



Customer Agreement Terms and Conditions of Use



The following Terms and Conditions govern the use of Cards by Customers.

1. INTRODUCTION

1.1 Definitions

In these Terms and Conditions the following words terms or expressions will have the following meanings:

"**MF Oils**" means Marine Fuels Limited whose registered office is at 5 Willis Way, Fleets Industrial Estate, Poole, Dorset BH15 3SS;

"**Authorised Cardholder**" means a person to whom the Customer has provided a Card;

"**Card**" means all Cards issued to the Customer by MF Oils;

"**Customer**" means a body corporate, firm, partnership, or other entity and not a private individual which is for the time being a customer of MF Oils and to whom MF Oils has issued Cards in accordance with this Agreement;

"**Goods**" means any goods or services available in connection with the Card as may be available from time to time;

"**Hot list**" means the card numbers notified to a garage/site as being unauthorised for payment;

"**Normal Working Day**" means any day excluding weekends or bank holidays;

"**Outside Payment Terminal**" means an automated unattended Card payment facility located on or near the fuel pumps;

"**PIN**" means Personal Identification Number which may be issued for use with a card.

1.2 This Agreement refers to an obligation of an Authorised Cardholder, the Customer is obliged to procure compliance with that obligation by its Authorised Cardholders.

2. ACCEPTANCE OF TERMS AND CONDITIONS

Signature of and/or use of the Card by the Customer or Authorised Cardholder constitutes acceptance of these Terms and Conditions.

3. ISSUE AND USE OF CARD

3.1 Cards are MF Oils Property.

(a) The Cards remain the property of MF Oils at all times and shall be returned by the Customer immediately at MF Oils request.

(b) The Customer shall be liable for the use of any Card by any Authorised Cardholder prior to receipt by MF Oils of the returned Card cut in half in accordance with Clause 5.1(b).

3.2 Cards to Authorised Cardholders

(a) The Customer may provide a Card to such Authorised Cardholders as the Customer shall determine. The Customer will determine (subject to clause 3.4 below) whether or not the Card will bear the registration number of the vehicle to which the Card relates or whether it will bear the name of the Authorised Cardholder. Such information shall be provided to MF Oils.

(b) The provision of a Card to an Authorised Cardholder shall be deemed as giving such Authorised Cardholder authority to use the Card as a duly authorised representative of the Customer. The Customer will ensure that the Authorised Cardholder will comply with these Terms and Conditions.

(c) Cards that identify vehicles are used as a management information tool to be used correctly by the Account Holder or Authorised User. Such Cards do not provide additional security. The Account Holder shall be liable to pay MF Oils for all amounts due, under the relevant card transaction, including where the transaction is in respect of a vehicle other than that identified on the card.

(d) No Card will be valid unless the signature strip (where appropriate) on the reverse of the Card has been completed in accordance with instructions issued by MF Oils from time to time, which MF Oils will, from time to time, forward to the Customer.

(e) MF Oils shall issue new Cards to the Customer shortly prior to the expiry of the Customer's then existing Cards, provided neither party has given notice to terminate this Agreement.

(f) The cardholder will ensure that all/any cards are kept securely and will not be left in unattended vehicles or be deposited/lodged at filling stations at any time.

3.3 Use of Card

The Card may only be used:-

(a) if it is a current Card, having not expired;

(b) by a Customer and/or Authorised Cardholder to obtain Goods from a supplier thereof which accepts the Card;

(c) to obtain Goods of a specified nature depending on whether or not there is a restriction relating to such Goods on the Card;

(d) if it is not reported as lost or stolen;

(e) if the Customer has not been asked by MF Oils to return the Card;

(f) if the Customer and/or Authorised Cardholder presents or shows the Card to the relevant supplier prior to the purchase or taking delivery of Goods;

(g) inside the United Kingdom.

MF Oils may, from time to time, notify the Customer of Goods which are available from suppliers thereof which accept the Card. For the avoidance of doubt, and without limitation to clause 3.1(a), MF Oils may cancel any Card which has not been used for a period of three months.

3.4 Blank Cards

(a) MF Oils will on request issue Cards to the Customer which will not bear the registration number of any vehicle or the name of any Authorised Cardholder ("Blank Cards").

(b) Notwithstanding any other provision in these Terms and Conditions, the Customer will be liable in respect of all/any transactions made with the Blank Cards notwithstanding the fact that they may be, or may have been, reported lost or stolen.

(c) The Customer will indemnify and keep indemnified MF Oils in respect of and in relation to all costs, claims and demands arising out of or in connection with the use of Blank Cards.

3.5 Purchases through Agency

(a) The Customer acknowledges that use of a Card for the purchase of Goods constitutes a purchase of such Goods from MF Oils through the agency and the relevant supplier of such Goods.

(b) Any goods supplied other than petrol and diesel will be subject to a 10% handling fee by MF Oils

3.6 Procedural Requirements

(a) Whenever making purchases the Customer and/or Authorised Cardholder shall comply with all procedural requirements of the supplier in respect of the relevant Card transaction and shall ensure that the Card is only used for the purposes set out in Clause 3.3.

(b) If such procedures are not complied with or the Card is used for a purpose other than that set out in Clause 3.3, the Customer shall nevertheless remain liable to pay MF Oils all amounts due pursuant to the relevant Card transaction.

3.7 Customer Queries

In the event that the Customer queries any transaction, MF Oils will consider what action (if any) to take but MF Oils shall not be obliged to consider any queries from Customers which relate to a transaction detailed in an invoice dated more than 4 months prior to the date when the query was notified to MF Oils.

4. INVOICES

4.1 Despatch of Invoices

(a) MF Oils will send invoices to the Customer not less than every 14 days detailing all purchases made by way of Card transactions and processed by MF Oils to the date of the raising of the relevant invoice. No invoice will be sent if no transactions have been processed in the relevant period.

(b) MF Oils may at any time charge the Customer a fee or other charge as agreed by the Customer.

4.2 Payment of Invoices

Payment of invoices shall be due 12 days after the date of each invoice (the "Due Date"), or as otherwise agreed by MF Oils and the Customer. The Customer will settle invoices by direct debit in respect of the total amount outstanding at the Due Date.

(a) Any unpaid direct debits will be subject to a £35.00 administration fee plus VAT (or such other reasonable fee as MF Oils may from time to time specify).

4.3 Interest

(a) MF Oils reserves the right to charge interest in the event that any amounts are not paid by the Due Date (notwithstanding and without prejudice to MF Oils rights to terminate the Agreement in such circumstances) such interest shall be payable for the period from the Due Date until actual payment of the unpaid amount or if the payment is made by cheque, until the date four days after the date of receipt of the cheque by MF Oils.

(b) The rate of interest shall be 10% above the base rate of Lloyds TSB Bank Plc in force during the period for which such interest is payable, or such rate as shall, from time to time, be determined by MF Oils and notified to the Customer. Such interest shall be charged to the Customer and paid to MF Oils as MF Oils shall, from time to time, determine.

(c) The Customer shall be liable for all costs, charges and other liabilities reasonably and properly incurred by MF Oils as a result of the failure by the Customer to pay any amount by the Due Date (including reasonable administration charges).

4.4 Set off

All payments by the Customer or any credits or refunds due to the Customer will be applied first in settlement of any interest due to MF Oils and secondly in reduction of the Customer's other indebtedness to MF Oils. No claim by the Customer or any Authorised Cardholder against any supplier of Goods shall be the subject of any set-off or counter claim against MF Oils.

5. LOST, STOLEN OR CANCELLED CARDS

5.1 Cancellation of Cards

(a) The Customer will immediately on MF Oils request return a Card to MF Oils cut in half for security purposes.

(b) MF Oils will cancel any Card on the Customer's written request and receipt of the relevant Card cut in half for security purposes.

(c) MF Oils may cancel or suspend all/any Cards at any time without notice or refuse to reissue renew or replace any Card.

(d) Cancellation or suspension is without prejudice to the Customer's liability in respect of the use of Card(s) prior to receipt of the returned Card by MF Oils in accordance with Clause 5.1(b) above.

5.2 Lost or Stolen Cards

(a) If a Card is lost or stolen the Customer must immediately notify MF Oils at such address or telephone number as MF Oils may specify from time to time and also report any lost or stolen Cards to, and obtain a crime number or lost property reference number from, the police. If notification to MF Oils is given orally it must be confirmed in writing within 2 normal working days.

(b) The Customer shall be liable in respect of any transactions made with the lost or stolen Card before the time when MF Oils receives notification in accordance with clause 5.2(a) above. Provided that MF Oils has been properly notified of any loss or theft the Customer shall be liable for a further two normal working days for transactions at sites able to receive the hot list electronically and five normal working days for sites unable to receive the hot list electronically. Only then will the customer have no further liability for purchases subsequently effected with that Card except that MF Oils reserves the right to make such reasonable charge as it deems appropriate if a Customer and/or Authorised Cardholder uses or attempts to use a Card which has been notified to MF Oils as a lost or stolen Card.

(c) The Customer will give MF Oils all the information in its possession as to the circumstances of the loss and take all reasonable steps to assist MF Oils to recover the lost or stolen Card.

6. INFORMATION

6.1 Inaccurate Information

Neither MF Oils, nor any sub-contractor or agent shall be liable to the Customer in respect of any inaccurate information about or in connection with any purchases made by use of Cards when such inaccuracy is caused by incorrect information provided by a Customer and/or Authorised Cardholder or supplier.

6.2 Disclosure by MF Oils

MF Oils may at any time disclose to its agents or subcontractors any information which is provided by the Customer, or is in relation to the Customer's account, which is necessary to enable MF Oils to perform its obligations under these Terms and Conditions.

6.3 Disclosure by Customer

The Customer shall forthwith notify MF Oils of any changes in the Customer's address or bank details or any other details relating to the Agreement. MF Oils reserves the right to renew or take up bank references at any time.

6.4 Sales Vouchers

The Customer may ask MF Oils to provide copies of sales vouchers concerning purchases made by Customers and/or Authorised Cardholders. MF Oils shall be entitled to charge a fee of £10.00 plus VAT for each copy sales voucher provided (or such other reasonable fee as MF Oils may from time to time specify).

6.5 Card Fees

MF Oils may charge a fee of £15.00 per annum to the customer for each card issued (or such other reasonable fee as MF Oils may from time to time specify).

6.6 Repayment of Monies

Without prejudice to the provisions of Clause 7.1 below all monies due and owing by the Customer to MF Oils shall become due and payable forthwith if MF Oils discovers that any of the information provided by the Customer to MF Oils is materially inaccurate or the Customer is in material breach of any of the terms of these Terms and Conditions.

7. TERMINATION

7.1 This Agreement may be terminated:-

- (a) by either party at any time by giving not less than 4 weeks prior written notice to the other party;
- (b) by MF Oils with immediate effect and without notice in the event that
 - (i) the Customer is in material breach of any of this Agreement;
 - (ii) if the Customer (as applicable) goes into or is reasonably perceived by MF Oils as likely to enter into receivership, administration, bankruptcy, liquidation or similar proceedings are taken against the Customer, or any other event occurs which, in the opinion of MF Oils, may affect the ability of the Customer to comply with any or all of its obligations, or meet any of its liabilities under this Agreement;
 - (iii) MF Oils receives a credit reference (which the Customer hereby agrees that MF Oils may carry out from time to time on the Customer) which in the opinion of MF Oils is unsatisfactory and such termination shall become effective upon notification to the Customer by such means as MF Oils considers appropriate in the circumstances.

7.2 Automatic Termination

This Agreement shall automatically terminate upon the termination for any reason whatsoever of the Agreement between MF Oils and the relevant Card Issuer and such termination will be confirmed by notification to the Customer by MF Oils by such means as shall be considered appropriate in the circumstances.

7.3 Effect of Termination

In the event of termination pursuant to Clause 7.1 or 7.2 above the total outstanding balance of the Customer's account shall (at MF Oils discretion) become due and payable in full to MF Oils and the right of the Customer and all Authorised Cardholders to use a Card shall terminate (but without prejudice to the Customer's liability for use of the Card after termination or to the rights of MF Oils already accrued at the date of such termination).

8. LIABILITY

8.1 Exclusion of Liability

MF Oils gives no warranty, express or implied, whether arising by common law, or statute, in relation to any Goods supplied to the Customer. MF Oils shall not be liable for any loss, or damage suffered by the Customer and/or the Authorised Cardholder in connection with any such Goods, save to the extent that such liability cannot by virtue of the Unfair Contract Terms Act or any other relevant statute be limited or excluded.

8.2 Refusal of Supplies MF Oils shall not be liable to the Customer and/or Authorised Cardholder in any way if a supplier refuses to supply Goods for any reason.

8.3 Willful Misconduct, Negligence, etc

MF Oils shall not be liable in any way to the Customer and/or Authorised Cardholder for any and all claims, losses, damages and expenses arising out of or in consequence of this Agreement, save to the extent that such claims, losses, damages and expenses are caused by the negligence or willful misconduct of MF Oils, its employees or agents and provided that MF Oils shall in no event be liable for any consequential or indirect loss howsoever arising, save to the extent that liability cannot be excluded by law.

9. USE OF CARDS AT OUTSIDE PAYMENT TERMINALS

9.1 If the Card is used at an Outside Payment Terminal the Card may only be used :

(a) to obtain Goods up to a daily volume limit as set per card at each site or such other volume as MF Oils shall, from time to time, specify;

9.2 For the avoidance of doubt, the Card limits detailed in clause 9.1 above shall operate in addition to the terms and conditions which govern the use of Card transactions at non-Outside Payment Terminals and shall only apply in relation to use of the Card at Outside Payment Terminals.

9.3 Authorised Cardholders will not be required to sign or authorise any sales voucher in relation to any transactions made at an Outside Payment Terminal nor will any sales vouchers be supplied by MF Oils in relation to any Card transactions made at an Outside Payment Terminal.

9.4 A transaction receipt will at the time of the Card transaction be available on request of an Authorised Cardholder at Outside Payment Terminals.

9.5 Where CCTV surveillance operates on site this surveillance is primarily for security and safety purposes but the CCTV records may also be used by MF Oils for any purpose in connection with site operation or in the event of any Card transaction queries.

10. PIN

10.1 The customer and authorised cardholder shall use the PIN if so required by a supplier.

10.2 The PIN shall only be used by the customer and authorised cardholder to whom it is supplied and shall not be disclosed by the customer and/or the authorised cardholder to any other person.

10.3 The customer and authorised cardholder shall ensure that no PIN is written on any card or sales voucher or anything kept with the card.

11. MISCELLANEOUS

11.1 Variation

(a) MF Oils may vary, add to, or delete any of these Terms and Conditions, including for the avoidance of doubt the terms contained in any written correspondence and may impose new terms and conditions for any other fuel card scheme which substitutes the existing Card scheme which is essentially the same as and replaces the existing Card scheme (whether or not such other scheme shall be operated by MF Oils itself or by a nominated third party on MF Oils behalf) and any conditions set out in any schedule to the Agreement at any time.

(b) The use of any Card after notice has been given by MF Oils of any variation of these Terms and Conditions shall be deemed to be an acceptance of such varied terms and conditions by the Customer.

11.2 No Transfers

This Agreement is personal to the Customer and MF Oils and the Customer shall not be entitled to assign or transfer all or any of its rights interests or obligations.

11.3 Joint and Several Liability

Where the Customer consists of two or more persons 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 Customer shall be joint and several obligations of such persons.

11.4 Headings

The headings used in this Agreement are for convenience and shall not affect its interpretation.

11.5 Notices

Subject to the requirement of any statute or other publication, notification by such means as MF Oils may select will constitute effective notice to Customers.

11.6 Governing Law and Jurisdiction

These Terms and Conditions and any supplies of Goods made in conjunction with the use of the Card shall be governed by English law and be subject to the exclusive jurisdiction of the English courts.