

THE FUELCARD COMPANY TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS OF USE SUPERSEDE ALL PREVIOUS TERMS AND APPLY TO YOUR CARDS - PLEASE RETAIN A COPY FOR YOUR RECORDS

DEFINITIONS

Agreement	The agreement between you and us including the application form and applicable terms and conditions.
Approved Vehicle Category	Those models of electric and hybrid vehicles that can be charged using Charge Points, as listed on the https://ev-database.uk website, in particular, those that are licenced for use on the road by the DVLA and that were manufactured after 2016.
Card	A card or other payment method we have issued and which can be used to purchase Goods and Services, including but not limited to Chip and PIN Cards, Non PIN Cards, Non Standard Cards, magnetic stripe cards, voucher cards, card numbers and virtual cards.
Card Charge	The charge (plus VAT) that we charge you for each Card.
Cardholder	Any person you authorise to use the Card.
Chargeback	As defined in clause 8 of the Agreement.
Charge Point	A charge point infrastructure which is part of the Charge Point Provider's network, which can enable a plug-in electric vehicle in an Approved Vehicle Category through the use of a Card to connect to and charge from an electricity supply.
Charge Point Provider	A provider of Charge Points under the terms of the Agreement.
Chip and PIN Card	A Card that we issue and which includes chip and PIN technology.
Consequential Losses	Losses that are not a direct result of anyone breaking any of the terms of the Agreement.
Goods and Services	Goods and services you can buy using a Card including petrol, diesel, liquefied petroleum gas, electric, hydrogen, other alternative fuels, Ad-Blue, engine oil, vehicle-related goods, tyres, batteries, exhausts, windscreen replacements, vehicle servicing, repairs, maintenance services, vehicle breakdown recovery, tolls, and other services we may include from time to time.
Non PIN Cards	A Card that has either the name of an individual or the registration number of a vehicle (or both) embossed on it and the Cardholder signs their name or writes their vehicle registration number on the back but does not require the Cardholder to show any form of ID or enter a PIN code but where a Cardholder's signature is required at the point of sale.
Non Standard Cards	Non PIN Cards, Cards without a driver name or vehicle registration number embossed and any other non-standard types of Cards that we issue to you and confirm are non-standard Cards.
Payment Due Date	As defined in clause 4 of the Agreement.
PIN	The personalised identification number used to validate a transaction to purchase Goods and Services using a Chip and PIN Card.
Privacy Policy	Our privacy policy at https://www.fuelcards.co.uk/privacy-policy or as otherwise provided to you by us in writing from time to time.
Standard Charges	The recurring and ad-hoc charges applicable to your account and Cards, which forms part of the Agreement as, updated from time to time.
Suppliers	Suppliers who hold agreements with us or any of our associated companies to accept Cards to purchase Goods and Services.
Website	The areas of our website which are protected by a password or any other website we authorise you to access in connection with the Agreement or Cards.
we, us, our	The Fuelcard Company Limited.
you, your	The account holder set out in the Agreement.

By signing your Card and/or using it you accept these terms and conditions in full and agree to comply with them at all times. It also means that you agree to pay us for any Goods and Services our Suppliers supply to you or to the Cardholder.

2. USING THE CARD

The Card is valid until its expiry date or until you or we cancel it, whichever happens earlier. Only the Cardholder can use the Card. You must ensure that only a Cardholder knows and is able to use the PIN for any Card or if a Card does not have a PIN associated to it you must ensure that the Card can only be used for any driver name or vehicle registration embossed on the Card. You must make sure that the Cardholder signs their name or writes their vehicle registration number on the back of the Card (or does both) matching the driver name or vehicle registration embossed on the front of the Card to prevent unauthorised use which you will be liable for. The Cardholder must present the Card to the Supplier before they buy Goods and Services so that the Supplier is aware that they are about to make a sale as an agent for us. All goods provided under this Agreement upon acceptance of a valid card are supplied by the Supplier on Our behalf. The Cardholder must make sure that the correct vehicle registration number and mileage has been recorded on a voucher for each purchase. The Cardholder must make sure that they enter the correct PIN when using a Chip and PIN Card and you are liable for all Goods and Services purchased using a Card once a correct PIN has been entered at the point of sale terminal or after the Cardholder signs to accept the transaction where a Card does not have a PIN and a signature is required. It is important that you take all reasonable steps to prevent misuse of your Cards and to identify any unauthorised or fraudulent activity relating to your Cards or your Card numbers. These steps should include: ensuring that pins are not known by anyone other than a Cardholder, checking that your Cards are correctly embossed with your company name and one or both of the Cardholder name and vehicle registration, checking your invoices and any reports that you receive for any unauthorised or unusual activity and promptly investigating any suspect/unusual transactions that we notify you of.

3. CARDS

Each Card will show your name and the expiry date. You must ensure that the Card is embossed to show the Cardholder's name or the registration number of the vehicle it is used for (or both). If the signature panel on the back of the Card is marked or is not filled in correctly, a Supplier may confiscate the Card. Cards are issued with a PIN which must be used in conjunction with Chip and PIN Cards. Cardholders will have 5 attempts to enter a correct PIN at the point of validation of a transaction. If the correct PIN is not entered after 5 attempts the Card will be automatically blocked and neither you nor the Cardholder will be able to use the Card again. In the event that a Card has been blocked it will be necessary for us to issue you with a replacement Card. If a PIN is lost or misplaced, Cardholders can request a re-advice from us (please see clause 23 for our contact details or you can contact us via our Website). We may charge for issuing replacement Cards. Suppliers may also refuse to accept the Card if it is not being used in line with the terms and conditions that we agree with Suppliers. If we provide you with a bearer Card, a Non PIN Card, an ID bearer Card or a voucher Card you are subject to the additional terms applicable to such Cards from time to time. These terms are available on request and you must make sure that you keep to them. We will also charge you per voucher Card, bearer Card or ID bearer Card. Details of these are set out in our Standard Charges.

4. ACCOUNTS

We will invoice You monthly, fortnightly or weekly (as appropriate) in arrears detailing the Goods acquired using Cards on Your Card account which have been processed by Us prior to raising the relevant Invoice, together with handling fees, site surcharges and any ancillary charges applied by Us during the Invoice period. Invoices may be delivered by email or by being made available on or through the Website. Hard copy Invoices may be made available on request and are subject to additional fees for each Invoice sent at Your request. Details of applicable fees are available on the Website. You must pay the invoice in full, by direct debit, within 7 days (or other period we have agreed with you in writing) of the date of the invoice (the Payment Due Date). We may charge you for non-standard payment methods or payment periods. If you do not pay any amount by the Payment Due Date we may charge interest at a rate of 5% over the National Westminster Bank Plc base rate. We work out interest on a day-to-day basis on any amount outstanding on the Payment Due Date (including unpaid interest) and also on any Goods and Services purchased by you with Cards but not yet invoiced to you until you pay the outstanding invoice in full. We may also charge you a late payment fee. Alternatively we may charge you interest and late payment fees in accordance with the Late Payment of Commercial Debts (Interest) Act 1988 and the Late Payment of Commercial Debts Regulations 2002 (or any amendments to these statutory provisions). We will continue to charge interest until you have paid the amount due, whether

or not the Agreement has ended or a court judgment has been made. Late payment may also trigger a risk based fee being applied to your purchases (as set out in clause 8) and/or result in the removal of any discounts you may have the benefit of (as set out in clause 7). If any amount is still unpaid more than seven days after the Payment Due Date, we may cancel any or all of your Cards and end the Agreement (clause 13 of the Agreement applies to any Cards that we cancel). We may also place your Cards on temporary stop the day that any payment becomes overdue. We may apply an administration charge if we do not receive a payment because there is not enough money in your account to cover the direct debit or because you have cancelled the direct debit or if for any other reason that is not our fault we are unable to collect a payment due by direct debit. We will charge you a network service fee for processing all Card transactions. We may also charge for any copies of invoices or sales vouchers you ask us to send you for transactions. You agree that we are not obliged to carry out any investigations into, nor provide information in relation to nor copies of, invoices or sales vouchers dating back more than six months. We may charge you if you require us to provide any non-standard account management activities or for any non-standard services. We may charge if you wish to transfer your account to a different type of Card issued by us or terminate the Agreement and enter into a new Agreement with us under which we will issue a different type of Cards to you. We may charge for terminating or transferring your exiting account or for opening your new account, but not both. You must notify us promptly about any issue or dispute that relates to your Cards and Goods and Services purchased with Cards or Card numbers. We do not have to carry out any investigations that relate to transactions that took place more than three months before you notified us of a dispute.

5. PAYMENTS

We will use your payments and any credits or refunds you are entitled to first to pay off any interest you owe us and second to reduce any amounts you owe. If you make a claim against any Supplier or other supplier in relation to Goods and Services they have supplied to you or the Cardholder as our agent, you cannot take the amount of your claim from any money you owe us or claim it back from us.

6. PRICING

The prices payable for Fuel and/or Other Goods may be notified by Us to You from time to time. We reserve the right in its absolute discretion to increase the price payable for Fuel and/or Other Goods without notice to you due to variation in the market or economy or for any other reason howsoever arising. You can request fuel price updates (for fixed price Cards only), which are normally sent weekly on either Friday or Monday by email or SMS message, advising of the price applicable from the date included in the communication. You agree to pay the price for the Goods applicable and acknowledge that due to fluctuations in market price, it is impractical for Us to notify each customer of such price changes. Use of the Card by You constitutes acceptance of any variations in price.

7. CHARGES

The latest charges are available in the Standard Charges on our Website. If we make any changes to the charges, we will post the revised Standard Charges on our Website indicating the date the revised Standard Charges was posted. All charges applicable to your Cards and account will be set out in the Standard Charges unless otherwise communicated to or agreed with you in writing. All references in the Agreement to fees or charges are references to the charges set out in the Standard Charges. We may at our absolute discretion determine whether or not to invoice you for any of the charges set out in the Standard Charges. In addition, we may grant you discounts from time to time on certain Goods and Services. The level of the discount may apply for a limited time period and the Goods and Services to which it applies will be set out in the Standard Charges or otherwise communicated to you. If you wish to discuss any Charges you must contact us within 14 days of the invoice date to which they first appear. If you do not contact us within this period or continue to use the related products and services after this time, you will be deemed to have accepted the Standard Charges.

7.1 ADMIN CHARGES

It is your responsibility to check the Standard Charges on our Website prior to requesting the related products & services or incurring admin charges.

7.2 OTHER FEES

It is your responsibility to check the Standard Charges on our Website prior to incurring Other Fees. We may apply the Other Fees contained in the Standard Charges if applicable, immediately and without notice to you. We may change the Other Fees as set out in the Standard Charges at any time on 30 days prior notice to you.

7.3 SERVICE CHARGES

These will be communicated to you in writing and your contract will be updated automatically. We may

apply the service charges contained in the Standard Charges if applicable with the following conditions &/or notice:

- a) Risk Based Fee: At any time on 7 days prior notice to you.
- b) Card Charge: All Cards issued by us are subject to a Monthly or Annual Card Charge, payable in advance. Any revised Card Charge will be notified to you at any time on 30 days prior notice and will be valid from the date that the change was made and be applicable on any Card anniversary or new requests from that date forward. When we work out the Card Charge, we assume that all of your Cards are used. We reserve the right to charge an underused account fee (see 7.2 Penalty Charges) from the start of the Agreement if any Cards are not used or used to purchase a lower level of Goods and Services than we reasonably anticipated.
- c) All other Service charges: At any time on 30 days prior notice to you.

8. CREDIT AND RISK

We may terminate the Agreement or suspend your Cards in the event that you exceed any credit limit that we have set for your account. We may charge you for exceeding any credit line that we have notified you of. If we suspend your account for any reason and we subsequently agree to reactivate your account, we may charge you. We may also charge you if you fail to comply with the terms of the Agreement or if non-standard payment terms or payment methods are operated for your account. We, or a third party, may make, or ask our agents to make, regular credit checks on you. This will involve giving information about you to licensed credit reference agencies. We will undertake periodic risk assessments of you using an industry recognised risk rating management tool and, in the event that you are neither a sole trader nor a partnership of 3 persons or less, if, following such credit risk assessment, your credit risk rating hits a specified risk rating level or if for any other reason we reasonably suspect you may pose a credit risk (including in the event of late payment where you have failed to pay an invoice at least two times over a continuous period of six calendar months) to us we shall apply a risk based fee to your purchases for the purposes of mitigating the risk. You agree we may apply such charge immediately and without prior notice to you, although if we apply a risk based fee in this way we will notify you of our decision to apply the risk based fee, together with any additional details of the charge, as soon as reasonably practicable following the decision. You agree that we may apply the charge from the point in time we receive the report indicating your risk rating has hit the specified risk rating level or when we otherwise decide (acting reasonably) to apply the charge. The rate of the risk-based fee applicable will be determined by us but will not exceed the maximum risk based fee set out in the Standard Charges (which may vary). We shall continue to apply a risk-based fee until your risk rating has returned to below the specified risk rating level for a continuous period of six calendar months. Our decision around the risk based fee is final and there shall be no back-dating or reimbursement of risk based fees applied by us to you. Please note you may pay a security deposit in lieu of us applying a risk based fee.

In certain circumstances, for your convenience, we may (but are not obligated to) allow you to place a credit or debit card on file with us to use for automatic payment of any and all balances on your account, including balances created at or around the time that a Cardholder presents the Card to the Supplier to buy Goods and Services. If following a credit risk assessment, we determine (at our sole discretion) your credit risk rating is suitable, we shall be entitled to remove your right to place a credit or debit card on file with us and transfer you to our standard billing process outlined in clause 4. This will include a requirement for you to set up a direct debit for the payment of invoices in accordance with clause 4 when we transfer you to our standard billing process. You hereby authorise us (and will promptly provide us documentation evidencing your authorisation upon our request) to: (a) charge or debit such credit or debit card automatically immediately in £GBP (or on the date any amount otherwise becomes due to us), based on your use of our products and services and related purchases and any other charges due as per the Standard Charges; (b) to obtain credit authorisations from the issuer of your credit or debit card; and (c) to obtain credit reports about you and/or the beneficial owners of your business from time to time. We may set limits on the amount of goods and services you can purchase using the Cards, depending on the credit limit on your credit card, or any other factors in our assessment of credit risk. It is your responsibility to ensure that your credit or debit card information on file with us is always up to date. If such credit or debit card is declined for any reason, your account must be paid by you by other means by the due date stated on your invoice, and we may charge you an administrative handling charge of in connection with such decline. "Chargeback" is a mechanism for your credit or debit card issuer (at their discretion) to reclaim money from a service provider's bank. This can allow your card issuer to provide you with a refund in a number of circumstances, including: (a) if you do not get the

1. AUTHORISATION

product you paid for; (b) if you are charged the wrong amount, or charged twice by mistake; or (c) if the payment was made fraudulently.

You agree to contact us prior to raising a request for a Chargeback or any dispute with your bank or card issuer in relation to any transaction with us, and to provide us with any information reasonably requested by us in order for us to research the transaction associated with the proposed Chargeback.

We recognise that Chargebacks can happen for a variety of reasons. However, if you make a card payment through us, and later dispute a legitimate charge by raising a Chargeback without merit or legitimate reason (as determined at our sole discretion), whether fraudulently or otherwise, then we may provide the bank compelling evidence to refute your invalid Chargeback request, and reserve the right to terminate the Agreement or suspend your Cards. The following shall be due and payable by you within 7 days for each instance of a Chargeback made without merit or legitimate reason: (a) the charges due and payable by you for the Goods and Services used in the period covered by the Chargeback; (b) such Chargeback costs as are levied upon us by your bank or card issuer; (c) Chargeback fee of £50; and (d) our reasonable costs and losses incurred in recovering the above-mentioned fees including debt recovery costs, legal fees and debt collection costs.

In addition to the Chargeback fee outlined in the preceding paragraph, we may also charge you an administration fee for any Chargebacks. If you effect a Chargeback on a valid charge from us, you will owe us the full amount of such charge and it must be paid promptly by other means, and shall accrue interest from the original date due, at a monthly interest rate noted on the Standard Charges published on our Website.

9. BREACH

If we find that you have given us false or incomplete information, or that you have broken any of the terms and conditions of the Agreement, we will demand that you pay us any money you owe us immediately. By doing this we will not lose any of our rights under clause 13 of the Agreement. You agree to indemnify and hold us harmless against any and all claims, losses, costs, penalties, expenses and liabilities which we may suffer or incur which in any way, directly or indirectly, arise from or relate to any claim whether in contract, delict or tort (including negligence or breach of statutory duty) in respect of any use of a Card.

10. LOST OR STOLEN CARDS AND UNAUTHORISED USE

If your Card is lost or stolen, or someone who is not (or is no longer) authorised to use your Card has it or the Card number is being used fraudulently, you should report this immediately via the Website and notify the Card. If you are unable to notify us via the Website you must telephone or email us immediately. Please see clause 23 for our contact details. Where you report a Card as lost or stolen or report unauthorised use, you will not be responsible for any purchases made using that Card from 2 working days after the notification. You should tell us all you know about the circumstances of the loss, theft or unauthorised use of the Card and, where possible, take all reasonable steps to help to get the missing Card back. This includes contacting the police and getting a crime reference number and giving that to us. You must also make sure that anyone who is no longer authorised to use a Card does not keep their Card.

If you have opted for the service called "Zero Liability" then, subject to you having paid the applicable fee for such service to Our satisfaction, the provisions of this sub-paragraph shall apply. Details of the current fees for Zero Liability are available on the Website. Save in respect of any failure by you to comply with the conditions for card usage and security set out in paragraph 2 with effect from the time of a notification duly given in accordance the above, you shall not be liable for use of a compromised Card.

11. OUR WEBSITE

We will give you access to the Website and you should use the Website to manage your Cards and account. You may be charged if you ask us to supply information or undertake tasks that are available or could be undertaken via the Website. You must keep to the Website terms of use, and not allow anyone else to use it. We may at any time withdraw our permission for you to access the Website. You must keep any security or access codes we give you confidential, and tell us immediately if you think anyone else knows the codes.

12. NOTICE

You must tell us immediately in writing if your name, address or bank details change. We will assume that any information we send by pre-paid post to the address we currently hold for you will reach you the day after we post it (not including Sundays or bank holidays). You must advise us of the e-mail addresses that we should use to contact you and, if different, for us to send invoices to you. It is your responsibility to keep this information up to date and to advise us of any changes.

13. CANCELLING CARDS

All Cards remain our property. We may, at any time, cancel any Card, refuse to issue a new or replacement Card, or end the Agreement by sending you written notice. If we cancel your Card or end the

Agreement, this will take effect immediately and you must return every Card to us straight away. If you write to us asking us to cancel a Card or where we cancel any Card, we may ask you to cut it in half for security reasons and return it to us. If you do not return the cancelled Card, you will still be responsible for any purchases made with that Card. If you cancel a Card or end the Agreement, in line with this or any other clause in the Agreement, you are still responsible for any purchases made with the Card except for a Card you have reported to us as lost or stolen, or a Card that we agree to treat as lost or stolen. We may charge you an administration fee for treating the Card as lost or stolen. If you use a Card after it has been cancelled, we may charge you an administration fee and any costs associated with getting the cancelled Card back. You may terminate the Agreement at any time by giving not less than three months' written notice to us. We may terminate the Agreement at any time by giving not less than one month's written notice to you. You agree that in the event of termination of the Agreement no pro rata refunds of any prepaid Charges will apply.

14. EXCLUSION AND LIMITS

The Agreement includes everything we are responsible or liable for. If something is not clearly mentioned in the Agreement, we do not accept responsibility or liability for it. Also, we do not accept responsibility or liability for any obligations that are expressed or implied unless the law says that we cannot exclude responsibility for such obligations. Our total responsibility for Goods and Services you buy from us at Suppliers is limited to the amount we can claim back from them, which we will then pass on to you. We are not responsible to you, and you are not responsible to us, for any loss of profits, loss of business, business disruption, loss or corruption of data, loss of goodwill, or any indirect or Consequences Losses resulting from anyone breaking any of the terms of the Agreement.

15. AGENCY, TRANSFER, CHANGE OF CONTROL AND SUBSIDIARIES

We may transfer all of our rights and responsibilities under the Agreement in which case the Agreement will continue to apply to you and you will still be bound by it. This may include the right to collect any debt you owe us. If we transfer our rights and obligations under the Agreement to a third party, they will charge you a reasonable administration fee for collecting any outstanding debt. The third party will use the account details (your personal information or information about you) to help them to collect the debt. The third party will keep this information and use it to help other users of its services to make decisions about supplying future services to you. To help us carry out the Agreement, we may also appoint an agent who may be any other company in the Allstar group or anyone else who agrees to be our agent. This agent will be entitled to use any of our rights under the Agreement. You must not transfer the Agreement without our written permission. If your business changes significantly at any time during the Agreement, we have the right to end the Agreement immediately, and all of our responsibilities in it will end. If we agree, we may issue Cards to one of our subsidiary companies, which will then become your representative for the purpose of the Agreement. This makes you and the subsidiary company jointly and separately responsible for keeping to the terms of the Agreement and jointly and separately liable for any failure to do so.

16. THE AGREEMENT AND CHANGES TO IT

If we change any terms set out in the Agreement, we will do so by giving you 30 days' notice in advance, where possible, otherwise we will notify you as soon as reasonably practicable after making the change. The updated Agreement will be published on our Website. Depending on the nature of the change, we will notify you of any changes either by email or in writing, by post. If you do not wish to accept any changes to the Agreement you must contact us within 14 days of being notified of the change. If you do not contact us within this period or continue to use our products and services, you will be deemed to have accepted the updated Agreement. Refusal to accept changes will result in the termination of your Agreement.

17. GENERAL PROVISIONS

The Agreement contains all of the terms and conditions that will apply to how we supply the Goods and Services to you. The Agreement replaces any earlier written or oral agreement. We can delay enforcing, or choose not to enforce, our rights under the Agreement without losing them. You must keep all information and data relating to the Agreement, Cards, transactions made using Cards and all commercial terms confidential and not disclose any such information or data to any third party without our consent unless you are legally required to do so.

18. DATA PROTECTION

Your and any Cardholder's personal data processed by us in connection with the Agreement are processed and held by us in accordance with our Privacy Policy. You will comply with all applicable data protection legislation (and are responsible for your Cardholder's compliance with applicable data protection legislation) in respect to any use made of your Cards.

Where you have approved the issue of a Card, you confirm that you have obtained the consent of the Cardholder to disclose his or her personal data to us for us to lawfully use and process it for the duration of the Agreement and the purposes described in our Privacy Policy. The provisions of our Privacy Policy do not relieve, remove or replace your obligations under applicable data protection legislation to protect against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to, personal Data.

19. NON STANDARD CARDS

If you request us to do so, we may, at our absolute discretion agree to supply Non Standard Cards to you. To ensure a high level of security, standard Cards benefit from "real time" authorisation controls used to validate transactions at the point of sale. Standard Cards also benefit from the security of Chip and PIN technology where a valid PIN must be entered at the point of sale. If you have requested a Non Standard Card we will apply our standard usage controls in relation such Non Standard Card. You will be required to sign an amendment to the Agreement if you wish us to apply different usage controls. You undertake to take full responsibility for the use and control of Non Standard Cards. It is and at all times remains exclusively your responsibility to ensure that Non Standard Cards (including the Card numbers associated with such Cards) are only used by Cardholders authorised by you and subject to any limitations placed by you upon such Cardholders. Non Standard Cards cannot be used at outside payment terminals. After you report a Non Standard Card as lost or stolen, we will advise our network of Suppliers of Non Standard Cards which you report to us as lost, stolen or being used in a fraudulent manner, in the usual way. We will notify you as soon as we are aware that any Non Standard Card that you have notified to us as lost or stolen, has been used. However, because Non Standard Cards are less easy to control and monitor, you will be liable in full for all purchases made with any Non Standard Card until that Non Standard Card has expired or has been returned to us irrespective of whether the Card has been reported lost or stolen or whether or not our relationship with you is terminated. You agree to indemnify and hold us harmless against any and all claims, losses, costs, penalties, expenses, damages and liabilities which we may suffer or incur which in any way, directly or indirectly, arise from or relate to any transactions using Non Standard Cards (and any associated Card numbers) issues to you however occurring (including fraudulent transactions on cloned and/or skimmed Cards). If we have issued Non Standard Cards to you, it is particularly important that you promptly review all invoices that we provide to you. Without prejudice to any other term of your Agreement with us, you must notify us within 3 working days of receipt of your invoice of any transactions where you suspect or reasonably ought to have suspected that any Non Standard Card has been compromised and/or used fraudulently, for example, where a Non Standard Card has been skimmed, cloned or otherwise copied whilst the genuine Non Standard Card is still in use. Although you will remain liable for all transactions until Non Standard Cards have expired or been returned to us, as soon as you notify us that a Non Standard Card is lost, stolen or being used in a fraudulent way we will attempt to prevent further use of such Non Standard Cards (and/or any associated Card numbers) and use our reasonable endeavours to limit your financial exposure and risk. Non PIN Cards will be charged at the same rate as the standard Cards on your account(s) and will expire after a period of 24 months when replacement Non PIN Cards will be issued to you.

20. ELECTRIC VEHICLE CHARGING

Some Charge Point Providers provide access to users only on the basis of a membership scheme. Where we provide you access to such private networks, your access is governed by the Agreement. This clause sets out the conditions of that access and lists the responsibilities that you, and any person authorised by you, have to us and any Charge Point Provider when using Charge Points made available to you by the Charge Point Providers. You are responsible for ensuring that your vehicle is: (a) suitable for using a Charge Point, that is, it is an electric vehicle licenced for use on the road by the DVLA; and (b) adequately insured including, without limitation, for any damage caused by you to the Charge Points and surrounding location (including the feeder pillar) and other connected infrastructure, bays, vehicles, and for injury to and death of persons. You are only authorised to use the Charge Points identified by Charge Point Providers from time to time. You must ensure that you park your vehicle in accordance with any signage and an applicable laws, byelaws, regulations, parking rules and policies that apply to the location at which you are charging your vehicle (including time limits on usage). These rules and policies may differ from one location to another. In particular, you must: (a) correctly park your vehicle within the boundaries of a bay when charging; (b) not incorrectly park your vehicle or park it in a way which impedes use of a neighbouring bay or Charge Point; and (c) not block any bay at any time, except when you are correctly parking to use a Charge Point to charge your vehicle. You must not park in a location which is intended only for use of a Charge Point unless you are using that Charge Point to charge your vehicle and at the time that you first park, where applicable, the light on the top of the Charge Point is green. If you park in a bay that has

been reserved by another user you may be liable to pay an additional fee as set out in the Standard Charges. You must plug in your vehicle as soon as possible after first parking at the Charge Point. You are responsible for: (a) paying any access and/or parking charges due to third parties in respect of any Charge Point; or (b) meeting the requirements for exemption from such charges (e.g. by presenting your Card); and (c) the costs of any fines or penalties imposed by the relevant parking enforcement authority and of any charge applied if your vehicle is immobilised, clamped or removed. You must follow all instructions in relation to the use of a Charge Point (which may differ from one Charge Point and/or Charge Point Provider to another, particularly where the service is different). You acknowledge and agree that any use of a rapid charge point is at your own risk as evidence suggests that use of a rapid charge point can damage your vehicle and its battery. Neither we nor the Charge Point Provider will be liable to you for damage to your vehicle resulting from the use of a rapid charge point unless this damage is caused by our negligence and not by the inherent risks of using a rapid charge point. You are also responsible for ensuring that the charging of your vehicle at a Charge Point is carried out safely so as to avoid injury to any person or damage to property. This includes, but is not limited to, ensuring that you take all reasonable care when charging your vehicle and that: (a) where connector cables are not available at the Charge Point, you have with you all necessary connector cables to enable your vehicle to be charged at a Charge Point; (b) the connector cable is safely plugged into your vehicle and the positioning of the connector cable does not create a tripping hazard to any person; (c) your vehicle is not driven with the connector cable still attached to the Charge Point; (d) the connector cable is not unplugged from your vehicle before the plug is removed from the Charge Point; and (e) once you have finished charging your vehicle, the connector cable is disconnected, and the Charge Point housing is closed. If you do not follow the correct procedure for disconnecting your vehicle from the Charge Point, causing the Charge Point to not be registered as available, you will be liable to pay an additional charge as set out in the Standard Charges. You agree that you are responsible for any damage caused to a Charge Point or to any other property or for any injury to any person which is caused by your breach (or the breach by any person with you or using a Card with your authority (Passenger)) of the Agreement or by your or your Passenger's misuse, lack of care or negligence or failure to comply with any instructions or guidance in relation to a Charge Point. You must notify the Charge Point Provider immediately of any injury to any person or to any damage and follow any directions they may give you. You consent to us sharing the following elements of your personal data (name of your company, registered address, company number, fleet officer, and company phone number) with the Charge Point Provider (and any TFC partner whose services you sign up to use in conjunction with your Card) where necessary in connection with damage or injury for which you are responsible. In such circumstances, we and the relevant Charge Point Provider will be independent data controllers. If you and your Passengers do not comply with the Agreement then, in addition to our rights to take action against you, we may end your right to access and use the Charge Points with your Card. You acknowledge that neither we nor the Charge Point Providers: (a) guarantee the availability of all Charge Points; and (b) are responsible to you if a Charge Point is unavailable at any particular time as a result of an occurrence outside of our control (such as a third party parking in a bay in breach of the rules and regulations). Neither we nor the Charge Point Providers will be liable to you or to any Passenger, for any loss of, or damage to personal property whether during or after using a Charge Point, unless such loss or damage is caused by our negligence or if we have failed to use reasonable care and skill. Nothing in these terms and conditions shall limit or exclude our liability to you (or the liability of the Charge Point Providers) for death or personal injury caused by negligence or for fraud or for any other liability which cannot be excluded or limited by law.

21. ANTI-MONEY LAUNDERING CHECKS

To ensure compliance with the Money Laundering Regulations 2007 (or any amendments or enactments thereof), We may require, at our absolute discretion, verification of Your identity and that of any of your directors, officers, employees, agents, representatives, owners or controllers. You agree to provide or procure the provision to Us of such information and other evidence as We may require to satisfy such verification of identity requirements. Cards will not be issued to You unless and until such verification requirements have been satisfied and we are entitled, in our absolute discretion, to determine whether such requirements have been satisfied. We will not be liable to any person for any loss or damage suffered or incurred (or alleged), directly or indirectly, as a result of the exercise of such discretion. Any failure by a Customer to provide the necessary evidence of identity within a reasonable time may result in delays in the issue of Cards. If, within a reasonable time following a request for verification of identity, TFCF has not received evidence satisfactory to it as aforesaid, it may, in its absolute discretion, treat the relevant application as invalid.

22. LAW AND JURISDICTION

The Agreement is only governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.

23. COMPLAINTS

If you have a complaint or problem with a Supplier or any Goods and Services charged to your account, you must still pay all transactions on your account. If you have any complaint about your account or a Card please go to our Website for details of our complaints procedures. We take all complaints seriously. If you wish to register a complaint then please contact us as set out below in the "Contact Details" section. We will acknowledge your complaint in writing and tell you how we will handle it.

24. CONTACT DETAILS

You can contact us in the following ways.

By post:

The Fuelcard Company Limited 3 St James Business Park Grimbald Crag Court, Knaresborough, North Yorkshire HG5 8QB.

By phone:

0845 456 1400 (9.00am to 5.15pm, Monday to Friday not including bank holidays).

By email:

customerservice@fuelcards.co.uk

We may monitor and record phone calls. We do this so we can check what was said and also to help train our staff.

Cards are managed by The Fuelcard Company Limited 3 St James Business Park Grimbald Crag Court, Knaresborough, North Yorkshire HG5 8QB.

Registered number 05939102 England.

V16 01 02 22

February 2022

These are the Standard Charges when you contract directly with The Fuelcard Company UK Limited. TFC may charge up to the amounts detailed below to your TFC account.

Charge Type	Amount	Description	Frequency	How Charged
ADMINISTRATION CHARGES				
Copy receipt fee	£20.00	If a customer requires a copy receipt from a site, the charge will apply for each card receipt requested.	On request	Per copy receipt
Diesel Advance account closure fee	£25.00	In the event that a customer cancels their Diesel Advance account, a charge will be applied at account closure.	Per event	Per event
Paper invoice fee	£9.99	All invoices can be issued via email free of charge. If a customer requires a hard copy by post, the charge will be applied to their account.	Per invoice	Per invoice
Replacement card fee	£24.99	This charge is made for cards replaced due to existing cards, already issued to customers, with change of embossing or being reported lost, stolen or damaged.	Per request	Per card
Site clearance fee	£10.00	In the event that fuel has to be manually cleared at point of sale due to cardholder error, or the card not being present, a charge will be made to cover the associated administrations costs that will be borne by TFC.	Per event	Per event
Transaction query	£25.00	A charge will be applied in the event that an investigated transaction is found to be valid.	Per request	Per query

Charge Type	Amount	Description	Frequency	How Charged
OTHER FEES				
Exceed credit line fee	£35.00	All customers are advised of a credit limit when their account is opened, and at any time on request. If a customer draws fuel such that this credit limit is breached, the transaction may be declined. Where the transaction is approved and the customer makes use of our Emergency Credit Facility, a fee of £35 will be applied for each calendar month where this occurs.	Per instance, per month	Per account
Returned direct debit admin fee	£95.00	All customers must have and maintain a valid bank account with sufficient funds on deposit to cover invoices due. Should a claim be made by Direct Debit to satisfy a due invoice, which is subsequently not paid by your bank, a charge will be made to cover the associated administrative costs borne by TFC.	Per event	Per event
Underused account fee	£9.99	A customer must undertake to draw at least 350 litres of fuel each month on their card to ensure the account can continue without any additional charges. Where an account is used to draw less than 350 litres in any calendar month, an underused account fee will be applied to cover TFC administration expenses.	Per month	Per account
Non-usage admin fee	£49.99	Where an account is not used for 3 consecutive months, a non-usage administration fee will be applied to cover TFC administration expenses.	Per calendar month	Per account

The Fuelcard Company (TFC) Standard Charges

February 2022



These are the Standard Charges when you contract directly with The Fuelcard Company UK Limited. TFC may charge up to the amounts detailed below to your TFC account.

Charge Type	Amount	Description	Frequency	How Charged
SERVICE CHARGES				
Card fee - Electric	£5.50	Monthly fee for plastic cards to customers - inactive cards (cards not used in the 90 days prior to re-issue) will be charged at 150% of the standard charge.	Per month	Per card issued
Card fee - Standard	£24.99	Annual fee for plastic cards to customers - inactive cards (cards not used in the 90 days prior to re-issue) will be charged at 150% of the standard charge.	Per annum	Per card issued
EcoPoint	Up to £3.99	Members of the EcoPoint scheme.	Per month	Per card issued
Extended payment terms fee	Up to 3.29%	Customers may select to receive monthly invoicing as opposed to standard weekly invoicing. TFC reserve the right to apply a percentage fee of the total invoice value to customers who benefit from extended payment terms.	Per invoice	Per invoice
Overstay charge (electric vehicle charging only)	As published at applicable electric charge point locations	Applies to Allstar One Electric cards only where an overstay fee may be applied at certain charge points. These would typically be charge points associated with parking bays where the parking timeframe had elapsed.	Per transaction	Per card
Sundry items fee	Up to 50%	A surcharge of up to 50% of the purchase price will be applied to any non-fuel purchases made using your fuel card.	Per purchase	Per purchase
Zero liability protection fee	Up to £3.99	Customers remain liable for all drawings on their cards. When a card is lost or stolen, customers must advise TFC immediately, but will remain liable for all drawings for a period of 72 hours. Where Zero Liability Protection is selected, all liability will cease from the moment the card is reported lost or stolen, anytime via e-Flex, or by telephone 0845 456 1400 during office hours.	Per month	Per card

All fees and charges are subject to VAT unless exempt. These Standard Charges are incorporated into your existing contract as a variation of terms.
V3 01.02.2022

The Fuelcard Company UK Limited
 Tel: 0845 456 1400 Fax: 0845 456 1700 Email: customerservice@fuelcards.co.uk

www.fuelcards.co.uk

Registered in England No. 5939102, Registered Office: St James Business Park, Grimbald Crag Court, Knaresborough HG5 8QB.

The Fuelcard Company UK Limited

Diesel Advance Terms & Conditions

This Schedule shall apply only to a Customer who has opened a Diesel Advance Prepay Card Account, with The Fuelcard Company UK Limited (TFCC) to whom all the other provisions of this Agreement shall also apply.

1. Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following terms shall have the following meanings:-

"Application Form" means the application form completed by the Customer relating to the provision of Cards by TFCC;

"Authorised User" means any person provided with a Card by the Customer or otherwise authorised by the Customer to obtain Goods at any of the Sites;

"Business Day" means any day other than a Saturday, Sunday or public holiday in England;

"Card" means a plastic card or other similar device which allows a person to obtain Goods at any of the Sites;

"Compromised Card" has the meaning given in paragraph 13.1 of these Terms and Conditions;

"Customer" means a person or company whose application for Cards is accepted by TFCC and in whose name the Card account is held;

"e-flex" means TFCC's online account management system;

"Fuel" means diesel engine road vehicle fuel;

"Goods" means Fuel, petrol, lubricants, gas, oil and other goods and services available to be acquired by Authorised Users, whether with the use of a Card or otherwise, at any of the Sites or which may become so available at any of the Sites; "Operator" means the operator of a Site;

"Other Goods" means Goods other than Fuel;

"Prepaid Card" means a Card in respect of which TFCC has opened a Prepaid Card Account;

"Prepaid Card Account" means an account with TFCC to which money transfers can be made by the Customer in accordance with this Schedule for the purpose of paying for Fuel in advance;

"Prepay Site" means any site specified as such by TFCC from time to time at which a Prepaid Card can be used to obtain Fuel;

"Shortfall" means the amount by which any transaction and associated fees and charges exceeds the amount standing to the credit of the Customer's Prepaid Card Account.

"Site" means any site specified as such by TFCC from time to time at which a Card can be used to obtain Goods;

"Terms and Conditions" means these terms and conditions, as amended from time to time by TFCC; and

"TFCC" means The Fuelcard Company UK Limited (Co. No. 05939102) whose registered office is at Unit 3, St James Business Park, Grimbold Crag Court, Knaresborough, North Yorkshire HG5 8QB; and

"Website" means TFCC's website, www.fuelcards.co.uk, or at such other URL as may be in operation from time to time.

1.2 Where the Customer consists of two or more persons acting in partnership, such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of all such persons.

1.3 Nothing in these Terms and Conditions shall be deemed to create a partnership or any relationship of agent and principal between TFCC and the Customer or any Authorised User.

1.4 Reference to any statute or statutory provision includes a reference to:

1.4.1 that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and

1.4.2 all statutory instruments or orders made pursuant to it.

1.5 Words denoting the singular only shall include the plural and vice versa. Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.

1.6 Unless the context otherwise requires, reference to any paragraph or sub-paragraph is to a paragraph or sub-paragraph (as the case may be) of these Terms and Conditions.

1.7 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of these Terms and Conditions.

1.8 Terms used in this Schedule which are defined elsewhere in this Agreement, shall have the meanings attributed to them by this Agreement.

1.9 Payments made by credit card will incur an additional fee of 1.75% plus VAT of the total payment value. Details of current fees and charges are available on the

payment top up website.

2. Acceptance of Terms and Conditions

2.1 The Application Form and these Terms and Conditions, and (where applicable) the e-flex terms and conditions of use, shall govern the Agreement between the parties to the exclusion of any other terms and conditions. These Terms and Conditions shall apply to all contracts for the provision of Goods arising under the Agreement whether by the use of a Card or otherwise.

2.2 Without prejudice to paragraph 2.1:-

2.2.1 use of a Card by the Customer or any Authorised User constitutes acceptance of these Terms and Conditions;

2.2.2 any quotation, offers and/or tenders are made and all orders for Cards are accepted by TFCC subject to these Terms and Conditions; and

2.2.3 advertisements, fliers, notices and sales brochures howsoever supplied are intended for general guidance and information purposes only and shall not form part of the Agreement.

2.3 TFCC reserves the right to amend the Terms and Conditions from time to time and shall notify the Customer accordingly. The Customer shall be subject to the Terms and Conditions that are in force at the time that a Card is used. The Customer acknowledges and agrees that notification of amendments may take place via email, post, e-flex or our website.

3. Use of Prepaid Cards

3.1 A Customer and any of its Authorised Users may use a Prepaid Card at any Prepay Site.

3.2 A Prepaid Card may be used only for the purchase of Fuel.

3.3 Where a Customer has requested Prepaid Cards for Authorised Users, the Customer authorises TFCC to issue Prepaid Cards and PINs to such Authorised Users and Customer authorises each such Authorised User to conduct transactions on behalf of Customer.

4. Prepaid Card Account

4.1 Money can be transferred to a Customer's Prepaid Card Account as follows:

4.1.1 by using a debit or credit card;

4.1.2 by direct debit in accordance with TFCC's approved mandate; or

4.1.3 by BACS transfer,

in each case from an account held in the name of the Customer.

4.2 TFCC reserves the right to refuse to accept any particular transfer of money to a Prepaid Card Account.

4.3 Money transferred will be credited to a Customer's Prepaid Card Account when received by TFCC as cleared funds.

4.4 No interest is payable on any money transferred by a Customer to its Prepaid Card Account.

4.5 An Administration Fee will apply for each transfer of funds that a Customer makes by Credit Card.

4.6 If a Customer's Prepaid Card Account is cancelled, TFCC will immediately block the Customer's Prepaid Cards.

5. Settlement

5.1 TFCC will deduct the value of any Fuel supplied to the Customer from the balance on Customer's Prepaid Card Account at the time of supply. TFCC will also deduct any applicable fees or charges as soon as they become payable by the Customer.

5.2 TFCC may refuse to supply Fuel following production of a Prepaid Card at any Prepay Site if:

5.2.1 TFCC is concerned about security of such Prepaid Card or TFCC suspects such Prepaid Card is being used in a potentially unauthorised, fraudulent or unlawful manner;

5.2.2 sufficient funds are not available to the credit of Customer's Prepaid Card Account at the time of a transaction to cover the amount of the transaction, any applicable fees and leaving any minimum balance required on such account;

5.2.3 there is an outstanding Shortfall; or the Customer is acting in breach of this Agreement

6. Authorisation

6.1 Authorisation will be requested for all transactions at the time of each transaction.

6.2 TFCC shall have no liability to the Customer or any other person as a result of any failure to supply any Fuel due to errors, mechanical or electrical or other failures or administration systems or refusals by Operators or others in processing or authorising transactions.

6.3 If TFCC refuses to authorise a transaction, TFCC will, if practicable, inform the Customer (and may do so, but shall not be obliged to, by informing the Authorised

- User presenting such Prepaid Card) the reason for such refusal immediately unless it would be unlawful for TFCC to do so. A Customer may correct any information TFCC holds and which may have caused TFCC to refuse a transaction by contacting TFCC on 0845 456 1400.
7. Account Balances
- 7.1 It is the Customer's responsibility to ensure that there are sufficient funds available on the Customer's Prepaid Card Account before any Prepaid Card is used.
- 7.2 TFCC will provide the Customer with the current credit balance on its Prepaid Card Account and a statement of recent transactions. The statement will identify:
- 7.2.1 each Prepaid Card transaction;
- 7.2.2 the amount of the Prepaid Card transaction in the currency in which the transaction was paid or debited to the Prepaid Card Account;
- 7.2.3 the amount of any charges for the transaction;
- 7.2.4 the date the transaction is authorised or posted on to the account;
- 7.2.5 An invoice will be sent out on weekly basis, however this is for information purposes only as the value of the transactions will have already been deducted from the account
- 7.3 It is the customer's responsibility to top up their account with sufficient funds to draw fuel. The Customer will be sent warning notifications by email when the balance on the customer's account drops to 25%, 15% and 0%. The balance alerts are triggered relative to the weekly volume of drawings the customer has stated on application and simply act as a buffer to ensure customers have funds in their account and are able to draw fuel.
8. Shortfalls
- 8.1 Save where any Shortfall is due to an error on the part of an Operator to whom the Prepaid Card was presented should a transaction be authorised and take place at any time and for any reason when there is a Shortfall, the Customer shall remain liable for and pay TFCC the full amount of the Shortfall together with interest, administration fees and all costs incurred by TFCC in the course of recovering any such Shortfall. Following notification of a Shortfall to the Customer, TFCC may debit the Customer the amount of the Shortfall and may set-off the amount of the Shortfall against:
- 8.1.1 any other Prepaid Card Account that the Customer has with TFCC, or
- 8.1.2 any other payment which the Customer may make to TFCC after such notification, or
- 8.1.3 any funds which the Customer may subsequently transfer to its Prepaid Card Account or to any other Prepaid Card Account opened by the Customer
- 8.2 Until TFCC is reimbursed the Shortfall amount in full, TFCC may put the Customer's Prepaid Card(s) on stop.
- 8.3 TFCC reserves the right to charge the Customer an administration fee for each transaction taking place using its Prepaid Card(s) that results in a Shortfall or increases the amount of any Shortfall together with interest on such Shortfall from the date of the transaction resulting in the Shortfall until all amounts due are paid in full in cleared funds in accordance with this Agreement.
9. Nature of Prepaid Cards
- 9.1 A Prepaid Card is not a credit card and is not connected to a Customer's bank account.
- 9.2 A credit balance on a Prepaid Card Account is held by TFCC absolutely as a prepayment by a Customer for Fuel. No such amount is held by TFCC at any time on trust for any Customer.
- 9.3 Neither a Prepaid Card nor a Prepaid Card Account is an electronic money product. They are not regulated by the Financial Services Authority and are not covered by the Financial Services Compensation Scheme.
10. Issue of Cards
- 10.1 The Customer and its Authorised Users will be allowed to use the Cards issued to such Customer for obtaining Goods from the Sites on and subject to these Terms and Conditions.
- 10.2 The Customer warrants and undertakes to ensure that all Authorised Users shall comply with these Terms and Conditions at all times.
- 10.3 Cards shall at all times remain the property of TFCC and shall be returned to TFCC on demand. TFCC may, in its absolute discretion, suspend, place on stop, cancel or withdraw the use of any Card.
- 10.4 TFCC shall, subject to the Customer observing and performing all its obligations under these Terms and Conditions, make available to the Customer such number of Cards as the Customer shall reasonably require to enable its Authorised Users to acquire Goods from the Sites. TFCC may charge non-refundable fees to the Customer for the issue of the Card(s) on establishing the Customer's account, for replacement Cards, additional Cards, on renewal of a Card or on the anniversary of a Card being produced. TFCC reserves the right to demand that such charges are payable in advance at the prevailing rates which may be subject to increase from time to time (details of current rates are available on the Website).
- 10.5 The Customer shall be solely responsible for the safe keeping and security of any Cards issued to it and for their correct use at all times and agrees that it will prevent them from being lost, stolen or used by any person other than its Authorised Users in accordance with these Terms and Conditions. The Customer shall, without prejudice to the generality of the foregoing:-
- 10.5.1 keep the Cards safe, undamaged and undefaced and shall not interfere with any magnetic strip, chip or other electronic device in or on the Card;
- 10.5.2 sign or write the vehicle registration on the back of each Card immediately upon receipt; and
- 10.5.3 not allow anyone other than an Authorised User to use the Card.
- 10.6 A Card shall not be used after its expiry date or, if earlier, after the date on which any replacement card which has been issued by TFCC and is expressed to commence and shall, by no later than the day after such expiry date, be destroyed by the Customer or, if requested by TFCC, returned to TFCC cut in half.
11. Use of Cards at Sites
- 11.1 TFCC reserves the right, in its absolute discretion, without giving notice to the Customer to add Sites and also to exclude any one or more of the Sites. Inclusion of a Site in any directory or list published by TFCC at any time is not a warranty or representation that such Site exists or is or will remain a Site at any time. It shall be the Customer's responsibility to ensure that any place at which a Card is presented is a Site before any Fuel is drawn or Other Goods acquired.
- 11.2 All Goods provided under these Terms and Conditions upon the acceptance of a valid Card are supplied by the Operator on behalf of TFCC.
- 11.3 The Customer shall ensure that any Authorised User shall produce a valid Card to the Operator and shall comply with any procedural requirement or request of the Operator. Without prejudice to the foregoing, the Customer agrees to provide the Card to the Operator and to allow the Card to be checked (including verification of the signature or the vehicle registration number on the Card) by TFCC or any person authorised by it, including the Operator and its employees, agents or other representative, provided that TFCC shall not be liable for any liability, loss or damage whatsoever or howsoever arising sustained by the Customer in the event that a Card is not so checked by TFCC or any other person in accordance with this paragraph.
- 11.4 The Customer shall ensure the Card has enough balance on the Prepaid Card Account to cover the cost of the drawing. TFCC shall not be liable for any liability, loss or damage whatsoever or howsoever arising sustained by the Customer in the event of a Card not being authorised as payment for the Goods or Other Goods.
- 11.5 The Customer shall ensure that any person using a Card shall not tamper with or try to alter or interfere with any Site fuel monitoring device or any other equipment at any Site. In the event of there appearing to be a defect or fault in the Site fuel monitoring device or any other equipment at any Site the Customer shall forthwith report the same to TFCC and the Operator.
- 11.6 The Customer shall ensure the Card is used for Fuel only. In the unlikely event of any other Goods, not including Fuel, or Other Goods are drawn on the Card, the Customer is liable and agrees to cover the cost of these Goods, including any surcharges. Details of current surcharges are available on the Website.
- 11.7 For the purpose of these Terms and Conditions, risk in Fuel passes to the Customer when the Fuel passes the outlet nozzle of the Site's delivery pump and the risk in the Other Goods passes to the Customer when the Customer takes delivery thereof.
12. Use of PINs
- 12.1 In the event that any Card is issued with a personal identification number (PIN) or a PIN is required by an Operator or at any Site, including unattended automated facilities, the provisions of this paragraph 12 and paragraph 13 shall apply.
- 12.2 Security of the PIN is paramount and the Customer agrees that it will (and will procure that every Authorised User will):-
- 12.2.1 not write (or otherwise record) the PIN on the Card or any other item normally kept with or near the Card;
- 12.2.2 not write (or otherwise record) the PIN in a way that can be easily understood by someone else;
- 12.2.3 not disclose the PIN to any other person, including any representative of TFCC;
- 12.2.4 destroy any PIN advice immediately after receipt; and
- 12.2.5 comply with all reasonable instructions issued by TFCC regarding PIN security.
- 12.3 The Customer shall ensure that any person using a Card shall comply with any procedural requirement or request of the Operator regarding PINs.
- 12.4 The Customer may request TFCC to provide a replacement PIN for a Card. TFCC shall be entitled to charge a fee per PIN for this service. Current fees are available on the Website.
13. Lost/stolen/compromised Cards
- 13.1 If any Card is issued by TFCC and not received by the Customer or is lost or stolen or if the Customer is aware or suspects that any person other than an Authorised User knows the PIN of any Card or a Card is for any reason liable to be misused (together a "Compromised Card"), the Customer shall immediately notify TFCC either:
- 13.1.1 by telephone on 0845 456 1400 (or such other telephone number as TFCC may notify from time to time) AND in writing in accordance with paragraph 19 of these Terms and Conditions (notification will be deemed to be given in writing at the time specified in paragraph 19) as soon as practicable and in any event within 3 days; or
- 13.1.2 via e-flex,

- and for such notification to be effective for the purposes of this paragraph 13.1, such notification must include details of the Authorised User's name and Card number together with all relevant information in the Customer's knowledge or possession as to the circumstances or events leading to the notification.
- 13.2 Following receipt of notification of a Compromised Card, TFCC shall place the Card(s) in question on stop and may in its discretion:
- 13.2.1 terminate the Agreement; and/or
- 13.2.2 provide a replacement Card to the Customer.
- 13.3 Although TFCC will endeavour to prevent the use of a Compromised Card from the time of notification, it cannot guarantee that such use can be prevented in all circumstances. Accordingly, subject to paragraph 13.4, the Customer will remain liable for the use of any Compromised Card until:
- 13.3.1 in the case of automated Sites capable of accepting stop list updates via electronic data transfer, 1 Business Day after notification in accordance with paragraph 13.113.1; and
- 13.3.2 in the case of manual Sites, 3 Business Days after notification in accordance with paragraph 13.1.
- 13.4 Notwithstanding any other provision of these Terms and Conditions, the Customer shall remain liable for use of a Card where it is established to TFCC's reasonable belief that:
- 13.4.1 the Customer or an Authorised User gave the relevant Card to an unauthorised person; or
- 13.4.2 the circumstances resulting in the Card becoming lost, stolen, misused or compromised were due to the fraudulence, negligence or wilful default of either the Customer or an Authorised User; or
- 13.4.3 the Customer was in breach in any provision of these Terms and Conditions.
- 13.5 Any new Card issued to replace a Compromised Card will be allocated a new number. TFCC shall be entitled to charge a fee for issuing any replacement Cards. Current fees are available on the Website.
- 13.6 The Customer agrees that it will provide TFCC with any help which TFCC considers necessary or desirable to recover any Compromised Card or to find out who might have used the Card or the PIN. In all cases, including but not limited to when fraudulent usage has occurred, the Customer may be required to report the matter to the police, obtain a police crime reference and co-operate with the police and/or TFCC in efforts to recover the Card and/or in any associated civil and/or criminal proceedings.
- 13.7 The Customer agrees that TFCC may give the police or any prosecuting authority and/or TFCC's solicitors any information requested if TFCC believes it will assist in locating, apprehending or prosecuting any person in connection with the misuse or abuse of any Card, or that it will avoid or mitigate loss or help recover any Card and/or any Goods obtained or the proceeds thereof.
- 13.8 If the Customer finds or remains in possession of a Compromised Card which has been reported under paragraph 13.1, the Customer undertakes not to use it and to cut it in half and return it immediately to TFCC by registered post. If the Customer uses such Card, TFCC shall be entitled, in its absolute discretion, to decline any attempted transaction or to debit the Customer's account.
14. Cancellation of Cards
- 14.1 The Customer shall forthwith notify TFCC if at any time the Customer wishes to suspend, cancel or otherwise prohibit the use of any Card. Such notification must be given in accordance with paragraph 13.1.
- 14.2 The Customer acknowledges that cancellation of a Card by TFCC following a request from the Customer will prevent renewal of the Card, but may not prevent the Card from being used.
- 14.3 The Customer undertakes to cut in half and return immediately any cancelled Card to TFCC. If the Customer requests TFCC to deactivate or cancel a Card for any reason other than loss or theft, the Customer will remain responsible for transactions on the Card until such time as the Card is cut in half and has been received by TFCC (by registered post). Failure to destroy a Card will prevent its cancellation and the Card in question will remain on stop until the expiry date thereof has been reached. Where any Card is suspended, cancelled or its use is otherwise prohibited this may be confirmed in writing by TFCC to the Customer.
- 14.4 The Customer shall indemnify and keep indemnified TFCC against all damages, costs, expenses and liability of whatsoever nature which TFCC shall suffer by reason of the subsequent use of a Card that the Customer had confirmed as being destroyed but which has not been returned to TFCC cut in half. This indemnity shall survive termination of the Agreement, howsoever occurring.
15. Charges and Invoicing
- 15.1 The prices payable for Fuel and/or Other Goods may be notified by TFCC to the Customer from time to time. TFCC reserves the right in its absolute discretion to increase the price payable for Fuel and/or Other Goods from time to time without notice to the Customer due to variation in the market or economy or for any other reason howsoever arising. TFCC may also apply handling fees and surcharges in respect of certain Sites. Details of current fees and site surcharges are available on the Website.
- 15.2 Fuel price updates are normally sent on either Friday or Monday by email or SMS message. The Customer may request fuel price updates by fax and TFCC shall be entitled to charge a fee for each fax transmission sent. Details of current fees are available on the Website.
- 15.3 The Customer agrees to pay the prices for the Goods from time to time applicable and acknowledges that due to fluctuations in market prices, it is impractical for TFCC to notify each Customer of such price changes. Use of the Card by the Customer constitutes acceptance of any variations in price.
- 15.4 If requested by the Customer, TFCC will endeavour to supply the Customer on a regular basis details of the Customer's Fuel drawings for requested periods. TFCC will endeavour to ensure that such information is accurate and up-to-date but shall not be liable for any errors or omissions in respect thereof. TFCC reserves the right to supply such information by e-mail and it is the responsibility of the Customer to advise TFCC in the event of non receipt. TFCC shall be entitled to charge a fee for providing such information. Details of current fees are available on the Website.
- 15.5 In addition the Customer shall be entitled to administer its Card account(s) with TFCC via e-fuel and in so doing shall, at all times, be subject to the terms of use of e-fuel, as the same may be amended from time to time.
- 15.6 All prices, fees and charges or similar referred to in these Terms and Conditions are to be taken as exclusive of Value Added Tax which, where applicable, shall be added to the relevant charge at the prevailing rate.
- 15.7 Any dispute relating to the provisions of Goods should be notified in writing via post or email to TFCC within 30 days from the date of delivery of the statement or Invoice (whichever is the earlier) which relates to the disputed delivery, drawing, price or other matter. Thereafter such statements or Invoices as appropriate shall be deemed final and conclusive evidence as to the accuracy of the information stated therein.
16. Liability
- 16.1 Nothing in these Terms and Conditions shall limit or exclude the liability of either party for death or personal injury resulting from negligence or fraud or fraudulent misrepresentation.
- 16.2 Without prejudice to paragraph 16.1, TFCC shall not be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information, special, indirect or consequential damage that arises under or in connection with the Agreement.
- 16.3 Without prejudice to paragraphs 16.1 and 16.2, TFCC's total liability arising under or in connection with the Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to 110 per cent of the net profit of TFCC as derived from the Customer pursuant to the Agreement in the twelve months prior to a damage occurring.
- 16.4 Any typographical, clerical or other accidental error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by TFCC shall be subject to correction without any liability on the part of TFCC.
- 16.5 In so far as such liability is permitted to be excluded by statute, TFCC will not be responsible for the quality or fitness for purpose of the Goods supplied under these Terms and Conditions at any Site and all terms and conditions and warranties (whether implied or express) made by TFCC, its agents, servants, officers or employees relating quality, fitness for purpose or conformity to description of the Goods are excluded to the fullest extent permitted by law.
- 16.6 Without prejudice to paragraph 16.5, TFCC shall not be liable for loss or damage howsoever arising suffered by the Customer and/or any Authorised User in connection with the Goods or caused by the Goods, including where any fuel acquired from a Site is contaminated or in the event that the Customer or an Authorised User has added any additives to such fuel.
- 16.7 TFCC shall be entitled to limit the amount of Fuel and/or Other Goods provided under these Terms and Conditions at its absolute discretion and TFCC shall not be liable for any loss or damage sustained by the Customer where the amount of Fuel and/or Other Goods supplied is so limited and TFCC shall not be liable for any loss, damage or inconvenience caused by any refusal to accept or honour any Card or otherwise provide any Goods at any Site.
- 16.8 TFCC shall not be liable for any loss or damage sustained by the Customer at any Site or in the event of a Site being closed or otherwise not operational whether on a temporary or permanent basis and TFCC does not guarantee that any of the Sites will be open and available for use by the Customer at any particular time nor shall TFCC be liable in any way if the Operator refuses to supply Goods for any reason whatsoever.
- 16.9 TFCC shall not be liable for any failure of the Site fuel monitoring device to accept any Card nor shall TFCC be responsible for any consequential loss or damage sustained by the Customer arising from the failure of any Site fuel monitoring device or other equipment or of the Customer to use the Site fuel monitoring device or other equipment properly.
- 16.10 The Customer agrees to indemnify TFCC against all losses, damages, actions, claims, expenses and costs including but not limited to financial loss whatsoever and howsoever arising directly or indirectly:

- 16.10.1 out of or in connection with any breach by the Customer of its obligations contained herein; or
- 16.10.2 by reason of any negligence, fraudulent, dishonest or criminal conduct relating to the use of any Card by the Customer, its Authorised Users and/or the Customer's officers, employees, agents, representatives and/or sub-contractors.
- 16.11 The provisions of this paragraph 16 shall survive termination of this Agreement, howsoever occurring.
17. Termination
- 17.1 The Agreement may be terminated by TFCC at any time by giving not less than 30 days written notice to the Customer.
- 17.2 TFCC shall be entitled to treat the Agreement as terminated forthwith and without notice in the event that:-
- 17.2.1 the Customer is in material breach of any of these Terms and Conditions;
- 17.2.2 the Customer becomes insolvent or subject to (as applicable) any winding up (voluntary or compulsory) petition, order, or resolution or any bankruptcy petition or order or related proceedings, or has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or
- 17.2.3 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets; or
- 17.2.4 it appears in the opinion of TFCC that any event specified in paragraphs 17.2.1 to 17.2.3 or any event analogous to those set out in paragraphs 17.2.1 to 17.2.3 may, or is likely to, occur.
18. Effect of Termination
- 18.1 In the event of termination howsoever occurring:
- 18.1.1 The account will be placed on immediate stop therefore preventing any further use of the cards
- 18.1.2 The Customer shall forthwith cut in half all Cards supplied to it and promptly return them to TFCC by registered post;
- 18.1.3 Any remaining balance on the account shall be retained by TFCC for a period of no less than 7 business days to ensure all charges and Good purchases have been debited from the account balance
- 18.1.4 TFCC reserves the right to debit account closure fees at time of cancellation – current fees are available on the Website
- 18.1.5 the right of the Customer and/or any Authorised Users to use the Card shall terminate with immediate effect (without prejudice to the Customer's liability for the use of the Card after termination or to the rights or remedies of TFCC already accrued at the date of termination).
- 18.2 Notwithstanding any other provisions of these Terms and Conditions, the Customer will remain liable in respect of any transactions made with any Card issued to it after its cancellation but prior to its return to TFCC in accordance with paragraph 18.1.1.
19. Notices
- 19.1 Any notice required to be given hereunder shall be in writing and delivered personally, by first class prepaid post or sent by facsimile or e-mail to the registered office or email address of the other party or to such other address, fax number or email address (as appropriate) as is notified for such purposes by the parties in writing.
- 19.2 Any notice shall be deemed to have been duly received:
- 19.2.1 if delivered personally, at the time of delivery;
- 19.2.2 in the case of pre-paid first class post, 48 hours from the date of posting if from and to an address in the United Kingdom;
- 19.2.3 if sent by facsimile, at the time of transmission (but only if a successful transmission report is generated by the sender's fax machine); and
- 19.2.4 if sent by e-mail, at the time the e-mail enters the IT system of the intended recipient provided that no error message indicating failure to deliver has been received by the sender,
- provided that, if deemed receipt under this paragraph is not within business hours (meaning 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt.
20. Data Protection
- 20.1 The Customer agrees that TFCC may:
- 20.1.1 hold and process, by computer or otherwise, any information obtained about the Customer or and director, officer, employee or contractor of the Customer or any person connected with any such persons ("Relevant Persons") as a consequence of the Customer's application for a Card or otherwise in connection with this Agreement ("Relevant Personal Data") and any information obtained about any Authorised User as a consequence of the Customer's application for a Card or otherwise in connection with this Agreement ("Authorised User Personal Data");
- 20.1.2 include Customer Personal Data and Authorised User Personal Data in TFCC's systems which may be situated outside of the European Economic Area and which may be accessed by other TFCC group companies or third party sub-contractors or agents to provide information, Goods or for credit assessment and statistical analysis or, in relation to Customer Personal Data only, to inform the Customer of similar services which TFCC provides unless the Customer requests otherwise.
- 20.2 TFCC will hold Customer Personal Data and Authorised User Personal Data in accordance with relevant data protection laws and will disclose such data outside the TFCC group of companies and such third parties as are referred to in paragraph 20.1.2 only:
- 20.2.1 for fraud prevention purposes;
- 20.2.2 to licensed credit reference agencies;
- 20.2.3 in order to comply with the terms of any agreement between any supplier of goods and/or services to TFCC;
- 20.2.4 to sub-contractors or agents of TFCC for the purpose of performing this Agreement;
- 20.2.5 to any person who may assume TFCC's rights under the Agreement; and
- 20.2.6 if TFCC has a right or duty or is permitted or compelled to disclose the same by law.
- 20.3 The Customer will inform all Authorised Users and Relevant Persons that their personal data may be held, processed or used in the ways provided for in clauses 20.1 and 20.2.
21. Money Laundering Checks
- 21.1 To ensure compliance with the Money Laundering Regulations 2007 (or any amendments or re-enactments thereof), TFCC may require, at its absolute discretion, verification of the identity of the Customer and any director, officer, employee, agent, representative, owner or controller of the Customer. The Customer agrees to provide or procure the provision to TFCC of such information and other evidence as TFCC may require to satisfy such verification of identity requirements.
- 21.2 Cards will not be issued to a Customer unless and until such verification requirements have been satisfied and TFCC is entitled, in its absolute discretion, to determine whether such requirements have been satisfied. TFCC will not be liable to any person for any loss or damage suffered or incurred (or alleged), directly or indirectly, as a result of the exercise of such discretion.
- 21.3 Any failure by a Customer to provide the necessary evidence of identity within a reasonable time may result in delays in the issue of Cards. If, within a reasonable time following a request for verification of identity, TFCC has not received evidence satisfactory to it as aforesaid, it may, in its absolute discretion, treat the relevant application as invalid.
22. Force majeure
- 22.1 Neither party shall be under liability whatsoever to the other for failure or delay in the performance of any of its obligations hereunder if and for so long as such performance becomes impracticable by reason of force majeure, except that the Customer will still be liable to pay any sums which have become payable by the Customer under these Terms and Conditions before the incident of force majeure.
- 22.2 Force majeure shall include, without limitation, act of God, flood, fire, tempest, war, civil commotion, riot, shortage of materials, enactment of legislation or regulation by Government or municipal authorities, industrial disputes or any other cause (whether or not of the same nature as the foregoing) which is beyond the reasonable control of the party affected.
- 22.3 The party which is prevented from performing its obligations hereunder by force majeure shall advise the other party as soon as practicable of its inability to meet its obligations specifying the cause of the force majeure and shall advise the other party when such difficulty ceases.
23. Miscellaneous
- 23.1 Any waiver by TFCC of any breach of any of these Terms and Conditions shall not be construed as a waiver of any earlier or later default of a like nature.
- 23.2 In the event of the invalidity or unenforceability of any part or provision of these Terms and Conditions, such invalidity or unenforceability shall be deemed omitted or, as the case may be, reduced in size or duration to the extent necessary to render such provision or part enforceable but it shall not affect the validity or enforceability of any other part or provision which shall remain in full force and effect.
- 23.3 TFCC shall be entitled to assign or transfer all or any of its rights, interests or obligations hereunder.
- 23.4 The Agreement is personal to the Customer and the Customer shall not be entitled to assign or transfer all or any of its rights, interests or obligations hereunder.
- 23.5 For the purposes of the Contract (Rights of Third Parties) Act 1999, the Agreement is not made for the benefit of, nor shall any of its provisions be enforceable by any person (including any Authorised User) other than the Customer and TFCC, and their respective successors and permitted assignees.
- 23.6 These Terms and Conditions shall be governed by and construed in accordance with English Law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual claims).