

# Terms and Conditions for use of your TOTAL fuel cards

## Terms and Conditions for Use of the TOTAL fuel cards (TOTALCARD and Eurotraffic)

These Conditions of Use apply to all Cards (as defined below) issued to the Customer by TOTAL UK Limited ("TOTAL") and supersede any previous Conditions of Use of the Cards.

### 1. Definitions

- The following phrases shall have the following meanings attributed to them throughout these Terms and Conditions:
- 'Agreement' means these Terms and Conditions, any Application Form (including the document entitled 'Your Information' attached to the Application Form), the "TOTAL fuel cards" online terms and conditions and any other written agreement between TOTAL and the Customer in relation to the Card, which together govern the use of the Card.
  - 'Application Form' means a TOTAL fuel card Application Form completed and signed by the Customer electronically or as a hard copy and accepted by TOTAL.
  - 'Bearer Card' means a specific type of Card issued to the Customer by TOTAL for use with any vehicle by any person authorised to do so by the Customer.
  - 'Card or Cards' means any TOTAL Fuel Card (including the TOTALCARD and EUROTRAFFIC) issued by TOTAL to the Customer to enable the Customer and/or their Contractors to purchase the Goods from the Retailer.
  - 'Card Holder' means a person in possession of a valid Card and authorised by the Customer to use it on the Customer's behalf.
  - 'the Contractor' means any company, appointed by TOTAL UK Limited ("TOTAL") to manage and administer the TOTAL fuel cards scheme and/or the Customer's card account.
  - 'Customer' means any person, sole trader, firm, partnership or limited company that is a party to the Agreement and in whose name the Card account is to be held. Where the Customer is a person and there is only one Card Holder, references below to the Card Holder shall also mean the Customer and vice versa. Where the Customer consists of two or more persons, all obligations of the Customer are joint and several obligations of such persons.
  - 'Goods' means any combination of a number of goods and services as TOTAL and the Customer have agreed in writing can be purchased by use of a Card.
  - 'PIN' means a Personal Identification Number issued by TOTAL.
  - 'Retailer' means any retailer of Petrol, Deriv, LPG, and engine oil and/or other products and services which TOTAL has approved and authorised to accept payment for Goods by means of the Card.
  - 'Welcome Pack' means the pack of documents issued by TOTAL to a Customer.

### 2. Authorisation to Use Card

- If the Customer's application for a Card is accepted by TOTAL it is on the basis that the Customer agrees to comply and to procure that its Card Holders comply with the terms of the Agreement.
- Signature (including electronic signatures) of the Application Form, or signature of and/or use of a Card by the Customer or Card Holder, constitutes acceptance of the Agreement by the Customer.
- Purchases may only be made up to the Customer's approved credit limit, which shall be set by TOTAL and notified to the Customer from time-to-time.

### 3. Services and Goods

- The Card may only be used to obtain Goods within the categories indicated on the face of the Card.
- TOTAL gives no warranty whether express or implied, relating to Goods supplied by a third party Retailer, except as to title. TOTAL shall not be liable for (i) the failure by TOTAL or a Retailer to supply Goods or accept a Card for any reason (whether or not within TOTAL's control); or (ii) any loss, damage, death or injury suffered by the Customer, any Card Holder or any third party resulting directly or indirectly from the supply of Goods by, or act or omission of, a third party Retailer, save to the extent that TOTAL's liability cannot by law be excluded.

### 4. Use

- The Card may only be used by the applicable Card Holder, and remains the responsibility of the Customer at all times. Subject to the Agreement, the Card remains valid until the expiry date embossed on it. Upon receipt of a Card, the Card Holder must either sign the Card or enter the applicable vehicle registration number in the panel on the reverse of the Card, according to the instructions issued with the Card.
- Subject to the provisions of Clause 8, the Customer undertakes to indemnify TOTAL from and against all losses, claims, demands, expenses or costs which TOTAL may sustain by reason of a Card being used by someone other than an authorised Card Holder or by reason of any dishonesty, negligence or criminal activity relating to the use of a Card by the Customer's employees, ex-employees or Card Holders. This indemnity shall survive the expiry or earlier termination of the Agreement.
- Bearer Cards shall have the Customer's name embossed on the front of the Card and will be marked as a 'Bearer Card'. The Customer shall ensure Card Holders authorised to use the Bearer Cards shall comply with the terms and conditions of the Agreement, any terms set out on the Bearer Card and such other instructions in relation to use of the Bearer Card as are given to the Customer by TOTAL from time-to-time. Customers issued with Bearer Cards undertake to ensure that these Cards are used only by authorised Card Holders and as Customers shall be liable for all purchases made using such Cards.
- The Customer shall ensure its authorised Card Holders follow any reasonable instructions from TOTAL relating to the use of the Card, in particular it shall ensure compliance with this Clause 4.4. One of the following procedures will apply when using a Card:
  - Where the signature of the Card Holder is required-The Card Holder shall sign a voucher for any purchase; and/or
  - Where a PIN is required the Card Holder shall enter the PIN in the PIN pad in accordance with TOTAL's instructions (or those of the Retailer as the case may be).
- For the avoidance of doubt, neither failure to do the above, nor the breach of any of the other terms of the Agreement, shall relieve the Customer from its liability to TOTAL to pay for any purchase effected using a Card.

### 5. Charges and Payment

- The Customer shall provide security in respect of its CARD account (for example, by providing a bank or other guarantee or an advance payment) as and when directed by TOTAL. The provision of such security shall be a condition precedent to TOTAL's acceptance or continuance of the Agreement.
- TOTAL shall be entitled to charge and the Customer shall pay for the following in full within the timescales specified in Clause 5.3:
  - All Goods and any other items or services purchased using a Card; and
  - All administration charges payable hereunder (including, but not limited to the charges specified in Clauses 5.5 and 5.6)
- An invoice or statement of account showing all amounts to be debited from the Customer's account, less any credits or refunds, will be sent to the Customer by or on behalf of TOTAL periodically. TOTAL reserves the right to send electronic invoices to the Customer as set out in clause 5.10 below. Unless specifically agreed with TOTAL in writing to the contrary, the Customer will pay TOTAL by direct debit (a Direct Debit Mandate shall be completed for this purpose), not later than 14 days after the date to which such invoice/statement is made up or on such other date as may be agreed by TOTAL and the Customer, ("the due date") the whole of the amount shown to be owing according to such invoice/statement. Interest shall accrue on any amounts outstanding as follows: (i) Where the Customer is an individual, interest shall be charged at the rate of 2% per annum above the base rate from time to time in force of Barclays Bank plc from the due date until TOTAL receives payment; and (ii) Where the Customer is a business interest shall accrue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regu-

lations 2002 ("the Act") or any subsequent amendment thereof. If a direct debit is returned unpaid, TOTAL shall be entitled to charge (and the Customer shall pay) a £20 administration charge in respect thereof in addition to its other rights under the Agreement. If any amount remains outstanding after the due date, without prejudice to the rights of TOTAL in respect of such breach pursuant to this Clause 5 or Clauses 7 and 10, all Cards issued to the Customer may, at the discretion of TOTAL, be cancelled immediately, and all amounts owing in respect of any Card shall be immediately payable by the Customer.

- If a Customer exceeds its approved credit limit TOTAL reserves the right to suspend the use of a Customer's Card(s) until its account can trade normally within the approved credit limit.
- The Customer shall pay the charge per Card listed in the Welcome Pack within the timescales specified in Clause 5.3.
- The Customer shall pay the following administrative charges per action/copy within the timescales specified in Clause 5.3: Retrieved duplicate paper invoice - £7.50; Paper invoice - £1.00; Card modification with manufacturing or reissuing a replacement card in the event of loss or theft - £2.00; Copy vouchers (namely a copy of an earlier transaction) - £5.00; PIN code reissue - £1.00; Express mail - £9.00; Additional printed site list - £1.00.
- The Customer has a 3 month period from the date the transaction occurs to query a transaction made at a Service Station accepting the CARD failure to do so will be deemed to be an irrevocable acceptance of the transaction. The query must be made in writing to TOTALCARD Customer Services. Querying a transaction should not delay the Customer's payment to TOTAL for that transaction when invoiced.
- TOTAL reserves the right to change the charges specified in Clauses 5.5, 5.6, and 8.3 to reflect costs incurred by TOTAL following the set out in Clause 10.3.
- In the event that TOTAL agrees to provide invoices to the Customer by electronic means the following shall apply:

An electronic invoice ("eBill") or the provision of access to such a document will be sent or provided on behalf of TOTAL monthly or at such other times as agreed by TOTAL. Invoicing by means of an eBill will be without additional charge to the Customer, although TOTAL reserves the right to (i) vary this service or to revert to invoicing by traditional postal means on thirty (30) days notice to the Customer and (ii) charge £7.5 for the edition of a duplicate invoice or any other service. Notwithstanding the foregoing, TOTAL reserves the right to revert to invoicing by traditional postal means without prior notice in an event of a force majeure event as set out in Clause 13 below. Payment and collection of monies shall be as set out in this Agreement. When attempting to access an invoice online for a second or subsequent time the Customer will be redirected to a duplicate copy of the invoice. It is the Customer's responsibility to print and keep the original invoice and/or record it in his computer or as it may be required by law. In order to use the eBilling service provided by TOTAL, the Customer must have a valid email address. The Customer is entirely responsible for the accuracy of this address. If any eBill fails to reach the email address specified in the eBilling request or any subsequently advised email address, or any loss or corruption of information occurs (whether due to the Customer's computer equipment, routing failure of the eBill or for any other reason whatsoever) the Customer must immediately advise TOTAL of the same and no such failure or loss shall affect the Customer's liability for making payment of all amounts properly due from the Customer to TOTAL on or before the due date for payment. For the avoidance of doubt the Customer is responsible for informing TOTAL of all changes to the Customer's administration data, which includes the destination email address of the eBill and for informing TOTAL immediately by email should any corruption or other failure of any transmission occurs. The display of TOTAL eBills requires Adobe Acrobat reader (version 4 or above). TOTAL accepts no responsibility whatsoever for the use or content of Adobe Acrobat reader. Indeed, the maintenance and procurement of the Adobe Acrobat software is the sole responsibility of the Customer. Subject to Customer consent, TOTAL reserves the right to send all future Customer correspondence by such means as TOTAL determines, including by email to the eBilling email address. TOTAL will not accept any correspondence sent to the eBill originating email address (i.e. to the sender of the eBill whether by clicking on "reply" or otherwise). The Customer is responsible for informing its local tax office of its intention to receive invoices electronically. The Customer is responsible for keeping its user name and password secret and preventing unauthorised viewing of its account. PDF files containing the Customer's eBills shall be available for a maximum of three (3) calendar months from and including the month in which the file is first made available. If at any time the Customer wishes to cancel the eBilling service it must give TOTAL thirty (30) working days notice as set out in Clause 7 below. The notice must be received by TOTAL at its address set out in Clause 22. The Customer shall remain responsible for payment in full of any outstanding eBills arising in respect of purchases made before the notification of cancellation.

- 6. Payments - Set-off**

Payments by the Customer and any credits or refunds due will be applied firstly in payment of any interest due to TOTAL, and secondly in reduction of the Customer's other indebtedness to TOTAL. No claim by the Customer against TOTAL or against any Retailer shall be the subject of any set-off or counterclaim against TOTAL.
- 7. Termination**

Either the Customer or TOTAL may terminate the Agreement or any of the services thereto provided such as online services at any time provided it gives the other party not less than thirty (30) days written notice of the same unless otherwise stated on these Terms and Conditions. Without prejudice to the provisions of Clause 10, on termination of the Agreement for any reason whatsoever, all monies due and owing by the Customer to TOTAL shall become due and payable immediately and all Cards shall be cancelled and returned to TOTAL. TOTAL may immediately terminate the Agreement without notice in any of the following circumstances:
  - If TOTAL discovers that any of the information provided by the Customer on or in the Application Form or subsequently is incorrect or misleading; or
  - If the Customer or a Card Holder is in breach of any of these Terms and Conditions; or
  - Upon the death of the Card Holder;
  - In the event of the bankruptcy or insolvency or in the case of a limited company or limited liability partnership, the appointment of a receiver, administrative receiver, administrator or liquidator, or the liquidation (whether compulsory or voluntary) of the Customer, or if any of the aforementioned are threatened. The Customer shall be liable for the costs of TOTAL enforcing any of its rights against the Customer hereunder (including legal costs on a full indemnity basis) and any expenses incurred as a result of the Customer or any Card Holder failing to comply with any of its obligations under the Agreement. Any charges charged for the month on which termination takes place are not refundable and the Customer shall pay those fees in full.

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Payments by the Customer and any credits or refunds due will be applied firstly in payment of any interest due to TOTAL, and secondly in reduction of the Customer's other indebtedness to TOTAL. No claim by the Customer against TOTAL or against any Retailer shall be the subject of any set-off or counterclaim against TOTAL.

### 7. Termination

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- If TOTAL discovers that any of the information provided by the Customer on or in the Application Form or subsequently is incorrect or misleading; or
- If the Customer or a Card Holder is in breach of any of these Terms and Conditions; or
- Upon the death of the Card Holder;
- In the event of the bankruptcy or insolvency or in the case of a limited company or limited liability partnership, the appointment of a receiver, administrative receiver, administrator or liquidator, or the liquidation (whether compulsory or voluntary) of the Customer, or if any of the aforementioned are threatened. The Customer shall be liable for the costs of TOTAL enforcing any of its rights against the Customer hereunder (including legal costs on a full indemnity basis) and any expenses incurred as a result of the Customer or any Card Holder failing to comply with any of its obligations under the Agreement. Any charges charged for the month on which termination takes place are not refundable and the Customer shall pay those fees in full.

### 8. Loss or Theft and Security

- If any Card is lost, damaged, defaced or stolen (including constructive theft as a result of any person in possession of a Card having ceased to be a Card Holder through termination of employment or otherwise), the Customer shall immediately notify TOTALCARD Customer Services by telephone on 0870 111 8942, or such other telephone number as may from time-to-time be notified to the Customer, and confirm such loss, defacement, damage or theft immediately by fax or in writing to TOTAL's address or fax number set out in Clause 22. The Customer shall not be liable to pay for purchases made with that Card after the expiry of a period of 48 hours following notification of TOTALCARD Customer Services at the telephone number indicated above. The Customer shall however remain liable to pay for all purchases made by any person using the Card before the time of receipt of written confirmation.

- The Customer shall give TOTAL all the information in its possession as to the circumstances of the loss or theft and take all reasonable steps to assist TOTAL to recover the missing Card including notifying the police in respect of such loss or theft so as to obtain a crime reference number or lost property number.
- In the event of loss, theft, damage or defacement of a Card, TOTAL shall be entitled to charge and the Customer agrees to pay £2 per replacement Card.
- The Customer shall ensure that it and its authorised Card Holders keep the Card and PIN safe at all times. The PIN must not be written on to the Card or on any support kept together with the Card and furthermore, if it is necessary to keep a written record of the PIN, it shall be adequately disguised so as to prevent unauthorised use.

### 9. Written Notice

The Customer will give immediate written notice to TOTAL of any change of address or bank details. Bank details and any accounts rendered or written notice required to be given to or by the Customer shall be deemed duly rendered or given if sent by prepaid post to (as appropriate) TOTAL's registered office or the Customer's address which is currently registered with TOTAL, and shall be deemed duly received by TOTAL or the Customer on the second business day (not being a Sunday or public holiday) following its posting. Notwithstanding the foregoing, in the event that TOTAL needs to communicate to the Customer any password or login for use of online facilities such as, but not limited to, eBilling or TOTALCARD online, or to communicate any changes to the present terms and conditions or any other information relating to TOTAL's goods or services, TOTAL may communicate such information to the email address that the Customer might have provided to TOTAL. The Customer shall assume entire responsibility for the use of any password, login or any other information communicated electronically by TOTAL.

### 10. Termination and Suspension

- Each Card remains the property of TOTAL who may at any time render it inoperable and/or by written notice to the Customer require it to be returned (with which the Customer shall comply immediately). A Retailer on TOTAL's behalf may also retain a Card.
- A Card issued to a given vehicle shall not be used after the day on which the Customer ceases to own the vehicle or withdraws such vehicle.
- TOTAL may cancel a Card on the Customer's request. The Customer has the option to cancel the Card with immediate effect or with effect from the expiry date of the Card. If the Customer chooses to cancel the Card with immediate effect it shall return the relevant Card to TOTAL cut in half for security purposes. The Customer shall remain liable for all use of the Card if it chooses to cancel the Card with effect from the expiry date of the Card or if it has not clearly indicated its preference.
- TOTAL hereby reserves the right to amend these Terms and Conditions and the charges referred to herein. In the event of a non-material, minor amendment to these Terms and Conditions, TOTAL shall inform the customer of such change by way of notice to such effect on the Customer's invoice. The most recent version of the General Terms and Conditions may be accessed at any time on the TOTALCARD online website, or alternatively can be provided by or on behalf of TOTAL at the request of the Customer. In the event of material, significant amendments, the full text of the new Terms and Conditions shall be sent in writing to the customer. Any use of the card after the revised Terms and Conditions have been sent out or following receipt of the aforementioned notice on the invoice, shall constitute acceptance of such updated or revised terms and conditions by the Customer provided always that within ten (10) days of receipt of the same the Customer shall be entitled to serve thirty (30) days written notice to terminate the Contract.
- Assignment** - TOTAL, but not the Customer, is entitled to assign, transfer or subcontract all or any of its rights, interests or obligations hereunder. The Customer authorises TOTAL to disclose to any such third party, relevant details concerning the Customer and the Customer's account.
- Promotional Incentives** - Any promotional incentives offered to the Customer or Card Holders for any purpose or period may be withdrawn by TOTAL at any time on reasonable notice.
- Force Majeure** - Neither TOTAL nor the Contractor shall be liable if they are unable to perform their respective obligations due to any cause outside their reasonable control, including (but without prejudice to the generality of the foregoing) the failure of any data processing or other system or equipment or transmission links, wars, embargos, riots, blockades, civil disturbances, acts of violence, technical malfunctioning, strikes, natural disasters, fires, and explosions.
- IMPORTANT** - TOTAL hereby reserves the right to request any information from the Customer if it requires to enable it to determine the Customer's credit status and the Customer shall provide such information immediately.
- The Customer authorizes TOTAL to at any time disclose to its Contractor, agents, subcontractors, data processors or any other affiliate of TOTAL any information necessary to enable TOTAL to perform its obligations hereunder (including Personal Data relating to the Customer or its Card Holders as defined in the Data Protection Act 1998) and which is provided by the Customer or is in relation to the Customer's account.
- The document entitled 'Your Information' attached to the Application Form sets out in more detail the type of information that TOTAL will gather on the Customer and any Card Holders, how this information will be used and who it may be shared with. Every Customer and Card Holder should read it carefully.
- The Customer consents to such information being stored electronically and processed by TOTAL and/or the Contractor.

- Online Services** - TOTAL may make available to the Customer online access to its TOTALCARD Online services. In this case the TOTALCARD On-line terms and conditions available on TOTAL's website: [www.total.co.uk/totalcard](http://www.total.co.uk/totalcard) shall apply and shall form part of the Agreement.
- Law** - The Agreement shall be construed in accordance with the Laws of England and the Parties agree to submit to the exclusive jurisdiction of the English Courts.
- Severability** - If any term or provision in these Terms and Conditions shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Terms and Conditions but the validity and enforceability of the remainder of these Terms and Conditions shall not be affected.
- Consequential Loss** - To the extent permitted by Law, TOTAL shall not in any circumstances be liable, whether in contract or tort, to the Customer for any indirect or consequential loss or damage suffered by the Customer (including without limitation, loss of profits, loss of contracts or damage to property) or for any claim against the Customer by a third party.
- Contract (Rights of Third Parties) Act 1999** - It is not intended that any term of the Agreement is enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- Enforcement** - If TOTAL does not enforce any condition of these Terms and Conditions, or delays in enforcing the condition, this will not prevent TOTAL from enforcing the condition at a later date.
- Recording Calls** - For the Customer's security, TOTAL may record phone calls between the Customer and TOTAL. TOTAL will only do this to make sure it is providing a high quality service.
- Notices** - Unless otherwise stated in these Terms and Conditions any correspondence or notice to be served by the Customer to TOTAL shall only be valid if made in writing and is received by TOTALCARD Customer Services by post at TOTAL UK LTD, 40 Clarendon Road, Watford, Herts, WD17 1TQ, and/or by email to [totalcard@total.co.uk](mailto:totalcard@total.co.uk) and/or by fax on 0870 111 8943.

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Registered in England No.553535  
Ref: T&C 01/11/16 Issue 6 01/01/08