



Tel: 03300 552 889  
Fax: 01943 464 663  
Email: sales@tateoil.co.uk  
Address: Tate Fuel Oils Ltd, Leeds Road,  
Leeds, West Yorkshire, LS21 3BB

**If you wish to open an account, please complete the following and return it with a copy of your letterhead. Applications can be sent via post, email or fax using the details above.**

Company trading name: (please tick)		Limited Company	Partnership	Sole Trader	LLP
Limited company registration number:		Company trading name:			
Registered office:					
Postcode:					
Invoice address: (if different)					
Postcode:					
Telephone number:			Fax number:		
VAT number: (if applicable)			Company website address:		
Contact email address:			Email address for billing:		
Accounts contact name:			Accounts contact telephone number: (if different)		
Estimated monthly credit:			Any other comments:		
Products used: (include lubricants and additives)			Declaration of use:		

Any orders are subject to our Conditions of Sale. Please see attached copy.

Signed: \_\_\_\_\_ Print name: \_\_\_\_\_

Position in company: \_\_\_\_\_ Date: \_\_\_\_\_

For office use only	
Salesperson:	Depot code:
D/D mandate - confirmed original in post (please tick)	

## TERMS AND CONDITIONS OF SALE 21/7/2021

### 1. Orders

- 1.1 Any order placed by the **buyer**, whether orally, in writing or electronic form, shall constitute a binding contract of sale once the **seller** has accepted it.
- 1.2 Unless otherwise agreed in writing by the **seller**, all products shall be supplied in accordance with the conditions of sale to the exclusion of any terms and conditions (if any) stipulated by the **buyer**.
- 1.3 The **buyer** shall be solely responsible for ensuring the accuracy of the terms of any order.

### 2. Price

- 2.1 The product shall be charged at the price agreed on the date the order is made, subject to any increase equal to any new or increased tax duties or other imposts or any market variations imposed or occurring up to the date of delivery.
- 2.2 The price shall include all duties levies or other imposts (excluding VAT).
- 2.3 If no price is agreed on the day of sale, the order will be priced based on the day of delivery.

### 3. Payment terms

- 3.1 Payment terms are cleared funds by card or bank transfer unless otherwise agreed by the **seller**.
- 3.2 Credit shall only be available to the **buyer** subject to the completion of the **seller's** credit application form. The offer of credit to any **buyer** and the continuation of such credit terms shall be at the **seller's** sole discretion.
- 3.3 If credit is granted to the **buyer** payment for each delivery shall be made no later than 7 days from date of invoice by direct debit unless otherwise agreed by **seller**.
- 3.4 If any accounts are overdue the **seller** shall be entitled without notice to cancel, terminate or suspend the agreement.
- 3.5 In the event that the **seller** incurs legal costs or fees as a result of late payment the **seller** shall be entitled to reclaim those fees from the **buyer** on an indemnity basis.
- 3.6 If you suspend payment of your debts, or are unable to pay your debts as they fall due or admit an inability to pay your debts, or (being a **seller**) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply; then **seller** may cancel or suspend all further deliveries under these terms and conditions or under any other contract between you and the **seller** without incurring any liability to you, and all outstanding sums in respect of goods delivered to you shall become immediately due.

### 4. Interest

- 4.1 Prompt payment shall be a condition precedent to further deliveries and in the event of the failure of the **buyer** to pay in accordance with the credit terms, statutory late payment interest will be charged in line with the commercial debts (interest) act 1998.

### 5. Deliveries

- 5.1 The **seller** will make every effort to effect delivery in accordance with the **buyer's** requirements and the **seller** will in any event try to deliver within three working days of the order.
- 5.2 No delivery date is guaranteed and time shall not be of the essence.
- 5.3 Where delivery is taken at the **buyer's** premises the **buyer** shall provide safe access for the delivery vehicle between the public highway and the actual delivery point.
- 5.4 The **buyer** shall provide every facility to ensure that the products are promptly discharged or offloaded.
- 5.5 The **seller** accepts no liability for any damage howsoever caused resulting from the **buyer's** failure to carry out their responsibilities under clauses 5.3 – 5.6
- 5.6 In the event the **seller** is unable to effect delivery to the **buyer** by reason of the failure of the **buyer** to satisfy the Conditions in clauses 5.3, 5.4 and 6.2 or for any other reason (including the buyers refusal to accept the delivery of

the products or part thereof) the buyer will be liable for a fee. Reasonable charge for loss of business as deemed by seller will be applied.

## 6. Measurement

**6.1** The **seller** shall not be responsible for dipping, checking or testing the **buyer's** tank.

**6.2** The **buyer** shall be solely responsible for ensuring that the fuel is delivered into the correct feed on the **buyer's** tank which shall have sufficient capacity to receive the ordered quantity.

**6.3** The **seller** shall accept no responsibility for any damage whatsoever caused resulting from the failure on the part of the **buyer** to comply with 6.1 and 6.2 above.

## 7. Title

**7.1** The **seller** shall remain the owner of all product supplied until such time as full payment of all sums owing to the **seller** have been paid.

## 8. Liabilities

**8.1** The **seller's** liability in terms of these conditions is in lieu of and to the exclusion of all other warranties conditions or obligations imposed or implied by statute or otherwise in relation to the quality or description of the goods or their fitness for any particular purpose and all liability for any loss or damage whether direct, indirect or consequential (howsoever arising) is hereby expressly excluded.

**8.2** The **buyer** shall indemnify the **seller** against all claims for personal injury loss or damage to property brought against the **seller** by third parties arising from the delivery storage or use of the products unless such injury loss or damage is solely attributable to the negligence of the **seller** or the **seller's** employees or agents.

**8.3** Without prejudice to the foregoing the **buyer** is warned that the products are unsuitable for any use other than as petroleum products and no liability of any kind whatsoever is accepted by the **seller** for any consequences of using the products for any other purpose.

**8.4** In the event the **buyer** is a consumer as defined under the Sale of Goods Act 1979 or any statutory modification thereof any provision of these conditions which is of no effect by reason of such statute regulation or otherwise shall not apply. For the avoidance of doubt the statutory rights of a consumer are not in any way affected by these conditions.

## 9. General

**9.1** This agreement is personal to the **buyer** and shall not be assignable in whole or by part by the **buyer** without the written consent of the **seller** which may transfer all or any of its rights, benefits and obligations under this agreement to any person at any time. Following any transfer, references to the **seller** will be read as references to the transferee to the extent of the transfer.

**9.2** The **seller** reserve the right at all times to vary any of the terms of this agreement and such variation shall take effect 30 days after written notice of such variation is served on the **buyers** by the **seller** provided always that upon receipt of such variation the **buyer** shall be entitled to serve 30 days written notice to terminate within the 30-day period such notice to have the effect of postponing any change as regards the **buyer** until the date of termination.

**9.3** This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of English courts.

**9.4** The **seller** shall not be liable for any loss the **buyer** may suffer if it is prevented from or delayed in providing any service (including production of statements) due to strikes, industrial action, failure of power supplies or equipment or causes beyond its control or that of its suppliers, agents or contractors.

**9.5** The **seller** may at its discretion obtain information from third parties to ascertain the **buyer's** credit status.

**9.6** For quality and security purposes all phone calls are recorded.



## 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 it to:

Tate Fuel Oils Ltd  
Leeds Road  
Otley  
Leeds  
West Yorkshire  
LS21 3BB

Service user number

7 5 5 4 9 6

For Tate Oil official use only This is not part of the instruction to your bank or building society.

Name(s) of Account Holder(s)

  

Bank/Building Society account number

Branch Sort Code

Name and full postal address of your Bank or Building Society

To: The Manager Bank/building society

Address

Postcode

Reference

### Instruction to your Bank or Building Society

Please pay Tate Oil 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 Tate Oil and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

DDI 1 5/15

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 Tate Oil will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Tate Oil 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 Tate Oil 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 Tate Oil 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.