

## Fuel & Managed Maintenance MonitorCard Application Form

In order for Arval to complete your application and issue you with your combined fuel, service & repair MonitorCards, we will need the information indicated on the checklist below, either on or with your application form.

### Service Levels

The total time taken to process your application and despatch your combined fuel, service & repair MonitorCards should not exceed 10 working days, providing all the relevant information has been received.

### Assistance

Please contact Arval at [MonitorCardEnquiries@arval.co.uk](mailto:MonitorCardEnquiries@arval.co.uk) should you have any questions or require assistance completing this form, and we will be pleased to help.

### Application Checklist

**In order to ensure that your application is completed as quickly as possible, please check that you have completed the following prior to returning**

Completed the application form (Sections 1-5)	<input type="checkbox"/>
Authorised the application by signing the application form (Section 6)	<input type="checkbox"/>
Either completed and signed the Direct Debit Mandate (Section 7) <i>(please note faxes/copies are not acceptable)</i>	<input type="checkbox"/>
or completed and signed a BACS questionnaire (Section 8)	<input type="checkbox"/>
Completed the Card Request Form, detailing your individual fuel only card requirements (Section 9)	<input type="checkbox"/>
Completed the Card Request Form, detailing your individual combined card only requirements (Section 10)	<input type="checkbox"/>
Completed the Policy Document Form (Section 11)	<input type="checkbox"/>
Agreed to the Terms & Conditions of Use by signing & returning our copy (Section 12)	<input type="checkbox"/>
Retained your copy of the Terms & Conditions of Use (Section 13)	<input type="checkbox"/>
Retained a photocopy of the completed application form for your own records	<input type="checkbox"/>

Please return completed documents to:-  
**Public Sector Team, PD21,**  
**Arval UK Ltd, Arval Centre,**  
**Windmill Hill, Swindon,**  
**SN5 6PE**  
[www.arval.co.uk](http://www.arval.co.uk)



# Fuel & Managed Maintenance MonitorCard Application Form

This form will provide us with the information needed to issue your combined fuel, service & repair MonitorCards. Please complete the application form, embossing form, policy form and the Direct Debit mandate or BACS questionnaire in BLOCK CAPITALS using a ballpoint pen, then sign and return them to us along with a signed copy of the Terms and Conditions of Use.

**1. 'COMPANY/ORGANISATION ("ACCOUNT HOLDER") DETAILS**

Title

First Name

Surname

Job Title/Dept

Co/Org Trading Name

(40 characters max)

Invoice Address

Postcode

Tel.

Fax

Email

Business Activity

Year Established

VAT Reg. No.

Co/Org Reg. Name   
(if different from above)

(40 characters max)

Co/Org Registration No. (if relevant)

Co/Org Reg. Address   
(if different from above)

Postcode

Parent Co. Name

**2. CARD DELIVERY DETAILS (If different from Section 1)**

Title

First Name

Surname

Address

Postcode

Tel.

Fax

Company/Organisation Name to be Embossed on all fuel, service & repair combined cards (27 characters max.)

Please provide embossing and invoice centre details on enclosed Embossing Forms, if applicable (sections 9 & 10).

**3. PURCHASE DETAILS**

What is your total co/org fleet size?

What is your current vehicle funding method?

Contract Hire / Contract Purchase  Finance Lease

Outright Purchase  Other (please specify)

What fuel payment method does your co/org currently use?

Pay and Reclaim  Company Credit Card

Fuel Card  Other (please specify)

(If you use more than one method, please tick all those that are applicable)

How many of your drivers receive free fuel benefit?

Card Type:	No. of Arval cards required:	Monthly Card charge/ Voucher charge:	Est. overall total weekly spend using Arval card:
<input type="text"/>	<input type="text"/>	£ <input type="text"/>	Cars £ <input type="text"/>
<input type="text"/>	<input type="text"/>	£ <input type="text"/>	LCV £ <input type="text"/>
<input type="text"/>	<input type="text"/>	£ <input type="text"/>	HGV £ <input type="text"/>
<input type="text"/>	<input type="text"/>	£ <input type="text"/>	Total £ <input type="text"/>

Do you currently take any other Arval products  
Yes  No  (please tick)

If Yes please advise account numbers (if known)

Do you wish to book rental vehicles through Arval utilising the OGC Framework agreement? Yes  No

If No, please advise who vehicle rental queries should be referred to:

Company Name

Contact Number

**4. MONITORCARD TERMS**

In addition to the standard fuel and managed maintenance terms and conditions included in this Application Form, as a MonitorCard client certain other terms and options will apply to your account, as set out below.

Details relating to your account may be discussed with OGCbuying.solutions and/or NHS PASA.

Monthly annual card charges are payable for MonitorCards but other ad hoc charges may be applicable. An annual card charge may be payable if you choose to take mileage capture and / or Diesel Direct services. The level of charges applicable from time to time, is available from Arval upon request. Fees may be charged for additional services that Arval agrees to provide.

Please select the payment terms and method that you will adhere to. Once selected these may not be changed without Arval's agreement.

**Payment Terms**

- Weekly invoices payable within 14 days of the invoice date
- Fortnightly invoices payable within 14 days of the invoice date
- Fortnightly invoices payable within 21 days of the invoice date
- Fortnightly invoices payable within 28 days of the invoice date

**Payment Method**

- Direct Debit
- BACS\*
- Cheque payment may be accepted when agreed with Arval.

If you do not tick a box, clause 5 of the Terms and Conditions of Use will apply.

\* If you wish to pay by BACS you will need to complete the BACS questionnaire.

If you fail to pay amounts due to Arval in accordance with the agreed terms Arval may terminate your account. Rebates may be payable by Arval under the terms of the agreement with OGCbuying.solutions in relation to fuel purchased.

**OFFICE USE ONLY**

DD

Credit Limit .....

Security .....

Account Status .....

Payment Terms .....

Accept

Reject

Date .....(DD/MM/YYYY)

Credit Signature .....

Account Number .....

**5. MARKETING**

As a customer of Arval you will automatically be informed about offers of promotions and services for Arval. We would also like to keep you informed from time to time of other products and services that may be of interest to you, offered by other companies in the BNP Paribas Group of Companies and other carefully selected companies.

Please tick here if you do not wish to receive this information

**6. AUTHORISATION**

The Account Holder hereby applies to contract with Arval UK Ltd for MonitorCards. The Account Holder undertakes that the information given in connection with this application is true and complete. The Account Holder consents to Arval making such enquiries as it shall consider necessary regarding this application and accepts that Arval reserves the right in its absolute discretion to reject this application without being required to state any reason. If the application is accepted, the Account Holder agrees to be bound by the Terms and Conditions of Use enclosed.

**Authorised Signature**  
(on behalf of the Account Holder)

Date

Title

First Name

Surname

Job Title/Dept

Co/Org Name  
("Account Holder")

**7. Instructions to your Bank or Building Society to pay by Direct Debit**

Please fill in the whole form using a ball point pen and send it to:

Public Sector Team, PD21,  
Arval UK Ltd,  
Arval Centre,  
Windmill Hill,  
Swindon SN5 6PE

Name and full postal address of your Bank or Building Society

To: The Manager \_\_\_\_\_ Bank / Building Society

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Originator's Identification No.

Reference No. - office use only

9 | 8 | 2 | 6 | 5 | 8

\_\_\_\_\_

Signature(s)

Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name(s) of Account Holder(s)

\_\_\_\_\_

**Instructions to your Bank or Building Society**

Please pay Arval UK Ltd 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 Arval UK Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Bank/Building Society account number

Branch Sort Code

\_\_\_\_\_

\_\_\_\_\_

Please return this form, once completed and signed by an authorised signatory, with your Application Form.

**8. BACS Questionnaire**

Public Sector Team, PD21, Arval UK Ltd, Arval Centre, Windmill Hill, Swindon, SN5 6PE

ARVAL Client Account name

\_\_\_\_\_

Payer fax number

\_\_\_\_\_

ARVAL Client Account number(s)

\_\_\_\_\_  
\_\_\_\_\_

Payer bank sort code

\_\_\_\_\_

Your Account number(s) for ARVAL

\_\_\_\_\_  
\_\_\_\_\_

Payer bank account number

\_\_\_\_\_

Payer bank account Name

\_\_\_\_\_

Number of payment points

\_\_\_\_\_

Narrative to appear on OUR bank statement

\_\_\_\_\_

Payer contact name

\_\_\_\_\_

Frequency of payment runs

\_\_\_\_\_

Payer contact address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Method of remittance advice delivery employed

\_\_\_\_\_

Payer telephone number

\_\_\_\_\_

Signatories for approval of payment

\_\_\_\_\_

Please return this form, once completed and signed by an authorised signatory, with your Application Form.





This document allows you to define your Maintenance Policy and determine how requests will be managed by Arval.  
 Please complete the following sections as appropriate and return with your MonitorCard Application Form.

Email: [MonitorCardEnquiries@arval.co.uk](mailto:MonitorCardEnquiries@arval.co.uk)  
 Public Sector Team, PD21,  
 Arval UK Ltd,  
 Arval Centre,  
 Windmill Hill,  
 Swindon SN5 6PE

### 1. General Client Contacts

Please provide 2 contacts for general day to day queries:

	1st Contact	2nd Contact
Contact Name		
Position		
Telephone (Desk)		
Telephone (Mobile)		
Email		
Fax		
Address		

### 2. Technical Client Contacts

Should extensive technical work be required on a vehicle, Arval would seek client authorisation. Please provide 2 contacts for technical referral authorisations:

	1st Contact	2nd Contact
Contact Name		
Position		
Telephone (Desk)		
Telephone (Mobile)		
Email		
Fax		
Address		

### 3. Vehicle Rental

3a. Do you wish to book rental vehicles through Arval utilising the OGC

Framework agreement?  Yes  No

3b. If No, please advise who Vehicle Rental queries should be referred to:

Company Name	
Contact Number	

### 4. Accident Management

Who should Accident Management related calls be transferred to?

Contact Name	
Position	
Telephone (Desk)	
Telephone (Mobile)	
Email	
Fax	
Address	

4a. Accident Management – Out of Hours. Should we receive a call from a driver who has had an accident out of hours, how would you like us to assist them? Please tick the appropriate box.

- Transfer call to Accident Management company detailed above (providing they are available 24hrs)  Yes
- Recover the vehicle and driver to the nearest safe location  Yes

Note: Arval will always endeavour to follow the above policy, however, in the interests of driver safety, and under exceptional circumstances, Arval may take the decision to recover a vehicle to a suitable location. These costs will then be charged at the appropriate rate.

4b. Should Windscreen damage be charged to the MonitorCard or should we direct drivers to another source?

Please tick the appropriate box.

- Charge to MonitorCard  Yes
- Refer drivers to Insurance Company  Yes
- Refer drivers to Accident Management Company  Yes

4c. Should Wing Mirror damage be charged to the MonitorCard or should we direct drivers to another source?

Please tick the appropriate box.

- Charge to MonitorCard  Yes
- Refer to Insurance Company  Yes
- Refer drivers to Accident Management Company  Yes

**TERMS & CONDITIONS**

**DEFINITIONS**

<b>Agreement</b>	This agreement between you and us, including the application form.
<b>Anniversary</b>	The date 12 months after the start date of this agreement, and the same date every year after that.
<b>Cards</b>	A fuel card, a maintenance card or a fuel and maintenance card we have issued.
<b>Card charge</b>	A monthly charge (plus VAT) that we charge you for each card.
<b>Card holder</b>	The person you authorise to use the card.
<b>Consequential losses</b>	Losses that are not a direct result of anyone breaking any of the terms of this agreement.
<b>Franchised outlets</b>	Suppliers who are acting as our authorised selling agents and who hold franchise agreements with us or any of our associated companies.
<b>Goods and services</b>	Goods and services you can buy using the card including petrol, diesel, liquefied petroleum gas, engine oil, vehicle-related goods, tyres, batteries, exhausts, windscreen replacements, vehicle servicing, repairs, maintenance services, vehicle breakdown recovery, car hire and other services we may include from time to time.
<b>Mileage capture system</b>	The system that we may allow card holders to use to record information about private mileage.
<b>Vehicle</b>	Any private passenger motor vehicle or light commercial vehicle which includes any extra equipment fitted to or attached to any vehicle.
<b>Website</b>	The areas of our website which are protected by a password or any other website we authorise you to access in connection with this agreement or cards.
<b>We, us, our</b>	ARVAL UK Ltd.
<b>You, your</b>	The account holder set out in this agreement.

**1. AUTHORISATION**

By signing your card or using it you agree to keep to these conditions. It also means that you agree to pay us for any goods and services our franchised outlets supply to you or to the card holder.

**2. USING THE CARD**

The card is valid until its expiry date or until you or we cancel it, whichever happens earlier. Only you and the card holder can use the card. You must make sure that the card holder signs their name or writes their vehicle registration number on the back of the card (or does both) to prevent unauthorised use which you will be liable for. The card holder must present the card at the franchised outlet before they buy goods and services so that the franchised outlet is aware that they are about to make a sale as an agent for us.

The card holder must make sure that the correct vehicle registration number and mileage has been recorded on a voucher for each purchase and that the card holder must sign each voucher to allow us to match the franchised outlet's invoice.

If they do not do this or if they do not meet any other condition of this agreement, you are still responsible for any goods and services supplied to you, to the card holder or to another person, with or without your approval.

**3. CARDS**

Each card will show your name and the expiry date.

The card may also show the card holder's name, the registration number of the vehicle it is used for, our phone number, your phone number and the maximum amount (including VAT) the card holder can spend on goods and services in any one use without first getting our or your authorisation.

If the signature panel on the back of the card is marked or is not filled in correctly, a franchised outlet may confiscate the card.

We may charge a fee for issuing replacement cards. Franchised outlets may also refuse to accept the card if it is not being used in line with the conditions that we agree with franchised outlets.

**4. MAINTENANCE SERVICES**

You must tell the card holders to read their vehicle manufacturers' handbooks to make sure that they keep to the conditions of the manufacturer's warranty.

We will monitor the performance of all work carried out by franchised outlets in relation to maintenance services for you and we will do all that we reasonably can to follow up reasonable claims that you may have against the franchised outlet for faulty goods or workmanship.

We will arrange for all franchised outlets to regularly send us vouchers or statements of work relating to work carried out on your vehicles.

We will check vouchers to make sure that:

- we have authorised charges over the limit shown on the relevant card and that the card was valid to use at that franchised outlet;
- you have received the appropriate discounts we have negotiated;
- all servicing and repairs carried out have been properly charged for;
- you have not been charged for something which should be covered by the manufacturer's warranty;

- you have not been charged for something which is covered by a franchised outlet or another person; and
- we let you know about any unusual expenses.

We will keep a service history record for each vehicle to make sure that each vehicle is being maintained. If you want a service history of a vehicle, we may charge a fee for this. You or a card holder may call us on the number detailed on the front of the cards to arrange to service a vehicle. We will contact the card holder or you and the franchised outlet to arrange a convenient time for the vehicle to be serviced.

**5. ACCOUNTS**

Each week (or other period we have agreed with you in writing) we will send you an invoice, showing all purchases made using the card, less any credits or refunds plus the card charge.

You must pay the invoice in full, by direct debit, within 14 days (unless otherwise set out on the Application Form) of the date of the invoice (the payment due date) even if the vouchers have not been signed by the card holder.

If you do not pay any amount by the payment due date we will charge interest at a rate of 3% over the National Westminster Bank Plc base rate. We work out interest on the day-to-day basis on any amount outstanding on the payment due date until you pay the invoice in full.

We will continue to charge interest until you have paid the amount due, whether or not the agreement has ended or a court judgement has been made.

If any amount is still unpaid more than five weeks after the payment due date, we may cancel any or all of your cards and end this agreement (clause 11 of this agreement applies to any cards that we cancel).

We may charge you an administration fee if we do not receive a payment because there is not enough money in your account to cover the direct debit or because you have cancelled the direct debit.

We may also charge a fee for any copies of invoices or sales vouchers you ask us to send you for transactions dating back more than three months. However, we do not have to give you information about transactions dating back more than six months.

In working out our fees, we have taken account of any discounts, rebates or commission we receive from all franchised outlets. Franchised outlet invoices are not reduced by such amounts.

**6. PAYMENTS**

We will use your payments and any credits or refunds you are entitled to first to pay off any interest you owe us and second to reduce any amounts you owe.

If you make a claim against any franchised outlet or other supplier in relation to goods or services they have supplied to you or the card holder, you cannot take the amount of your claim from any money you owe us or claim it back from us. Also, we will not pay you directly for any amounts you are claiming from any franchised outlet or other supplier however if we are able to claim any refunds we will pass these on to you.

**7. BREACH**

If we find that you have given us false or incomplete information, or that you have broken any of the conditions in this agreement, we will demand that you pay us any money you owe us immediately. By doing this we will not lose any of our rights under clause 11 of this agreement.

**8. LOST OR STOLEN CARDS AND UNAUTHORISED USE**

If your card is lost or stolen, or someone who is not (or is no longer) authorised to use your card has it, you must phone us immediately on 0870 419 5165 and also tell us in writing by fax, e-mail or post within 48 hours of phoning us.

Where we receive written details within 48 hours, you will not be responsible for any purchases made using that card from the date you phoned us. If you do not contact us in writing within 48 hours, you will be responsible for all purchases made with that card until we receive written notification. Once you have told us in writing about the loss, theft or unauthorised use of the card, and as long as you follow this clause in full and have met all of our obligations in this agreement, you will not be responsible for any new purchases made with that card by anyone other than you or a card holder.

You should tell us all you know about the circumstances of the loss or theft and take all reasonable steps to help to get the missing card back. This includes contacting the police and getting a crime reference number and giving that to us.

You must also make sure that anyone who is no longer authorised to use a card does not keep their card.

**9. OUR WEBSITE**

From time to time, we may give you access to the website. You must keep to the website conditions, and not allow anyone else to use it. We may at any time withdraw our permission for you to access the website. You must keep any security or access codes we give you confidential, and tell us immediately if you think anyone else knows the codes.

**10. NOTICE**

You must tell us immediately in writing if your name, address or bank details change. We will assume that any information we send by pre-paid post to the address we currently hold for you will reach you the day after we post it (not including Sundays or bank holidays).

**11. CANCELLING CARDS AND CHANGING THIS AGREEMENT**

All cards remain our property. We may, at any time, cancel any card, refuse to issue a new or replacement card, or end this agreement by sending you written notice. If we cancel your card or end this agreement, this will take effect immediately and you must return every card to us straight away.

If you write to us asking us to cancel a card or where we cancel any card or where the vehicle the card relates to is no longer in your possession, we may ask you to cut it in half for security reasons and return it to us. If you do not return the cancelled card, you will still be responsible for any purchases made with that card.

If you cancel a card or end this agreement, in line with this or any other clause in this agreement, you are still responsible for any purchases made with the card except for a card you have reported to us as lost or stolen, or a card that we agree to treat as lost or stolen. We may charge you an administration fee for treating the card as lost or stolen. If you use a card after it has been cancelled, we may charge you an administration fee and any costs associated with getting the cancelled card back. We may also charge you for any rewards we pay to franchised outlets for getting back cards which you ask us to cancel and which we agree to treat as lost or stolen.

If we write to you with details of any changes to this agreement and you or the card holder use the card, this shows that you accept those changes.

We can charge you to produce a copy of all information we hold about any vehicles under this agreement if you ask.

**12. CARD CHARGE**

Each month, we make a card charge on each card we issue. We may change the card charge on the anniversary taking account of the number of vehicles taking services under this agreement and changes in the retail price index. Any new card charge that we tell you about will be valid from the following anniversary of this agreement and we will charge you for any amounts due.

When we work out the card charge, we assume that all of your cards are used. If any of your cards are not used, or are used less than we thought they would be, we may work out an amended card charge based on the cards that are actually being used and apply that card charge to all of your cards, regardless of whether they are used. In this case, the amended card charge will apply from the start of this agreement.

**13. EXCLUSION AND LIMITS**

This agreement includes everything we are responsible or liable for. If something is not clearly mentioned in this agreement, we do not accept responsibility or liability for it. Also, we do not accept responsibility or liability for any obligations that are expressed or implied unless the law says that we cannot exclude responsibility for such obligations. Our total responsibility for goods and services you buy from us at franchised outlets is limited to the amount we can claim back from them, which we will then pass on to you. We are not responsible to you, and you are not responsible to us, for any loss of profits or goodwill or any other indirect or consequential losses resulting from anyone breaking any of the terms of this agreement. We cannot accept any liability that relates to the accuracy of, or using, the mileage capture system.

We have been careful to try and make sure that using the card will not affect the manufacturer's or dealer's warranty on vehicles using the service. However, these warranties vary from manufacturer to manufacturer and dealer to dealer. You are responsible for making sure you keep to the vehicle warranties as we cannot accept responsibility for any manufacturer or dealer who refuses to accept a warranty claim as a result of using the card.

**14. AGENCY, TRANSFER, CHANGE OF CONTROL AND SUBSIDIARIES**

We may transfer all of our rights and responsibilities under this agreement. This may include the right to collect any debt you owe us. If we transfer our rights and obligations under this agreement to a third party, they will charge you a reasonable administration fee for collecting any outstanding debt. The third party will use the account details (your personal information or information about you) to help them to collect the debt. The third party will keep this information and use it to help other users of its services to make decisions about supplying future services to you. To help us carry out this agreement, we may also appoint an agent who may be any other company in the Arval group or anyone else who agrees to be our agent. This agent will be entitled to use any of our rights under this agreement. You must not transfer this agreement without our written permission.

If there is a change in ownership of more than 50% of your shares or a change in control of your organisation, or if your business changes significantly at any time during this agreement, we have the right to end this agreement immediately, and all of our responsibilities in it will end.

If we agree, we may issue cards to one of your subsidiary companies, which will then become your representative for the purpose of this agreement. This makes you and the subsidiary company jointly and separately responsible for keeping to the terms of this agreement.

**15. THIS AGREEMENT**

We will tell you about any alterations to the terms set out in this agreement. If we transfer this agreement to another person or organisation, its terms will still apply to you. Although we may vary this agreement at any time, it contains all of the terms and conditions that will apply to how we supply the goods and services to you. This agreement replaces any earlier written or oral agreement. We can delay enforcing, or choose not to enforce, our rights under the agreement without losing them.

**16. CREDIT CHECKS AND MARKETING**

We, or a third party, may make, or ask our agents to make, regular credit checks on you. This will involve giving information about you to licensed credit reference agencies. Occasionally we may use the information you give us to let you know about the goods and services you can use your card for. We will also tell you about offers and other services that our group of companies provides.

**17. TRANSFERRING EMPLOYEES**

You must agree to cover us against all costs, claims, losses, damages or expenses (including legal fees) we suffer as a result of any claim by your employees or former employees (or those of a previous supplier) that they have been dismissed as a result of this agreement or that they are our employees.

**18. DIESEL DIRECT**

Where we issue you with a diesel direct card, this agreement also applies to that card, with the following agreement.

<b>Card</b>	Diesel direct card.
<b>Goods and services</b>	You must only use a diesel direct card to buy diesel and lubricating oil.
<b>Franchised outlet</b>	Garages holding Keyfuels or diesel direct franchises.
<b>Property</b>	The cards will be our property or the property the person named on the card as the owner.
<b>Fuel prices</b>	We will charge you for diesel at the previous week's average pump price of diesel (calculated by us) less such discount as we notify you of from time to time, plus VAT.

**19. MILEAGE CAPTURE SYSTEM**

If you ask us to and agree to pay the card charge that we agree with you, we will give you information about private mileage from information provided by card holders and processed through our mileage capture system. We will send you these reports electronically at the times agreed between you and us. We will provide you and the card holder with phone access to the mileage capture system. Card holders must dial into the mileage capture system using a touch-tone phone, then follow the recorded instructions to record mileage and any other details they are asked for.

If the mileage capture system is unavailable or the card holder enters an invalid account number or card number twice in a row, the call will automatically transfer to our representative who will take the details by hand, if the call is transferred between 9am and 5:15pm Monday to Friday (not including bank holidays). Outside these hours, we will ask the card holder to call back.

You can also give mileage details through our website at the address we give you. If the card holder gives you information, you can give it to us in a format we have agreed with you.

We cannot guarantee that the reports we provide will be accurate or that your tax office will accept them. You must contact your tax office and make sure they agree that you can use information from the mileage capture system.

**20. EVENTS BEYOND OUR CONTROL**

If we delay or fail to provide goods or services because of events beyond our control, we will not be responsible for damages or loss of expected profits. Events beyond our control means events that we could not prevent including:

- natural disasters;
- war, revolution, riot or any similar event;
- terrorism or threats of terrorism;
- any authority legally taking any goods;
- fires or explosions;
- strikes or any other similar acts.

21. This agreement is only governed by English law and disputes will be dealt with by the Courts of England and Wales.

**22. Contact details**

You can contact us in the following ways.

By post: Public Sector Team, Post Department 21, Arval Centre, Windmill Hill, Swindon SN5 6PE

By email: MonitorCardEnquiries@arval.co.uk

We may monitor and record phone calls. We do this so we can check what was said and also to help train our staff. Cards are managed by Arval UK Ltd, Arval Centre, Windmill Hill, Swindon, SN5 6PE. Registered number 1073098 England.

I, the Account Holder agree with these Terms and Conditions of Use

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**TERMS & CONDITIONS**

**DEFINITIONS**

<b>Agreement</b>	This agreement between you and us, including the application form.
<b>Anniversary</b>	The date 12 months after the start date of this agreement, and the same date every year after that.
<b>Cards</b>	A fuel card, a maintenance card or a fuel and maintenance card we have issued.
<b>Card charge</b>	A monthly charge (plus VAT) that we charge you for each card.
<b>Card holder</b>	The person you authorise to use the card.
<b>Consequential losses</b>	Losses that are not a direct result of anyone breaking any of the terms of this agreement.
<b>Franchised outlets</b>	Suppliers who are acting as our authorised selling agents and who hold franchise agreements with us or any of our associated companies.
<b>Goods and services</b>	Goods and services you can buy using the card including petrol, diesel, liquefied petroleum gas, engine oil, vehicle-related goods, tyres, batteries, exhausts, windscreen replacements, vehicle servicing, repairs, maintenance services, vehicle breakdown recovery, car hire and other services we may include from time to time.
<b>Mileage capture system</b>	The system that we may allow card holders to use to record information about private mileage.
<b>Vehicle</b>	Any private passenger motor vehicle or light commercial vehicle which includes any extra equipment fitted to or attached to any vehicle.
<b>Website</b>	The areas of our website which are protected by a password or any other website we authorise you to access in connection with this agreement or cards.
<b>We, us, our</b>	ARVAL UK Ltd.
<b>You, your</b>	The account holder set out in this agreement.

**1. AUTHORISATION**

By signing your card or using it you agree to keep to these conditions. It also means that you agree to pay us for any goods and services our franchised outlets supply to you or to the card holder.

**2. USING THE CARD**

The card is valid until its expiry date or until you or we cancel it, whichever happens earlier. Only you and the card holder can use the card. You must make sure that the card holder signs their name or writes their vehicle registration number on the back of the card (or does both) to prevent unauthorised use which you will be liable for. The card holder must present the card at the franchised outlet before they buy goods and services so that the franchised outlet is aware that they are about to make a sale as an agent for us.

The card holder must make sure that the correct vehicle registration number and mileage has been recorded on a voucher for each purchase and that the card holder must sign each voucher to allow us to match the franchised outlet's invoice.

If they do not do this or if they do not meet any other condition of this agreement, you are still responsible for any goods and services supplied to you, to the card holder or to another person, with or without your approval.

**3. CARDS**

Each card will show your name and the expiry date.

The card may also show the card holder's name, the registration number of the vehicle it is used for, our phone number, your phone number and the maximum amount (including VAT) the card holder can spend on goods and services in any one use without first getting our or your authorisation.

If the signature panel on the back of the card is marked or is not filled in correctly, a franchised outlet may confiscate the card.

We may charge a fee for issuing replacement cards. Franchised outlets may also refuse to accept the card if it is not being used in line with the conditions that we agree with franchised outlets.

**4. MAINTENANCE SERVICES**

You must tell the card holders to read their vehicle manufacturers' handbooks to make sure that they keep to the conditions of the manufacturer's warranty.

We will monitor the performance of all work carried out by franchised outlets in relation to maintenance services for you and we will do all that we reasonably can to follow up reasonable claims that you may have against the franchised outlet for faulty goods or workmanship.

We will arrange for all franchised outlets to regularly send us vouchers or statements of work relating to work carried out on your vehicles.

We will check vouchers to make sure that:

- we have authorised charges over the limit shown on the relevant card and that the card was valid to use at that franchised outlet;
- you have received the appropriate discounts we have negotiated;
- all servicing and repairs carried out have been properly charged for;
- you have not been charged for something which should be covered by the manufacturer's warranty;

- you have not been charged for something which is covered by a franchised outlet or another person; and
- we let you know about any unusual expenses.

We will keep a service history record for each vehicle to make sure that each vehicle is being maintained. If you want a service history of a vehicle, we may charge a fee for this. You or a card holder may call us on the number detailed on the front of the cards to arrange to service a vehicle. We will contact the card holder or you and the franchised outlet to arrange a convenient time for the vehicle to be serviced.

**5. ACCOUNTS**

Each week (or other period we have agreed with you in writing) we will send you an invoice, showing all purchases made using the card, less any credits or refunds plus the card charge.

You must pay the invoice in full, by direct debit, within 14 days (unless otherwise set out on the Application Form) of the date of the invoice (the payment due date) even if the vouchers have not been signed by the card holder.

If you do not pay any amount by the payment due date we will charge interest at a rate of 3% over the National Westminster Bank Plc base rate. We work out interest on a day-to-day basis on any amount outstanding on the payment due date until you pay the invoice in full.

We will continue to charge interest until you have paid the amount due, whether or not the agreement has ended or a court judgement has been made.

If any amount is still unpaid more than five weeks after the payment due date, we may cancel any or all of your cards and end this agreement (clause 11 of this agreement applies to any cards that we cancel).

We may charge you an administration fee if we do not receive a payment because there is not enough money in your account to cover the direct debit or because you have cancelled the direct debit.

We may also charge a fee for any copies of invoices or sales vouchers you ask us to send you for transactions dating back more than three months. However, we do not have to give you information about transactions dating back more than six months.

In working out our fees, we have taken account of any discounts, rebates or commission we receive from all franchised outlets. Franchised outlet invoices are not reduced by such amounts.

**6. PAYMENTS**

We will use your payments and any credits or refunds you are entitled to first to pay off any interest you owe us and second to reduce any amounts you owe.

If you make a claim against any franchised outlet or other supplier in relation to goods or services they have supplied to you or the card holder, you cannot take the amount of your claim from any money you owe us or claim it back from us. Also, we will not pay you directly for any amounts you are claiming from any franchised outlet or other supplier however if we are able to claim any refunds we will pass these on to you.

**7. BREACH**

If we find that you have given us false or incomplete information, or that you have broken any of the conditions in this agreement, we will demand that you pay us any money you owe us immediately. By doing this we will not lose any of our rights under clause 11 of this agreement.

**8. LOST OR STOLEN CARDS AND UNAUTHORISED USE**

If your card is lost or stolen, or someone who is not (or is no longer) authorised to use your card has it, you must phone us immediately on 0870 419 5165 and also tell us in writing by fax, e-mail or post within 48 hours of phoning us.

Where we receive written details within 48 hours, you will not be responsible for any purchases made using that card from the date you phoned us. If you do not contact us in writing within 48 hours, you will be responsible for all purchases made with that card until we receive written notification. Once you have told us in writing about the loss, theft or unauthorised use of the card, and as long as you agree to this clause in full and have met all of your obligations in this agreement, you will not be responsible for any new purchases made with that card by anyone other than you or a card holder.

You should tell us all you know about the circumstances of the loss or theft and take all reasonable steps to help to get the missing card back. This includes contacting the police and getting a crime reference number and giving that to us. You must also make sure that anyone who is no longer authorised to use a card does not keep their card.

**9. OUR WEBSITE**

From time to time, we may give you access to the website. You must keep to the website conditions, and not allow anyone else to use it. We may at any time withdraw our permission for you to access the website. You must keep any security or access codes we give you confidential, and tell us immediately if you think anyone else knows the codes.

**10. NOTICE**

You must tell us immediately in writing if your name, address or bank details change. We will assume that any information we send by pre-paid post to the address we currently hold for you will reach you the day after we post it (not including Sundays or bank holidays).

**11. CANCELLING CARDS AND CHANGING THIS AGREEMENT**

All cards remain our property. We may, at any time, cancel any card, refuse to issue a new or replacement card, or end this agreement by sending you written notice. If we cancel your card or end this agreement, this will take effect immediately and you must return every card to us straight away.

If you write to us asking us to cancel a card or where we cancel any card or where the vehicle the card relates to is no longer in your possession, we may ask you to cut it in half for security reasons and return it to us. If you do not return the cancelled card, you will still be responsible for any purchases made with that card.

If you cancel a card or end this agreement, in line with this or any other clause in this agreement, you are still responsible for any purchases made with the card except for a card you have reported to us as lost or stolen, or a card that we agree to treat as lost or stolen. We may charge you an administration fee for treating the card as lost or stolen. If you use a card after it has been cancelled, we may charge you an administration fee and any costs associated with getting the cancelled card back. We may also charge you for any rewards we pay to franchised outlets for getting back cards which you ask us to cancel and which we agree to treat as lost or stolen.

If we write to you with details of any changes to this agreement and you or the card holder use the card, this shows that you accept those changes.

We can charge you to produce a copy of all information we hold about any vehicles under this agreement if you ask.

**12. CARD CHARGE**

Each month, we make a card charge on each card we issue. We may change the card charge on the anniversary taking account of the number of vehicles taking services under this agreement and changes in the retail price index. Any new card charge that we tell you about will be valid from the following anniversary of this agreement and we will charge you for any amounts due.

When we work out the card charge, we assume that all of your cards are used. If any of your cards are not used, or are used less than we thought they would be, we may work out an amended card charge based on the cards that are actually being used and apply that card charge to all of your cards, regardless of whether they are used. In this case, the amended card charge will apply from the start of this agreement.

**13. EXCLUSION AND LIMITS**

This agreement includes everything we are responsible or liable for. If something is not clearly mentioned in this agreement, we do not accept responsibility or liability for it. Also, we do not accept responsibility or liability for any obligations that are expressed or implied unless the law says that we cannot exclude responsibility for such obligations. Our total responsibility for goods and services you buy from us at franchised outlets is limited to the amount we can claim back from them, which we will then pass on to you. We are not responsible to you, and you are not responsible to us, for any loss of profits or goodwill or any other indirect or consequential losses resulting from anyone breaking any of the terms of this agreement. We cannot accept any liability that relates to the accuracy of, or using, the mileage capture system.

We have been careful to try and make sure that using the card will not affect the manufacturer's or dealer's warranty on vehicles using the service. However, these warranties vary from manufacturer to manufacturer and dealer to dealer. You are responsible for making sure you keep to the vehicle warranties as we cannot accept responsibility for any manufacturer or dealer who refuses to accept a warranty claim as a result of using the card.

**14. AGENCY, TRANSFER, CHANGE OF CONTROL AND SUBSIDIARIES**

We may transfer all of our rights and responsibilities under this agreement. This may include the right to collect any debt you owe us. If we transfer our rights and obligations under this agreement to a third party, they will charge you a reasonable administration fee for collecting any outstanding debt. The third party will use the account details (your personal information or information about you) to help them to collect the debt. The third party will keep this information and use it to help other users of its services to make decisions about supplying future services to you. To help us carry out this agreement, we may also appoint an agent who may be any other company in the Arval group or anyone else who agrees to be our agent. This agent will be entitled to use any of our rights under this agreement. You must not transfer this agreement without our written permission.

If there is a change in ownership of more than 50% of your shares or a change in control of your organisation, or if your business changes significantly at any time during this agreement, we have the right to end this agreement immediately, and all of our responsibilities in it will end.

If we agree, we may issue cards to one of your subsidiary companies, which will then become your representative for the purpose of this agreement. This makes you and the subsidiary company jointly and separately responsible for keeping to the terms of this agreement.

**15. THIS AGREEMENT**

We will tell you about any alterations to the terms set out in this agreement. If we transfer this agreement to another person or organisation, its terms will still apply to you. Although we may vary this agreement at any time, it contains all of the terms and conditions that will apply to how we supply the goods and services to you. This agreement replaces any earlier written or oral agreement. We can delay enforcing, or choose not to enforce, our rights under the agreement without losing them.

**16. CREDIT CHECKS AND MARKETING**

We, or a third party, may make, or ask our agents to make, regular credit checks on you. This will involve giving information about you to licensed credit reference agencies. Occasionally we may use the information you give us to let you know about the goods and services you can use your card for. We will also tell you about offers and other services that our group of companies provides.

**17. TRANSFERRING EMPLOYEES**

You must agree to cover us against all costs, claims, losses, damages or expenses (including legal fees) we suffer as a result of any claim by your employees or former employees (or those of a previous supplier) that they have been dismissed as a result of this agreement or that they are our employees.

**18. DIESEL DIRECT**

Where we issue you with a diesel direct card, this agreement also applies to that card, with the following agreement.

<b>Card</b>	Diesel direct card.
<b>Goods and services</b>	You must only use a diesel direct card to buy diesel and lubricating oil.
<b>Franchised outlet</b>	Garages holding Keyfuels or diesel direct franchises.
<b>Property</b>	The cards will be our property or the property the person named on the card as the owner.
<b>Fuel prices</b>	We will charge you for diesel at the previous week's average pump price of diesel (calculated by us) less such discount as we notify you from time to time, plus VAT.

**19. MILEAGE CAPTURE SYSTEM**

If you ask us to and agree to pay the card charge that we agree with you, we will give you information about private mileage from information provided by card holders and processed through our mileage capture system. We will send you these reports electronically at the times agreed between you and us. We will provide you and the card holder with phone access to the mileage capture system. Card holders must dial into the mileage capture system using a touch-tone phone, then follow the recorded instructions to record mileage and any other details they are asked for.

If the mileage capture system is unavailable or the card holder enters an invalid account number or card number twice in a row, the call will automatically transfer to our representative who will take the details by hand, if the call is transferred between 9am and 5:15pm Monday to Friday (not including bank holidays). Outside these hours, we will ask the card holder to call back.

You can also give mileage details through our website at the address we give you. If the card holder gives you information, you can give it to us in a format we have agreed with you.

We cannot guarantee that the reports we provide will be accurate or that your tax office will accept them. You must contact your tax office and make sure they agree that you can use information from the mileage capture system.

**20. EVENTS BEYOND OUR CONTROL**

If we delay or fail to provide goods or services because of events beyond our control, we will not be responsible for damages or loss of expected profits. Events beyond our control means events that we could not prevent including:

- natural disasters;
- war, revolution, riot or any similar event;
- terrorism or threats of terrorism;
- any authority legally taking any goods;
- fires or explosions;
- strikes or any other similar acts.

21. This agreement is only governed by English law and disputes will be dealt with by the Courts of England and Wales.

**22. Contact details**

You can contact us in the following ways.

By post: Public Sector Team, Post Department 21, Arval Centre, Windmill Hill, Swindon SN5 6PE

By email: MonitorCardEnquiries@arval.co.uk

We may monitor and record phone calls. We do this so we can check what was said and also to help train our staff. Cards are managed by Arval UK Ltd, Arval Centre, Windmill Hill, Swindon, SN5 6PE. Registered number 1073098 England.

**THE DIRECT DEBIT GUARANTEE**

You should keep this guarantee

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security is monitored and protected by your own Bank or Building Society.
  - If the amounts to be paid or the payment dates change, Arval UK Ltd. will notify you at least 14 days in advance of your account being debited or as otherwise agreed.
  - If an error is made by Arval UK Ltd. or your Bank or Building Society you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to Banking Service PD27, Arval, Arval Centre, Windmill Hill, Swindon, Wiltshire SN5 6PE.

