



Terms and Conditions

1.0 Description of Services

1.1 General

The FDAI provides information and news on oil sector related topics. It also facilitates access to sector related services and supplies and provides a forum for the formation of policy and best practice within the oil distribution sector.

1.2 Specific

In particular the FDAI provides services or access to services to subscribers in the following areas:

- Sector Representation
- Legal/Employment
- Training Courses and Seminars
- CPC and ADR Training Access
- Sector Policy Formulation and Best Practices
- Marketing of Sector
- Meeting & Conferences
- Trade Exhibition
- Quality and Service Awards
- News-Sheet/Bulletins
- Media & Public Relations
- Government & Legislative Submissions

2.0 Price and Payment

In order to avail of FDAI services, Subscribers pay an annual subscription fee to the FDAI on the basis of their oil related sales turnover.

Currently, for oil distribution businesses with turnover of €10,000,000 pa or less, the annual subscription fee is set at €320.00 before VAT. For businesses with over €10,000,000 turnover pa, the annual subscription fee is €450.00 before VAT. Subscriptions are payable in advance by cheque, standing order or by EFT,

3.0 Delivery of Services

Paid up Subscribers can enquire directly for services through FDAI personnel either by 'phone or by mail/ email. The FDAI website, www.f dai.ie also facilitates subscribers in this regard through its "Contact Us" section.

4.0 Service Quality

THE FDAI strives to provide up-to-date and accurate sector related information at all times either through its website or through the other contact channels available to subscribers – Phone' email, Mail.

The FDAI also strives to promote access to expert and reputable 3rd party service providers for the benefit of its subscribers.

Should a subscriber engage for services or supplies a 3rd party supplier designated as an FDAI recommended or preferred supplier in FDAI literature or, through other FDAI channels, the parties to any subsequent contractual agreement are the Subscriber and the Supplier. The FDAI or its officers are not party to such agreements nor shall they be held liable for any failure or shortfall in any services/supplies provided therein.

5.0 Code of Conduct

The FDAI has drawn up a code of conduct for Subscribers which must be adhered to. See FDAI website www.f dai.ie.

This Code may be altered in consultation with the FDAI council members and any changes should be reflected on an up to date document available on the FDAI website for Subscribers to view.



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6.0 Privacy, Personal Information and Data Collection

The FDAI respects your right to privacy. In this regard we comply with our obligations under the Data Protection Acts 1988 and 2003.

In brief this includes

- Fair collection of information
- Safe and secure collection and retention of information
- Safe and secure transport of information where provided over a public network
- Collection and processing of adequate, relevant and non excessive information congruent with the purposes for which it was collected
- Retention of information for a period congruent with the purpose for which it was collected
- Retention of accurate and up-to-date information
- Informing users and obtaining consent for any new or secondary purposes for which data may be used
- Informing users of the Data Controller and anyone else to whom the data will be disclosed.

6.1 Collection and use of personal information

The FDAI collects personally identifiable information which you voluntarily supply when you interact with the Association through it websites. We do not make this information available to any 3rd parties and the information received is used only for the purpose for which it is provided.

We also gather statistical and other analytical information of a non personal nature for all visitors to our websites. This data comprises information that cannot be used to identify or contact you, such as demographic information and includes information related to browser types and other anonymous statistical data involving the use of our website. The Non-Personal information gathered via our websites is analysed in aggregate form to obtain a better understanding of our visitors' geographical profile, preferences and enquiry channels which in turn helps us to make improvements to our website.

6.2 Information placed on your computer

When you look at or use our website, we may store a small amount of text, commonly called a 'cookie', on your computer.

This merely helps us to improve the online service provided to you by our website by allowing us to recognise you quickly and to present you with previously submitted details that speed up transaction processing.

You are at liberty to erase this information from your computer or to disable cookies from your web browser to prevent their set up. However, by so doing, you may impede or prevent certain online functionality of our website.

6.3 Technical Information

Our Internet Service Provider also logs technical details in connection with visits to our websites but no information is collected that could be used to identify individual visitors.

Typically the technical information logged could include:

- the IP address of the visitor's web server
- the top-level domain name used (EG .ie .com)
- the website address from which the visitor reached us
- any search terms used in finding our websites
- click-stream data which shows the traffic of visitors around our web sites including pages accessed and documents downloaded
- the type of web browsers used by website visitors.

The FDAI will not try to identify individual website visitors through the use of this technical information. We will not disclose this information to any third party (except where obliged to do so by the rule of law or in the case of our internet service provider who records this data on our behalf under strict confidentiality provisions)

6.4 Requests regarding personal data supplied via our websites

You can write to us to request a copy of the personal data supplied to us via our websites. Our email and mail addresses are listed at the end of this statement. In your correspondence, please include any personal identifiers that you provided earlier via our website, such as name, address, email address, phone number. We will try to respond to you by return but not later than 40 calendar days after receipt of your request. There is a nominal request charge of up to €6.35 payable for this service.



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If we hold inaccurate information about you, you are also entitled to have this information corrected by us but you must make such a request in writing or by email.

In some circumstances you may request that certain information, which you supplied to us via our website, should be deleted. Any deletion request would generally need to be supported by an identification of where we have contravened data protection law in our processing of the data concerned.

6.7 Phone Calls

The FDAI may monitor and record phone calls. (Primarily to be used for quality assurance purposes.)

7.0 Alteration of Terms and/or Conditions

The FDAI may introduce or amend Terms or Conditions in the future. We will advise our subscribers (for example by phone, mail or email or through notification on our website or by text) of such changes at least one month in advance. If the change relates to an alteration of the FDAI Subscription Fee we will not normally notify subscribers of this nor will we apply such alteration retrospectively.

8.0 Cancelling Your Subscription

You are entitled to cancel your subscription. However, we will require notice of such cancellation either in writing or by phone. A pro-rata amount for the annual subscription paid by the Subscriber will be refunded on the basis of any unexpired period remaining less a cancellation fee of €25.00 to cover FDAI administration costs.

EG	
Annual Subscription Fee paid in advance	€ 450.00
Less 6 months expired	€(225.00)
<u>Less FDAI Cancellation Fee</u>	<u>(25.00)</u>
Refund before VAT	€ 200.00
<u>VAT @ 23% (Current VAT Rate)</u>	<u>€ 46.00</u>
Total Refund	€ 246.00

9.0 General

Subject to the terms of any agreement we conclude with you we reserve the right to cancel a subscription at any time.

These Terms and Conditions of subscription are governed by and will be understood in accordance with Irish law. The contract between us is concluded in the English language. Any dispute arising between us under or in connection with these Terms and Conditions of the Subscription shall be subject to the non-exclusive jurisdiction of the Irish courts.

These Terms and Conditions of Subscription constitute the entire agreement between us in relation to the provision by us to you of the Services, and they replace and supersede any prior arrangements between us in relation to the Services.

You acknowledge that you are not relying on any statement made by us or any of our representatives with regard to the Services other than those expressly set out in these Terms and Conditions. Nothing in this Paragraph shall exclude or restrict our liability for fraud or fraudulent misrepresentation.

The agreement between us which is comprised of these Terms and Conditions is not intended to be for the benefit of any third party, and shall not be exercisable by any other person. The continued renewal of subscription and/or use of the Website or FDAI services following any changes to the Terms and Condition will mean that you accept such changes.

10.0 Force majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled cancel a subscription under Clause 8.0 or 9.0 in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Clause 10.0 (Force Majeure).