

## **Wrong Fuel Recovery – Terms & Conditions of Service**

### **CONTENTS**

- 1. Service Description**
- 2. General Terms of Contract**
- 3. Extent of our Wrong Fuel Service**
- 4. Disposal of the Contaminated Fuel**
- 5. Right to refuse service**
- 6. Damage caused by Misfuelling**
- 7. Cancellation Policy**
- 8. Liability**
- 9. Possible effects of Wrong Fuel Services on 3rd party warranties**
- 10. Enforcement of Terms and Conditions**
- 11. Use of personal information**
- 12. Interpretation, use of English law & language**
- 13. Complaints**

### ***Definition of words/phrases used in these terms and conditions***

*Some terms and phrases are used to make these terms and conditions easier to understand. Wherever the following words or phrases appear they will always have the meaning set out below.*

**'Wrong Fuel Recovery', 'our', 'we' and 'us'** means Wrong Fuel Recovery a company in England whose office is at 3 Herga court, Stratford Road, Watford, Hertfordshire, WD17 4PA.

**'WF Recovery Group'** means Wrong Fuel Recovery and any holding company or subsidiary company within the WF Recovery Group of companies.

**'Contaminated Fuel'** means the fuel that we recover from a Vehicle in the course of providing the wrong fuel Services.

**'Fee'** means the sum that you pay us for the performance of the wrong fuel Services.

**'Misfuelling' and 'Wrong Fuel'** means the fuelling of a Vehicle with a fuel or other liquid, which is not suitable for use in the Vehicle.

**"Wrong Fuel Services"** means the services that we provide to you under these Terms and Conditions as specified in the Service Description below together with any related advice provided at the time those services are provided.

**'Vehicle'** means the vehicle, which has been misfuelled.

**'You' and 'Your'** means the person who requests the provision of our Wrong Fuel Services.

## 1. Service Description

What is included:

- i) Removal of Contaminated Fuel from the Vehicle;
- ii) Dealing with any Contaminated Fuel which is recovered from the Vehicle and arranging for the compliant disposal;

What is not included:

- i) The cost of any replacement fuel which we supply to the Vehicle and our charges for any replacement parts, including any fuel additive;
- ii) You will be charged for any additional parts which will, if applicable, will be subject to VAT;
- iii) You will be responsible for any transport or other costs that you might incur, as a result of the vehicle being misfuelled;
- iv) Any additional transport or other costs that you might incur or any incidental expenses that may arise during a recovery or as a result of misfueling.

## 2. General Terms of Contract

General

- a. The contract governed by these Terms and Conditions is made between you and WF Recovery Group.
- b. WF Recovery Group or an appropriate agent will provide the Wrong Fuel Services; however we will only accept responsibility for the actions of a WF Recovery Group employee only. WF Recovery Group does not accept any responsibility for agents acting on our behalf.
- c. Where you are not the owner of the Vehicle:
  - 1) By instructing us to carry out the Wrong Fuel Services in relation to the Misfuelled Vehicle, you warrant to us that you are authorised by the owner and registered keeper of the Vehicle to do so;
  - 2) You agree to hold us harmless and make good any losses, costs or damages which we incur as a result of any claims against us by the owner or

registered keeper of the Vehicle alleging that, or resulting from the fact that, You were not authorised to instruct us and/or our agent to carry out the Wrong Fuel Services under Your direction.

### **3. Extent of our Wrong Fuel Service**

We will carry out the Wrong Fuel Services described above under "What is included". No other services are included.

You should be aware that provision by us of the Wrong Fuel Services does not guarantee that there will not be any further problems or damage to the Vehicle resulting from Misfuelling.

It is recommended that the fuel filter is to be replaced at the earliest opportunity and that once the vehicle has been drained, it must be filled to the top with the correct fuel to minimize the chance of damage being caused.

### **4. Disposal of the Contaminated Fuel**

You agree that all Contaminated Fuel that we recover from the vehicle shall become the property of WF Recovery Group. We shall be responsible for dealing with the compliant disposal of the Contaminated Fuel.

### **5. Right to refuse service**

WF Recovery Group has the right, at any time, to refuse to provide or arrange our Wrong Fuel Services for whatever nature and where it reasonably considers that:

a) You or anyone accompanying you, is behaving or has behaved in a threatening or abusive manner to any WF Recovery Group employees, Patrols or agents, or to any third party contractor;  
b) You have falsely represented that you are entitled to a services that you are not entitled to.

c) You owe the WF Recovery Group money or have no ability to pay with respect to any services, spare parts or other matters provided or to be provided by the WF Recovery Group or by a third party acting on behalf of the WF Recovery Group;

d) The circumstances surrounding the Vehicle, for example its location, are such that provision of the Wrong Fuel Services would involve a breach of the law;

e) Where, in Wrong Fuel Recovery's opinion, Your Vehicle was, immediately before the misfuel, dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road. This includes where the Vehicle has involved the illegal use of or introduction of unsafe substances, such as agricultural (Red) Diesel.

f) Where, and other than solely as a result of a failure on the part of the WF Recovery Group, the giving of service would involve a breach of the law or/and a breach of the WF Recovery Groups health and safety duties;

### **6. Damage caused by Misfuelling:**

*Possibility of follow-on consequential damage and Your responsibly to carry out any remedial repairs*

Please note that despite the carrying out of our Wrong Fuel Services, damage to the Vehicle (in particular to the engine and fuel system) may have already occurred, or may still occur as a result of the Misfuelling. Furthermore engine damage connected to Misfuelling may only become evident at a later date. For example, consequential to Misfuelling and the Wrong Fuel Service, the Vehicle may experience loss of performance, loss of power, misfiring or difficulty starting or may create excessive smoke emissions. It is your responsibility to have the Vehicle inspected as appropriate and, if necessary, permanently repaired. As such, you recognise and accept the risk of such damage, and that WF Recovery Group and its agents shall not have any responsibility for any damage caused to the Vehicle as a result of the Misfuelling or of the continued use of the Vehicle following the Wrong Fuel Services.

If damage has been caused to the vehicle prior to or as a result of Misfueling or the Wrong Fuel Services and the vehicle fails to start after it has been drained, full payment must be made for the removal and disposal of the contaminated fuel (Please see “**1. Service Description** ‘what is included’” above). WF Recovery Group does not guarantee your vehicle will start after the Wrong Fuel Services have been performed.

Please also see “**3. Extent of our Wrong Fuel Service**”.

## **7. Cancellation Policy**

(a) You are entitled at your discretion to cancel this contract and receive a full refund for the supply of the Wrong Fuel Service provided that you notify us within the period of 14 calendar days from the day we conclude the agreement to provide the Wrong Fuel Service with You. We will refund the full price of the Wrong Fuel Service as soon as possible following Your notice of cancellation, and in any event, no later than 30 days.

(b) Please note that if you agree that the Wrong Fuel Service shall be provided to you before the expiry of the Cooling Off Period Your right to cancel and obtain a full refund shall cease once we have deployed resource out to you for the Wrong Fuel Service. Deployment shall be deemed to have occurred:

1. i) No later than 90 minutes prior to Your appointment time where You have arranged an appointment for the Wrong Fuel Service; or
2. ii) As soon as we have agreed to provide the Service to you where you have requested immediate assistance.

(c) If You choose to cancel either outside of the 14 days or after we have deployed resource out to you, but before any work is carried out on the vehicle, we reserve the right to charge a cancellation fee of £60 and to deduct this from any refund given to You under these Terms & Conditions.

(d) To cancel your contract you must contact us by telephone on 0800 772 3842. If you phone us, you must also confirm your notice in written form by post or email (WRONGFUELRECOVERY@WFRECOVERYGROUP.CO.UK).

## **8. Liability**

The WF Recovery Group shall not be liable whatsoever for any loss or damage suffered or caused by you or any third party/agent arising from the use of our Wrong Fuel Service. You agree to use our Wrong Fuel Service at your own risk.

## **9. Possible effects of Wrong Fuel Services on 3rd party warranties**

If you have the benefit of a warranty in respect of the Vehicle from another company (e.g. a manufacturer's warranty or another repairer's warranty) the carrying out of the Wrong Fuel Services may affect your rights under that warranty. You should check, and will be deemed to have checked, the terms of any such warranty you may have before instructing us to carry out our Wrong Fuel Services. WF Recovery Group and our agents will not be responsible for the effect that the Wrong Fuel Service has on any warranty you may have.

## **10. Enforcement of Terms and Conditions**

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

This contract is between you and us. No other person shall have any rights to enforce any of its terms. WF Recovery Group will not need to get the agreement of any other person in order to end the contract or make any changes to these terms.

## **11. Use of personal information**

We reserve the right to provide details of the Misfuelling and the Wrong Fuel Services provided to you, to the owner and/or registered keeper of the Vehicle (if not you).

WF Recovery Group reserves the right to use your details for the following:

- a) To identify you when you contact us.
- b) To help identify accounts, services and/or products which you could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information you have provided, any information we hold about you and information from third party agencies (including credit reference agencies);
- c) To help administer, and contact you about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;
- d) To carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
- e) To help to prevent and detect fraud or loss;
- f) To contact you in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners unless you have previously asked us not to use the relevant personal data for such purposes;

We may allow other people and organisations to use information we hold about You for the purpose of providing services You have asked for, as part of the process of

selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons.

We may check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this.

Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in these provisions and that they have not objected to such use of their personal information. Where you give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) you agree (and confirm that the other person has agreed) to our processing such information in the manner set out in these provisions.

## **12. Interpretation, use of English law & language**

The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of their contents.

English law governs these terms and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

## **13. Complaints**

If you have a complaint about our wrong fuel service we really want to hear from you. We welcome your comments as they give us the opportunity to put things right and to improve our service.

Please phone us on: 0800 772 3842

Or write to: Wrong Fuel Recovery, 3 Herga Court, Stratford Road, Watford, Hertfordshire, WD17 4PA

If the complaint is about a third party/agent please contact the relevant third party/agent directly to raise the complaint. You may also log the complaint with us for our own quality control, but we are unable to take direct action.