

# Fuel Card Application

Please complete ALL sections and return to NWF Fuels, Wardle, Nantwich CW5 6AF

## 1) CUSTOMER DETAILS

Company Name	<input type="text"/>						
Company Address	<input type="text"/>						
	<input type="text"/>	Post Code	<input type="text"/>				
Company Registration Number	<input type="text"/>	VAT Reg. No.	<input type="text"/>				
Nature Of Business	<input type="text"/>	No. of Years Trading	<input type="text"/>				
Contact Name	<input type="text"/>	No. of Vehicles	<input type="text"/>				
Telephone Number	<input type="text"/>						
Fax Number	<input type="text"/>	Estimated Monthly Card Usage (litres)	<table border="1"> <tr> <td>Diesel</td> <td><input type="text"/></td> </tr> <tr> <td>Petrol</td> <td><input type="text"/></td> </tr> </table>	Diesel	<input type="text"/>	Petrol	<input type="text"/>
Diesel	<input type="text"/>						
Petrol	<input type="text"/>						
Mobile Number	<input type="text"/>						
Email Address	<input type="text"/>						
How do you currently refuel?	<input type="text"/>						
If card please state your supplier	<input type="text"/>						
Name, Home Address & Date of Birth of Partners if Non Limited Company	<input type="text"/>						
	<input type="text"/>						
	<input type="text"/>						

## 2) TRADE REFERENCE

Company Name	<input type="text"/>		
Company Address	<input type="text"/>	Post Code	<input type="text"/>
Contact Name	<input type="text"/>	Telephone	<input type="text"/>

## 3) STANDARD INVOICE / PAYMENT TERMS

Invoices are issued on a weekly basis and payment is by Direct Debit on or before the 14th day following date of invoice. I/We have read the Card terms and conditions of Use and agree to abide by them. I/We confirm that the information given on this application and direct debit mandate is true and correct. I/We agree and understand that NWF Fuels Limited shall not be obliged to accept this application nor to give any reason for refusing the same, nor to enter into any correspondence in regard there to.

Authorised Signature of Company	<input type="text"/>
Name of Signatory	<input type="text"/>

## 4) CARD ORDER DETAILS

		Number Of Cards Required	<input type="text"/>	<input type="text"/>	<input type="text"/>																				
Customer Name (to appear on card) Maximum 20 letters	<input type="text"/>																								
Other text to appear on Card	Example	<table border="1"> <tr> <td>J</td><td>O</td><td>H</td><td>N</td><td>S</td><td>A</td><td>M</td><td>P</td><td>L</td><td>E</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>				J	O	H	N	S	A	M	P	L	E										
J	O	H	N	S	A	M	P	L	E																
(e.g. Registration number/ Drivers Name)	Option			Option																					
1 <input type="text"/>	<input type="checkbox"/>	8 <input type="text"/>	<input type="checkbox"/>																						
2 <input type="text"/>	<input type="checkbox"/>	9 <input type="text"/>	<input type="checkbox"/>																						
3 <input type="text"/>	<input type="checkbox"/>	10 <input type="text"/>	<input type="checkbox"/>																						
4 <input type="text"/>	<input type="checkbox"/>	11 <input type="text"/>	<input type="checkbox"/>																						
5 <input type="text"/>	<input type="checkbox"/>	12 <input type="text"/>	<input type="checkbox"/>																						
6 <input type="text"/>	<input type="checkbox"/>	13 <input type="text"/>	<input type="checkbox"/>																						
7 <input type="text"/>	<input type="checkbox"/>	14 <input type="text"/>	<input type="checkbox"/>																						

Card Options Key: 1 = Diesel only; 2 = Diesel & Lube; 3 = Diesel, Gas Oil & Lube; 4 = All Fuels; 5 = All services & goods

5) INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT



Please fill in this mandate using a ball point pen and return with the Customer Details form

Name(s) of account holder(s)

  


Bank or Building Society account number

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Branch Sort Code

(from top right corner of your cheque)

			—				—		
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Name and full postal address of you Bank or Building Society

To: The Manager		
	Bank / Building Society	
Address		
	Post Code	

Originators Identification Number

9	5	8	7	4	7
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For Office Use Only

Reference Number

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Instruction to your Bank or Building Society

Please pay NWF FUELS 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 NWF FUELS LIMITED and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ / \_\_\_\_ / \_\_\_\_



Please detach



## Direct Debit Guarantee

RETAIN THIS COPY FOR YOUR RECORDS

This 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 NWF FUELS LIMITED will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request NWF FUELS 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 NWF FUELS 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 NWF FUELS 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.

# NWF FUELS LTD TERMS AND CONDITIONS – FUEL CARDS

## 1. Definitions

In these conditions

- a) "NWF Fuels" means NWF Fuels Limited and its successors.
- b) "Site" means any branded location which is party to a NWF Fuels franchise agreement or non branded location where the card is accepted under separate agreement between the location and NWF Fuels Limited.
- c) "Account Holder" means the person in whose name the account is maintained
- d) "Card" means the Card issued by NWF Fuels to the Account Holder for the purpose of drawing petrol, diesel, oil and other goods and services as specified in this application (the Products) from a Site.
- e) "Authorised User" means the person or persons the Account Holder has authorised to use the Card(s).
- f) "Credit Limit" means the maximum amount expressed in money terms which NWF Fuels may from time to time specify to an Account Holder as being the limit of purchases of Products on credit that may from time to time be made with any Card.
- g) References to person shall include individuals, partnerships, firms, companies, organisations or any other entities (whether or not having a separate legal personality).

## 2. Applications

- a) All applications for the issue of a Card(s) shall be at the absolute discretion of NWF Fuels.
- b) NWF Fuels has the right to refuse any application as it sees fit and is under no obligation to provide a reason for rejection.
- c) Each Card will be valid for use of the Account Holder and any Authorised User to the extent of the Credit Limit up to the expiry date of such Card.
- d) All risks of loss will pass to and be borne by the Account Holder from the date of despatch of the Card.
- e) The Account Holder shall ensure that any person using a Card(s) shall not tamper with or try to alter or interfere with the fuel monitoring device or fuel delivery equipment at any Site. In the event there appears to be a defect or fault in such monitoring or fuel delivery equipment the Account Holder shall forthwith report the same to the operator of the Site.

## 3. Authorisation

- a) Signature of and/or use of a Card by the Account Holder or by the Authorised User constitutes acceptance of the current terms and conditions to the transaction thereby effected and the Account Holders agreement to pay NWF Fuels for any Products supplied to the Account Holder or an Authorised User by various Sites.

## 4. Use

- a) Use of the Card(s) is restricted to the Account Holder and any Authorised User and remains valid until the date of expiry stated on the Card(s) or prior to cancellation. The Authorised User must either sign their name or enter their vehicle registration number (not both) on to the panel on the reverse of the Card(s).
- b) The Authorised User must sign a voucher as to each purchase and check that the details appearing on the voucher are correct, but neither a failure to do so nor the breach of any conditions herein, shall relieve the Account Holder of liability to NWF Fuels for any supply made to the Account Holder or an Authorised User.

- a) Account Statements will be sent to the Account Holder on a monthly basis, or on such other basis as may be agreed in writing between the parties from time to time.
- b) Any invoice queries must be raised with NWF Fuels in writing within 28 days of the date of the invoice. If 28 days from the date of the invoice has elapsed it is deemed that the Account Holder accepts the invoice in full.
- c) The Account Holder will pay NWF Fuels by Direct Debit not later than 10 days after the statement date the whole amount owing according to such statement.
- d) If payment of the whole amount is made later than 10 days after the statement date, NWF Fuels reserves the right to charge interest at the rate of 3% per month above the base rate of Natwest Bank Plc or part of the month (as well after as before any judgement) on any balance outstanding on the next payment date until settlement is received.
- e) If any amount is outstanding for more than three weeks after the date of the first issue of the statement containing such amount, all Cards issued to the Account Holder may at the discretion of NWF Fuels be cancelled forthwith, without prejudice to the rights of NWF Fuels, pursuant to Clause 9.
- f) If a direct debit drawn by NWF Fuels on the Account Holders accounts is returned unpaid or a cheque sent by the Account Holder to NWF Fuels is returned unpaid then the account holder shall pay NWF Fuels an administration fee each time it occurs. NWF Fuels reserves the right to all cards issued to the account holder may at the discretion of NWF Fuels be cancelled forthwith, without prejudice to the rights of NWF Fuels pursuant to Clause 9. If NWF Fuels is unable to produce a statement, the Account Holders normal statement date will be used for the purpose of calculating interest and establishing the date upon which payment is due.
- g) In order to comply with the direct debit requirement the Cardholder shall at all times:
  - i. maintain a bank account capable of accepting direct debits;
  - ii. keep the Company provided with an effective direct debiting mandate against such account;
  - iii. ensure that every direct debit properly instanced by the Company against such account is duly met.

## **6. E - Billing**

- h) All Account Holders will have the option of either a hard copy invoice or electronic invoice. For any Account Holder requesting to receive invoices via e-mail the following terms and conditions are deemed to have been accepted.
- i) E-Bill Terms and Conditions of use - Issue 1 Valid as at 01/01/01  
These Terms and Conditions govern the provision of invoices by electronic means only and do not affect the terms and conditions of use of any fuel card. If there is any inconsistency or discrepancy between the terms and conditions of the fuel card and these terms and conditions then the terms and conditions of the fuel card shall apply.
- j) An electronic invoice (E-Bill) or the provision of access to such a document will be sent or provided on behalf of NWF Fuels Limited monthly or at such other times as agreed in writing between the parties. Invoicing by means of an E-Bill will be without additional charge to the Account Holder although NWF Fuels Limited reserves the right to vary these terms or to revert to invoicing by traditional postal means without notice.
- k) The first E-Bill, following registration, will be sent electronically. Thereafter the Account Holder will receive only the E-Bill, however at any time should the Account Holder wish to revert back to paper billing it is the Account Holder's responsibility to advise NWF Fuels Limited.
- l) If any E-Bill fails to reach the e-mail address specified in the E-Bill request or any subsequently advised e-mail address, or any loss or corruption of information occurs (whether due to the Account Holder's computer equipment, routing failure of the E-Bill or for any other reason whatsoever) it is the Account Holder's responsibility to advise NWF Fuels Limited and no such failure or loss shall affect the Account

Holder's liability for making payment of all amounts properly due from the Account Holder to NWF Fuels Limited on or before the due date for payment.

- f) For the avoidance of doubt the Account Holder is responsible for informing NWF Fuels Limited of all changes to the Account Holder's administration data, which includes the destination e-mail address of the E-Bill. The Account Holder is responsible for informing NWF Fuels Limited by e-mail should any corruption or other failure of any transmission occur.
- g) The Account Holder is responsible for informing their local tax office, if required, of their intention to receive invoices electronically. NWF Fuels Limited E-Bills require Adobe Acrobat Reader, which is available free of charge. The maintenance and procurement of this software is the responsibility of the Account Holder.
- h) All Account Holder queries relating to any fuel cards, invoices or E-Bill will only be accepted at [card.marketing@nwffuels.co.uk](mailto:card.marketing@nwffuels.co.uk) or such other address as notified by NWF Fuels Limited from time to time, by phone on 08000 289977 or by post at NWF Fuels Limited, Wardle, Nantwich, Cheshire, CW5 6BP

## **7. Payments**

- a) Payments by the Account Holder and any credits or refunds due will be applied first in payment of any interest due, and secondly in reduction of the Account Holders other indebtedness to NWF Fuels. No claim by the Account Holder against any Site or other supplier shall be the subject of any set-off or counter-claim against NWF Fuels.

## **8. Breach**

- a) Without prejudice to the provisions of Clause 9, all monies due and owing by the Account Holder to NWF Fuels shall become due and payable forthwith if NWF Fuels shall discover that any of the information provided by the Account Holder in connection with the application is false or incomplete or if the Account Holder shall be in breach of these terms and conditions.

## **9. Card Use**

- a) The Card may only be used by the Account Holder or the Authorised User and the Account Holder is responsible for the safe keeping of the Card and the prevention of unauthorised use.
- b) The Card may only be used to obtain the Products at the Sites.
- c) Any Products purchased at 'non' branded locations may be subject to a surcharge. Details of any such surcharges are available from NWF Fuels upon request.
- d) The Card remains the property of NWF Fuels at all times and may only be used up to the noted expiry date.
- e) NWF Fuels may cancel a Card at any time without notice or refuse to issue a replacement Card.
- f) On cancellation or termination of this Agreement, the Account Holder shall cut up, or make unusable the fuel card and then return to NWF Fuels within 7 days of cancellation.
- g) Cancellation of a Card or termination of this Agreement shall be without prejudice to the Account Holders liability in respect of the use of the Card(s) prior to such termination or cancellation.
- h) Possession of the Card does not confer any right on the Account Holder to receive the Product.
- i) Sales receipts are automatically issued for every card transaction, with the exception of automated terminals where the issue of a receipt is optional and upon request.
- j) It is the responsibility of the Account Holder to ensure that the Authorised User returns the receipts for reconciliation against each invoice.

- k) Sites are required to keep copy receipts (with the exception of transactions via automated terminals) for a minimum period of two months and when requested by the Account Holder NWF Fuels will endeavour to obtain copy receipts from Sites.
- l) NWF Fuels shall be entitled to charge a fee of £5.00 plus VAT for each copy receipt provided and £5.00 for each replacement fuel card provided (or such other reasonable fee as NWF Fuels may from time to time specify).
- m) Cards that identify vehicles are issued as a management information tool to be used correctly by Account Holder or Authorised User. Such Cards do not provide additional security. The Account Holder shall be liable to pay NWF Fuels Limited for all amounts due, under the relevant Card transaction, including where the transaction is in respect of a vehicle other than that identified on the Card.

#### **10. Lost or Stolen Cards**

- a) If a Card(s) is lost or stolen (including constructive theft as a result of any person in possession of a Card having ceased to be an Authorised User through termination of employment or otherwise) the Account Holder must immediately notify NWF Fuels by email, fax or registered post at NWF Fuels Limited, Wardle, Nantwich, Cheshire, CW5 6BP or at such address NWF Fuels may specify from time to time.
- b) Notification must be received prior to 15:00 hours in order to be accepted as firm notification on the day of receipt.
- c) Any e-mail, fax or registered post received after 15:00 hours will be deemed to have been accepted as notification on the following working day (Monday to Friday).
- d) The Account Holder will remain liable to NWF Fuels for any supplies of Products arising from the use of such lost Cards by any person until the end of the second working day after the day on which notification is received by NWF Fuels in accordance with clause 10a).
- e) After such time, and provided that this Clause is complied with in full, the Account Holder shall have no further liability for purchases of Products resulting from the use of the Card other than for purchases by the Account Holder or any Authorised User. However, no such releases of liability will be given to the Account Holder if it can be established on the balance of probabilities that:
  - i) the Account Holder or the Authorised User gave the relevant Card to an unauthorised person; or
  - ii) the loss of Card was due to the gross negligence of either the Account Holder or the Authorised User; or
  - iii) the Account Holder or the Authorised User failed to adhere to a request made by NWF Fuels or its representative to destroy or return the Card to NWF Fuels; or
  - iv) the Account Holder was in breach of any of the terms and conditions of this Agreement.

#### **11. General**

- a) The Account Holder shall immediately notify NWF Fuels of any change to the Account Holder's address.
- b) NWF Fuels may vary or add to the terms of this Agreement at any time provided that notice of such variation or addition is served in writing. Any use of the Card(s) by the Account Holder or the Account Holders authorised representative after such notice has been served on the Account Holder shall be construed as acceptance by the Account Holder of such variation or addition.
- c) Unless NWF Fuels expressly states otherwise in connection with any particular promotions, the Card does not entitle the Account Holder to participate in any of NWF Fuels special offers that may be available from time to time.
- d) The Account Holder gives permission to NWF Fuels to carry out any enquiries with respect to opening an account.

- e) Details of this Agreement and the conduct of your account will be registered with a Licensed Credit Reference Agency. Information thus registered may be used to help make credit decisions, or occasionally, for fraud prevention or the tracing of debtors.
- f) By applying for this Fuel Card the Account Holder declares that they are entitled to disclose information they have provided, and any others party to this application and/or anyone else associated with the Account Holder and authorise NWF Fuels to search and/or record information at credit reference agencies about the Account Holder.
- g) Use of a card by the Account Holder constitutes acceptance of the terms and conditions of use, which may be updated from time to time. A copy of the current terms and conditions are available from the Company.
- h) NWF reserves the right to request a deposit at any time during the term of this agreement. Save for any deduction made in respect of monies owed to NWF Fuels, the deposit will be returned within 28 days of receipt of returned fuel cards.
- i) The Account Holder hereby acknowledges and consents to the fact that any information supplied to NWF Fuels Limited hereunder (including information classified as 'Personal Data' for the purposes of the Data Protection Act 1998) may be passed to Chevron Limited (and its Affiliates, agents and subcontractors) on the basis that the transfer of such information is necessary for the performance of a contract to which the Account Holder is a party.

## **12. Liability of NWF Fuels**

- a) NWF Fuels accepts no liability and gives no warranty, express or implied, whether arising by common law or statute in relation to any transaction by or Product supplied to the Account Holder by virtue of entering into this Agreement with the Account Holder.
- b) NWF Fuels accepts no responsibility and shall not be liable to the Account Holder for any failure and/or refusal and/or delay on the part of any Site to accept a Card or to supply Products, or the way in which that failure, refusal and/or delay is communicated.

## **13. Assignment**

- a) NWF Fuels shall (but the Account Holder shall not) be entitled to assign or transfer all or any of its rights and obligations hereunder.

## **14. Miscellaneous**

- a) If a court or any other competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Conditions shall not be affected.
- b) If any invalid, unenforceable or illegal provision of the Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- c) Nothing in these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- d) The Contract (Rights of Third Parties) Act 1999 does not apply so as to give a person who is not a party to the Contract any rights under it.
- e) In sales to customers who are "dealing as consumers" (as defined by section 12 of the Unfair Contract Terms Act 1977), any provision of these Conditions which by virtue of the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1999 would be of no effect shall not apply. When dealing as a consumer, the statutory rights of the customer shall not be affected by these Conditions.

NOTE: For insurance purposes the customer's attention is particularly drawn to those conditions limiting and/or excluding the liability of the Company.