



ATF Fuels, L' Avenue de la Commune, St Peter, Jersey, JE3 7ZR
 Tel: (01534) 880738 Email: sales@atffuels.com Web:www.atf.je

ACCOUNT APPLICATION

Company name		<input type="checkbox"/> Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other
Phone Fax		
E-mail		
Registered company address		
Type of Fuel Required	<input type="checkbox"/> DIESEL <input type="checkbox"/> GAS OIL <input type="checkbox"/> PETROL	
Delivery Address		

BILLING CONTACT INFORMATION

Company Account Name	
Billing Address	
Billing Contact number	
E-mail	
If other please provide	

AGREEMENT

All invoices are to be paid via direct debit by month end plus 15 days.

1. Claims arising from invoices must be made within seven working days.
2. By signing this application you agree that you have read, fully understand and accept the ATF Fuels Terms and Conditions for Fuel Cards stated below, which terms and conditions you hereby agree shall apply to all sales of fuel by you from ATF Fuels, including the settlement terms for the purchase of such fuel.

SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	

Please email completed application to sales@atffuels.com, or post to **L' Avenue de la Commune, St Peter, JE3 7ZR**

Terms and Conditions for Fuel Cards

Please read carefully: these terms & conditions create legally binding rights and obligations between the Customer and the Company. In particular, please pay particular attention to the exclusion clauses in clause 3.2 and clause 7.

1. Definitions and interpretations

1.1 In these Terms and Conditions, unless the context otherwise requires the following words and phrases shall have the following meanings:

Account the nominal account which the Company maintains which nominally tracks the amount of Fuel obtained using Card(s) allocated to the Customer and sums received by way of payment;

Application the application for the Services which can be made by completing an application form issued by the Company, on the Website, via e-mail or over the telephone;

Business Customer means a Customer who is not a Consumer Customer;

Business Day a day (other than a Saturday, Sunday or public holiday); when banks in Jersey are open for business;

Company ATF Global Ventures I IC, L'Avenue de la Commune, St Peter, Jersey, JE3 7ZR;

Consumer Customer means a Customer who is not acting in the course of its trade business craft or profession;

Contract has the meaning given to it in clause 2.3;

Customer the person, firm or company identified in the Application;

Card(s) personalised plastic card(s) authorised by the Company which allows Users to obtain Fuel and/or Other Items at the Sites;

Data Protection Legislation any data protection legislation from time to time in force in Jersey including the Data Protection (Jersey) Law, 2018, the Data Protection Authority (Jersey) Law, 2018 and/or any successor legislation and, where applicable, any other European Union legislation relating to personal data including the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Force Majeure shall include act 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;

Fuel any form of fuel intended for use in a road vehicle which is purchased using the Card;

Insolvency Event shall include, without limitation:

(a) where the Customer suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts as they fall due or becomes bankrupt within the meaning of the Interpretation (Jersey) Law 1954;

(b) where the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(c) where (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(d) where (being a company) an application is made to court, or an order is made, for the appointment of a liquidator, manager, or administrator or if a notice of intention to appoint any of the same is given or is appointed over the Customer or any of its assets;

(e) where (being a company) the holder of a floating charge over the Customer's assets has become entitled to appoint or has appointed a receiver, liquidator, manager, or administrator or similar person or officer;

(f) where a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

(g) where (being an individual) the Customer is the subject of a bankruptcy petition or order;

(h) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 7 days;

(i) where any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (i) above (inclusive);

(j) where the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

(k) where the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

(l) where the Company's trade or credit insurance provider withdraws cover generally or specifically in relation to the Customer; and/or

(m) where the Customer fails to pay any amount under these Terms and Conditions on the due date for payment.

Per Card Fee the per card fee as notified to the Customer (and which will be made available by the Company on request from the Customer);

Personal Data means any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly.

Price the prices for Fuel and other goods and services as published by the Company or notified to the Customer from time to time (and the Company shall make the prices available to the Customer on request);

Services the Account and Card service(s) the Customer has chosen as detailed in these Terms and Conditions and the Website and as specified on the Application;

Sites any participating site specified by the Company from time to time on the website (and the Company shall confirm the participating sites on request by the Customer);

Terms and Conditions these terms and conditions (as updated by the Company from time to time in accordance with clause 2. 7);

User any agent, employee, contractor or officer of the Customer permitted by the Customer to use a Card;

Website the website at www.atf.je.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

1.4 A reference to a party includes its personal representatives, successors or permitted assigns.

1.5 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.6 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

1.7 A reference to writing or written includes faxes and e-mails.

2. Terms and Conditions

2.1 These Terms and Conditions are used with both Business Customers and Consumer Customers. Consumer Customers have legal rights in relation to goods and services..

2.2 The Customer will submit a completed Application to the Company. Where the Company wishes to accept such Application, on the basis of the information provided in such Application, the Company will arrange for the production of the Card(s) encoded and embossed with the Customer's data and the subsequent mailing of Card(s) to the Customer, where appropriate. The Services shall be provided by Company to the Customer subject to these Terms and Conditions and to the exclusion of all other terms and conditions which the Customer purports to apply under any purchase order, acceptance of quotation or other document.

2.3 The Customer shall be deemed to have accepted these Terms and Conditions on the earlier to occur of:

- (a) the Customer signing the reverse of the Card; or
- (b) the Customer's first use of the Card (the "Contract").

2.4 The only circumstances in which the Customer will not be bound by these Terms and Conditions is if the Customer immediately returns the Card to the Company on receipt of the Card and before the Card is signed or used.

2.5 The Customer warrants, represents and undertakes to the Company that all information provided by the Customer including information submitted in connection with the Application shall be true, accurate and complete and the Customer shall immediately notify the Company if any information becomes untrue, inaccurate, incomplete or misleading. The Customer acknowledges that the Company has been induced to enter into the Contract in reliance on the information provided by the Customer.

2.6 The Company may require the Customer to provide any documentation which the Company requires in relation to the operation of the Account from time to time including but not limited to the Customer's latest set of accounts, physical forms of identification, and details of relevant directors, shareholders, partners of the Customer.

2.7 The Company may change these Terms and Conditions from time to time (for example in relation to legal or regulatory requirements) on 30 days' notice to the Customer. Use of the Card by the Customer after the end of the notice period, shall constitute deemed acceptance of the changes by the Customer. Publication of any variation or addition by such means as the Company may reasonably select shall constitute effective notification to the Customer. The most current Terms and Conditions will always be available on request to the Company and the Customer should regularly check the website for any variation or additions. In the event that the Customer does not wish to be bound by any changes to the Terms and Conditions, the Customer shall advise the Company prior to the end of the 30 day notification period, return all Cards to the Company and terminate the Contract pursuant to clause 6.3. Except as set out in these Terms and Conditions, no purported variation of the Fuel Sale Agreement by the Customer shall be effective unless it is in writing and signed by or on behalf of each of the parties.

2.8 The Customer may not apply for any Card other than on behalf of itself.

3. Services

3.1 The Company shall provide the Services with reasonable care and skill. and in particular, the Company shall use reasonable endeavours to:

- (a) ensure that information which it makes available in connection with the Card and the Services (including records of Fuel obtained using the Cards) is accurate and complete but the Company provides no warranty or representation that Information made available by the Company is accurate, up-to-date or complete
- (b) supply the Customer on request with the details of the balance of the Account.

3.2 The Company reserves the right in its absolute discretion without giving notice to the Customer to vary the Sites in any directory of Sites from time to time produced by the Company and also to exclude any one or more of the Sites.

4. Use of Card & Services

4.1 The Company shall, subject to the Customer observing and performing all its obligations under the Contract, make available to the Customer such number of Cards as the Customer shall reasonably require to enable the Customer to obtain Fuel from the Sites. The Company may in its absolute discretion from time to time set limits as to the amount of Fuel the Customer is permitted to obtain and may also charge for the non-use of such Cards. Subject to clauses 5.2 and 5.3, the limits and charges applicable to the Card shall be as stated on the Application, the Website and will also be made available by the Company on request from the Customer.

4.2 The Cards:

- (a) shall at all times remain the property of the Company and shall be returned to the Company on demand and may be retained at any time by the Company or any person acting on the Company's behalf;
- (b) shall not be used after its expiry date and the Customer shall, on the day after such expiry date, destroy the Card;
- (c) are not transferable or assignable in any way and shall only be used by the Customer and/or its Users; and
- (d) and the operation of the Account may be suspended, cancelled or their use withdrawn by the Company in its absolute discretion at any time.

4.3 Any Card issued to a given vehicle shall not be used after the day on which the Customer ceases to own the vehicle or withdraws such vehicle and shall comply with clause 4.7.

4.4 The Customer shall at all times ensure that the Cards are not damaged or defaced.

4.5 If a Card is lost or stolen or the Customer believes that the security of a Card is or may be compromised, the Customer shall immediately notify the Company of the same quoting the Card number (and if such notification is given orally it must be confirmed in writing as soon as is reasonably practicable and in any event within 3 days). In such event the Company shall cancel the Card so notified and shall issue a new Card with a different number. Card stops will be confirmed by the Company to the Customer via email.

Until this email confirmation has been received the stop remains unconfirmed.

The Company may elect to levy a fee for the provision of replacement Cards and the fee will be notified to the Customer before the replacement Cards are issued.

4.6 The Customer shall immediately notify the Company if at any time the Customer suspends cancels or otherwise prohibits use of any Card by a User for any reason (and if such notification is given orally it shall be confirmed in writing as soon as is reasonably practicable and in any event within 3 days). Such notification shall include details of the User's name and Card number. Card stops will be confirmed by the Company to the Customer via email.

Until this email confirmation has been received the stop remains unconfirmed.

4.7 In the event that a Card is cancelled and/or withdrawn from use for any reason the Customer shall destroy the Card in question and shall if requested to do so, confirm in writing to the Company that the Card has been destroyed.

4.8 In either of the cases envisaged by clause 4.5 or clause 4.6 the Customer shall be liable for all Fuel obtained from a Site using such a Card until: (a) in the case of automated Sites capable of accepting stop list updates via electronic data transfer 1 Business Day after the Customer's written notice under clause 4.5 or clause 4.6 in respect of that Card is received by the Company; or (b) in the case of manual sites, 3 Business Days after such notice is given to and confirmed received by the Company provided such notice is given before 2.30 pm during the course of a Business Day and any notice given outside such hours shall be deemed given at 9.00 am on the Business Day thereafter (and for the avoidance of doubt no notice shall be deemed given until e-mail confirmation of receipt has been provided by the Company).

4.9 The Customer shall, if requested to do so, give the Company and any person acting on the Company's behalf all assistance and information as to the

circumstances of the loss, then or possible or actual security compromise of the Card and shall take all reasonable steps to assist the Company to recover the Card. The Customer consents to the disclosure to third parties of such information as is relevant concerning the User or use of the Card in connection with such loss, theft or possible or actual security compromise of the Card.

4.10 The Company may from time to time issue a list of stopped or invalid Cards and the Company shall not be liable for any loss or damage sustained by the Customer in the event of any Card appearing on a list of stopped or invalid Cards (for whatever reason and including any Card being placed on a list of stopped or invalid Cards by an error of the Company or its employees agents or otherwise) or if a Card is not accepted for any other reason.

4.11 The Customer shall ensure that Users:

- (a) keep all personal identification numbers provided for the Cards secret at all times;
- (b) present a Valid Card prior to the commencement of the transaction at the Site;
- (c) allow the Card to be checked (including verification of the signature or the vehicle registration number on a Card) by the Company or any person authorised including the Site operator and its employees, agents or other persons authorised by the Site operator;
- (d) comply with the terms of this Contract insofar as they relate to the use of the Card.

If any requirements of clause 4.11 are not complied with or the Card is used other than in accordance with the terms of this Contract, the Customer shall remain liable to pay the Company for all amounts due under the relevant Card transaction. Such transactions shall be considered as a valid transactions once accepted by a Site.

4.12 A Card shall not be valid unless the signature strip on the reverse of the Card has been completed by the Customer or the User in accordance with the instructions issued by the Company from time to time.

4.13 The Customer shall ensure that all details relating to the Card and the Services are kept confidential at all times including the PIN number (if applicable) for each Card and any user names and/or passwords which are provided to the Customer in connection with the Website. The Customer shall notify the Company immediately if it becomes aware of or suspects any loss or unauthorised use of or disclosure of such information.

4.14 It is the obligation of the Customer to collect and retain any sales vouchers issued at the time Fuel is purchased.

4.15 The Company shall provide the Customer with a separate Personal Identification Number (PIN) for each card supplied. Each PIN shall only be used by the relevant Cardholder and shall not be disclosed to any other person. The PIN must be memorised by the Cardholder and any document on which it was supplied destroyed. The PIN must not be kept in any other written format.

4.16 The Customer and User shall ensure that card(s) or pin(s) are not left at any Site or in any vehicle.

4.17 Replacement and/or reminder PINs will only be provided by the Company once satisfactory validity checks have been completed.

4.18 The Company reserves the right to automatically stop cards that have not been used for a period of time it deems reasonable without notifying the Customer.

4.19 The Company reserves the right to refuse any single Card Transaction from time to time for any reason connected with Card security and the Customer hereby acknowledges and accepts that the company shall not be liable in any way for such refusal.

5. Price and Payment

5.1 The Customer shall pay the Company the Per Card Fee for each Card issued. The Per Card Fee is non-refundable.

5.2 The Company may at any time vary the price of Fuel (or the method by which the price or Fuel is calculated), the Per Card Fee and/or any other charges levied by the Company.

5.3 The Company may at any time vary how it calculates all prices, including the price of Fuel, charged to the Customer. This includes: (i) where Fuel prices are based on the Platts index, the ability to add additional amounts as it shall determine from time to time on to the base index price; and (ii) the ability to charge different prices at different Sites.

5.4 The Company shall invoice the Customer at intervals notified by the Company to the Customer from time to time for all Fuel obtained using the Card at the Price applicable at the time of such items were obtained using the Card and all other fees and payments due to the Company in connection with the Contract.

5.5 The Customer shall pay such invoices in full within the timeframe and in the manner notified by the Company to the Customer from time to time. All fees and payments referred to in these Terms and Conditions are exclusive of VAT and Goods and Services Tax which, where applicable, shall be added to the relevant charge. The Company may vary the invoicing and/or payment terms set out in these Terms and Conditions including by changing the day on which invoices are issued, the frequency at which invoices are issued and by varying the number of days within which the Customer is required to pay the invoices.

5.6 Where the Customer is required to make payment to the Company by direct debit, the Customer shall ensure that it has sufficient cleared funds available to enable the direct debit payment to be made and shall make the payment in Pounds Sterling free and clear of and without any deduction for or on account of any withholding tax, set-off or counterclaim.

5.7 Where payment by direct debit falls due on a non-business day, the company reserves the right to collect the payment on the previous business day.

5.8 No payments shall be deemed to have been received until the Company has received payment in full in cleared funds.

5.9 The Company may, in its absolute discretion, issue the Customer with electronic invoices where legally permitted. For any Customer requesting to receive invoices via e-mail an electronic invoice or the provision of access to such a document will be sent or provided on behalf of the Company at regular intervals or at such times as are agreed by the Company. The Company reserves the right to charge for paper invoices if requested by the Customer.

5.10 The Company reserves the right in its absolute discretion to levy an administration fee and/or any other charges on the drawings on an invoice(s) and/or invoices for any reason including to reflect any variation in the market or economy or the rejection or cancellation of any direct debit.

5.11 Company may set a credit limit for the Customer, the level of which will be at the Company's discretion and the Company will notify the Customer of its assigned credit rating after receipt the Application. The Company may change the credit rating from time to time in its absolute discretion. Should the sums due to the Company exceed or look likely to exceed the Customer's assigned credit limit, the Company may suspend the Account with or without notice which means no more Fuel may be obtained using the Cards until further notice.

5.12 The Customer shall make all payments due under the Contract including any interest payable under clause 5.15, without any deduction whether by way of set off counterclaim, discount, abatement or otherwise.

5.13 If the Customer fails to pay to the Company any sums due to the Company under the Contract on or before the due date or if the Company has any concerns regarding the Customer's financial standing:

- (a) all invoices issued on or prior to the date on which that payment becomes overdue or, where no payment is overdue but where the Company has concerns regarding the Customer's financial standing, the date on which the Company gives written notice to that effect to the Customer, will immediately become due and payable;
- (b) the Company may terminate the contract for breach under clause 6.4;
- (c) the Company may increase Prices and other fees and payments due under this Contract and/or reduce the payment period for invoices and/or require the payment of a deposit or the provision of additional security arrangements to cover the increased trade risk;
- (d) the Company may suspend the Card(s) and/or Account and the Customer shall not be entitled to draw Fuel from the Sites or otherwise use the Card;
- (e) the Company may withdraw rebates or other allowances given to the Customer and such additional resulting sums shall become due to the Company immediately; and/or

- (f) the Customer shall pay all the Company's reasonable costs incurred in the course of recovering any overdue debt, including any credit card payments. In each case, such rights and remedies shall be exercisable at the discretion of the Company.

5.14 The Company may at any time require the Customer to provide a payment by way of deposit as a condition of providing the Services including in circumstances where the Company believes that there is a risk of the Customer experiencing an Insolvency Event or otherwise defaulting on its obligations pursuant to this Contract. In the event that the Customer breaches the Terms and Conditions, the Company shall be entitled to forfeit the deposit.

5.15 If any sum payable under the Contract is not paid on or before the due date for payment the Company will be entitled to charge the Customer interest on that sum at 8% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis.

6. Termination

6.1 The Contract shall continue in full force and effect until terminated in accordance with this clause 6.

6.2 The Company shall be entitled to terminate the Contract at any time by giving immediate notice to the Customer.

6.3 The Customer shall be entitled to terminate the Contract by giving at least 90 Business Days' notice in writing to the Company.

6.4 The Company shall be entitled to terminate the Contract immediately in whole or in part (or suspend the provision of the Services temporarily or indefinitely), if:

- (a) the Customer is in breach of any of its obligations under the Contract (regardless of whether such breach is trivial material or repudiatory);
- (b) there is a change of control of the Customer;);
- (c) the Customer suffers an Insolvency Event;
- (d) the Company, acting reasonably, believes the Customer is at risk of suffering an Insolvency Event;
- (e) the Company receives a credit reference which in the Company's reasonable opinion is unsatisfactory; or
- (f) the Customer fails to comply with a request made by the Company under clauses 2.6, 4.9, 5.6 or 5.13.

6.5 Upon termination of the Contract for whatever reason the Customer shall return to the Company each Card and pay all sums due to the Company in accordance with the terms of the Contract.

6.6 Termination of the Contract shall be without prejudice to the rights and remedies which have accrued as at termination.

6.7 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect including, but not limited to, clause s 4.7, 4.13, 5.12, 7 and 9.

7. Limitation of Liability and Indemnity

7.1 Subject to clauses 3.1 and 7.4, all conditions, warranties or other terms which might be implied or incorporated into the Contract or any collateral contract whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and statements and representations made by the Company's employees and/or agents shall not be binding upon the Company and the Customer is advised to ask for such statements and representations to be confirmed in writing by the Company. In addition, the Company makes no warranty that Sites or Fuel will be available nor that Sites will accept or honour the Card or that Account data will be accurate, up-to-date or complete.

7.2 Subject to clause 7.4, the Company shall have no liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential and whether the same arise in contract, tort (including negligence) or otherwise howsoever arising, which fall within any of the following categories:

- (a) loss of profits;
- (b) loss of anticipated savings;
- (c) loss of business opportunity or contracts;
- (d) damage to goodwill or reputation;
- (e) third party claims; and/or
- (f) loss of production.

For the purpose of Consumer Customers, references to indirect and consequential loss in this clause means losses which happen as a side effect of the main loss or damage and which are not foreseeable by the Consumer Customer and the Company.

7.3 Subject to clause 7.2 and 7.4, the total liability of the Company, whether in contract tort (including negligence) or otherwise howsoever arising and whether in connection with the Contract or any collateral contract shall in no circumstances exceed a sum equal to £150 in aggregate.

7.4 The exclusions in the Contract shall apply to the fullest extent permissible at law, but the Company does not exclude liability for death or personal injury caused by the negligence of the Company, its officers, employees, contractors or agents, for fraud or fraudulent misrepresentation, for breach of the obligations implied by Articles 22,23 or 25 of the Supply of Goods and Services (Jersey) Law 2009, or for any other liability which may not be excluded by law.

7.5 The Customer shall reimburse the Company in full and on demand against all loss, damage, action, claims, expenses and costs including but not limited to financial loss and the fees of the Company's legal advisors whatsoever and howsoever arising directly or indirectly out of or in connection with: (a) any breach by the Customer of its obligations contained herein: (b) use of a Card after the Customer has confirmed such Card as destroyed, stolen or damaged, subject to clause 4.8(c); and (c) the use of a Card or the Website by anyone other than a User.

8. Data Protection

8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This section is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Company is collecting Personal Data for use in providing the Services and as such the Customer is the Data Controller and the Company is the Data Processor and that the Customer may also share some Personal Data about Users, including its employees and other who may be provided with a Card and access to use of Services for which the Company is responsible (where **Personal Data**, **Data Controller**, **Data Processor** and **Data Subject** have the meanings as defined in the applicable Data Protection Legislation). The parties further acknowledge that:

- (a) the scope of processing by the Company of Personal Data is limited to processing in Jersey, by the Company and its third party service providers, to facilitate the provision, monitoring and development of the Services and for ensuring compliance with the Terms and Conditions;
- (b) the nature and purpose of processing of Personal Data by Company is the facilitation of the Services;
- (c) the duration of the processing is limited to the duration of the provision of the Services and any further period as may be necessary to fulfil legal obligations (for example records of Fuel purchase and Card transactions for VAT and accounting purposes and to protect against fraud); and
- (d) the types of Personal Data processed include Personal Data records relating to the Customer and Users.

8.3 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of the arrangement under these Terms and Conditions.

8.4 The Company shall, in relation to any Personal Data processed in connection with the performance by Company of its obligations under these Terms and Conditions relating to provision of Services:

- (a) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by applicable Data Protection Legislation to otherwise process that personal data.
- (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by applicable Data Protection Legislation to store the Personal Data
- (d) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (i) not transfer any Personal Data outside of the European Economic Area unless the Customer's prior written consent has been obtained and the following conditions are fulfilled with respect to the processing of the Personal Data; the Customer or Company have provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies as may be required to be made available by law from time to time; and
 - (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - (iv) the Company will comply with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.
- (e) maintain complete and accurate records and information to demonstrate its compliance with this section.

8.5 The Company will assist the Customer at the Customer's cost), in responding to any request from a Data Subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

8.6 Where a party is the Data Processor in respect of relevant Personal Data, it will notify the Data Controller without undue delay and in any event within 72 hours (where feasible) on becoming aware of a Personal Data breach;

8.7 The Customer consents to the Company appointing hosting service providers as a third-party processor of Personal Data under these Terms and Conditions. The Company confirms that it has entered or (as the case may be) will enter with any third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this section. As between the Customer and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this section, but always subject to these Terms and Conditions and any limitations of liability or obligation contained in them.

8.8 The Company may, at any time on not less than 30 days' notice, revise this section by replacing it with any applicable controller to processor standard sections or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

9. Confidentiality

9.1 The Contract, the information it contains and all information exchanged in relation to it are confidential between the Company and the Customer. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 9.

9.2 Each party may disclose the other party's confidential information

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 9; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

10. Third Party Rights

10.1 A person who is not a party to the Contract between the Company and the Customer shall not have any rights to enforce its terms.

11. General

11.1 All Intellectual Property Rights and related intellectual property in use by the Company in the Application, on the website or used in connection with this Contract are and shall remain the Company's property and the Customer shall have no licence to use nor any right to copy such materials with the specific written consent of the Company.

11.2 Neither party shall be under any liability whatsoever to the other for any 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, except that the Customer shall still be liable to pay any sums which have become payable by the Customer under the Contract.

The party which is prevented from performing its obligations hereunder by Force Majeure shall advise the other party as soon as practicable of its inability to meet its obligations specifying the cause of the force majeure and shall advise the other party when such difficulty ceases.

11.3 Any dispute relating to this Contract shall be notified in writing to the Company within 7 Business Days from the earlier of the date of the statement or invoice to which the dispute relates or the date on which the Customer became aware (or ought to have been aware) of the dispute. Thereafter, all statements and invoices shall be deemed to be final and conclusive and the Customer waives its right to dispute such statements and invoices.

11.4 Each right or remedy of the parties under the Contract shall not affect any other right or remedy of the parties whether under the Contract at law, in equity or otherwise.

11.5 Any purported waiver by the Company of any breach of any of the conditions herein shall not be deemed a waiver unless and until confirmed by the Company in writing and such purported or confirmed waiver shall not be construed as a waiver of any earlier or later default of a like nature.

11.6 In the event of the invalidity or unenforceability of any part or provision of the Contract 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 which shall remain in full force and effect.

11.7 Nothing in the Contract shall be deemed to create a partnership or relationship of agent and principal or relationship of employer and employee between the Company and the Customer.

11.8 Where the Customer consists of two or more persons acting in partnership or otherwise such expression throughout shall mean and include such two or more persons and each or any of them and all obligations and liability on the part of such a Customer shall be joint and several.

11.9 Any notice served hereunder pursuant to the Contract 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 to the addressee at its address set out above in the case of the Company and set out in the Application in the case of the Customer or at such other address as shall have later been notified to the sender in writing

and such notice shall, subject to clause 4.8, be deemed to have been given at the time of delivery if delivered by hand or facsimile transmission or 2 Business Days after despatch of it posted to an address in Jersey and 5 Business Days after posting for any other address as aforesaid.

11.10 The Company may assign, transfer, charge or deal with the Contract or any part of it. The Customer may not assign, transfer, charge or deal with the Contract or any part of it.

11.11 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that in entering into the Contract it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract.

11.12 The formation, existence, construction, performance, validity and all aspects of the Contract and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of the Island of Jersey. Each Party irrevocably agrees that the courts of the Island of Jersey shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).