



# Terms and Conditions

**The use of the Direct Fuels fuel card is governed by the following terms and conditions:**

## 1. Definitions

- (a) In these conditions 'The Company' means Direct Fuels Limited, and its successors.
- (b) 'Site' means an authorised Site which appears in the directory as such directory may be varied from time to time and 'Sites' means any one or more of the said Network of Sites.
- (c) 'Network' means the Network Sites through which the Company works.
- (d) 'Card' means the fuel Card issued by the Company to the Cardholder for the purpose of drawing Product from a Site or the Network.
- (e) 'Cardholder' means the Person or Company in whose name the account is maintained and includes employees, subcontractors or any other person acting on behalf of the Cardholder or with the authority of the Cardholder.
- (f) 'Credit Limit' means the maximum amount expressed in money terms which the Company may from time to time specify to a Cardholder as being the limit of purchases of Products on credit that may from time to time be made with any Card.
- (g) 'Products' means stocks of diesel fuel, petrol, lubricant or gas oil available in some or all of the Network of Sites.
- (h) 'PIN Number' means Personal Identity Number.
- (i) 'Notice' subject to the requirements of any statute or other publication notification by such means as the company may select will constitute effective notice to Cardholders.
- (j) 'Deposit' means an amount paid by the Cardholder to the Company to be held as security by the Company
- (k) 'Notified Price' means the price notified to the Cardholder by the Company on a monthly/weekly basis or any other basis the Company sets as a result of market conditions.

## 2. Charges

- (a) The Company may charge a fee to the Cardholder either annually or for issue of the Card on the setting up of the Cardholder account or upon replacement or renewal of the Card depending on particular circumstances. The Company may also charge a fee to the Cardholder for any card issued to the Cardholder that has not been used in any one month.
- (b) The Company shall be entitled to charge a fee of € 7.00 plus VAT for each copy invoice provided to the Cardholder (or such other reasonable fee as the Company may from time to time specify).
- (c) If a direct debit drawn by the Company on the Cardholders account is returned unpaid, a cheque sent by the Cardholder to the Company is returned unpaid or an alternative method of payment provided is returned unpaid, then the Cardholder shall pay the Company an administration fee each time it occurs

## 3. Applications

- (a) All applications for the issue of Cards shall be at the absolute discretion of the Company.
- (b) Each Card will be valid for use by the Cardholder to the extent of the Credit Limit from the date of issue until the date of expiry.
- (c) All risk of loss will pass to and be borne by the Cardholder from the date of despatch of the Card.
- (d) The Cardholder shall ensure that any person using a Card 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 Cardholder shall forthwith report the same to the Seller or Operator of the Site.
- (e) It is understood that the Company shall not be obliged to accept an application nor to give any reason for refusing the same, nor to enter into any correspondence in regard there to.

## 4. Price

- (a) The price invoiced for any Products sold to the customer shall be calculated on the basis of the Company's weekly price for the country or geographical area from which the Customer purchases the Products. All purchases made by the customer will be invoiced in € Euro. For purchases made outside of Ireland the exchange rate used by the Company will be specified in the sales invoice issued to the customer.
- (b) All prices are subject to all Government or other taxes duties, levies charges, surcharges, assessments or impositions where applicable at the appropriate rate and any variation of the same at any time for the account of the Cardholder.

## 5. Payment

- (a) The Company or its agent will send the Cardholder an invoice per country for the Products drawn by the Cardholder on a weekly basis or on any alternative basis as may be agreed between the Company and the Cardholder from time to time.
- (b) The Cardholder has two weeks after receipt of the invoice in order to provide the Company with any queries or complaints in relation to that invoice. After two weeks, the invoice amount shall be deemed agreed by the Cardholder.
- (c) The Cardholder will be invoiced on a weekly basis. Payments shall be made by way of direct debit on the account of the Cardholder on or before the 21<sup>st</sup> day following the date of the relevant invoice(s) – or as may otherwise be agreed between the Company and the Cardholder from time to time: and 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) If a direct debit drawn by the Company on the Cardholders accounts is returned unpaid or a cheque sent by the Cardholder to the Company is returned unpaid then the Cardholder shall pay the Company an administration fee each time it occurs.
- (d) If for any reason the Cardholder has not paid the full statement value by the due date the Company reserves the right to charge interest on the account of the Cardholder at the rate of 5% per annum above the base rate of National Westminster Bank Plc, payable from the due date until the date full payment has been received.
- (e) Upon the Cardholder going either into liquidation, whether compulsory or voluntary, or having a Receiver or Administrator or Administrative Receiver appointed over all or part of its property or is made a bankrupt or enters into an arrangement with its creditors,



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the total outstanding balance on the Cardholder's account shall immediately become due and payable in full and the right to use the Card shall automatically cease.

## 6. Invoicing

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

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 or the provision of access to such a document will be sent or provided on behalf of the Company monthly or at such other times as agreed by the Company. Invoicing electronically will be without additional charge to the Cardholder (referred to below as "the CUSTOMER"), although the Company reserves the right to vary these terms or to revert to invoicing by traditional postal means without notice. If any electronic invoice fails to reach the e-mail address specified or any loss or corruption of information occurs, it is the CUSTOMER's responsibility to advise the Company and no such failure or loss shall affect the CUSTOMER's liability for making payment of all amounts properly due from the CUSTOMER to the Company on or before the due date for payment. For the avoidance of doubt the CUSTOMER is responsible for informing the Company of all changes to the CUSTOMER's administration data, which includes the destination e-mail address. The CUSTOMER is responsible for informing their local tax office, if required, of their intention to receive invoices electronically.

## 7. Joint and Several Liability

(a) 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.

(b) While the Company will endeavour to supply the required Products no warranty can be given that any or all of the Products are available at any particular Site.

## 8. Card Usage

(a) The Card can only be used in accordance with the Terms and Conditions as set out herein by the Cardholder and the Cardholder is responsible for the safe keeping of the Card.

(b) Prior to entering into any transaction in relation to the supply of Products the Cardholder shall present the Card at the Site.

(c) The Card may only be used to obtain the Products at the Sites.

(d) The Card remains the property of the Company at all times and if required to do so must be handed back by the Cardholder to the Company and may only be used up to the expiry date.

(e) The Company may cancel or suspend the use of a Card at any time without notice or refuse to issue a replacement Card.

(f) On cancellation or termination of this Agreement, the Cardholder shall return all issued Cards to the Company within 7 days by registered post. Should the Cardholder fail to return any Card within 7 days from cancellation or termination of this agreement the Cardholder shall remain liable for any transactions on the Card(s) up to the expiry date of the Card(s).

(g) Possession of the Card does not confer any right on the Cardholder to receive Product.

(h) 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.

(i) It is the responsibility of the Cardholder to ensure that all receipts are returned to the Cardholder for reconciliation against each invoice.

(j) 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 Cardholder the Company will endeavour to obtain copy receipts from Sites.

(k) The Company shall be entitled to charge a fee of €14.00 plus VAT for each copy receipt provided to the Cardholder (or such other reasonable fee as the Company may from time to time specify).

(l) Cards that identify vehicles are issued as a management information tool to be used correctly by the Cardholder. Such Cards do not provide additional security. The Cardholder shall be liable to pay the Company 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.

(m) Use of a Card issued by the Company 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

## 9. PIN Numbers

(a) A 4 digit PIN Number will be allocated to each Card.

(b) PIN Numbers will be treated as confidential information and should at all times be kept entirely separate from the Card.

(c) If a PIN Number is disclosed to an unauthorised person the Cardholder must immediately notify the Company as per condition 10.

(d) The PIN Number is only for use at terminals within the Network of Sites.

(e) It is the Cardholders responsibility for the safe keeping of the PIN number and the prevention of unauthorised use.

## 10. Lost or Stolen Cards.



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(a) If a Card is lost or stolen (including constructive theft as a result of any person in possession of a Card having ceased to be acting on behalf of the Cardholder through termination of employment or otherwise) the Cardholder must immediately notify the Company by email, fax or registered post to the Company's address or such other address that the Company may specify from time to time. 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, excluding Bank Holidays).

(b) The Cardholder will remain liable for all transactions made with such lost or stolen Card for a period expiring at the end of the second working day after the day on which notification is received in accordance with clause 10 (a) save that no such release from responsibility will be given to the Cardholder if it can be established on the balance of probabilities that:

(i) The Cardholder gave the relevant Card to an unauthorised person or;

(ii) The loss of the Card was due to the gross negligence of the Cardholder or;

(iii) The Cardholder failed to adhere to a request made by the Company or its representative to destroy or return the Card to the Company or;

(iv) The Cardholder was in breach in any of the terms and conditions of this Agreement.

(c) The Cardholder must co-operate with the Company and the police to help recover any Card. If the Company suspects that a Card is lost or stolen, then the Company may give the police any information which is relevant and the Company may take appropriate action.

(d) If the Cardholder recovers a Card that has been reported as lost or stolen, it must be returned to the Company immediately.

### 11. Resale

Except where expressly agreed in writing by the Company with the Cardholder, Products withdrawn against any Card issued to the Cardholder shall not be used by the Cardholder for any purpose other than for fuel or lubricant (as appropriate) in the Cardholders own or contracted vehicles and shall not be resold or otherwise disposed of to any other persons.

### 12. Indemnity - Health and Safety

(a) The Cardholder shall fully indemnify the Company and keep the Company fully indemnified against all liability including employer's liability in respect of any damage to the property of the Company or the Cardholder or the death or personal injury of employees or agents of either the Cardholder or the Company arising out of or consequent upon the use of the Card, the Sites and/or the Product except where said damage, death or personal injury is caused by the negligence of the Company.

(b) The Cardholder shall draw the attention of any employees and agents or any persons whatsoever handling or using the Products on behalf of the Cardholder having access to them whilst in the Cardholders possession or to whom he sells them to any instructions, warnings or suggestions concerning the methods whereby or the conditions whereupon the products should be used or handled which are contained or referred to in the Company's material safety data sheets or other literature relating to the Products or which are attached to the Product or their packaging and the Cardholder shall ensure compliance by any person using or handling them with the instructions, warnings and suggestions mentioned or referred to in this clause.

(c) The Cardholder shall indemnify the Company in respect of any loss or liability whatsoever or whenever suffered or incurred by the Company by reason or any breach by the Cardholder of the foregoing, or by reason of any failure by the Cardholder himself to comply with the warnings, suggestions or instructions referred to in the foregoing.

### 13. Force Majeure

(a) Any obligation of the Company to supply Products to the Cardholder shall be suspended in the event that directly or indirectly by any cause or circumstances whatsoever reasonably outside the Company's control (including without prejudice to the generality of the foregoing in the case of industrial action, any action taken by the company's own employees and in the case of Governmental action compliance by

the Company with any request or instruction of the Government) the Company is prevented or hindered (i) from supplying the Cardholder with his requirements of Product or (ii) from obtaining from its usual sources of supply all its requirements of crude oil and relevant Petroleum Products.

(b) On the occurrence of any of the circumstances mentioned in (a) above the Company shall determine (and may from time to time re-determine) the extent (if any) to which supplies to the Cardholder are to be maintained whilst such circumstances continue, having regard to its ability to obtain process and to deliver supplies, the costs of doing so, the requirements of all its customers local needs and any other consideration it considers relevant.

(c) As soon as practicable after the circumstances mentioned in (a) above cease the Company shall inform the Cardholder of the resumption of supplies.

### 14. Assignment

This Agreement shall not be assignable in whole or in part by the Cardholder without prior written consent of the Company.

### 15. General

(a) The Cardholder shall immediately notify the Company of any change to the Cardholder's address.

(b) The Company may vary or add to the terms of this Agreement at any time provided that notice of such variation is served in writing. Any use of the Card by the Cardholder after such notice has been served on the Cardholder shall be construed as acceptance by the Cardholder of such variation or addition.

(c) Unless the Company expressly states otherwise in connection with any particular promotions, the Card does not entitle the Cardholder to participate in any of the Company's special offers that may be available from time to time.



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- (d) The card holder gives permission to the company 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 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 Card 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.

### 16. Liability Of The Company

- (a) The Company 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 Cardholder by virtue of entering into this Agreement with the Cardholder.
- (b) The Company accepts no responsibility and shall not be liable to the Cardholder for a failure (for whatever reason) on the part of an automatic dispensing pump to dispense Product at a Company Site.

### 17. Governing Law

This Agreement and any supplies of goods made in conjunction with the use of the Card shall be governed by the laws of the Irish Republic and the parties submit to the exclusive jurisdiction of the Irish courts.

### 18. Closing Account

- (a) The Cardholder may close the account by giving notice to the Company in writing and by returning all Cards to the Company.
- (b) The Cardholder will be liable to repay immediately on demand the outstanding balance on the account, including all charges, fees and costs to the date of repayment.
- (c) The Cardholder must ensure that there are no transactions after the request to close the account.
- (d) The Cardholder shall only cancel the direct debit mandate with the Company as described at (5) above only where all outstanding payments have already been discharged.
- (e) It shall be the responsibility of the Cardholder to pay the company for withdrawals of Stock made using any one of the Cardholder's Cards after the closing of the account.
- (f) The account shall be closed only when all Cards are returned to the Company and all liabilities under these terms and conditions are paid.
- (g) Where the Cardholder returns the Card by registered post, the Cardholder must ensure that it is cut in two and the magnetic strip is severed.

### 19. Severability

Where any provisions of this agreement shall be prohibited by or adjudged by a Court to be unlawful, void or unenforceable, such provision shall to the extent required be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement and shall not, in any way, affect any other circumstances or the validity or enforcement of this agreement.

### 20. Application

The acceptance of the application by either an existing or prospective Cardholder for either a new Card, a renewal of a Card or a replacement of a Card shall be at the sole and final discretion of the Company.