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Terms and Conditions of Use of Card

The following Terms and Conditions shall apply to,
and govern the use of, all cards issued by Rix Petroleum
(Hull) Limited.

Rix Petroleum Limited
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TERMS AND CONDITIONS OF USE OF CARD

The following Terms and Conditions shall apply to, and govern the use of, all cards issued by Rix Petroleum (Hull) Limited.

The Customer's attention is in particular drawn to the provisions of condition 18.3.

1. Definitions and Interpretation

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

Agreement: means the binding contract between the Company and the Customer governing the operation of the Customer's account and the use of any Card(s) which incorporates these Terms and Conditions together with the Application Form;

Application Form: means the online or paper application form headed "Rix Diesel Direct Card Request Application", completed and signed by the Customer or submitted online, to which these Terms and Conditions are incorporated;

Authorised Cardholder: means any person to whom the Customer has provided a Card who is authorised by the Customer to use the Card on the Customer's behalf (such as the driver or vehicle named or specified on the Application Form);

Card: means any card issued by the Company to the Customer which can be used to obtain the Products and/or Services from Suppliers;

Card Operator: means the company or business which authorises the Company to issue the Cards to Customers;

Company: means Rix Petroleum (Hull) Limited, Company number 567133, whose registered office is at Witham House, 45 Spyvee Street, Hull, HU8 7JR;

Credit Limit: means the maximum amount expressed in money terms of unpaid transactions, whether invoiced or not, that can be outstanding on a customer account at any point in time as set by the Company and notified to the Customer from time to time;

Customer: means any person, sole trader, firm, partnership or limited company that is a party to the Agreement and who is specified in the Application Form and in whose name the account relating to the Card(s) is to be held;

PIN: means the Personal Identification Number issued for use in conjunction with a Card;

Products: means the products which the parties agree from time to time can be purchased with the Card such as diesel, lubricants, gas and oil and forecourt shop goods;

Services: means the services which the parties agree from time to time can be purchased with the Card such as car wash and forecourt services;

Supplier: means any service station or other supplier of Products and Services from time to time nominated by the Company or the Card Operator within a network of participating sites who has been approved and authorised by the Company or the Card Operator to accept payment for Products and Services by means of a Card;

Weekly Price: means the fixed weekly price per litre for fuel which will be available to the Customer on a weekly basis.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these Terms and Conditions.

1.6 Where the Customer is a person and there is only one Authorised Cardholder, references below to the Authorised Cardholder shall also mean the Customer and vice versa.

1.7 Where the Customer consists of two or more persons such expression throughout shall mean and include such two persons and each or any of them. All obligations of the Customer are joint and several obligations of such persons.

2. Acceptance

2.1 All Application Forms and applications for the issue of Cards shall be accepted at the absolute discretion of the Company and shall be subject to these Terms and Conditions.

2.2 The Customer's completion and signature of the Application Form or submission of a completed Application Form by fax or e-mail shall be deemed to be an offer by the Customer to open an account with the Company subject to these Terms and Conditions and to enter into an Agreement.

2.3 No binding Agreement is created between the Company and the Customer until the Company notifies the Customer of the account in writing. All prior correspondence or oral communications are to be regarded as superseded and not forming part of the Agreement.

2.4 Signature of the Application Form, submission of the Application Form by fax or e-mail or signature of and/or use of a Card by the Customer or Authorised Cardholder constitutes acceptance of these Terms and Conditions by the Customer which will apply to the exclusion of all other terms and conditions and will supersede and shall be taken to override any terms and conditions proposed or stipulated by the Customer and any literature setting out the use of the Card provided by the Company.

2.5 All drawings, brochures, descriptive matter, price lists or advertisements howsoever supplied are approximate only and intended for general guidance and information purposes only and shall not form part of the Agreement. The parties hereby acknowledge and confirm that they have not entered into the Agreement in reliance upon any representation or warranty or other undertaking not fully reflected in the terms of the Agreement.

2.6 Any variation to these Terms and Conditions shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company or any Supplier which is not set out in the Agreement. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

3. Ownership of the Cards

The Cards remain the property of the Company at all times and shall be returned to the Company by the Customer promptly at the Company's request.

4. Authorised Cardholders

4.1 The Customer may provide a Card to such Authorised Cardholders as the Customer shall determine. The Customer will determine (subject to condition 6 below) whether or not the Card will bear the registration number of the vehicle to which the Card relates or the name of the Authorised Cardholder. Such information shall be provided to the Company in the Application Form.

4.2 The provision of a Card to an Authorised Cardholder shall be deemed as the Customer giving such Authorised Cardholder authority to use the Card for the purchase of Products and/or Services from the Supplier as a duly authorised representative of the Customer.

4.3 The Customer will ensure that the Authorised Cardholder complies with these Terms and Conditions and any terms and conditions of the Card Operator as notified to the Customer from time to time.

4.4 The Customer shall ensure that no Card remains in the possession of any person who has ceased to be an Authorised Cardholder such as ex-employees.

5. Issue of Cards

5.1 If an Application Form is accepted by the Company and an Agreement is formed, Cards will be despatched by the Company to the Customer's address as set out in the Application Form.

5.2 All risk of loss will pass to and be borne by the Authorised Cardholder from the date of despatch of the Card.

5.3 The Customer shall receive under a separate and sealed envelope a PIN for each and every Card supplied to the Customer for use in the United Kingdom.

5.4 No Card will be valid unless the signature strip on the reverse of the Card has been completed.

5.5 The Company will endeavour to notify the Customer when a Card

is due for renewal but it is the Customer's responsibility to arrange a timely replacement of any Card(s) held before the relevant expiry date and to request new Card(s) when any Card is lost, stolen or damaged. The Company shall not be liable for any direct, indirect or consequential loss suffered by the Customer as a result of the Customer's failure to request any renewal or replacement Card in accordance with this condition.

5.6 All requests for additional Cards must be made in writing.

6. Use of the Cards

- 6.1 The issue of Card(s) to the Customer shall authorise the Customer and any Authorised Cardholder to use the Card(s) to obtain Products and/or Services from Suppliers.
- 6.2 The Card(s) are issued purely as a convenience to the Customer and the possession of such Card(s) shall not confer any right or entitlement upon the Customer or any Authorised Cardholder to receive supplies of Products or Services from the Company or any person on their behalf.
- 6.3 The Card remains the responsibility of the Customer at all times and may only be used:
- (a) to obtain Products and/or Services of a specified nature from Suppliers within the Credit Limit depending and in accordance with any restrictions relating to the Card or notified to the Customer from time to time;
 - (b) by the Customer or an Authorised Cardholder to obtain Products and/or Services from a Supplier which accepts the Card;
 - (c) if the Customer or Authorised Cardholder presents or shows the Card to the Supplier prior to the purchase of Products or Services (if applicable);
 - (d) if the Customer or Authorised Cardholder inputs the PIN where required by the Supplier;
 - (e) if it is a current Card that has not expired or been stopped or cancelled and during the period of validity embossed on the Card;
 - (f) in accordance with these Terms and Conditions and any particular instructions or procedural requirements indicated by the Supplier;
 - (g) if it has not been reported as lost or stolen in accordance with condition 15.
- 6.4 The right is reserved by the Company to unilaterally withdraw at any time any entitlement to purchase the Products and/or Services for which the Card can be used and to issue to the Customer a new Card indicating the appropriate Products and/or Services in replacement of the previous Card.
- 6.5 The Customer shall be liable for all purchases made using the Card(s) subject to condition 15 irrespective of the driver or vehicle in respect of which the Supplies were made.
- 6.6 The Customer shall be solely responsible for the safe-keeping and security of any Cards issued to it and for their correct use in accordance with these Terms and Conditions, whether by the Authorised Cardholder or by the Customer.
- 6.7 It is the Customer's responsibility to prevent fraudulent use of the Cards.
- 6.8 All Cards shall be used only for the purchase of Products and/or Services from a Supplier and shall not be used as the basis of cheque guarantee or for other similar use.
- 6.9 Cards designated for use by a named driver and/or vehicle are issued to the Customer as a management information tool only. Such Cards may provide additional security when they are used properly but cannot be guaranteed to do so.
- 6.10 The Customer shall ensure that any Authorised Cardholder shall not tamper with or try to alter or interfere with the fuel monitoring device or fuel delivery equipment at the site of any Supplier. In the event there appears to be a defect or fault in such monitoring or fuel delivery equipment the Customer shall forthwith report the same to the Supplier.

7. Purchase of Products and/or Services

The Customer acknowledges that use of a Card for the purchase of Products and/or Services constitutes a purchase of such Products and/or

Services from the Company through the agency of the relevant Supplier of such Products and/or Services.

8. Price of Goods and/or Services

- 8.1 The Customer must pay for all Products and/or Services purchased on any Card.
- 8.2 Unless otherwise agreed in writing, the price for bunker diesel fuel is the Weekly Price and all other Products and/or Services will be charged at a price available from the Company.
- 8.3 The Company reserves the right to vary rebates, discounts, allowances, premiums or surcharges at any time and reserves the right to make an administration charge in respect of any stopped or replacement Cards.
- 8.4 All prices are subject to all Government or other taxes, duties, levies, charges, surcharges, assessments or impositions where applicable at the appropriate rate.
- 8.5 The Company may alter or withdraw the Weekly Price at any time by giving notice to the Customer and may alter or withdraw any other price quoted at any time without notice.

9. Additional Charges

- 9.1 The Company may charge a fee to the Customer for the issue of each Card (either on setting up of the Customer's account and/or upon replacement or renewal of the Card) and/or may charge an annual fee for the account in the Company's discretion.
- 9.2 The Company may charge such other reasonable fees and charges as are notified to the Customer from time to time.
- 9.3 The Company may also charge a fee to the Customer for any card issued to the Customer that has not been used in any one month.

10. Payment

- 10.1 An invoice will be sent to the Customer periodically in arrears detailing all purchases on the Customer's account processed to the date of the raising of the relevant invoice. No invoice will be sent if no purchases have been made in a relevant period.
- 10.2 Payment of all invoices shall be made on the due date for payment determined by the payment terms specified by the Company from time to time in full and cleared funds in one payment by direct debit to such account as is notified by the Company to the Customer, unless otherwise agreed in writing by the Company and the Customer. Any such agreement shall provide that payments of the whole amount of credit shall be payable within specified periods and the number of repayments for the whole amount of the credit incurred during that specified period shall not exceed one.
- 10.3 For the avoidance of doubt, if the direct debit payment due date falls on a Saturday, Sunday or Bank Holiday, payment will be taken on the following working day.
- 10.4 The Company reserves the right, in its absolute discretion, to withdraw or alter any agreed credit facility at any time without notice. If the Company offers credit in respect of any particular transaction this does not create an obligation on the Company to offer credit in the future, and the Company may require payment in advance or security for payment before providing any Products or Services notwithstanding any subsisting agreement to provide credit to the Customer.
- 10.5 All sums due to the Company shall be immediately due and payable on demand despite any other provision of these Terms and Conditions.
- 10.6 If the Customer purchases Products and Services to a value in excess of the Credit Limit the Company reserves the right to take payment for the full amount by direct debit at any time upon becoming aware that the Customer has exceeded the Credit Limit.
- 10.7 In order to comply with the direct debit requirement the Customer shall at all times:
- (a) maintain a bank account capable of accepting direct debits;
 - (b) keep the Company provided with an effective direct debiting mandate against such account;
 - (c) ensure that every direct debit properly instanced by the Company against such account is duly met.
- 10.8 If a Customer's payment by direct debit fails or a cheque is not honoured, the Company shall be entitled to charge the Customer a

reasonable fee to cover administration costs for each failed presentation.

- 10.9 If the Customer fails to pay the Company any amounts payable to the Company on the due date for payment, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment.
- 10.10 The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.11 All payments by the Customer or any credits or refunds due to the Customer will be applied first in settlement of any interest owed to the Company by the Customer and secondly in reduction of the Customer's other indebtedness to the Company. No claim by any Customer or Authorised Cardholder against any Supplier shall entitle the Customer to set off or counterclaim against the amounts due to the Company.

11. Electronic Invoices

- 11.1 The Company may, in its absolute discretion, give the Customer the option to receive electronic invoices rather than hard copy invoices. For any Customer requesting to receive invoices via e-mail an electronic invoice or the provision of access to such a document will be sent or provided on behalf of the Company at regular intervals or at such times as are agreed by the Company. Invoicing electronically will be without additional charge to the Customer, although the Company reserves the right to vary these terms or to revert to invoicing by traditional postal means without notice.
- 11.2 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.

12. Customer Queries

The Customer may request from the Company copies of sales vouchers for transactions made on their Card(s) provided that the transaction took place not more than 3 months prior to the date of the request. The Company shall be entitled to charge a reasonable fee for each copy voucher.

13. Termination/Cancellation

- 13.1 Unless otherwise agreed in writing, the Agreement may be terminated by either party at any time for any reason with immediate effect by giving the other party written notice.
- 13.2 The Company will stop or cancel an individual Card on the Customer's request. Cancellation or stoppage of a Card will prevent renewal of the Card on expiry.
- 13.3 The Company may stop or cancel any individual Card at any time for any reason without notice.

14. Consequences of Termination or Cancellation

- 14.1 In the event of termination, cancellation or stoppage the whole outstanding balance of the Customer's account shall (at the Company's discretion) become due and payable in full and cleared funds to the Company and the Customer must stop using the Card(s) and must ensure that all Authorised Cardholders cease using the Card(s). If the Customer or any Authorised Cardholder uses or attempts to use any Card after cancellation, stoppage or termination the Company may make an administration charge.
- 14.2 Notwithstanding any other provisions of the Agreement, the Customer will remain liable in respect of any transactions made with the Card after its cancellation or after termination of the Agreement.
- 14.3 The termination of the Agreement, howsoever arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The Terms and Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

15. Lost or Stolen Cards and Security

- 15.1 If a Card is lost, stolen (including constructive theft as a result of any person in possession of a Card having ceased to be an Authorised Cardholder through termination of employment or otherwise), mislaid, damaged, fraudulently reproduced or subject to such other similar circumstances or not received by the Customer when due, the Customer must immediately notify the Company of such event by e-mail, fax or telephone (the "Customer's Notification"). The Customer should note that, for the purposes of the Customer's Notification, proof of sending is not proof of receipt.
- 15.2 When the Company receives the Customer's Notification it will notify the Card Operator and will issue a written note to the Customer either by fax or e-mail confirming the date and time of such notification to the Card Operator. Provided condition 15.1 has been complied with, the Customer shall have no further liability for Card transactions made after the Card Operator has been able to effect the stop at all sites other than for transactions made by the Customer or Authorised Cardholder.
- 15.3 The Customer shall ensure that it and its Authorised Cardholders keep the Card and PIN safe at all times. The PIN must not be written on the Card and if it is necessary to keep a written record of the PIN it shall be adequately disguised so as to prevent unauthorised use. The PIN must not be disclosed by the Customer or Authorised Cardholder to any other person.

16. Resale

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

17. Change of Details

The Customer shall forthwith notify the Company in writing of any changes in the Customer's name, address, bank details, or any change of control of the Customer, including any change of legal entity.

18. Limitation of Liability

- 18.1 Subject to the other provisions of these Terms and Conditions the provisions of this condition 18 set out the entire financial liability of the Company.
- 18.2 Nothing in these Terms and Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or for fraud or fraudulent misrepresentation.
- 18.3 Subject to condition 18.2:
- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to 85% of the maximum limit of the Company's insurance or, if the claim is not covered by the Company's insurance or no payment is received by the Company from such insurers, to £100,000; and
 - (b) the Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement; and
 - (c) the Company shall not be liable to the Customer for any loss resulting from the condition, quality or efficiency of any fuel or other Products or Services or arising out of or in connection with the storage, use or handling of the Products or Services under the Agreement.
- 18.4 The Company accepts no liability and gives no warranty, express or implied, whether arising by common law or statute under the Agreement in relation to any Products or Services supplied to the Customer or any Authorised Cardholder as a result of use of the Card and the Company's only liability is in relation to the Card itself.
- 18.5 The Customer shall draw the attention of any Authorised Customers, employees and agents or any persons whosoever handling or using the Products on his behalf or having access to them to any instructions, warnings or suggestions concerning the methods whereby or the conditions whereupon they should be

used or handled 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 condition.

19. Data Protection

The Company will comply with the Data Protection Act and will use and process the Customer's personal data in accordance with the Company's privacy policy, a copy of which is available from the Company's website or on request. In particular, the Company may supply the Customer's personal data to third parties such as credit reference agencies in order to determine the Customer's credit status, and will disclose information to sub-contractors and the Card Operator (where applicable).

20. Force Majeure

If the performance of the Agreement by the Company shall be delayed by any circumstances or conditions beyond the reasonable control (including without limitation, fire, flood, war, acts of terrorism, acts of God, government actions, strikes, lock outs and fuel shortages) of the Company, the Company shall have the right at its option: (a) to suspend further performance of the Agreement until such time as the cause of the delay shall no longer be present; or (b) to be discharged from further performance of and liability under the Agreement.

21. Assignment

- 21.1 The Company may assign the Agreement or any part of it to any person, firm or company.
- 21.2 The Customer shall not be entitled to assign the Agreement or any part of it without the prior written consent of the Company.

22. General

- 22.1 Each right or remedy of the Company under the Agreement is without prejudice to any other right or remedy of the Company whether under the Agreement or not.
- 22.2 If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.
- 22.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement.
- 22.4 Any waiver by the Company of any breach of, or any default under, any provision of the Agreement by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.
- 22.5 The parties to the Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 22.6 The Company reserves the right to sub-contract the fulfilment of the Contract or any part thereof.
- 22.7 The formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

23. Communications

- 23.1 All communications between the parties about the Agreement shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or e-mail:
- (a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer or in the case of faxes or e-mail to the fax number or e-mail address notified to the Customer by the Company from time to time; or
- (b) (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Agreement or such other address as shall be notified to the Company by the Customer or in the case of faxes or e-mail to the fax number or e-mail

address notified to the Company by the Customer from time to time.

- 23.2 Communications shall be deemed to have been received:
- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by fax or e-mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 23.3 Communications addressed to the Company shall be marked for the attention of a servicing director or Company Secretary of the Company.

24. Variation

The Company reserves the right at all times to vary any of the terms of the Agreement and such variation shall take effect 30 days after written notice of such variation is served on the Customer by the Company provided always that upon receipt of such variation the Customer shall be entitled to serve 30 days written notice to terminate within the 30 day period such notice to have the effect of postponing any changes as regards the Customer until the day of termination, or at any date reached by mutual agreement.