

# HORIZON FUEL LIMITED CARDHOLDER TERMS & CONDITIONS FOR FUELPECKER

**1. Introduction** 1.1 Horizon Fuel Limited is a company registered in England and Wales with company registration number 12034098 and its registered office is at Templeback, 10 Templeback, Bristol, BS1 6FL, United Kingdom. VAT registration number is GB 324236135.

1.2 These are the terms and conditions on which Horizon Fuel Limited provides services to you, the Cardholder (we call these the “**Terms and Conditions**”). These Terms and Conditions should be read carefully.

1.3 These Terms and Conditions and all communications between you (the Cardholder) and us (Horizon Fuel Limited) will be in English. **2. Definitions** 2.1 In these Terms and Conditions, the following definitions will apply:

(a) *Cardholder*: you, the person appointed by Horizon Fuel Limited to use a Fuel Card in accordance with these Terms and Conditions, and whose name is stated on the Fuel Card. (b) *Fuel*: Diesel, Unleaded, Premium Diesel and Premium Unleaded fuel only. (c) *Fuel Card*: Esso International fuel card handed out by Fuelpecker to the Cardholder. (d) *Horizon Fuel Limited*: Horizon Fuel Limited, which operates its fuel card business. (e) *Fuel Station*: Esso fuel stations throughout the United Kingdom. (f) *Fuel Price*: Horizon Fuel Limited’s discounted price. (g) *Payment Service Provider*: a payment service provider appointed by Horizon Fuel Limited to process the Cardholder’s debit card payments. (h) *Working Day*: a day on which commercial banks are open for business.

**3. Using the Fuel Cards** 3.1 The Cardholder will be able to use the Fuel Cards to draw Fuel at all Fuel Stations. 3.2 The Cardholder cannot purchase any other products or services other than Fuel with the Fuel Cards. 3.3 Horizon Fuel Limited will not charge the Cardholder an administration fee for use of the Fuel Card. 3.4 A discount will automatically be applied to all transactions and applies to all Fuel. 3.5 If, when drawing Fuel, the Cardholder notices anything suspicious, they should immediately inform Horizon Fuel Limited. 3.6 When using the Fuel Card, the Cardholder will use the PIN number that Horizon Fuel Limited provides in relation to the Fuel Card. The Cardholder will ensure the PIN number is kept safe and separate from the Fuel Card, and will promptly destroy any PIN advice received. 3.7 The Cardholder will not disclose the PIN to any other person. 3.8 The Cardholder will immediately notify Horizon Fuel Limited that a Fuel Card is lost or stolen. 3.9 If the Cardholder suspects a Fuel Card is being misused or its PIN number has been discovered by someone else, it shall immediately inform Horizon Fuel Limited and will provide Horizon Fuel Limited with reasonable assistance. If a Fuel Card is subsequently found, the Cardholder should no longer use it and must return it to Horizon Fuel Limited immediately. 3.10 Limits may be placed on the Fuel Cards to prevent them from being overdrawn. The maximum volume of litres of Fuel that can drawn in any 24 hour period is 150 litres. 3.11 A Fuel Station may request the Cardholder to show appropriate identification to prove that their identity is correspondent with any name on the Fuel Card. 3.12 The Cardholder acknowledges that no refunds will be given for the purchase of Fuel using the Fuel Card. 3.13 If the Cardholder no longer wishes to use a Fuel Card, it must notify Horizon Fuel Limited that it wishes to deactivate the Fuel Card in accordance with Clause 11 (Termination) and must destroy the Fuel Card.

**4. Payment** 4.1 Horizon Fuel Limited will charge the Cardholder for any purchase of Fuel using the Fuel Card automatically following the Fuel purchase. Horizon Fuel Limited will, and the Cardholder permits Horizon Fuel Limited or the Payment Service Provider to charge the Cardholder by using the details of the debit card or other mechanism that the Cardholder will leave on file with Horizon Fuel Limited or the Payment Service Provider. 4.2 If Horizon Fuel Limited is unsuccessful in obtaining payment for a Fuel purchase through the Fuel Card from the Cardholder, it is entitled to block the Fuel Card immediately until the balance has been settled in full. 4.3 If after 3 Working Days, Horizon Fuel Limited or the Payment Service Provider is still unable to process the Cardholder’s payment, Horizon Fuel Limited will take the following steps: (a) promptly send an electronic communication to the Cardholder to remind them to make the payment of the Fuel purchase; (b) after 5 Working Days, if the Cardholder has not paid for the Fuel purchase, Horizon Fuel Limited will send a follow up electronic communication to the Cardholder for payment of the Fuel purchase; (c) after 21 Working Days, if the Cardholder has still not paid for the Fuel purchase, Horizon Fuel Limited will begin a process to pursue the unpaid debt by appointing a debt collection company. The fee for any unpaid debt shall be £75.00 4.4 Nothing in these Terms and Conditions should be interpreted as extending credit to the Cardholder.

**5. Liability to the Cardholder** 5.1 Horizon Fuel Limited will not be liable to the Cardholder whether in contract, tort (including negligence), strict liability or otherwise for any loss or damage arising out of: (a) the quality or composition of the Fuel drawn using the Fuel Cards; (b) inadequate functioning of any fuel monitoring device or fuel delivery equipment; or (c) the Cardholder’s inability to draw Fuel from any particular Fuel Station for whatever reason.

**6. Cardholder liability to Horizon Fuel Limited** 6.1 The Cardholder will be liable to Horizon Fuel Limited against all losses, damages actions, claims, expenses, liabilities and costs as a result of its breach of these Terms and Conditions or fraudulent use of the Fuel card. This includes any legal costs that Horizon Fuel Limited may incur in order to enforce its rights or recover any amounts the Cardholder owes to Horizon Fuel Limited.

## 7. Data Protection

7.1 Horizon Fuel Limited is a data controller of personal information relating to the Cardholder for the purposes of applicable data protection laws. Horizon Fuel Limited will use the personal information provided to it together with information that is collected or generated during the term of these Terms and Conditions for the purposes of carrying out the services under these Terms and Conditions in relation to the Cardholder's use of the Fuel Card and as set out in Horizon Fuel Limited's privacy policy available on its website at <https://fuelpecker.com/Fuelpecker-Privacy-Policy.pdf>. Horizon Fuel Limited will ensure that such collection and processing complies with all relevant laws and regulations. 7.2 Horizon Fuel Limited will use the services of the Payment Service Provider to receive payment for the Cardholder's Fuel drawings. The Payment Service Provider will retain and process the Cardholder's debit card details and related information to enable the Cardholder to pay for Fuel drawings using the Fuel Card. 7.3 This Payment Service Provider may be located outside the EEA and accordingly the Cardholder's personal information may be transferred outside the EEA for this purpose. The Cardholder's use of the Fuel Card indicates his or her consent to this transfer.

**8. Compliance** 8.1 The Cardholder will comply with all applicable laws and regulations, and with these Terms and Conditions, in relation to its use of the Fuel Card. 8.2 The copyright, design right and all other intellectual property rights in any materials, documents or items that Horizon Fuel Limited provides to the Cardholder belongs to Horizon Fuel Limited or third parties absolutely and the Cardholder is not granted any licence or other rights to use these materials and other documents or items for any purpose other than in connection with its receipt of Horizon Fuel Limited's services under these Terms and Conditions.

**9. Amendments** 9.1 These Terms and Conditions can only be amended if Horizon Fuel Limited so agrees in writing by posting a notice on its website and/or by email notification to the Cardholder. Horizon Fuel Limited will notify the Cardholder of any changes to these Terms and Conditions with 15 days' such prior written notice.

**10. Third Parties** 10.1 These Terms and Conditions are between Horizon Fuel Limited and the Cardholder. No one other than the Cardholder and Horizon Fuel Limited (and Horizon Fuel Limited successors and permitted assignees) shall have any right to enforce any of these Terms and Conditions. 10.2 Horizon Fuel Limited may transfer its rights and obligations under these Terms and Conditions to another organisation. The Cardholder may only transfer their rights or obligations under these Terms and Conditions to another person with Horizon Fuel Limited's prior written consent.

**11. Termination** 11.1 These Terms and Conditions will continue until they are terminated:

- (a) with immediate effect by either Horizon Fuel Limited or the Cardholder by written notice to the other;
- (b) automatically upon Horizon Fuel Limited giving the Cardholder written notice where:

- (i) the Cardholder is in material breach of their obligations under these Terms and Conditions, including but not limited to a material breach of his or her payment obligations; (ii) the Cardholder is deemed either unable to pay its debts or as having no reasonable prospect of so doing; or (iii) the Cardholder is the subject of a bankruptcy petition order or similar procedure under law; (iv) The Cardholder passes away. 11.2 After termination, Horizon Fuel Limited or the Payment Service Provider will process any outstanding payments owed from the Cardholder to Horizon Fuel Limited from their use of the Fuel Card to purchase Fuel.

**12. Disputes** 12.1 Any disputes in relation to payments charged shall be notified in writing by a Cardholder to Horizon Fuel Limited within 15 days of payment being taken by Horizon Fuel Limited. Any other disputes shall be notified in writing by the Cardholder to the Horizon Fuel Limited within 15 days of the relevant event. 12.2 Any waiver or failure by Horizon Fuel Limited to enforce any of its rights under these Terms and Conditions is without prejudice to any future enforcement by Horizon Fuel Limited. 12.3 Each of the provisions of these Terms and Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions will remain in full force and effect.

**13. Governing Law and Jurisdiction** 13.1 These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The Cardholder can bring legal proceedings in respect of claims or disputes (including non-contractual claims or disputes) arising from or related to these Terms and Conditions in the English courts. If the Cardholder lives in Scotland, the Cardholder can bring legal proceedings in either the Scottish or the English courts. If the Cardholder lives in Northern Ireland, the Cardholder can bring legal proceedings in either the Northern Irish or the English courts.