



Terms & Conditions for Heating Services and related Products

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Rix Heating Services Limited
2 Humber Quays
Wellington Street West
Hull
HU1 2BN

Telephone 01482 22 22 50
Email maintenance@rix.co.uk

Visit www.rix.co.uk

TERMS AND CONDITIONS

Heating Services and related Products

Your attention is in particular drawn to the provisions of Condition 14.

If you are a Consumer, nothing in these Conditions affects your statutory rights.

The following Terms and Conditions (the **Conditions**) set out how we will work together to provide Products and/or Services to You. As these are legal conditions it is important that you read and understand the Conditions before you submit your order to us. In particular, please read carefully the provisions of Condition 14.3 if You are a Consumer and Condition 14.4 if you are a Business, before entering into any Contract with us. If you are uncertain as to your rights under these Conditions, or you would like any explanation about them You should:

- **write to us** at 2 Humber Quays, Wellington Street West, Hull, HU1 2BN;
- **telephone** 0800 542 4207; or
- **email us** at maintenance@rix.co.uk.

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 or in accordance with Condition 19.1.2.

You should only enter into a Contract with us if you wish to be bound by these Conditions.

The Conditions which apply to You depend on whether you are a Consumer or a Business and are marked accordingly

1. Definitions and Interpretation

1.1 In these Conditions the following words have the following meanings:

Approved Credit Account: means a credit account agreed in writing between You and Us;

Business: You are a business where You intend to resell any of the Products supplied to You by Us or Your use of the Products and/or Services does not fall under the definition of Personal Use;

Change of Control: a change of control occurs if a person who controls a body corporate (by way of voting rights, holding of shares, or powers conferred by the articles of association or shareholders' agreement(s)) ceases to do so (save in the case of a bona fide reconstruction or amalgamation);

Contract: means the contract between You and Us for the sale and purchase of the Products and Services, which is subject to these Conditions;

Consumer: You are a consumer if You are an individual acting for purposes that are wholly or mainly outside of Your trade, business, craft or profession;

Data Protection Legislation: means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);

Event Beyond Our Reasonable Control: means any of the events contained in Condition 17;

Enquiry Form: means either the online purchase form on Our Website or phone contact or email which can be used to place orders for the Products and/or Services online;

Personal Use: means any use which is not in connection with a company, business, trade, craft or profession and which does not have, as its primary or secondary objective, the creation of profit (notwithstanding the fact that profit may not actually be created);

Products: means any products agreed in the Contract to be supplied to You by Us, such as, but not limited to tanks for storing either fuel or water or adblue and/or any products relating to the supply of fuel and any other ancillary products relating to the supply of boilers and/or oil fired heating equipment;

Services: means any services agreed in the Contract to be supplied to You by Us, which may include, but are not limited to installation and boiler services;

We, Us, Our: means the company who agrees to sell the Products and/or Services

to You and with whom You will have a Contract as determined by Condition 2;

Website: means www.rix.co.uk;

Working Day: means any day other than a Saturday, Sunday or a public holiday in the United Kingdom;

You, Your, Yourself: means the Consumer or Business who enters into the Contract to purchase the Products and/or Services from Us.

2. Our Identity

2.1 The company You will have a Contract with will depend on where You live (if You are a Consumer) or where Your head office is based (if You are a Business) as follows:

2.1.1 if Your head office is based or You live in Scotland Your Contract will be with Rix Petroleum (Scotland) Ltd, Meridian Street, Montrose, Angus, DD10 8DS. Tel: 01674 689150; Email: montrose@rix.co.uk;

2.1.2 if Your head office is based or You live in East Anglia Your Contract will be with Rix Petroleum (East Anglia) Ltd, The Fuel Depot, 5 Fortress Road, Snetterton, Norwich, NR16 2FG. Tel: 01953 469701; Email: eastanglia@rix.co.uk;

2.1.3 if Your head office is based or You live in the Midlands Your Contract will be with Rix Petroleum (Midlands) Ltd, Station Road, Coleshill, Birmingham, North Warwickshire. B46 1JQ. Tel: 01675 437557; Email: midlands@rix.co.uk;

2.1.4 if Your head office is based or You live in Shropshire, Cheshire, Staffordshire, Clwyd and Gwynedd areas Your Contract will be with Rix Petroleum (Mercia) Ltd, The Oil Depot, Halesfield 19, Telford, Shropshire, TF7 4QT. Tel: 01630 654466; Email: merciam@rix.co.uk;

2.1.5 if Your head office is based or You live in the Spalding area Your Contract will be with Rix Petroleum (Spalding) Ltd, Welland Business Park, Clay Lake, Spalding, Lincolnshire, PE12 6BL. Tel: 01775 739578; E-mail: spalding@rix.co.uk;

2.1.6 in all other cases Your Contract will be with Rix Heating Services Limited, 2 Humber Quays, Wellington Street West, Hull, HU1 2BN. Tel: 01482

- 2.2 If You are a Consumer We will notify You which of the above companies Your Contract is with.

3. Application of Terms

- 3.1 If You are a Consumer, We intend to rely on these Conditions and the order You place with Us to purchase the Products and/or Services. If you require any changes, please make sure you ask for them to be put in writing. This can help avoid any problems about what you expect from us and what we expect from you.
- 3.2 If You are a Business, these Conditions constitute the entire agreement between You and Us in relation to Your purchase of Products and Services. By entering into a Contract with Us You agree that no other terms or conditions will apply to this Contract (including any terms or conditions You attempt to apply under any purchase order, confirmation of order, specification, Your standard terms and conditions of purchase or other document).
- 3.3 Please do not rely on promises or claims which are not confirmed in writing or which are made by anyone other than Our authorised agents. Nothing in this Condition 3 shall exclude or limit Our liability for fraudulent misrepresentation (false statements which We make knowingly or recklessly).
- 3.4 If You are a Business, no promises or claims which are not confirmed in writing or which are made by anyone other than Our authorised agents will form part of the Contract. By entering into a Contract with Us You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in these Conditions and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this condition shall exclude or limit Our liability for fraudulent misrepresentation (false statements which We make knowingly or recklessly).
- 3.5 If You are a Business, any variation to these Conditions and any representations about the Products and/or Services shall have no effect unless expressly agreed in writing and signed by Our authorised representative (save for the Conditions implied by section 12 of the Sales of Goods Act 1979).

4. Placing an Order

- 4.1 If You wish to place an order with Us to purchase Products and/or Services You should:
- 4.1.1 **telephone** 0800 542 4207 or 01482 222250 or your local office and place Your order over the telephone; or
 - 4.1.2 **write to** Rix Heating Services Limited, 2 Humber Quays, Wellington Street West, Hull, HU1 or Your local office; or
 - 4.1.3 **complete** an Enquiry Form; or
 - 4.1.4 **speak to** one of Our authorised representatives in person and place Your order with them; or
 - 4.1.5 **email:** maintenance@rix.co.uk;
 - 4.1.6 **social media** as may be connected to You.
- 4.2 Any order You place will be regarded as a contractual offer by You to purchase the Products and/or Services subject to these Conditions. No order placed by You shall be accepted by Us until We acknowledge Your order and indicate that it has been accepted (either orally or in writing) or, if earlier, We deliver the Products and/or supply the Services to You.
- 4.3 If You place Your order online, upon receipt of Your Enquiry Form and if We accept Your order, We will email You confirming our acceptance, at which point a legal contract will come into existence between You and Us (and will be included in the definition of 'Contract' in these Conditions. Any purported acceptance to purchase Products and/or Services from Us will be characterised as an offer to Us and no Contract will exist between You and Us until We accept such offer.
- 4.4 We reserve the right to refuse an order if We feel it necessary and We will inform you of this. This could be because, but is not limited to:
- 4.4.1 the Product You ordered is out of stock;
 - 4.4.2 there are limits on Our resources which We could not reasonably plan for;
 - 4.4.3 a credit reference We have obtained for You does not meet our minimum

requirements;

- 4.4.4 We have tried to gain access to Your premises and this has not been possible for any reason or does not comply with any applicable law or safety standards;
 - 4.4.5 We have identified an error in the price or description of the Product;
 - 4.4.6 We are unable to meet a delivery deadline You have specified;
 - 4.4.7 You have not provided a safe or suitable area for either delivery or the supply of the Services or access not possible, is unsafe or dangerous;
- 4.5 It is, in Our reasonable opinion, impossible or unlikely that We will be able to deliver the Products and/or supply the Services to You, or it will be unduly onerous to do so, due to the occurrence or likely occurrence of one of the events referred to in Condition 17 (an Event Beyond Our Reasonable Control). You must ensure that any order You place and any applicable specification(s) are complete and accurate and that You indicate accurately the place of delivery when You place Your order.

5. Description

- 5.1 The quantity and type of the Products and/or Services which will meet any British Standards and any applicable manufacturer's specification in respect of that Product.
- 5.2 The description of any Services shall be as set out in any written correspondence between You and Us such as Our quotation, email or verbal conversation and acknowledgement of your Order or, in the absence of any such written correspondence, as agreed between Us.
- 5.3 All samples, drawings, descriptive matter, specifications and advertising issued by Us and any descriptions or illustrations contained on Our website or in Our catalogues or brochures are issued or published for the sole purpose of giving You an approximate idea of the Products and/or Services referred to in them. If You are a Business, any samples that may be provided to You shall not form part of the Contract and shall have no contractual force and any Products and/or Services We sell to You pursuant to these Conditions is not a sale by sample. If You are a Consumer and samples have been provided to You and You subsequently enter into a Contract with Us to purchase the Products and/or Services which correspond to the samples provided, You have the right to receive Products and/or Services which match (so far as the

law requires) the samples seen or examined by You.

- 5.4 If You are a Business, to the extent that the Products and/or Services are to be manufactured or purchased by Us or, in the case of Services, provided in accordance with your instructions in pursuance of fulfilling an order placed by You in accordance with a specification or instructions supplied by You, You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Us which arise as a result of the specification or instructions being inaccurate or incomplete or misleading. This Condition 5.4 shall survive termination of the Contract.
- 5.5 Practical logistics and the nature of the Products and/or Services may mean that We cannot always deliver exact quantities of the Products and Services. Therefore, if We deliver up to 5% more or less than the quantity ordered, You may not object to or reject the Products and/or Services as a result of the surplus or shortfall and You shall pay for such Products and/or Services at the Contract rate (or as specified in any amendments to the Contract which are agreed between You and Us).
- 5.6 We will begin the Products and/or Services on the date set out in the order or on the date agreed with you during the order process. The estimated completion date for the Services is as told to you during the order process.
- 5.7 If you do not allow us access to provide the Services and/or if you do not allow us access to your property to perform the 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.

6. Cancellation by You

- 6.1 If You are a Business and You wish to cancel or vary an order, the following Conditions will apply:
- 6.1.1 you may not cancel or vary an order unless this is agreed by Us or Our authorised representative in writing;
- 6.1.2 if We agree that You may cancel or vary an Order You will indemnify Us in full and on demand against any costs, losses, damages, proceedings, claims or expenses whatsoever suffered by Us arising out of or in

connection with any such cancellation or variation;

6.1.3 if We accept Your cancellation or variation of only part of an order, the Contract between You and Us will remain in full force and effect;

6.1.4 if We accept Your cancellation of the entirety of an order, this will bring the Contract between You and Us to an end and any provision of the Contract or these Conditions that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect

6.1.5 if You cancel the entirety or part of Your order before We have delivered the Products to You, We shall be entitled to make a delivery charge in respect of any costs of aborted delivery and in respect of a cost charge We may incur if We are not able to provide the Services because We are not given access and this costs charge shall be £35.00 which represents our costs for attendance;

6.2 If You are a Consumer and You wish to cancel or vary an order, the following Conditions will apply:

6.2.1 where delivery of the Products to You or the Supply of Services to You has already begun, or the Products and/or Services have been delivered, You do not have any right to cancel or vary Your order or change Your mind in respect of the Contract (at law) under the Consumer Contracts Regulations 2013 because the nature of the Products and/or Services is such that they are likely to be bespoke;

6.2.2 if You wish to cancel or vary Your order before delivery of the Products and/or Services to You has begun, please telephone 0800 542 42075 or 01482 222250 or Your local office number and We will allow You to cancel or vary the order if We have not incurred any delivery costs and/or supply time or costs at the date You telephone Us;

6.2.3 We will provide written or verbal confirmation to You within 7 Working Days that Your order has been cancelled by You or confirming the details of the variation You have requested;

6.2.4 if We accept Your cancellation or variation of only part of an order, the Contract between You and Us will remain in full force and effect;

6.2.5 if We accept Your cancellation of the entirety of an order, this will bring the Contract between You and Us to an end and any provision of the Contract or these Conditions that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

6.3 You may not cancel any order where you have ordered Products that are bespoke to You and Clause 6.2 above shall not apply.

7. Cancellation by Us

7.1 All orders are accepted subject to the provisions of Condition 4.4. Where we accept Your order but We subsequently become aware that any of the circumstances in Condition 4.4 have occurred (or is likely to occur), then We reserve the right to cancel or vary part or the entirety of Your order and We will inform you of this in writing within 21 Working Days prior to delivery.

7.2 Where You are a Consumer and We cancel Your order in accordance with Condition 7.1 (and for the avoidance of doubt, this does not include "vary"), We will refund all payments which We have received from You within 28 days. We will reimburse You using the same means of payment as You used to pay for the Products and/or the supply of Services under the Contract unless You have paid by BACS transfer in which case We will refund you by cheque.

7.3 Where You are a Business and We cancel Your order in accordance with Condition 7.1 (and for the avoidance of doubt, this does not include "vary"), We will refund all payments which We have received from You within 28 days.

7.4 If You are a Business, the following Conditions apply where We have cancelled Your order pursuant to Condition 7.1 and the process of delivery of the Products and/or the supply of Services to You has begun but the Products and/or Services have not yet actually been delivered or supplied.

8. Delivery of Products and supply of Services

8.1 Delivery of the Products and/or supply of the Services shall take place at the address You specify when You place Your order, unless We agree otherwise with You in writing.

8.2 If You are a Business You shall take delivery of the Products and/or supply the

Services at any time when Your premises are open for business and at any time outside such opening hours if We have both agreed in writing that delivery may be outside such opening hours.

8.3 If You are a Consumer, We will deliver the Products and/or supply the Services as soon as possible after Your order has been received, at a time we both agree in writing (the **Agreed Period**). If We are not able to deliver the Products and/or Services within the Agreed Period and any of the following circumstances apply, You may change Your mind and cancel the Contract and We will refund any money You have paid to Us within 28 Working Days:

8.3.1 we have refused to deliver the Products and/or supply the Services (excluding where we have been unable to deliver the Products and/or supply the Services because You have failed to comply with any of the requirements in Condition 9 and it is, in Our opinion, unsafe to deliver the Products and/or supply the Services because of this failure);

8.3.2 delivery of the Products and/or supply of the Services within the Agreed Period is essential in the circumstances; or

8.3.3 You informed Us before the Contract was entered into that delivery of the Products and/or supply of the Services within the Agreed Period was essential.

8.4 If You are a Consumer, where none of the three circumstances in Condition 8.3 apply, We will contact You to agree an alternative date for delivery or supply with You and You may specify a new delivery date that is appropriate in the circumstances. If the Products are not delivered and/or the Services are not supplied within this time period then You can change Your mind and cancel the Contract and We will refund any money You have paid to Us within 28 Working Days. If You do not change Your mind, We will endeavour to deliver the Products and/or supply the Services as soon as possible.

8.5 If You are a Business, any dates specified by Us for delivery of the Products and/or supply of Services are intended to be an estimate and time for delivery and/or supply shall not be of the essence. If no dates are specified, delivery shall be within a reasonable time.

8.6 If You are a Business, subject to the other provisions of these Conditions We shall

not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill or other losses), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products and/or supply of the Services (even if caused by Our negligence), nor shall any delay entitle You to terminate or rescind the Contract unless such delay exceeds 60 days or 180 days.

- 8.7 If You are a Business, if for any reason You fail to accept delivery or supply of any of the Products and/or Services when they are ready for delivery or supply , or We are unable to deliver the Products and/or Services on time because You have not provided appropriate instructions, documents, licences, authorisations or access, or because You have failed to comply with any of the requirements in Condition 9 and it is, in Our opinion, unsafe to deliver the Products and/or supply the Services because of this failure:

8.7.1 risk in the Products shall pass to You (including for loss or damage caused by Our negligence);

8.7.2 the Products shall be deemed to have been delivered and/or the Services supplied;

8.7.3 we may store the Products until delivery, whereupon You shall be liable for all related costs and expenses (including, without limitation, storage and insurance);or

8.7.4 we may resell the Products and/or the time slots for the Services in accordance with Condition 10.9.

- 8.8 If You are a Consumer, if for any reason You fail to accept delivery of any of the Products and/or Services when they are ready for delivery and/or supply, or We are unable to deliver the Products and/or Services on time because You have not provided appropriate instructions, documents, licences, authorisations or access, or because You have failed to comply with any of the requirements in Condition 9 and it is, in Our opinion, unsafe to deliver the Products and/or Services because of this failure, We may:

8.8.1 store the Products until delivery, whereupon You shall be liable for all related costs and expenses (including, without limitation, storage and insurance); or

- 8.8.2 resell the Products and/or the time slots for the Services in accordance with Condition 10.5.
- 8.9 We may deliver the Products and/or Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. If You are a Business, no cancellation or termination of any one Contract (howsoever arising) relating to an instalment shall entitle You to repudiate or cancel any other Contract or instalment.
- 8.10 If Our supply of the Products and/or Services is delayed due to any of the reasons contained in Condition 17 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. If You are a Consumer and there is a material risk of substantial delay or substantial delay occurs, You may contact Us to end the contract and receive a refund for any Products and/or Services You have paid for but not received which will be paid in accordance with Condition 7.2.

9. Your Responsibilities

- 9.1 You must:
- 9.1.1 accurately indicate the place of delivery of the Products and/or the place for the supply of the Services and clearly notify Us of any special instructions or hazards (and in particular, anything that is likely to fall under Conditions 4.4 when You place Your order or provide this information before the process of delivery and/or supply begins;
 - 9.1.2 provide reasonable and safe access and working conditions and environment for Our or Our agent's vehicles, employees and agents;
 - 9.1.3 ensure that if, to effect delivery, Our vehicle is required to leave public roads, the surface of any drive, access road or similar (and any man-lids or ducts) is capable of accepting any of our delivery vehicles.
 - 9.1.4 ensure that Your equipment, pipe work, electricity supply, devices and premises are sound, operational, safe, in good working order, suitable for the Products and/or Services and will not cause a safety hazard, comply with applicable laws and will accommodate and allow the Products and/or Services to be supplied as ordered;

- 9.1.5 provide at the delivery point of the Products and/or the supply of Services at Your expense relevant, adequate, safe and appropriate assistance, equipment, facilities, supplies and access for Our employees, agents or Our agent's employees in accordance with the demands of applicable legislation, as We shall reasonably require and as required to allow Our employees or agents or Our agent's employees to operate safely;
 - 9.1.6 ensure that where electric or other forms of controlled gates which are present at Your property, they do not close on Our delivery vehicle or its equipment and that they will be opened to provide access.
- 9.2 If You are a Consumer, We cannot accept responsibility for any damage caused resulting from Your failure to comply with any of the provisions of this Condition 9.
- 9.3 If You are a Business, You will fully indemnify Us and pay on demand for any costs, losses, damages, proceedings, claims or expenses whatsoever suffered by Us arising out of or in connection with any breach by You of any of the provisions of this Condition 9, including, but not limited to, loss of profits, depletion of goodwill, legal and other professional fees and expenses, the costs and expenses of investigating and defending any such claims and any costs incurred by Us in remediating any spillages or contamination caused by Us.

10. Risk/Title

- 10.1 If You are a Business, the Products are at Your risk from the time the process of delivery begins or on deemed delivery of the Products to You in accordance with Condition 8.7.2 where you have failed to take delivery for any of the reasons contained in Condition 8.7.
- 10.2 If You are a Consumer, the Products are at Your risk from the time the Products come into either:
- 10.2.1 your physical possession; or
 - 10.2.2 the physical possession of a person identified by You to Us who shall take possession.
- 10.3 If You are a Consumer We shall retain ownership of the Products until You have finished paying for them in full (in cash or cleared funds).

- 10.4 If You are a Consumer and We have delivered the Products to You before ownership has passed to You pursuant to Condition 10.3, You shall:
- 10.4.1 hold the Products on Our behalf; and
 - 10.4.2 keep the Products in satisfactory condition.
- 10.5 If You are a Consumer and before ownership has passed to You, You fail to pay for the Products on time, or You become subject to any of the events listed in Condition 18 (which apply to Consumers), or one of the circumstances in Condition 8.8 occurs:
- 10.5.1 we will give notice to You either orally or in writing requesting payment and advising You of Our intention to resell the Products and that if payment is not made within a reasonable time;
 - 10.5.2 if You do not pay to Us in full (in cash or cleared funds) the outstanding amounts due in relation to the Products within the amount of time contained in the notice We give to You in accordance with Condition 10.5.1, We will retrieve the Products (and shall charge the costs of this process to You at Our current hourly rate) and shall be entitled to resell them;
 - 10.5.3 we will provide reasonable notice to You that You must make available the Products for retrieval by Us and allow Us to collect the Products from You (and enter Your premises if necessary for this purpose);
 - 10.5.4 upon retrieval of the Products by Us, the Contract between Us and You shall be rescinded but without prejudice to any claim We may have against You for damages (howsoever arising).
- 10.6 If You are a Business, full legal, beneficial and equitable title to and property in the Products will not pass to You until We have received in full (in cash or cleared funds) all sums due to Us in respect of:
- 10.6.1 the Products; and
 - 10.6.2 all other sums which are or which become due to Us from You on any account or under any Contract that You have with Us.
- 10.7 If You are a business, until full legal, beneficial and equitable title to and property in the Products has passed to You, You shall:

- 10.7.1 hold the Products on a fiduciary basis as Our bailee and deliver the same up to Us on demand (except where the Products have been resold in accordance with Condition 10.8);
 - 10.7.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products which indicate that the Products have been supplied to You by Us;
 - 10.7.3 attach to the Products or anything used to contain the Products (as the case may be) a notice identifying (in a sufficiently visible manner) the Products as Our property if no identifying mark or packaging is present pursuant to Condition 10.7.2;
 - 10.7.4 maintain the Products as wholly separate from any other goods held by You, such that they remain readily identifiable as Our property; and
 - 10.7.5 maintain the Products in satisfactory condition and keep them insured on Our behalf for their full price against all risks to Our reasonable satisfaction. On request, You shall produce the policy of insurance to Us.
- 10.8 If You are a Business (and subject to Condition 10.9), You may resell the Products before ownership has passed to You or use the Products in the ordinary course of Your business. However, if you resell the Products before that time:
- 10.8.1 any sale shall be effected in the ordinary course of Your business at full market value; and
 - 10.8.2 any such sale shall be a sale of Our property on Your behalf and You shall deal as principal when making such a sale and not as Our agent.
- 10.9 If You are a Business, and before title passes to You, You fail to pay for the Products on time, or You become subject to any of the events listed in Condition 18 (which apply to Businesses), or one of the circumstances in Condition 8.7 occurs then, without limiting any other right or remedy We may have (howsoever arising):
- 10.9.1 your right to possession of the Products shall terminate immediately;
 - 10.9.2 your right to resell the Products or use them in the ordinary course of business shall terminate immediately; and
- (a) we may at any time:

- (i) require You to deliver up all Products in Your possession that have not already been resold, or irrevocably incorporated into another product; or
- (ii) enter any of Your premises at any time (with or without vehicles) where the Products are or may be stored in order to recover them.

10.10 We shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from Us.

10.11 If You are a Business, You grant Us, Our agents and employees an irrevocable licence during reasonable hours to enter any premises (with or without vehicles) where the Products are or may be stored in order to inspect them.

10.12 Where Your right to possession has terminated, under any of the provisions contained in these Conditions, We shall be entitled to repossess and recover them in accordance with Condition 10.9.2(a) (or in the event of such Product being indistinguishable, to take possession of a product of a like quality and quantity) and dispose of the Products so as to discharge any sums owed to Us by You under this or any contract.

10.13 If You are a business, where We are unable to determine whether any Products are Products in respect of which Your right to possession has terminated, You shall be deemed to have sold all products of the kind sold by Us to You in the order in which they were invoiced to You.

10.14 On termination of the Contract, howsoever caused, Our (but not Your) rights contained in this Condition 10 shall remain in effect. If You are a Consumer, this Condition does not displace any rights you may have under the law.

11. Price

11.1 If You are a Consumer, the price for the Product(s) (which includes VAT) will be the price notified to You in or on the:

11.1.1 valid quotation we provide;

11.1.2 Enquiry Form; or

11.1.3 brochure or catalogue; or

- 11.1.4 telephone order; or
 - 11.1.5 social media; or
 - 11.1.6 confirmation email.
- 11.2 If You are a Business, the price for the Product(s) (which excludes VAT) will be the price notified to You in or on the:
- 11.2.1 valid quotation we provide;
 - 11.2.2 Enquiry Form; or
 - 11.2.3 brochure or catalogue; or
 - 11.2.4 telephone order; or
 - 11.2.5 social media; or
 - 11.2.6 confirmation email.
- 11.3 If You are a business, We may vary the price at any time before delivery only by such amount that will cover Our increased costs of performing the Contract, howsoever arising.
- 11.4 You must pay the costs of any aborted costs where We have been unable to deliver the Products and/or supply the Services because You have not complied with Your obligations as set out in Condition 9 and You must pay for any reasonable costs incurred as a result of delayed delivery where such delay was caused by You. Such costs will be:
- 11.4.1 the actual aborted delivery or supply price which will represent the costs We have incurred;
 - 11.4.2 the costs the actual delayed delivery or supply price which will represent the costs We have incurred.
- 11.5 You will pay any amounts due under the provisions of this Condition 11 or the Conditions generally when You are due to pay for the Products and/or Services in accordance with Condition 12 unless otherwise agreed in writing.
- 11.6 Whilst We try to ensure our pricing information is accurate, if You are a Consumer

and an error is found in the pricing of Your order, such that the actual price of the Products and/or Services is higher than the price notified to You, We will inform You and give You the option to reconfirm Your order at the correct lower price or to cancel the Contract. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and We may retrieve the Products and stop supplying the Services (in accordance with the provisions of Condition 10.5.3, but You shall not be required to pay any sum to Us in relation to Us retrieving the Products and Services.)

12. Payment

- 12.1 All payments due to Us from You on any account and under any Contract, must be paid in pound sterling. We may at our discretion require You to pay a deposit which We may retain if We have incurred any costs relating to the processing of your order or performance or part performance of the Contract.
- 12.2 If You do not have an Approved Credit Account, payment must be paid in full and cleared funds for the Products and Services, packaging, delivery charges and insurance:
 - 12.2.1 on or before delivery of the Products and/or supply of the Services unless we have otherwise agreed with You; or
 - 12.2.2 where We have provided an invoice to You immediately unless We have otherwise agreed with You.
- 12.3 If You have an Approved Credit Account, payment must be made in accordance with the payment terms notified to You when We confirm that an Approved Credit Account has been opened or any subsequent amendments made to the payment terms of the Approved Credit Account (unless otherwise agreed). If payment is not made on the date it is due or if We, in Our sole discretion, decide at any time for any reason, We may reduce the said credit limit or stop all credit. If We offer credit in respect of any particular transaction, this does not create an obligation on Us to offer credit in the future.
- 12.4 If You are a Consumer, You must pay for the Products and Services, packaging, delivery charges and insurance on or before delivery of the Products or supply of the Services unless otherwise agreed in writing. Where any other charges are incurred

under these Conditions or the Contract, these charges must be paid for by you either:

- 12.4.1 in advance of the supply of the Services or provision of Products for which the charge is being made;
 - 12.4.2 when the Services for which the charge is being made is being performed or when the Products are provided to you; or
 - 12.4.3 immediately after the Services for which the charge is being made was performed or after the Products were provided to you.
- 12.5 If You are a Business, all sums due to Us shall be immediately due and payable on demand despite any other provision of these Conditions.
- 12.6 If You are a Business, time for payment shall be of the essence.
- 12.7 No payment shall be deemed to have been received by Us until We have received cash or cleared funds.
- 12.8 All payments due to Us under the Contract shall become due immediately on its termination despite any other provision of these Conditions (excluding Conditions 6.1.4 and 6.2.5).
- 12.9 If You are a Business, You shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless You have a valid court order requiring an amount equal to such deduction to be paid by Us to You.
- 12.10 If You are a Business and You fail to pay Us any sum due pursuant to the Contract or these Conditions on the due date for payment, We shall be entitled to:
- 12.10.1 charge You interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Lloyds Bank plc, accruing on a daily basis until actual payment of the overdue amount is made, whether before or after any judgment. You must pay us interest together with any overdue amount. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
 - 12.10.2 charge You the cost of obtaining judgment or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure; and

- 12.10.3 cancel the Contract or suspend any further delivery of Products and/or supply of the Services to You.
- 12.11 If You are a Business or a Consumer, We reserve the right to charge a reasonable fee in the event that an instrument of payment is not met by the clearing bank.
- 12.12 If You are a Consumer and You fail to pay to Us any sum due under the Contract or these Conditions on the due date for payment, You will be liable to pay interest to Us at the annual rate of 8% above the base lending rate from time to time of Lloyds Bank plc, accruing on a daily basis until actual payment of the overdue amount is made, whether before or after any judgment. You must pay us interest together with any overdue amount.
- 12.13 If You have paid for the Products and/or Services in advance but such advance payment is insufficient to cover the sums payable to Us then We reserve the right to charge You an additional payment as might be required to cover the amount payable to Us as soon as the amount payable is higher than the payment We have received in advance. In the event that the advance payment is higher than the sums owed to Us then we will refund to You the difference.
- 12.14 If You think an invoice is wrong, please contact us promptly to let us know. If you are a Business you have 7 working days only to query an invoice.
- 12.15 If you are a Consumer and you have contacted us to let us know You think an invoice is wrong, You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. Quality

- 13.1 Where We are not the manufacturer of the Products, We may, at Our sole discretion, if possible, transfer to You the benefit of any warranty or guarantee given to Us by the manufacturer.
- 13.2 We warrant that (subject to the other provisions of these Conditions) upon delivery, the Products shall:
- 13.2.1 comply with their description;
- 13.2.2 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;

- 13.2.3 be reasonably fit for the normal purpose of the particular Product ordered.
- 13.3 The Services shall be provided by Us with all reasonable care and skill.
- 13.4 If You are a Consumer, the above warranties are in addition to Your statutory rights.
- 13.5 If You are a Business, We shall not be liable for a breach of any of the warranties contained in Condition 13.2 unless:
 - 13.5.1 you give written notice of the defect to Us within 30 days of the time when You discover or ought to have discovered the defect; and
 - 13.5.2 we are given a reasonable opportunity after receiving such notice of examining such Products and/or Services and, where relevant, You allow Us to test, examine and inspect the Product as are reasonably required by Us, including samples from any relevant storage tank or vehicle in which the defective Product was used. You shall permit Us access to the Products and/or Services or outcomes of the Services or Your premises as necessary for the purposes of this condition. If the results of such testing, inspection and examination indicate that We are not in breach of Condition 13.2 then We shall be entitled to charge You for the costs of such recovery, testing, inspection and examination.
- 13.6 If You are a Consumer, please notify Us of any problems or defects as soon as possible and allow Us to investigate (We may need access to Your premises or to take Product samples or photographs). You should not make any further use of Products and/or any Products to which the Services relate after discovering a defect.
- 13.7 If You are a Business, We shall not be liable for a breach of any of the warranties in Condition 13.2 if:
 - 13.7.1 you make any further use of such Products and/or any products or outcomes relating to the Services after giving such notice or after becoming aware of a defect and failing to give such notice in accordance with the provisions of Condition 13.5;
 - 13.7.2 the defect arises because You failed to follow Our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products and/or products relating to the Services or

You failed to follow good trade practice;

13.7.3 the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions;

13.7.4 the defect arises due to storage conditions; or

13.7.5 the Products and/or products or outcomes relating to the Services have not been used by You within a period of 6 months from the date of delivery.

13.8 If You are a Business, subject to Condition 13.5 and Condition 13.7, if any of the Products and/or Services do not conform with any of the warranties in Condition 13.2 We shall, at Our option, replace such Products and/or re-perform the Services or refund the price of such Products and/or Services at the pro rata Contract rate.

13.9 If You are a Business, and We comply with Condition 13.8 We shall have no further liability for a breach of any of the warranties in Condition 13.2 in respect of the original Products and Services.

13.10 If You are a Consumer, where You make a claim in respect of any problems or defects and We accept liability for the claim, We will, at Your option:

13.10.1 replace the Products and/or re-perform Services free of charge; or

13.10.2 refund You the price of the Products and/or Services in question.

13.11 If You are a Consumer, please allow Us access to Your premises during reasonable hours and on reasonable notice if this is necessary to allow Us to replace such Products and/or re-perform the Services.

If You are a Consumer and We do not accept liability for Your claim. Please refer to our website for our complaints procedure.

14. Limitation of Liability

14.1 If You are a Business, subject to Condition 8, Condition 13 and Condition 13, the following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You in respect of:

14.1.1 any breach of these Conditions;

- 14.1.2 any use made or resale by You of any of the Products and Services; and
- 14.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 14.2 If You are a Business, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 14.3 Nothing in these Conditions excludes or limits Our liability:
 - 14.3.1 for death or personal injury caused by Our negligence; or
 - 14.3.2 under section 2(3) of the Consumer Protection Act 1987; or
 - 14.3.3 for any matter which it would be contrary to the law for Us to exclude or attempt to exclude Our liability; or
 - 14.3.4 for fraud or fraudulent misrepresentation.
- 14.4 If You are a Business, subject to Condition 14.2 and Condition 14.3:
 - 14.4.1 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 85% of the maximum limit of Our insurance or, if the claim is not covered by Our insurance or no payment is received by Us from such insurers, to £100,000;
 - 14.4.2 we shall not be liable to You for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 14.5 In addition to the provisions of Condition 14.3, if You are a Consumer, nothing in these Conditions excludes or limits Our liability for:
 - 14.5.1 fraud or false statements which We make knowingly or recklessly;
 - 14.5.2 supplying defective, mis-described or incorrectly installed goods;

- 14.5.3 a failure to transfer ownership where ownership of the Products and/or Services should have been transferred to You in accordance with the relevant provisions of Condition 10;
 - 14.5.4 the conditions implied by section 12 of the Sale of Goods Act 1979;
 - 14.5.5 any matter contained in section 31(1) of the Consumer Rights Act 2015;
 - 14.5.6 incorrectly delivering the Products and/or supply the Services where fault can reasonably be attributed to Us; or
 - 14.5.7 for any matter for which it would be contrary to the law for Us to exclude or attempt to exclude Our liability.
- 14.6 If You are a Consumer, subject to Condition 14.5, We shall not be liable to You under the Contract for:
- 14.6.1 any loss or damage caused by Us, Our employees or agents in circumstances where there is no breach of a legal duty of care owed to You by Us or by any of Our employees or agents;
 - 14.6.2 any loss or damage caused by Us, Our employees or agents in circumstances where such loss or damage is not a reasonably foreseeable result of Our breach of these Conditions;
 - 14.6.3 any loss caused by Your own fault, or as a result of You breaching these Conditions, or any loss where fault cannot be attributed to Us;
 - 14.6.4 any financial losses which happen as a side effect of the main loss or damage and which are not foreseeable by You and Us (such as loss of profits or loss of opportunity).
- 14.7 We will make good any damage to property that you may have suffered during delivery of the Products and/or supply of the Services but only if this is as a result of our actions or omissions and if it can be reasonably proved that such damage is as a result of Our actions or omissions.

15. Data Protection

We take Our obligations in respect of privacy extremely seriously and We will comply with all Data Protection Legislation and will process Your personal details in

accordance with Our privacy policy, a copy of which is available from Our website and/or on request. In particular, We may supply Your personal data to third parties such as credit reference agencies to assess Your credit status.

16. Assignment

16.1 We may assign the Contract or any part of it to any person, firm or company. If We assign the Contract, we shall give written notice to You within 30 Working Days that the assignment has taken place. Upon receipt of this written notice, You shall give written notice of Your acknowledgement of the notice of assignment within 30 Working Days.

16.2 If You are a Business, You shall not be entitled to assign the Contract or any part of it without Our prior written consent.

16.3 If You are a Consumer, You may only transfer Your rights or obligations under these terms to another person if we agree to this in writing. We may not agree if:

16.3.1 Any sums which are due under any Contract You have with Us are outstanding; or

16.3.2 the person You wish to transfer to is in Our reasonable opinion a poor credit risk.

16.4 If You wish to assign the Contract, subject to Us providing Our prior written consent, You must provide Us with notice within 10 Working Days that the Contract has been assigned with the name, address, and telephone number of the person, firm or company to whom the Contract has been assigned.

17. Events Beyond Our Reasonable Control

We reserve the right to cancel the Contract (or to defer the date of delivery or reduce the volume of Products and/or Services ordered) (without liability to You) if We are prevented from or delayed in the carrying on of Our business due to events beyond Our reasonable control including, for example, acts of God, governmental actions, war or national emergency, adverse weather conditions, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, You shall be entitled to give notice in writing

to Us to bring the Contract to an end.

18. Breach of Contract/Termination

18.1 We shall have the right at any time after the occurrence of any of the events contained in this Condition to immediately bring the whole or part of the Contract to an end by giving You written notice if:

18.1.1 You commit a serious breach of any of these Conditions;

18.1.2 if You are a Consumer, You have a bankruptcy order made against You or Your belongings have been taken away from You to pay off Your debts, or a receiving order has been made against You;

18.1.3 if You are a Business, any distress, execution or other process is levied upon any of Your assets;

18.1.4 if You are a Business, You have a bankruptcy order made against You or make an arrangement or composition with Your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver or manager, administrator or administrative receiver appointed of Your undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of You or notice of intention to appoint an administrator is given by You or Your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of You or for the granting of an administration order in respect of You, or any proceedings are commenced relating to the insolvency or possible insolvency of You;

18.1.5 You encumber or in any way charge any of the Products and Services;

18.1.6 any sum due to Us from You under any account or Contract is not paid when due;

18.1.7 if You are a Business, if You suffer or allow any execution, whether legal or

equitable, to be levied on Your property or obtained against You, or fail to observe or perform any of Your obligations under the Contract or any other contract between Us and You, or are unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986 or You cease to trade;

18.1.8 if You are a Business, if there is a Change of Control of the Business;

18.1.9 if You are a Business, You cease or threaten to cease to carry on Your business; or

18.1.10 Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your payment obligations under the Contract has been placed in jeopardy.

18.2 If this Contract ends it will not affect Our right to receive any money We are owed under these Conditions and all Our rights and duties which exist immediately before the Contract ends shall remain, including full rights of access to recover Products and/or any equipment relating to the Services where payment is not made and (if You are a business) any right to damages for loss of anticipated profits.

19. Communications

19.1 All communications between You and Us about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by email:

19.1.1 (in case of communications to Us) to Our registered office or such changed address as We notify to You or in the case of electronic mail to the electronic mail address notified to You by Us from time to time;

19.1.2 (in the case of the communications to You) to Your registered office (if You are a Business) or (in any other case) to any address You set out in any document which forms part of the Contract or such other address as shall be notified to Us by You or in the case of email to the email address notified to Us by You from time to time.

19.2 If You are a Business, communications shall be deemed to have been received:

19.2.1 if sent by pre-paid first-class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

19.2.2 if delivered by hand, on the day of delivery; or

19.2.3 if sent by email, on a Working Day prior to 4.00 pm, at the time of transmission and otherwise on the next Working Day.

19.3 Communications addressed to Us shall be marked for the attention of a servicing director or company secretary of Us.

20. General

20.1 If any provision of the Contract is found by any court or other body to be unenforceable this will not affect the validity of the remaining provisions of these Conditions. Failure or delay by Us in enforcing or partially enforcing any provision contained in these Conditions shall not be regarded as a waiver of any of Our rights under the Contract.

20.2 The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it, except where the Contract has been assigned in accordance with the relevant provisions of Condition 16.

20.3 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

20.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

20.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

20.6 If You are a Consumer, these Conditions and the Contract are governed by relevant law found within the United Kingdom and the relevant courts of the United Kingdom will have non-exclusive jurisdiction in relation to these Conditions.

20.7 If You are a business, in cases where Your Contract is with Rix Petroleum (Scotland) Limited as determined by Condition 2.1, the formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by Scottish law and we both submit to the non-exclusive jurisdiction of the Scottish courts. In cases where Your Contract is with Rix Petroleum (East Anglia) Limited, Rix Petroleum (Hull) Limited, Rix Petroleum (Midlands) Ltd or Rix Petroleum (Mercia)

Limited or Rix Petroleum (Spalding) Ltd, as determined by Condition 2.1, the formation existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and We both submit to the non-exclusive jurisdiction of the English Courts.