

Bell Fuels Ltd – Terms and Conditions

At Bell Fuels Limited, we pride ourselves on our clear and fair terms and conditions. These terms and conditions apply each time you place an order with us.

1. Our Contract

1.1 Bell Fuels may give you a quotation or price online, in writing or by phone. All quotes and prices are valid only at the time of issue.

1.2 If you place an order with us (whether online, over the phone or otherwise), then that is an offer from you and Bell Fuels may choose whether or not to accept your order.

1.3 Where you order by phone, a contract is formed between us when Bell Fuels confirm on the phone that your order has been accepted.

1.4 Where you order via our website, a contract is formed between us once Bell Fuels send you written confirmation of your order.

1.5 Each accepted order you place with Bell Fuels forms a separate contract.

2. Your Personal Information

Bell Fuels will store your details in line with GDPR regulations and will not share your details without your prior consent.

2.1 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. Bell Fuels will also note any special delivery instructions. Bell Fuels may wish to contact you by letter, phone or email with news about our services/goods which Bell Fuels believe may be relevant to you.

2.2 Bell Fuels may reject or cancel an order at any time if we are not satisfied with the information you have given, such as an incomplete delivery address.

3. Fuel Delivery

3.01 If Bell Fuels can safely access your tank, 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.

3.02 If the delivery address you gave is incorrect and your order is delivered to someone else, you will be responsible for any losses you may incur as a result and Bell Fuels will be under no obligation to refund you or provide replacement Fuel.

3.03 Should you be unable to accept delivery on your allocated delivery date and wish to re-schedule, this will incur a £30 fee.

3.04 If Bell Fuels believe that it would be unsafe to make a delivery to you, we may cancel your delivery and order.

3.05 If you fail to accept delivery when Bell Fuels are ready to make your delivery, or you wish to delay delivery, or you do something which means that we are unable to make delivery, you may incur a reasonable Service Charge to cover our costs.

3.06 The amount of fuel you order affects the price we charge. There is a cost to us in delivering each order so if we are unable to deliver a minimum order (500 litres) due to a lack of space in your tank, you will incur a small load charge of £25.

3.07 Where you order by phone, we will deliver to the address held on account. If the delivery address will be different, please tell us when placing your order. If you order online, we will deliver to the address you provide when ordering.

3.08 Delivery will be deemed to have taken place when fuel passes the hose connection of the storage tank at your address.

3.09 You must:

- Ensure delivery and storage access is clear and available. Please note that our delivery vehicles are larger and heavier than private cars.
- Not climb on our delivery vehicles
- Be aware that we are not responsible for dipping, checking or testing your tank/s.

3.10 For all fuel deliveries, 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 incorrect then you must notify us in writing providing full details of any disputed element(s) as soon as possible.

3.11 Should our driver arrive to make delivery and there is no clear and safe access which results in re-scheduling, you will incur a £25 fee. Examples of reasons for this may include dog waste, locked tanks / gates or parked cars in front of the access point.

4. Storing Goods and Fuels

4.1 We do not accept responsibility for the Goods beyond their successful delivery. Once we have made our delivery, all responsibility and/ or risk attributable to the use or storage of the Goods are passed to you.

4.2 By agreeing to our terms and conditions, you confirm that you have complied with all relevant environmental and safety legislation and that your storage tank is structurally sound and fit for the purpose of receiving and storing Fuel.

5. Payment For Goods

5.1 All orders will be paid for at the time of ordering. Payment can be made by credit card, debit card or BACS transfer.

6. Cancellation

6.1 Cancelled orders will incur a cancellation fee of £25.

7. Refunds Due to Over-ordering

Should you be unable to accept the whole amount of Fuel you have ordered due to a lack of space in your tank, the difference will be retained on your account as a credit.

Alternatively, you may request a refund. Should your tank be unable to receive 10% or more of your order and you request a refund rather than a credit, there will be a £25 processing fee applied.

8. Complaints

We assure you that Goods provided will:

- match the description we may have given you;
- be of satisfactory quality;
- be fit for their purpose; and
- meet all applicable legal requirements.

We will always do our best to provide you with a great service. Our skilled team will try their best to be helpful and professional.

If you have any concerns, please call us and we will do our best to help you.

9. Additional Information

9.1 Irrespective of anything else in these terms and conditions, our aggregate liability arising out of or related in any way to the purchase or delivery of Goods by you from Bell Fuels, whether for breach of contract, warranty or undertaking or under any indemnity, in tort, for negligence or otherwise shall not at any time exceed the purchase price of the Goods and/or Services you have agreed to purchase from us.

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.

9.3 Subject to paragraphs 9.1 and 9.2 above, we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with your order from Bell Fuels.

9.4 We may revise our Terms and Conditions. You will be subject to the Terms and Conditions displayed on our website at the time that a contract is formed between you and Bell Fuels as detailed in section 1.1 to 1.5.

9.5 **Bell Fuels Ltd** are a company registered in England and Wales.

Company number: 11791493

Registered address: 181-183 Station Lane, Hornchurch, RM12 6LL