

## Terms & Conditions

The following terms and conditions govern the use of The Business card from Texaco:

### 1. Definitions

In these conditions

- a) "UK Fuels" means UK Fuels Limited and its successors.
- b) "Texaco" means a trading division of Valero Energy Ltd.
- c) "Site" means any Texaco branded location which is party to a UK Fuels franchise agreement or non Texaco branded location where the card is accepted under separate agreement between the location and Valero Energy Ltd.
- d) "Account holder" means the person in whose name the account is maintained
- e) "Card" means the Texaco 'The Business' Card issued by UK Fuels to the Account Holder for the purpose of drawing petrol, diesel, oil and other goods and services as specified in this application (the Products) from a Site.
- f) "Authorised User" means the person or persons the Account Holder has authorised to use the Card(s).
- g) "Credit Limit" means the maximum amount expressed in money terms which UK Fuels may from time to time specify to an Account Holder as being the limit of purchases of Products on credit that may from time to time be made with any Card.
- h) References to person shall include individuals, partnerships, firms, companies, organisations or any other entities (whether or not having a separate legal personality).

### 2. Applications

- a) All applications for the issue of a Card(s) shall be at the absolute discretion of UK Fuels.
- b) Each Card will be valid for use of the Account Holder and any Authorised User to the extent of the Credit Limit up to the expiry date of such Card.
- c) All risks of loss will pass to and be borne by the Account Holder from the date of despatch of the Card.
- d) The Account Holder shall ensure that any person using a Card(s) shall not tamper with or try to alter or interfere with the fuel monitoring device or fuel delivery equipment at any Site. In the event there appears to be a defect or fault in such monitoring or fuel delivery equipment the Account Holder shall forthwith report the same to the operator of the Site.

### 3. Authorisation

Signature of and/or use of a Card by the Account Holder or by the Authorised User constitutes acceptance of the current terms and conditions to the transaction thereby effected and the Account Holders agreement to pay UK Fuels for any Products supplied to the Account Holder or an Authorised User by various Sites.

### 4. Use

Use of the Card(s) is restricted to the Account Holder and any Authorised User and remains valid until the date of expiry stated on the Card(s) or prior to cancellation. The Authorised User must either sign their name or enter their vehicle registration number (not both) on to the panel on the reverse of the Card(s).

The Authorised User must sign a voucher as to each purchase and check that the details appearing on the voucher are correct, but neither a failure to do so nor the breach of any conditions herein, shall relieve the Account Holder of liability to UK Fuels for any supply made to the Account Holder or an Authorised User.

### 5. Accounts

Account Statements will be sent to the Account Holder on a monthly basis, or on such other basis as may be specified by UK Fuels from time to time.

The Account Holder will pay UK Fuels by Direct Debit not later than 10 days after the statement date the whole amount owing according to such statement.

If payment of the whole amount is made later than 10 days after the statement date, UK Fuels reserves the right to charge interest at the rate of 3% per month above the base rate of Barclays Bank Plc or part of the month (as well after as before any judgement) on any balance outstanding; on the next payment date until settlement is received.

If any amount is outstanding for more than three weeks after the date of the first issue of the statement containing such amount, all Cards issued to the Account Holder may at the discretion of UK Fuels be cancelled forthwith, without prejudice to the rights of UK Fuels, pursuant to Clause 9.

If a direct debit drawn by UK Fuels on the Account Holders accounts is returned unpaid or a cheque sent by the Account Holder to UK Fuels is returned unpaid then the account holder shall pay UK Fuels an administration fee each time it occurs and all cards issued to the account holder may at the discretion of UK Fuels be cancelled forthwith, without prejudice to the rights of UK Fuels pursuant to Clause 9. If UK Fuels is unable to produce a statement, the Account Holders normal statement date will be used for the purpose of calculating interest and establishing the date upon which payment is due.

In order to comply with the direct debit requirement the Cardholder shall at all times:

- (i) maintain a bank account capable of accepting direct debits;
- (ii) keep the Company provided with an effective direct debiting mandate against such account;
- (iii) ensure that every direct debit properly instanced by the Company against such account is duly met.

### 6. E – Billing

All Account Holders will have the option of either a hard copy invoice or electronic invoice. For any Account Holder requesting to receive invoices via e-mail the following terms and conditions are deemed to have been accepted.

E-Bill Terms and Conditions of use – Issue 1 Valid as at 01/01/01

These Terms and Conditions govern the provision of invoices by electronic means only and do not affect the terms and conditions of use of any fuel card. If there is any inconsistency or discrepancy between the terms and conditions of the fuel card and these terms and conditions then the terms and conditions of the fuel card shall apply.

An electronic invoice (E-Bill) or the provision of access to such a document will be sent or provided on behalf of UK Fuels Limited monthly or at such other times as agreed by UK Fuels Limited. Invoicing by means of an E-Bill will be without additional charge to the account holder (referred to below as "the CUSTOMER"), although UK Fuels Limited reserves the right to vary these terms or to revert to invoicing by traditional postal means without notice.

The first E-Bill, following registration, will be sent electronically. Thereafter the customer will receive only the E-Bill, however at any time should the CUSTOMER wish to revert back to paper billing it is the CUSTOMER's responsibility to advise UK Fuels Limited.

If any E-Bill fails to reach the e-mail address specified in the E-Bill request or any subsequently advised e-mail address, or any loss or corruption of information occurs (whether due to the CUSTOMER's computer equipment, routing failure of the E-Bill or for any other reason whatsoever) it is the CUSTOMER's responsibility to advise UK Fuels Limited and no such failure or loss shall affect the CUSTOMER's liability for making payment of all amounts properly due from the CUSTOMER to UK Fuels Limited on or before the due date for payment.

For the avoidance of doubt the CUSTOMER is responsible for informing UK Fuels Limited of all changes to the CUSTOMER's administration data, which includes the destination e-mail address of the E-Bill. The CUSTOMER is responsible for informing UK Fuels Limited by e-mail should any corruption or other failure of any transmission occur.

The CUSTOMER is responsible for informing their local tax office, if required, of their intention to receive invoices electronically. UK Fuels Limited E-Bills require Adobe® Acrobat® Reader™, which is available free of charge. The maintenance and procurement of this software is the responsibility of the customer.

ALL CUSTOMER queries relating to any fuel cards, invoices or E-Bill will only be accepted at admin@groupcustomerservices.com or such other address as notified by UK Fuels Limited from time to time, by phone Customer Service 0344 880 2468 or by Customer Service Fax 0344 880 2469, or by post at UK Fuels Limited, PO Box 262, Crewe, CW1 6BR.

#### 7. Payments

Payments by the Account Holder and any credits or refunds due will be applied first in payment of any interest due, and secondly in reduction of the Account Holders other indebtedness to UK Fuels. No claim by the Account Holder against any Site or other supplier shall be the subject of any off-set or counter-claim against UK Fuels.

#### 8. Breach

Without prejudice to the provisions of Clause 9, all monies due and owing by the Account Holder to UK Fuels shall become due and payable forthwith if UK Fuels shall discover that any of the information provided by the Account Holder in connection with the application is false or incomplete or if the Account Holder shall be in breach of these terms and conditions.

#### 9. Card Use

- a) The Card may only be used by the Account Holder or the Authorised User and the Account Holder is responsible for the safe keeping of the Card and the prevention of unauthorised use.
- b) The Card may only be used to obtain the Products at the Sites.
- c) Any Products purchased at 'non' Texaco branded locations may be subject to a surcharge. Details of any such surcharges are available on the web site [www.texacothebusiness.co.uk](http://www.texacothebusiness.co.uk) 'ABOUT THE BUSINESS' page or from UK Fuels upon request.
- d) The Card remains the property of UK Fuels at all times and may only be used up to the noted expiry date.
- e) UK Fuels may cancel a Card at any time without notice or refuse to issue a replacement Card.
- f) On cancellation or termination of this Agreement, the Account Holder shall return all issued Cards to UK Fuels within 7 days.
- g) Cancellation of a Card or termination of this Agreement shall be without prejudice to the Account Holders liability in respect of the use of the Card(s) prior to such termination or cancellation.
- h) Possession of the Card does not confer any right on the Account Holder to receive the Product.
- i) Sales receipts are automatically issued for every card transaction, with the exception of automated terminals where the issue of a receipt is optional and upon request.
- j) It is the responsibility of the Account Holder to ensure that the Authorised User returns the receipts for reconciliation against each invoice.
- k) Sites are required to keep copy receipts (with the exception of transactions via automated terminals) for a minimum period of two months and when requested by the Account Holder UK Fuels will endeavour to obtain copy receipts from Sites.
- l) UK Fuels shall be entitled to charge a fee of £10.00 plus VAT for each copy receipt provided (or such other reasonable fee as UK Fuels may from time to time specify).
- m) Cards that identify vehicles are issued as a management information tool to be used correctly by Account Holder or Authorised User. Such Cards do not provide additional security. The Account Holder shall be liable to pay UK Fuels Limited 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.

#### 10. Lost or Stolen Cards

- a) If a Card(s) is lost or stolen (including constructive theft as a result of any person in possession of a Card having ceased to be an Authorised User through termination of employment or otherwise) the Account Holder must immediately notify UK Fuels by email: admin@groupcustomerservices.com, phone: Customer Service 0344 880 2468, fax: Customer Service Fax 0344 880 2469 or registered post at UK Fuels, Eurocard Centre, Herald Park, Crewe, CW1 6EG. Notification must be received prior to 15:00 hours in order to be accepted as firm notification on the day of receipt. Any e-mail, fax or registered post received after 15:00 hours will be deemed to have been accepted as notification on the following working day (Monday to Friday).
- b) The Account Holder will remain liable to UK Fuels for any supplies of Products arising from the use of such lost Cards by any person until the end of the second working day after the day on which notification is received by UK Fuels in accordance with clause 10a). After such time, and provided that this Clause is complied with in full, the Account Holder shall have no further liability for purchases of Products resulting from the use of the Card other than for purchases by the Account Holder or any Authorised User. However, no such releases of liability will be given to the Account Holder if it can be established on the balance of probabilities that
  - i) the Account Holder or the Authorised User gave the relevant Card to an unauthorised person;
  - ii) the loss of Card was due to the gross negligence of either the Account Holder or the Authorised User; or
  - iii) the Account Holder or the Authorised User failed to adhere to a request made by UK Fuels or its representative to destroy or return the Card to UK Fuels; or
  - iv) the Account Holder was in breach of any of the terms and conditions of this Agreement.

#### 11. General

- a) The Account Holder shall immediately notify UK Fuels of any change to the Account Holder's address.
- b) UK Fuels may vary or add to the terms of this Agreement at any time provided that notice of such variation or addition is served in writing. Any use of the Card(s) by the Account Holder or the Account Holders authorised representative after such notice has been served on the Account Holder shall be construed as acceptance by the Account Holder of such variation or addition.
- c) Unless UK Fuels expressly states otherwise in connection with any particular promotions, the Card does not entitle the Account Holder to participate in any of UK Fuels special offers that may be available from time to time.
- d) The Account Holder gives permission to UK Fuels to carry out any enquiries with respect to opening an account.
- e) Details of this Agreement and the conduct of your account will be registered with a Licensed Credit Reference Agency. Information thus registered may be used to help make credit decisions, or occasionally, for fraud prevention or the tracing of debtors.
- f) By applying for this Fuel Card I declare that I am entitled to disclose information about my or this joint, application and/or anyone else associated with me/us and authorise you to search and/or record information at credit reference agencies about me/us.
- g) Use of a card by the Account Holder constitutes acceptance of the terms and conditions of use, which may be updated from time to time. A copy of the current terms and conditions are available from the Company.
- h) "The Account Holder hereby acknowledges and consents to the fact that any information supplied to UK Fuels Limited hereunder (including information classified as 'Personal Data' for the purposes of the Data Protection Act 1998) may be passed to Valero Energy Ltd (and its Affiliates, agents and subcontractors) on the basis that the transfer of such information is necessary for the performance of a contract to which the Account Holder is a party."

#### 12. Liability of UK Fuels

- a) UK Fuels accepts no liability and gives no warranty, express or implied, whether arising by common law or statute in relation to any transaction by or Product supplied to the Account Holder by virtue of entering into this Agreement with the Account Holder.
- b) UK Fuels accepts no responsibility and shall not be liable to the Account Holder for any failure and/or refusal and/or delay on the part of any Site to accept a Card or to supply Products, or the way in which that failure, refusal and/or delay is communicated.

#### 13. Assignment

UK Fuels shall (but the Account Holder shall not) be entitled to assign or transfer all or any of its rights and obligations hereunder.