

Thank you for applying for a Highland Fuels Fuel card



Call Free 0800 224 224
highlandfuels.co.uk

Fuel Card Credit Account Application

Trade References Please supply details of two organisations you currently hold a credit line with

Contact name	Contact name
Company name	Company name
Address	Address
Postcode	Postcode
Telephone	Telephone
Email	Email

To process this application the following must be completed

By signing below you agree to have read and agreed to our attached Terms & Conditions of sale.
Application to be signed by Director or Owner of Business

Name		
Signed	Date	Position in Company



Instruction to your bank or building society to pay by Direct Debit



Please fill in the whole form using a ball point pen and send to: Highland Fuels, Affric House, Beechwood Business Park, Inverness, IV2 3BW.

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Name(s) of account holder(s)

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Bank/building society account number

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Branch sort code

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Service user number

9	9	1	8	2	0
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Reference

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Instruction to your bank or building society

Please pay Highland Fuels Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Highland Fuels Ltd and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Date

DD18



Banks and building societies may not accept Direct Debit Instructions for some types of account.

This Guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Highland Fuels Ltd will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request Highland Fuels Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by Highland Fuels Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when Highland Fuels Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Highland Fuels Limited Standard Terms and Conditions for the Supply of Goods

We are **Highland Fuels Limited**, a company incorporated and registered in Scotland with company number SC032343 whose registered office is at 2 Marischal Square, Broad Street, Aberdeen, Scotland, AB10 1DQ.

These terms apply to Highland Fuels Limited and any subsidiary or associated company or associated trading entity with whom the Customer places an order (including **Carnegie Fuels Limited** but excluding **Highland Electricity Limited**) (a "**Group Company**")

In these terms, "**We**", "**Us**", "**Our**" means Highland Fuels Limited and/or the relevant Group Company that accepts your Order.

These terms apply to all individuals, companies or other organisations that order Goods (as defined below) to be supplied by Us ("**You**", "**Your**").

These terms form the Contract (as defined below) between You and Us when we accept Your order.

1 DEFINITIONS AND INTERPRETATION

1.1 The following words and expressions shall have the following meanings in these terms:

"**Business Customer**" means any Customer that is ordering or receiving Goods whilst acting in the course of its trade, business, craft or profession;

"**Conditions**" means these terms and conditions for the supply of Goods;

"**Contract**" means the Conditions and any Order between You and Us for the supply of Goods;

"**Customer**" means the buyer of the Goods under a Contract (including both Domestic Customers and Business Customers);

"**Domestic Customer**" means any Customer who is an individual and is ordering or receiving Goods from Us wholly or mainly for their personal use and not for use in connection with their trade, business, craft or profession (also referred to as a "consumer");

"**Goods**" means the fuel ordered by You as set out in the Order;

"**Order**" means Your request to buy Goods from Us (whether by phone, online, email or in person).

"**Working Day**" means any day other than a Saturday, Sunday or public holiday in Scotland.

2 ORDERS AND ACCEPTANCE

2.1 A Contract is formed when You place an Order with Us and We accept. We can accept your Order verbally (including by phone), by email, online and in person.

2.2 These Conditions apply to all Contracts between Us and You.

2.3 A quotation for Goods given by Us is not a binding contract and a quotation is subject to change by Us at any time before we accept Your Order.

3 SOMETIMES WE REJECT ORDERS

Sometimes We reject orders, for example, because the Goods ordered are unexpectedly unavailable, We cannot deliver to Your requested location or the Goods were mispriced by Us. When this happens, We let you know as soon as possible and refund any sums You have paid.

4 DELIVERY OF THE GOODS

4.1 We will deliver the Goods to the location You set out in Your Order, provided we have agreed that address.

4.2 Any dates or times quoted for delivery are estimates only, and the time of delivery is not guaranteed.

4.3 If delivery of the Goods is hindered or delayed by any cause whatsoever beyond Our reasonable control, We shall not be liable for any loss arising solely from that delay, except where the delay results from Our negligence.

4.4 We may delay or withhold delivery of the Goods until all or any outstanding payments under the Contract have been paid in accordance with these Conditions.

4.5 You are responsible for providing details of the correct delivery address. We are not responsible for any losses or additional costs incurred by You if the delivery address You provide is incorrect and/or delivery was made to a third party at that address.

4.6 You acknowledge that when delivering the Goods, We do not accept any liability for the inspection of, checking or testing of Your storage tank or any other equipment required to accept delivery of the Goods. It is Your responsibility to make sure Your tank and equipment are safe, suitable and in good condition to receive delivery of the Goods.

4.7 Before delivery of the Goods, You must ensure that:

4.7.1 access to the delivery location (and storage tank) is clear, safe and accessible.

4.7.2 Your storage tank can receive and safely store the Goods ordered (without the Goods causing physical loss or damage to any of the Customer's equipment, land, or Our personnel (or sub-contractors) delivering the Goods).

4.7.3 there is sufficient space in the storage tank for the entire quantity ordered under the Contract prior to the Goods being delivered by Us.

4.8 If these conditions are not met and We cannot safely complete the delivery of the Goods to You, we may need to cancel or postpone it. In that case, You will be responsible for any reasonable costs incurred by us as a result.

4.9 Our measurement of the quantity of Goods delivered shall be treated as accurate, unless You notify Us otherwise in accordance with the *You have rights if there is something wrong with your Goods* section of these Conditions.

5 TITLE AND RISK IN THE GOODS

5.1 The Goods shall be at Your risk from delivery.

5.2 Title (ownership) in the Goods shall not pass to You until We receive payment in full in cash for the Goods and any other payments due by You to Us.

5.3 Where you are a Business Customer, until title to the Goods has passed to You, You shall:

5.3.1 ensure that the Goods remain readily identifiable as Our property from a book stock perspective; and

5.3.2 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

6 PRICE

6.1 The price for the Goods shall be the price We quote to You when We accept Your Order.

6.2 Once We have accepted Your Order, the price quoted shall not be adjusted or altered in any way except in accordance with these Conditions.

6.3 The price shall include applicable government taxes and duties, other than value added tax (VAT) which will be shown separately and shall be payable in addition.

6.4 You are responsible for confirming that the correct VAT rate applies to Your Order depending on the quantity and intended use of the Goods.

6.5 If between the date We accept Your Order and the delivery of the Goods, there are material increases in Our underlying costs, We may revise the price in line with the wholesale purchase cost of the Goods, fuel duty, taxation, transportation costs or other direct costs reasonably incurred by Us. We will inform You of the revised prices prior to the delivery of the Goods. Domestic Customers will have the right to cancel any Order placed and receive a refund of sums paid in respect of that Order.

6.6 We may at any time, without limiting any rights or remedies We may have, set off any amount you owe Us against any amount You owe Us.

7 IF YOU ARE A BUSINESS CUSTOMER YOU HAVE NO SET-OFF RIGHTS

7.1 If You are a Business Customer, You must pay all amounts due to Us under these Conditions in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8 PAYMENT

8.1 The suitable methods and due date for payment for the Goods shall be as set out in the Order.

8.2 If payment is not made on the payment due date following delivery of the Goods, We may charge interest immediately on the overdue sums at a rate of 5% per annum above the Bank of England base rate. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay Us the interest together with any overdue amount. Any overdue arrears may be passed to a third party for debt recovery action. You may have to pay Our reasonable costs of recovering the debt (including any third party fees associated with the debt recovery process). Any such costs will be reasonable and proportionate to the amount owed.

8.3 Without prejudice to any statutory rights, any queries regarding the price set out in any invoice issued by Us must be raised by You as soon as possible, and in any event, within 5 Working Days of the invoice being issued. If no queries are raised within this timeframe, You will be treated as having accepted the price for the Goods in full.

9 WE'RE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL

If Our supply of Goods is delayed by an event outside Our control, We will contact You as soon as possible and take reasonable steps to reduce the delay. Where We have taken all reasonable steps to mitigate the delay, We will not be liable to provide compensation, except for circumstances where the delay results as a consequence of Our negligence. If any delay is likely to be substantial You may end the Contract per the terms of this Agreement and receive a refund for any Goods you have paid for to date, but not yet received.

10 IF YOU ARE A DOMESTIC CUSTOMER, YOU HAVE A LEGAL RIGHT TO CHANGE YOUR MIND

10.1 If you are a Domestic Customer, You have a legal right to change Your mind about Your purchase and receive a refund of what You paid for it, including the delivery costs. This is subject to some conditions, as set out below.

10.2 **The deadline for changing Your mind.** If you change Your mind about Goods, You must let us know no later than 14 days after the day We deliver the Goods. If the Order is for regular deliveries, You can only change Your mind after the first delivery. If the Goods are split into several deliveries over different days, the period runs from the day after the last delivery.

10.3 **When you can't change Your mind.** You can't change Your mind about an Order for Goods which become mixed inseparably with or otherwise contaminated with fuel already in your storage tank or present in other equipment used to accept delivery of the Goods. For the avoidance of doubt, it is not possible to change your mind about Goods which have already been pumped directly into your storage tank or other equipment used to accept delivery of the Goods as this will be considered inseparably mixed.

10.4 **How to let us know.** To let Us know You want to change Your mind, contact Us using the contact details set out below.

10.5 **Returning the Goods.** If you change your mind after delivery and the Goods have not been inseparably mixed or otherwise contaminated with fuel already in your storage tank or present in other equipment used to accept delivery of the Goods, You may request that we collect the Goods (subject to quality checks) for return within 14 days of You telling Us You have changed Your mind.

10.6 **We reduce Your refund if You have used or damaged a product.** If the Goods have been delivered (and not inseparably mixed or otherwise contaminated), We may also reduce Your refund to compensate Us for its reduced value. You can contact Us using the contact details set out below to query whether We're likely to reduce Your refund.

10.7 **We only refund standard delivery costs.** For example, We don't refund any extra You have paid for express delivery or delivery at a particular time.

10.8 **When and how We refund You.** We will refund You as soon as possible, and within 14 days of You telling Us You have changed Your mind. We refund You by the method You used for payment. We don't charge a fee for processing the refund.

11 YOU HAVE RIGHTS IF THERE IS SOMETHING WRONG WITH YOUR GOODS

11.1 **Return the Goods to Us.** If You think there is something wrong with Your Goods, You must contact Us using the contact details set out below.

11.2 **Your rights and remedies if You are a Domestic Customer.** We honour Our legal duty to provide You with goods that are as described to You on the Order and that meet all the requirements imposed by law. For more information on your legal rights please visit the Citizens Advice website www.citizensadvice.org.uk.

11.3 **Business Customer Warranties.** We warrant, on delivery, that the Goods shall:

11.3.1 conform in all material respects with their description;

11.3.2 be free from material defects;

11.3.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

11.3.4 be fit for any purpose held out by us.

11.4 **Your remedies if You are a Business Customer.** Unless an exception applies (see *Exceptions to Business Customers' warranty*, below) if:

11.4.1 You give Us notice in writing within a reasonable time of discovery that the Goods (or any part of them) do not comply with the Business Customer warranties set out above;

11.4.2 We are given a reasonable opportunity of examining the Goods; and

11.4.3 You return such Goods to Us at Our cost,

11.4.4 We shall, at Our option replace the defective Goods, or refund the price of the defective Goods in full and this will be Your only remedy for breach of the warranty. These terms shall apply to any replacement Goods supplied by Us.

11.5 **Exceptions to Business Customers' warranty.** We will not be liable where any Goods fail to comply with the Business Customer warranties set out above if:

11.5.1 You make any further use of such product after telling Us it is defective;

11.5.2 the defect arises because You failed to follow Our oral or written instructions as to the storage, use or maintenance of the Goods or (if there are none) good trade practice;

11.5.3 the defect arises because We followed any instructions or specification supplied by You;

11.5.4 You alter or mix the Goods without Our written consent; or

11.5.5 the defect arises because of wilful damage, negligence or abnormal working conditions.

12 WE CAN CHANGE GOODS AND THESE CONDITIONS

12.1 **Changes We can always make.** We can always change the Goods:

12.1.1 to reflect changes in relevant laws and regulatory requirements; and

12.1.2 to make minor adjustments and improvements which don't affect Your use of the Goods.

12.2 **Changes we can only make if we give you notice and an option to terminate.** We may also be required to make major changes to our Goods or these Conditions, such as changes to the pricing, the grade or type of fuel or any change that would have a material effect on what You receive or how the Contract works. If we make any of these bigger changes, We'll notify You and You can then contact Us using the details set out below to end the Contract before the change takes effect and receive a refund for any Goods You've paid for in advance, but won't receive.

13 WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR GOODS

13.1 **Our liability to Domestic Customers.** We're not responsible for losses You suffer caused by Us breaking this Contract if the loss is:

13.1.1 **Unexpected.** It was not obvious that it would happen and nothing You said to Us before We accepted Your Order meant We should have expected it (so, in the law, the loss was unforeseeable).

13.1.2 **Caused by a delaying event outside our control.** As long as We have taken the steps set out in the *We're not responsible for delays outside Our control* section of these Conditions.

13.1.3 **Avoidable.** Something You could have avoided by taking reasonable action.

13.2 **Our liability to Business Customers.** If You're a Business Customer, then, except in respect of the losses we never limit or exclude which are set out below:

13.2.1 We shall not be liable to You, whether in contract, delict, breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, loss of opportunity or contracts or any indirect or consequential loss arising under or in connection with any Contract between us; and

13.2.2 Our total liability to You for all other losses arising under or in connection with any Contract between us, shall be limited to 100% of the total sums paid by You for Goods under such Contract.

13.3 **Losses we never limit or exclude.** Nothing in these terms shall limit or exclude Our liability for:

13.3.1 death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;

13.3.2 fraud or fraudulent misrepresentation;

13.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

13.3.4 defective products under the Consumer Protection Act 1987; or

13.3.5 any liability that cannot legally be limited.

13.4 **No implied terms about goods.** Except to the extent expressly stated in these Terms, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

14 TRANSFERRING THE CONTRACT

14.1 **We may** at any time assign, transfer, subcontract or otherwise delegate any or all of Our rights and/or obligations under any Contract without Your prior written consent. We'll contact You to let You know if We plan to do this. If You're a Domestic Customer and You're unhappy with the transfer You can contact Us using the details set out below to end the contract within 5 Working Days of Us telling You about it and We will refund you any payments You've made in advance for Goods not provided.

14.2 You may not assign, transfer, subcontract or otherwise delegate any or all of Your rights and/or obligations under any Contract without Our prior written consent.

15 IF YOU ARE A BUSINESS CUSTOMER THIS IS OUR ENTIRE AGREEMENT WITH YOU

If You are a Business Customer, these terms constitute the entire agreement between us in relation to Your purchase. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by Us or on Our behalf which is not set out in these terms and that You have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

16 GENERAL

16.1 If any provision of the Contract or these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the extent necessary to make it valid, legal and enforceable. For the avoidance of doubt, the remaining provisions of the Contract or these Conditions will continue to apply.

16.2 Even if we delay in enforcing this Contract, we can still enforce it later. We might not immediately exercise our rights (like pursuing non-payment), but that doesn't mean we can't do it later.

16.3 This Contract is between You and Us and our Group Companies. Nobody else can enforce it and none of us will need to ask anybody else to sign-off on ending or changing it.

16.4 Nothing in this Contract shall affect or limit Your statutory rights.

17 PERSONAL DATA

We use any personal data You give Us in accordance with Our Privacy Notice at:

<https://www.highlandfuels.co.uk/privacy-policy>.

18 YOU HAVE SEVERAL OPTIONS FOR RESOLVING DISPUTES WITH US

18.1 **Complaints Procedure.** Any complaints should be submitted via the "contact us" form on Our website ([Contact | Highland Fuels](#)) where You can log Your complaint. Alternatively, a written complaint can be provided to Us at the details set out below.

18.2 **Resolving disputes without going to court (Domestic Customers only).** If Your complaint has not been resolved within 8 weeks, or if becomes clear that we are unlikely to reach an agreement, We will refer You to "Utilities ADR" an independent body for alternative dispute resolution that considers the facts of a dispute and seeks to resolve it, without You having to go to court. If You're not satisfied with the outcome, You can still go to court.

18.3 You can go to court

These terms are governed by the law of Scotland.

If You're a Domestic Customer, wherever You live, You can bring claims against Us in the Scottish courts. If You live in England, Wales or Northern Ireland, You can also bring claims against Us in the courts of the country You live in. We can claim against You in the courts of the country You live in.

If You are a Business Customer, You irrevocably agree to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the Scottish courts.

19 CONTACT DETAILS

We can be contacted with any questions by:

- submitting a form through our website at: <https://www.highlandfuels.co.uk/contact>; or

- using the following contact details:

- Phone:** 0800 224 224

- Email:** sales@highlandfuels.co.uk

- Post:** Affric House, Beechwood Park, Inverness, Scotland, IV2 3BW