

THE FUEL CARD COMPANY UK LIMITED - TERMS & CONDITIONS FOR FUEL CARDS

The following Terms and Conditions shall govern the use of Cards issued by TFCC.

1. Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following terms shall have the following meanings:-
"Application Form" means the application form completed by the Customer relating to the provision of Cards by TFCC;
"Agreement" means the contract between the Customer and TFCC constituted by the Application Form, these Terms and Conditions, any payment terms stipulated on any Invoice and [where applicable] the e-flex terms and conditions of use;
"Authorised User" means any person provided with a Card by the Customer or otherwise authorised by the Customer to obtain Goods at any of the Sites;
"Business Day" means any day other than a Saturday, Sunday or public holiday in England;
"Card" means a plastic card or other similar device which allows a person to obtain Goods at any of the Sites;
"Compromised Card" has the meaning given in paragraph 6.1 of these Terms and Conditions;
"Customer" means a person whose application for Cards is accepted by TFCC and in whose name the Card account is held;
"e-flex" means TFCC's online account management system;
"Fuel" means diesel engine road vehicle fuel;
"Goods" means Fuel, petrol, lubricants, gas, oil and other goods and services available to be acquired by Authorised Users, whether with the use of a Card or otherwise, at any of the Sites or which may become so available at any of the Sites;
"Initial Period" has the meaning given in paragraph 9.7.1 of these Terms and Conditions;
"Invoice" means any invoice sent by TFCC to the Customer;
"Operator" means the operator of a Site;
"Other Goods" means Goods other than Fuel;
"Site" means any site specified as such by TFCC from time to time at which a Card can be used to obtain Goods;
"Terms and Conditions" means these terms and conditions, as amended from time to time by TFCC; and
"TFCC" means The Fuelcard Company UK Limited (Co. No. 05939102) whose registered office is at Unit 3, St James Business Park, Grimbold Crag Court, Knaresborough, North Yorkshire HG5 8QB; and "Website" means TFCC's website, www.fuelcards.co.uk, or at such other url as may be in operation from time to time.
 - 1.2 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 all such persons.
 - 1.3 Nothing in these Terms and Conditions shall be deemed to create a partnership or any relationship of agent and principal between TFCC and the Customer or any Authorised User.
 - 1.4 Reference to any statute or statutory provision includes a reference to:
1.4.1 that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and
1.4.2 all statutory instruments or orders made pursuant to it.
 - 1.5 Words denoting the singular only shall include the plural and vice versa. Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.
 - 1.6 Unless the context otherwise requires, reference to any paragraph or sub-paragraph is to a paragraph or sub-paragraph (as the case may be) of these Terms and Conditions.
 - 1.7 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of these Terms and Conditions.
- ## 2. Acceptance of Terms and Conditions
- 2.1 The Application Form and these Terms and Conditions, together with any payment terms stipulated on any Invoice and [where applicable] the e-flex terms and conditions of use, shall govern the Agreement between the parties to the exclusion of any other terms and conditions. These Terms and Conditions shall apply to all contracts for the provision of Goods arising under the Agreement whether by the use of a Card or otherwise.
2.2 Without prejudice to paragraph 2.1:-
2.2.1 use of a Card by the Customer or any Authorised User constitutes acceptance of these Terms and Conditions; any quotation, offers and/or tenders are made and all orders for Cards are accepted by TFCC subject to these Terms and Conditions; and
2.2.3 advertisements, fliers, notices and sales brochures however supplied are intended for general guidance and information purposes only and shall not form part of the Agreement.
 - 2.3 TFCC reserves the right to amend the Terms and Conditions from time to time and shall notify the Customer accordingly. The Customer shall be subject to the Terms and Conditions that are in force at the time that a Card is used. The Customer acknowledges and agrees that notification of amendments may take place via email, post or via e-flex.
- ## 3. Issue of Cards
- 3.1 The Customer and its Authorised Users will be allowed to use the Cards issued to such Customer for obtaining Goods from the Sites on and subject to these Terms and Conditions.
 - 3.2 The Customer warrants and undertakes to ensure that all Authorised Users shall comply with these Terms and Conditions at all times.
 - 3.3 Cards shall at all times remain the property of TFCC and shall be returned to TFCC on demand. TFCC may, in its absolute discretion, suspend, place on stop, cancel or withdraw the use of any Card.
 - 3.4 TFCC shall, subject to the Customer observing and performing all its obligations under these Terms and Conditions, make available to the Customer such number of Cards as the Customer shall reasonably require to enable its Authorised Users to acquire Goods from the Sites. TFCC may charge non-refundable fees to the Customer for the issue of the Card(s) on establishing the Customer's account, for replacement Cards, additional Cards and on renewal of a Card. TFCC reserves the right to demand that such charges are payable in advance at the prevailing rates which may be subject to increase from time to time [details of current rates are available on the Website].
 - 3.5 The Customer shall be solely responsible for the safe keeping and security of any Cards issued to it and for their correct use at all times and agrees that it will prevent them from being lost, stolen or used by any person other than its Authorised Users in accordance with these Terms and Conditions. The Customer shall, without prejudice to the generality of the foregoing:-
3.5.1 keep the Cards safe, undamaged and undefaced and shall not interfere with any magnetic strip, chip or other electronic device in or on the Card;
3.5.2 sign or write the vehicle registration on the back of each Card immediately upon receipt; and
3.5.3 not allow anyone other than an Authorised User to use the Card.
 - 3.6 A Card shall not be used after its expiry date or, if earlier, after the date on which any replacement card which has been issued by TFCC and is expressed to commence and shall, by no later than the day after such expiry date, be destroyed by the Customer or, if requested by TFCC, returned to TFCC cut in half.

4. Use of Cards at Sites

- 4.1 TFCC reserves the right, in its absolute discretion, without giving notice to the Customer to add Sites and also to exclude any one or more of the Sites. Inclusion of a Site in any directory or list published by TFCC at any time is not a warranty or representation that such Site exists or is or will remain a Site at any time. It shall be the Customer's responsibility to ensure that any place at which a Card is presented is a Site before any Fuel is drawn or Other Goods acquired. A hard copy of TFCC's site directory will be provided on commencement of this Agreement. TFCC may charge a fee for each replacement hard copy directory requested by the Customer. Details of current fees are available on the Website.
 - 4.2 All Goods provided under these Terms and Conditions upon the acceptance of a valid Card are supplied by the Operator on behalf of TFCC.
 - 4.3 The Customer shall ensure that any Authorised User shall produce a valid Card to the Operator and shall comply with any procedural requirement or request of the Operator. Without prejudice to the foregoing, the Customer agrees to provide the Card to the Operator and to allow the Card to be checked (including verification of the signature or the vehicle registration number on the Card) by TFCC or any person authorised by it, including the Operator and its employees, agents or other representative, provided that TFCC shall not be liable for any liability, loss or damage whatsoever or howsoever arising sustained by the Customer in the event that a Card is not so checked by TFCC or any other person in accordance with this paragraph.
 - 4.4 The Customer shall ensure that any person using a Card shall not tamper with or try to alter or interfere with any Site fuel monitoring device or any other equipment at any Site. In the event of there appearing to be a defect or fault in the Site fuel monitoring device or any other equipment at any Site the Customer shall forthwith report the same to TFCC and the Operator.
 - 4.5 For the purpose of these Terms and Conditions, risk in Fuel passes to the Customer when the Fuel passes the outlet nozzle of the Site's delivery pump and the risk in the Other Goods passes to the Customer when the Customer takes delivery thereof.
- ## 5. Use of PINs
- 5.1 In the event that any Card is issued with a personal identification number (PIN) or a PIN is required by an Operator or at any Site, including unattended automated facilities, the provisions of this paragraph 5 and paragraph 6 shall apply.
5.2 Security of the PIN is paramount and the Customer agrees that it will not and will procure that every Authorised User will:-
5.2.1 not write (or otherwise record) the PIN on the Card or any other item normally kept with or near the Card;
5.2.2 not write (or otherwise record) the PIN in a way that can be easily understood by someone else;
5.2.3 not disclose the PIN to any other person, including any representative of TFCC;
5.2.4 destroy any PIN label immediately after receipt; and
5.2.5 comply with all reasonable instructions issued by TFCC regarding PIN security.
 - 5.3 The Customer shall ensure that any person using a Card shall comply with any procedural requirement or request of the Operator regarding PINs.
 - 5.4 The Customer may request TFCC to provide a replacement PIN for a Card. TFCC shall be entitled to charge a fee per PIN for this service. Current fees are available on the Website.
- ## 6. Lost/stolen/compromised Cards
- 6.1 If any Card is issued by TFCC and not received by the Customer or is lost or stolen or if the Customer is aware or suspects that any person other than an Authorised User knows the PIN of any Card or a Card is for any reason liable to be misused (together a "Compromised Card"), the Customer shall immediately notify TFCC either:
6.1.1 by telephone on 0845 456 1400 (or such other telephone number as TFCC may notify from time to time) AND in writing in accordance with paragraph 14 of these Terms and Conditions. Notification will be deemed to be given in writing at the time specified in paragraph 14 as soon as practicable and in any event within 3 days; or
6.1.2 via e-flex, and for such notification to be effective for the purposes of this paragraph 6.1, such notification must include details of the Authorised User's name and Card number together with all relevant information in the Customer's knowledge or possession as to the circumstances or events leading to the notification.
 - 6.2 Following receipt of notification of a Compromised Card, TFCC shall place the Card(s) in question on stop and may in its discretion:
6.2.1 terminate the Agreement; and/or
6.2.2 provide a replacement Card to the Customer.
 - 6.3 Although TFCC will endeavour to prevent the use of a Compromised Card from the time of notification, it cannot guarantee that such use can be prevented in all circumstances. Accordingly, subject to paragraphs 6.4 and 7, the Customer will remain liable for the use of any Compromised Card until:
6.3.1 in the case of automated Sites capable of accepting stop list updates via electronic data transfer 1 Business Day after notification in accordance with paragraph 6.1; and
6.3.2 in the case of manual Sites, 3 Business Days after notification in accordance with paragraph 6.1.
 - 6.4 Notwithstanding any other provision of these Terms and Conditions, the Customer shall remain liable for use of a Card where it is established to TFCC's reasonable belief that:
6.4.1 the Customer or an Authorised User gave the relevant Card to an unauthorised person; or
6.4.2 the circumstances resulting in the Card becoming lost, stolen, misused or compromised were due to the fraudulence, negligence or wilful default of either the Customer or an Authorised User; or
6.4.3 the Customer was in breach in any provision of these Terms and Conditions.
 - 6.5 Any new Card issued to replace a Compromised Card will be allocated a new number. TFCC shall be entitled to charge a fee for issuing any replacement Cards. Current fees are available on the Website.
 - 6.6 The Customer agrees that it will provide TFCC with any help which TFCC considers necessary or desirable to recover any Compromised Card or to find out who might have used the Card or the PIN. In all cases, including but not limited to when fraudulent usage has occurred, the Customer may be required to report the matter to the police, obtain a police crime reference and co-operate with the police and/or TFCC in efforts to recover the Card and/or in any associated civil and/or criminal proceedings.
 - 6.7 The Customer agrees that TFCC may give the police or any prosecuting authority and/or TFCC's solicitors any information requested if TFCC believes it will assist in locating, apprehending or prosecuting any person in connection with the misuse or abuse of any Card, or that it will avoid or mitigate loss or help recover any Card and/or any Goods obtained or the proceeds thereof.
 - 6.8 If the Customer finds or remains in possession of a Compromised Card which has been reported under paragraph 6.1, the Customer undertakes not to use it and to cut it in half and return it immediately to TFCC by registered post. If the Customer uses such Card, TFCC shall be entitled, in its absolute discretion, to decline any attempted transaction or to debit the Customer's account.

7. "Zero Liability"

- 7.1 If a Customer has opted for the service called "Zero Liability" then, subject to the Customer having paid the applicable fee for such service to TFCC's satisfaction, the provisions of this paragraph 7 shall apply. Details of the current fees for Zero Liability are available on the Website.
 - 7.2 Save in respect of any circumstance set out in paragraph 6.4, with effect from the time of a notification duly given in accordance with paragraph 6.1, the Customer shall not be liable for use of a Compromised Card.
- ## 8. Cancellation of Cards
- 8.1 The Customer shall forthwith notify TFCC if at any time the Customer wishes to suspend, cancel or otherwise prohibit the use of any Card. Such notification must be given in accordance with paragraph 6.1.
 - 8.2 The Customer acknowledges that cancellation of a Card by TFCC following a request from the Customer will prevent renewal of the Card, but may not prevent the Card from being used.
 - 8.3 The Customer undertakes to cut in half and return immediately any cancelled Card to TFCC. If the Customer requests TFCC to deactivate or cancel a Card for any reason other than loss or theft, the Customer will remain responsible for transactions on the Card until such time as the Card is cut in half and has been received by TFCC (by registered post). Failure to destroy a Card will prevent its cancellation and the Card in question will remain on stop until the expiry date thereof has been reached. Where any Card is suspended, cancelled or its use is otherwise prohibited this may be confirmed in writing by TFCC to the Customer.
 - 8.4 The Customer shall indemnify and keep indemnified TFCC against all damages, costs, expenses and liability of whatsoever nature which TFCC shall suffer by reason of the subsequent use of a Card that the Customer had confirmed as being destroyed but which has not been returned to TFCC cut in half. This indemnity shall survive termination of the Agreement, howsoever occurring.
- ## 9. Charges and Invoicing
- 9.1 The prices payable for Fuel and/or Other Goods may be notified by TFCC to the Customer from time to time. TFCC reserves the right in its absolute discretion to increase the price payable for Fuel and/or Other Goods from time to time without notice to the Customer due to variation in the market or economy or for any other reason whatsoever arising. TFCC may also apply handling fees and surcharges in respect of certain Sites. Details of current fees and site surcharges are available on the Website.
 - 9.2 Fuel price updates (for fixed price Cards only) are normally sent on either Friday or Monday by email or SMS message. The Customer may request fuel price updates by fax and TFCC shall be entitled to charge a fee for each fax transmission sent. Details of current fees are available on the Website.
 - 9.3 The Customer agrees to pay the prices for the Goods from time to time applicable and acknowledges that due to fluctuations in market prices, it is impractical for TFCC to notify each Customer of such price changes. Use of the Card by the Customer constitutes acceptance of any variations in price.
 - 9.4 TFCC will invoice the Customer monthly, fortnightly or weekly (as appropriate) in arrears detailing the Goods acquired using Cards on the Customer's Card account which have been processed by TFCC prior to raising the relevant Invoice, together with handling fees, site surcharges and any ancillary charges applicable by TFCC during the Invoice period. Invoices may be delivered by email or by being made available on or through the Website or e-flex. Hard copy Invoices may be made available on request and are subject to additional fees for each Invoice sent at the Customer's request. Details of applicable fees are available on the Website.
 - 9.5 If requested by the Customer, TFCC will endeavour to supply the Customer on a regular basis details of the Customer's Fuel drawings for requested periods. TFCC 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. TFCC reserves the right to supply such information by e-mail and it is the responsibility of the Customer to advise TFCC in the event of any such error. TFCC shall be entitled to charge a fee for providing such information. Details of current fees are available on the Website.
 - 9.6 In addition the Customer shall be entitled to administer its Card account(s) with TFCC via e-flex and in so doing shall, at all times, be subject to the terms of use of e-flex, as the same may be amended from time to time.
 - 9.7 If the parties enter into the Agreement on the basis that the Customer will draw at least 300 litres of fuel each month. In the event that the Customer:
9.7.1 has not used a Card to obtain any Goods in any period of 3 months (with the exception of the period of 3 months from acceptance of the Customer's Application Form ["Initial Period"]), TFCC may charge non-usage fees in respect of such periods of non-use;-
9.7.2 draws less than 300 litres of fuel in any calendar month (with the exception of the Initial Period), TFCC may charge low usage fees in respect of any such month.
Details of all current fees and charges are available on the Website.
 - 9.8 All prices, fees and charges or similar referred to in these Terms and Conditions are to be taken as exclusive of Value Added Tax which, where applicable, shall be added to the relevant charge at the prevailing rate.
 - 9.9 Any dispute relating to the provisions of Goods should be notified in writing to TFCC within 30 days from the date of delivery of the statement or invoice (whichever is the earlier) which relates to the disputed delivery, drawing, price 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.
- ## 10. Payment and Interest
- 10.1 Payment for all sums due to TFCC under these Terms and Conditions are to be made on or before the time, and in accordance with any payment terms, specified on the relevant Invoice in full and cleared funds, with no deductions unless expressly agreed by TFCC.
 - 10.2 A Customer who has opted to pay by direct debit must at all times:-
10.2.1 maintain a bank account capable of accepting direct debits;
10.2.2 maintain a valid direct debiting mandate against such account in favour of TFCC;
10.2.3 not take any action or omit to do anything which might cancel or invalidate such direct debit mandate; and
10.2.4 ensure that every direct debit properly initiated by TFCC against such account is paid and that such account is adequately funded to meet any direct debit transactions initiated by TFCC.
 - 10.3 TFCC is entitled to charge fees in respect of any direct debit transactions rejected. Details of current fees are available on the Website.
TFCC may in its sole discretion determine and apply a credit limit for the Customer and shall notify the Customer of such credit limit. Should any sums due exceed the credit limit, in TFCC's sole opinion, it is likely to exceed this limit, TFCC reserves the absolute right to stop the account on stop without further notice and prohibit further use of the Customer's Cards. It is the Customer's responsibility to inform TFCC if an increased credit limit is required. TFCC reserves the right to charge fees for processing Customer applications to vary credit limits.
From time to time, TFCC may permit the Customer to exceed its credit limit in respect of specific transactions expressly authorised by TFCC and TFCC may charge 'emergency credit facility' fees for so doing. Details of current fees are available on the Website.

- 10.4 The Customer undertakes to provide and to maintain in force any guarantee, personal guarantee, bond or other form of security in favour of TFCC, where requested by TFCC acting in its sole discretion.
- 10.5 The Customer shall notify TFCC in writing of all material changes in the information about it maintained by TFCC from time to time, including the information provided by the Customer in its Application Form.
- 10.6 TFCC reserves the right to request any information from the Customer (and the Customer shall supply such information immediately on request) if deemed necessary to enable TFCC to assess the Customer's credit status or to comply with any laws or regulations, regulatory policies, guidelines or similar which may be applicable to TFCC from time to time.
- 10.7 In the event of the Customer failing to make payment of any sums due to TFCC under these Terms and Conditions, TFCC may, in its discretion-
- 10.7.1 place Cards issued to the Customer on stop and prevent use of any such Card in accordance with these Terms and Conditions; and/or
- 10.7.2 immediately terminate the Agreement without notice.
- 10.8 Without prejudice to TFCC's other rights, TFCC is entitled to charge interest plus all costs incurred by TFCC in the course of recovering any overdue debt (such costs shall include third party/collection agency debt recovery costs) in the event that any amounts payable by the Customer under these Terms and Conditions have not been paid. Interest shall be chargeable and payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.9 Any payments by the Customer or any credits or refunds due to the Customer will be applied first in settlement of any costs and interest owed by the Customer to TFCC and thereafter in reduction of such Customer's other indebtedness to TFCC. The Customer shall not be entitled to set off or counterclaim against the amounts due to TFCC in respect of any claim by any Customer or Authorised User against TFCC or any Operator.
- 11. Liability**
- 11.1 Nothing in these Terms and Conditions shall limit or exclude the liability of either party for death or personal injury resulting from negligence or fraud or fraudulent misrepresentation.
- 11.2 Without prejudice to paragraph 11.1, TFCC shall not be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information, special, indirect or consequential damage that arises under or in connection with the Agreement.
- 11.3 Without prejudice to paragraphs 11.1 and 11.2, TFCC's total liability arising under or in connection with the Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to 50 per cent of the net profit of TFCC as derived from the Customer pursuant to the Agreement in the immediately preceding six months.
- 11.4 Any typographical, clerical or other accidental error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by TFCC shall be subject to correction without any liability on the part of TFCC.
- 11.5 In so far as such liability is permitted to be excluded by statute, TFCC will not be responsible for the quality or fitness for purpose of the Goods supplied under these Terms and Conditions at any Site and all terms and conditions and warranties (whether implied or express) made by TFCC, its agents, servants, officers or employees relating quality, fitness for purpose or conformity to description of the Goods are excluded to the fullest extent permitted by law.
- 11.6 Without prejudice to paragraph 11.5, TFCC shall not be liable for loss or damage howsoever arising suffered by the Customer and/or any Authorised User in connection with the Goods or caused by the Goods, including where any fuel acquired from a Site is contaminated or in the event that the Customer or an Authorised User has added any additives to such fuel.
- 11.7 TFCC shall be entitled to limit the amount of Fuel and/or Other Goods provided under these Terms and Conditions at its absolute discretion and TFCC shall not be liable for any loss or damage sustained by the Customer where the amount of Fuel and/or Other Goods supplied is so limited and TFCC shall not be liable for any loss, damage or inconvenience caused by any refusal to accept or honour any Card or otherwise provide any Goods at any Site.
- 11.8 TFCC shall not be liable for any loss or damage sustained by the Customer at any Site or in the event of a Site being closed or otherwise not operational whether on a temporary or permanent basis and TFCC does not guarantee that any of the Sites will be open and available for use by the Customer at any particular time nor shall TFCC be liable in any way if the Operator refuses to supply Goods for any reason whatsoever. TFCC shall not be liable for any failure of the Site fuel monitoring device to accept any Card nor shall TFCC be responsible for any consequential loss or damage sustained by the Customer arising from the failure of any Site fuel monitoring device or other equipment or of the Customer to use the Site fuel monitoring device or other equipment properly.
- 11.10 The Customer agrees to indemnify TFCC against all losses, damages, actions, claims, expenses and costs including but not limited to financial loss whatsoever and howsoever arising directly or indirectly.
- 11.10.1 out of or in connection with any breach by the Customer of its obligations contained herein; or
- 11.10.2 by reason of any negligence, fraudulent, dishonest or criminal conduct relating to the use of any Card by the Customer, its Authorised Users and/or the Customer's officers, employees, agents, representatives and/or sub-contractors.
- 11.11 The provisions of this paragraph 11 shall survive termination of this Agreement, howsoever occurring.
- 12. Termination**
- 12.1 The Agreement may be terminated by the Customer on the expiration of at least 3 months written notice of its intention to do so given at any time.
- 12.2 The Agreement may be terminated by TFCC at any time by giving not less than 30 days written notice to the Customer. TFCC shall be entitled to treat the Agreement as terminated forthwith and without notice in the event that:-
- 12.3.1 the Customer is in breach of any of these Terms and Conditions;
- 12.3.2 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 12.3.3 the Customer makes or proposes to make into any composition or arrangement with its creditors or convenes a meeting of its creditors;
- 12.3.4 the Customer becomes insolvent or subject to (as applicable) any winding up (voluntary or compulsory) petition, order, or resolution or any bankruptcy petition or order or related proceedings, or has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or
- 12.3.5 the Customer becomes or threatens to become unable to pay its debts as they fall due; or
- 12.3.6 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 the Customer's assets; or
- 12.3.7 it appears in the opinion of TFCC that any event specified in paragraphs 12.3.1 to 12.3.6 or any event analogous to those set out in paragraphs 12.3.1 to 12.3.6 may, or is likely to, occur.
- 13. Effect of Termination**
- 13.1 In the event of termination howsoever occurring:
- 13.1.1 the Customer shall forthwith cut in half all Cards supplied to it and promptly return them to TFCC by registered post;
- 13.1.2 the whole outstanding balance of the Customer's account (including any fees, charges and interest) shall become immediately due and payable in full to TFCC; and
- 13.1.3 the right of the Customer and/or any Authorised Users to use the Card shall terminate with immediate effect (without prejudice to the Customer's liability for the use of the Card after termination or to the rights or remedies of TFCC already accrued at the date of termination).
- 13.2 Notwithstanding any other provisions of these Terms and Conditions, the Customer will remain liable in respect of any transactions made with any Card issued to it after its cancellation but prior to its return to TFCC in accordance with paragraph 13.1.1.
- 14. Notices**
- 14.1 Any notice required to be given hereunder shall be in writing and delivered personally, by first class prepaid post or sent by facsimile or e-mail to the registered office or email address of the other party or to such other address, fax number or email address (as appropriate) as is notified for such purposes by the parties in writing.
- 14.2 Any notice shall be deemed to have been duly received:
- 14.2.1 if delivered personally, at the time of delivery;
- 14.2.2 in the case of pre-paid first class post, 48 hours from the date of posting if from and to an address in the United Kingdom;
- 14.2.3 if sent by facsimile, at the time of transmission (but only if a successful transmission report is generated by the sender's fax machine); and
- 14.2.4 if sent by e-mail, at the time the e-mail enters the IT system of the intended recipient provided that no error message indicating failure to deliver has been received by the sender, provided that, if deemed receipt under this paragraph is not within business hours (meaning 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt.
- 15. Data Protection**
- 15.1 The Customer agrees that TFCC may:
- 15.1.1 hold and process, by computer or otherwise, any information obtained about the Customer or and director, officer, employee or contractor of the Customer or any person connected with any such persons ("Relevant Persons") as a consequence of the Customer's application for a Card or otherwise in connection with this Agreement ("Relevant Personal Data") and any information obtained about any Authorised User as a consequence of the Customer's application for a Card or otherwise in connection with this Agreement ("Authorised User Personal Data");
- 15.1.2 include Customer Personal Data and Authorised User Personal Data in TFCC's systems which may be situated outside of the European Economic Area and which may be accessed by other TFCC group companies or third party sub-contractors or agents to provide information, Goods or for credit assessment and statistical analysis or, in relation to Customer Personal Data only, to inform the Customer of similar services which TFCC provides unless the Customer requests otherwise;
- 15.2 TFCC will hold Customer Personal Data and Authorised User Personal Data in accordance with relevant data protection laws and will disclose such data outside the TFCC group of companies and such third parties as are referred to in paragraph 15.1.2 only:
- 15.2.1 for fraud prevention purposes;
- 15.2.2 to licensed credit reference agencies, if the Customer is in breach of this Agreement or to the extent that TFCC has the Customer's consent;
- 15.2.3 in order to comply with the terms of any agreement between any supplier of goods and/or services to TFCC;
- 15.2.4 to sub-contractors or agents of TFCC for the purpose of performing this Agreement;
- 15.2.5 to any person who may assume TFCC's rights under the Agreement; and
- 15.2.6 if TFCC has a right or duty or is permitted or compelled to disclose the same by law.
- 15.3 The Customer will inform all Authorised Users and Relevant Persons that their personal data may be held, processed or used in the ways provided for in clauses 15.1 and 15.2.
- 16. Money Laundering Checks**
- 16.1 To ensure compliance with the Money Laundering Regulations 2007 (or any amendments or reenactments thereof), TFCC may require, at its absolute discretion, verification of the identity of the Customer and any director, officer, employee, agent, representative, owner or controller of the Customer. The Customer agrees to provide or procure the provision to TFCC of such information and other evidence as TFCC may require to satisfy such verification of identity requirements.
- 16.2 Cards will not be issued to a Customer unless and until such verification requirements have been satisfied and TFCC is entitled, in its absolute discretion, to determine whether such requirements have been satisfied. TFCC will not be liable to any person for any loss or damage suffered or incurred (or alleged), directly or indirectly, as a result of the exercise of such discretion.
- 16.3 Any failure by a Customer to provide the necessary evidence of identity within a reasonable time may result in delays in the issue of Cards. If, within a reasonable time following a request for verification of identity, TFCC has not received evidence satisfactory to it as aforesaid, it may, in its absolute discretion, treat the relevant application as invalid.
- 17. Force majeure**
- 17.1 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, except that the Customer will still be liable to pay any sums which have become payable by the Customer under these Terms and Conditions before the incident of force majeure.
- 17.2 Force majeure shall include, without limitation, act of God, flood, fire, tempest, war, civil commotion, riot, shortage of materials, enactment of legislation or regulation 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.
- 17.3 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.
- 18. Miscellaneous**
- 18.1 Any waiver by TFCC of any breach of any of these Terms and Conditions shall not be construed as a waiver of any earlier or later default of a like nature.
- 18.2 In the event of the invalidity or unenforceability of any part or provision of these Terms and Conditions, 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.
- 18.3 TFCC shall be entitled to assign or transfer all or any of its rights, interests or obligations hereunder.
- 18.4 The Agreement is personal to the Customer and the Customer shall not be entitled to assign or transfer all or any of its rights, interests or obligations hereunder.
- 18.5 For the purposes of the Contract (Rights of Third Parties) Act 1999, the Agreement is not made for the benefit of, nor shall any of its provisions be enforceable by any person (including any Authorised User) other than the Customer and TFCC, and their respective successors and permitted assignees.
- 18.6 These Terms and Conditions shall be governed by and construed in accordance with English Law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual claims).