

HUSK (UK) LTD TERMS AND CONDITIONS FOR PROVISION OF FUEL CARDS

Definitions

1. 'Agreement' the contract constituted by the Application Form incorporating these Conditions together with acceptance in writing by the Company and the issue of Cards by the Company.
2. 'The Company' means Husk (UK) Ltd and its successors.
3. 'Application Form' the Application Form completed by the Customer of which these Conditions form part.
4. '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.
5. 'Card' means any fuel card issued by the Company to the Cardholder for the purpose of drawing Product from a Site or the Network.
6. 'Cardholder' means the Person or Company in whose name the account is maintained and includes employees, subcontractors or any other person acting on behalf of the Cardholder.
7. 'Credit Limit' means the maximum amount expressed in money terms that 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.
8. 'Products' means stocks of diesel fuel, petrol, LPG, lubricant or gas oil available in some or all of the Network of Sites.

Charges

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

Applications

1. All applications for the issue of Cards shall be at the absolute discretion of the Company.
2. Each Card will be valid for use of the Cardholder to the extent of the Credit Limit up to the expiry date.
3. All risk of loss will pass to and be borne by the Cardholder from the date of despatch of the Card.
4. 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 of fuel delivery equipment at any Site. In the event that there appears to be defect or fault in such monitoring or fuel delivery equipment the Cardholder shall forthwith report the same to the Company or Operator of the Site.

Price

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.

Payment

1. The Company or its agents will send the Cardholder a statement of charges 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.
2. Payment shall be made by Direct Debit as agreed on the Application Form or as may be otherwise agreed between the Company and the Cardholder from time to time: and in order to comply with the direct debit requirements the Cardholder shall at all times; 1) Maintain a bank account capable of accepting direct debits. 2) Keep the Company provided with an effective direct debiting mandate against such accounts. 3) Ensure that every direct debit properly instanced by the Company against such account is duly met.
3. If for any reason a request for payment is dishonoured the Company will immediately withdraw supply of Product from all Cards held by the Cardholder. The Company reserves the right to charge the Cardholder an administration fee to cover charges incurred by the Company as a result of the payment being dishonoured. The Company reserves the right to demand full payment of monies outstanding before deciding to reinstate the Card(s).
4. If for any reason the Cardholder has not paid the full statement 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 National Westminster Bank, payable from the due date until the date full payment has been received.
5. 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.

Card Usage

1. The Cardholder may only use the Card and the Cardholder is responsible for the safe keeping of the Card and the prevention of unauthorised use.
2. Prior to entering into any transaction in relation to the supply of Products the Cardholder shall present the Card at the Site.
3. The Card may only be used to obtain the Products at the Sites.
4. The Card remains the property of the Company at all times and may only be used up to the noted expiry date.
5. The Company may stop or cancel a Card at any time without notice or refuse to issue a replacement Card.
6. On cancellation or termination of this Agreement, the Cardholder shall return all issued Cards to the Company within seven days.
7. Possession of the Card does not confer any right on the Cardholder to receive Products.

Lost or Stolen Cards

1. If a card is lost or stolen the Cardholder must immediately notify the Company by fax or e-mail at such address the Company may supply from time to time.
2. The Cardholder will remain liable for all transactions made with such lost or stolen Card for three working days after the Company has received and acknowledged notification in accordance with the above.

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.

Assignment

This Agreement shall not be assignable in whole or in part by the Cardholder without prior consent of the Company.

Notification

The customer shall notify in writing, to the Company, all changes, including but not limited to, change of name, address and key personnel.

General

1. The Cardholder shall immediately notify the Company of any change to the Cardholder's address.
2. 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.
3. 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.
4. The Cardholder gives permission to the Company to carry out any enquiries with respect to opening an account.
5. Details of this Agreement and the conduct of your account may be registered with a Licensed Credit Reference Agency. Information thus registered may be used to help make credit decisions, or for fraud prevention or the tracing of debtors.

Liability of the Company

1. The Company accepts no liability and gives no warranty, express or implied whether arising by common law statute in relation to any transaction by or Product supplied to the Cardholder by virtue of entering into this Agreement with the Cardholder.
2. The Company accepts no liability 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.

Governing Law

The Law of England governs this Agreement and the parties submit to the exclusive jurisdiction of the English courts.