



GENERAL TERMS AND CONDITIONS OF SALE FOR FUEL CARDS AND OTHER PRODUCTS & SERVICES TO COMMERCIAL PARTIES

THESE CONDITIONS CONTAIN EXCLUSIONS AND LIMITATIONS

1. DEFINITIONS

1.1. In these Conditions, the following definitions apply:

“Business Days” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Business Hours” means 08:30 to 17:00 on a Business Day.

“Card” means any card issued to the Customer by the Seller for the purposes of purchasing Products or Services.

“Card Issuer” means the third party who issues the Card and with whom the Seller has entered in to an agreement to sell and distribute their Card.

“Cardholder” means a person to whom the Customer has provided a Card (or to whom the Customer has instructed the Seller to provide a Card).

“Conditions” means these general terms and conditions of sale for fuel cards and other products and services to commercial parties.

“Contract” means the agreement between the Customer and the Seller that is subject to the Conditions.

“Credit Event” means where:

- (a) the Customer’s financial position deteriorates to such an extent that in the Seller’s opinion the Customer’s capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (b) the Seller’s trade or credit insurance provider withdraws, reduces or limits cover generally or specifically in relation to the Customer (or otherwise gives notice that it may do so);
- (c) the Customer fails to pay any amount under this Contract on the due date for payment.

“Customer” means a person or party that has entered in to a Contract for the supply of Cards from the Seller.

“Force Majeure Event” means any event beyond a party’s reasonable control, including but not limited to strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, adverse weather causing delays and/or dangerous driving and/or working conditions for the Seller’s (or its agent’s or contractor’s) staff and vehicles, inability to obtain product at a price which is commercially viable for the Seller, equipment or transportation or failure of public or private telecommunications networks.

“Intellectual Property” means patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including

rights in computer software) and topography rights; know-how, lists of suppliers and customers and other proprietary knowledge and information; internet domain names; rights protecting goodwill and reputation and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition.

“**Party**” means the Customer or the Seller and “**Parties**” shall mean the Customer and the Seller.

“**PIN**” means the Cardholder’s personal identification number.

“**Product**” means fuel or motoring goods that may be purchased using the Card. Other restrictions relating to the Product may be communicated by the Seller or the Card Issuer from time to time.

“**Regulations**” means the laws, rules, regulations, decrees, agreements, concessions and arrangements with governments, government instrumentalities or public authorities in relation to the Cards insofar as such Regulations affect the Seller or the Seller’s supplier(s).

“**Retailer**” means a retailer or other seller who is able to process Card transactions.

“**Seller**” means WFL (UK) Limited, company number 00594001.

“**Service**” means a fuel or motoring service that may be purchased using the Card. Other restrictions relating to the Service may be communicated by the Seller or the Card Issuer from time to time.

“**Tax**” means all taxes or other charges, levies, fees, obligations, imposts or costs (except for the Seller’s taxes based on income) that are imposed from time-to-time by any government authority or agency or regulatory body on the privilege of buying, selling, delivery or supply of the Products and/or Services existing at the time of any transaction hereunder. Tax includes, but is not limited to: VAT, GST, mineral oil tax, sales tax, use tax, fuel duty, excise duty, Renewable Transport Fuel Obligation, Motor Fuel Greenhouse Gas Emissions Reporting Regulations, and any amendments or updates thereto.

2. ACCEPTANCE & AGREEMENT

- 2.1. Use of a Card by the Customer or a Cardholder constitutes acceptance of these Conditions which supersede any terms and/or conditions proposed by the Customer and any other representations or statements made by the Seller or the Card Issuer.
- 2.2. The Customer acknowledges and agrees that:
 - 2.2.1. these Conditions govern the use of the Card by the Customer and the Cardholder(s); and
 - 2.2.2. the Customer’s purchase of Product and/or Services from the Seller shall be governed by the Seller’s General Terms and Conditions of Sale (available at: <https://watsonfuels.co.uk/Terms/#commercial-terms-and-conditions>) or such other written agreement entered in to by both the Customer and the Seller.
- 2.3. The Parties hereby acknowledge and agree that they have not entered in to the Contract in reliance upon any representation or warranty or other undertaking that is not explicitly set out in the Contract.
- 2.4. The Seller may amend these Conditions from time to time and use of the Card shall be subject to those Conditions that are in force at the time that the Card is used. These Conditions and any subsequent update or amendment shall be available at: <https://watsonfuels.co.uk/policies/#terms-&-conditions>.
- 2.5. **Exempt Agreement:** The Customer and the Seller expressly acknowledge and agree that:
 - 2.5.1. the Contract is an agreement to finance the purchase of Products and Services from a limited network of Retailers;
 - 2.5.2. any credit that may be extended to the Customer is to be paid in one instalment as set out in Conditions 5.1 and 5.2;

2.5.3. any loan that may arise shall be for an amount equal to the value of the purchase made using the Card(s); and

2.5.4. subject to Conditions 4, and 5, any credit shall be provided without interest or significant charges.

3. ACCOUNT SET UP, ISSUE OF CARDS, USE OF CARDS

3.1. The Customer acknowledges and agrees that at all times the Card remains the property of the Card Issuer and the Card shall be returned to the Seller promptly upon request.

3.2. The Customer may provide Card(s) to Cardholders at its reasonable discretion. The provision of a Card to a Cardholder shall be deemed as giving that Cardholder authority to use the Card for the sole purpose of purchasing Products and/or Services from the Seller.

3.3. **At all times, the Customer is responsible for and liable for the storage, provision and use of the Cards.** The Customer shall ensure that Cards are kept safely and securely and that Cardholders shall comply with these Conditions.

3.4. The Card may only be used:

3.4.1. by a Cardholder for the **sole purpose of purchasing fuel or motoring Products and/or fuel or motoring Services** from the Seller (whether directly or via a Retailer);

3.4.2. within the United Kingdom; and

3.4.3. during the period of validity shown on the Card.

3.5. If a PIN is issued with a Card then it shall:

3.5.1. only be used by the Customer and relevant Cardholder; and

3.5.2. not be disclosed by the Customer or the relevant Cardholder to any other person;

3.5.3. not be written nor recorded in such a manner that another person could understand nor compromised in any other way; and

3.5.4. be stored securely and/or destroyed upon being memorised by the relevant Cardholder.

3.6. The Customer shall notify the Seller via email at cards@watsonfuels.co.uk as soon as possible where the Customer believes that the security of a Card has in any way been compromised (including, but not limited to, where a Card or PIN has been lost, stolen, cloned or accessed by another person). The Seller's telephone line for reporting such Card security breaches is available at <https://watsonfuelcards.co.uk/get-in-touch/>.

3.7. Prior to agreeing to purchase Products or Services the Cardholder shall show the Card to the Retailer if requested to do so.

3.8. The Cardholder shall comply with the Retailer's processes and/or requirements in respect of any Card transaction.

4. PRICE, CARD ADMIN COSTS, SERVICE CHARGES

4.1. The Seller may charge a fee to the Customer for the issue of each Card (whether it is a replacement, additional or new Card). Details of the Seller's current fees are available upon request but may be subject to change unless otherwise agreed with the Customer.

4.2. Some Card transactions may be subject to an additional variable handling fee in addition to any price agreed with the Seller or the price prevailing at the time of the Card transaction. Details of these variable handling fees are available from the Seller upon request but may be subject to change from time to time.

4.3. Purchases of Product or Services that are not motoring-related may be subject to a variable handling fee in addition to any price agreed with the Seller or the price prevailing at the time of the Card transaction. Details of these variable handling fees are available from the Seller upon request but may be subject to change from time to time.

- 4.4. The price of Products and Services shall be as agreed with the Seller or otherwise as prescribed by the relevant Retailer.
- 4.5. All prices shall be subject to Tax.

5. PAYMENT TERMS, INVOICES & STATEMENTS, NO SET-OFF

- 5.1. The Seller shall invoice the Customer on a weekly basis unless otherwise agreed. Such invoices shall set out the purchases of Products and/or Services made since the previous invoice. Invoices shall be sent by email unless otherwise agreed; the Seller may charge an additional administrative fee for invoices sent by post.
- 5.2. The Customer shall pay the invoice by Direct Debit within the timescale set out in the relevant invoice. Where an invoice does not set out such a timescale, the Customer shall pay the invoice by Direct Debit with five Business Days of the date that the invoice was sent. If the payment date falls on a non-Business Day then payment will be made on the Business Day immediately prior to the payment date
- 5.3. The Customer shall ensure that at all times it shall:
- 5.3.1. maintain a bank account capable of accepting direct debits;
- 5.3.2. keep the Seller provided with a valid direct debit mandate; and
- 5.3.3. ensure that every invoice is paid on accordance with the applicable payment terms.
- 5.4. If the Customer fails to comply with Conditions 5.2 or 5.3 the Seller may charge the Customer an additional administration fee. Details of the applicable administration fees are available from the Seller upon request but may be subject to change from time to time.
- 5.5. If the Customer fails to make payment due to the Seller by the due date, then the Seller reserves the right to:
- 5.5.1. claim interest and costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and/or
- 5.5.2. withdraw, suspend, restrict, limit or cancel any or all of the Cards (and cancel or suspend any other contracts the Seller has with the Customer).
- 5.6. The Customer may request copies of sales vouchers for Card transactions that are up to three months old. The Seller shall not be obliged to provide copies of sales vouchers for Card transactions that are more than three months old. The Seller may charge an administration fee for each copy sales voucher. . Details of the applicable administration fees are available from the Seller upon request but may be subject to change from time to time.

6. TERMINATION, SUSPENSION OR CANCELLATION

- 6.1. The Seller reserves the right to withdraw, suspend, restrict, limit or cancel a Card at any time.
- 6.2. The Contract may be terminated by either Party giving at least thirty days' prior written notice.
- 6.3. A Party (the "**Terminating Party**") may terminate any Contract or Order with immediate effect by giving written notice to the other Party (the "**Defaulting Party**") if:
- 6.3.1. the Defaulting Party becomes Insolvent (or if the Seller reasonably believes that the Customer is likely to become Insolvent);
- 6.3.2. the Customer suspends, ceases or threatens to suspend or cease to carry on all or a substantial part of its business; and/or
- 6.3.3. the Customer suffers a Credit Event.
- 6.4. Where the Customer is a Defaulting Party all monies due under or in respect of the Contract shall become immediately due and payable by the Customer to the Seller.
- 6.5. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

- 6.6. Conditions which expressly or by implication survive termination of a Contract or Order shall continue in full force and effect.
- 6.7. Where the Contract is terminated the Customer's and each Cardholder's right to use the Card ceases immediately and the Customer shall cut the Cards in half and send the Cards to the Seller as soon as possible.
- 6.8. Where a Card is cancelled the Customer shall cut the corner off the Card and send it to the Seller as soon as possible.
- 6.9. Until the relevant Card is returned to the Seller, the Customer shall remain responsible for and liable for the use of a Card regardless as to whether that Card has been lost, stolen, cloned or cancelled and regardless as to whether the Contract has been terminated.

7. LIMIT OF LIABILITY AND CUSTOMER INDEMNITY

- 7.1. Nothing in these Conditions shall limit or exclude the Seller's liability for:
 - 7.1.1. death or personal injury;
 - 7.1.2. fraud or fraudulent misrepresentation;
 - 7.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 7.1.4. defective products under the Consumer Protection Act 1987; or
 - 7.1.5. any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
- 7.2. Subject to Condition 7.1:
 - 7.2.1. the Seller shall under no circumstances whatsoever be liable to the Customer for any loss of profit, wasted time or overheads, loss of goodwill, loss of contracts, loss of anticipated savings, increased cost of working or any indirect or consequential loss;
 - 7.2.2. the Seller's total liability to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed:
 - 7.2.3. in respect of loss or damage to physical property, £100,000 in relation to any one event or connected series of events; and
 - 7.2.4. in respect of all other losses, the price paid under the relevant Card transaction or £25,000 (whichever is the greater).
- 7.3. Notwithstanding any provision to the contrary, the Customer shall indemnify the Seller against all reasonable costs and expenses and/or losses sustained or incurred by the Seller (including any direct, indirect or consequential losses, loss of profit or reputation, damage to property, loss of opportunity, Taxes, professional and legal costs) which arise in connection with the Customer's (including the Cardholders', the Customer's employees', subcontractors' or agents') material breach of the Contract or negligence.

8. INTELLECTUAL PROPERTY

- 8.1. Intellectual Property in the following non-exhaustive list shall remain the property of the Seller and/or the Card Issuer and/ or their licensors (as applicable):
 - 8.1.1. any computer software or data supplied by or used by the Seller or the Card Issuer or any of their affiliates in performing the Contract;
 - 8.1.2. the content of any website or online services provided by the Seller or the Card Issue or any of their affiliates, including, but not limited to, all coding, text, images, links and web pages; and
 - 8.1.3. any other material(s) provided by the Seller or the Card Issue or any of their affiliates under the Contract.

- 8.2. The Customer shall not, and shall procure that Cardholders shall not (or knowingly allow others to) modify, create derivative works from, transmit, distribute, reverse engineer, decipher, decompile, disassemble, or reduce to human readable form, any computer software supplied or used by the Seller or the Card Issue or any of their affiliates pursuant to this Agreement.
- 8.3. All Intellectual Property which results from or is otherwise created pursuant to or for the purposes of the performance of this Agreement shall immediately upon creation vest in and become the property of the Seller or the Card Issue or any of their (as appropriate). The Customer shall take all necessary steps to assign and shall procure that Cardholders shall assign, such Intellectual Property to the Seller or the Card Issue or any of their affiliates (as appropriate).

9. DATA PROCESSING & CREDIT CHECKS

- 9.1. The Seller will use the financial and personal information that the Customer provides to:
 - 9.1.1. provide the Cards;
 - 9.1.2. process payments made in accordance with the Contract;
 - 9.1.3. inform the Customer about similar products or services that the Seller provides. The Customer may stop receiving these communications at any time by contacting the Seller.
- 9.2. The Seller may from time-to-time:
 - 9.2.1. check on the Customer's financial and/or personal information utilizing publicly available information such as the electoral role and public asset registers; and
 - 9.2.2. supply the Customer's financial and/or personal information to credit reference agencies ("CRAs") who will provide the Seller with information about the Customer (including, but not limited to, financial history). This is done to assess creditworthiness and product and service suitability, check identity, manage the Customer's account, trace and recover debts and prevent criminal activity. The Seller will also continue to exchange information about the Customer with CRAs on an ongoing basis, including information regarding settled accounts and any debts not fully repaid on time. CRAs will share this information with other organisations. The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail at <http://www.experian.co.uk/crain/index.html>
- 9.3. More information on how the Seller collects and uses personal information and the Customer's rights is available in the Seller's Privacy Notice at: <https://watsonfuels.co.uk/policies/#privacy--notice>. The Seller will not give personal data to any other third party except as described in this Condition 8.1 and/or as set out in the Seller's Privacy Notice. The Seller may transfer personal information outside the European Economic Area provided it is always covered by adequate data protection standards.

10. FORCE MAJEURE

- 10.1. Neither Party shall be liable for any failure or delay in performing its obligations as a result of any Force Majeure Event.

11. ASSIGNMENT

- 11.1. The Customer may not assign or otherwise transfer any of its rights and obligations under the Contract to any third party without the prior written consent of the Seller, such consent not to be unreasonably withheld.
- 11.2. The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights or obligations under the Contract.

12. NEW REGULATIONS & CHANGES TO REGULATIONS

- 12.1. The Customer acknowledges and agrees that the Seller is entering into each Contract in reliance on the Regulations that are in effect on the date of that Contract.
- 12.2. If at any time during a Contract any Regulations are changed or any new Regulations become or are due to become effective (whether by law, decree or regulation or by response to the

insistence or request of any governmental or public authority or any person purporting to act therefor, and the material effect of such changed or new Regulations): (a) is not covered by any other provision of the Contract, and (b) has or will have a material adverse economic effect on the Seller, the Seller may at any time request in writing a renegotiation of the price(s) or other pertinent terms of the Contract. If the parties do not agree upon new price(s) or terms satisfactory to both parties within 15 days after the date of the Seller's written request, the Seller shall have the right to terminate the Contract immediately at the end of such 15 day period without any liability to the Customer. Any Product delivered during such 15 day period shall be sold and purchased at the price(s) and on the terms applying under the Contract without any adjustment in respect of the new or changed Regulations.

13. GENERAL

- 13.1. **Change of details.** The Customer must promptly notify the Seller of any changes in the Customer's name, address, bank details.
- 13.2. **Notices.** Any notice issued in accordance with these Conditions shall be in writing (including emails to the Seller at email cards@watsonfuels.co.uk or emails to the Customer at the email address(es) that is usually used to administer their Card account), and sent to the other party at its registered office or principal place of business or such other address as may at the relevant time have been duly notified to the party giving the notice. A notice shall be deemed to have been duly received at the time of delivery, if delivered personally or by courier, or 2 Business Days after posting for an address in the United Kingdom and 5 Business Days after posting for any other address.
- 13.3. **Confidentiality.**
- 13.3.1. Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the other party or its affiliates, except as permitted by Condition 13.3.2.
- 13.3.2. Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract or for the pursuit or defence of litigation. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Condition 13.3; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations in connection with the Contract.
- 13.4. **Severability.** If any provision or part-provision of these Conditions or any Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of these Conditions or the Contract, as applicable.
- 13.5. **Waiver.** Any waiver of the Seller's right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 13.6. **Third party rights.** A person who is not a party to the Contract between the Seller and the Customer shall not have any rights to enforce its terms.
- 13.7. **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing (which for the purposes of this Condition shall not include email) and signed by both parties.

- 13.8. **Governing law.** The Contract, including these Conditions, any Order and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction.