## Refund and returns

## Sale of Goods Act 1893 and Sale of Goods and Supply of Service Act 1980

1.1 Agreement is subject to the provisions of the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980 in all cases except where the Customer is contracting within the terms of a trade/business (which cases are specifically excluded).

1.2 Notwithstanding Clause 1.1. nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the Sale of Goods Act 1893 (in particular sections 12-15), or the Sale of Goods and Supply of Service Act 1980, or any laws or legislation governing the right of consumers, except to the extent permitted by those Acts, Laws or Legislation.

1.3 In particular where the Customer buys Goods as a consumer the provisions of Clauses 2 and 3 below shall be subject to any laws or legislation governing the rights of the consumers.

## Returns

3.1. Returns will only be accepted provided that:

(a) The Customer has complied with the provisions of Clause 3.1. and

(b) The Distributor has agreed in writing to accept the return of the Goods and

(c) The Goods are returned at the Customer’s cost within seven (7) days of the delivery date and

(d) The Distributor will not be liable for Goods which have not been stored or used in a proper manner and

(e) The Goods are returned in the conditions in which they are delivered.

3.2. The Distributor may (in its discretion) accept the return of Goods for replacement but this may incur a handling fee as a percentage of the value of the returned Goods, to be advised in each case, plus any freight.

## How to Pay/Payment

* When an Order paid by debit or credit card is placed on this Website, the full value of the order placed is deducted from the debit or credit card at the time of ordering. In the event that the delivered amount is less than the amount ordered we will refund the difference back to the debit or credit card used to place the order. The unit price charged may vary where the delivered quantity is less than the ordered quantity.
* Where you are purchasing Fuels/Services by phone, normally, we send you an invoice after delivery of the Fuels and/or the Services. Normally, we ask you pay for Fuels/Services when you place your order.
* If you haven’t paid in advance you must pay the amount on the invoice within 14 days or receipt, unless we have agreed something else.
* Payments for Goods can be made by direct debit, credit card, cash, cheque or via internet or telephone banking unless otherwise agreed. For purchases by phone we may also accept cash.

## Delivery

5.1. Delivery will normally take place within one or two working days of receiving and order but during busy times and in poor weather conditions it may take longer. North City Oil will make every effort to make a prompt delivery but cannot accept responsibility for delays caused by circumstances beyond our control. If for any reason, we are unable to fulfill a delivery for an order which has been placed and paid for through this Website we will refund in full the value of the order placed.

Refunds

6.1 Refunds from this website are processed through our payments processor and the banking system and can take between three and ten days to complete. We will repay you without unnecessary delay.

## Can you cancel and receive a Refund?

7.1. You can cancel any order for Fuels on any day prior to the date of delivery. You will need to phone our depot or send an email to confirm that you don’t want the Fuels. If our Tanker is already on the way to you on the date agreed with you then there may be a charged

7.2. 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 phoning our depot, To meet the cancellation deadline.

7.3. If you cancel an Order we will reimburse you all payments received from you. You must return any canceled 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.

7.4. If you cancel an order for Services, we will repay you all payments received from you.

7.5. We will repay you without unnecessary delay but please note that this may take from three and ten days to complete.

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## GDPR

## What do you do with my Data?

The protection of your personal Data is an important priority for North City Oil.. From time to time to help us offer you a better standard of service we use your Personal Data for the following legitimate interests to our business:

* Contacting you by mail and email about your account with Invoices, Statements, Balances and other important information
* Telling you by mail and email about products and offers which we think will be relevant to you
* Where you have bought from us in the last 12/18 months, contacting you by e-mail and/or SMS texts about our news and offers.

## How do you protect my Personal Data?

We look after your personal information at all times by using the appropriate security and technical controls. Our Technical Controllers or anyone who is handling your Data have to comply with our very strict standards of operations under European Data Protection Law.

## How long will you hold my Personal Data?

We are obliged by Law to hold your account information such as name, address and transaction details for 7 years. In relation to sending you out marketing information we will hold it for 18 months. You are free to ask us at any time what information we hold about you. To do this you must drop us a line at the address below.

## Who will you give my Personal Data too?

We will not distribute your personal information to anyone unless we have your permission or are required by law to a person authorised to obtain data under specific legislation.

## I don’t want to receive any more marketing information.

If you do not wish to receive any more marketing information from us by email, post or telephone, you are obliged to contact us and we will stop immediately. Your information will still be held by us where we are legally obliged to do so.

### Please contact us if you would like any of the following:

* To enquire what information is being processed
* A copy of the information that is being processed
* A copy of deletion of information held on you
* To request that your information be handed over to someone else
* To contact us if you wish to object to the processing of your information
* To contact us if you wish to make a complaint