

Fuel Card Terms and Conditions

The following terms and conditions shall apply to and govern the use of all fuel cards issued by Highland Fuels Limited.

1 Definitions

- 1.1 In these conditions the following words shall have the following meanings:
- "Agreement"** means the binding contract with you which incorporates these terms and conditions together with any additional terms that might be agreed with you from time to time.
- "Card"** means any chip and magnetic stripe card issued to you for the purpose of purchasing the Products from a Site.
- "Card Operator"** means the company or business which authorises us to issue the Cards to you.
- "Customer Data"** means all necessary personal data relating to you, any User (including name, contact details, vehicle details and any other data relevant to the use of Cards) and any individual employed or engaged by you that is provided to us under this Agreement.
- "Credit Limit"** means the maximum amount of credit that is permitted in connection with the use of a Card(s).
- "Deposit"** means an amount payable by you to be held by us as security for the Cards.
- "Network"** means the network of bunkering sites through which we operate.
- "Notified Price"** means the price of the Products notified to you on a weekly basis.
- "PIN Number"** means Personal Identity Number.
- "Products"** means diesel fuel, petrol, lubricant or gas oil available from the Network and any other products and services as may be agreed from time to time.
- "Reseller Agreement"** means the agreement between us and the Card Operator which sets out the terms on which we are authorised to issue Cards to you or otherwise resell the Products.
- "Site"** means a site forming part of the Network which appears in our electronic directory of sites as may be varied from time to time.
- "User"** means any of your agents, employees, contractors or officers permitted by you to use a Card.
- "We," "us" or "our"** means Highland Fuels Limited, a company incorporated in Scotland with Company Number SC032343 and having its registered office at Union Plaza (6th Floor), 1 Union Wynd, Aberdeen, Scotland, AB10 1DQ.
- "You" or "your"** means the customer to whom the Cards are supplied pursuant to this Agreement and includes your Users.

2 Applications and Conditions for use

- 2.1 Acceptance of any applications for the issue of Cards shall be at our absolute discretion.
- 2.2 No binding Agreement is created between us until we notify you that your application has been accepted.
- 2.3 By using a Card, you are deemed to have accepted the terms and conditions set out in this Agreement.
- 2.4 You will ensure that any User complies with the terms and conditions set out in this Agreement.
- 2.5 You authorise us to carry out any enquiries about you in connection with opening a fuel card account for you. Any information provided during the application process will only be used to manage your account. You agree that we have your consent and the consent of any employee, director or agent whose personal information you have provided for such purpose. It may be necessary to pass on these details to our agents or other third parties to enable us to provide you or your business with our fuel related products and services. This may include, but not limited to, a credit reference agency or credit insurer or other credit management solution providers where a search maybe conducted on the information supplied.
- 2.6 Each Card(s) will be valid for use up to the value of your Credit Limit from the date of issue until the expiry date on a Card.
- 2.7 No Card will be valid unless the signature strip on the reverse of the Card has been completed.
- 2.8 You warrant that you are entitled to disclose information about any Users in connection with your application. You authorise us to search and/or record information at credit reference agencies about such Users.

3 Price

- 3.1 You shall pay the Notified Price to us for all diesel fuel and associated Products. We reserve the right to vary rebates, discounts, allowances, premiums, card charges or surcharges at any time.
- 3.2 All other Products will be charged at prices notified to you from time to time.
- 3.3 All prices are subject to Value Added Tax which, where applicable, shall be added to the relevant charge.

4 Payment

- 4.1 We will send you a weekly invoice or statement of charges for all Products purchased by you or at such other intervals as may be agreed between us from time to time.
- 4.2 Payment of our charges shall be made by the due date determined by us and communicated to you from time to time. The payment shall be made in full and cleared funds by way of a direct debit transfer to such account as notified by us to you, or in any other way as may be agreed between us.
- 4.3 You shall at all times:
- 4.3.1 maintain a bank account capable of accepting direct debits;
- 4.3.2 provide us with an effective direct debiting mandate against such account;
- 4.3.3 ensure that every direct debit is properly implemented.
- 4.4 We may require payment of a Deposit for the issue of Cards or for maintenance of the Credit Limit.
- 4.5 If for any reason you have not paid our charges in full by the due date we reserve the right to charge interest on your account at the rate of 5% per annum above the base rate of Royal Bank of Scotland Plc, payable from the due date until the date full payment has been received.
- 4.6 If a direct debit is returned unpaid we reserve the right to charge an administration fee each time it occur
- 4.7 It is your responsibility to advise us if for any reason you have not received any invoice and this will not affect your obligation to pay all amounts properly due.
- 4.8 For the avoidance of doubt you are responsible for informing us of all changes to your contact details, including your address and e-mail address.

5 Use of Cards

- 5.1 The Card may be only used by you and your authorised Users. You are responsible for the safe keeping of the Card by you and your authorised Users.
- 5.2 The User shall present the Card at the Site prior to entering into any transaction for the purchase of Products.
- 5.3 The Card may only be used to obtain the Products at the Site as authorised.
- 5.4 Ownership of the Cards shall not pass to you or any authorised User at any time.
- 5.5 The Card may only be used up to the expiry date stated on the Card.
- 5.6 We may cancel the Card at any time without notice or refuse to issue a replacement Card.
- 5.7 Possession of the Card does not confer any right to acquire the Product.
- 5.8 You are responsible for ensuring that all receipts are obtained and used for the purposes of reconciliation against each invoice.
- 5.9 We will make copies of records of transactions available to you on request for a period of up to three months prior to the date of your request.
- 5.10 We shall be entitled to charge a reasonable fee for each copy receipt provided (or such other reasonable fee as we may specify from time to time).
- 5.11 You shall be liable to pay us for all amounts due under the relevant Card transaction, including, where the Card identifies specific vehicles, the transaction is in respect of a vehicle other than that identified on the Card.
- 5.12 You shall ensure that no Card remains in the possession of any person who has ceased to be an authorised User.
- 5.13 You will bear all risk of loss, damage or theft of the Card from the date of despatch of the Card to you.
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- 5.13 You will bear all risk of loss, damage or theft of the Card from the date of despatch of the Card to you.



Fuel Card Terms and Conditions continued

6 Pin Numbers

- 6.1 A four digit PIN Number may be allocated to each Card.
- 6.2 PIN Numbers will be treated as confidential information and should at all times be kept entirely separate from the Card.
- 6.3 You shall ensure that all Users keep PIN Numbers safe at all times.
- 6.4 You shall ensure that a PIN Number is not disclosed or shared with any third parties or unauthorised persons under any circumstances.
- 6.5 If you have a reason to suspect that a PIN Number has been disclosed to a third party or an unauthorised person you must immediately notify us in accordance with Condition 7 below.
- 6.6 A PIN Number is only for use at outdoor terminals within the Network.

7 Lost or stolen cards

- 7.1 If a Card is lost, stolen or has not been received by you when due or a PIN Number has been compromised, you must immediately notify us via email cardservices@highlandfuels.co.uk or, by calling +44 (0) 1463 217317.
- 7.2 In circumstances where a Card is stolen, you must obtain a crime reference number from the police and we may, at our sole discretion:
 - 7.2.1 Immediately terminate the Agreement; or
 - 7.2.2 Provide you with a replacement Card, if required.
- 7.3 You will remain liable for all transactions made with such lost or stolen Card until the Card Operator has cancelled the Card up to two working days.
- 7.4 You must co-operate with us and the police to help recover any Card. If we suspect that the Card is lost or stolen, then we may give the police any relevant information and take appropriate action.
- 7.5 If you recover the Card that has been reported as lost or stolen, it must be destroyed.

8 Resale

- 8.1 The use of the Products purchased through use of the Card must only be for the vehicles used in your business and shall not be resold or otherwise supplied to any other persons.

9 Indemnity – Health and Safety

- 9.1 You shall fully indemnify us and keep us fully indemnified against all liability including liability in respect of any damage to our or your property or the death or personal injury of your respective employees or resellers arising out of or in connection with the use of the Card, the Sites or the Product except where damage to property, death or personal injury is caused by our own negligence.
- 9.2 You will draw to the attention of any Users, who are handling or using the Products, any instructions, warnings or suggestions regarding use or storage of the Products and shall ensure compliance by all Users with such instructions.
- 9.3 You shall indemnify us in respect of any loss or liability whatsoever or whensoever suffered or incurred by us because of any breach by you of Condition 9.2 or by reason of your failure to comply with any instructions referred to in Condition 9.2.

10 Our Liability

- 10.1 Nothing in these terms and conditions shall exclude or limit our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation or for any other liability which cannot be excluded by law.
- 10.2 We shall not be liable for any indirect or consequential loss or damage and we do not accept any liability save where expressly accepted under this Agreement.
- 10.3 Subject to Condition 10.1, our aggregate liability to you in respect of each claim or series of claims arising out of or in connection with the use of a Card (including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise) will be limited to a maximum of £5,000.
- 10.4 You will indemnify us from and against any and all losses, claims, costs, demands or expenses which we may incur as a result of unauthorised use of a Card or by reason of any negligence, fraudulent, dishonest or criminal conduct relating to the use of the Card by you or any User.
- 10.5 The terms of this Condition 10 shall continue in force notwithstanding the termination of this Agreement.

11 Termination

- 11.1 This Agreement may be terminated by you at any time without cause by giving us not less than thirty (30) days' prior written notice.
- 11.2 This Agreement may be terminated by us at any time without cause by giving you immediate written notice of termination.
- 11.3 We may terminate this Agreement by giving you immediate written notice of termination in the following circumstances:
 - 11.3.1 You commit a material breach of any of these conditions;

- 11.3.2 Any of the events mentioned in the Condition 7 occurs;
 - 11.3.3 If a force majeure event continues in accordance with Condition 15;
 - 11.3.4 You have a liquidator appointed over all or part of your property or business;
 - 11.3.5 You suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or (being a company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 ;
 - 11.3.6 You have a receiver or administrator or administrative receiver appointed over all or part of your property or business; or
 - 11.3.7 We receive notification from our insurers that your credit insurance cover has been reduced or withdrawn.
- 11.4 This Agreement shall automatically terminate on expiry or termination of the Reseller Agreement.

12 Consequences of Termination

- 12.1 Immediately upon termination of this Agreement for any reason:
 - 12.1.1 You shall ensure that all Cards are destroyed.
 - 12.1.2 The whole outstanding balance of your account shall (at our discretion) become due and payable in full; and
 - 12.1.3 All rights to use Cards shall cease.

13 Closing Account

- 13.1 You may close your account by giving us not less than thirty (30) days' prior written notice.
- 13.2 You 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.
- 13.3 You shall only cancel the direct debit mandate with us only after all outstanding payments have been discharged.
- 13.4 You are responsible for paying for transactions made using any one of the Cards after closing of your account.
- 13.5 Your account will be closed only when all outstanding amounts and liabilities under these terms and conditions are paid and discharged.

14 Data Protection

- 14.1 If and to the extent we process any Customer Data we will comply in all material respects with the data protection laws and will use and process the personal data in accordance with our privacy policy, a copy of which is available from the our website or on request. In particular, we may supply the Customer Data to third parties such as credit reference agencies in order to determine your or your Users' credit status, and will disclose information to sub-contractors and the Card Operator (where applicable).
- 14.2 You shall inform all Users that their personal data may be held, processed and used in ways provided for in our privacy policy.

15 Force Majeure

- 15.1 We will not be liable for any delay or failure to carry out our obligations under this Agreement where the delay or failure arose as a consequence of matters beyond our reasonable control including (but not limited to) fire, flood, war, acts of terrorism, epidemics or pandemics, acts of God, government actions, strikes, lock outs, fuel shortages and any error or other failure of or affecting any Card Operator or supplier.
- 15.2 Where such event occurs, we may suspend or terminate this Agreement.

16 Assignment

This Agreement shall not be assignable in whole or in part by you without our prior written consent.

17 General

- 17.1 We may vary the terms of this Agreement at any time by providing you with written notice of such variation.
- 17.2 Unless stated otherwise, the Card does not entitle you to participate in any of our special offers that may be available from time to time.
- 17.3 Information about your account will be registered with a Licensed Credit Reference Agency and may be used to make decisions on providing credit, or for prevention of fraud or the tracing of debtors.
- 17.4 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

18 Governing Law

This Agreement is governed by the laws of Scotland and in the event of any dispute between us, the matter will be determined by the Scottish courts.