



Updated September 2026

These general terms and conditions together with any proposal, estimate or fee quote form the agreement between you (the Customer) and Crown Oil (Environmental) Limited (the Company).

Definitions:

Contract: this agreement entered into between the Company and the Customer for the supply of Goods and/or Services comprising the Proposal and these Terms.

Goods: the goods or any part of them set out in the Proposal together with any other Goods the Company agrees to provide to the Customer.

Proposal: the proposal, estimate, or fee quote, if applicable, provided to the Customer by the Company relating to the Goods and/or Services.

Services: the Services to be provided by the Company (including its agents and/or subcontractors) under this Contract as set out in the Proposal together with any other Services the Company agrees to provide to the Customer.

Terms: These general terms and conditions.

Terms:

- The Company shall provide the Services with all due skill and care and shall at all times comply with all health and safety obligations and such other statutory and regulatory requirements relating to the provision of the Services.
- The Company shall provide the Goods and/or Services in accordance with the terms of the Contract to the exclusion of any terms or conditions the Customer purports to apply.
- Credit shall only be available to the Customer subject to the completion of Company's credit application form. Where credit is granted the charges for the Goods and/or Services shall be paid within 30 days of receipt of invoice, unless otherwise set out in the Proposal or otherwise agreed in writing. In the event of late payment, interest on the outstanding amount shall be charged at the statutory rate or 4% above the base rate of Barclays Bank Plc from time to time, whichever is the higher. Where credit is not granted the charges shall be paid in full prior to the delivery of the Goods and/or Services. The offer and/or continuation of credit is at the Company's sole discretion.
- The charges for the Goods and/or Services shall be as set out in the Proposal and valid for up to 30 days from the date of the Proposal. In the event of any delay, howsoever arising, resulting in the Goods and/or Services being supplied after the expiry of 30 days from the date of the Proposal, the Company reserves the right to vary the charges and the Customer shall be deemed to accept the new charges if the Customer does not give written notice to the Company otherwise within 24 hours of being notified of the change. The Company shall, also, be entitled to recover in full from the Customer all wasted costs, expenses and other liabilities and losses incurred and/or suffered as a result of the Customer delaying or cancelling the provision of the Goods and/or Services.
- The Company may review and increase the charges where, during the provision of the Goods and/or Services it becomes aware of factors and/or issues relevant to the level of charges which were not apparent at the time it prepared the Proposal.
- To the extent the charges for the Goods and/or Services are based upon information provided by the Customer to the Company, where such information is inaccurate or incorrect, any additional charges incurred by the Company as a result thereof shall be paid in full by the Customer and shall be deemed to be part of the original charges agreed for the supply of the Goods and/or Services.
- Time for provision of the Goods and/or Services shall not be of the essence and the Company shall use reasonable endeavours to provide the Goods and/or Services in accordance with the terms of the Contract. Any delay beyond an agreed delivery date shall not (unless otherwise stated in the Contract) give the Customer the right to terminate the Contract nor to make any claim for damages.
- The Company and the Customer shall at all times maintain appropriate licences and permissions as necessary for the provision of the Goods and/or Services and each party shall indemnify the other in the event of any prosecution or claim by any licencing authority or any third party arising out of the failure of either party to comply with the terms of this clause.
- The Customer shall grant to the Company, its employees, agents or subcontractors uninterrupted and free access to the Customer's premises for the purpose of the provision of the Goods and/or Services.
- The Customer shall be solely responsible for ensuring that the site is suitable for the Company to provide the Goods and/or Services and the site complies with all health and safety regulations and statutory requirements and regulations for the purpose of the Goods and/or Services being provided. If requested by the Company, the Customer shall ensure an employee or representative of the Company is on site at the time the Goods and/or Services are provided. In the event of any claim arising out of any breach by the Customer of such obligations as set out herein, the Customer fully indemnifies the Company for all damages and costs (including any legal costs) arising therefrom.
- Where the Goods provided by the Company comprise gas oil, kerosene or any other similar product:
 - The Company shall not be responsible for dipping, checking or testing the Customer's tank;
 - The measurements of the Company or its agents shall be conclusive; and
 - The Customer shall be solely responsible for ensuring that the Goods are delivered into the correct feed on the Customer's tank which shall have sufficient capacity to receive the ordered quantity.
- The Company reserves the right to cancel the Contract on not less than 28 days' notice to the Customer or as otherwise provided for in the Contract.
- If the Contract requires the Services to be provided over a period of time, either party may terminate the Contract in the event of any material breach which the breaching party fails to remedy within 7 days of being given notice of such breach, or in the event of any act of insolvency of either party.
- In the event of termination of the Contract for any reason the Customer shall pay the Company for all outstanding charges up to and including the date of termination.
- The Company shall not be liable for the non-performance of the Services or non-delivery of the Goods where such is the result of any factors outside the Company's direct control or, otherwise, by reason of a force majeure event.
- In the event of any claim by the Customer against the Company arising out of the provision of the Goods and/or Services, save for any claim for personal injury or death (in respect to which liability should be uncapped), the liability of the Company shall be limited to the value of the charges paid by the Customer to the Company under the Contract or the sum of £50,000, whichever is the lower.
- The Customer shall fully indemnify the Company against any claim arising out of any claim made by a third party against the Company relating to the provision of the Goods and/or Services, save where such claim arises solely out of any negligence on the part of the Company.
- The Company shall not be responsible for acts or omissions of any sub-contractors who are engaged in the provision of the Goods and/or Services (or any part thereof), save that the Customer shall claim directly from the relevant sub-contractor for any losses suffered by the Customer and the Company shall use all reasonable endeavours to assist the Customer with such claim at the Customer's cost.
- The Company shall not be liable to the Customer for loss of profit, loss of revenue, loss of contract or loss of business opportunity (in each case whether or not such losses are direct or indirect), or for consequential and/or indirect loss.
- These Terms, together with the Proposal, constitute the entire agreement between the parties and the Contract supersedes any previous agreement or understanding and cannot be varied except in writing between the parties. All other terms expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law.
- Any notice required to be given under the Contract shall be in writing and may be given by email, fax or by personal service or first class post to the recipient at its registered or principal office and shall be deemed to have been properly served at the time when in the ordinary course of transmission it would reach its destination.
- No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right and no waiver by any party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other term.
- The Customer may not assign its rights under the Contract in whole or in part without the Company's prior written consent.
- If any provision of these Terms is held by any court of competent authority to be invalid or unenforceable in whole or in part, the validity of the remaining provisions of these Terms shall remain in full force and effect.
- In the event of any ambiguity between the Terms and the Proposal, the Proposal shall take precedence.
- The parties shall use all reasonable endeavours to settle any dispute, in advance of the issue of proceedings and the Customer shall submit to mediation in respect to any dispute or claim against the Company prior to the issue of legal proceedings.
- The parties will comply with GDPR, the Data Protection Act 2018 and all other applicable legislation when processing personal data.
- For training and monitoring purposes, all telephone calls are recorded by the Company.
- Where the Services may be subject to the domestic reverse charge procedure for building and construction services under section 55A Value Added Tax Act 1994 (s55A VATA 1994), unless the Customer advises the Company otherwise, the Company will assume that; (1) the Customer is an "end user" for the purposes of section s55A VATA 1994; and (2) the Customer will not account for the reverse charge, in which case the Company will issue the Customer with a normal VAT invoice, with VAT charged at the appropriate rate.
- Any red diesel, red HVO, kerosene or other rebated product supplied by the Company shall be used by the Customer in strict accordance with HMRC regulations and statute in force from time to time and the Customer shall indemnify the Company in all respects in connection with the improper use thereof.
- The Company reserves the right to report the Customer to its credit insurer in the event of the Customer's failure to comply with the Company's credit terms.
- Both parties shall comply with all applicable laws from time to time in force. "Applicable laws" means anti-bribery and anti-corruption laws and anti-modern slavery laws applicable in England and Wales (including, without limitation, the Bribery Act 2010, the Criminal Finances Act 2017, the Economic Crime and Corporate Transparency Act 2023 and the Modern Slavery Act 2015) and/or in the country or countries otherwise applicable to the Company and/or the Customer.
- This Contract shall be governed in accordance with the laws of England and Wales and be subject to the exclusive jurisdiction of the courts of England and Wales.