

**CAMBRIAN FUEL CARD SERVICE LIMITED
TERMS AND CONDITIONS OF USE**

THE ACCOUNT HOLDER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISION OF CONDITION 10.4.

1. Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

Account Holder: the person, firm or company whose account is held and maintained with the Company and who is invoiced for the Products.

Application Form: the application form to which these conditions are attached and incorporated.

Business Day: any day which is not a Saturday, Sunday or a bank or public holiday in England and Wales.

Card: any card issued to the Account Holder by the Company for the purpose of purchasing the Products.

Card Holder: any person authorised to use a Card under these conditions by the Account Holder.

Company: CAMBRIAN FUEL CARD SERVICES LIMITED

Contract: any contract between the Company and the Account Holder for the sale and purchase of the Products, incorporating these conditions.

Month: a period beginning on any date in a calendar month and ending on the date which immediately precedes that date in the following calendar month and "Monthly" has a corresponding meaning.

PIN: a personal identification number issued by the Company for use (where appropriate) with a Card.

Products: diesel, lubricants, petrol (where appropriate) and shop goods to be supplied to the Card Holder by the Company.

Service Establishments: any service station or supplier of Products as nominated from time to time by the Company.

Writing: and any similar expression includes facsimile transmission and comparable means of communication, but not electronic mail.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2. Application of terms

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Account Holder purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Account Holder's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Products shall have no effect unless expressly agreed in Writing and signed by the Managing Director of the Company. The Account Holder acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 The completion of an Application Form by the Account Holder shall be deemed to be an offer by the Account Holder to buy the Products subject to these conditions.

2.5 No Application Form submitted to the Company by the Account Holder shall be deemed to be accepted by the Company until a written acknowledgement of acceptance is issued by the Company. Any Application Form submitted by an Account Holder to the Company shall be accepted at the absolute sole discretion of the Company.

3. Supply of Products

3.1 Subject to the other provisions of these conditions, upon the presentation of a Card the Card Holder will be entitled to purchase the Products from a Service Establishment.

3.2 The Card Holder will present the Card at the Service Establishment prior to attempting to obtain the Products.

3.3 Whilst the Company will endeavour to supply the Products, no warranty is given that any or all of the Products are available at any Service Establishment.

3.4 The Account Holder and any Card Holders acknowledge that the possession of a Card is purely for convenience and does not confer any right on the Card Holder to receive Products.

3.5 A Card Holder shall provide proof of identity at a Service Establishment and shall comply with any particular instructions indicated at a Service Establishment. A Card Holder shall sign any acknowledgment or receipt as required by a Service Establishment.

4. PRICE

4.1 The Company reserves the right to charge a fee to the Account Holder for the issue, replacement or renewal of any Card. Details of such fees are available from the Company upon request.

4.2 If a Card is not used for a Month then a charge of 50 (fifty) pence will be charged to the Account Holder.

4.3 The Company will invoice the Account Holder for all Products supplied in accordance with a Card at the price quoted by the Company. Details of the Price of the Products are available from the Company upon request.

4.4 The price for the Products shall be exclusive of any value added tax or other taxes, duties, levies, charges, surcharges, assessment or impositions where applicable, all of which amounts the Account Holder shall pay in addition when it is due to pay for the Products.

5. PAYMENT

5.1 The Company will send the Account Holder an invoice for the Products drawn by Card Holders on a weekly or fortnightly basis.

5.2 Subject to condition 5.6 below, payment will be made according to the following conditions;

5.2.1 Products purchased with a Card within the first two weeks of a Month are payable on the last day of a Month; and

5.2.2 Products purchased with a Card during the remainder of a Month are payable on the 15th day of the following Month.

5.2.3 If a payment date specified under conditions 5.2.1 or 5.2.2 above is not on a Business Day then the direct debit payment shall be made on the Business Day immediately foregoing the payment date as specified in conditions 5.2.1 or 5.2.2 above.

5.3 Time for payment shall be of the essence.

5.4 In order to comply with the direct debit requirement the Account Holder shall at all times;

5.4.1 maintain a bank account capable of accepting direct debits;

5.5 No payment shall be deemed to have been received until the Company has received cleared funds.
5.6 A credit limit shall be applied to the Account Holder's account. The Account Holder will not exceed its credit limit. If this clause 5.6 is breached immediate payment in full will be taken by direct debit if an Account Holder exceeds its agreed credit limit.

5.7 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

5.8 The Account Holder shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Account Holder has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Account Holder.

5.9 If the Account Holder fails to pay the Company any sum due pursuant to the Contract, the Account Holder shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 5 % above the base lending rate from time to time of HSBC Bank plc accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

5.10 If the Account Holder fails to pay the Company any sum due pursuant to the Contract, the Company is entitled to place an instant stop on any Card issued without notice. 5 (five) Business Days are required to remove a Card from the stop list should the Company require such action.

5.11 All payments due shall be made by direct debit in accordance with the Bank Direct Debit mandate signed by the Account Holder when entering the Contract. If a direct debit is returned unpaid then the Company will charge the Account Holder an administration fee of £20 plus VAT. The Company shall be entitled to place any Card issued on stop and prevent its further use until payment is received in full.

5.12 Any query concerning an invoice raised by the Company must be received in Writing within 30 days of the date of issue. The Account Holder shall be deemed to have agreed and accepted the terms of any invoice upon the expiry of 30 days from the date of issue.

5.13 The Company shall be entitled to seek reimbursement of any costs incurred by the Company for recovering any sums due from the Account Holder.

6. Card usage and Cancellation

6.1 The Account Holder will ensure that each Card Holder uses any Card issued by the Company in accordance with these conditions.

6.2 The Cards shall at all times remain the property of the Company and must be returned upon the Company's request.

6.3 Every Card issued by the Company shall contain an expiry date. The Card Holder shall not use a Card beyond its expiry date.

6.4 Each Card Holder shall use its best endeavours to prevent the fraudulent use or theft of any Card issued by the Company (including but not limited to Cards not being left in an unattended vehicle).

6.5 The Account Holder shall be entitled to cancel any Card issued under the Contract by providing not less than one Month's Written notice to the Company and returning the Card cut in half.

6.6 The Company in its absolute discretion shall be entitled to cancel or refuse to replace any Card issued at any time, without notice.

6.7 The Account Holder shall remain liable for any transactions made with a Card during a Contract and after its cancellation.

7. Termination

7.1 The Account Holder shall be entitled to terminate the Contract at any time by giving not less than one Month's Written notice to the Company.

7.2 The Company shall be entitled to terminate the Contract forthwith at any time upon advising the Account Holder of the same.

7.3 Upon the termination of the Contract for any reason every Card issued under the Contract must be immediately returned to the Company cut in half.

7.4 Either party may (without limiting any other remedy) at any time terminate the Contract by giving Written notice to the other if the other commits any breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by Written notice to do so, or if the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986).

8. Card Security

8.1 The Account Holder is responsible for the safekeeping of any Cards issued under the Contract and for their correct use by Card Holders in accordance with these conditions.

8.2 If a Card is lost, stolen, mislaid, mutilated, wilfully damaged, fraudulently reproduced or not received when due or a Card Holder suspects someone is aware of its PIN the Card Holder must immediately notify the Company in accordance with condition 8.4 below. Any such notice must be confirmed in Writing.

8.3 After the Company has been notified in Writing in accordance with condition 8.2 above it will in its discretion and upon the request of the Account Holder provide a replacement Card.

8.4 The Account Holder will be liable for payment for any Products acquired by use of a Card issued to it at any time during the period from the time of issue of the Card until the Contract is cancelled or use of that Card suspended.

8.4.1 The Account Holder is required to give 3 Business Days notice in Writing to cancel a Card and shall remain liable for all transactions made with a Card during this period.

8.4.2 Any notice given in accordance with clause 8.4.2 must be made in Writing before 12.00 p.m. during the course of a Business Day. Any notice given outside such hours will be deemed to have been given at the commencement of the next Business Day.

8.4.3 If any Card which has been reported missing is subsequently retrieved it shall be returned forthwith to the Company.

8.5 The Account Holder will provide the Company with a full written statement as to the circumstances surrounding any loss, theft or misuse of a Card and the Company may in its absolute discretion disclose any such information as it deems necessary.

8.6

9. PIN Numbers

9.1 The Company may allocate a PIN to a Card.

9.2 Access to the purchase of Products will be controlled by the use of the PIN.

9.3 The Account Holder shall ensure the security and proper use of the PIN.

9.4 The Account Holder shall procure that a Card Holder shall notify the Company immediately if they have reason to believe that the PIN has been disclosed, known or used by any unauthorised person.

9.5 If any Card Holder forgets a PIN the Account Holder should send a written request to the Company for a new PIN.

10. LIMITATION OF LIABILITY

10.1 The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Account Holder in respect of:
10.2 any breach of these conditions;

(b) any use made or resale by the Account Holder of any of the Products, or of any product incorporating any of the Products; and

(c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these conditions excludes or limits the liability of the Company:
(a) for death or personal injury caused by the Company's negligence; or
(b) under section 2(3), Consumer Protection Act 1987; or
(c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
(d) for fraud or fraudulent misrepresentation.

10.4 Subject to condition 10.2 and condition 10.3;

(a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

(b) the Company shall not be liable to the Account Holder for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11.1 **Assignment**

11.1 The Company may assign the Contract or any part of it to any person, firm or company.

11.2 The Account Holder shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

12. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Products ordered by the Account Holder (without liability to the Account/Card Holder) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Account Holder shall be entitled to give notice in Writing to the Company to terminate the Contract.

13. GENERAL

13.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

13.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Account Holder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

13.5 The Company reserves the right to vary the terms of the Contract at any time and such variation shall take immediate effect.

13.6 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

14. COMMUNICATION

14.1 All communications between the parties about the Contract shall be in Writing and delivered by hand or sent by pre-paid first class post or sent by fax:

14.1.1 (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Account Holder by the Company; or

14.1.2 (in the case of the communications to the Account Holder) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Account Holder set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Account Holder.

14.2 Communications shall be deemed to have been received:
14.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
14.2.2 if delivered by hand, on the day of delivery; or
14.2.3 if sent by fax on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

14.3 Communications addressed to the Company shall be marked for the attention of the Managing Director.

The Direct Debit Guarantee

- This Guarantee is offered by all banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change, you will be told of this in advance by at least 14 days as agreed.
- If an error is made by CAMBRIAN FUEL CARD SERVICES or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

