


Section 1: Details of Applicant

Our. Ref

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Name of Company

Contact Name

Full Postal Address*

Post Code

*If less than 2 years at current address please provide previous address on separate sheet and attach.

Invoice/Head Office Address (if different)

Landline Tel. No.

Mobile Tel. No.

Fax No.

Website

Email

Co. Reg. No.

Date Established

Business Type:

Limited Company

Partnership

Sole Trader

Government Body

Charity

VAT No.

Section 2: Director/Proprietor Details

Please provide details of sole proprietor/all directors/partners. Please use an additional sheet if there are more than two.

Full Name	Full Name
Date of Birth / /	Date of Birth / /
Address	Address
Post Code	Post Code

Section 3: Fleet Fuel Details

Est. Annual Fuel Volume	<input type="text"/>	Split	<input type="text"/> %	<input type="text"/> %
			Petrol	Diesel
Fleet Size: (no. of Vehicles)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Cars	Vans	Lorries	HGVs

Section 4: Credit Details

Previous/Current Fuel Supplier(s)	<input type="text"/>
Expected Monthly Volume	<input type="text"/>

Trade References (All trade references need to be relevant to the amount of credit applied for)

Company Name	<input type="text"/>
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Full Address	<input type="text"/>
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Email	<input type="text"/>
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Contact	<input type="text"/>	Tel. No.	<input type="text"/>
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Company Name	<input type="text"/>
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Full Address	<input type="text"/>
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Email	<input type="text"/>
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Contact	<input type="text"/>	Tel. No.	<input type="text"/>
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Company Name	<input type="text"/>
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Full Address	<input type="text"/>
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Email	<input type="text"/>
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Contact	<input type="text"/>	Tel. No.	<input type="text"/>
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Section 5: Card Details PLEASE PRINT IN BLOCK CAPITALS AND TICK WHERE NECESSARY

Company Details

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Card Details Please tick boxes clearly where appropriate ✓

If a Driver Card - enter Driver Name Only. If a Vehicle Card - enter Vehicle Registration Number Only. If a Linked Card - enter both Driver Name and Registration Number. If a Company Card enter the word BEARER. Please Note FuelNet Cards can only be used to purchase Road Diesel and Marked Gas Oil.

1. Vehicle Type 2. Driver Name

3. Vehicle Reg Number

4. Products

5. Prompt

HGV
Lorry
Van
Car

All Products
Petrol
Diesel
Gas Oil
Lubricants
Car Wash

VRN*
Mileage

OU

*VRN is Vehicle Registration Number



Instruction to your Bank or Building Society to pay by Direct Debit



PLEASE FILL IN THE FORM AND SEND IT TO:

Maxol Oil Limited c/o Maxol Fuel Card Services, 48 Trench Road, Mallusk, Newtownabbey, Co. Antrim, BT36 4TY

Name and full postal address of your Bank or Building Society

Originator's Identification Number

To The Manager	Bank/Building Society
Address	
Postcode	

9	6	2	5	5	0
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Reference Number

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Instruction to your Bank or Building Society
 Please pay Maxol Oil Limited Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Maxol Oil Limited and, if so, details will be passed electronically to my Bank/Building Society.

Name(s) of Account Holder(s)

Signature(s)

Date

Branch Sort Code

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Bank/Building Society Account Number

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Banks and Building Societies may not accept Direct Debit Instructions for some types of account.



The Following Guarantee is for United Kingdom Clearing Banks

The Direct Debit Guarantee



- Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Maxol Oil Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Maxol Oil Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Maxol Oil Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when Maxol Oil Limited asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Contact Details

Maxol Fuel Card Services
 48 Trench Road, Mallusk, Newtownabbey, Co. Antrim, BT36 4TY.

Email: sales@maxolfuelcards.com
Tel: (NI) 028 9050 6070 (ROI) 048 9050 6070
Web: www.maxolfuelcards.com

Declaration

I/We, the undersigned, have read the Maxol Fuel Card Terms and Conditions of Use and agree to abide by them. I/We, the undersigned, consent to my/our bank providing a reference on me/us to Maxol Fuel Card Services and to deduct charges as may be appropriate. I/We, the undersigned, agree and understand that Maxol Fuel Card Services shall not be obliged to accept this application nor give any reason for refusing the same, nor to enter into any correspondence in regard there to.

Authorised Signature	<input type="text"/>	Date	<input type="text"/>
Full Name and Position	<input type="text"/>		
Additional Signature (if required)			
Authorised Signature	<input type="text"/>	Date	<input type="text"/>
Full Name and Position	<input type="text"/>		

Check List - Please Ensure all documents are completed before returning to Maxol Fuel Card Services:

1. Application Form
2. Card Details Required
3. Direct Debit Forms
4. UFU Membership Number

5. Signed Declaration

Origin of Application

Service Station	<input type="checkbox"/>	Existing Customer	<input type="checkbox"/>	Sales Representative	<input type="checkbox"/>
Advertisement	<input type="checkbox"/>	Telemarketing	<input type="checkbox"/>	Other	<input type="checkbox"/>

Notes

Please include your UFU membership number : _____

For Office Use Only:

V	SR	<input type="text" value="UFU"/>	SS	<input type="text"/>
	AT	<input type="text"/>	DR	<input type="text"/>
C	CL	<input type="text"/>	LA	<input type="text"/>
	CRA	<input type="text"/>	IC	<input type="text"/>
	PTY	<input type="text"/>	PTM	<input type="text"/>
P	<u>P</u>	<input type="text"/>	DRN	<input type="text"/>
	DRR	<input type="text"/>	URN	<input type="text"/>
	URR	<input type="text"/>	ORN	<input type="text"/>
	ORR	<input type="text"/>	APP	<input type="text"/>

Maxol Fuel Card Services Terms and Conditions

If your application is accepted the Agreement will be between you and Maxol Fuel Card Services and shall comprise your completed application form and these terms and conditions as amended from time to time by Maxol Fuel Card Services. This Agreement is made between Maxol Fuel Card Services of 48 Trench Road, Mallusk, Newtownabbey, Co. Antrim and the Customer whose particulars are stated in the application form.

In these Terms and Conditions of Trading: -

- 2.i "Authorised Person" means any proper and competent employee, member or officer of the Customer or such other person duly appointed and authorised by the Customer to use the Card.
- 2.ii "Authorised Supply Source" means any storage facility participating in the Company scheme including but not limited to petrol filling stations, authorised distributor depots and such other locations as contained in the Company System.
- 2.ii "Bearer Card" means a Card bearing the Customer's name and which any Authorised Person can use.
- 2.iv "Card" means any card which allows access to, and withdrawals from the Company's system, such Card being issued by the Company to the Customer or on behalf of the Company to the Customer.
- 2.v "Cardholder" means the Customer or an Authorised Person as stated in the application form or subsequent written correspondence for whose use the Card is issued by the Company.
- 2.vi "Card Transaction" means the purchase of Products and/or Sundry Products by the Customer, or agent of the Customer duly authorised by the Company.
- 2.vii "Company" means Maxol Fuel Card Services, which is part of the Maxol Group of Companies Trading & Registered in Northern Ireland as Maxol Oil Limited, NI 1003. Registered Office: 48 Trench Road, Mallusk, Newtownabbey, Co Antrim, BT36 4TY & in The Republic of Ireland as Maxol Limited, Company Registration No. 80448. Registered Office: 3 Custom House Plaza, IFSC, Dublin 1.
- 2.viii "Company System" means those Customers using Maxol Fuel Cards those sites authorised to accept Maxol Fuel Cards and any such site as from time to time is included in the directory of sites as issued by the Company from time to time.
- 2.ix "Credit Limit" means, notwithstanding any weekly withdrawal limit, the maximum amount of outstanding withdrawals in either litres or money terms as set by the Company at its absolute discretion.
- 2.x "Customer" means a person (other than a Consumer, as that term is defined in the Consumer Credit Act, 1995), firm, partnership or limited company who is a party to this Agreement and in whose name the Card account is to be held. Where the Customer is a person and there is only one cardholder, references below to the Cardholder shall also mean the Customer and vice versa. Where the Customer consists of two or more persons, all obligations of the Customer are joint and several obligations of such persons.
- 2.xi "Maxol Fuel Cards" means any Card, including Vehicle Restricted Cards, Person Restricted Cards and Bearer Cards.
- 2.xii "Maxol Retailer" means a retailer who supplies Products and/or Sundry Products to a Cardholder.
- 2.xiii "Person Restricted Card," means a Card bearing the Cardholder's name and signature, and which can only be used by the Cardholder.
- 2.xiv "PIN Code" means Personal Identification Number Code and is required by all authorised users to enable them to use the Card to purchase Products and/or Sundry Products except where the Customer has waived this requirement in writing to the Company.
- 2.xv "Products" means petroleum, fuel oil, lubricating product, derv or similar products of the Company designated by the Company as available for purchase under this Agreement.
- 2.xvi "Sundry Products" means vehicle related products, and services, comprising and limited to screen wash, antifreeze, vehicle washing and vacuuming products and services, which are agreed in writing between both parties from time to time.
- 2.xvii "Vehicle Restricted Card" means a Card that can only be used by the Cardholder or Authorised Person as the person driving the vehicle, which matches the vehicle details on the Card.
- 2.xviii The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa and words importing persons shall include firms or companies.
- 3.i If the Customer's application for a Card is accepted by the Company it is on the basis that the Customer agrees to comply and to procure that its Cardholders comply with the terms of this Agreement.
- 3.ii Signature of a request for issue of a Card, or signature of and/or use of a Card by the Customer or Cardholder, constitutes acceptance of this Agreement by the Customer.
- 4.i The Customer shall accept and the Company shall provide the Cards in accordance with any written quotation of the Company which is accepted by the Customer or any written order of the Customer which is accepted by the Company subject in either case to these conditions which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any other such order is made or purported to be made, by the Customer.
- 4.ii The Company's employees or agents are not authorised to make representations concerning the Cards unless confirmed by the Company in writing. In entering into this Agreement the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations, which are not so confirmed.
- 4.iii Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the application or use of the Cards or the bunker storage facilities which is not confirmed in writing by the Company is followed or acted upon by the Customer entirely at the Customer's own risk and accordingly the Company shall not be liable for any such recommendation or advice which is not so confirmed.
- 4.iv Any typographical, clerical or other error or omission in any sales literature, price lists, quotations, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
5. The Company shall, subject to the Customer observing and performing all its obligations under this Agreement, make available to the Customer such number of Cards as the Customer shall reasonably require to enable the Customer to purchase Products and/or Sundry Products from any such authorised supply source as the Company may from time to time operate within the Company's System. The Customer will pay the Company such amount as may subsequently be fixed by the Company, for each Card so issued.
6. Maxol Fuel Cards are issued as a service to purchasers of Products and/or Sundry Products covered by this Agreement and possession of a Card shall not confer any right or entitlement on the customer to obtain Products and/or Sundry Products from the Company or any associated company or from any Authorised Supply Source.
7. The Card must be signed by the Cardholder, or Authorised Person, and may only be used subject to these terms and conditions of use or any amended version hereof applicable at the time of use. Any agent of the Customer is the Customer's responsibility and liability.
8. The Card may only be used by the Customer, or Authorised Person, to enable the Customer to obtain Products and/or Sundry Products from an Authorised Supply Source or such other supply source as designated by Maxol from time to time.
- 9.i Bearer Cards shall have the Customer's name embossed on the front of the Card and will be marked as a 'Bearer Card'. Customers shall ensure Cardholders authorised to use the Bearer Cards shall comply with the terms and conditions of this Agreement, any terms set out on the Bearer Card and such other instructions in relation to use of the Bearer Card as shall be given to the Customer by the Company from time to time.
- 9.ii Customers issued with Bearer Cards undertake to ensure that the Cards are used only by authorised persons as the Customer shall be liable, subject to the terms of this Agreement, for all purchases made on Bearer Cards.
- 10.i The Customer shall ensure its authorised Cardholders follow all reasonable instructions from the Company relating to the use of the Card, in particular it shall ensure compliance with this Clause 10.i.
- 10.ii Where the signature of the Cardholder is required — the Cardholder should sign a voucher for any purchase; or where the PIN Code is required — the Cardholder shall enter the PIN Code into the PIN Card pad in accordance with the instructions of the Company, its agents or those of an Authorised Supply Source. For the avoidance of doubt, neither failure to do the above, nor the breach of any of the terms of this Agreement, shall relieve the Customer from its liability to the Company to pay for any purchases made to the Customer or Cardholder.
- 10.iii The Customer shall ensure that it and its authorised Cardholders keep the Card and PIN Code safe at all times. The PIN Code must not be written on to the Card and furthermore, if it is necessary to keep a written record of the PIN Code, it shall be adequately disguised so as to prevent unauthorised use.
11. In making any purchase of Sundry Products by means of the Card the Customer, or Authorised Person, shall at all times act as the disclosed agent of the Company and shall make the purchase from the Authorised Supply Source in that capacity on behalf of the Company. This paragraph shall not apply to Card Transactions undertaken at retail outlets owned and operated by the Company in which case the purchase shall be directly between the Cardholder and the Company.
12. The Customer, or Authorised Person, must present the Card to an attendant at the Authorised Supply Source in advance of procuring the supply of fuel or petroleum or making any purchase by means of the Card. Immediately following on the supply of Products and/or Sundry Products by means of the Card at the Authorised Supply Source pursuant to this Agreement, title in the Products so supplied shall pass to the Cardholder from the Company. This paragraph shall not apply to Card Transactions undertaken at retail outlets owned and operated by the Company in which case the purchase shall be directly between the Cardholder and the Company.
13. Cards issued to the Customer are not transferable and cannot be assigned in any way and shall only be used by the Customer or an Authorised Person. The Card shall not be used after the expiration date and shall on the day of expiration be returned to the Company.
14. The Customer will limit the use of the Card to the obtaining of goods of the nature referred to in Clause 8 from an Authorised Supply Source. Under no circumstances will the Company permit the Card to be used to obtain cash and the Customer shall not make any other fraudulent use of the Card. Any such attempt by the Customer to obtain cash or make any other fraudulent use of the Card will result in the immediate termination of this Agreement by the Company without notice and the Customer shall be immediately liable to the Company for the full balance then due by the Customer to the Company on the Card account.
15. The Customer shall at all times ensure that the Cards are kept undamaged and not defaced. The Customer shall indemnify the Company against loss or damage caused by the use by the Customer of broken or damaged Cards.
- 16.i The Customer shall ensure that any person using a Card shall not tamper with or try to alter or interfere with the Authorised Supply Source fuel monitoring device or the fuel delivery equipment at the Authorised Supply Source. In the event of there appearing to be a defect or fault in such monitoring device or fuel delivery equipment the Customer shall forthwith report the same to the Company or the Authorised Supply Source operator.
- 16.ii The Company shall not be liable for the failure of any such monitoring device to accept the Card nor shall the Company be responsible for any direct or indirect consequential loss or damage sustained by the Customer arising

- from the failure of any monitoring device or fuel delivery equipment or of the Customer to use the monitoring device or fuel delivery equipment property.
- 17.i In the event that a new Card is issued to replace a lost or stolen Card then the new Card will be allocated a new number and may be subject to a replacement charge of £5.00 or €5.00 at the discretion of the Company.
- 17.ii If any Card is lost or stolen (including constructive theft as a result of any person in possession of a Card having ceased to be a Cardholder through termination of employment or otherwise) or if the PIN Code becomes known to any unauthorised person or the Card or PIN Code is for any other reason liable to be misused, the Customer shall immediately notify the Company by telephone and confirm such loss or theft not later than 7 days thereafter in writing to the Company. Telephone number (028) 9050 6070.
- 17.iii The Customer will remain liable to the Company for any Products and/or Sundry Products provided by the Company arising from the use of Cards by any person before such notification is received. After the Company has been properly notified of any loss or theft and provided that this Clause
- 17.iii is complied with in full, then after a period of one working day has elapsed, the Customer shall have no further liability for purchases of Products and/or Sundry Products subsequently effected with that Card other than for purchases by the Customer or Authorised Person.
- 17.iv The Customer shall give the Company all the information in its possession as to the circumstances of the loss or theft and take all reasonable steps to assist the Company to recover the missing Card including after the Customer is aware of any fraudulent use notifying the police in respect of such loss or theft so as to obtain a crime reference number or lost property number.
- 17.v The Customer is responsible for ensuring that any PIN Code (where issued in relation to specific cards) is not made known to unauthorised persons.
- 17.vi The Company reserves the right to levy a charge for:-
- a. Cards ordered by the Customer and not used within 3 month of the date of issue; or
- b. Cards issued to the Customer which at any time become inactive for any period of 3 months or more.
- 17.vii The Company reserves the right to levy an administration fee for the processing of any drawings from or purchases made at an Authorised Supply Source where an agreement, either explicit or implied by the Card type used, is not in place for the Customer to use the Authorised Supply Source.
18. Cards at all times shall remain the property of the Company and shall be returned to the Company on demand. Accounts:
19. The Customer shall provide security for its Card account as and when directed by the Company. The provision of such shall be a condition precedent to the Company's acceptance or continuance of this Agreement.
- 20.i The Company will send a statement of account showing all amounts debited, less any credits or refunds, to the Customer on a regular basis, be that daily, weekly, fortnightly, monthly, quarterly or annually. The Customer will pay the Company by direct debit (a Direct Debit Mandate shall be completed for this purpose) or by such other method as may from time to time be approved by the Company, the whole amount shown to be owing according to such statement. If a payment notice, be that a direct debit, cheque or such other method as agreed by the company is returned unpaid, the Company shall be entitled to charge an administration charge of £25.00 or €35.00 in addition to its other rights under this Agreement.
- 20.ii An amount will be charged at the rate of 2.5 % per month or any part (as well after as before any judgement) on any balance outstanding after the due date until settlement. If any amount is outstanding for more than 28 days after the date due without prejudice to the rights of the Company pursuant to Clause 35, all Cards issued to the Customer may at the discretion of the Company be cancelled forthwith.
- 20.iii Except as otherwise provided in Clause 20.ii, payments by the Customer and any credits or refunds due will be applied firstly in payment of any interest due, and secondly in reduction of the Customer's other indebtedness to the Company. No claim by the Customer against the Company or against any Authorised Supply Source shall be the subject of any set-off or counterclaim against the Company.
- 20.iv The Company reserves the right to request payment by direct debit on a date other than that specified and arranged at the Company's absolute discretion.
- 20.v The Company shall also, if appropriate, issue a VAT invoice to the Customer at the time of furnishing the monthly invoice to the customer with respect to such Products and/or Sundry Products as are referred to in the invoice.
- 20.vi Legal and administration costs incurred by the Company in pursuing outstanding sums due to the Company by the Customer shall be recoverable from and payable by the Customer in the amount of 20% of the total amount outstanding at the date that solicitors are instructed by the Company or such sums as may be fixed by the statute, whichever is the higher.
- 20.vii In the event of the Customer failing to make payment to any Company or business of the sum due to that Company or business, or if the Customer is or likely to become a credit risk, the Customer shall not endeavour to purchase Products and/or Sundry Products from the Company's System. The determination of whether or not the Customer is or likely to become a credit risk shall be at the absolute discretion of the Company.
21. It is the responsibility of the Customer or the Authorised Person to retain the Card Transaction voucher provided at the Authorised Supply Source. Copies of Card Transaction vouchers or invoices will be provided to the Customer on request subject to a charge of £1.50 or €2.25 at the discretion of the Company.
22. The Card account number given by the Company to the Customer must be quoted at all times on all correspondence with the Company.
23. The Customer shall be responsible for all duties and taxes whether governmental or otherwise on the issue of Company Cards to him together with all duties and taxes arising on the use of the Cards.
24. All charges referred to in this Agreement are to be taken as exclusive of VAT which, where applicable, shall be added to the relevant charge at the prevailing rate.
- 25.i The "Settlement Terms" of an individual invoice shall include but not be limited to the total amount due from the Customer for the invoice, the method of payment to settle the invoice, the payment due date of the invoice and the currency in which the invoice must be settled. Where there is a currency conversion, the amount payable to the Company is the Settlement Amount as shown on the invoice.
- 25.ii The Customer shall settle all invoices as per the agreed Settlement Terms. The Company will endeavour to notify the Customer of the Settlement Terms to be applied in advance.
- 25.iii Changes to Settlement Terms can only be made with the prior written consent of the Company.
- 25.iv Failure to comply with the agreed Settlement Terms may result in the immediate suspension of the Customer's fuel card account.
- 25.v Settlement amounts in a currency other than that of the original invoice will be converted on the creation date, based on the average exchange rate for the month of invoice plus a service charge of 2.50%, levied at the discretion of the Company.
26. The Company will endeavour to supply to the Customer on a regular basis details of the purchases for the period in question. The Company will endeavour to ensure that such information is accurate and up to date but shall not be liable for any errors or omissions in respect thereof.
27. The Company shall from time to time supply to the Customer a directory of Authorised Supply Sources. The Company reserves the right to vary such directory without notice to the Customer and the directory is supplied to the Customer for the purpose of guidance only. The Company does not guarantee that any of the Authorised Supply Sources referred to in the directory will be open and available for use by the Customer at any particular time. The Company shall not and the Customer agrees that the Company shall not be liable to the Customer or Authorised Person if the Authorised Supply Source is, for any reason, whether or not it is within the Company's control, not open or available for use by the Cardholder at any particular time or date or the Authorised Supply Source refuses to honour the Card or for any injury occasioned to the Customer or any of its employees or agents or any loss or damage suffered by the Customer, its employees or agents, which shall arise from any act default omission or negligence on the part of any Authorised Supply Source or its servants, employees or licensees.
28. Any disputes relating to purchases from the system should be notified in writing to the Company within fourteen days from the date of statement or invoice (whichever is the earlier) which related to the disputed drawing, purchase or other matter. Thereafter such statements or invoices as appropriate shall be deemed final and conclusive evidence as to the accuracy of the information stated therein.
29. The Customer shall indemnify and keep indemnified the Company against all losses including but not limited to consequential or economic losses, damages, actions, claims, expenses and costs (including legal costs) whatsoever or howsoever arising directly or indirectly out of or in connection with any breach by the Customer or any of its servants, employees or agents of its obligations contained herein.
- 30.i Subject as expressly provided in these Terms and Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by the law.
- 30.ii The Customer hereby confirms and warrants that he is not for the purposes of this Agreement a "consumer" as defined in any legislation including without limitation the Consumer Credit Act, 1995, the Sales of Goods and Supply of Services Act, 1980 and the European Communities (Unfair Terms in Consumer Contracts) Regulations, 1995 to 2000 and that any Products and/or Sundry Products purchased by him pursuant to this Agreement are purchased by him in the course of his trade, business or profession.
- 31.i The Company shall endeavour to ensure that wherever possible, subject to the performance of this Agreement by the Customer, there is a supply of fuel available for drawing by the Customer from any site but not withstanding this, the Company shall at its absolute discretion control the amount of fuel to be made available from time to time to the Customer and the Company shall be entitled to limit the amount of fuel drawn from the Company's System from time to time in accordance with the normal day to day management of a fuel card system.
- 31.ii The Company shall set from time to time a Credit Limit, being a ceiling on the aggregate value of Card Transactions, which may be made by the Customer by means of the Card, and notice of such Credit Limit shall be given by the Company to the Customer. Transactions exceeding the Credit Limit in each case are a breach of the Agreement and the Company may require repayment by the Customer of all or the excess and/or require return of the Card and closure of the account.
32. The Company may introduce a ceiling to the value of Products and/or Sundry Products obtained in any single Card Transaction by the Customer and notice of any such ceiling shall be given by the Company to the Customer.
33. The whole outstanding balance of the Card account will become immediately due and payable in the event of the Customer if: (i) being an individual, he is adjudged a bankrupt or has a bankruptcy petition presented against him; or (ii) being a company, it goes into liquidation or an encumbrancer takes possession or a receiver or examiner is appointed over any of the property or assets of the company or resolves to be wound up either voluntarily or by order of the Court; or (iii) in either case, if the Customer seeks to come to an individual voluntary arrangement or company arrangement with his creditors.
34. If there is any breach of these conditions by the Customer or Authorised Person, the Company may forthwith and without notice to the Customer terminate this Agreement and close the Customer account whereupon the Customer shall and agrees that it shall be immediately liable for all outstanding Card Transactions effected by means of the Card.
35. The Customer may at any time terminate this Agreement, without affecting the liability in respect of any Card Transaction effected prior to such termination, by surrendering the Card to the Company. The Company may cancel any Card at any time without notice, or refuse to reissue, renew or replace any Card. Unless and until such termination occurs the Company will reissue a Card or Cards to the customer upon expiry of any existing Card or Cards at the discretion of the Company.

36. Any termination of this Agreement and/or cancellation of the Card shall not affect any liabilities of the Customer prior to termination and the Customer shall indemnify the Company for any loss or liability incurred after termination.
37. Nothing in this Agreement shall be deemed to create a partnership between the Company and the Customer. Save as specifically provided in this Agreement, nothing in this Agreement shall be deemed to create a relationship of agent and principal between the Customer and the Company.
38. Where the Customer consists of two or more persons acting in partnership 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 a Customer shall be joint and several obligations of such persons.
- 39.i The Company may amend these conditions at any time or vary the interest rate or charges by way of individual notice to the customer, or by advertisement or by such other means as the Company shall decide.
- 39.ii The use of any Card after written notice of any variation in this Agreement has been given by the Company shall be deemed to be an acceptance of such variation of the terms of this Agreement by the Customer.
- 40.i The Customer will give immediate written notice to the Company of any change of address or bank details.
- 40.ii Any notice served pursuant to this Agreement shall be in writing and shall be deemed to have been properly served on the addressee if delivered by hand, sent by facsimile transmission or sent by pre-paid first class ordinary or registered or recorded delivery post or electronic mail to the addressee at its address set out in the application for an account made by the Customer or at such other address as shall have later been notified to the sender in writing and such notice shall be deemed to have been given at the time of delivery if delivered by hand or facsimile transmission or electronic mail or forty-eight hours after dispatch if posted as aforesaid.
41. Any promotional incentives offered to the Customer or Cardholder for any purpose or period may be withdrawn by the Company at any time without notice.
- 42.i The Company may in connection with the proper operation of the Maxol Fuel Cards scheme, at any time, disclose to its agents, sub-contractors or to any other company in the Maxol Group, any information concerning its Customers' accounts.
- 42.ii The Customer authorises the Company to at any time disclose to its agents or subcontractors any information necessary to enable the Company to perform this Agreement (including personal data relating to that individual as defined in the Data Protection Acts, 1988 and 2003) and which is provided by the Customer or is in relation to the Customer's account. The Customer consents to any of that information being stored electronically and processed by the Company, its agent or subcontractors.
- 42.iii The Company may make periodic searches of records of companies within the Maxol Group, credit reference and fraud prevention agencies so as to manage the Customer's account, to make decisions regarding credit, including whether to make credit available or to continue or extend credit.
- 43.i Neither party shall be under liability whatsoever to the other for failure or delay in the performance of any of its obligations hereunder if and for so long as such performance becomes impracticable by reason of force majeure.
- 43.ii Force majeure shall include without limitation acts of God, flood, fire, tempest, war, civil commotion, riot, shortage of materials, enactment of legislation by Government or municipal authorities industrial disputes or any other cause (whether or not of the same nature as the foregoing) which is beyond the reasonable control of the party affected.
- 43.iii The party which is prevented from performing its obligations hereunder by force majeure shall advise the other party when such difficulty ceases.
- 43.iv The Company shall not be liable for any failure to perform its obligations under this Agreement due to any cause or circumstance beyond its control which shall include amongst other things (but without limitation) failure of any data processing or other system, transmission link or other equipment of any third party.
44. This Agreement shall be governed by and construed in accordance with the laws of Ireland. The Customer and the Company agree to submit to exclusive jurisdiction of the Courts of Ireland to settle any disputes which may arise out of or in connection with this Agreement or its performance and accordingly that any suit, action or proceedings so arising may be brought in such courts.
45. This Agreement is personal to and is not assignable by the Customer under any conditions whatsoever and it will bind his personal representatives and executors if an individual and successors if a company. The benefit of this Agreement may be assignable at any time by the Company at its sole discretion.
46. Any waiver by the Company or any failure on the part of the Company to take any action for enforcement of a contract in consequence of any breach of any of the terms of this Agreement by the Customer shall not operate as a continuing waiver of the breach in question or prevent the Company from subsequently enforcing its rights in respect of any continuing or like breach.
47. In the event of the invalidity or unenforceability of any part or provision of this Agreement such invalidity or unenforceability shall be deemed omitted or, as the case may be, reduced in size or duration to the extent necessary to render such provision or part enforceable but it shall not affect the validity or enforceability of any other part or provision.

Your right to cancel:

You have a right to cancel this Agreement. You can do so by sending or taking a written notice of cancellation to Maxol Fuel Card Services, 48 Trench Road, Mallusk, Newtownabbey, Co Antrim, BT36 4TY. You have five days starting with the day after you receive this copy. You can use the form provided. If you cancel this Agreement, any money you have paid shall be returned to you. You shall be obliged to repay any amount outstanding on your account. If you repay all of it before the first instalment is due – or, if you are not paying by instalments, within one month of cancellation – you will not have to pay any interest or charges.

Your Personal Information

It is important that you read and understand this section as it explains how we will use your personal information.

Your personal information will be used by the Maxol Group and its subsidiaries as follows: (1) to make searches at credit agencies as more particularly described below, (2) to process your application, and (3) to respond to your queries and to administer your account.

We will make searches about you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register. The agencies will record details of the search whether or not the application proceeds. We may use credit-scoring methods to assess the application and to verify your identity. The Maxol Group or its subsidiaries may use credit searches and other information, which is provided to us and/or the credit reference agencies, about you and those whom you are linked financially if credit decisions are made about you.

This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account. If you do not pay in full and on time, we may tell credit reference agencies, who will record the outstanding debt.

To prevent or detect fraud, or to assist in verifying your identity, we may make searches at fraud prevention agencies who will supply us with information. We may also pass information to financial and other organizations involved in fraud prevention to protect ourselves and our customers from theft and fraud. If you give us false or inaccurate information and we suspect fraud, we will record this.

You have the right to ask for a copy of the information held by us in our records in return for the payment of a fee of £5.00 or €6.35. You have the right to request us to correct any inaccuracies in your information. You also have the right to request access to your personal records held by credit and fraud agencies. We will supply their names and addresses upon request to Maxol Fuel Card Services, 48 Trench Road, Mallusk, Newtownabbey, Co. Antrim, BT36 4TY.

The Company may in connection with the proper operation of the Maxol Fuel Cards scheme, at any time, disclose to its agents, sub-contractors or to any other company in the Maxol Group, any information concerning your account.

You hereby authorise the Company to at any time disclose to its agents or subcontractors any information necessary to enable the Company to perform this Agreement (including personal data relating to that individual as defined in the Data Protection Act 1988 and 2003) and which is provided by you or is in relation to the your account. You consent to any of that information being stored electronically and processed by the Company, its agent or subcontractors.

The following shall only apply to Partnerships:-

We will record details of this application at credit reference agencies, whether or not this application proceeds. An 'association' will therefore be created at credit reference agencies, which will link your financial records. Your associates' information will be taken into account unless you instruct otherwise.

By stating a financial association with another party, you are declaring that you are entitled to:

- disclose information about your partner and/or anyone else referred to by you.
- authorise us to search, link and/or record information at credit reference agencies about you and/or anyone else referred to by you.

Contact Details

Maxol Fuel Card Services

48 Trench Road, Mallusk, Newtownabbey, Co. Antrim, BT36 4TY.

Email: sales@maxolfuelcards.com

Tel: (NI) 028 9050 6070 (ROI) 048 9050 6070

Web: www.maxolfuelcards.com