



## TERMS AND CONDITIONS

The following Terms and Conditions govern the use of Fuel Cards issued by Ace Fuelcards Ltd.

### 1. DEFINITIONS

In these Terms and Conditions the following words, terms or expressions shall have the following meanings:-

"Ace Fuelcards" means Ace Fuelcards Ltd, Abbey House, Stirlings Road, Wantage, Oxon OX12 7BB.

"Agreement" means any agreement with a Principal Cardholder incorporating these Terms and Conditions as the same may be amended from time to time.

"Application" means the application form and any related documentation completed and/or signed on behalf of the Principal Cardholder relating to the provision and use of Cards, or by an Authorised Signatory.

"Authorised Cardholder" means a person to whom the Principal Cardholder has provided a Card and who is authorised by the Principal Cardholder to use a Card.

"Authorised Signatory" means a person authorised to sign on behalf of a company such as a Director, Transport Manager or indeed any other authorised person as defined by the new Companies Act.

"Card" means all cards issued to the Principal Cardholder by Ace Fuelcards.

"Card Charges" means the fees or other charges agreed in the Application and any other reasonable charges notified by Ace Fuelcards from time to time including the supply of copies of sales vouchers and additional copies of reports, analyses, directorates, invoices or statements.

"Cardholder" means the Principal Cardholder and, where applicable, any Authorised Cardholder.

"Driver Card" means a Card designated for use with any vehicle by the Authorised Cardholder named on the Card.

"Financial Limit" means the maximum amount expressed in money terms that Ace Fuelcards may from time to time specify to a Cardholder as being the limit of purchases of Supplies on credit that may be made from time to time.

"Fixed Price," means the price notified to the Cardholder by Ace Fuelcards on a weekly basis or on any other basis Ace Fuelcards sets as a result of market conditions.

"Full Pump Price" means the price as shown on the pump or other point of sale material in force at the time of the transaction.

"Minimum Spend" means the amount (including VAT) agreed between the Principal Cardholder and Ace Fuelcards on which a discounted price mechanism may be applied.

"PIN" means Personal Identification Number which may be issued for use with a Card.

"Principal Cardholder" means the partnership, firm, body, corporate or other person to which Cards are issued.

"Sales Voucher" means a voucher (manually or electronically produced) recording a Card transaction.

"Site" means an authorized site which appears in the Site Directory as such directory may be varied from time to time and "Sites" means any one or more of the said network of Sites.

"Spare Card" means a Card designated for use with any vehicle by any Authorised Cardholder.

"Supplies" means any goods or services available in connection with a Card as may be available from time to time and as requested in the Application.

"Vehicle Card" means a Card designated for use with a vehicle identified on the Card by any Authorised Cardholder.

2. ACCEPTANCE OF TERMS AND CONDITIONS

Signature by an Authorised Signatory and/or use of a Card by the Principal Cardholder or an Authorised Cardholder constitutes acceptance of these Terms and Conditions. Ace Fuelcards may request that the Principal Cardholder provide evidence that the Authorised Signatory is so authorised and in any event the Principal Cardholder hereby warrants that any Authorised Cardholder is so authorised.

3. CARD ISSUE

3.1 Cards remain the property of Ace Fuelcards at all times and shall be returned by the Principal Cardholder promptly at Ace Fuelcards' request. Ace Fuelcards shall have the right to collect the Card.

3.2 The Principal Cardholder shall be liable for the use of any Card by the Principal Cardholder or any Authorised Cardholder prior to the return of a Card in accordance with condition 12.

3.3 The Authorised Cardholder shall be deemed to have been given authority to use the Card as a duly authorised representative of the Principal Cardholder and the Principal Cardholder shall ensure that the Authorised Cardholder complies with all these Terms and Conditions.

3.4 Ace Fuelcards will issue to the Principal Cardholder the types of Card requested on the Application.

3.5 In relation to Spare Cards and notwithstanding any other provision of these Terms and Conditions, the Principal Cardholder shall be liable in respect of any/all transactions made with Spare Cards notwithstanding that they may or may not have been reported lost or stolen.

3.6 The Principal Cardholder will indemnify and keep Ace Fuelcards indemnified in respect of and in relation to all costs claims and demands arising out of or in connection with the use of all Cards.

3.7 The issue of all Cards shall be at the absolute discretion of Ace Fuelcards.

4. CARD USE

4.1 A Card shall not be valid unless the signature strip on the reverse of the Card has been completed in accordance with the instructions issued by Ace Fuelcards from time to time.

4.2 A Card may only be used:

(i) if it is a current Card which has not expired or been cancelled;

(ii) by an Authorised Cardholder to obtain Supplies from a Site which accepts the Card;

(iii) to obtain Supplies of a specified nature depending on whether or not there is a restriction relating to Supplies on the Card or in the Application;

(iv) to obtain Supplies up to the maximum value per transaction as specified by Ace Fuelcards from time to time;

(v) if the Card has not been reported lost or stolen;

(vi) if the Principal Cardholder or the Authorised Cardholder presents or shows the Card to the Site prior to the purchase of Supplies.

4.3 When using a Card to obtain Supplies, the Principal Cardholder acknowledges that where such Supplies are made in the United Kingdom, such Supplies will be purchased from Ace Fuelcards through the agency of the relevant Site.

4.4 It is the obligation of the Principal Cardholder or Authorised Cardholder to collect and return the Sales Voucher issued at the time Supplies are purchased.

4.5 Whenever making purchases the Principal Cardholder or any Authorised Cardholder shall comply with these Terms and Conditions and all procedural requirements of the Site in respect of the relevant Card transaction and shall ensure that the Card is only used in accordance with condition 4.2.

4.6 If any procedural requirements are not complied with or the Card is used other than in accordance with these Terms and Conditions, the Principal Cardholder shall nevertheless remain liable to pay Ace Fuelcards for all amounts due to Ace Fuelcards under the relevant Card transaction.

4.7 Cards that identify vehicles are issued to the Principal Cardholder as a management information tool to be used correctly by the Principal Cardholder and/or Authorised Cardholders. Such Cards do not provide additional security. The Principal Cardholder shall be liable to pay Ace Fuelcards for all amounts due to Ace Fuelcards under the relevant Card transaction, including where the transaction is in respect of a vehicle other than that identified on the Card.

4.8 Except where expressly agreed in writing by Ace Fuelcards with the Cardholder, Supplies drawn against any Card issued to the Cardholder shall not be used by the Cardholder for any purpose other than as a fuel or lubricant (as appropriate) in the Cardholders own or contracted vehicles and shall not be resold or otherwise disposed of to any other persons.

5. PIN

5.1 The Principal Cardholder and the Authorised Cardholder shall use the PIN if so required by a Site.

5.2 The PIN shall only be used by the Principal Cardholder and Authorised Cardholder to whom it is supplied and shall not be disclosed directly or indirectly to any other person.

5.3 The PIN shall not be written on any Card or Sales Voucher or on anything kept with the Card.

5.4 If the PIN is disclosed to an unauthorised person the Principal Cardholder must notify Ace Fuelcards immediately.

5.5 The PIN is only available for use on some Sites on the network and therefore offers only limited security.

6. SECURITY AND CREDIT LIMITS

6.1 Ace Fuelcards reserves the right to call for security (whether in the form of a banker's guarantee, personal guarantee, deposit or otherwise) in respect of Card transactions and any other sums due to Ace Fuelcards. Any such deposits will be returned to the Principal Cardholder at Ace Fuelcards' discretion during the period in which credit is given or within 30 days of the closing of an account, subject to Ace Fuelcards having received all outstanding monies due under this agreement.

6.2 The provision of security shall not affect the Principal Cardholder's liability under these Terms and Conditions.

6.3 If security is not provided on request or expires or ceases to be valid for any reason then, without prejudice to Ace Fuelcards' right to recover all amounts due from the Principal Cardholder, Ace Fuelcards may terminate this agreement immediately on notification to the Principal Cardholder.

6.4 Ace Fuelcards shall impose and notify to the Principal Cardholder a Financial Limit on the use of the Cards and if any applicable Financial Limit is exceeded then, without prejudice to Ace Fuelcards' right to recover all amounts due from the Principal Cardholder, Ace Fuelcards may terminate this agreement immediately on notification to the Principal Cardholder. Ace Fuelcards have no obligation to honour any amount of credit over and above the Financial Limit.

7. DELIVERY TIME AND QUANTITIES

7.1 Supplies purchased by the Cardholder from Ace Fuelcards through the use of the Card shall be delivered by Ace Fuelcards and received by the Cardholder solely through the Sites.

7.2 Title to Product shall pass to the Cardholder at the moment it leaves the hose nozzle of the dispensing equipment at the Site.

7.3 Quantities drawn and received by the Cardholder shall be ascertained conclusively (except in the case of manifest error) by reference to the recording devices contained in the dispensing equipment at the Site and in the event of failure of all such devices by reference to the Card.

7.4 All quantities of Supplies withdrawn upon any Card issued to the Cardholder shall be deemed conclusively to have been withdrawn by the Cardholder and Ace Fuelcards shall not be affected by any unauthorised use of the Card.

7.5 Upon each withdrawal of Supplies the amount delivered will be visually displayed on the Sites dispensing equipment and recorded in litres.

7.6 Copy receipts are obtainable via Ace Fuelcards at a cost of £25.00 per transaction.

7.7 All quantities of diesel, petrol and lubricant will normally be invoiced within 7 days of the conclusion of the transaction, or at a later date at the discretion of Ace Fuelcards.

7.8 The Principal Cardholder shall ensure that any persons using the Card shall not tamper with or try to interfere with the fuel monitoring device or fuel delivery equipment at any Site. In the event there appears to be a defect or fault in such monitoring and fuel delivery equipment the Cardholder shall forthwith report the same to the operator of the Site at the time and to Ace Fuelcards within 24 hours.

8. INVOICING

8.1 Invoices will be sent to the Principal Cardholder at the billing period intervals determined by Ace Fuelcards from time to time detailing Card transactions processed by or on behalf of Ace Fuelcards for the relevant billing period together with any Card Charges.

8.2 The amount to be charged for fuel Supplies will be determined each Tuesday afternoon to be effective for seven days from Tuesday night at midnight. At Ace Fuelcards' discretion the Principal Cardholder may be notified of such price changes each Tuesday afternoon by fax or email (as determined by Ace Fuelcards) and for any reason this method of communication is unavailable, such price may be determined by the Principal Cardholder by telephoning Ace Fuelcards' customer services department on 01235 775200, after 2.00pm on the said Tuesday.

8.3 The amount to be charged for Supplies other than fuel shall be the relevant Card transaction value shown on the Sales Voucher plus 25% handling charge.

8.4 The Principal Cardholder will be charged for invoices, those sent by post £2.00 per week, by Fax £1.00 per week and by e-mail no charge.

8.5 The amount to be charged for Supplies made outside the United Kingdom, if necessary, be converted to pounds sterling at the prevailing rate set by Barclays Bank PLC at the date of invoice, or will be invoiced in Euros.

8.6 Any queries concerning the invoice, including but not limited to requests for copy Sales Vouchers, must be addressed to Ace Fuelcards in writing within 7 days of the date of the invoice.

8.7 All prices are subject to all Government or other taxes, duties, levies, charges, surcharges, assessments or impositions where applicable at the appropriate rate and any variation of the same at any time for the account of the Principal Cardholder.

8.8 Any drawings made from Sites not listed in the directory in force at the time of the transaction will be charged at the Full Pump Price plus a handling charge of 5% for diesel and petrol and 25% for any other products.

9. PAYMENT

9.1 Payment of invoices shall be by direct debit 7 days after invoice date and settlement shall be in respect of the whole amount of all invoices due and owing at such date.

9.2 If any amounts are not paid by the due date then (without prejudice to Ace Fuelcards' right to terminate this agreement) interest shall be payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

9.3 The Principal Cardholder shall be liable for a charge of £36 for each unpaid direct debit or cheque.

9.4 If a Direct Debit is not paid on the due date Ace Fuelcards may place the account and all Cards on stop and they may remain on stop until all amounts due to Ace Fuelcards have cleared Ace Fuelcards' bank account.

9.5 If the Financial Limit stipulated by Ace Fuelcards is exceeded by the Principal Cardholder Ace Fuelcards may place the Principal Cardholders Account and all Cards on stop with immediate effect.

9.6 If the Financial Limit stipulated by Ace Fuelcards is exceeded by the Principal Cardholder Ace Fuelcards may without notice at any time Direct Debit the Principal Cardholders account by the amount the Financial Limit has been exceeded.

9.7 If the direct debit mandate given by the Principal Cardholder to Ace Fuelcards is cancelled for any reason Ace Fuelcards may withdraw the use of the Card or Cards either forthwith or at such later date as Ace Fuelcards shall in its absolute discretion see fit. In such circumstances all invoices raised in accordance with Clause 8 remain due and funds should be repaid to Ace Fuelcards forthwith.

10. NO SET OFF

10.1 All payments made are not paid by the due date then (without prejudice to Ace Fuelcards' right to terminate this agreement) interest shall be payable in accordance with The Late Payment of Commercial Debts (Interest) Act 1998.

10.2 No set off or counter claim against Ace Fuelcards shall be made in respect of any claim by the Principal Cardholder or any Authorised Cardholder against a Site and/or Ace Fuelcards in any circumstances whatsoever.

11. CARD AND SITE DIRECTORY CHARGES

11.1 It is acknowledged and agreed that Cards will be charged at £1.00 per month per card, subject to VAT.

11.2 One Site Directory will be provided free of charge for each account when opened. Additional Site Directories may be obtained at a cost of £1.00 per copy, subject to VAT.

12. CANCELLATION OF CARDS

12.1 Ace Fuelcards will cancel a Card if the Principal Cardholder requests cancellation in writing and encloses the relevant Card out in half.

12.2 Ace Fuelcards may request the return of all Cards or cancel or suspend all/allany Cards at any time without notice or refuse to replace or renew any Card.

12.3 A request for return, cancellation or suspension, is without prejudice to the Principal Cardholder's liability in respect of use of any Cards prior to the actual return of the relevant Card to Ace Fuelcards out in half.

13. LOST OR STOLEN CARDS

13.1 If a Card is lost or stolen or remains in the possession of a person who has ceased to be an Authorised Cardholder the Principal Cardholder must immediately

notify Ace Fuelcards Ltd, Abbey House, Stirlings Road, Wantage, Oxon, OX12 7BB. Tel. 01235 775200, Fax. 01235 775205 or at any other address, fax or telephone number as Ace Fuelcards may specify from time to time and also notify the police of the loss or theft and obtain a crime reference or lost property reference number within 3 days.

13.2 If notification of loss or theft of a Card is given verbally it must be confirmed in writing within 3 days.

13.3 The Principal Cardholder shall be liable in respect of any use of a Card by any person before notification in accordance with condition 13. After Ace Fuelcards has been properly notified and provided that this condition 13 has been complied with in full, the Principal Cardholder shall have no further liability for Card transactions made with that Card other than for Card transactions made by the Principal Cardholder or by a person who has ceased to be an Authorised Cardholder where the Principal Cardholder has allowed the Card to remain in the possession of that person.

13.4 The Principal Cardholder shall ensure that no Card remains in the possession of any person who has ceased to be an Authorised Cardholder.

13.5 The Principal Cardholder shall give Ace Fuelcards all the information in its possession as to the circumstances of the loss or theft and take all reasonable steps to assist Ace Fuelcards to recover any missing or stolen Card.

14. INFORMATION

14.1 Information supplied by an applicant or a Cardholder and/or which relates to a Principal Cardholder's account(s) will be held and processed by computer or otherwise by Ace Fuelcards to operate the Principal Cardholder's account(s), to confirm, update and enhance Ace Fuelcards' customer records and for statistical analysis to establish any Cardholder's identity (where required); and to assess the Principal Cardholder's credit status (for this purpose credit scoring techniques will be employed and checks may be carried out with a credit reference agency and a fraud detection system, who will maintain a record of any such enquiry).

14.2 Ace Fuelcards may disclose data relating to an applicant or a Cardholder and/or the Principal Cardholder's account(s) to: (1) a credit reference agency where it may be accessed by other financial institutions to assist assessment of any application for credit made to Ace Fuelcards and for occasional debt tracing and fraud prevention; (2) to any agent or sub-contractor of Ace Fuelcards; (3) to any person to whom Ace Fuelcards proposes to transfer any of its rights and/or duties under the Agreement; (4) to any guarantor or person providing security in relation to a Cardholder's obligations under any agreement with Ace Fuelcards;

(5) to insurance companies for purposes connected with insurance products that offer or might relate to the Principal Cardholder's account(s); (6) to any organisation which endorses the Card; (7) as otherwise required or permitted by law or any regulatory authority and in each case such persons may be located in countries outside the United Kingdom that do not have laws to protect your information. Details of the countries involved will be provided on written request by the Cardholder. Ace Fuelcards will comply with the provisions of The Data Protection Act at all times.

14.3 Whether an application is successful or not, Ace Fuelcards may use information about any applicant or Cardholder and its account(s) to send the Cardholder information about other goods and/or services offered by Ace Fuelcards and/or by third parties which Ace Fuelcards believes may be of interest to the Cardholder. Ace Fuelcards may also provide details of a Cardholder's name, address and other information as part of a mailing list to third parties to enable them to market goods and/or services which Ace Fuelcards believes may be of interest to the Cardholder. Cardholders may be contacted about other goods and services by any means (including telephone and e-mail). Any Cardholder that does not wish to receive this information should write to Ace Fuelcards at the address shown on the most recent invoice.

14.4 The Principal Cardholder shall immediately notify Ace Fuelcards of any changes in the Principal Cardholder's address or bank details or any other details contained in the Application. Ace Fuelcards reserves the right to renew or to alter the credit reference at any time.

14.5 Without prejudice to any other provisions for termination contained in these Terms and Conditions all monies due and owing by the Principal Cardholder to Ace Fuelcards shall become due and payable forthwith if Ace Fuelcards discovers that any information provided by the Principal Cardholder to Ace Fuelcards is materially inaccurate.

15. TERMINATION

15.1 This agreement may be terminated by either party, at any time, by giving not less than seven days prior written notice to the other party.

15.2 This agreement may be terminated by Ace Fuelcards with immediate effect and without notice if: (a) the Principal Cardholder is in breach of any of these Terms and conditions or any other provision of the Agreement; (b) the Principal Cardholder (as applicable) goes into or in the reasonable opinion of Ace Fuelcards is likely to enter receivership, administrative receivership, administration, bankruptcy or liquidation or has similar proceedings taken against it or any other event occurs which in the opinion of Ace Fuelcards may affect the ability of the Principal Cardholder to comply with any or all of its obligations or meet any of its liabilities under the Agreement; (c) any other circumstance arises which gives Ace Fuelcards a termination right under these Terms and Conditions; (d) if Ace Fuelcards receives a credit reference (which the Principal Cardholder hereby agrees Ace Fuelcards may carry out from time to time on the Principal Cardholder's behalf) in the opinion of Ace Fuelcards is unsatisfactory; (e) if any direct debit is refused by the Principal Cardholders bank for any reason; (f) if the Cards are not used by the Principal Cardholder for a period of more than four weeks; (g) if the Financial Limit set by Ace Fuelcards is exceeded at any time.

16. EFFECT OF TERMINATION

16.1 On termination of this Agreement the whole outstanding balance of the Cardholder's account shall (at the discretion of Ace Fuelcards) become due and payable in full to Ace Fuelcards and the right of the Cardholder and any Authorised Cardholder to use a Card shall cease but without prejudice to the Cardholder's liability for use of Cards after termination or to the rights of Ace Fuelcards already accrued at the date of termination.

16.2 On termination of this Agreement by either party, the Cardholder shall, within 7 days, send Ace Fuelcards all the Cards out in half. The Cardholder shall be liable for a charge of £30 per unreturned Card.

17. LIABILITY

17.1 Ace Fuelcards gives no warranty, express or implied and whether arising from common law or statute, in relation to any Supplies sold to the Principal Cardholder. Ace Fuelcards shall not be liable for any loss or damage suffered by the Principal Cardholder or any Authorised Cardholder or by any third party in connection with any Supplies or the use of any Card save to the extent that such liability relates to death or personal injury or cannot by law be limited or excluded.

17.2 Ace Fuelcards (or any subcontractor or agent of Ace Fuelcards) shall not be liable to the Principal Cardholder in respect of any inaccurate information about purchases made by use of a Card when such inaccuracy is caused by incorrect or incomplete information provided by the Principal Cardholder, any Authorised Cardholder or a Site, whether on a sales voucher or otherwise.

17.3 Ace Fuelcards gives no representation or warranty, express or implied and whether arising from common law or statute that any computer software or data (which shall include without limitation disks, tapes, hard drives or any other form of programme or file delivery, tangible or intangible and whether delivered to the Principal Cardholder electronically via a communications network or otherwise) supplied to the Principal Cardholder is free from any computer virus or other malicious programming or is compatible with the Principal Cardholder's computer systems or that there is no functionality included which is incompatible with the Principal Cardholder's computer systems.

17.4 Ace Fuelcards shall not be liable in any way if a Site refuses or is unable to make Supplies for any reason.

17.5 Ace Fuelcards shall not be liable in any way to the Principal Cardholder or any Authorised Cardholder or any third party for the fraud, negligence, act, default, omission or willful misconduct of Ace Fuelcards, any Site or its or their respective employees contractors and agents, save to the extent that such liability relates to death or personal injury or cannot by law be limited or excluded.

17.6 Subject to clauses 17.1 to condition 17.5.

17.6.1 Ace Fuelcards' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to five hundred pounds £500; and

17.6.2 Ace Fuelcards shall not be liable to the Principal Cardholder or Authorised Cardholder for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

18. MINIMUM SPEND

18.1 It is acknowledged and agreed that the price mechanism for fuel Supplies set out in the Application has been calculated on the basis of the Minimum Spend shown in the Application and the Minimum Spend is not purchased using the Cards. Ace Fuelcards may require that a revised price mechanism be applied to purchases of fuel Supplies. The Minimum Spend will be converted to litres after 3 months operation of the Card by the Principal Cardholder and if the minimum volume is not achieved subsequently, Ace Fuelcards reserves the right to apply a revised price mechanism to future purchases of fuel Supplies.

19. VARIATIONS

19.1 Ace Fuelcards may vary, add to or delete any of these Terms and Conditions (including without limitation any terms contained in written correspondence) and impose new terms and conditions for any other similar banking card scheme that replaces the current card scheme (whether or not such new scheme is operated by Ace Fuelcards or by a third party on behalf of Ace Fuelcards).

19.2 The use of any Card after notification of any variation to these Terms and Conditions or the imposition of new terms and conditions shall be deemed to be acceptance of the varied or new terms and conditions by the Principal Cardholder.

20. TRANSFERS

20.1 This Agreement is personal to the Principal Cardholder and the Principal Cardholder shall not be entitled to assign, transfer, mortgage or charge all or any of its rights interests or obligations hereunder except by way of a charge created in the ordinary course of business.

20.2 Ace Fuelcards shall be entitled in its absolute discretion without the consent of the Principal Cardholder to assign, transfer, mortgage or charge all or any of its rights, interests or obligations hereunder including, without limitation, condition 9.

21. PROMOTIONS

21.1 The Principal Cardholder and any Authorised Cardholder may participate in any sales promotion schemes when using a Card except where otherwise notified in writing, otherwise advised in sales material relating to the promotion or by detail on the reverse side of a Card indicates otherwise.

22. JOINT AND SEVERAL LIABILITY

22.1 Where the Principal Cardholder consists of two or more persons the obligations of the Principal Cardholder shall be joint and several.

23. HEADINGS

23.1 The headings used in these Terms and Conditions are for convenience and shall not affect their interpretation.

24. NOTICES

24.1 Subject to the express requirements in these Terms and Conditions and to the requirements of any statute or other regulation, notification by such means as Ace Fuelcards may select shall constitute effective notice under these Terms and Conditions.

25. FORCE MAJEURE

25.1 Ace Fuelcards shall be under no liability to the Principal Cardholder for failure to perform its obligations under the Agreement due to circumstances that are beyond the reasonable control of Ace Fuelcards, its agents or contractors.

26. WAIVER

26.1 Any neglect, forbearance or indulgence on the part of Ace Fuelcards relating to its strict rights under these Terms and Conditions shall in no way be deemed to be a waiver, implied or otherwise, to those rights.

27. THIRD PARTY RIGHTS

27.1 The Agreement, including these Terms and Conditions, confers benefits on Ace Fuelcards. The provisions of the Agreement as a whole are intended to be enforceable by Ace Fuelcards by virtue of the Contracts (Rights of Third Parties) Act 1999 (the "Act"). Save as described above, the parties do not intend that any terms of the Agreement should be enforceable by virtue of the Act, by a person who is not a party to the Agreement. Ace Fuelcards may rescind or vary the Agreement without notice or to consent of any other company.

28. LAW AND JURISDICTION

This Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts.

## DIRECT DEBIT GUARANTEE

This guarantee should be detached and retained by the customer.



- This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change, Ace Fuelcards Ltd will notify you three working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Ace Fuelcards 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 us.