



Signal Smart Monitor

1 Installation

- 1.1 Signal smart monitors can be self-installed or one of our engineers will happily fit it to your tank for you. The monitor will come with a step by step guide to installation.
- 1.2 If you have requested one of our engineers to install the smart monitor, you must ensure that you can provide access to your home on the date agreed for installation. Failure to provide access can lead to delays installing the smart monitor and may incur an additional installation fee.
- 1.3 All reasonable efforts will be made to install the smart monitor on the agreed date, but we cannot guarantee that we will be able to. We will do our utmost to advise you of any anticipated delays to the installation of the smart monitor.

2 Supply of a Signal Smart Monitor

- 2.1 If you agree to the terms and condition of a Signal smart monitor either by phone or email then the contract shall be formed at the point of confirmation and delivery/ installation of the smart monitor arranged.
- 2.2 Unless otherwise agreed the following fees will be paid for the smart monitor
 - A one of payment for the smart monitor and installation
 - An ongoing monthly data charge payable in advance of installation and every month thereafter. The data charge will be collected by direct debit on a monthly basis

3 Ownership

- 3.1 Once smart monitor and installation fee is received, the monitor and hub will become your property on the date the smart monitor is delivered or installed at your property.

4 Smart Monitor Guarantee

- 4.1 Subject to the afore detailed exceptions we guarantee the smart monitor will function as promised for a 24 month period from the date of installation.
- 4.2 This guarantee will not apply should the smart monitor:
 - Be damaged by you or someone else other than us at your property touching or tampering with the smart monitor
 - Is no longer installed on the original tank

5 Payment Options

- 5.1 Pay as you Order: you can for a £120 one of fee purchase the signal smart monitor along with an installation fee if applicable. You are required to pay a monthly data charge by direct debit of £5.00.
- 5.2 Oil Payment Plan: A Johnston Oils customer that has signed up to an oil payment plan can purchase a signal smart monitor for £60 (50% discount) along with an installation fee if applicable. You are required to pay a monthly data charge by direct debit of £2.50.
- 5.3 Please note that the minimum term for data services is set at 24 months from the date the Signal smart monitor is activated. Termination during the minimum term will incur an early termination fee as detailed in 9.2.

6 Our Obligation

- 6.1 Throughout the term of the supply agreement, we shall (where we have agreed to provide automatic reordering) provide an automated delivery service for home heating oil in accordance with the terms and conditions.
- 6.2 If you have agreed to the automatic reordering service, we will consistently monitor the Signal smart monitor readings to enable us to supply fuel to your tank when the oil level reaches an agreed reorder level.
- 6.3 If you have not agreed to the automatic reordering service, we will from time to time monitor all Signal smart monitor readings and may use this information to contact you regarding the supply of home heating oil. There is no obligation to buy and you can opt out of these contacts should you wish to do so.
- 6.4 Should we become aware of a fault relating to the Signal smart monitor then we will make all reasonable efforts to repair or replace the Signal smart monitor as soon as it is possible to do so. Should we identify that the fault is due to your misuse or the Signal smart monitor has been damaged by you or someone else other than us at the property, then we reserve the right to charge a call out fee and reasonable sum to repair or replace the Signal Smart monitor.
- 6.5 We will endeavour to provide a data service to our customers without interruption. However, as with any provision of service it will not be possible to provide the data service 100% of the time to you. We will use reasonable endeavours to minimise downtime to the data service, but you understand that the data will be supplied through a third party and we cannot be liable to you in respect of a failure to provide data services from time to time.

7 Your Obligation

- 7.1 Throughout the contract you will be required to:
Use the device as intended and in accordance with the terms of this contract and the manufactures guidelines.
- 7.2 If you have agreed to automatic reordering then you will receive notification prior to the delivery of your oil. You will make all reasonable efforts to ensure that the delivery can be made with regards to access to the tank, gates being open and the tank being unlocked. On receiving notification of delivery and should events transpire that may prevent the delivery from being made, then you will contact Johnston Oils to make alternative arrangements for the delivery to be made at a suitable date.
- 7.3 Should you replace your oil tank at any point through the contract period you will remove the device and reinstall it on your new tank. This can be carried out by you or we can arrange an engineer to reinstall the monitor. There would be a call out charge for the engineer to make a site visit and carry out the installation of the monitor.
- 7.4 You will grant permission to us or authorised representatives, at all reasonable times to enter the premises where the monitor has been installed for the purpose of inspection and testing.
- 7.5 Should the monitor be faulty, damaged or stolen you will notify us promptly.
- 7.6 Prior to installation and through the contact period you must ensure that the tank is fit for purpose. The tank must not be damaged or wrapped and must be on a flat, level base in line with OFTEC regulations and guidelines.

8 Data Protection

- 8.2 The information from the monitor will be collected as set out in clause 6.2 and 6.3 and used in the provision of the services within those clauses.
- 8.3 Your personal information provided in respect of your name, address, contact details and tank details will be used to arrange and carry out the installation of the Signal smart monitor.



- 8.4 The data generated through Signal will be used as an anonymous data set to establish trends and patterns across our customers using the Signal smart monitor. This information will also be used to market other products and services to you, you can opt out of these marketing communications at any point.
- 8.5 Your personal information will be shared with eSmartMetrics as host of the Signal online Platform. From time to time eSmartMetrics may contact you relating the Signal Service and maintenance to enable them to improve their service. You can opt out of any of these communications by contacting us or updating you preferences online.

9. Termination

- 9.1 The automatic reordering and data services will continue beyond the minimum contract duration until the contract is cancelled either by you or by us giving no less than 4 weeks' notice.
- 9.2 If you wish to terminate the contract within the minimum contract duration then you will incur an early termination fee. The termination fee will be then calculated by the number of months remaining in the contract multiplied by the monthly direct debit value of the data services.