

The use of the Countrywide Energy - Fuel Card is governed by the following terms and conditions:

1. Definitions

(a) In these conditions "The Company" means Countrywide Farmers Plc (t/a Countrywide Energy) 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 of Bunkering 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 in whose name the account is maintained and includes any other person acting on behalf 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) "Notified Price" means the price notified to the Cardholder by the Company on a monthly/weekly basis or on any other basis the Company sets as a result of market conditions.

2. Charges

The Company may charge a fee to the Cardholder for issue of the Card either on setting up of the account or upon replacement or renewal of the Card depending on particular circumstances.

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 of the Cardholder to the extent of the Credit Limit up to twelve months from the date of issue.

(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.

4. Price

(a) All diesel fuel is chargeable at the Notified Price. The Seller reserves the right to vary surcharges at any time.

(b) All other Products will be charged at a price available from the Company.

(c) 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 a statement of charges (by post or email) 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 will be invoiced on a weekly basis. Payment shall be made by way of direct debit on the account of the Cardholder on or before the 14th day following the date of issue 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) ensure that every direct debit properly instanced by the Company against such account is duly met.

(c) If for any reason the Cardholder has not paid the full invoice 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 Barclays Bank Plc, payable from the due date until the date full payment has been received.

(d) Upon the Cardholder going into liquidation, whether compulsory or voluntary, or having a receiver or administrator or administrative receiver appointed over all or part of its property or business, 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.

(e) If a direct debit drawn by the Company on the Cardholders account 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.

6. Invoicing

All Cardholders will receive a hard copy invoice.

The customer is responsible for informing the Company of any change of trading detail, address etc. The Company cannot take responsibility for loss or invoices not being received through the postal system.

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 may only be used by the Cardholder and the Cardholder is responsible for the safe keeping of the Card and the prevention of unauthorised use.

(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 may only be used up to the noted expiry date.

(e) The Company may cancel 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.

(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 Account Holder to ensure that the Authorised User returns the receipts to the Account Holder 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 £5.00 plus VAT for each copy receipt provided (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 Account Holder or Authorised User. Such Cards do not provide additional security. The Account Holder shall be liable to pay Fuel Cards Direct Limited 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.

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 9.

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

10. Lost Or Stolen Cards.

(a) If a Card is lost or stolen the Cardholder must immediately notify the Company at such address the Company may specify from time to time.

(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 or the Cardholder's authorised representative gave the relevant Card to an unauthorised person; or
- (ii) The loss of the Card was due to the gross negligence of either the Cardholder or the Cardholder's authorised representative; or
- (iii) The Cardholder or the Cardholder's authorised representative 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.

11. Resale

Except where expressly agreed in writing by the Company with the Cardholder, product 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 their respective employees or agents arising out of or consequent upon the use of the Card, the Sites or the Product not being damage to property, death or personal injury caused by the negligence of the Company.

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

(c) The Cardholder shall indemnify the Company in respect of any loss or liability whatsoever or whensoever 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 or the Cardholder's authorised representative 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.

(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.

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 is governed by the Law of England and the parties submit to the exclusive jurisdiction of the English Courts.