



# REGENCY OILS LTD

SUPPLYING FUELS AND LUBRICANTS SINCE 1957

Please return completed form to:

Regency Oils Ltd, 15 Marine Place, Buckie, Moray, AB56 1UT

email: office@regencyoils.co.uk • Tel: 01542 832327 • Freephone: 0800 838 500

FOR OFFICE USE:

A/C No: \_\_\_\_\_

Credit Limit: \_\_\_\_\_

A/c opened by: \_\_\_\_\_

Date Opened: \_\_\_\_\_

## REGENCY CUSTOMER ACCOUNT APPLICATION

Customers wishing to open a Customer Account Application are requested to complete all applicable sections, in block capitals.

A Direct Debit Form must also be completed and returned with this Application.

A Company Letterhead must also be enclosed with this Application.

Your first order must be paid in advance of delivery, before this Application will be processed.

Payment must be made in full before the 10<sup>th</sup> of the following month.

Please retain the attached Terms and Conditions for your records.

### Part One:

(to be completed by all applicants)

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_ Invoice Address: \_\_\_\_\_  
(if different)

\_\_\_\_\_  
\_\_\_\_\_

Postcode: \_\_\_\_\_ Postcode: \_\_\_\_\_

How long at this address: \_\_\_\_\_

If less than 3 years, please state previous address and postcode: \_\_\_\_\_

\_\_\_\_\_

Type of Customer: Public Ltd Company / Ltd Company / Partnership / Sole Trader / Domestic Use Only (please circle)

Email: \_\_\_\_\_ Tel No: \_\_\_\_\_

Name and Address of your Bank: \_\_\_\_\_

\_\_\_\_\_

Your Bank Account Number: \_\_\_\_\_ Your Bank Sort Code: \_\_\_\_\_

Please provide the name and address of two references (Trade references for Companies): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Monthly credit limit required: £ \_\_\_\_\_ Payment must be made by Direct Debit

## Part Two:

(to be completed by Public Ltd Companies/ Ltd Companies / Partnerships / Sole Traders only)

Contact Name: \_\_\_\_\_ No of Years Trading: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Please state names of two principal suppliers: \_\_\_\_\_

If Public Ltd Company/Limited Company please supply Company number: \_\_\_\_\_

If Public Ltd Company/Limited Company/ Partnership/ Sole Trader please supply VAT No: \_\_\_\_\_

If Sole Trader or Partnership please supply proprietor/ partners' full name(s) and address(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Managing Director/ Partner/ Owner: \_\_\_\_\_

Person responsible for payment: \_\_\_\_\_

Email Address to send invoices/statements: \_\_\_\_\_

## Part Three:

(to be completed by all applicants)

### PAYMENT

Direct Debit. Unless otherwise agreed in writing Direct Debits will be collected before the 10<sup>th</sup> of the following month after delivery.

### CREDIT LIMIT

In the event of goods being ordered, which would lead to your credit limit being exceeded, Regency Oils will require to raise an earlier collection to bring your account to the appropriate level. Under the direct Indemnity Rules we must give you five days notice of all collections, unless you expressly give us written authority to make an earlier collection, dispensing with this notice. If you are unable to do so then an alternative method of payment will be required, prior to any orders being released.

### LATE PAYMENT

Interest will be chargeable on all late payments in line with the late Payment Interest Act 1998.

### DATA PROTECTION ACT 2018 / GDPR Legislation 2018

Words shown in *italics* are defined in the Data Protection Act 2018 ("The Act") along with the GDPR Legislation 2018. Where I/We provide you with *personal* data ("data"), I/We understand that the data will be held securely, in confidence and *Processed* for the purpose of carrying out your fuel supply business and associated activities ("Activities"). In considering my/our application, I/We accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisation outside your business that you have nominated ("third parties"), and that such third parties may process the data I/We understand that under the Act I have a right to know what data you hold on me if I/We apply to you in writing and pay the applicable fee.

### YOUR DECLARATION

I/We confirm that I/we have read and accept the terms and conditions. I/We understand that Regency Oils shall not be obliged to accept this application nor give any reason for refusing the same, nor enter into any correspondence in regard thereto. I/We confirm that all information given in this application, is in all respects true and accurate.

Signature: \_\_\_\_\_ Name in Block Capitals: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

# REGENCY OILS LTD

## TERMS & CONDITIONS OF SALE (“CONDITIONS”)

These Conditions form the basis of the contract that will govern our dealings with you. They apply to the supply of Goods (and Services) to Business Customers (as defined) and Domestic Customers (as defined). Please read the definitions below carefully to identify on what basis you are contracting with us. If you are unsure then ask us. Some conditions will apply just to Business Customers and some just to Domestic Customers and these are clearly marked as such. If a Condition is silent on this subject, then it applies equally to both.

“Business Customer” any customer that is ordering or receiving Goods (and Services) whilst acting in the course of his trade, business, craft or profession.

“Domestic Customer” any customer that is acting as a ‘consumer’ that is a natural person who is not acting in the course of his trade, business, craft or profession. If you are buying heating fuels for your home then you are likely to be a Domestic Customer.

1. The seller does not accept responsibility for the dipping, checking or testing of Buyers’ tanks. This, together with the obligation to see that the driver couples up with the correct feed on Buyers’ tank, rests entirely upon Buyers. With the exception of pre-heated oils, the volume of every delivery shall be gauged by the dip rod of the Seller’s tank wagon, the Seller’s reading of which shall be conclusive and binding upon both parties.
2. Aviation and motor fuels contain, or may contain, lead and are to be used only as fuels in an engine and every precaution must be taken to avoid spilling. Prolonged contact with hydrocarbon products may cause skin disease. Buyers must ensure that proper precautions are taken by those likely to come into contact with such oils, and should take medical advice thereon.
3. It is a condition of sale of any Motor Fuel or other petroleum product by the Seller that the Buyers will strictly observe all the conditions of the Petroleum Storage Licence and that they will not permit smoking or naked lights nor electric or gas fires or radiators near to a tank or inlet pipe into which a delivery of Motor Fuel or other petroleum product is being made, or a vent pipe connected to such a tank and will indemnify the Seller against any damage claims or cost arising out of breach of this clause. Furthermore, the Buyers shall be responsible for ensuring that the storage into which the delivery is to be made will accommodate the full quantity ordered.
4. Forward orders are accepted only on the understanding that the sale price ruling the date of delivery governs the order.
5. Acceptance of Motor Fuel or other petroleum product will be treated as an acceptance of these conditions. The seller shall be at liberty to stop further deliveries under accepted or partially completed orders if the Buyer fails to adhere to these conditions.
6. Should any tax duty or other increase be added now or hereafter to the price of any product to which this invoice refers as a result of war or international dispute or request of H.M. Government or any other national authority, the Buyers agree to pay the amount of such tax duty or increase.
7. The Seller shall not be responsible for any failure to make deliveries if fulfilment has been delayed, hindered or prevented by any circumstances whatsoever which is not within the Seller’s immediate control (including without limiting the generality of the foregoing labour difficulties of any sort compliance with any order or request of any national provincial port or other public authority or of any person purporting to act for such authority and failure of the Seller’s existing or contemplated sources of supply) and if by any such circumstances the Seller is at any time delayed or hindered in delivering or prevented from delivering the full quantity of the products which the Seller is under contract with any other person or persons to deliver at that time the Seller shall be at liberty to withhold, reduce or suspend deliveries to the Buyer to such extent as the Seller in its absolute discretion may think fit. The Seller liability in respect of any delivery shall not extend to any consequential damages whether direct or indirect or howsoever caused.
8. Unless otherwise notified to you, you will pay each of our invoices ( in respect) of the relevant Charges and and Additional Charges) before the 10<sup>th</sup> of the following month after delivery. However we may require you to pay the Charges in advance at the time you place the relevant order (and any Additional Charges in accordance with the payments terms set out in this condition). Failure to pay may result in your name, address and accounting information being entered onto a central register of defaulters, for the purpose of notifying other fuel oil suppliers, and this may affect your ability to obtain future supplies.
9. Business Customers only: if we require (further) security from you in connection with the performance and discharge of your obligations under any Contract or for any other reason we consider reasonable then you will use your best endeavours to ensure that any additional security we require (including a third party guarantee) is promptly provided.
10. Motor Fuel supplied against this invoice is sold exclusively for the Buyer’s own use and it is a condition of sale that Motor Fuel or any other petroleum product sold to commercial customers be not resold, transferred or disposed of to any other party, private or commercial.
11. **Data Protection/ GDPR 2018**  
When providing the Goods to the Buyer, the Seller may gain access to and/or acquire the ability to transfer, store or process personal data of the Buyer.

The parties agree that where such processing of personal data takes place, the Buyer shall be “data controller” and the Seller shall be the “data Processor” as defined in the General Data Protection Regulations (GDPR) as may be amended, extended and/or renated from time to time.

For the avoidance of doubt “Personal Data”, “Data Processor” and “Data Subject” shall have the same meaning as in the GDPR.

The Seller shall only process personal data to the extent reasonably required to enable it to provide the Goods as mentioned in these Terms and Conditions or as requested by and agreed with the Buyer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party’s purpose.

The Seller shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict “need-to-know” basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.

The Seller shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Seller on behalf of the Buyer. Further information about the Seller’s approach to data protection are specified in its Data Protection Policy, which can be obtained from [office@regencyoils.co.uk](mailto:office@regencyoils.co.uk). For any enquiries or complaints regarding data privacy, please contact [office@regencyoils.co.uk](mailto:office@regencyoils.co.uk).

12. We will provide you with details of our Financiers on request, including a contact telephone number, if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. Individuals have a legal right to these details. You can also obtain a copy of the information they hold about you if an application is made to them in writing. However a fee will be payable.

**13. Risk and Title**

Risk in the products shall pass to the Buyers on delivery to the Buyers or their agents, but title to the products shall remain in the company either until payment therefore has been received by the company, whereupon title there shall pass to the Buyers, or (in relation to any part of the products which is used or consumed by the Buyers for the purpose of their business before payment therefore is received by the company) until immediately prior to such use or consumption, whereupon title to that part of products shall pass to the Buyers.

**14. Website Delivery Times:**

TOP PRIORITY – UP TO 2 WORKING DAYS

Please allow up to 2 working days for your oil delivery.

NORMAL STANDARD – UP TO 5 WORKING DAYS

Please allow up to 5 working days for your oil delivery

OUR BEST WEB PRICE – UP TO 7 WORKING DAYS

Please allow up to 7 working days for your oil delivery

Please note that in certain circumstances, such as extreme weather and other events out with our control, your delivery could be delayed, so these times are not guaranteed.

Please note that you must place your order before 3pm, for your delivery timeframe to begin on the next working day.

If you order between 3pm on a Friday and midnight on a Sunday, the first working day will be Tuesday.

Bank holidays and public holidays are excluded from working days.

**15. Cancellation and Refund Policy**

Once a transaction has been made we are unable to accept any cancellations or process refunds.