

EASY PAY PLAN TERMS & CONDITIONS (if applicable)

Minimum delivery is €300. No credit can be offered on Easy Pay Plan accounts. A minimum monthly payment will be agreed based on your fuel usage needs. The monthly payment is subject to change depending on your fuel consumption during the budget year. Payments are taken on the 15th or the 30th of each month. Just select the date best suited to you. The price you pay is the price quoted on the day of order/. There are no handling or interest charges. The easy Pay Plan runs from June to May but you may join at any time. Your account must be cleared by the end of the budget year (May 31st).

If your regular payments will not clear your account by the year end the amount paid each month will be adjusted towards the end of the year to ensure that your account is clear. You can also make additional payments to the account in addition to your monthly direct debit to clear the account. You will receive a monthly statement by email detailing your monthly payment amount, any deliveries you have received and your balance. If you wish to close your Easy Pay Plan account at any time please contact us on 1800 555 999 or email info@sweeneyoil.ie. You will be refunded any credit balance on your account or will be required to clear any outstanding balance on your account before it can be closed. Direct debits unpaid/ canceled may result in the Easy Play Plan account facility being withdrawn. For further Terms & Conditions of trade please see our website www.sweeneyoil.ie

SERVICE TERMS FOR DOMESTIC SMART METERING SERVICE

These Service Terms are subject to and in addition to Our General Terms. These Service Terms apply where you receive a Magnus Device.

1. Definitions

When the following words with capital letters are used in these Service Terms, this is what they mean:

We, Us, Our: Sweeney Oil

Device: Magnus™, a radar level monitoring device. Further details are available on Our Service Partner

Website: www.magnusmonitors.com

Minimum Term: a period of (24 months) from installation of the Device (unless otherwise and explicitly stated and agreed).

Service: the Magnus™ fuel monitoring services which we are providing to you as set out in these Service Terms.

Service Partner: Magnus Monitoring

2. Ownership of the Device

Sweeney Oil and/or its Service Partner shall reserve ownership of the Device. Upon cancellation of the service we reserve the right to remove and reclaim the Device.

3. Data Signal

The Device uses a private and secure internet of things data connection and built-in SIM technology to communicate the level in your tank. The service is only available if our service provider's network is successfully received at the point of installation. At this time the engineer will be able to establish if the system will work in the area or not and the service will not be initiated and there is no cost to you if no signal can be picked up. 98% of Ireland's landmass is covered by the signal.

4. Services

4.1. Data Collected

We will regularly collect data from your Device to gauge the volume of product in your tank. You may check this data on our Service Partner Website: www.magnusmonitors.com

4.2. Service Provision Period

Unless otherwise explicitly agreed, the service will be supplied for the Minimum Term or until otherwise terminated in accordance with these Terms.

4.3. Fuel supply

We will contact you when the Device indicates that the volume of product in your tank(s) is at a level where a new delivery of product is advisable.

5. Damage to the Device

5.1. Should the Device be damaged by you or a third party then you will be liable for the full replacement and/or repair costs (€60). Should an engineer visit be required after installation of the Device then our standard call-out rates will apply.

5.2. If the Device becomes defective during the Minimum Term we will repair or replace the Device at no cost to you. You will return the Device to us at our expense following the returns procedure that we will specify at the time of the return. Whilst a Device is defective and until a replacement has been fitted and commissioned our obligation to provide the Service is suspended. You will not be charged for the Service until we supply a replacement Device within a reasonable period of time.

5.3. You must not interfere with the Device or obstruct the operation of Device (or allow it to be interfered with or its operation to be obstructed).

5.4 Should you experience any technical issue with either the Device or your Customer App please contact our Service Partner directly either through their website www.magnusmonitors.com, via the Help section of your Customer app or by email at support@magnusmonitors.com.

6. Responsibilities

6.1 We guarantee to provide price transparency to all of our customers. All orders of fuel will be priced at our quoted online price on the day of order.

6.2 By signing this contract you agree to enter into an arrangement with Sweeney Oil whereby Sweeney Oil is the sole provider of fuel for the tank/container in which the Oil Monitor is being utilised. If fuel from another supplier is used during this time Sweeney Oil reserve the right to cancel the Services and/or remove the Device.

6.3 You must ensure that there is a fully unobstructed view into the tank so that the driver may verify the oil level of the tank before delivery is made.

6.4 If you are moving house please inform us in advance of the move. The process of relocating the device may incur an additional service charge.

6.5 The monitoring maintenance fee of €3 per device per month is payable by you to Sweeney Oil The fee shall be drawn quarterly by direct debit.

7. Cancellation

7.1. We will provide the service for at least the minimum Term. At the end of the Minimum Term we shall continue to provide the Service and you shall continue to pay for the services unless you cancel the Services by providing us with 30 days' notice in writing.

7.2. You may cancel the Service at any time after the Minimum Term by providing Us with 30 days' notice in writing.

7.3. If you do not purchase product from us during the service period we reserve the right to cancel the services and/or remove the Device.

7.4. We may amend these Service Terms from time-to-time by giving at least 30 days' notice in writing.

8. Data Protection

8.1 Sweeney Oil and Our Service Partner respect your right to privacy and fully complies with the obligations set out under the GDPR (General Data Protection Rules in effect as of 25.05.18)

8.2 Sweeney Oil and Our Service Partner hold your privacy and rights of the utmost importance and will endeavour to ensure your data security and integrity at all times.

8.3 Sweeney Oil and Our Service Partner will use your personal data for the following purposes only.

- 1. To process and deliver any goods or services you have ordered from us.
- 2. To contact you with regard to any goods or services you have or ordered from us.
- 3. To respond to any enquiry, contact or application form you submit to us.
- 4. To send you emails and/or text messages if you have opted in to these services.
- 5. To contact you in connection with any competitions you have entered.

8.4 Sweeney Oil or Our Service Partner may provide non-personal data to third parties but only if the information is in aggregate form and is combined with similar information of other users of our monitoring solution. These third parties may include our commercial partners, researchers and other similar parties.

Sweeney Oil or Our Service Partner will not disclose your personal data to any third parties unless you have consented to this or unless the third party is required to fulfil your order (please note that if this case arises the third party will be bound by the Data Protection Acts 1988 and 2002). Sweeney Oil and Our Service Partner will only disclose your personal data if we believe it to be in good faith or if required to disclose it in order to comply with any applicable law, summons, search warrant, court or regulatory order, or other statutory requirement.

I wish to sign up for:

(Please tick the appropriate box)

(1) Oil Monitor

(2) Easy Pay Plan

I understand that the monitoring fee for the Oil Monitor will be a separate direct debit payment from the Easy Pay Pan (if applicable)

Your Details (Block Capitals):

NAME:

PHONE NUMBER:

EIRCODE:

AUTHORISED SIGNATURE:

