



## SFR Website and Payment Terms & Conditions

Welcome to the Sustainable Fuel Register (SFR) website terms and conditions for use. These terms and conditions apply to the use of this website and to payment for services. By accessing the website you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions you may not use or access this website. If you have any questions about these terms and conditions please contact our Administration Team by e-mail to [info@sregister.org](mailto:info@sregister.org), or call us on 024 7669 8919 between 09:00-16:15. Please note that all calls to the Administration Team will be charged at the local rate (BT users only, other network charges may vary). Inbound and outbound calls may be recorded for quality monitoring and training purposes.

### Definitions

"Conditions" means these terms and conditions

"Service" means a service offered on the website;

"Service description" means that part of the website where certain terms and conditions in respect of the individual service are provided;

"Users" means the users of the website collectively;

"Personal information" means the details provided by you on registration;

"We/us" means the Sustainable Fuel Register, a service provided by NFU Energy and Crops for Energy;

"Website" means the website located at [www.sregister.org](http://www.sregister.org) or any subsequent URL which may replace it;

"Cookies" means small text files which our website places on your computer's hard drive to store information about your session and to identify your computer;

"United Kingdom" means England, Wales, Scotland, Northern Ireland and the Channel Islands "You" means a user of this website.

### Use of the Website

You may print and keep a copy of these terms. They are a legal agreement between us and can only be modified with our consent. We reserve the right to change the terms at our discretion by changing them on the website.

### Registration

You confirm that;

1. The personal information which you are required to provide when you register is true, accurate, current and complete in all respects.
2. The records and information submitted in relation to this application are true and accurate to the best of your knowledge.



3. You have undertaken sufficient care and effort to establish these records and information as true and accurate.
4. You will notify us at once of any changes to the records and information submitted by contacting our Administration Team.

You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

### **Indemnity**

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the conditions by you or any other liabilities arising out of your use of this website, or the use by any other person accessing the website using your account and/or your personal information.

### **Our Rights**

Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under this agreement. Nothing in these Terms is intended to, nor shall it, confer any benefit on a third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. We may amend these Terms at any time by posting a variation on the site.

We reserve the right to:

- modify or withdraw, temporarily or permanently, the website (or any part of it) with or without notice to you and you confirm that we shall not be liable to you or any third party for any change to or withdrawal of the website; and/or
- change the conditions from time to time, and your continued use of the Website (or any part of it) after any change shall be deemed to be your acceptance of any change. It is your responsibility to check regularly to decide whether the conditions have been changed. If you do not agree to any change to the conditions then you must stop using the website at once.

### **Our Liability**

We provide most information on this site free of any access charge. Where not charged for the information provided on the site is provided on the basis of no liability for the information given. Where we provide a chargeable service to you we accept liability for direct loss arising from our not having used reasonable skill and care in the provision of such services up to the price you have paid us in any year, in the year of claim. In no event shall we be liable to you for, in the case of nonchargeable services any direct, and for both chargeable and non-chargeable services any indirect or consequential loss, loss of profit, revenue or good will arising from your use of the site or information on the site. Subject as provided below, all terms implied by law are excluded.

We do not accept liability for death or personal injury caused by negligence or responsibility for fraudulent misrepresentation that cannot, under English law, be excluded. We are a distributor (and not a publisher) of content supplied by third parties and users of the site. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third



parties, including information providers, or users, are those of the authors or distributors and not of us. We do not necessarily endorse nor are we responsible for the accuracy or reliability of any opinion, advice or statement made on the site. The information on the site is not intended to address your particular requirements. Such information does not constitute any form of advice or recommendation by us and is not intended to be relied upon by you in making (or refraining from making) any specific investment, or other, decisions. You should take your own advice. If you make an arrangement with anyone named or in connection with the site this is at your sole risk.

### Third Party Links

6. To provide increased value to our users, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

### Privacy

We will treat all your personal information as confidential (although we reserve the right to disclose this information in the circumstances set out below). We will keep it on a secure server and we will fully comply with all applicable UK Data Protection and consumer legislation from time to time in place.

When you pay on this website, we will ask you to input and will collect personal information from you such as your name, e-mail address, billing address, telephone number, and credit card or other payment information. We may also collect information about where you are on the internet (e.g. the URL you came from, IP address, domain types like .co.uk and .com), your browser type, the country and telephone area code where your computer is located, the pages of our website that were viewed during your visit, and any search terms that you entered on our website ("User Information"). We may collect this information even if you do not register with us.

You should be aware that this site is being monitored and may capture information about your visit that will help us improve the quality of our service, or be used to present you with SFR services.

We confirm that any personal information which you provide to us (or which is available on public registers) and any user information from which we can identify you, is held in accordance with UK Data Protection and consumer legislation. We use your information only for the following purposes:

- Processing your payments;
- For statistical or survey purposes to improve this website and its services to you;
- To administer this website;
- Ofgem for the purpose of administering the NDRHI



You agree that you do not object to us contacting you for any of the above purposes whether by telephone, e-mail or in writing and you confirm that you do not and will not consider any of the above as being a breach of any of your rights under the Privacy and Electronic Communications (EC Directive) Regulations 2003.

Your personal information may be disclosed to reputable third parties, e.g. application assessors / auditors, who will help process applications. We require all such third parties to treat your personal information as fully confidential and to fully comply with all applicable UK Data Protection and consumer legislation from time to time in place. We will not release your personal information to any company for mailing or marketing purposes.

You should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your personal information and/or user information, we are entitled to do so.

We use cookies to keep track of your current session to personalise your experience and so that you may retrieve your application at any time - if you do not accept cookies you will be unable to use this website for shopping purposes, only for browsing and research.

If you'd like to opt out of cookies, please go to the Network Advertising Initiative website (opens in a new window - please note that we're not responsible for the content of external websites).

## Payments

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing the website.

## Contract Creation

The technical steps required to create the contract are as follows:

1. You place the order by pressing the confirm order button at the end of the checkout process.
2. We will send an order acknowledgement email detailing the service you have ordered. This is not an order confirmation or order acceptance from Sustainable Fuel Register.
4. Turnaround Time: Sustainable Fuel Register aim to complete all services within 20 working days from receipt of payment. During busier times services may take longer.
5. Completion of contract will take place on despatch of the valid SFR number or when we notify you that we are unable to validate your fuel, or you have cancelled it in accordance with the instructions in "Contract Cancellation...".

Non-acceptance of order may result from one of the following:

1. Our inability to obtain authorisation for your payment.
2. The identification of a pricing error.
3. You not meeting any eligibility to order criteria set out previously.



The contract will be concluded in English.

The details of your specific contract will not be filed by us. If you require any information regarding orders write to us at the following address: Sustainable Fuel Register Administration Team, NFU Energy, 10<sup>th</sup> Street, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2LS.

### **Contract Cancellation**

You are entitled to cancel this contract provided that you exercise your right and notify us within **fourteen (14) working** days of the day on which you received receipt of your order summary. We aim to commence work on applications within **20 working days**. Please notify us as soon as you can of your desire to cancel your order by contacting our Sustainable Fuel Register Customer Service Team by e-mail, or in writing to Sustainable Fuel Register Administration Team, NFU Energy, 10<sup>th</sup> Street, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2LS.

If you call to cancel an order you will be asked to put your request in writing.

### **Accuracy of Information & Disclaimer**

We will take all reasonable care to ensure that all details, descriptions and prices of services appearing on the website are correct at the time when the relevant information was entered onto the system. This site gives a large amount of statistical data and there will inevitably be errors in it. You should independently verify any information before relying upon it. If you find any inaccurate information on the site let us know and we will correct it, where we agree, as soon as practicable. Although we aim to keep the website as up to date as possible, the information including descriptions appearing on this website at a particular time may not always reflect the position exactly at the moment you place an order.

### **Refund Policy**

We want you to be 100% happy with our service and it is our intent to offer a service of exceptional value. If you have a refund request please contact Sustainable Fuel Register Administration Team either by email to [info@sregister.org](mailto:info@sregister.org) or by calling us on 024 7669 8919 between 09:00-16:15, and we will deal with your query promptly.

We will contact you to advise if your claim is covered under our Refund Policy or if we will be giving you a full 100% refund of the service charges.

### **Complaints**

We pride ourselves on ensuring customer satisfaction and our complaints resolution system enables us to ensure that you are satisfied, even when things go wrong.

If you have a complaint, please contact Sustainable Fuel Register Customer Service Team either by email to [info@sregister.org](mailto:info@sregister.org) or by calling us on 024 7669 8919 between 09:00-16:15. Upon receipt of your complaint, we will investigate the issue so that we can resolve it to your satisfaction, and to avoid reoccurrence in the future.

### **Copyright**

The site contains copyright material, trade names and other proprietary information, including, but not limited to, text, software, photos, graphics and may in future include video, graphics, music and sound. The entire contents of the Site are protected by copyright law. We, or our licensors, own



copyright and/or database right in the selection, co-ordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part except as provided in these Terms. You may download information from the Site for your own personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission and that of the copyright owner. In the event of any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyright material. Sustainable Fuel Register, [www.sfregister.org](http://www.sfregister.org), NFU Energy and [www.nfuenergy.co.uk](http://www.nfuenergy.co.uk) and our logos on this site are trade names of NFU Energy. You may not use those names without our consent. We provide hypertext links to other sites which are operated by other people. Using such a link means you are leaving our site and we take no responsibility for, and give no warranties, guarantees or representations in respect of linked sites.

### **Legal Jurisdiction & Dispute Resolution**

English law shall apply to these terms, notwithstanding the jurisdiction where you are based. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts. The place of performance shall be England. We make no warranty or guarantee that the site or information available over it complies with laws other than those of England.

### **Contact**

For any queries regarding our service, please contact us via email at [info@sfregister.org](mailto:info@sfregister.org) or by calling us on 024 7669 8919 between 09:00-16:15

Our registered office details are:

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Registered in England. Company registration number: **4746402**

VAT no: GB **834864401** and.....

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