WCF Chandlers Top-Up Scheme Agreement Terms and conditions

1. We operate a planned delivery service known as our "Top-Up" service, whereby we "top-up" your tank according to an agreed delivery cycle; this service is referred to in these Conditions as the "Planned Delivery Service".

2. Our deliveries are based on our agreed delivery cycle. If you anticipate that there is likely to be a material change in your storage capacity or pattern of consumption of the Goods (for example, you buy smaller tank or you extend your property) then you must notify us so that we can take such factors into account.

3. We will use our best efforts to ensure (based on the provisions above) that you do not run out of oil. However, we cannot guarantee this (especially in periods of high use such as the winter when it can be very difficult for our drivers to make deliveries safely) and it is important that you monitor the fuel level in your tank and if you believe that you may run out of oil or anticipate any material fluctuations in demand that you let us know as soon as you can so that we can arrange to make the required deliveries to you.

4. If you realise that you have run out of (or are about to run out of) oil then you should contact us by telephone, and we will use our best efforts to make an urgent delivery of oil to you.

5. For Domestic Customers only: Whenever we make a delivery to you pursuant to the Planned Delivery Services our driver will leave with you (or post to your premises as appropriate) a meter stamped delivery note which sets out delivery volume (and 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 Goods that we delivered to you).

6. Termination of the Planned Delivery Service: (a) we will provide the Planned Delivery Services on a continuing basis unless or until it is cancelled by either party giving the other not less than 2 weeks prior written notice. (b) We may stop providing the Planned Delivery Services at any time if you fail to make payment of any sums which are due to us, or you are otherwise in breach of any of your obligations under the conditions.

7. We plan our deliveries based on our estimate of your requirements and you agree not to place orders with another supplier during the term of the agreement unless you contact us regarding an urgent requirement for the Goods and we are unable to fulfil the same within a reasonable period then you may in those limited circumstances place a one-off order with a third-party supplier. If we identify that you have placed an order with another supplier so that we cannot deliver the relevant volume of the Goods to you then we may invoice you in relation to our reasonable aborted delivery costs.

8. If you are no longer resident in a property or vacate your premises then you must give us at least 7 days advance written notice of any change of address. If you fail to do this and a delivery is made to your old address, then you are obligated to pay for the cost of the Goods delivered to that address.

9. The Storage tank must comply with Chandlers Oil requirements for delivery in a safe and environmentally responsible manner. In the event of any tank not meeting Health, Safety and Environmental standards, Chandlers Oil will advise the customer of the required improvements and deliveries under the Agreement will be suspended until remedial work has been completed. 10. All new customers will be required to pre-pay in full their 1st delivery. If any payment is returned unpaid by the customer's bank or the customer's account becomes overdue, deliveries under the Agreement will be suspended until full payment has been received and credit terms are resumed. No liability will be accepted by Chandlers Oil for any consequences arising.