

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 10th 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. For any enquiries or complaints regarding data privacy, please contact 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.