

Fuel Cards Conditions of Use

These Conditions apply to the use of any Fuel Card issued by Western Fuel Limited

1.0 In these Conditions the following definitions apply:

"The Company" Western Fuel Limited, Bristol Road, Bridgwater, Somerset TA6 4BJ.

"this 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.

"the 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.

"the Cards" Any Card issued by The Company to the Customer 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.

"Cardholder" A person authorized to hold a Card by a Customer.

"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 authorised 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 such conditions as maybe 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 change or withdrawal will apply from the date specified in the notice. The Company reserves the right to suspend or withdraw the sale of products if the Customer fails to comply with these Conditions. The Company may increase or reduce the number of Sites without notification.

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. The Customer must take all reasonable care to prevent fraudulent use of the Cards.

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

3.3 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 Sites have the right to retain Cards and/or refuse to supply Goods, accept Cards or process transactions for any reason including but not limited to shortage of fuel, technical failure of equipment or failure by the Customer to observe these Conditions of Use.

5.1 In the event that a Card is refused by a Site the Customer is required to pay for the fuel at the Sites customer price with another means of payment acceptable to the Site.

5.2 Customers must at all times comply with all operating requirements and conditions imposed by the Sites.

6.0 Lost Cards.

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

6.2 If a Card is lost, stolen, mislaid, mutilated, or not received when due or the Customer suspects someone is aware of its PIN the Customer must immediately notify the Company in writing. After such notification, the affected Card must not be used.

6.3 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. Notice must be given before 2.30pm during the course of a Working Day for a card to be cancelled. Any notice given outside such hours will be deemed to have given at the commencement of the next Working Day. After such notification, The Company requires 72 hours to inform the Sites. During this period, the Customer will be responsible for any use of the Card. Thereafter the Company will accept responsibility for any drawings. 5 working days should be allowed to remove a Card from the stop list should The Company require such action.

6.4 After the Company has been notified in writing in accordance with Sub-Clause 6.2 above it will in its discretion on the request of the Customer provide a replacement Card.

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

6.6 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.

7.0 Charging

7.1 The Company shall invoice the Customer for all supplies made pursuant to the use of a Card at the price quoted by the Company. The price of diesel is quoted on a weekly basis (Mon to Sun), all other lubricants and gas oil will be charged as stated on our website under retail product charge.



Domestic Oil



Commercial Fuel



Agricultural Fuel



Fuel Cards



Boiler Servicing

8.0 Statements and Payments

- 8.1 Invoices will be generated on a weekly basis and payment terms are a strict 14 days from the date of invoice by Direct Debit.
- 8.2 *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.
- 8.3 If payment is not received by The Company by the due date in accordance with Sub-Clause 8.1 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.
- 8.4 If a request for a payment via any payment method is returned unpaid the Company will charge the Customer a fee of £25 plus VAT for every occasion when a payment is returned unpaid.

9.0 Termination

- 9.1 This Agreement may be terminated by the Customer giving 30 days written notice to that effect and returning the card cut in half.
- 9.2 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.
- 9.3 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.
- 9.4 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.

10.0 Liabilities

- 10.1 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.

11.0 General

- 11.1 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.
- 11.2 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.
- 11.3 The Customer waives any rights of set-off it may have in respect of sums payable under this Agreement.
- 11.4 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.
- 11.5 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.
- 12.0 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.

13.0 Data Protection

The Customer hereby consents to:

- (i) all and any processing (in manual or electronic form) of personal data relating to the Customer by the Company.
- (ii) such personal data being transferred to, communicated to or otherwise accessed by the Company for the operation of the agreement in connection with the legitimate purposes specified above.

The Customer hereby expressly warrants that it:

- (i) will at all times comply with the requirements of the applicable data privacy legislation; and
- (ii) has obtained or will obtain the consent of each Cardholder to processing of their personal data by the Company pursuant to this Agreement.

Please keep for your records

V2 February 2021



Domestic Oil



Commercial Fuel



Agricultural Fuel



Fuel Cards



Boiler Servicing