

### PRODUCT SAFETY

IN NORMAL USE, FUEL OIL IS SAFE, HOWEVER YOU MUST OBSERVE THE FOLLOWING PRECAUTIONS:

- THE PRODUCT(S) SUPPLIED ARE FLAMMABLE AND IN THE EVENT OF FIRE, A CARBON DIOXIDE FOAM OR DRY POWDER EXTINGUISHER SHOULD BE USED.
- AVOID HANDLING THE PRODUCT, IF SPLASHED INTO EYES OR SWALLOWED, SEEK IMMEDIATE MEDICAL ASSISTANCE.
- IT IS YOUR RESPONSIBILITY TO ENSURE THE PRODUCT IS STORED IN A PROPERLY CONSTRUCTED, INSTALLED AND MAINTAINED TANK.

## 1. THE TRIAL CONTRACT

**1.1** These trial terms and conditions ("Trial T&Cs") create a contract between you and you relating to the supply of the Trial Oil Service on a trial basis ("Trial Contract") for the Trial Period (as defined below).

**1.2** The Trial Contract is separate to your existing Contract in relation to electricity and/or gas and/or broadband ("Existing PPP Contract"). This means, for example, that you and we are entitled to cancel the Trial Contract in accordance with these Trial T&Cs without affecting your Existing PPP Contract. Nothing in these Trial T&Cs will alter or affect your Existing PPP Contract (although, as set out in these Trial T&Cs, if your Existing PPP Contract is terminated then your Trial Oil Service Contract will also terminate).

**1.3** We want these Trial T&Cs to be as clear and concise as possible. Therefore, these Trial T&Cs incorporate the following specific sections of the PrepayPower terms and conditions for the supply of gas and electricity ("PrepayPower T&Cs"): sections 4.4 (Non-Reliance), 4.7 (Joint and Several Liability), 4.13 (Exclusion of Other Terms), 13 (Enforcement), 15 (Assignment), 16 (Governing law), 21 (Notices and Communications), and 22 (Glossary). These sections apply to the Trial Contract as if they were set out in full in these Trial T&Cs. The PrepayPower T&Cs are available at this link: <https://www.prepaypower.ie/sites/default/files/2021-04/PrepayPower%20ClassicPay%20Terms%20and%20Conditions.pdf>

**1.4** YOU MUST KEEP THE PREPAYPOWER ELECTRICITY BUDGET CONTROLLER SUFFICIENTLY TOPPED UP TO COVER THE COST OF SUPPLYING ELECTRICITY AND OTHER PREPAYPOWER SERVICES TO YOUR HOME. IF THERE IS INSUFFICIENT TOP UP BOUGHT, YOU WILL LOSE ELECTRICITY AND OTHER PREPAYPOWER SERVICES TO YOUR HOME. HOWEVER, YOU HAVE THE RIGHT TO HAVE THE OIL CHARGES REMOVED FROM YOUR BUDGET CONTROLLER AT ANY TIME, AND THIS WILL BE DEEMED A TERMINATION BY YOU OF YOUR OIL SERVICE, in which case section 7 of these Trial T&Cs shall apply. If your Existing PPP Contract is terminated (by you or by us) this will be deemed a termination of the Trial Contract in which case section 7 of these Trial T&Cs shall apply.

**1.5** Some of the words and phrases used in the Contract have a special meaning. These are either defined in these T&Cs or explained in section 22 (Glossary) in the PrepayPower T&Cs.

## 2. SERVICE

**2.1** We will provide you with a pay as you go oil service whereby we will supply you with home heating oil which you will pay for using your existing PPP Electricity Budget Controller (the "Oil Service"). ("Measuring Device").

## 3. TERM

**3.1** The Trial Contract shall commence on the date you sign-up for the Trial Oil Service and, unless terminated in accordance with section 1.4, section 5.1, section 7, or section 11 shall continue until we notify you (giving reasonable notice), that the trial period is coming to an end ("Trial Period").

## 4. SUPPLY AND DELIVERY

**4.1** We will arrange for the supply of oil to the Premises. We have a legal obligation to supply goods in conformity with this Trial Contract.

**4.2** We have partnered with a delivery partner who will deliver and decant oil into the oil tank on the Premises. We have also partnered with an installation partner who will install a measuring device on your oil tank which will allow us to measure your consumption of oil ("Measuring Device").

**4.3** The initial delivery of oil and installation of the Measuring Device will take place on the respective dates agreed between you and us at the time of sign-up, or if no date is agreed, within 30 days of sign-up. After that, oil will be automatically ordered and delivered to you when the amount of oil in your oil tank is running low, provided you have not given us notice to cancel your Trial Contract in accordance with section 7. You will be notified in advance of a delivery of oil either by phone or e-mail and will be given a reasonable opportunity to cancel or postpone the scheduled delivery.

**4.4** You will allow our delivery and installation partners to access the Premises on reasonable advance notice as required in order to supply the oil and to install the Measuring Device. Should the delivery or installation partner not be able to gain access at the time agreed or is otherwise unable to deliver the oil or install the Measuring Device due to incorrect information supplied by you, you may be liable for additional charges as set out in the schedule of charges, available at this link <https://www.prepaypower.ie/sites/default/files/2022-02/PPP-Oil-Schedule%20of%20Charges.pdf> ("Schedule of Charges").

**4.5** You are responsible for ensuring that the correct type of oil, as ordered by you, has been delivered. If you have any issue with the delivery of oil received, you must notify us within a reasonable period.

**4.6** You represent that you are the occupier of the Premises at which the PPP Electricity Budget Controller is installed. You must notify us within seven days if you move out or otherwise cease to occupy such Premises (in which case this Trial Contract will terminate in accordance with section 7).

**4.7** You agree to provide any third-party consents as may be required for installation of the Trial Oil Service (including installation of the Measuring Device). Where rental Premises are concerned, it is the responsibility of the tenant to inform and seek permission from the landlord regarding the installation of equipment, including any required alterations to the tank.

## 5. CHARGES AND PAYMENT

**5.1** We may vary the Schedule of Charges by providing reasonable notice to you. In the event of an increase in the charges set out in the Schedule of Charges, you may terminate the Trial Contract by providing written notice to us. In such circumstances, no termination fees will apply. However, you will be responsible for immediate and full payment for any oil delivered during the term of the Trial Contract and for any monies, fees or charges of whatever nature relating to this Trial Contract that you owe to us.

**5.2** You will pay for the oil per usage as identified by the Measuring Device via the PPP Electricity Budget Controller.

**5.3** While we will do our best to ensure that measurements are accurate as possible, as the service is provided as part of a trial, there may be minor discrepancies. Reconciliation of your account is by ensuring that you pay for all oil delivered at account termination. Any minor discrepancies will be addressed via a balancing statement, to ensure that you do not end up over-paying.

## 6. TITLE AND RISK

**6.1** Title to the oil will pass to you when the oil is decanted into the oil tank on delivery. This means that you will be the legal owner of the oil once it is delivered and from that point onwards any risk attaching to the oil rests with you as the customer.

**6.2** PPP will not be responsible for any claims, actions, losses, costs, or liabilities suffered or incurred arising from or in connection with the oil once the title to the oil passes to you.

## 7. TERMINATION & NON-PAYMENT

**7.1** Oil is a product that, by its nature, is inseparably mixed with other oil on delivery. Therefore, once the oil is delivered, you do not have the statutory right to avail of a 14-day cooling off period to cancel this Trial Contract. However, you may cancel this Trial Contract by giving us 24 hours' notice before the first delivery of oil or installation of the Measuring Device (whichever happens first). In such circumstances, no termination fees will apply.

**7.2** We may terminate this Trial Contract (i) if you materially breach any part of this Trial Contract; or (ii) on reasonable notice (but no less than 30 days) for any reason, including if we discontinue the Trial Oil Service or at the end of the Trial Period.

**7.3** You may terminate this Trial Contract (i) in accordance with section 7.1 or (ii) at any other time by providing us with 30 days' written notice either by post or email (see section 9 for contact details) setting out the day you wish the Trial Oil Service to cease (such day must be at least 30 days from the date of the written notice).

**7.4** Any of the following will be deemed a termination of the Trial Contract by you:

**7.4.1** if you choose to have oil delivered by any supplier other than PPP;

**7.4.2** if you exercise your right to have the oil charges removed from your PPP Electricity Budget Controller at any time, in accordance with section 1.4;

**7.4.3** if you terminate your Existing PPP Contract with us; or

**7.4.4** if you cease to be the occupier of the Premises.

**7.5** Should this Trial Contract be terminated in accordance with this section 7, a termination fee may apply, as set out in the Schedule of Charges. This will not apply where the termination is in accordance with section 5.1 (change to fees), section 7.1 (termination before first delivery), 7.4.2 (removal of charges in accordance with section 1.4) or section 11 (material change to terms).

**7.6** On termination of the Trial Contract for any reason, you are responsible for full payment for any oil delivered during the term of the Trial Contract and any monies, fees or charges of whatever nature relating to this Trial Contract that you owe to us.

## 8. AFTER-SALES & COMPLAINTS

**8.1** We provide after-sales customer support for the Measuring Device and PPP Electricity Budget Controller (see section 9 for contact details to access this support).

**8.2** Our Code of Practice for Complaints Handling details the procedure that you should follow if you have any complaint about the Trial Oil Service that we provide or offer to you. Our contact details are available below to request a copy of this Code of Practice. You can also log a complaint online at <https://www.prepaypower.ie/support/complaints-process>.

## 9. CONTACT US

**9.1** How you may contact us:

- (a) Via the postal address Oil Manager, PrepayPower, Paramount Court, Corrig Road, Sandyford, Dublin 18, or any replacement addresses that we notify to you; or
- (b) At the following telephone number; 1800 844 141; or
- (c) By sending an email to the following email address [Oil@prepaypower.ie](mailto:Oil@prepaypower.ie).

## 10. CODES OF PRACTICE

Our 8 Codes of Practice outline services that we offer to customers including priority support customers and other vulnerable customers. These Codes of Practice also explain how you can register as a vulnerable customer and details the way our business works, the services and the service quality levels you can expect from us. The Codes of Practice can be accessed on our Website at <https://www.prepaypower.ie/about-prepaypower/code-practice> or you can request a hard copy from us by writing to us at Code of Practice requests, PrepayPower, Paramount Court, Corrig Road, Sandyford, Dublin 18, D18 R9C7.

## 11. CHANGING THE TRIAL CONTRACT

**11.1** From time to time, we may vary these Trial T&Cs by providing you with no less than 30 days' prior notice. If there is a material change to our Trial T&Cs (other than price changes or mutually agreed variations), you may terminate this Trial Contract on providing written notice to us.

**11.2** If the Trial Contract is terminated pursuant to this section 11 no termination fees will be charged, provided that your termination notice is given within one month after the change to the Trial T&Cs. However, section 7.6 shall continue to apply.

**11.3** This section 11 does not prevent us making changes to the Trial Contract to reflect changes in laws or changes in the industry rules.

## 12. LIMITATION OF LIABILITY

**12.1** Our liability to you is limited in accordance with these Trial T&Cs. All conditions, warranties, guarantees and any other terms implied by law or otherwise, are excluded to the greatest extent permitted.

**12.2** We will not be liable to you for any event or circumstance beyond our reasonable control, including anything any other Supplier or distributor does or fails to do.

**12.3** Liability for death or personal injury caused by our negligent acts or omissions is not limited.

**12.4** We will not be liable to you or any other parties, including but not limited to any property damage, injury, or death either directly or indirectly which is the result of any form of tampering or interference with the PPP Electricity Budget Controller or PPP measuring device.

**12.5** We will not be liable to you for any financial loss or damage, including loss of profit, revenue, goodwill.

**12.6** We will not be liable to you or any other parties including but not limited to any property damage, injury, or death either directly or indirectly which is the result of an incorrect installation and/or removal of PPP Electricity Budget Controller or PPP measuring device at a Premises other than where such incorrect installation and/or removal is carried out by PPP.

**12.7** We will not be liable to you for any loss or damage arising from any interruption in or to the supply of oil.

**12.8** If we are liable for any loss or damage under or in connection with the Trial Contract (whether in contract or negligence or otherwise), our liability to you shall be limited to a maximum aggregate amount of €50,000 in any calendar year.

**12.9** The limitations on our liability set out in this section 12 shall continue to apply after the Trial Contract has ended.

**12.10** Each sub-section in this section 12 applies separately. If a court or other authority tells us we cannot rely on a certain sub-section, the other sub-section will still apply.

## PRIVACY NOTICE

o We will process your personal data in accordance with our Privacy Notice which is available on our website at <https://www.prepaypower.ie/privacy-notice>, or you can request a hard copy from us by writing to us at PrepayPower, Paramount Court, Corrig Road, Sandyford, Dublin 18 or by telephone at 1890 989 578.

o We collect the following personal data from you on sign-up to the Trial Oil Service: name, address, Eircode and contact number(s) and vulnerabilities.

o We collect this personal data from you to perform the Trial Contract and for activities in relation to the provision of the Trial Oil Service, such as administration of your account, monitoring usage for orders, and to monitor your consumption of oil periodically. We will also provide your personal data to our delivery and installation partners so that we can deliver oil to you and install the Measuring Device as part of the Trial Oil Service. Our delivery partner may also be required by law to disclose your personal data to the Revenue Commissioners in the context of an audit by the Revenue Commission-ers.