



NICHOLL FUEL OILS

Website / Pop Up Shop - Terms and Conditions of Sale – NW200 Merchandise

Summary of some of your key rights:

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in these Terms, such as information on our complaint handling policy.

Right to cancel - Goods

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

Your Consumer Rights - Goods

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:

- up to 30 days: if your goods are faulty, then you can get a refund;
- up to six months: if they can't be repaired or replaced, then you're entitled to a full refund, in most cases;
- up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

1. Our Terms

A. These terms and conditions set out: your legal rights and responsibilities; our legal rights and responsibilities; and certain key information required by law.

B. If you do not understand any of these Terms and want to talk to us about it, please contact us by:

I. e-mail: connie.burns@nicholloils.com, or

II. telephone: 02871813116. Please note that calls will be answered at the following times:

Mon- Fri 9am -5pm

We may record calls for quality and training purposes.

C. Definitions:

I. "We, us or our" means NICHOLL FUEL OILS, (Company Number 005816, VAT registration number xi253550570) with our registered office being at:

176 Clooney Road
Greysteel
Co.Derry
BT47 3DY

References to us in these Terms also includes any group companies which we may have from time to time;

II. "Our site or our website" means the site on which these terms and conditions are displayed, including, but not limited to the following websites:

www.nicholloils.com

III. "Terms" means these terms and conditions of sale as updated from time to time;

IV. "You or your" means the person accessing or using our site to make purchases from us.

2. Terms and conditions of sale

A. These Terms apply to any sale of goods on our site. If you buy goods on our site you agree to be legally bound by these Terms and the terms and conditions contained herein.

B. These Terms are only available in English. No other languages are available for these Terms.

C. When buying any goods on our site you also agree to be bound by:

I. our terms and conditions of use and any documents referred to therein;

II. extra terms which may add to, or replace some of, these Terms. This may happen for the following reasons:

Regulatory, Legal or any circumstances beyond our control.

We will contact you to let you know if we intend to do this by giving you one month's notice. You can end the contract created by these Terms at any time by giving one month's notice if we tell you extra terms apply;

III. specific terms which apply to certain goods. If you want to see these specific terms, please visit the relevant webpage for the goods.

All these documents form part of these Terms as though set out in full here.

3. Information we give you

A. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

I. navigate to the following page: www.whichcoul.com/consumer-rights/legal;

II. read the Confirmation email that will be sent to you when you have ordered goods (see clause below); or

III. contact us using the contact details above.

B. The key information we give you by law forms part of these Terms (as though it is set out in full here).

C. If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

4. Ordering from us

A. Here we set out how a legally binding contract between you and us is made.

B. You place an order on our site by doing the following:

Visit www.nicholloils.com and select NW200 Official Merchandise and following the steps through the checkout process.

C. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

D. When you place your order at the end of the online checkout process (e.g. when you confirm payment), we will acknowledge it by Email. This acknowledgement does not, however, mean that your order has been accepted.

E. We may contact you to say that we do not accept your order. This is typically for the following reasons:

- I.** the goods are unavailable;
- II.** we cannot authorise your payment;
- III.** you are not allowed to buy the goods from us;
- IV.** we are not allowed to sell the goods to you;
- V.** the number of goods you have ordered is too large; or
- VI.** there has been a mistake on the pricing or description of the goods.

5 Right to cancel

A. You have the right to cancel the contract created by these Terms within 14 days without giving any reason.

B. The cancellation period will expire after 14 days from the day:

- I.** on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of any goods, in the case of a sales contract;
- II.** on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good purchased, in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately;
- III.** on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece of any purchased goods, in the case of a contract relating to delivery of a good consisting of multiple lots or pieces;
- IV.** on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good purchased, in the case of a contract for regular delivery of goods during a defined period of time.

C. To exercise the right to cancel, you must inform us of your decision to cancel the contract created by these Terms by a clear statement by email. You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To:

NICHOLL FUEL OILS
176 Clooney Road
Greysteel
Co.Derry
BT47 3DY
connie.burns@nicholloils.com

I/We* hereby give notice that I/We* cancel my/our* contract of sale of the following goods */the supply of the following service *,

Ordered on */received on *,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

* Delete as appropriate

D. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

6. Effects of cancellation

A. If you cancel the contract created under these Terms in accordance with these Terms, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

B. 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.

C. We will make the reimbursement without undue delay, and not later than:

I. 14 days after the day we received back from you any goods supplied; or

II. (if earlier) 14 days after the day you provide evidence that you have returned the goods; or

III. if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel the contract created under these Terms.

D. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.

E. If you have received goods:

I. you shall, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the contract created under these Terms to us, send back the goods or hand them over to us

II. the deadline shall be met if you send back the goods before the period of 14 days has expired;

III. you will have to bear the direct cost of returning the goods;

IV. you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

7. Delivery of goods

A. We use the following delivery services to deliver our goods:

Royal Mail

B. Delivery of the goods will take place when we deliver them to the address that you gave to us.

C. Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:

I. let you know;

II. cancel your order; and

III. give you a refund.

D. If nobody is available to take delivery, please contact us using the contact details above.

E. You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

I. We may deliver your goods in instalments. To check if your goods may be delivered in this way, click on the check the delivery details during the online checkout process.

8. Payment

A. We accept the following means of payment:

All major Debit/Credit cards.

B. We will do all that we reasonably can to ensure that all of the information you give us when paying for goods is secure by using an encrypted and secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

C. Your credit card or debit card will only be charged when you confirm your order.

D. All payments by credit card or debit card need to be authorised by the relevant card issuer. From time to time we may also use extra security steps via Verified by Visa, Mastercard®SecureCode™ or equivalent services.

E. If your payment is not received by us and you have already received any goods, you:

I. must pay for such goods within 30 days; or

II. must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.

F. If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.

G. Nothing in this clause affects your legal rights to cancel the contract during any applicable 'cooling off' period detailed under the Clauses entitled 'Right to Cancel' and 'Effects of Cancellation' above.

H. The price of the goods:

I. is in pounds sterling (£)(GBP);

II. includes VAT at the applicable rate; and

III. does not include the cost of: Postage

(a). delivering the goods (delivery options and costs will be provided before you place your order); or

9. Nature of goods

A. The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:

- I.** are of satisfactory quality;
- II.** are fit for purpose;
- III.** match the description, sample or model; and
- IV.** are installed properly (if we install any goods).

B. We must provide you with goods that comply with your legal rights.

C. The packaging of the goods may be different from that shown on our site.

D. While we try to make sure that:

- I.** all weights, sizes and measurements set out on our site are as accurate as possible, there may be a small discrepancies in such weights, sizes and measurements; and
- II.** the colours of our goods are displayed accurately on our site, the actual colours that you see on your computer may vary depending on the monitor that you use.

E. Any goods sold:

- I.** at discount prices;
- II.** as remnants; or
- III.** as substandard;

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

F. If we can't supply certain goods we may need to substitute them with alternative goods of equal or better standard and value. In this case:

- I.** we will let you know if we intend to do this but this may not always be possible; and

II. you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

10. Faulty goods

A. Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of these Terms. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:

I. contact us using the contact details above; or

II. visit the Citizens Advice website www.citizensadvice.uk.

B. Nothing in these Terms affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

C. Please contact us using the contact details above, if you want:

I. us to repair the goods ;

II. us to replace the goods ;

III. a price reduction; or

IV. to reject the goods and get a refund.

11. End of the contract

If the contract that is created between us under these Terms is ended it will not affect our right to receive any money which you owe to us under this Terms.

12. Limit on our responsibility

A. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for:

I. losses that:

(a). were not foreseeable to you and us when the contract was formed;
or

(b). that were not caused by any breach on our part;

II. business losses; and

III. losses to non-consumers.

13. Indemnity and insurance

A. You shall indemnify us, and keep us indemnified, from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with your breach of any of your obligations under these Terms.

B. You shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover your obligations under these Terms. On request, you shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

14. Limitation of liability

A. The extent of the parties' liability under or in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause.

B. Subject to the sub-clauses below titled "Exceptions", our total liability shall not exceed the sum of £0 (zero pound).

C. Subject to the sub-clauses below titled "Exceptions", we shall not be liable for consequential, indirect or special losses.

D. Subject to the sub-clauses below titled "Exceptions", we shall not be liable for any of the following (whether direct or indirect):

I. loss of profit;

II. loss or corruption of data;

III. loss of use;

IV. loss of production;

V. loss of contract;

VI. loss of opportunity;

VII. loss of savings, discount or rebate (whether actual or anticipated); or

VIII. harm to reputation or loss of goodwill.

E. Exceptions:

I. The limitations of liability set out above shall not apply in respect of any indemnities given by either party under these Terms.

II. Notwithstanding any other provision of these Terms, the liability of the parties shall not be limited in any way in respect of the following:

- (a). death or personal injury caused by negligence;
- (b). fraud or fraudulent misrepresentation;
- (c). any other losses which cannot be excluded or limited by applicable law;
- (d). any losses caused by wilful misconduct.

15. Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

16. Privacy Policy

Nicholl Oils Group is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified, you can be assured that it will only be used in accordance with this privacy statement.

Nicholl Oils Group may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 1 May 2018.

17. GDPR

If you have any questions about how we store or more generally about our use of your personal information, you may contact us by writing to us at Data Protection, Nicholl Fuel Oils Limited, 172-176 Clooney Road, Greysteel, Co L'Derry BT47 3DY, email us at gdpdatateam@nicholloils.com or phoning your local Nicholl Oils Group contact centre at any time.

18. Cookies Policy

Cookies are text files containing small amounts of information which are downloaded to your device when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, or to another website that recognises that cookie (third party cookie). They are used by us to help our users navigate this website efficiently and perform certain functions. Due to their core role of enhancing or enabling usability or site processes, disabling cookies may prevent users from using certain parts of this website. If you'd like to learn more about cookies and how to manage them you can visit www.aboutcookies.org.

19. In – Store (Pop Up Shops)

We are sure you will be pleased with your purchase. However, should you wish to return anything bought from us, we will be happy to exchange the product provided it is in fully resaleable condition. Our pop-up store return policy is exchange only. Exchanges can only take place at the following locations and within the following time frames;

- NW200 Pop Up Shop – The Diamond Centre, Coleraine
- Saturday April 16th,
- Saturday April 23rd,
- Saturday April 30th
- Saturday May 7th

. The pop-up store will only be available between 10am - 3pm on these dates. Alternatively, you can visit us at the NW200 on Thursday May 12th and Saturday May 14th to exchange your products.

19. Disputes

A. We will try to resolve any disputes with you quickly and efficiently.

B. If you are unhappy with:

- I. the goods;
- II. our service to you; or
- III. any other matter;

please contact us as soon as possible.

C. If you and we cannot resolve a dispute using our complaint handling procedure, we will:

- I. let you know that we cannot settle the dispute with you; and
- II. consider the need for Alternative Dispute Resolution and, if considered necessary, provide you with information about any alternative dispute resolution provider we deem appropriate to deal with your complaint.

D. If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

E. The laws of Northern Ireland will apply to these Terms.

F. These Terms are current and up to date as of: **14th April 2022**