

fuelGenie Terms and Conditions

Definitions

1.1 In these Terms and Conditions the following words and phrases have the following meanings:

“Account” the fuelGenie Account that You hold under this Scheme;

“Agreement” the application form for an Account on the Website as filled in by You or a Scheme Telesales Agent on your behalf together with these Terms and Conditions;

“Authorised Cardholder” means the employees or contractors that You have authorised to use the Cards;

“Authorised Vehicles” means vehicles that You have authorised in relation to which Supplies can be bought;

“Business Day” means every Monday to Friday other than a day which falls on a public Holiday in England;

“Business Hours” means 9am to 5.30pm GMT Monday to Thursday and 9.00am to 5.00pm GMT on Friday other than on a public holiday in England;

“Cancellation Period” is defined in Clause 5.2;

“Card” a fuelGenie or fuelGenie+ fuel card issued by Us;

“Cardholder” any person using a Card issued under the Scheme;

“Deposit” the amount that We ask You to pay as described in Clause 2.2 as an advance against any money that You might owe Us in the future;

“Group Company” means any company which is the Company’s subsidiary, holding company or a subsidiary of its holding company, where a company is a subsidiary of another company (its “holding company”) if that other company holds a majority of the voting rights in it, is a member of it and has the right to appoint or remove a majority of its board directors, or is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it or if it is a subsidiary (as defined above) of a company which is itself a subsidiary of that other company;

“MMA” means a web portal, also known as the ‘manage my Account portal’, through which your Account is managed;

“Merchant” a merchant, authorised by Us to accept Cards to purchase Supplies under the Scheme as advertised from time to time on the Website;

“Registered Vehicle” a vehicle that You register on the Account;

“Scheme” the Worldline supermarket fuel card scheme in respect of which We issue Cards under this Agreement;

“Scheme Address” Postal address:

fuelGenie, PO Box 6139, Wolverhampton, WV1 9RQ

Telephone 0345 371 2490.

Email address: enquiries@fuelGenie.co.uk

“Scheme Telesales Agent” means the employee or contractor of Worldline who assisted You with your application if Your application was made over the phone;

“Supplies” (i) fuel or (ii) fuel and oil and any other goods or services that can be bought using the Cards as advertised from time to time on the Website.

“Terms and Conditions” these terms and conditions relating to the Scheme;



“Us” or “We” Worldline IT Services UK Limited, with its registered office at 1 Beeston Business Park Technology Drive, BEESTON, Nottingham, NG9 1LA;

“You” the business in whose name the Account is held;

“Website” means the Scheme website at the following url: <https://www.fuelgenie.co.uk/>

2. The agreement and authorisation

- 2.1 When you apply for an Account under this Scheme, You confirm that You are doing so in the course of a business and not as a consumer and that You have the authority to bind the business on whose behalf the Account and Cards are to be issued and used.
- 2.2 If you paid a Deposit when you applied for your Account, this will be held with Us for the duration of this Agreement. We will use the Deposit to pay any monies that You might owe us together with any expenses that we might have incurred as a result of any default by You. At the end of the Agreement we will return the balance of the deposit to You without interest.
- 2.3 You will ensure that all Cardholders are properly authorised to carry out transactions on Your behalf under this Scheme.
- 2.4 Once we accept your application and open an Account for You, You are then authorised to distribute Cards that you order to Cardholders who may then use the Cards to obtain Supplies at participating Merchants. The Supplies that can be obtained using the Cards and the participating Merchants may vary from time to time. The Merchants at which the Cards can be used will also differ for holders of fuelGenie+ Cards and fuelGenie Cards. Participating Merchants accepting each kind of Card are displayed on the Website. A sales voucher will be issued to the Cardholders at the Merchant for each sale.
- 2.5 The signature by a Cardholder of a sales voucher issued under this Scheme constitutes acceptance by You that the details shown on the sales voucher are true and accurate in all respects.
- 2.6 By entering into this Agreement, You authorise Us to debit Your Account for the sums contained in each sales voucher.

3. Termination

- 3.1 You may terminate this Agreement at any time by giving Us fourteen (14) days written notice.
- 3.2 We may terminate this Agreement at any time by giving You fourteen (14) days written notice or otherwise with immediate effect if (a) You becomes insolvent, go into compulsory or voluntary liquidation, You have a receiver or administrator or administrative receiver appointed over all or part of Your property or business or You are declared bankrupt (as appropriate), (b) You fail to pay any sums due to Us within 7 days of their due date or You otherwise breach any other term of this Agreement, (c) You exceed Your credit limit as determined pursuant to clause 4.3 at any time or (d) the Scheme ceases to operate for any reason.
- 3.3 In the event that this Agreement is terminated for any reason, (a) the total outstanding balance on Your Account shall become immediately due and payable by You in full and cleared funds together with any interest then due; and (b) the right to use the Cards shall automatically stop and all Cards issued to Your Account must be returned to Us immediately in accordance with Clause 5.3.
- 3.4 You must immediately notify Us at the Scheme Address of any change of name, address, contact details and bank details or commercial status that You undergo.

4. Use of fuel cards

- 4.1 We will issue Cards to You once We have (a) accepted Your completed application for an Account; (b) completed a satisfactory credit check on You; and (c) received the Deposit if we have asked for one.
 - 4.2 Each Card will include Your name and a Card number for Your Account. Depending upon the Card options that You choose, Cards may also record the Cardholder name and/or the vehicle registration number of a Registered Vehicle associated with that Card and must be signed immediately upon receipt (if applicable).
 - 4.3 Cards will be valid up to and including the date marked on the Card and will be valid for the purchase of Supplies at participating Merchants up to any maximum aggregate credit limit placed on Your Account as notified by Us at the time of Your application. We may at any time increase or decrease the credit limit applied to Your Account by notifying You.
- 4.4 You are responsible for ensuring that Cards are:
- (a) properly activated through the MMA prior to use;
 - (b) only used by Authorised Cardholders;
 - (c) only used to buy Supplies; and
 - (d) only used to buy Supplies for Authorised Vehicles.

- 4.5 You must ensure that the Cardholder checks that all the details of each transaction recorded on the sales voucher are accurate.
- 4.6 The Cardholder may be asked to prove their identity by supplying one of the following: drivers licence, vehicle registration, credit card or passport.
- 4.7 You must take and ensure that all Cardholder's take all reasonable steps to prevent misuse of the Cards and to identify any unauthorised or fraudulent activity relating to the Cards. These steps should include:
 - (a) checking that the Cards are correctly embossed with Your Name and a Card number, and where relevant the name of the Cardholder and/or the Registered Vehicle registration number;
 - (b) ensuring that all Cards are at all times in Your or a Cardholder's personal possession or control (for instance Cards must not be left in an unattended vehicle);
 - (c) checking all invoices as soon as You have received them and checking all transactions made on Your Account on at least a weekly basis for any unusual, suspect or unauthorised activity;
 - (d) promptly investigating any suspect/unusual transactions that We tell You about;
 - (e) promptly notifying Us if You suspect that a Card has been used fraudulently. This might include for example, use of a Card by a person that is not an Authorised Person or use of a Card to buy goods and services other than Supplies, or in relation to vehicles that are not Registered or Authorised Vehicles; and
 - (f) returning any cancelled or obsolete cards in accordance with Clause 5.3.

5. Cancelling Cards

- 5.1 Cards remain Our property and do not give You any right to receive Supplies. We may cancel Cards at any time. We will notify you either orally or in writing if We intend to do this. We will cancel all Cards when this Agreement comes to an end.
- 5.2 You may cancel a Card at any time for any reason by notifying Us by telephone (during Business Hours only) or through the MMA or by email. Notification will be deemed to have been received at the actual time that we received the notification if You notified Us during Business Hours, or if You notified Us outside of Business Hours, as soon as Business Hours have recommenced. We will cancel the cards that are notified to Us in this way within 24 hours of the time of deemed receipt of Notification ("Cancellation Period").
- 5.3 On cancellation of a Card or termination of this Agreement, You must cut in half and return to the Company every Card that We issued to You immediately. If a Card is cancelled or the Agreement is terminated for any reason You will remain responsible for any purchases made with the Card until the expiry of the Cancellation Period.

5.4 We will replace damaged or faulty Card(s) when we receive the original Card(s) at the Scheme Address.

6. Lost/Stolen cards and unauthorised use

- 6.1 You must immediately cancel a Card in accordance with Clause 5.2, if it is lost, stolen, is no longer in Your possession or control, or if You suspect that the Card is being used fraudulently or without Your authority.
- 6.2 Provided that You have complied fully with all Your obligations under this Agreement (including those in Clauses 4.4 to 4.6) You will not be liable to pay for any Supplies bought using a Card after the Cancellation Period has expired.
- 6.3 You must pay for and will be liable for all Supplies bought using a Card prior to the expiry of the Cancellation Period even if the Supplies were bought fraudulently including but not limited to through the use of a cloned or skimmed Card, or a transaction made by a person that was not Authorised or in relation to a non-Registered or Authorised Vehicle.
- 6.4 You must cooperate with Us in investigating any loss or, theft or unauthorised use of a Card, including reporting the matter to the police, assisting in any investigation by Us or the police and providing evidence in and providing reasonable assistance in the event of any resulting civil or criminal claims or prosecution arising.

7. Payment

7.1 Unless We agree alternative payment terms with you:

- (a) we will issue You with a statement and invoice showing the amount to be deducted from Your Account on the 2nd, 9th, 16th, and 23rd day of each month. The statement and invoice will include details of the date, time, Card number, Merchant, description of the Supplies bought, mileage and vehicle registration number (if available) and value (excluding and including VAT) of each transaction that took place during the relevant preceding period;
- (b) we will debit Your Account in accordance with 7.1 (c) after each invoice date with the total sum of the sales vouchers issued in the preceding invoice period; and
- (c) all sums owing to Us shall be paid by direct debit. The direct debit will be enacted within 7 days (or on the next banking day thereafter) (which shall stand as the due date for payment) of the date of each invoice.

- 7.2 We may agree that You can make regular payments by alternative means to direct debit. If so (unless We otherwise agree) the following fees will be charged:
- £15.00 against each invoice for payments made by BACS or Cheque
 - 2.35% of the gross value of all payments made by credit card
 - for payments made by debit card – no fee.
- 7.3 If You choose to order one or more fuelGenie+ Cards unless we agree an alternative rate with you, you will be charged a monthly fee of £0.50 + VAT per month for each fuelGenie+ Card ordered.
- 7.4 Charges that are payable under Clauses 7.2 and 7.3 shall be invoiced in arrears and are usually added to the first invoice issued in each month.
- 7.5 You will be notified that your invoice is ready by email through your registered email address. If You require paper invoices We will (unless we agree otherwise) charge You £5 + VAT per month which will be added to the relevant invoice. A charge of £5 + VAT per invoice will also be made for any duplicate invoices requested.
- 7.6 If the Merchant has made these available to us we will provide copies of sales vouchers and will use reasonable endeavours to investigate all transactions that are no more than 3 months old without charge. We shall in all cases under no obligation to provide sales vouchers for or to investigate transactions that are older than this.
- 7.7 We may charge interest on any sums owing to Us that are not paid by the Due date at the rate of 8% above the Barclays Bank base rate. Interest will be calculated daily on the overdue amount (including any interest due thereon) and shall accrue until the date of payment. In addition to interest We will charge You an administration fee of up to £49 on each occasion on which a payment fails for any reason (other than because of Our default).
- 7.8 If You are late in making any payment due We will be entitled to suspend Your Account with immediate effect. In this event, You will not be able to use any Cards to purchase Goods until Your Account is reactivated.

8 Liability and Exclusions

- 8.1 Your contract for the purchase of the Supplies made using a Card is made with the Merchant making that supply. We do not accept any liability and we give no warranty, express or implied, whether arising by common law or statute in relation to such Supplies. Your statutory rights are not affected by this Agreement.
- 8.2 We cannot guarantee that the systems used to process a sale at a Merchant will always operate error free or that the Card will always be accepted at Merchants. We do not accept any liability for any loss, damage, fines or expenses suffered by You by reason of the failure of the Card to process any sale transaction or in the event that the Card is not accepted at a Merchant whether arising from breach of contract, tort (including without limitation, negligence), statutory duty or otherwise.

8.3 Subject to Clause 8.4 in no event shall We be liable to You

- a) for a sum in excess of £1,000; or
- b) for any of the following losses suffered by You (howsoever caused and whether direct or indirect): loss of profits, loss of revenue, loss of savings (anticipated or actual), loss of contract, loss of goodwill or loss of reputation; or
- c) for any indirect or consequential loss or damage suffered by You.

8.4 Nothing in this Agreement shall operate to reduce Our liability for death or personal injury caused by Our negligence or for fraudulent misrepresentation by Us, nor any other liability that We owe that cannot be limited by law

9. Use of Customer Information

9.1 Worldline is the controller of Your Information, We will collect, store and use any personal information provided by You and/or Cardholders in connection with Your Account ("Your Information") in accordance with the requirements of the General Data Protection Regulation, any enabling or subordinate legislation and Our Privacy Policy which can be found [here](#).

9.2 The Privacy Policy sets out details of how we collect and use your Information. You explicitly consent to the use of your Information as described in the Privacy Policy.

10. Amendment of Terms

10.1 We are entitled to amend these Terms and Conditions at any time by written notice to You. We will give you written notice either by a written notice on Your invoice stating that new terms and conditions have been posted on the MMA or by a separate electronic communication. It is Your responsibility to check any amendments that are so notified. If You wish to discuss the amended terms and conditions, You must do so within seven days of the change being notified. The amended terms will be deemed to have been accepted seven days after the date of the relevant notice if You have not contacted Us within this period.

11. Notices

11.1 Unless it states otherwise in these terms and conditions:

- a) Notice to be given by You to Us under this agreement may be given either by email or by post to the scheme address or via the MMA.
- b) Notice to be given by Us to You may be given by email at the email address that you last provided to Us or via the MMA.
- c) A notice delivered through the MMA or by email shall be deemed to have been received at 12pm on the next Business Day following its transmission.
- d) A notice delivered by first class post shall be deemed to have been delivered two Business Days after the date of posting.
- e) A notice delivered by second class post shall be deemed to have been delivered five Business Days after the date of posting.

12. General

- 12.1 We may assign or transfer this Agreement and any or all of Our rights and liabilities under it including the right to enforce any payments due under this Agreement by written notice to You.
- 12.2 Failure by Us at any time to enforce any breach of this Agreement shall not be construed as a waiver of Our rights to enforce that breach at any time.
- 12.3 If any part of this Agreement is deemed void for any reason whatsoever, but would be valid if part of the wording were deleted any such part shall apply with such modifications as may be necessary to make it valid and effective.
- 12.4 The Agreement shall be governed by the laws of England & Wales and shall be subject to the jurisdiction of the courts of England & Wales.