

CONDITIONS OF USE
FOR FUEL CARDS SUPPLIED
BY BWOC LTD (EXCEPT
ALLSTAR CARDS)

Please keep for your records

These conditions apply to the use of any Fuel Card issued by BWOC Limited except for the AllStar Cards (“Conditions”).

1.0 In these Conditions the following definitions apply:

“Company” B.W.O.C Ltd of B.W Estates, Oldmixon, Crescent, Weston-Super-Mare, North Somerset BS24 9BA.

“Agreement” The contract constituted by the Application Form completed and signed by the Customer incorporating these Conditions together with acceptance in writing and issue of Cards by The Company.

“Customer” The Party completing an Application Form whose application has been accepted. “the

Application Form” The form to which these Conditions of Use are attached and incorporated.

“Card/Cards” Any Card issued by The Company to the Customer except any AllStar fuel cards to obtain at Sites a range of goods and services specified by the Customer in its Application Form and agreed to be provided by The Company.

“Sites” Any service station or other supplier of goods and services nominated from time to time by the Company

“PIN” Personal Identification Number issued for use in conjunction with a Card.

2.0 All issue of Cards shall be at the Company’s discretion and the Company reserves the right to seek the opinion of credit reference agencies before issue. Upon issue the Customer shall be authorized to use the Cards subject to these Conditions and shall be entitled to purchase at Sites diesel, lubricants and gas oil for which the Company shall be the seller. These services will be subject to these Conditions which may be changed at any time in our sole discretion and as maybe special other conditions notified to the customer by the Company which may change or withdraw the same by giving the Customer at least one month’s written notice. The respective changes or withdrawals will apply from the date specified in the respective notice. The Customer has the right to object any changes within 7 days of the notice. But the Company reserves the right to suspend or withdraw the sale of products if the Customer doesn’t accept the Conditions in the respective current form or fails to comply with the Conditions.

3.0 Supply of Cards

3.1 All Cards including any replacement or additional Cards shall be charged for at the rate prevailing at the time of supply.

3.2 The Customer shall receive a PIN for each Card supplied to the Customer.

3.3 The Customer must take all reasonable care to prevent fraudulent use of the Cards. The Customer must not keep any record of the PIN in the same location to the Card and must not write the PIN number on the Card or divulge the PIN to any unauthorized person. In addition the Card must not be left in any unmanned vehicle. Any failure to comply with these requirements will lead to a Customer’s liability as set out in 5.3.

3.4 The period of validity of the Card is embossed thereon. The Customer may only use the Card during the period of validity. The Company shall arrange a timely replacement of each Card at its prevailing rates.

4.0 Cards and PINS are to be used in accordance with these Conditions and any particular instructions indicated at Sites. The Customer is required to provide such proof of identity as may be requested at Sites and shall sign any acknowledgement or receipt required by the Site.

5.0 Lost Cards.

5.1 The Customer is responsible for the safekeeping of any Cards issued to it and for their correct use.

5.2 If a Card is lost, stolen, mislaid, mutilated or not received when due or the Customer suspects someone is aware of its PIN or the card may be subject to fraudulent use the Customer must immediately notify the Company. Notification is only valid if made by calling the Company during office hours on 01934 417576 and being provided an “onstop” reference number by a member of staff or alternatively placing the card on stop using the website www.efuels.co.uk and receiving a “onstop” reference number.

5.3 The Customer will be liable for payment of any goods or services acquired by use of a Card issued to it at any time from issue of the Card until the Agreement is cancelled or use of that card suspended by the provision of an “on stop” number. The Company shall be liable for all uses of the card after the Card is placed on stop, however, the Company reserves the right to invoice the Customer for all fraudulent transactions whenever they occur where the Customer has not complied with 3.3. In addition if 5 working days should be allowed to remove a Card from the stop list should the Company require such action.

5.4 After The Company has been notified in accordance with Sub-Clause 5.2 above it will in its discretion on the request of the Customer provide a replacement Card.

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

5.6 The Customer 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 discretion disclose any such information as it deems necessary. If requested by the Company The Customer shall obtain a police crime reference number in relation to any transactions suspected to be fraudulent.

6.0 Charging

6.1 The Company shall invoice the Customer for all supplies made pursuant to the use of a Card calculated on the basis of the applicable prices (which may vary from time to time) quoted by the Company.

6.2 The Customer also has to pay all surcharges charged in respect of products purchased with the use of a Card and which can be applied and adjusted by the Company in its own reasonable discretion at any time and take immediate effect.

6.3 Details of current applicable prices payable are available upon the Company’s website (“www.bwoc.co.uk”). Prices can be changed in the Company’s own discretion. Changes will be announced on before mentioned website (with respective posting date) and the Customer is obligation to check regularly to stay up to date with any changes announced in this way.

6.4 All prices and surcharges are to be taken exclusive of Value Added Tax which where applicable shall be added to the relevant charge.

7.0 Statements and Payments

7.1 Unless otherwise agreed between the parties an invoice for goods or services shall be issued once a week in arrears by the Company and shall be settled in pounds sterling by direct debit from the Customer’s bank account in accordance with the Customer’s Direct Debit mandate. Where the appropriate date for payment is not a working Day the Company will alter the payment day to the first working day after the payment day is a Sunday and the first working day before the payment day if the payment day is a Saturday. In the event of any matters giving rise to uncertainty as to payment the Company reserves the right to change to weekly billing and payment.

7.2 The Customer should not exceed its credit limit. Its credit limit will be such amount as may be notified to the Customer from time to time. If the Customer purchases goods and services to a value in excess of 80% of its agreed credit limit then The Company reserves the right to take payment for the full outstanding amount via the direct debit instructions. The Company has the right to claim payment without deductions in respect of all transactions entered into by use of any Card together with all its costs and expenses including legal and administration costs. The Customer’s obligations to make payment hereunder shall only be discharged by way of payment in full to the Company.

7.3 If payment is not received by the Company by the due date in accordance with Sub-Clause 7.1 above the Company shall charge interest on overdue accounts at the rate of 5% per year above the base rate of Barclays Bank Plc. If any accounts are overdue the Company shall be entitled without notice to cancel, terminate or suspend the Agreement.

7.4 If a request for a payment via any payment method is returned unpaid the Company will charge the Customer a fee of £35 plus VAT for every occasion when a payment is returned unpaid. In the event that payment is required by Credit card for whatever reason the Company reserves the right to make a charge for such payment.

8.0 Termination

8.1 This Agreement may be terminated by the Customer giving 30 days written notice to that effect and returning the card cut in half.

8.2 The Cards at all times shall remain the property of the Company. The Company may cancel this Agreement at any time and request the Customer to return the Cards and terminate this agreement forthwith by any form of notice confirmed subsequently in writing or by fax and an electronic instruction may be sent to all Sites prohibiting further use of the Cards.

8.3 The Customer must also notify the Company if it wishes any Card issued to it to be withdrawn in which case the Customer shall return it to the Company as soon as possible.

8.4 Immediately following the termination of this agreement or withdrawal of a Card under Sub-Clause 8.3 above the Customer shall destroy any Card supplied to the Customer by cutting the Card in half and returning it to the Company by recorded delivery. The Customer shall remain responsible for the full settlement without deduction of all supplies acquired with any card prior to receipt by the Company of the Card.

9.0 Liabilities

9.1 The Cards are issued purely as a convenience to the Customer and shall not confer any right upon the Customer to receive supplies of fuel or other goods or services from the Company or any person acting on their behalf. The Company is not liable for any loss consequential or otherwise, whatsoever or howsoever incurred by the Customer which arises of the refusal of any Sites for whatever reason to supply any fuel, lubricants, goods or services. The Company will not be liable for any consequential or indirect damage suffered by which the Customer which arises out of the condition, quality or sufficiency of any fuel or other goods and services supplied pursuant to this Agreement.

10.0 General

10.1 This Agreement is personal to the Customer and shall not be assignable by the Customer without the written consent of the Company which may transfer all or any of its rights, benefits and obligations under this Agreement to any person at any time. Following any transfer, references to the Company will be read as references to the transferee to the extent of the transfer.

10.2 This Agreement and any supplies of goods and/or services made in conjunction with the use of the Card shall be governed by English Law and the parties submit to the exclusive jurisdiction of English Courts.

10.3 The Customer waives any rights of set-off it may have in respect of sums payable under this Agreement.

10.4 The Company shall not be liable for any loss the Customer may suffer if it is prevented from or delayed in providing any service (including production of statements) due to strikes, industrial action, failure of power supplies or equipment or causes beyond its control or that of its suppliers, agents or contractors.

10.5 The Company may disclose information about the Customer to any person in connection with an actual or proposed contract which relates to this Agreement. This includes disclosing information under the terms of the Agreement and transfer of The Company rights and obligations under this Agreement.

11. If you chose a CO² offsetting option, the approximate CO² offset will be calculated with reference to the volume of fuel drawn and calculated with reference to DEFRA figures. In order to offset your emissions the Company will use reputable reforestation companies, details being provided on request.

PLEASE NOTICE: BWOC records all calls for quality and training purposes.