

# Domestic Heating Oil Account Application Form



TO SET UP AN ACCOUNT PLEASE COMPLETE THE FORM IN BLOCK CAPITALS AND SEND TO:  
Freeport RSTC-YAHC-ZTKS, Thomas Silvey Ltd, Unit 5, Badminton Road Trading Estate, Yate, BRISTOL BS37 5NS

## Your details

Is your home owned  or rented  (please tick). If rented, what is the remaining period of tenancy? Years  Months

Title ..... Surname ..... Forename(s) .....

Address ..... Postcode .....

Tel: Home ..... Tel: Mobile ..... Email: .....

Delivery Address if different ..... Postcode .....

If you are not the sole owner/lessee of the property, please provide the name of the co-owner/lessee

Title ..... Surname ..... Forename(s) .....

We may wish to seek an independent credit reference from time to time in order to maintain/increase credit limits.  
By signing this form you give your consent to us doing so.

How long have you lived at this address? Years  Months  (If less than 2 years please provide previous address).

There are two main payment options, please select and complete relevant section below:



### Three Easy Steps

#### Step 1 – Estimate your monthly payment.

To do this take your last full year's oil consumption and multiply it by the current price per litre then divide by 10.

Volume of oil used in a year (litres\*) =

Multiply volume by current price per litre (£.....p/l) = £

Divide this figure by 10 = £

This will be your monthly Direct Debit payment amount. Your credit limit is a maximum of 4 times your monthly payment.

If you need any help calculating your monthly payment call 01454 333033 and a member of our sales team will be pleased to help.

#### Step 2 – Complete the Direct Debit form.

Payment will be taken by Direct Debit on the 1st working day of the month unless otherwise agreed.

#### Step 3 – Order your fuel.

Call your local office or visit [www.silvey.co.uk](http://www.silvey.co.uk) to buy online.

### Please provide a little more information to help us with your delivery:

Tank capacity (litres\*) .....

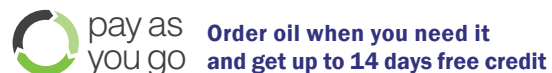
Usual delivery size in litres\* .....

\*there are 4.5 litres in an imperial gallon

I/we would like to apply for a Silvey Easipay account.

I/we have read and understood the T's & C's and agree to be bound by them:

Signature ..... Date .....



A pay as you go account allows you to order domestic heating oil, have it delivered straight away and get up to 14 days free credit\*  
Payment can be made by Direct Debit, Credit Transfer or Debit Card.  
Order your fuel by calling your local office or visit [www.silvey.co.uk](http://www.silvey.co.uk) to buy online.

### There are 3 main payment options

Choose your preferred method of payment from the following options:

#### Option 1 – Pay by Direct Debit (14 days credit)

To pay by Direct Debit simply complete the Direct Debit form on page 2 of this form. Payment will be taken 14 days from the date on the invoice.

#### Option 2 – Pay by Credit Transfer (7 days credit)

You can pay by Credit Transfer. Our bank details are:

Account Name: **THOMAS SILVEY LTD**

Sort Code:    /    /

Account Number:

Please quote account number as shown on your bill when making a payment.

#### Option 3 – Pay by Debit Card (7 days credit)

To pay by Debit Card call 01454 333033 and speak to a member of our sales team.

Select your option: Option 1  Option 2  Option 3

I/we would like to apply for a Silvey pay as you go account.

I/we have read and understood the T's & C's and agree to be bound by them:

Signature ..... Date .....

\*14 days for Direct Debit. 7 days for Debit Card and Credit Transfer

For Easipay and Pay as you Go (option 1), please now complete and sign the Direct Debit instruction on the following page

# Domestic Heating Oil Account: Application form (2)

## Direct Debit instruction

\*Bank may decline to accept instructions to pay Direct Debits from some types of accounts. Please note: Your bank/building society may take up to seven working days to activate your Direct Debit instruction.

Please complete parts 1 to 5 to instruct your bank to make payments directly from your account. Then return the form to the address shown on top of page 1.

Originator's ID Number



Originator's Reference

**1. The Manager** – full address of your bank branch inc. postcode

.....

Bank.....

**2. Name of Account Holder**

.....

**3. Branch Sort Code** (from the right hand corner of your cheque)

/  /

**4. Account Number**

**5. Your instructions to the bank & signature:**

Please pay Thomas Silvey Ltd 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 Thomas Silvey Ltd and, if so, details will be passed electronically to my Bank/Building Society.

\*Signature(s).....

.....

\*Date.....

\*This must be signed in accordance with the mandate held by the Bank

## Additional services:



**EasiLIFE** – Never run out of Heating Oil again

Make your life easy with Silvey's automated heating fuel top-up service

No one wants to run out of fuel, but it happens. That's why we've developed an automated top-up service. Where fuel consumption is consistent we simply schedule a regular delivery, where it is less predictable we install an in-tank monitoring device to monitor your fuel level remotely and top-up when it drops below a pre-agreed volume. Alternatively we'll provide you with a fuel level "read-out" and you decide when to re-order. To find out more please fill in your details below and a member of our sales team will be in touch.

1. I am interested in automatic top-up/tank monitoring:

Please contact (name).....

on (tel).....

2. I can receive a mobile phone signal where my oil tank is located:

Yes  No  If yes, which network?.....

3. My oil tank is: Plastic  Metal  Singleskin  Doubleskin

Don't forget to complete and sign the Direct Debit instruction.



Add **tankCHECK** for only £3.60 per month

Annual heating oil tank inspection that helps avoid costly problems at a later date

You will receive an annual inspection from a trained technician who will provide you with an on-the-spot survey report, giving you all the information you need to manage the maintenance of your heating oil tank and avoid costly problems. An annual tankCHECK usually costs £40 + VAT.

However if you add tankCHECK to your easiPAY account **you only pay £36 + VAT**, which equates to **£3.60 per month**.

If you would like an annual tankCHECK included on your easiPAY account please sign and date below.

Signature..... Date.....

Don't forget to complete and sign the Direct Debit instruction.

## Upgrade to betterBURN:



**betterBURN** – cleaner, kinder, fresh smelling Heating Oil which reduces running costs.

betterBURN is a fantastic alternative to standard kerosene. It has been specifically developed to deliver efficiency savings and environmental benefits to our customers... and what's more it smells great. betterBURN is the product we recommend for standard pressure jet boilers.

- 10% efficiency savings: less deposits so your boiler operates more efficiently
- Maintenance savings: promotes a clean fuel system helping save on costly maintenance
- Sweeter Smell – betterBURN has a pleasant vanilla fragrance
- Better for all – Optimised burner performance means lower CO<sup>2</sup> emissions.

I am interested in switching to betterBURN:

Please contact (name).....

on (tel).....



**betterBURN V** – an improved Kerosene Fuel that will enhance the efficiency of your Aga.

betterBURN V has been specially designed for consumers who own an oil fired appliance using a vaporising burner (such as an AGA).

- Maintenance savings – betterBURN V contains an anti-oxidant which inhibits the formation of deposits and oxidation thus reducing service intervals.
- Clean tank – betterBURN V contains additives that help to stabilise your fuel keeping it cleaner and fresher for longer which in turn helps to maintain the efficiency of your system.

I am interested in switching to betterBURN V:

Please contact (name).....

on (tel).....

# Domestic Heating Oil Account: Terms and Conditions

Thomas Silvey Ltd. is registered with the Information Commissioner under the Data Protection Act 1998 as Data Controller for all the personal data supplied. By completing and returning this form you are giving your consent for your data to be processed for the administration, management and implementation of our business with you. To this end, data may be shared with credit reference sources to ensure and protect our mutual business dealings. Credit agencies may keep a copy and share the information with other businesses. We may also make enquiries with the credit reference agency about the Principal Directors. We will monitor and record information about our customers' credit performance and will make these records available to credit reference agencies and other official agencies for credit applications and the prevention of fraud. Credit limits and performance are reviewed periodically and this could result in further checks being made with credit agencies. Data may also be used for marketing purposes within our own operations.

## **BUSINESS & DOMESTIC CUSTOMERS**

Some of these terms apply to domestic customers only; some apply to business customers only. Those terms are marked as such. All other terms apply to all customers. You are classified as a business customer if you indicate to us that the goods supplied by us will be used in course of your business. If you are not a business customer you are a domestic customer.

## **PRICE – Domestic Customers**

The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.

## **PRICE – Business Customers**

Unless otherwise stated, the price quoted to business customers is an illustrative estimate only and the price charged will be our price current at the time of delivery. Rates of tax and duties on the goods will be those applying at the time of delivery. The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.

## **LATE DELIVERY**

All delivery times quoted are estimates only. If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however: you may not cancel if we receive your notice after the goods have been dispatched; and if you cancel the contract, you can have no further claim against us under that contract. If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).

## **SHORT DELIVERY**

We may deliver the goods in instalments. Each instalment is treated as a separate contract. All of our delivery vehicles have meters, which are inspected annually by representatives of the Department of Trade (Trading Standards). The meters are sealed units. On metered deliveries, our delivery note will record the meter readings before and after delivery to verify the volume delivered. If our delivery note indicates that we have delivered less than the quantity ordered we will (at your option) either: charge you only for the quantity delivered; or deliver the balance to you as soon as we are able to (however we are not obliged to do this if the shortfall is less than 500 ltrs). If our delivery note indicates that we have delivered more than the quantity ordered we will either: charge you for the full quantity delivered; or should the excess be more than 500 litres, and fit for resale, we will remove it as soon as we are able to (if you wish us to do so and it is practicable to do so). If you believe that our metered delivery note does not accurately record the quantity delivered, we will arrange for our delivery vehicle's meter to be checked, but first you must demonstrate, to our reasonable satisfaction, that the discrepancy has not arisen, after delivery, from misappropriation or leaks. We will bear the cost of checking the meter if, on checking, it is found to be inaccurate and that inaccuracy is the cause of the alleged short delivery. Otherwise you will have to bear that cost (and we may require a full deposit against that cost before the meter is checked).

## **DELIVERY & SAFETY**

We may decline to deliver if: we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or the premises (or the access to them) are unsuitable for our vehicle. You are responsible for ensuring that: you inform us clearly when placing the order of any special delivery instructions or hazards (and confirm those in writing); the drive or access road (including man-hole covers and lids) over which our vehicle must pass will accept a heavy goods vehicle; your tank is sound and operational and will (on delivery) hold the volume of goods ordered; your tank is clearly marked (if it is located near others) as yours and with the grade of fuel it contains; your tank has a working contents gauge (visible to our driver); there is a reasonable and safe access to your tank; any gates or barriers will allow access and exit

to our vehicle without damage; your tank and equipment (sight gauges and valves in particular) are set to your requirements after delivery. You are responsible for the correct dipping, checking and testing of your tanks. If you fail to comply with the requirements set out (or any specific written advice we may give) and any loss, damage or injury occurs, we (and our insurers) may consider you as responsible in whole or part.

## **PAYMENT TERMS**

Payment shall be on a cleared funds basis in advance of delivery unless you have an approved credit account. If you have an approved credit account, payment is due on the agreed settlement date. Credit limits and performance are reviewed periodically and these terms may be amended at our discretion.

If you fail to pay us the full amount due: we may suspend or cancel future deliveries; we may cancel any discount offered to you; we may charge interest at 5% above the fluctuating base lending rate of Lloyds TSB Bank Plc, calculated (on a daily basis) on the time from when the money was due until it was paid, compounded on the first day of each calendar month, and before and after any judgement.

If any Direct Debit mandate is cancelled by the Customer or a Direct Debit collection or cheque is returned unpaid by our bank, the account(s) of the Customer shall automatically become due and payable immediately in full. We reserve the right to charge a per item administration fee of £30.00 on any returned Direct Debits or cheques

## **Domestic Customers**

### **Pay as You Go and EasiPAY customers:**

Credit limits can only be authorised subject to a Consumer Credit check on all of the owners or lessees of the property to which goods or services will be supplied. By signing this form you indicate your consent to our application to the relevant authority for this information at any time whilst you have an active trading account.

### **EasiPAY customers only:**

If the account is opened at the same time as an order is placed a prepayment of 50% of the cost of the order is required. The minimum order quantity will be 900 litres. The account is expected to return to credit between deliveries and will operate within the parameters of a credit limit equal to 4 times the monthly payment.

We will review the account from time to time and will advise of any necessary adjustments needed to be made to the monthly payments to maintain the account within the limits of this agreement. All debit balances shall be paid on the Anniversary of the Agreement. Credit balances will be carried forward unless a refund is requested.

We reserve the right to charge interest (as above) and a monthly administration fee of £30.00 on any accounts with debit balances in excess of the credit limit if (on request) the Customer does not make additional payments to bring the account back into line with terms. You will receive at least one statement per annum detailing deliveries and payments. The agreement can be cancelled at any time but all outstanding balances must be settled in full at the time of cancellation.

## **Business Customers**

If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without giving our reasons. You do not have the right to set off any money you may claim from us against anything you may owe us. While you owe money to us we have a lien on any of your property in our possession.

## **TITLE – Domestic Customer**

If you are a domestic customer, s18 Sale of Goods Act 1979 applies.

# Domestic Heating Oil Account: Terms and Conditions

## TITLE – Business Customers

Until all outstanding debts are settled: all goods supplied by us remain our property; you may use those goods and sell them in the ordinary course of your business, but not if: we revoke that right (by informing you in writing); or you become insolvent. If your right to use and sell the goods ends you must allow us to remove the goods. We have your permission to enter any premises where the goods may be stored: at any time, to inspect them; and after your right to use and sell them has ended, to remove them, using force if necessary. Irrespective of our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date. If goods belonging to us become mixed with other goods: we are to be treated as owning a proportionate part of the mixture; and when part of the mixture is removed: goods added to the mixture before ours will be treated as removed before ours; and goods added to the mixture after ours will be treated as removed after ours. You are not our agent. You have no authority to make any contract on our behalf or in our name.

## RISK

The goods are at your risk from the time of delivery. Delivery takes place at the outlet end of the delivery hose.

## WARRANTIES

We warrant that the goods comply with their description on our acknowledgement of order form and are free from material defect at the time of delivery. If you are a business customer, we give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose. If you are a domestic customer you have your statutory rights (under ss13-15 Sale of Goods Act 1979). If you believe that we have delivered defective goods, you must: inform us (in writing), with full details, as soon as possible; and allow us to investigate (access to your premises and samples of product may be required). If the goods are found to be defective (following our investigations) and you have complied with our conditions in full, we will replace the goods or refund the price. We are not liable for loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent. Our total liability to you (even if arising from two or more claims) will not exceed £1,000,000. Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

## RETURN OF GOODS

We will accept the return of goods from you only: by prior arrangements (confirmed in writing); on payment of an agreed handling charge (unless the goods were defective when delivered); and where the goods are as fit for sale on their return as they were on delivery.

## WAIVER & VARIATIONS

Any waiver or variation of these terms is binding in honour only unless: made (or recorded) in writing; signed on behalf of each party; and expressly stating an intention to vary these terms. All orders that you place with us will be on these terms (or any that we may issue to replace them). By replacing an order with us you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

## FORCE MAJEURE – BUSINESS CUSTOMERS ONLY

We may cancel or suspend any of our obligations to you, without liability, if we are unable to perform them (or able to perform them only at unreasonable cost) as a result of circumstances beyond our control. Examples of those circumstances include act of god, accident, explosion, fire, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

## GENERAL

English law is applicable to any contract made under these terms. The English courts have non-exclusive jurisdiction. If you are more than one person, each of you has joint and several obligations under these terms. If any of these terms are unenforceable as drafted: it will not affect the enforceability of any other of these terms; and if it would be enforceable if amended, it will be treated as so amended. Business Customers: we may treat you as insolvent if: you are unable to pay your debts as they fall due; or you (or any of your property) becomes the subject of: any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements or bankruptcy); or any application or proposal for any formal insolvency procedure.

## 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 Thomas Silvey Ltd will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request Thomas Silvey Ltd 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 Thomas Silvey Ltd 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 Thomas Silvey Ltd 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.

**RETAIN THIS PORTION FOR YOUR RECORDS.**

Last updated 01.03.2013