**Terms and Conditions**

Thank you for visiting us.

***You may use the website only in accordance with these General Terms and Conditions and in any event, for lawful and proper purposes which include complying with all applicable laws, regulations and codes of practice in Ireland, the EU and any other jurisdiction from which you are accessing the site.***

Please note that further Terms and Conditions will be in force for events, promotions and other activity on the website from time to time and you should also familiarise yourself with these Terms and Conditions. Please also note that in addition to these Terms and Conditions, your statutory rights are unaffected. Please read these Terms and Conditions carefully before placing your order and if you have any queries please contact our Customer Service team at info@eurooil.ie. By using the website you are agreeing to be bound by these Terms and Conditions and any additional Terms and Conditions that may be in force applicable to certain promotions, events or otherwise from time to time. These Terms and Conditions will change from time to time so please regularly check this page to note any changes that may be made. Changes to Terms and Conditions will only apply to orders placed after that change has been made. In using the site you agree that you:

         Will provide true, accurate, current, complete and non-misleading information on any registration form or as otherwise reasonably requested by A1Oil Ltd and its associated companies or affiliates.

         Will not disclose any unauthorised, false or fraudulent details.

         Will not post, transmit or otherwise disseminate any information on or via the website which is or may be harmful, vulgar, obscene, defamatory, harmful, tortuous, racist or otherwise illegal or offensive.

         Will not post, transmit or otherwise disseminate any materials that infringe the proprietary rights of any third party including intellectual property rights and rights of privacy.

If you are provided with a User ID, password or other information as part of our procedures, it is your responsibility to treat such information as confidential and not disclose it to any third party.
A1 Oil reserves the right to disable any User ID or password either chosen by you or allocated by A1 Oil in the event that A1 Oil believes you may have failed to comply with the Terms and Conditions.
You are responsible for your method of access to this website.
You are also responsible to ensure that all persons accessing this website through your internet connection are aware and in compliance with the Terms and Conditions.
A1 Oil will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this website or to your downloading of any material posted on it, or on any website linked to it.

Returns

Any fuel that needs to be returned will incur a drawback charge.

Cancellations

We are happy to refund all monies once payment has been verified for delivery’s that have not been fulfilled.

**Terms under which this website is provided**

Access to this site is provided on a temporary basis and we reserve the right at any time to:

         Amend these Terms and Conditions without notice.

         Withdraw or amend the service without notice.

         To withdraw access to some or all of the site.

         To suspend some or all of the services offered

         Remove goods, featured jobs or promotions from the site.

         Cancel your registration and/or account without prior notice.

         Report any breach under the relevant law enforcement authorities and disclose your identity to them concerning your use of this site or otherwise.

         Deny access to the website where we reasonably believe (in our absolute discretion) that a user is in breach of any of these Terms and Conditions or our Privacy Policy.

When you visit the website we may gather information about you and your visit.
Information about this can be found in our Privacy Policy. We will not be liable if the website is unavailable for any period of time.

**Conditions of making an online purchase**

**These conditions apply except so far as they are inconsistent with any express agreement entered into between the Seller and the Buyer before the delivery**

         All products supplied are chargeable at the sale price ruling on the date of delivery. Such price shall reflect any tax, duty or other imposition in respect of the products (other than Value Added Tax). Value Added Tax, if applicable, will be charged separately.

         Payment for supplies will be effected by cash on delivery or in accordance with terms established from time to time by the Seller. Risk in the products shall pass to the Buyer on delivery but title on the product shall remain in the Seller until payment in full has been received by the Seller.

         Notice of any claim for damage, defect, variance of quality or description, or shortage in quantity shall be given by the Buyer in writing to the Seller within three days after the goods are delivered or in the case of non-delivery of the whole of the consignment within three days after receipt of Invoice and such notice shall state where and when the goods may be inspected by the Seller. The giving of such notice shall be a condition precedent to any such claim and in respect of such damage, defect, variance or shortage the buyer shall be liable to pay for the full quantity of the goods to which the Invoice relates.

         Subject to Clause 4, the Seller will replace at its own expense any products which differ in quality or description on delivery from the products agreed to be sold. All warranties and conditions expressed or implied by statute or otherwise are excluded and the Seller shall not be further liable in respect of injury loss or damage consequential upon the sale or delivery of the products.

         The Seller shall not be responsible for any failure to make deliveries if fulfilment has been delayed, hindered or prevented by any circumstances whatsoever which are not within the Seller’s immediate control.

         If the Buyer defaults on payment of monies due, the Seller shall have the right to enter upon any premises where the products are located and take possession of and remove same.

         No agent or employee of the Seller is permitted to alter or vary these Conditions in any way unless expressly authorised to do so by the Seller. If the Buyer fails to adhere to these conditions, the Seller shall be entitled to stop further deliveries under accepted or partly completed orders.

         The Seller does not accept responsibility for the dipping, checking or testing of the Buyer’s tanks. This, together with the obligation to see that the truck operator couples up with the correct feed on the buyer’s tank, rests entirely with the Buyers. The Buyer shall also be responsible for ensuring that the storage into which the delivery is made will accommodate the full quantity ordered.

         The Seller’s measure of quantity shall be accepted by the Buyer and in the case of re-heating oil it shall correct at standard litres at 15 Degrees Celsius, the Seller’s reading of which shall be conclusive. The Seller does not accept any responsibility for discrepancies in the Buyer’s tanks, dip rod or other measuring devices. It is a condition of every bulk sale that the quantity shown by the Seller’s dip rod or other measuring device employed shall, for the purpose of accounts, be accepted by the Buyer as the quantity delivered. The Buyer may be represented at the taking of the measurements in order to verify them if he so desires. If on delivery the Buyer or any representative of the Buyer, whether or not for the purpose of verifying the Seller’s measurements of quantity for the delivery, mounts any tank used on that delivery, the Buyer or his representative shall do so at his own risk and the Seller accepts no responsibility therefore.

         All products supplied are sold exclusively for the Buyer’s own use and shall not be resold transferred or disposed of by the Buyer to any other person private or commercial unless the products were supplied by the Seller to the Buyer specifically for resale.

         PRODUCT SAFETY: In normal use, fuel oil is safe, but please observe the following precautions:

(a) This product supplied is FLAMMABLE, and in the event of fire, a CO2 foam or dry powder extinguisher should be used. DO NOT USE WATER as this could spread the fire. (b) Avoid handling the product, if splashed into the eyes or swallowed, seek immediate medical assistance. (c) This product should be stored in a properly constructed, installed and maintained tank. A1 Oil aims to provide you with a safe, reliable online experience. We therefore support Verified by Visa and MasterCard SecureCode, which have the same principles as Chip & Pin, and which help to protect your card against unauthorized use. If your bank or card issuer has adopted this programme, you may receive a Verified by Visa or MasterCard SecureCode verification page when you are shopping on the website. If you are not presented with the page but wish to register for the programme to improve the security associated with your card, please contact your bank directly, or search for Verified by Visa or MasterCard SecureCode on the Internet for more information. If you are prompted with a Verified by Visa or MasterCard SecureCode screen, and you choose not to register, your card issuer may not allow your order to be processed on that card. If we are unable to deliver your order to you for some reason, we will refund the value of the items that were not sent. This refund will be made to the payment method that you used for the order. During the checkout process, we may use the information you provided to detect and prevent fraudulent activity. In so doing, we may disclose your address and postcode, as well as other information about your order, to third parties to perform that validation. Any disclosure of your information is done securely and you will never receive any marketing solicitation as a result of the information provided. We take reasonable care to safeguard against unauthorised parties accessing your order information. However, we shall not be held liable for any loss caused by a third party accessing the data you have provided while using the website. We shall not be held liable to any person for any loss caused by the use of any of the information contained in or displayed on the A1 Oil website. For additional information please see our Privacy Policy.

**Disclaimer of Liability**

The website, its content, any material displayed on this website, any information available on or through this website and the software is provided “as is” and “as available” and without any guarantees, conditions or warranties of any kind, either express or implied, as to its accuracy to the fullest extent permitted pursuant to applicable laws.

Unless expressly stated to the contrary, to the fullest extent permitted by law, A1 Oil and its suppliers, content providers and advertisers will not be liable in contract, tort, (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or grossly negligent misrepresentations) or otherwise out of or in connection with the Terms and Conditions for:

Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings) or Any loss of goodwill or reputation or Any special or indirect losses suffered or incurred arising out of or in connection to this website or the linked sites and any materials posted thereon or Any failure of a product ordered from the website to meet your expectations regarding fitness for purpose or for loss, injury or damage caused by a produce ordered online A1 Oil does not represent or warrant that your use of the website, or the operation or function of the website or any services offered in connection with the website will be uninterrupted or error free; that defects on the website will be corrected; or that the website or its server or any links are free of viruses or other harmful elements. A1 Oil makes no representations or warranty that the website, materials, software or any product offered or purchased through the website is applicable or appropriate for use or access in locations outside the Republic of Ireland.

Although this website is available worldwide, not all products or services discussed or referenced are available to all persons in all geographic locations in Ireland as A1 Oil is not represented in all Counties.A1 Oil reserves the right to limit at its sole discretion supply of fuel oil and services as it so desires and any offer of any product or service on the website for these geographic locations shall be void where prohibited.

Nothing in these Terms and Conditions shall limit A1 Oil’s liability for death or personal injury arising from gross negligence, nor for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor for any other liability which cannot be excluded or limited by law.

A1Oil will not be responsible for a failure to sell goods which you wish to buy or failure to comply with our obligations to you or any costs or liabilities which you incur as a result of circumstances beyond our reasonable control.

**Indemnity**

You agree to indemnify, defend and hold harmless A1 Oil’s directors, officers, employees, consultants, agents and affiliates, from any and all third-party claims, liability, damages and/or costs (including but not limited to, legal fees) arising from your use of this website or your breach of these Terms and Conditions.

**Variation**

Euro Oil shall have the right in our absolute discretion at any time and without notice to amend, remove or vary the service and/or any page of this website.

**Invalidity**

If any part of the Terms and Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms and Conditions will not be affected. All other terms will remain in full force and effect. So far as possible where any term or part of a term can be severed or removed to render the remaining part valid, the term shall be interpreted accordingly. Alternatively, you agree that the term shall be rectified and interpreted in such a way that closely resembles the original meaning and intent of the term as is permitted by law.

**Assignment**

Any contract arising from the acceptance by A1 Oil of an order is legally binding on both parties and cannot be assigned to another party with A1 Oil express agreement. A1 Oil may transfer or assign its rights under any contract or appoint third parties to assist it in performing its obligations at any time provided it does not affect it obligations to the purchaser.

**Waiver**

If you breach these Terms and Conditions and we take no action, A1 Oil will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

**Governing Law and Jurisdiction**

These Terms and Conditions are to be construed in accordance with the laws of the Republic of Ireland and, in the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the Irish courts.

**Entire Agreement**

The above Terms and Conditions and any emails regarding the services A1 Oil provides constitute the entire agreement of the parties (A1 Oil and the customer) and supersede any and all preceding and contemporaneous agreements between you and A1 Oil. Any waiver of any provision of the Terms and Conditions will be effective only if in writing and signed by a Director of A1 Oil.

**Privacy Policy**

A1 Oil respect your right to privacy and fully comply with the obligations set out under the Data Protection Acts 1988 and 2003. Please note that by visiting this website, you are accepting the terms of this Privacy Policy. A1 Oil is not responsible for the content or the privacy policies of any external websites. Any external links to other websites within this website are clearly identifiable as such. What information is collected?
This website collects the following type of information from all users.

**Personal Information**

         Information provided voluntarily, that identifies you or can be used to identify you in conjunction with other information that we may likely hold in order to provide our service.

         Contact information such as your name, address, email address and telephone numbers.

         Information preferences and user IP addresses in circumstances where they have not been deleted clipped or made anonymous. Such information is only collected from you if you voluntarily submit it.

A1 Oil will use your personal data for the following purposes only:

         To process and deliver any goods or services you have ordered.

         To contact you in connection with any goods or services you have ordered.

         To respond to any enquiry or application form you submit.

         To send you marketing emails and/or text messages if you have opted into these services.

         To contact you in connection with any competitions you have entered.

         To contact you to verify that we have your correct data.

How do I update, verify or delete my data collected by this website: You may contact us directly to inform us of any changes in your personal data. We will update or delete your data in accordance with our obligations under the Data Protection Acts 1988 and 2003.

**Is my personal data secured?**

Your personal data is held on a secure server hosted by A1Oil’s internet service provider. The nature of the Internet is such that we cannot guarantee or warrant the security of any information you transmit to us via the Internet. No data transmission over the Internet can be guaranteed to be 100% secure. However, we will take all reasonable steps to protect your personal data.

**Changes to the Website Privacy Policy**

Any changes to this Privacy Policy will be posted on this website so you are always aware of the information we collect, how we use it, and under what circumstances, if any, we disclose it.

**Delivery Scheduling**

Our local drivers operate and schedule all deliveries over a 6 day period to most of our delivery locations. The current delivery system work on a Next Day Delivery Service if you order your Oil before 5pm the day before (excluding Saturday Orders as there are no deliveries on Sunday). We can also arrange your delivery to a time that is more suited to you. If you have Special Requirements for your Delivery please contact one of our Sales Team and we will be more than happy to assist you in any way possible.