

MonitorCard Application Form

In order for Arval to complete your application and issue you with your fuel cards, 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 MonitorCards should not exceed 10 working days, providing all the relevant information has been received.

Assistance

Please contact Arval at 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 card requirements (Section 9)	<input type="checkbox"/>
Agreed to the Terms & Conditions of Use by signing & returning our copy (Section 10)	<input type="checkbox"/>
Retained your copy of the Terms & Conditions of Use (Section 11)	<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



MonitorCard Application Form

This form will provide us with the information needed to issue your Arval fuel cards. Please complete the application form, embossing 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 Cards
(27 characters max.)

Please provide embossing and invoice centre details on enclosed, if applicable (section 9).

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 fuel cards required:	Card charge/ Voucher charge:	Est. overall total weekly spend using Arval fuel 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 be referred to:

Company Name

Contact Number

4. MONITORCARD TERMS

In addition to the standard fuel card 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.

No 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 4 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

Number of payment points

Payer bank account Name

Payer contact name

Narrative to appear on OUR bank statement

Payer contact address

Frequency of payment runs

Payer telephone number

Method of remittance advice delivery employed

Signatories for approval of payment

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

TERMS & CONDITIONS

DEFINITIONS

Agreement	This agreement between you and us , including the application form.
Anniversary	The date 12 months after the start date of this agreement , and the same date every year after that.
Cards	A fuel card, a maintenance card or a fuel and maintenance card we have issued.
Card charge	A yearly charge (plus VAT) that we charge you for each card .
Card holder	The person you authorise to use the card .
Consequential losses	Losses that are not a direct result of anyone breaking any of the terms of this agreement .
Franchised outlets	Suppliers who are acting as our authorised selling agents and who hold franchise agreements with us or any of our associated companies.
Goods and services	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.
Mileage capture system	The system that we may allow card holders to use to record information about private mileage.
Website	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 .
We, us, our	ARVAL UK Ltd.
You, your	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.

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. 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.

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).

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 10 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.

5. 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.

6. 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 10 of this **agreement**.

7. 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**.

8. 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.

9. 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).

10. 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**, 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.

11. CARD CHARGE

Every year, we make a **card charge** on each **card** we issue. We may charge the **card charge** at any time by telling **you** on **your** invoice. 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**.

12. 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**.

13. 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**.

14. 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.

15. 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.

16. DIESEL DIRECT

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

Card	Diesel direct card .
Goods and services	You must only use a diesel direct card to buy diesel and lubricating oil.
Franchised outlet	Garages holding Keyfuels or diesel direct franchises.
Property	The cards will be our property or the property the person named on the card as the owner.
Fuel prices	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.

17. 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**.

18. This agreement is only governed by English law.

19. 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

Agreement	This agreement between you and us , including the application form.
Anniversary	The date 12 months after the start date of this agreement , and the same date every year after that.
Cards	A fuel card, a maintenance card or a fuel and maintenance card we have issued.
Card charge	A yearly charge (plus VAT) that we charge you for each card .
Card holder	The person you authorise to use the card .
Consequential losses	Losses that are not a direct result of anyone breaking any of the terms of this agreement .
Franchised outlets	Suppliers who are acting as our authorised selling agents and who hold franchise agreements with us or any of our associated companies.
Goods and services	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.
Mileage capture system	The system that we may allow card holders to use to record information about private mileage.
Website	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 .
We, us, our	ARVAL UK Ltd.
You, your	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.

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. 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.

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).

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 10 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.

5. 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.

6. 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 10 of this **agreement**.

7. 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**.

8. 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.

9. 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).

10. 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**, **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.

11. CARD CHARGE

Every year, **we** make a **card charge** on each **card** **we** issue. **We** may charge the **card charge** at any time by telling **you** on **your** invoice. 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**.

12. 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**.

13. 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**.

14. 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.

15. 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.

16. DIESEL DIRECT

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

Card	Diesel direct card .
Goods and services	You must only use a diesel direct card to buy diesel and lubricating oil.
Franchised outlet	Garages holding Keyfuels or diesel direct franchises.
Property	The cards will be our property or the property the person named on the card as the owner.
Fuel prices	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.

17. 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**.

18. This **agreement** is only governed by English law.

19. 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.

