

Domestic Customer Agreement

Please complete all sections of this form in BLOCK CAPITALS.

Print, sign and return to Manx Petroleums, PO Box 47, Battery Pier, Douglas. IM99 1DE



Applicant Details Joint Applicant Details

Title Mr/Mrs/Miss/Other:	Title Mr/Mrs/Miss/Other:
Surname:	Surname:
Forenames:	Forenames:
Date of Birth:	Date of Birth:

Contact Details

Home:	Mobile:	Home:	Mobile:
Email:		Email:	

Address:

Time at address: Post code:

Billing address (if different from above):

Post code:

Previous address (If less than 3 years at current property):

Post code:

Property Details

Owner: YES / NO	Tenant: YES / NO
Date Purchased:	Date tenancy commenced:

Tank Size: Tank Location:

Other

Special Instructions:

Please send me the following information (tick applicable):

Full Info Pack Direct Debit Boiler Maintenance Auto Delivery

Ebilling: YES / NO Preferred Communication: Tel / email / Letter

Agreement

I/We apply for a domestic customer account with Manx Petroleums Ltd. Date:

Signature: Signature:

Data Protection: We note that information provided on this agreement may be held on computer by Manx Petroleums and used for administration, research, analysis and keeping me/us informed of services and related products. It may also be used for credit assesment and fraud prevention and be disclosed to third parties for the same purposes. I/We consent to such information being used for the purpose specified above.

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Terms & Conditions

These conditions apply except in so far as where they are inconsistent with any express agreement entered into between the Seller and the Buyer before the delivery. Acceptance of goods will be treated as acceptance of the Seller's conditions.

1. Irrespective of the date of order all products supplied are chargeable at the prices ruling on the day of delivery.
2. Where the Seller delivers in bulk it is the Buyer's responsibility;
 - > To provide a safe and suitable bulk storage which complies in all respects with all relevant requirements of, and / or regulations made by the IOM Government or other competent authority,
 - > To ensure that the storage into which delivery is to be made will accommodate the full quantity ordered and in the case of Motor Spirit to procure certification to this effect and also to the effect that the connecting hose is properly and securely connected to the filling point. In this regard the Buyer is referred to the regulations currently in force relating to the storage and use of Motor Spirit, and
 - > In the case of highly flammable products and where otherwise applicable, strictly to observe any regulation laid down by IOM Government or other competent authority in respect of the avoidance of smoking, naked lights, fires, stoves or heating appliances of any description in the vicinity of the storage and fill, dip and vent pipes connected thereto.
3. It is a condition of every bulk sale that the quantity shown by any measuring devices employed by the Seller shall for the purposes of accounts be accepted by the Buyer as the quantity delivered but the Buyer may be represented at the taking of these measurements in order to verify them if he so desires. The Seller cannot accept any responsibility whatsoever for discrepancies in the Buyer's tanks, dip rods or other measuring devices. If on any delivery the Buyer or his representative (as the case may be) shall do so at his own risk and the Seller accepts no responsibility whatsoever there for.
4. The risk in any product delivered under these conditions shall pass to the Buyer, in the case of any delivery in bulk by road vehicle, when on discharge it passes the hose connection of the storage tank, container, receptacle, vessel or fill line (as the case may be) provided by the Buyer for receiving that delivery. In the case of barrels or other packages delivered the risk in any product contained in any such package shall pass to the Buyer at the time of off loading when the package is removed from the vehicle provided by the Seller for the delivery of such package.
5.
 - > The property in any product delivered to the Buyer shall pass on payment of all debts owed by the Buyer to the Seller, on goods accounts or any other account.
 - > In the period from the delivery of the products until such payment, the products shall be held by the Buyer as for the Seller, but without prejudice to the foregoing the Buyer may use the products or (if approved pursuant to clause 6 below) sell them in the normal course of business.
 - > Notwithstanding the foregoing provisions of this clause, the Seller may enter the premises at all reasonable hours and uplift and remove the product held for it pursuant to such provisions and remaining in stock at the premises if the Buyer is in breach of the terms of payment under this agreement
 - > The price of the products shall be due and payable notwithstanding that the property in the goods has not passed to the Buyer and the Seller may maintain an action therefore.
6. In the case of Kerosene and Gas Oil the Buyer undertakes that these oils will not be used as fuel in mechanically propelled vehicles constructed or adapted for use on roads in contravention of the Hydrocarbon Oil duties Act 1979 and / or amending legislation.
7. With the exception of Lubricating Oils, prices include Excise Duty at the rate in force at the time of supply. Any variation in the existing duty or any additional taxation is for the Buyer's account. Excise Duty on Marine Lubricating Oils will be charged separately on invoices if duty drawback is not obtained.
8. All unit prices are exclusive of Value Added Tax which will be charged, if applicable, at the rate in force at the time of supply.
9. Payment by the Purchaser in respect of the first delivery should be made before delivery. Terms of payment in respect of each further delivery of products made under these conditions shall be made on delivery, or such other terms as may have previously been agreed between the Seller and the Buyer.
10. The Buyer will indemnify the Seller against any damages, claims, expenses or costs which may arise as a result of the Buyer's non-observance of these conditions.

Signature:
Date:

Signature:
Date: