# Terms & Conditions - Heating Oil Tank Monitoring and Automatic Refill Service

These Terms and Conditions apply to the heating oil tank monitoring and automatic refill service provided by Gleaner Ltd.

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## 1. Definitions

"Gleaner", "We", "Us", "Our" means Gleaner Ltd, the heating oil supplier and monitoring service provider.
"You", "Your" means the customer subscribing to the Service.
"Service" means the installation, monitoring, and automatic ordering service described in this agreement.
"Device" means the oil tank monitoring unit installed on your tank.
"Tank" means your heating oil storage tank at the Service address.
"Threshold Level" means the agreed oil level (typically 35–40% capacity) at which we will arrange a refill delivery.

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## 2. Service Description

2.1 The Service monitors your heating oil tank remotely and automatically schedules deliveries when oil levels fall to the agreed Threshold Level, helping ensure continuity of fuel supply.

2.2 The Service includes:

- Installation of a compatible monitoring Device on your tank
- Remote level monitoring via secure data transmission
- Automatic scheduling of heating oil deliveries

2.3 The Service is provided for an initial fixed term of five (5) years from the date of installation.

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## 3. Installation and Tank Suitability

3.1 Installation will be carried out by Gleaner or its authorised contractors.

3.2 You confirm that:

- You own the tank or have the owner's permission for installation
- The tank complies with applicable UK regulations and recognised industry guidance (including OFTEC and Building Regulations where applicable)
- The tank is structurally sound, correctly supported, and safe to fill
- Safe access is available for installation, inspection, and delivery

3.3 Gleaner reserves the right to refuse or postpone installation or delivery if the tank or site is unsafe, non-compliant, or inaccessible.

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4. Monitoring and Automatic Ordering

4.1 The Device periodically measures oil levels and transmits data to Gleaner's monitoring system.

4.2 When the oil level reaches the Threshold Level, you authorise Gleaner to automatically arrange delivery of heating oil to refill the tank without further instruction.

4.3 Delivery timing and quantity will be determined by Gleaner based on:

- Tank size and current level
- Delivery routing and logistics
- Seasonal demand and weather conditions

4.4 Automatic ordering is intended to reduce the risk of run-out but does not constitute a guaranteed uninterrupted fuel supply service.

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5. Customer Responsibilities (OFTEC-aligned)

You agree to:

5.1 Maintain the tank, base, pipework, and ancillary equipment in good condition and compliant with applicable UK regulations and recognised industry practice (including OFTEC guidance).

5.2 Ensure:

- The tank has adequate capacity and venting
- The fill point and gauge are accessible and clearly identified
- The tank is free from leaks, defects, or contamination
- Safe delivery access is maintained at all times

5.3 Notify Gleaner promptly of:

- Tank damage, leaks, or repairs
- Changes to tank capacity, location, or ownership
- Unusual consumption patterns
- Property vacancy or occupancy changes

5.4 Not tamper with, remove, obstruct, or interfere with the Device.

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6. Device Care

6.1 You are responsible for reasonable care of the Device and must not:

- Remove or relocate it
- Attempt repairs or modifications
- Allow third-party interference

6.3 Gleaner may access the property on reasonable notice to inspect, maintain or replace the Device.

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7. Accuracy and Service Limitations

7.1 The Device uses radar or similar technology to estimate oil levels. Readings may be affected by tank geometry, obstructions, installation position, or environmental factors.

7.2 While the Service is designed to minimise run-outs, Gleaner does not warrant that the tank will never become empty.

7.3 You remain responsible for maintaining adequate fuel levels and monitoring heating operation.

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8. Fuel Supply and Pricing

8.1 Heating oil delivered under the Service is charged at Gleaner's prevailing price at the date of delivery unless otherwise agreed in writing.

8.2 Automatic ordering does not constitute a fixed-price or minimum-volume supply contract unless separately agreed.

8.3 Deliveries are subject to safe access and suitable tank condition at the time of delivery.

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9. Term and Early Termination

9.1 The Service term is five (5) years from installation.

9.2 Early termination by You may occur only if:

- You permanently vacate the property and the Service cannot be transferred; or
- Gleaner materially breaches these Terms.

9.3 Early termination may incur a reasonable charge reflecting:

- Device and installation costs
- Remaining Service term

9.4 Gleaner may suspend or terminate the Service if:

- The Device is tampered with or removed
- The tank or site is unsafe or non-compliant
- Account payments are overdue

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10. Change of Property or Ownership

10.1 You must notify Gleaner before moving or property sale.

10.2 Where feasible, the Service may be:

- Transferred to your new property; or
- Assigned to the new occupier/owner

10.3 If transfer is not possible, early termination charges may apply.

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11. Charges and Payment

11.1 Any monitoring or service fees will be as stated in the tariff.

11.2 Fuel deliveries are invoiced separately under our fuel supply account terms.

11.3 Failure to maintain payment may result in suspension of monitoring and automatic ordering.

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12. Data Protection

12.1 The Device collects tank level and operational data only.

12.2 Data is used solely to:

- Monitor fuel levels
- Schedule deliveries
- Maintain and improve the Service

12.3 Personal data is processed in accordance with UK GDPR and Gleaner Ltd's Privacy Policy.

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13. Liability

13.1 Nothing limits liability for death or personal injury caused by negligence or fraud.

13.2 Gleaner is not liable for:

- Fuel run-out due to inaccurate readings, abnormal usage, or access restrictions
- Tank failure, leaks, or contamination
- Loss of heating or consequential losses unless caused by Gleaner's negligence

13.3 Gleaner's total liability arising from the Service is limited to the monitoring fees paid in the previous 12 months.

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14. Force Majeure

Gleaner is not liable for delay or failure due to events beyond reasonable control, including severe weather, fuel supply disruption, road conditions, or telecommunications failure.

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15. Changes to the Service

Gleaner may update monitoring technology or operational processes provided the overall Service functionality remains materially equivalent.

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16. Acceptance

Installation or use of the monitoring Device and Service constitutes acceptance of these Terms and Conditions.

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# Customer Information Summary

Gleaner Heating Oil Monitoring Service

- We install a radar level monitor on Your Tank
- We remotely track oil levels securely
- We automatically arrange delivery at ~35–40%
- Helps reduce risk of running out of oil
- Five-year managed monitoring service
- Compatible with most domestic heating oil tanks