



Terms and Conditions

1. Definitions

In these Terms and Conditions the following words, terms or expressions shall have the following meanings:-

"AID" means AID Fuel Oils Limited whose registered office is at Cocksparrow Lane, Huntington Cannock, Staffordshire, WS12 4PB.

"Authorised Cardholder" means a person to whom the Principal Cardholder has provided a Card and who is authorised by the Principal Cardholder to use a card.

"Card" means all cards issued to the Principal Cardholder by AID.

"Cardholder" means the Principal Cardholder and, where applicable, any Authorised Cardholder.

"Diesel" means diesel engine road fuel.

"Directory" means the list of sites issued from time to time by AID showing where the Card can be used to obtain Fuel.

"Fuel" means Diesel, Gas Oil, Petrol and Lubricants.

"Gas Oil" means fuel for use in any industrial or agricultural diesel engines and as a burner fuel.

"Lubricants" means oil or grease intended for lubricating.

"Petrol" means petrol engine road fuel.

"PIN" means Personal Identification Number which may be issued to every Cardholder for use with a Card.

"Principal Cardholder" means the partnership, limited liability partnership, firm, body corporate or other person to which Cards are issued.

"Site" means any service station or depot at which the Card may be used.

"Vehicle" means the Principal Cardholder's or Authorised Cardholder's vehicle for which Fuel is obtained details of which have been supplied to AID.

"Working Day" means Monday to Friday from 9.00am to 5.00pm excluding public holidays.

2. Acceptance of Terms and Conditions

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

3. Card Issue

3.1 The Card remains the property of AID at all times and shall be returned by the Principal Cardholder promptly at AID's request. AID shall have the right to collect the Card.

3.2 The Principal Cardholder shall be liable for the use of any Card by the Principal Cardholder or any Authorised Cardholder prior to the return of a Card in accordance with condition 11.

3.3 The Authorised Cardholder shall be deemed to have been given authority to use the Card as a duly authorised representative of the Principal Cardholder and the Principal Cardholder shall ensure that the Authorised Cardholder complies with all these Terms and Conditions.

3.4 The Card shall contain the registration number of a Vehicle in which case it shall only be used to obtain Fuel for that Vehicle or where it does not contain a registration number it may be used for any Vehicle.

3.5 The Principal Cardholder shall return unexpired Cards that are no longer required, or where the Vehicle registration number has changed to AID requesting cancellation in writing.

3.6 Unless advised otherwise, Cards will automatically be replaced by AID prior to expiry.

3.7 The Principal Cardholder shall use its best endeavours to ensure that the Card is kept safe and undamaged. If damaged, the Card must be immediately returned to AID by the Principal Cardholder for replacement by AID.

4. Card Use

4.1 A Card shall not be valid unless the signature strip on the reverse of the Card has been completed in accordance with the instructions issued by AID from time to time.

4.2 A Card may only be used:

- (i) if it is a current Card which has not expired, been cancelled or which does not appear on the AID Stop List;
- (ii) by a Cardholder to obtain Fuel up to the applicable facility credit limit issued in accordance with condition 6
- (iii) to obtain Fuel up to the maximum value per transaction as specified by AID from time to time;
- (iv) if the Card has not been reported lost or stolen;
- (v) in the case of a staffed Site if the Principal Cardholder or the Authorised Cardholder presents or shows the Card to the Site prior to obtaining Fuel;
- (vi) by any Cardholder to obtain Fuel for the Vehicle identified on the Card (where applicable).

4.3 When using a Card:

- (i) to obtain Fuel at an automated site, the Cardholder shall use the Card with its unique PIN (where applicable) in the designated machine. Each transaction will be recorded on a delivery voucher which will be dispensed to the Cardholder on completion of each transaction;
- (ii) to obtain Fuel at a staffed site, the Cardholder shall use the Card alone and the transaction will be recorded on a delivery voucher a

duplicate of which will be dispensed to the Cardholder on the completion of each transaction.

4.4 It is the obligation of the Principal Cardholder or Authorised Cardholder to collect and retain any delivery voucher (duplicate or otherwise) issued at the time Fuel is obtained.

4.5 When obtaining Fuel, the Principal Cardholder and any Authorised Cardholder shall comply with these Terms and Conditions and all procedural requirements of the Site in respect of the relevant Card transaction and shall ensure that the Card is only used in accordance with condition 4.2.

4.6 If any procedural requirements are not complied with or the Card is used other than in accordance with these Terms and Conditions, the Principal Cardholder shall nevertheless remain liable to pay AID for all amounts due to AID under the relevant Card transaction.

4.7 Cards that identify Vehicles are issued to the Principal Cardholder as a management information tool to be used correctly by the Principal and Authorised Cardholders. Such Cards do not provide additional security. The Principal Cardholder shall be liable to pay AID for all amounts due to AID under the relevant Card transaction, including where the transaction is in respect of a Vehicle other than that identified on the Card.

5. PIN

5.1 The Principal Cardholder and the Authorised Cardholder shall use the PIN if so required at an automated site.

5.2 The PIN shall only be used by the Principal Cardholder and Authorised Cardholder to whom it is supplied and shall not be disclosed directly or indirectly to any other person.

5.3 The PIN shall not be written on any Card or delivery voucher or on anything kept with the Card.

6. Account Limit

AID shall impose and notify to the Principal Cardholder an overall facility credit limit and (where applicable and not in addition to) a daily credit limit on the use of the Cards and if any applicable financial limit is exceeded then, without prejudice to AID's right to recover all amounts due from the Principal Cardholder, AID may terminate this agreement immediately on notification to the Principal Cardholder.

7. Invoicing

7.1 Invoices will be sent to the Principal Cardholder at the billing period intervals determined by AID from time to time detailing Card transactions and any additional charges for the relevant billing period.

8. Payment

8.1 Unless indicated otherwise by AID, payment shall be made by direct debit on the last Working Day of each month for fuel obtained on or between the first and fifteenth day of the relevant month, and on the fifteenth day of each month for fuel obtained on or between the sixteenth and last Working Day of the relevant month.

8.2 If any amounts are not paid by the due date then (without prejudice to AID's right to terminate this agreement)

- (i) interest shall be payable on the outstanding balance at the rate set under s6 of the Late Payment of Commercial Debts (Interest) Act 1998
 - (a) calculated (on a daily basis) for the date of our invoice until payment;
 - (b) compounded on the first day of each month; and
 - (c) before and after any judgment (unless a court orders otherwise);
- (ii) we may claim fixed sum compensation from you under s5A of that Act to cover our credit control overhead costs; and
- (iii) we may recover the cost of taking legal action to make you pay.

8.3 Any dispute relating to any delivery voucher or invoice issued by AID must be notified to AID in writing within 14 days of receipt.

9. No Set Off

9.1 All payments made by the Principal Cardholder or any credits or refunds due to the Principal Cardholder shall be applied first in settlement of any interest due and secondly by AID in its absolute discretion in reduction of any amount due to AID on any account whatsoever.

9.2 No set off or counter claim against AID shall be made in respect of any claim by the Principal Cardholder or any Authorised Cardholder.

10. Charges

10.1 AID may charge the Principal Cardholder a fee on the issue of the Card and/or on the renewal or replacement of the Card and/or for administration each year commencing on the date of issue of a card and/or on each use of the Card and/or for each purchase of Gas Oil, Petrol and Lubricants and/or on each use of the Card "Help Line".

10.2 Such fees have been notified to the Principal Cardholder and can be increased by AID on giving 30 days prior notice in writing to the Principal Cardholder.

11. Cancellation of Cards

11.1 AID will cancel a Card if the Principal Cardholder requests cancellation in writing and encloses the relevant Card cut in half.

11.2 AID may request the return of all/any Cards or cancel or suspend all/any Cards at any time without notice or refuse to reissue replace or renew any Card.

11.3 A request for return or cancellation or suspension is without prejudice to the Principal Cardholder's liability in respect of use of any Cards prior to the actual return of the relevant Card to AID cut in half.

12. Lost or Stolen Cards

12.1 If a Card is lost or stolen or remains in the possession of a person who has ceased to be an Authorised Cardholder the Principal Cardholder must immediately notify AID at [Cocksparrow Lane, Huntington, Cannock Staffs WS12 4PB] or at any other address, email address, fax or telephone number as AID may specify from time to time and also notify the police of the loss or theft and obtain a crime reference or lost property reference number.

12.2 If notification of loss or theft of a Card is given verbally it must be confirmed in writing within 1 Working Day. Such notification must include

- the card number and the Cardholder's name and Vehicle details. Provided such notice is given before 1300 hours on a Working Day, the Principal Cardholder shall be liable in respect of any delivery vouchers issued against the lost or stolen Card until one Working Day after notice in respect of automated sites capable of accepting "Stop List" updates via electronic data transfer or in the case of staffed sites 3 Working Days after such notice. If no such notice is given the Principal Cardholder shall remain fully liable.
- 12.3 The Principal Cardholder shall be liable in respect of any use of a Card by any person before notification in accordance with this condition 12. After AID has been properly notified and provided that this condition 12 has been complied with in full, the Principal Cardholder shall have no further liability for Card transactions made with that Card other than for Card transactions made by the Principal Cardholder or by a person who has ceased to be an Authorised Cardholder where the Principal Cardholder has allowed the Card to remain in the possession of that person.
- 12.4 The Principal Cardholder shall ensure that no Card remains in the possession of any person who has ceased to be an Authorised Cardholder.
- 12.5 The Principal Cardholder shall give AID all the information in its possession as to the circumstances of the loss or theft and take all reasonable steps to assist AID to recover any missing or stolen Card.
- 13. Information**
- 13.1 Information supplied by a Cardholder and/or which relates to a Principal Cardholder's account(s) will be held and processed by computer or otherwise by AID to operate the Principal Cardholder's account(s); to confirm, update and enhance AID's customer records and for statistical analysis to establish any Cardholder's identity (where required); and to assess the Principal Cardholder's credit status (for this purpose credit scoring techniques will be employed and checks may be carried out with a credit reference agency and a fraud detection system, who will maintain a record of any such enquiry).
- 13.2 AID may disclose data relating to a Cardholder and/or the Principal Cardholder's account(s) to (1) a credit reference agency where it may be accessed by other financial institutions to assist assessment of any application for credit made by AID and for occasional debt tracing and fraud prevention; (2) to any agent or sub-contractor of AID; (3) to any person to whom AID proposes to transfer any of its rights and/or duties under the Agreement; (4) to any guarantor or person providing security in relation to a Cardholder's obligations under any agreement with AID; (5) to insurance companies for purposes connected with insurance products that relate or might relate to the Principal Cardholder's account(s); (6) to any organisation which endorses the Card; (7) as otherwise required or permitted by law or any regulatory authority and in each case such persons may be located in countries outside the United Kingdom that do not have laws to protect your information. Details of the countries involved will be provided on written request by the Cardholder.
- 13.3 AID may use information about any applicant or Cardholder and its account(s) to send the Cardholder information about other goods and/or services offered by AID and/or by third parties which AID believes may be of interest to the Cardholder. AID may also provide details of a Cardholder's name, address and other information as part of a mailing list to third parties to enable them to market goods and/or services which AID believes may be of interest to the Cardholder. Cardholders may be contacted about other goods and services by any means (including telephone and e-mail). Any Cardholder that does not wish to receive this information should write to AID at [Cocksparrow Lane, Huntington, Cannock, Staffs WS12 4PB].
- 13.4 The Principal Cardholder shall immediately notify AID of any changes in the Principal Cardholder's address or bank details or any other relevant details. AID reserves the right to renew or take up bank references at any time.
- 13.5 Without prejudice to any other provisions for termination contained in these Terms and Conditions all monies due and owing by the Principal Cardholder to AID shall become due and payable forthwith if AID discovers that any information provided by the Principal Cardholder to AID is materially inaccurate.
- 14. Termination**
- 14.1 This agreement may be terminated
- by either party, at any time, by giving not less than one month's prior written notice to the other party;
 - by AID with immediate effect and without notice if:
 - the Principal Cardholder is in breach of any of these Terms and Conditions or any other provision of the Agreement;
 - the Principal Cardholder (as applicable) goes into or in the reasonable opinion of AID is likely to enter into receivership, administrative receivership, administration, bankruptcy or liquidation or has similar proceedings taken against it or any other event occurs which in the opinion of AID may affect the ability of the Principal Cardholder to comply with any or all of its obligations or meet any of its liabilities under the Agreement;
 - any other circumstance arises which gives AID a termination right under these Terms and Conditions.
 - by AID with effect upon notification to the Principal Cardholder if AID receives a credit reference (which the Principal Cardholder hereby agrees AID may carry out from time to time on the Principal Cardholder) which in the opinion of AID is unsatisfactory.
- 15. Effect of Termination**
- 15.1 On termination of this Agreement the whole outstanding balance of the Principal Cardholder's account shall (at the discretion of AID) become due and payable in full to AID and the right of the Principal Cardholder and any Authorised Cardholder to use a Card shall cease (but without prejudice to
- the Principal Cardholder's liability for use of Cards after termination or to the rights of AID already accrued at the date of termination).
- 16. Liability**
- 16.1 AID gives no warranty, express or implied and whether arising by common law or statute, in relation to any Fuel sold to the Principal Cardholder. AID shall not be liable for any loss or damage suffered by the Principal Cardholder or any Authorised Cardholder or by any third party in connection with any Fuel or the use of any Card save to the extent that such liability cannot by law be limited or excluded.
- 16.2 AID (or any subcontractor or agent of AID) shall not be liable to the Principal Cardholder in respect of any inaccurate information on obtaining Fuel made by use of a Card when such inaccuracy is caused by incorrect or incomplete information provided by the Principal Cardholder, any Authorised Cardholder or a Site, whether on a delivery voucher or otherwise.
- 16.3 AID gives no representation or warranty, express or implied and whether arising by common law or statute that any computer software or data (which shall include without limitation disks, tapes, hard drives or any other form of programme or file delivery, tangible or intangible and whether delivered to the Principal Cardholder electronically via a communications network or otherwise) ("Data") supplied to the Principal Cardholder is free from any computer virus or other malicious programming or is accurate or is confidential or is compatible with the Principal Cardholder's computer systems or that there is no functionality included which is incompatible with the Principal Cardholder's computer systems. AID shall not be liable for any disruption in the Data transmission, errors or omissions in the content of the Data, or loss or damage which may arise by the delivery of the Data, save to the extent that such liability cannot by law be limited or excluded.
- 16.4 AID shall not be liable in any way if a Site refuses to provide Fuel for any reason.
- 16.5 AID shall not be liable in any way to the Principal Cardholder or any Authorised Cardholder or any third party for the fraud, negligence, act, default, omission or wilful misconduct of AID, any Site or its or their respective employees contractors and agents, save to the extent that liability cannot by law be limited or excluded.
- 17. Prices**
- Prices for Diesel are AID's price less any rebates that it has agreed to give the Principal Cardholder as at the date that AID receives its copy of the delivery voucher. Prices for Gas Oil, Lubricants and Petrol are the full re-sale value at the Site plus the prevailing fee levied by AID on these products. AID shall not be liable to the Principal Cardholder for any delay in providing a duplicate of the delivery voucher which is due to a matter beyond its reasonable control. Prices are subject to any increases which are equivalent to new or increased taxes, duties or any other sum which the Government imposes on the sale of Fuel by AID up to the time of receipt of the delivery voucher by AID.
- 18. Variations**
- 18.1 AID may vary, add to or delete any of these Terms and Conditions (including without limitation any terms contained in written correspondence) and impose new terms and conditions for any other card scheme which is essentially the same as and replaces the current card scheme (whether or not such new scheme is operated by AID or by a third party on behalf of AID).
- 18.2 The use of any Card after notification of any variation to these Terms and Conditions or the imposition of new terms and conditions shall be deemed to be acceptance of the varied or new terms and conditions by the Principal Cardholder.
- 19. Transfers**
- 19.1 This Agreement is personal to the Principal Cardholder and the Principal Cardholder shall not be entitled to assign, transfer, mortgage or charge all or any of its rights interests or obligations hereunder except by way of a floating charge created in the ordinary course of business.
- 19.2 AID shall be entitled in its absolute discretion without the consent of the Principal Cardholder to assign, transfer, mortgage or charge all or any of its rights, interests or obligations hereunder including, without limitation, condition 8.
- 20. Joint and Several Liability**
- Where the Principal Cardholder consist of two or more persons the obligations of the Principal Cardholder shall be joint and several.
- 21. Headings**
- The headings used in these Terms and Conditions are for convenience and shall not affect their interpretation.
- 22. Notices**
- Subject to the express requirements in these Terms and Conditions and to the requirements of any statute or other regulation, notification by such means as AID may select shall constitute effective notice under these Terms and Conditions.
- 23. Force Majeure**
- AID shall be under no liability to the Principal Cardholder for failure to perform its obligations under the Agreement due to circumstances that are beyond the reasonable control of AID, its agents or contractors.
- 24. Waiver**
- Any neglect forbearance or indulgence on the part of AID relating to its strict rights under these Terms and Conditions shall in no way be deemed to be a waiver, implied or otherwise, to those rights.
- 25. Third Party Rights**
- The Agreement, including these Terms and Conditions, confers benefits on AID. The provisions of the Agreement as a whole are intended to be enforceable by AID by virtue of the Contracts (Rights of Third Parties) Act 1999 (the "Act"). Save as described above, the parties do not intend that any terms of the Agreement should be enforceable by virtue of the Act, by a person who is not a party to the Agreement.
- 26. Law and Jurisdiction**
- This Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts.