

## DOMESTIC TERMS AND CONDITIONS – “Pay 90 Days” Customers

### IMPORTANT: CERTAS ENERGY’S CONTRACT WITH YOU

#### UNREGULATED BUY NOW PAY LATER CREDIT AGREEMENT

These terms and conditions, together with our [Privacy Policy](#), govern the relationship between us and apply to any Goods or Services that you may purchase from us. They are important – each time you place an order you agree to be bound by them.

**So, please read them carefully before ordering.**

The latest (or a large font or braille) version of these terms and conditions can be found on our website ([www.certasenergy.co.uk/policies/domestic-terms-conditions](http://www.certasenergy.co.uk/policies/domestic-terms-conditions)) or by contacting the Marketing department at 1st Floor, Allday House, Warrington Road, Birchwood, Cheshire, WA3 6GR.

If we make any substantial changes to these terms and conditions, we will write to you and include them on your delivery note – please check the reverse of your delivery notes regularly.

If any terms listed on any delivery note or invoice we send to you at any time include terms which contradict the terms and conditions set out in this document below, the terms and conditions in this document will apply.

If you do not accept our terms and conditions, you should not order any Goods or Services from us. Please print or save a copy of these terms and conditions for your use.

#### 1 WORDS WE USE IN THESE TERMS

In these terms and conditions, we use the following phrases: Goods – any goods that we agree to supply to you under these terms and conditions (including fuels). Sometimes certain sections of these terms and conditions will only apply to the fuels that we supply (and not other goods). Where this is the case, we will use the term “Fuels”. Services – any associated services including the Planned Delivery Services as described in section 7.

#### 2 NOT FOR BUSINESS USE

These terms and conditions apply to consumers only; that means people who want to purchase our Goods or Services for personal use and not for any business purposes.

#### 3 YOUR PERSONAL DETAILS

3.1 You will need to open an account with us to order our Goods and Services. You need to provide your name, address, telephone number and email address together with any special delivery instructions. All information you provide must be true and accurate. Over 18s only.

3.2 To ensure that your credit, debit or charge card is not being used without your consent, we may carry out certain identity, credit and fraud checks, including validating the personal information you give us during our ordering process. We use third party databases to do so. We reserve the right to change our checks from time to time.

3.3 If any problems arise we may require additional information (for example, photo ID such as a driving licence or passport). We may reject or cancel an order at any time if we are not satisfied with the information. It is important for us that you know exactly what personal details we collect from you and how we look after and use them. For example, we may want to contact you by letter, phone or email with news about our products or services relevant to you. Full details of the care we take are in our Privacy Policy – see [www.certasenergy.co.uk/policies/privacy-policy](http://www.certasenergy.co.uk/policies/privacy-policy).

#### 4 HOW IS THE CONTRACT FORMED BETWEEN US?

4.1 We may give you a quotation or price in person, online, in writing or by phone. All quotes and prices are valid only on the day we issue them. We may withdraw a quote or change the price at any time prior to acceptance. A quote or price is not an offer from us and cannot be accepted.

4.2 If you place an order with us, then that is an offer from you and we may choose whether or not to accept your order.

4.3 A contract is formed between us when we confirm on the phone that we have accepted your order.

4.4 You may only place one order per household within the "Pay 90 Days" payment period.

4.5 The amount you must pay us will be the amount set out on your invoice, even if there is an increase or decrease in prices between placing your order and when you make payment.

4.6 Contracts will be concluded in English. The details of your contract will be held by us.

## 5 WHAT YOU ARE BUYING

The Goods or Services will be described in our quotation, or on our website if you are buying online, and confirmed in acceptance of your order. More product information is at [www.certasenergy.co.uk](http://www.certasenergy.co.uk).

We may at any time and without notice:

- (i) alter the specification of the Goods to ensure that the Goods conform to any applicable safety or statutory requirements; and/or
- (ii) make minor modifications to the specification of the Goods that we consider necessary or desirable (and which should not have any material adverse effect on the performance of the Goods).

### How we Deliver Goods and Services to You

5.1 We can deliver Goods within England, Wales and Scotland. However there may be some exclusions (such as remote islands) but we will make this clear to you when placing your order. Our aim is to deliver to you by the delivery date in your quotation or written confirmation, or if no date is set out, within at least 30 days. However, this might not always be possible due to factors beyond our reasonable control. If there is a delay, we will try to contact you as soon as we can to agree a new delivery date.

5.2 Where you order by phone, we will deliver to the address you gave when you opened your account. If the delivery address will be different, please tell us when ordering.

If you order online, we will deliver to the address you provide when ordering. We may sometimes deliver your order in instalments so don't worry if your order seems to have been partially delivered. You will still only be charged one delivery charge though (if any applies). Each instalment will be invoiced separately. The payment due date will be set out on your invoice. If you have any queries about your order, or worry that it might be incomplete, then please contact Customer Services.

5.3 Delivery will be deemed to have taken place as follows:

- for Fuels delivered in bulk by road vehicle, when on discharge it passes the hose connection of the storage tank, container, receptacle, vessel or fill line (as the case may be) which you use for receiving delivery at your address;
- for any other Goods (including Fuels delivered in barrels, packages or some other form), when the Goods are off-loaded from the delivery vehicle (or at such point as the Goods are collected by you).

5.4 If you ordered Fuels to be delivered in bulk and we can safely access your tank to fill it, you don't need to be present when we deliver. In all other cases, it is your responsibility to ensure that someone is available at your delivery address on the date of delivery. If nobody is at home and there is no safe access to make

the delivery, we will try to contact you by telephone. If we cannot do so, we will leave a note to explain and will try to contact you to rearrange the delivery.

5.5 If the delivery address you gave is wrong and your order is delivered to someone else, we cannot be responsible for any losses you may incur as a result and will have no obligation to refund you or provide replacement Fuel – please check that the details you give us are correct.

5.6 In respect of each delivery of Fuels, you must:

- ensure that all necessary arrangements are put in place to safely accept each delivery including providing appropriate equipment to accept delivery, ensuring delivery and storage access is clear and available (noting that delivery vehicles are both larger and heavier than private cars) and ensuring that sufficient storage capacity is available, is safe and suitable for the Fuels, is clearly marked with product name (grade), safe working capacity and identification number, is provided with a safe means to check volume in tank before and during delivery and complies with any and all applicable laws and regulations;
- not climb onto any vehicle we use to deliver the Fuels; we may stop the relevant delivery if you attempt to do so;
- indicate to us the correct fill point for your tanks (please note that we are not responsible for dipping, checking or testing your tank(s));
- tell us about any safety or operating problems with your storage tank before we start delivery; any out of service equipment must be clearly marked and sealed / kept separate;
- act sensibly and carefully with the Fuels. Handling the Fuels incorrectly can be dangerous. It is important for everyone's safety that you know and comply with relevant health, safety and environmental law. If you have any doubts, you can obtain further advice from your local council or see the health and safety information on your delivery note / visit [www.certasenergy.co.uk](http://www.certasenergy.co.uk).

If you collect the Fuels from us then you must comply with our policies and procedures regarding access to, and conduct at, our premises.

5.7 If we believe that it would be unsafe to make a delivery of Fuels to you then we may suspend that delivery until we are satisfied (acting reasonably) that it would be safe for us to proceed.

5.8 For Fuels that are delivered in bulk by road vehicle we will invoice you for the volume of Fuels actually delivered. We will not deliver more than you ordered unless you agree.

We will always try to deliver the agreed volume of Fuels, but if we are unable to do so due to reasons beyond our reasonable control (for example, if unsafe access to the tank; we deem the tank to be unsafe; or there is less space available in your tank than the amount of Fuels you ordered) and you have paid for the ordered Fuels in advance then we will only charge you for the Fuels delivered using the Unit Price (see section 5.12), to reflect the smaller amount of Fuels we were able to deliver. We will pay back to you the rest of the money you paid, if you have already made payment, or adjust the amount due if we have agreed that you can pay using the "Pay 90 Days" deferred payment option as set out below. If an urgent second delivery is required to top up to the amount you ordered, a Priority Charge may be payable under section 5.15 unless the under-delivery was our fault.

5.9 For Fuels that are delivered in bulk by road vehicle we record the delivery date, quantity and description of the Fuels delivered to you, and that record shall, in the absence of evidence to the contrary, be deemed to be conclusive proof of the date of delivery, the volume and type of Fuels delivered. If you believe that any information set out on your delivery note or invoice, is wrong then you must notify us in writing providing full details of any disputed element(s) as soon as possible.

5.10 If for any reason, other than our failure to comply with these terms, you: (i) fail to accept delivery of any of the Goods when they are ready to be delivered; (ii) fail to collect the Goods when they are ready for collection; (iii) wish to delay delivery, or (iv) do something which means that we are unable to deliver the Goods then we may:

- deliver the Goods you ordered to another customer which may mean that your delivery date may be delayed;

- at our option, charge you a reasonable “Failed Delivery Charge” which is the cost to us of delivering the Goods to you and returning them to our depot or another customer whichever is cheaper.

5.11 If you become aware that the wrong Goods have been delivered then you must stop using them immediately and tell us as soon as possible. We will discuss with you to arrange collection of the Goods or agree another solution.

### **What do you Pay for Goods and Services?**

5.12 If you are ordering Goods online (excluding Fuels), the price of the Goods will be as set out on our website.

5.13 If you are ordering Fuels (whether by telephone or on our website), our quotation will clearly explain the price for the Fuels. We will tell you the:

- **Unit Price** – the price per litre excluding and including VAT to help you compare our prices with other suppliers (who tend to give a VAT exclusive price per litre) and see how much you may have to pay if you take more or fewer litres of Fuels than ordered;
- **Net Price** – the pence per litre price for the Fuels you have ordered excluding VAT.
  - **Gross Price** – the pence per litre price for the Fuels you have ordered including VAT. We will also give you details of any other charges which may relate to your order. **This total is the price that you will pay for your order.**

5.14 **Delivery charges:** If your delivery is subject to a delivery charge, you will be told about it before you place your order.

5.15 **Priority Charge:** For purchases of Fuels, we offer a priority delivery service. If you want your Fuels to be delivered urgently, you may request a priority delivery. This will be shown on your quotation as a “**Priority Charge**”. If we are willing and able to make a priority delivery then we will do our best to deliver to you by the agreed delivery date. If for any reason we are unable to deliver by the agreed delivery date, then you will not be charged the Priority Charge (or it will be refunded to you if charged in advance).

5.16 **Small Load Premium:** One factor we use to calculate the Unit Price for Fuels is the amount of Fuels you have ordered. There is a cost to us in delivering each order so if we are unable to deliver your order due to something you have or haven't done (for example, not enough space in your tank to take the amount ordered) then we may, at our option, charge for the cost to us of delivering the Fuels to you and then returning any excess to our depot or another customer whichever is cheaper – typically this is £1.77 per mile. This charge will be shown on your invoice as the “Small Load Premium”.

### **Storing Goods and Fuels**

5.17 We do not accept responsibility for the Goods beyond their successful delivery, and all risk of loss or damage attributable to the use or storage of the Goods thereafter shall pass to you at the time of delivery.

5.18 By agreeing to our terms and conditions, you confirm that you have complied with all relevant environmental and safety legislation and that the storage tank, container, receptacle, vessel or fill line (as the case may be) are structurally sound, do not leak and are in a suitable condition to safely receive Fuels.

## **6 HOW DO YOU PAY?**

6.1 We will send you an invoice after delivery of the Fuels. and/or the Services, which will set out how much you have to pay us and by when.

6.2 Our “Pay 90 Days” payment method enables you to order and receive delivery of Goods and Services, but pay for them (or part of them, subject to clause 6.3 below) at any time up to 90 days following the date of delivery (the “Due Date”). You will not have to pay any interest, fees or charges to use this payment

method, unless you fail to make the payment in full by the Due Date. Paying by the "Pay 90 Days" payment method will form an unregulated credit agreement between you and us, as set out in more detail in these terms and conditions. This agreement is not regulated under the Consumer Credit Act 1974, by way of the exemption under article 60F of the Financial Services and Markets Act 2000 (Regulated Activities Order) 2001.

6.3 Sometimes, we will ask you to pay for 50% of the amount of your order when you place your order, and will allow you to make payment for the remaining 50% of your order using the "Pay 90 Days" payment option, as set out in more details in this agreement. This will be explained to you at the time of order.

6.4 Details of what you have to pay and when will be set out in your invoice. The price you will pay for the Goods and Services will be fixed at the amount set out therein (subject to section 10 below), and will not be impacted by any increase or decrease in prices for the Goods or Services which may occur between the time of placing the order and making payment under the "Pay 90 Days" payment option. You may pay at any time during the 90 day period, and in more than 1 payment, provided that you must make the total amount payable in full by no later than 90 days following the date of delivery as set out on your invoice. If you make more than one payment during the 90 day period, you must make payment in no more than 12 separate payments.

6.5 By the Due Date, your account balance must be either cleared in full or in a credit position. Any credit amount will be automatically refunded to you. If there is an outstanding balance on your account, [we will notify you before the expiry of the agreed period and then debit this amount from your bank account to bring your account up to date].

6.6 You can cancel the "Pay 90 Days" (and the related direct debit) by telling us in writing one month before you/we want it to end, and/or by paying us all that you owe us under this agreement before the Due Date. .

## **7 WHAT HAPPENS IF YOU DON'T PAY ON TIME?**

7.1 If you do not pay us on time (or if your direct debit is returned unpaid by your bank or is otherwise late) we may do any or all of the following:

- cancel or suspend the contract (and any other contracts we have with you);
- withdraw any current quotations or refuse to accept any further orders from you;
- cancel any discount we previously offered to you under the contract;
- request payment in full of any sums outstanding on your account; and/or
- require you to pay interest on the outstanding amount, calculated on a daily basis from the due date for payment up to the date of actual payment, at the rate of 4% above the base lending rate of Natwest Bank from time to time. You must pay us this interest on top of the late payment.

## **8 CAN YOU CANCEL AND RECEIVE A REFUND?**

### **You've Changed Your Mind and Want to Cancel**

8.1 You can cancel any order for Fuels on any day prior to the date of delivery. You need to call your depot or send the attached cancellation form by fax or email to confirm you don't want the Fuels. If our tanker is already on the way to you on the date agreed with you then we may charge you £1.77 per mile which is the cost to us of the wasted journey. Payment for this will be invoiced and due within 14 days.

8.2 You can cancel an order for Goods (including Fuels in barrels but excluding other Fuels) within 14 days beginning on the day after you received the last of the Goods in your order, if the Goods have not been tampered with.

**We are sorry but for Fuels dispenses direct into your tank, once our Fuel is delivered you cannot cancel your order.**

8.3 To cancel your order for Goods (including Fuels in barrels but excluding other Fuels), you must tell us that you want to cancel either by;

a) completing and sending us the cancellation form which you can find on our website at [www.certasenergy.co.uk](http://www.certasenergy.co.uk) (and enclosed in the welcome pack)]; or

b) writing to us at 1st Floor, All Day House, Warrington Road, Birchwood. WA3 6GR , by email to [domestic.inbox@certasenergy.co.uk](mailto:domestic.inbox@certasenergy.co.uk). To meet the cancellation deadline, it is sufficient for you to send us your cancellation notice before the cancellation period has expired.

8.4 If you cancel an order under this condition 8, any payment made and any future payment relating to cancelled Goods will not be due and payable and the agreement for “Pay 90 days” will terminate).

8.5 Where we repay you, we will use the same method of payment you used to pay (unless you agree otherwise); we will not charge you any fees to repay you.

### **What If You Are Not Happy with the Goods/Services?**

8.6 The Goods you receive will be what we have agreed to supply when you place your order. The law says that the Goods must be as set out in the contract.

8.7 We promise to you that the Goods will:

- match the description we may have given you;
- be of satisfactory quality;
- be fit for their purpose; and
- meet all applicable legal requirements. This promise (also known as a warranty) will also apply to replacement Goods that we provide under section 11.14

8.8 The warranties in section 11.11 do not apply to any problem caused by your (or someone else's) negligence, failure to follow our instructions for storage, use or maintenance of the Goods or if you make any use of the Goods after realising that there is a problem with them or if you alter, modify, mishandle or try to solve the problem with the Goods without our agreement beforehand.

8.9 If you are worried about the Goods or Services we have supplied, please call Customer Services who will do their best to help you.

8.10 If the Goods do not meet the promises in section 11.11 you can tell us if you want us to replace the Goods, or give you a credit note or refund at the Unit Price (plus VAT) if you have already made payment, or cancel the order for the Goods and any payment for these Goods under the Pay 90 Day payment option will not be due and payable. You should tell us in writing about the problem under section 11.11 within one week of discovering the problem. We may request that you send us reasonable evidence of any Goods affected by the problem.

8.11 The guarantees provided above are in addition to your legal rights about goods that are faulty or not as described or services that are performed poorly. If you feel you need help contact your local Citizens Advice Bureau or Trading Standards office.

## **9 WHAT DOES CERTAS ENERGY DO IF SOMETHING IS WRONG?**

9.1 If we don't do what we say we will in these terms and conditions, we will only have to pay you the purchase price of the Goods and/or Services and other costs you have to pay because of what we have or haven't done and where a reasonable person would expect you to have to pay those costs because of what we did / didn't do.

9.2 Nothing in these terms and conditions excludes or limits our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 (this is about our ownership of the goods / Fuels);
- defective products under the Consumer Protection Act 1987; or
- any other matter for which the law does not allow us to exclude or attempt to exclude our liability.

## 10 ADDITIONAL IMPORTANT INFORMATION

10.1 Neither we nor you will be responsible if we are unable to perform our obligations under the contract due to events which are genuinely beyond your or our reasonable control (as applicable). Nothing under the contract shall give rights to any person who is not a party to it (whether under the Contracts (Rights of Third Parties) Act 1999) or otherwise.

10.2 We revise our terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that a contract is formed between you and us (as set out above).

10.3 All aspects of the contract formed in respect of your use of our site shall be governed by English law and the parties agree to the non-exclusive jurisdiction of the English courts. In some circumstances the laws where you are domiciled may apply and the courts where you are domiciled may have jurisdiction.

## 11 WE WANT TO HEAR FROM YOU

11.1 We always like to hear from our customers whether it is good news or a problem you need us to solve. Our Customer Services team is ready for your call on [0800 0854 818](tel:08000854818) between the hours of 8:30pm – 5:00pm Monday to Friday. Calls may be recorded for training purposes. Alternatively, please email us at [customer.relations@certasenergy.co.uk](mailto:customer.relations@certasenergy.co.uk) or write to us at Customer Relations, 1st Floor, Allday House, Warrington Road, Birchwood, Cheshire, WA3 6GR.

11.2 We will respond to you within 3 working days to acknowledge your call or email. Sometimes, it may take a little longer to follow up with a detailed response but we will always try to do this within 15 working days of your first contact with our Customer Relations Team.

## 12 INFORMATION ABOUT US

Our full legal name is Certas Energy UK Ltd. We are a company registered in England and Wales. Our company number is 4168225 and our registered address is 1st Floor, Allday House, Warrington Road, Birchwood, Cheshire, WA3 6GR. Our VAT number is 844 2834 19.

## 13 ALTERNATIVE DISPUTE RESOLUTION

In the unlikely event that our customer services team is unable to resolve your complaint, and you are still not satisfied following the conclusion of our complaints handling procedure, you may refer your complaint to Consumer Dispute Resolution Limited which is an approved alternative dispute resolution provider for consumer disputes. We will respond to any complaint referred to us by them.

Consumer Dispute Resolution Limited 12-14 Walker Avenue Stratford Office Village Wolverton Mill Milton Keynes MK12 5TW