and if you identify any faults or issues then please let us know as soon as possible.

1.2.2 If a fault is found with the Goods you will be entitled to a replacement provided that, if the fault is one which would be reasonably obvious from a visual inspection of the Goods, this is brought to our attention within a reasonable time after delivery (for Business Customers you must notify us within 30 days from delivery). If a replacement is not available, you may be able to claim part or full refund of your money.

1.3 Non-Faulty Goods

1.3.1 If you purchased your Goods online, by telephone or online you may cancel a Contract at any time within fourteen (14) working days, beginning on the day after you received the Goods. In this case, you will receive a full refund of the price paid for the Goods in accordance with our returns policy below.

1.4 Return

1.4.1 We are happy to accept returned Goods in the following circumstances:

(a) when we have sent incorrect Goods (i.e. not what you ordered as shown on your order confirmation);

(b) when the Goods are faulty (and can be shown to be faulty within twelve (12) months of purchase) or

(c) when you cancel your contract with us as described in paragraph 1.3.1.

1.4.2 In the circumstances described above, we will refund the cost of all monies paid, including the cost of the postage you paid for us to deliver the Goods to you.

1.4.3 In all other circumstances if we accept the return of Goods then (in addition to any sums payable under Paragraph 1.3.2) you must pay our reasonable costs incurred in receiving and checking the Goods and the Goods are as fit for sale on their return as they were on delivery.

1.5 Return Process

1.5.1 If you wish to return any Goods in accordance with our returns procedure then please contact our customer service centre on 01480 775454 or email us at customer.services@boilerjuice.com to arrange return. Please quote your order reference number and give a description of the Goods you would like to return.

1.5.2 Please ensure that any Goods returned are (where possible) in their original packaging.

1.5.3 You have a legal responsibility to take reasonable care of the Goods when they are in your possession. If you fail to take reasonable care of the Goods then we may have a right of action against you for compensation.

1.5.4 Upon receipt of the Goods the product will be inspected and the agreed credit will be raised.

1.5.5 This returns procedure (and our Conditions) shall apply to any replacement Goods supplied by us.

1.5.6 Domestic Customers only: none of the terms and conditions within this Returns Procedure affect your legal rights as a consumer.

Please note, failure to follow the returns procedure may cause delay in your return, exchange or refund.