

BOILERJUICE LIMITED

TERMS AND CONDITIONS: BOILERJUICE SMART MONITOR

(including upgrades to the Connected Fuel Ordering Service)

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply the BoilerJuice Smart Monitor.

1.2 Why you should read them. Please read these terms carefully before you submit your order for the BoilerJuice Smart Monitor. These terms tell you who we are, how we will provide the BoilerJuice Smart Monitor service to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

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. Unless otherwise specified, each section of these terms apply to both consumers and business customers.

1.4 When these terms come into force. These terms come into force on 16th April 2025

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

1.5.1 **"BoilerJuice Smart Monitor"** means the fuel monitor unit we provide to you;

1.5.2 **"BoilerJuice Connected Services"** means the supply of the fuel monitoring services and the BoilerJuice Smart Monitor (as further described in section 5). As a BoilerJuice Smart Monitor customer, some of the features described in the BoilerJuice Connected Services are only available via an upgrade, such as the auto-ordering service (the **"Connected Fuel Ordering Service"**). As a BoilerJuice Smart Monitor customer, you have access to a complimentary 12-month period of subscription-free features. After 12 months, to maintain these features, a subscription fee will be required;

1.5.3 **"Connected Member"** – a person registered with us in order to benefit from the BoilerJuice Connected Services;

1.5.4 **"Connected Membership"** – your BoilerJuice Connected Services membership (as further described in section 3);

1.5.5 **Connected Membership Period:** The Connected Membership Period shall consist of an initial term of twelve (12) months, commencing on the Start Date. As a BoilerJuice Smart Monitor customer, this initial term can be terminated free of charge at any time.

Following the initial term, a subscription fee (the Connected Standing Charge) will become payable, and the Connected Membership Period will continue until cancelled by you in accordance with the process outlined in Section 9 below.

1.5.6 **“Connected Standing Charge”** the subscription fee set out on the Website, (only payable after the expiry of the initial term of the Connected Membership Period) for the supply of the BoilerJuice Connected Services to you;

1.5.7 **“Fuel”** means heating oil and/or red diesel;

1.5.8 **“Fuel Suppliers”** means the providers of the Fuel and **“ Fuel Supplier”** means one of them;

1.5.9 **“Fuel Supplier’s Terms”** means the terms applicable to the supply of Fuel to you by a Fuel Supplier and/or the operation of your Tank Account by your Nominated Fuel Supplier. These terms are available on our Website;

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

1.5.11 **“Nominated Fuel Supplier”** means the Fuel Supplier nominated by us from time to time as your nominated Fuel Supplier;

1.5.12 **“Renewal Date”** - the renewal date notified to you by us;

1.5.13 **“Start Date”** - the start date is the date on which these terms and conditions are accepted on the Website;

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

1.5.15 **“Website”** means www.boilerjuice.com and the BoilerJuice App.

1.5.16 **“BoilerJuice App”** means the BoilerJuice iOS and Android mobile applications and any BoilerJuice applications on any other mobile operating system from time to time

2. INFORMATION ABOUT US AND HOW TO CONTACT US

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

2.2 **How to contact us.** You can contact our customer service team in the manner indicated on the Contact Us page of the Website.

2.3 What we do. We own and operate the Website which we make available to customers to use to find and make orders for Fuel sold by the Fuel Suppliers. We also supply the BoilerJuice Smart Monitor and Connected Services.

2.4 Our relationship with the Fuel Suppliers. We act as the agent of each Fuel Supplier in administering the ordering process for Fuel on their behalf. If you upgrade to our Connected Service, we will place orders with the Fuel Suppliers on your behalf based on the information provided by the BoilerJuice Smart Monitor.

2.5 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.

2.6 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. CONNECTED MEMBERSHIP

3.1 You need to create an account to become a Connected Member . To become a Connected Member, you will need to create an account on the Website or by calling us and place your first order.

3.2 You must ensure that we have accurate information about you. You must provide accurate and complete registration information and keep that information up to date at all times.

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

3.4 We may disable your account. We may disable your account temporarily or permanently at any time if you fail to comply with any of these terms and conditions or if we consider there may be a security risk to your account.

3.5 Additional Fees. Schedule 1 sets out the applicable fees which you may be charged in the circumstances specified. The Fuel Supplier's Terms set out further detail about when these fees may be incurred. We may vary these fees in accordance with section 14.5.

4. OUR CONTRACT WITH YOU

4.1 When your contract for BoilerJuice Connected Services will start . Your contract with us for the BoilerJuice Connected Services will start when you click to agree that you accept these terms and conditions.

4.2 How long will the Connected Membership last. The contract for Connected Membership will last for the duration of the Connected Membership Period.

4.3 Renewal of your Connected Membership. Your Connected Membership may be extended on the Renewal Date. We will write to you at least 30 days before the Renewal Date to requesting the completion of a Direct Debit mandate for the purpose of collecting the Connected Standing Charge. We will also use this opportunity to notify you of any changes in the Connected Membership before the Renewal Date. You must complete the Direct Debit mandate, or provide an alternative payment, in order that your Connected Membership can be extended.

4.4 Subject to section 4.3 above, your Connected Membership will be extended. The contract will automatically extend, and your Connected Membership automatically renewed in future Renewal Dates unless you contact us before that date and ask us not to. You may cancel a renewal in accordance with the provisions of section 9.7. A valid Direct Debit mandate or alternative payment method must be in place in order that we may continue to provide the Connected Services.

5. THE BOILER JUICE CONNECTED SERVICES & THE BOILERJUICE SMART MONITOR

5.1 The BoilerJuice Connected Services are as described on the Website. As a BoilerJuice Smart Monitor customer, some of the features described in BoilerJuice Connected Services are only available via an upgrade. In summary, the BoilerJuice Connected Services include supply of the BoilerJuice Smart Monitor, access to monitoring data provided by the BoilerJuice Smart Monitor, via our App and/or Website and (subject to a product upgrade fee) remote monitoring of your Fuel usage by BoilerJuice and automatic re-ordering of Fuel on your behalf.

5.2 When we will provide the BoilerJuice Connected Services to you: Your BoilerJuice Smart Monitor will be despatched to you as soon as your order is processed. In order for you to begin using your BoilerJuice Smart Monitor, BoilerJuice will require certain information from you in relation to your tank shape, height and capacity. You will be asked for this information during the course of onboarding.

5.3 Installation of the BoilerJuice Smart Monitor: The BoilerJuice Smart Monitor will come equipped with a set of simple installation instructions enabling you install the BoilerJuice Smart Monitor yourself. If you are unable to install the BoilerJuice Smart Monitor yourself then please contact us and we can recommend a third-party company (the "Installer") to assist you. The Installer's terms and conditions will apply to the installation works and you will need to pay them an installation fee for installing the BoilerJuice Smart Monitor for you. We are not responsible for the services of the Installer.

5.4 BoilerJuice Smart Monitor Warranty BoilerJuice Smart Monitors purchased are warranted to be free from defects in material and workmanship under normal use and service for a period of 12 months from the date of original purchase ("Warranty Period"). If the BoilerJuice Monitor is determined to be defective within the Warranty Period, BoilerJuice will, at its sole discretion, repair or replace it with a new or refurbished unit, free of charge.

5.4.1 Warranty Conditions This warranty applies only to the original purchaser with an active Connected Membership and is non-transferable.

5.4.2 Exclusions and Limitations This warranty does not cover:

- Damage resulting from misuse, abuse, neglect, or improper maintenance
- Damage caused by unauthorized modifications, repairs, or alterations
- Cosmetic damage, such as scratches, dents, or discoloration
- Damage caused by external factors, including but not limited to accidents or acts of nature
- Damage caused by faulty installation by you or the Installer

5.5 We are not responsible where the BoilerJuice Smart Monitor fails to work correctly due to faulty installation. We will not be liable to you for delays or non-performance of the BoilerJuice Connected Services by us if it is caused by incorrect installation of the BoilerJuice Smart Monitor by you or the Installer.

5.6 Minor changes to the BoilerJuice Connected Services. We may change the BoilerJuice Connected Services to reflect changes in relevant laws and regulatory requirements for the BoilerJuice Connected Services or the BoilerJuice Smart Monitor. These changes will not affect the quality of the BoilerJuice Connected Services.

6. YOUR CONTRACT FOR THE SUPPLY OF FUEL IS WITH THE FUEL SUPPLIER

6.1 Your contract with the Fuel Supplier: If you chose to upgrade to our Connected Fuel Ordering Service, the contract for the sale of the Fuel is formed between you and the Fuel Supplier. **We are not a party to the contract for the sale of Fuel.**

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

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

6.3.1 If you chose to upgrade to our Connected Fuel Ordering Service you will also be entering into a contract with your Nominated Fuel Supplier on the

Fuel Supplier's Terms in relation to the operation by your Nominated Fuel Supplier of your Tank Account and, where applicable, the supply of Fuel to you by your Nominated Fuel Supplier. If you chose to upgrade to our Connected Fuel Ordering Service, please review the Fuel Supplier's Terms.

6.3.2 If you chose to upgrade to our Connected Fuel Ordering Service and your Nominated Fuel Supplier is not the cheapest Fuel Supplier at the time you place an order, the order may be fulfilled by another Fuel Supplier, in which case a contract on the Fuel Supplier's Terms for the supply of Fuel will be formed between you and such Fuel Supplier at the point you place the order .

6.4 Change of Nominated Fuel Supplier. If you chose to upgrade to our Connected Fuel Ordering Service, we reserve the right to change your Nominated Fuel Supplier from time to time if required, for example if the contract between us and your Nominated Fuel Supplier is cancelled for any reason, and will notify you of your new Nominated Fuel Supplier where applicable.

7. HOW YOU WILL PAY FOR THE FUEL if you chose to upgrade to our Connected Fuel Ordering Service:

7.1 Using your Tank Account. You will make monthly deposits into your Tank Account by Direct Debit or one-off payments by payment card or other methods listed on the Website. These amounts are held in your Tank Account by the Nominated Fuel Supplier on account of future orders of Fuel placed with the Nominated Fuel Supplier and will be used to pay for those orders. If there is not enough credit in your Tank Account to pay for an order the balance payable on that order has to be paid by you at the time of ordering by using your payment card or other methods listed on the Website.

7.2 Management of your Tank Account. We will procure that your Nominated Fuel Supplier operates your Tank Account in accordance with the following requirements:

7.2.1 payments made into your Tank Account will only be used to pay for Fuel that you have ordered and amounts otherwise due to your Nominated Fuel Supplier pursuant to the Fuel Supplier's Terms or due to another Fuel Supplier pursuant to your contract with that Fuel Supplier ;

7.2.2 if Fuel is supplied by a Fuel Supplier other than your Nominated Fuel Supplier in accordance with 6.3.2, your Nominated Fuel Supplier will refund you the cost of the relevant order, such refund being effected by the relevant amount being paid to the Fuel Supplier who fulfils the relevant order;

7.2.3 if you request to withdraw all or some of the funds held in your Tank Account, your Nominated Fuel Supplier will pay such sums to you.

8. PROVIDING THE BOILERJUICE CONNECTED SERVICES

8.1 Costs of the BoilerJuice Connected Services. The costs of the BoilerJuice Connected Services will be as displayed to you on the Website.

8.2 When we will provide the BoilerJuice Connected Services. During the order process we will let you know when we will start to provide the BoilerJuice Connected Services to you. We will also tell you during the order process when and how you can end the contract. We will supply the BoilerJuice Connected Services to you for the Connected Membership Period, and thereafter (subject to section 4.3) until you end the contract as described in section 9 or we end the contract by written notice to you as described in section 11.

8.3 We are not responsible for delays outside our control. If our supply of the BoilerJuice Connected Services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to

end the contract and receive a refund for any BoilerJuice Connected Services you have paid for but not received. If you have chosen to upgrade to our Connected Fuel Ordering Service, we will also procure that your Nominated Fuel Supplier pays to you all sums held in your Tank Account at the time the contract ends.

8.4 If you are not at home when the BoilerJuice Smart Monitor is delivered . If no one is available at your address to take delivery and the BoilerJuice Smart Monitor cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery.

8.5 If you do not re-arrange delivery. If you do not re-arrange delivery of the BoilerJuice Smart Monitor, we will contact you for further instructions and may charge you for any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and section 11.2 will apply.

8.6 If you do not allow us access to provide services. If you do not allow us access to your property to perform any services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and section 11.2 will apply.

8.7 When you become responsible for the BoilerJuice Smart Monitor. You are responsible for loss of or damage to the BoilerJuice Smart Monitor from the time we deliver the BoilerJuice Smart Monitor to the address you gave us.

8.8.1 The BoilerJuice Smart Monitor is owned by you, however the data feed will end when your Connected Membership ends.

8.9 What will happen if you do not give required information to us . We may need certain information about your tank from you so that we can supply the BoilerJuice Connected Services to you. If so, this will have been stated in the description of the BoilerJuice Connected Services on our Website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and section 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the BoilerJuice Connected Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8.10 Reasons we may suspend the supply of the BoilerJuice Connected Services to you . We may have to suspend the supply of the BoilerJuice Connected Services to:

8.10.1 deal with technical problems or make minor technical changes to the BoilerJuice Smart Monitor;

8.10.2 update the BoilerJuice Connected Services or BoilerJuice Smart Monitor to reflect changes in relevant laws and regulatory requirements;

8.10.3 make changes to the BoilerJuice Connected Services or BoilerJuice Smart Monitor as requested by you or notified by us to you (see section 8).

8.11 Your rights if we suspend the supply of the BoilerJuice Connected Services or BoilerJuice Smart Monitor . We will contact you in advance to tell you we will be suspending supply of the BoilerJuice Connected Services, unless the problem is urgent or an emergency. You may contact us to end the contract for the BoilerJuice Connected Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 1 month. If you end the contract after the initial period of 12 months and have paid the Connected Standing Charge, we will refund any sums you have paid in advance for the BoilerJuice Connected Services in respect of the period after you end the contract.

8.12 We may also suspend supply of the BoilerJuice Connected Services if you do not pay . After the initial term of the Connected Membership Period, if you do not pay us the Connected Standing Charge when you are supposed to (see section 14.3) and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend supply of the BoilerJuice Connected Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the BoilerJuice Connected Services. We will not suspend the BoilerJuice Connected Services where you dispute the unpaid invoice (see section 15).

9. YOUR RIGHTS TO END THE CONTRACT

9.1 You can always end your contract with us. Your rights when you end the contract will depend on how we are performing, when you decide to end the contract and whether you are a consumer or business customer.

9.2 Ending the contract because of something we have done or are going to do . If you are ending a contract for a reason set out at 9.2.1 to 9.2.4 below the contract will end immediately and we will refund you for any BoilerJuice Connected Services which have not been provided and you may also be entitled to compensation. The reasons are:

9.2.1 we have told you about an upcoming change to the BoilerJuice Connected Services or these terms which you do not agree to (see section 8);

9.2.2 there is a risk that supply of the BoilerJuice Connected Services may be significantly delayed because of events outside our control;

9.2.3 we have suspended supply of the BoilerJuice Connected Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 month; or

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

9.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013) . If you are a consumer then for most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

9.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of services, once these have been completed, even if the cancellation period is still running.

9.5 How long do consumers have to change their minds? You have 14 days after the day you accept these terms on the Website. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

9.6 Ending Connected Membership after the Renewal Date. You will also have the right to cancel any renewal of Connected Membership that you acquire for a period of 30 days after each Renewal Date.

10. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

10.1 Tell us you want to end the contract. To end the contract with us, please let us know by contacting our customer service team in the manner indicated on the Contact Us page of the Website.

10.5 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the BoilerJuice Connected Services that you have not received, by the method you used for payment. However, we may make deductions from the price, as described below.

10.6 When we may make deductions. We may deduct from any refund an amount for the supply of the BoilerJuice Connected Services for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

10.7 When your refund will be made. We will make any refunds due to you as soon as possible. Your refund will be made within 14 days of your telling us you have changed your mind.

11. OUR RIGHTS TO END THE CONTRACT

11.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

11.1.1 After the initial term of the Connected Membership Period, you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;

11.1.2 you do not, within a reasonable time of us asking for it, provide us with the tank information that is necessary for us to provide BoilerJuice Connected Services;

11.1.3 you do not, within a reasonable time, allow us to deliver the BoilerJuice Connected Services or BoilerJuice Smart Monitor to you; or

11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in section 11.1 above, we will refund any money you have paid in advance for BoilerJuice Connected Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11.3 **We may withdraw the BoilerJuice Connected Services.** We may write to you to let you know that we are going to stop providing the BoilerJuice Connected Services, the reasons for this may include us no longer having a relationship with a Fuel Supplier near you or because we are unable to communicate with your BoilerJuice Smart Monitor. We will let you know at least 1 month in advance of our stopping the supply of the BoilerJuice Connected Services and will refund any sums you have paid in advance for BoilerJuice Connected Services which will not be provided.

12. IF THERE IS A PROBLEM WITH THE BOILERJUICE CONNECTED SERVICES

How to tell us about problems . If you have any questions or complaints about the BoilerJuice Connected Services, please contact our customer service team in the manner indicated on the Contact Us page of the Website.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE BOILERJUICE CONNECTED SERVICES IF YOU ARE A CONSUMER

13.1 We are under a legal duty to supply services that are in conformity with the contract. See the box below for a summary of your key legal rights in relation to the BoilerJuice Connected Services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

For services, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also section 9.1.

14. PRICE AND PAYMENT

14.1 Where to find the price for the BoilerJuice Connected Services. The price of the BoilerJuice Connected Services (which includes VAT) will be the price indicated on the order pages of our Website when you placed your order. We will provide details of any change to the price prior to the Renewal Date.

14.2 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 BoilerJuice Connected Services, we will adjust the rate of VAT that you pay, unless you have already paid for the BoilerJuice Connected Services in full before the change in the rate of VAT takes effect.

14.3 When you must pay and how you must pay. Payment for the BoilerJuice Smart Monitor must be made with your order. After the end of the initial term of the Connected Membership Period, payment for ongoing Connected Services will be required. Please refer to our Website for important facts on the operation of your Direct Debit, if applicable. We will write to you at least 30 days before the Renewal Date to requesting the completion of a Direct Debit mandate for the purpose of collecting the Connected Standing Charge. You must complete the Direct Debit mandate, or provide alternative payment subject to availability, in order that your Connected Membership can be extended.

14.4 When a scheduled Direct Debit payment has been unsuccessful. The payment will be represented to the bank within 30 days of the failed payment date. Should the represented payment also fail, this will result in suspension of the auto-ordering service (if applicable) until payments are brought up to date. In this circumstance no responsibility of the auto-ordering service will be held by BoilerJuice.

14.5 Variations to the Schedule 2 fees. The fees set out in Schedule 2 are correct as at the date these terms come into force (see section 1.4), however we may vary these fees from time to time by notifying you in writing.

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

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

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

15.3 As we act as agent of the Fuel Supplier, once we have placed an order on your behalf (if you have upgraded to the Connected Fuel Ordering Service), we are not responsible for delays to or failure in the delivery of fuel whatever the cause of such delay or failure.

15.4 Events outside of our control. If performance of our obligations to you under this Contract is delayed or prevented by an event outside our control, then we will not be liable for the delay or failure to perform such obligations, but if there is a risk of substantial delay you may close your account with us and we will request your Nominated Fuel Supplier to pay to you all sums held in your Tank Account after completion of and payment for any outstanding orders for Fuel.

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

15.6 We are not liable for business losses. Subject to section 15.8, if you are a company or otherwise use any of our services other than as a consumer:

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

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

15.7 Our total liability to you for any claims. Subject to section 15.8, our total liability to you for any claims, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, arising out of or in connection with these terms shall be limited to a maximum aggregate amount not exceed the amount you have paid for the BoilerJuice Smart Monitor plus any Connected Standing Charge you have paid us in the 12 months prior to such liability arising.

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

15.8.1 death or personal injury caused by our negligence;

15.8.2 fraud or fraudulent misrepresentation; or

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

15. 9 IF YOU ARE A CONSUMER, NOTHING IN THIS CONTRACT WILL AFFECT YOUR LEGAL RIGHTS OR YOUR LEGAL REMEDIES. FOR DETAILED INFORMATION ABOUT YOUR LEGAL RIGHTS AND REMEDIES PLEASE CONTACT THE CITIZENS ADVICE BUREAU.

16. YOUR PERSONAL INFORMATION

How we will 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

17. OTHER IMPORTANT TERMS

17.1 We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.

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

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

17.4 If a court finds part of this Contract illegal, the rest will continue in force . Each of the paragraphs of these terms operates separately. If any court or relevant

authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 Even if we delay in enforcing this Contract, we can still enforce it later . If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the BoilerJuice Connected Services, we can still require you to make the payment at a later date.

17.6 Which laws apply to this Contract and where you may bring legal proceedings if you are a consumer . These terms are governed by English law and you can bring legal proceedings in respect of a breach of these terms in the English courts. If you live in Scotland you can bring legal proceedings in respect of a breach of these terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of a breach of these terms in either the Northern Irish or the English courts.

17.7 Which laws apply to this Contract and where you may bring legal proceedings if you are a business . If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

SCHEDULE 1**Schedule of Additional Supplier Fees**

Fuel Suppliers may charge the following additional fees under the Fuel Supplier's Terms:

UNDER DELIVERY AND MINIMUM ORDER FEES (inc. VAT)

Applicable to all orders

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

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

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

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

ABORTED/FAILED DELIVERY FEE (inc. VAT)

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

CANCELLATION FEE (inc. VAT)

Order cancellation fee **up to £40.00**

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