

**THESE TERMS AND CONDITIONS OF USE SUPERSEDE ALL PREVIOUS TERMS AND APPLY TO YOUR CARDS  
- PLEASE RETAIN A COPY FOR YOUR RECORDS**

**DEFINITIONS**

<b>Agreement</b>	This agreement between you and us.
<b>Business Mileage Monitor (BMM) system</b>	The system that we may allow card holders to use to record information about business and private mileage.
<b>Card</b>	A card or other payment method we have issued and which can be used to purchase goods and services, including but not limited to chip and pin cards, Non PIN cards, magnetic stripe cards, voucher cards, card numbers and virtual cards.
<b>Card charge</b>	A yearly charge (plus VAT) that we charge you for each card.
<b>Card holder</b>	Any person you authorise to use the card.
<b>Chip and pin card</b>	A card that we issue and which includes chip and pin technology.
<b>Consequential losses</b>	Losses that are not a direct result of anyone breaking any of the terms of this agreement.
<b>Fee Tariff</b>	The tariff of recurring and ad-hoc fees applicable to your account and cards which forms part of this agreement as updated from time to time.
<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, car parks, tolls, hotels, trains and other services we may include from time to time.
<b>Non PIN Cards</b>	A card that has either the name of an individual or the registration number of a vehicle (or both) embossed on it and the card holder signs their name or writes their vehicle registration number on the back but does not require the card holder to show any form of ID or enter a PIN code but where a card holder's signature is required at the point of sale.
<b>Non-standard cards</b>	Non PIN cards and any other non-standard types of cards that we issue to you and confirm are non-standard cards.
<b>PIN</b>	The personalised identification number used to validate a transaction to purchase goods and services using a chip and pin card.
<b>Suppliers</b>	Suppliers who hold agreements with us or any of our associated companies to accept cards to purchase goods and services.
<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>	Allstar Business Solutions 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 suppliers 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 the card holder can use the card. You must ensure that only a card holder knows and is able to use the pin for any card or if a card does not have a pin associated to it you must ensure that the card can only be used for any driver name or vehicle registration embossed on 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) matching the driver name or vehicle registration embossed on the front of the card to prevent unauthorised use which you will be liable for. The card holder must present the card to the supplier before they buy goods and services so that (where relevant) the supplier is aware that they are about to make a payment with the card. The card holder must make sure that the correct vehicle registration number and mileage has been recorded on a voucher for each purchase. The card holder must make sure that they enter the correct pin when using a chip and pin card and you are liable for all goods and services purchased using a card once a correct pin has been entered at the point of sale terminal or after the card holder signs to accept the transaction where a card holder does not have a pin and signature is required. It is important that you take all reasonable steps to prevent misuse of your cards and to identify any unauthorised or fraudulent activity relating to your cards or your card numbers. These steps should include: ensuring that pins are not known by anyone other than a card holder, checking that your cards are correctly embossed with your company name and one of both the card holder name and vehicle registration, checking your invoices and any reports that you receive for any unauthorised or unusual activity and promptly investigating any suspect/unusual transactions that we notify you of.

**3. CARDS**

Each card will show your name and the expiry date. You must ensure that the card is embossed to show the card holder's name or the registration number of the vehicle it is used for (or both). If the signature panel on the back of the card is marked or is not filled in correctly, a supplier may confiscate the card. Cards are issued with a pin which must be used in conjunction with chip and pin cards. Card holders will have 5 attempts to enter a correct pin at the point of validation of a transaction. If the correct pin is not entered after 5 attempts the card will be automatically blocked and neither you nor the card holder will be able to use the card again. In the event that a card has been blocked it will be necessary for us to issue you with a replacement card. If a pin is lost or misplaced, card holders can request a re-advice from us (please see clause 20 for our contact details or you can contact us via our website). We may charge a fee for issuing replacement cards. Suppliers may also refuse to accept the card if it is not being used in line with the conditions that we agree with suppliers. If we provide you with a bearer card, a Non PIN card, an ID bearer card or a voucher card you are subject to the additional terms applicable to such cards from time to time, these terms are available on request and you must make sure that you keep to them. We will also charge you a fee per voucher card, bearer card or ID bearer card details of these fees are set out in our fee tariff.

**4. ACCOUNTS**

Each week (or other period we have agreed with you in writing) we will send you an invoice, or produce an invoice on the website, showing all purchases made using the cards, less any credits or refunds. We may charge you a fee if you require a paper or non-standard invoice. You must pay the invoice in full, by direct debit, within 7 days (or other period we have agreed with you in writing) of the date of the invoice (the payment due date). We may charge you a fee for a non-standard payment period. If you do not pay any amount by the payment due date we may charge interest at a rate of 5% 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 (including unpaid interest) and also on any goods and services purchased by you with our cards but not yet invoiced to you until you pay the outstanding invoice in full. We may also charge you a late payment fee. Alternatively we may charge you interest and late payment fees in accordance with the Late Payment of Commercial Debts (Interest) Act 1988 and the Late Payment of Commercial Debts Regulations 2002 (or any amendments to these statutory provisions). We will continue to charge interest until you have paid the amount due, whether or not the agreement has ended or a court judgment has been made if any amount is still unpaid more than seven days after the payment due date. We may cancel any or all of your cards and end this agreement (clause 12 of this agreement applies to any cards that we cancel). We may also place your cards on temporary stop the day that any payment becomes overdue. 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 or if for any other reason that is not our fault we are unable to collect a payment due by direct debit. We will charge you a network service fee for processing all card transactions. We may also charge a fee for any copies of invoices or sales vouchers you ask us to send you for transactions. We do not have to give you information about transactions dating back more than six months. You must notify us promptly in writing of any dispute that relates to your cards and goods and services purchased with cards or card numbers. We do not have to carry out any investigations that relate to transactions that took place more than three months before you notified us of a dispute. We may charge you a fee if you require us to provide any non-standard account management activities or for any non-standard services. We may charge a fee if you wish to transfer your account to a different type of card issued by us or terminate this agreement and enter into a new agreement with us under which we will issue a different type of cards to you. We may charge this fee for terminating or transferring your exiting account or for opening your new account, but not both.

**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 supplier 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 supplier or other supplier.

**6. FEES**

All fees applicable to your cards and account will be set out in the applicable fee tariff unless otherwise committed to or agreed with you in writing. All references in this agreement to fees or charges are references to the fees set out in the fee tariff. We may at our absolute discretion determine whether or not to invoice you for any of the fees set out in the fee tariff. We may vary or amend the fee tariff at any time. In addition, we may grant you discounts from time to time on certain goods and services. The application of discounts and other benefits which we offer which applies will be set out in the fee tariff. We may withdraw or change any discount if we choose to at any time on 1 month's prior notice to you. Our current fee tariff is published on our website. If we make any changes to the fee tariff, we will post the revised fee tariff on our website indicating the date the revised fee tariff was posted. Notification to you of any changes to the fee tariff shall take effect upon the posting of the revised fee tariff on our website. It is your responsibility to check our website regularly to ensure you keep up to date with any changes to the fee tariff notified to you in this way. If you wish to discuss any changes to the fee tariff you must contact us within 7 days of the change being notified to you through us posting the changed fee tariff on our website. If you do not contact us within this 7 day period, you will be deemed to have accepted the new fee tariff by continuing to use your cards once the 7 day period has elapsed.

**7. CREDIT AND RISK**

We may terminate this agreement or suspend your cards in the event that you exceed any credit limit that we have set for your account. We may charge you a fee for exceeding any credit limit that we have notified you of. If we suspend your account for any reason and we subsequently agree to reactivate your account, we may charge you a fee. We may also charge you a fee if you fail to comply with the terms of this agreement or if non-standard payment terms or payment methods are operated for your account. 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 we collect to assess your credit risk to determine what risk exposure level for your fuel purchases for the purposes of mitigating the risk. You agree we may apply such fees immediately and without prior notice to you, although if we apply a risk based fee in this way we will notify you of our decision to apply the risk based fee, together with any additional details of the fee, as soon as reasonably practicable following the decision. You agree we may apply the fee from the point in time we receive the report indicating your risk exposure level to hit the specified risk exposure level or we otherwise decide (acting reasonably) to apply the fee. The rate of the risk based fee applicable will be determined by us and will not exceed the maximum risk based fee set out in the fee tariff. We shall continue to apply the risk based fee for such time as we believe, in our sole and reasonable discretion, you continue to pose an increased level of credit risk, including (but not limited to) your risk exposure level below the specified risk exposure level for a continuous period of no less than two calendar months. Our decision around the risk based fee is final and there shall be no back-dating or reimbursement of risk based fees applied by you to you.

**8. 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 12 of this agreement. You agree to indemnify us against any and all claims, losses, costs, penalties, expenses and liabilities which we may suffer or incur (including directly or indirectly, arising from or relate to any claim whether in contract, delict or tort (including negligence or breach of statutory duty) in respect of any use of a card.

**9. 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 number or the card number is being used fraudulently, you should report this immediately via the website. If you are unable to notify us via the website you must phone us immediately and also tell us in writing by fax, e-mail or post within 48 hours of phoning us. (Please see clause 19 for our

contact details). Where you report a card as lost or stolen or report unauthorised use via the website during our normal working hours you will not be responsible for any purchases made using that card from that time and where you report a card as lost or stolen or report unauthorised use via the website during our normal working hours you will not be responsible for any purchases made using that card 1 hour after the start of the next working day. 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 details. 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 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 (but you remain liable for purchases up to this point). You should tell us all you know about the circumstances of the loss or theft and you must ensure that you have not used the card since the loss. 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.

**10. OUR WEBSITE**

We will give you access to the website and you should use the website to manage your cards and account. Fees may be charged if you ask us to supply information or undertake tasks that are available or could be undertaken via 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.

**11. 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 Saturdays and bank holidays). One you have told us in writing about the change that we should use to contact you and, if different, for us to send invoices to you. It is your responsibility to keep this information up to date and to advise us of any changes. We may charge you a fee if you do not provide us with up to date e-mail addresses.

**12. CANCELLING CARDS**

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 card to us, 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, or a card that we agree to treat as lost or stolen. 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 suppliers for getting back cards which you ask us to cancel and which we agree to treat as lost or stolen. You may terminate this agreement at any time by giving not less than one month's written notice to us. We may terminate this agreement at any time by giving not less than two months' written notice to you.

**13. CARD CHARGE**

Every year, we make a card charge on each card we issue. We may change the card charge at any time. Any new card charge will be notified to you or will be set out on an invoice to you and will be valid from the date that the change was made and be applicable on any card reissues or new requests from that date forward. 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. We may also charge you a fee if any cards are not used or used to purchase a lower level of goods and services than we reasonably anticipated.

**14. 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 suppliers 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 do not accept any liability that relates to the accuracy of, or using, the BMM system.

**15. 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 amounts due to us. 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 Allstar 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 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 purposes of this agreement. This means you and the subsidiary company jointly and separately responsible for keeping the terms of this agreement and jointly and separately liable for any failure to do so.

**16. THIS AGREEMENT AND CHANGES TO IT**

Changes to the fee tariff and card charge will be made by us in accordance with clauses 6 and 13 respectively. If we change any other terms set out in this agreement, we will do so by giving you notice in advance where possible, otherwise we will notify you as soon as reasonably practicable after making the change. We will either send any notice to you by including it with your invoice, sending it to you or by notifying you that the new agreement or variation to this agreement has been published on our website. If you wish to discuss any changes to this agreement you must contact us within 7 days of the change being notified to you in accordance with this clause 16. If you do not contact us within this 7 day period, you will be deemed to have accepted the new agreement or variation to this agreement by continuing to use your cards once the 7 day period has elapsed. 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, if you agree to the terms and conditions that will apply to you, we will 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. You must keep all information and data relating to this agreement, cards, transactions made using cards and all commercial terms confidential and not disclose any such information or data to any third party without our consent unless you are legally required to do so.

**17. BUSINESS MILEAGE MONITOR (BMM) SYSTEM**

If you ask us to and agree to pay the additional card charge that we agree with you, we will give you information about the split between business and private mileage from information provided by card holders and processed through our BMM system. These reports will be available to download from the BMM system electronically at the times agreed between you and us. We will provide you and the card holder with phone and online access to the BMM system. Card holders must give accurate mileage details through our website at the address we give you or any other website we direct you to from time to time. Card holders may also dial into the IVR system using a touch-tone phone to record mileage and any other details they are asked for. We will use our reasonable endeavours to ensure that the BMM system is available when you wish to use it. 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 BMM system. We may terminate the availability of the BMM system at any time after giving notice to you. You must give us three month's written notice if you no longer require the BMM system to be available to you.

**18. NON STANDARD CARDS**

If you request us to do so, we may, at our absolute discretion agree to supply non-standard cards to you. To ensure a high level of security, standard cards benefit from 'real time' authorisation controls used to validate transactions at the point of sale. Standard cards also benefit from the security of chip and PIN technology where a valid PIN must be entered at the point of sale. In order to provide you with greater flexibility when using our card facility you have requested us to provide you with non-standard cards, which you require to have a lower level of control than standard cards and therefore involve a higher degree of risk. We will apply our standard usage controls in relation to non-standard cards; you will be required to sign an amendment to this agreement if you wish us to apply different usage controls. You undertake to take full responsibility for the use and control of non-standard cards. It is and at all times remains exclusively your responsibility to ensure that non-standard cards (including the card numbers associated with such cards) are only used by card holders authorised by you and subject to any limitations placed by you upon such card holders. Non-standard cards cannot be used at outside payment terminals. After you report a non-standard card as lost or stolen, we will advise our network of suppliers of non-standard cards which you report to us as lost, stolen or being used in a fraudulent manner, in the usual way. We will notify you as soon as we are aware that any non-standard card that you have reported as lost or stolen, has been used. However, because non-standard cards are less easy to control and monitor, you will be liable in full for all purchases made with any non-standard card until that non-standard card has expired or has been returned to us irrespective of whether the card has been reported lost or stolen or whether or not our relationship with you is terminated. YOU HEREBY INDEMNIFY AND HOLD US HARMLESS AGAINST ANY LIABILITY, LOSS, COST, DAMAGE OR EXPENSE RELATING TO ALL TRANSACTIONS RELATING TO THE NON STANDARD CARDS (AND THE ASSOCIATED CARD NUMBERS) ISSUED TO YOU, HOWEVER THEY MAY OCCUR (INCLUDING FRAUDULENT TRANSACTIONS ON CLONED AND SKIMMED CARDS). Because we have issued non-standard cards to you, it is particularly important that you promptly review all invoices that we provide to you. Without prejudice to any other term of this application form or the Terms and Conditions of Use (and/or your agreement with us), you must notify us within 3 working days of receipt of your invoice of any transactions where you suspect or reasonably ought to have suspected that any non-standard card has been compromised and/or used fraudulently, for example, where a non-standard card has been skimmed, cloned or otherwise copied whilst the genuine nonstandard card is still in use. Although you will remain liable for all transactions until non-standard cards have expired or been returned to us, as soon as you notify us that a non-standard card is lost, stolen or being used in a fraudulent way we will attempt to prevent further use of the non-standard cards (and/or card numbers) and use our reasonable endeavours to limit your financial exposure and risk. For Non PIN cards you will only be liable for transactions made with the Non PIN card up to a maximum of £100. Non PIN cards will be charged at the same rate as the standard cards on your account(s) and will expire after a period of 24 months when replacement Non PIN cards will be issued to you.

19. This agreement is only governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.

20. Contact details

You can contact us in the following ways:  
 By post: Allstar, Post Department 45, P O Box 1463, Windmill Hill, Swindon, SN5 6PS  
 By phone: 0870 419 5165 (9am to 5.15pm, Monday to Friday not including bank holidays)  
 By fax: 0870 419 4728  
 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 Allstar Business Solutions Ltd, P.O. Box 1463, Windmill Hill, Swindon, SN5 6PS.  
 Registered number 2631112 England.