

## **IMPORTANT: EMO'S OR GREATGAS'S CONTRACT WITH YOU**

These terms and conditions 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 version of these terms and conditions can be found on our website ([www.emo.ie](http://www.emo.ie), [www.greatgas.ie](http://www.greatgas.ie)) or by contacting:

Customer Services  
Clonminam Industrial Estate  
Portlaoise  
Laois  
Ireland  
R32 YY26

Ph 0818 366425

If we make any substantial changes to these terms and conditions, we will contact existing customers and provide a new copy of the terms and conditions; these will be provided digitally, on paper or in large print as the customer's requests. New customers will be supplied with a welcome pack that contains current terms and conditions. Please note that delivery notes will always have up to date terms and conditions, please check the reverse of your delivery notes regularly.

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

### **1. WORDS WE USE IN THESE TERMS AND CONDITIONS**

In these terms and conditions we use the following words and 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** – the Planned Delivery Services as described in section 6

### **2. NOT FOR BUSINESS USE**

2.1 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. There

are separate terms and conditions for Marine, Planned Delivery, UBS, Retail, Wholesale and Commercial customers.

### 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 full name, address, telephone number and email address together with any special delivery instructions. All information you provide must be true and accurate. You must be 18 years old to set up an account and order goods and services from us.

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. For your own information we use third party databases to conduct checks. We reserve the right to change our checks from time to time.

3.3 If any issues 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.

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

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 only a price indication – it is not an offer to make a contract.

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

4.2 Where you order by phone, a contract is formed between us when we confirm on the phone that we have accepted your order. If you are unable to take the order for any reason, please contact us before the delivery.

4.3 Where you order via our website, a contract is formed between us when we send you written confirmation of your order (normally by e-mail).

4.4 Each order you place that is accepted by us forms a separate contract.

4.5 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.emo.ie](http://www.emo.ie), [www.greatgas.ie](http://www.greatgas.ie)) 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 the Republic of Ireland. 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 may 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. On occasion we may contract a third party to deliver our goods and services to you.
- 5.2 Where you order by phone, we will deliver to the address you gave when you opened your account. If the delivery address is to 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 may be invoiced separately, if you have any queries about your order, or worry that it might be incomplete, please contact Customer Services.
- 5.3 Delivery of Fuels 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) that 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 Risk in the product(s) shall pass to the buyer or into the buyer but ownership remains with the seller and shall pass to the buyer only when they have paid and discharged to the seller all monies, including Interest, that are due to the seller on whatsoever grounds and arising out of whatsoever circumstances.
- 5.5 On the buyer making default on the payment of monies which are due and owing, the seller at their option and without notice shall have the right, and the buyer so hereby agrees, to enter upon a premises where the product(s) are located and take possession of and remove same.
- 5.6 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.
- If the delivery address you provide us with is incorrect and as a result your order is delivered to someone else, we cannot be responsible for any costs or inconvenience that you may incur as a result. If your order is not delivered due to an error on the part of the company we will make

your delivery a priority, though we will not accept responsibility for costs/inconvenience incurred as a result.

5.7 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 (you may have more than one tank due delivery). 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
- 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 you 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 or visit ([www.emo.ie](http://www.emo.ie), [www.greatgas.ie](http://www.greatgas.ie)). If you collect the Fuels from us then you must comply with our policies and procedures regarding access to, and conduct at, our premises.

5.8 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.

5.9 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 unsuitable/unsafe; or there is less space available in your tank than the quantity 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 5.14), 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 an urgent second delivery is required to top up to the amount you ordered, a Priority Charge may be payable under section 5.16 unless the under-delivery was our fault.

5.10 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.

- 5.11 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 – (typically this is €3.40 per km)
- 5.12 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 the problem with you to arrange collection of the Goods or agree another solution.

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

- 5.13 If you are ordering Goods online (excluding Fuels), the price of the Goods will be as set out on our website.
- 5.14 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 may only 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 total 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.**
- 5.15 **Delivery charges:** If your delivery is subject to a delivery charge, you will be told about it before you place your order.
- 5.16 **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 endeavour 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).

### **6. WHAT ARE PLANNED DELIVERY SERVICES FOR FUELS?**

- 6.1 We offer two planned delivery services for Fuels: (i) the Degree Day Service, where we monitor the weather and your normal fuel use to estimate when you are likely to run low on fuel; and (ii)

our “Fixed Service”, where we “top-up” your tank according to an agreed delivery cycle; the “**Planned Delivery Services**”.

- 6.2 Our estimates are based on either: (i) our understanding of your available storage, weather patterns and your past patterns of use, and/or (ii) our agreed delivery cycle. If you think that your storage tank or use of the Fuels is going to change (for example, you buy a new, smaller, tank or you extend your property) then tell us so that we can take it into account.
- 6.3 We will endeavour to ensure that you do not run out of the Fuels. However, we cannot guarantee that this will not happen, especially in periods of high use such as the winter when it can be very difficult for our drivers to make as many deliveries, safely, as may be required. Remember to check the fuel level in your tank regularly and tell us if you think that you are about to run out of the Fuels or will need more than usual.
- 6.4 If you have run out of (or are about to run out of) the Fuels then you should contact Customer Services and we will endeavour to make an urgent delivery of the Fuels to you. The Priority Charge referred to in section 5.16 does not apply to urgent deliveries if you are a Planned Delivery Service customer.
- 6.5 As we plan our deliveries based on our estimate of your requirements, if you purchase fuels from another supplier without telling us then we may waste time and costs when we come to deliver the Fuels that we estimated you require. You therefore agree not to place orders with another supplier during the term of the contract. However, if you require Fuels urgently and we cannot deliver your order within a reasonable time then you may (for that reason only) place a one-off order with another supplier. If you place an order with another supplier (excluding for the reason that we are unable to deliver within a reasonable time) so that we cannot deliver the Fuels we have estimated you need, then we may, in addition to any other rights we might have, invoice you for the cost to us of attempting to deliver the Fuels to you and returning them to our depot, or another customer, whichever is cheaper – (typically this is €3.40 per km).
- 6.6 **You must tell us at least 7 days before you change address.** If you don't and a delivery is made to your old address then you must pay for the cost of the Fuels delivered to the old address. Please contact us if you believe that you will be using substantially more or less fuel for whatever reason.
- 6.7 The contract for Planned Delivery Service will carry on until we or you ask for it to end. We or you may end the contract at any time by telling (by letter or email) the other party at least two weeks before the date you or we want the contract to end. Additionally, you may cancel by telephone and we will confirm the end of the Planned Delivery Service by a letter to you.

### **What Do You Pay for the Planned Delivery Service?**

We want to keep you informed about the price you will have to pay. Ideally, we would like you to provide us with your email address or mobile telephone number. We will then tell you by email or a text (SMS) message when we are going to deliver to you. You can then check the price for your Fuels at:

[www.emo.ie/domestic/planned-deliveries-price](http://www.emo.ie/domestic/planned-deliveries-price)

If there is a problem, you can cancel your next delivery by contacting your local depot (whose contact details will be set out in the pricing text/email) by 1pm on the day following the day we sent the email / text to you. If you don't cancel by 1pm then we will deliver as normal.

- 6.8 Within 7 days from the date of delivery, you may contact us to ask about the price per litre which we applied and, upon request, we will recalculate the cost of your delivery using the average price per litre paid for one-off orders, we delivered in your area on the same delivery date and, if this would be lower, we will change your invoice to match.
- 6.9 The Planned Delivery Services give you additional benefits of security of supply and the convenience of not having to place separate orders. As a result, the Unit Price and Net Price for Planned Delivery Services can be higher than those for some normal one-off orders, to cover the benefits to you and the extra administrative costs we incur in providing these Services.
- 6.10 Whenever we make a delivery to you pursuant to the Planned Delivery Services our driver will leave a meter stamped delivery note which sets out the delivery volume. In the absence of any clear evidence to the contrary, the volumes shown on this note will be deemed to be the quantity of the Fuels that we delivered to you. Your invoice will set out the details of what you have to pay for your Fuel.

**It is important to us that you understand the price you have to pay; if you have any questions, we would love to be able to help. Call us on ROI 0818 366425.**

## 7. HOW DO YOU PAY?

- 7.1 Where you are purchasing online, we ask you to pay for your Goods when you place your order.
- 7.2 Where you are purchasing Fuels or Services by phone, normally, we send you an invoice after delivery of the Fuels and/or the Services. Sometimes, we ask you to pay for Fuels or Services when you place your order.
- 7.3 If you haven't paid in advance, **you must pay the amount on the invoice within 14 days of receipt**, unless we agree something else.
- 7.4 Payments for Goods can be made by, direct debit, credit card, debit card, cash, cheque or via internet or telephone banking unless otherwise agreed. For purchases by phone we may also accept cash (up to the value of (€5000)).
- 7.5 Planned Delivery Services can be paid for by variable direct debit.

## 8. WHAT HAPPENS IF YOU DON'T PAY ON TIME?

- 8.1 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;

- without telling you suspend or cancel delivery of the Goods (and/or performance of the Services) under the contract, and any other contract, until you pay the amounts you owe us in full; 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 Bank of Ireland. You must pay us this interest on top of the late payment.

## 9. CAN YOU CANCEL AND RECEIVE A REFUND?

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

- 9.1 **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 €3.40 per km that is the cost to us of the wasted journey.
- 9.2 You can cancel an order for Goods (including Fuels in barrels but excluding other Fuels) or Services as follows:
- 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;
  - for Services - within 14 days beginning on the day after the contract was concluded under section 4.3.
- 9.3 We are sorry but for Fuels, once our Fuel is mixed with your Fuel in your tank, you cannot cancel your order.



9.4 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 completing and sending us the cancellation form [which you can find on our website ([www.emo.ie](http://www.emo.ie), [www.greatgas.ie](http://www.greatgas.ie)) (and enclosed in the welcome pack for Fuels or Services customers)] or by writing to us at:

Customer Services

Clonminam Industrial Estate

Portlaoise

Laois

R32 YY26

Ireland

Ph 0818 366425

To meet the cancellation deadline, it is sufficient for you to send us your cancellation notice before the cancellation period has expired.

9.5 If you cancel an order for **Goods** (other than Fuels), we will reimburse to you all payments received from you including the costs of delivery (except for any additional cost arising if you chose a type of delivery other than the least expensive we offer). We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you. You must return any cancelled Goods you have received to us without undue delay and in any event not later than 14 days from the day on which you tell us you want to cancel. The deadline is met if you send back the Goods before the 14 days has expired. You will have to bear the direct cost of returning any Goods. Where Goods cannot be returned by post, we will confirm return charges before entering the contract with you.

9.6 If you cancel an order for Services, we will repay to you all payments received from you except those set out in section 9.5.

9.7 We will not start any Services during the cancellation period set out in section 9.1 unless you clearly ask us to. You can ask us either by telephone or in writing. If you ask us to start any Services during the cancellation period, you must pay us for Services provided up to the time you cancel. You must pay an amount that is in proportion to what we have done, in comparison with everything due under the contract.

9.8 We will repay you without unnecessary delay and within:

- 14 days after the day we receive back from you any Goods supplied; or
- if earlier, 14 days after the day you provide evidence that you have returned the Goods; or
- if no Goods are supplied, within 14 days from the day you told us you want to cancel.

If you have not yet paid for your cancelled order, then we will simply not charge you for it.

- 9.9 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. If we are allowed to charge you for any Services under section 9.7, we may either take this out of what we repay you or ask you to pay the amount to us.

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

- 9.10 We do our best to get things right and provide our Services with reasonable skill and care.
- 9.11 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.
- 9.12 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 9.15.

- 9.13 The warranties in section 9.12 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.
- 9.14 If you are worried about the Goods or Services we have supplied, please call Customer Services who will do their best to help you.
- 9.15 If the Goods do not meet the promises in section 9.12 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), but you must have **told us in writing about the problem under section within one week of discovering the problem**. We can ask you to send us reasonable evidence of any Goods affected by the problem.
- 9.16 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.

### **10. WHAT DOES EMO DO IF SOMETHING IS WRONG?**

- 10.1 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.

10.2 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 law about our ownership of the goods / Fuels and ability to sell them;
- defective products under the consumer protection legislation; or
- any other matter for which the law does not allow us to exclude or attempt to exclude our liability.

## 11. **ADDITIONAL IMPORTANT INFORMATION**

11.1 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.

11.2 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).

11.3 Where you are purchasing Goods or Fuels in the Republic of Ireland, the contract between us will be governed by the law of the Republic of Ireland.. The parties agree to the non-exclusive jurisdiction of the Irish courts..

## 12. **WE WANT TO HEAR FROM YOU**

12.1 We always like to hear from our customers whether it is good news or a problem you need us to solve. Our Customer Services teams are ready for your call in The Republic of Ireland at 0818 366425 between the hours of eight thirty am and five pm, Monday to Friday. Calls may be recorded for training purposes. Alternatively, please email us at [contact@dccoilireland.com](mailto:contact@dccoilireland.com) for Customer Services or write to us at the registered address listed below.

12.2 We will respond to you within 24 hours 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 five working days of your first contact with our Customer Services Team.

13. **INFORMATION ABOUT US**

Our full legal name for business is Emo Oil Ltd. We are company registered in Ireland. Our company number is 118120 and our registered address is

Clonminam Industrial Estate,

Portlaoise,

Laois,

R32 YY26,

Ireland.

Our VAT number is 4812336V.

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