

PLEASE COMPLETE SECTION 1 TO 5 AND RETURN ALL COMPLETED FORMS TO THE ADDRESS IN SECTION 5

1) CUSTOMER DETAILS

Company Name							
Company Address							
Full Names and Addresses of Proprietors/partners if Non Limited Company		D.O.B.					
		D.O.B.					
Please attach details of all additional proprietors/partners on a separate sheet.							
Company Registration Number		No. of Years Trading					
Nature of Business		No. of Vehicles					
Main Contact Name (Mr/Mrs/Miss/Ms)		PLEASE TELL US YOUR:					
Telephone Number		Estimated Monthly Card usage (Litres)	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">Diesel</td> <td></td> </tr> <tr> <td>Petrol</td> <td></td> </tr> </table>	Diesel		Petrol	
Diesel							
Petrol							
Facsimile Number		NETWORK REQUIRED:					
Mobile Number		<input type="checkbox"/> KEYFUELS	<input type="checkbox"/> fastfuels				
E-mail Address							
How do you currently refuel on road?							
If card, please state current supplier							

2) TRADE REFERENCES MAY BE REQUESTED IN SUPPORT OF YOUR APPLICATION

3) DECLARATION

I hereby give authority for Countrywide Farmers plc and its operating companies ("Countrywide") to apply to our bankers, other suppliers and credit agencies for credit references. I also consent to the processing by Countrywide of any personal data contained above and agree that Countrywide may use it in such a way as they believe appropriate to administer the account. This may include exchange of information with credit agencies and others for purpose of opening and monitoring the account, responding to requests for references from third parties and also for keeping me informed of new products and services available from Countrywide.

I/We have read the card Terms and Conditions of Use and agree to abide by them.

Authorised Signature of Company		Date	
Full Name of Signatory	Position held in Company		

4) CARD ORDER DETAILS

Customer Name (to appear on card) Maximum 20 letters

Number of Cards Required

Other Information Required on Card
(e.g. Registration Number and/or Drivers Name).

1	<input style="width:480px;" type="text"/>
2	<input style="width:480px;" type="text"/>
3	<input style="width:480px;" type="text"/>
4	<input style="width:480px;" type="text"/>
5	<input style="width:480px;" type="text"/>
6	<input style="width:480px;" type="text"/>
7	<input style="width:480px;" type="text"/>
8	<input style="width:480px;" type="text"/>

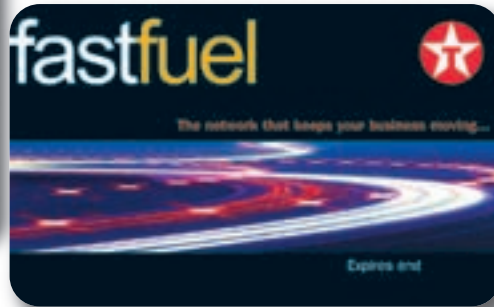
(Please attach additional sheet if required)

FOR OFFICE USE

DN	COUNTRYWIDE
DS	<input style="width:40px;" type="text"/> <input style="width:40px;" type="text"/> N <input style="width:40px;" type="text"/>
N	<input style="width:40px;" type="text"/> <input style="width:40px;" type="text"/> <input style="width:40px;" type="text"/>
KF	<input style="width:40px;" type="text"/> <input style="width:40px;" type="text"/> <input style="width:40px;" type="text"/>
FF	<input style="width:40px;" type="text"/> <input style="width:40px;" type="text"/> <input style="width:40px;" type="text"/>
RED	<input style="width:40px;" type="text"/> <input style="width:40px;" type="text"/> <input style="width:40px;" type="text"/>

countrywide

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0800 626348

www.countrywidefarmers.co.uk

Terms and Conditions (continued)

- 5.3 Payment shall be made by way of Direct Debit on the account of the Cardholder on or before the 7th day following the date of the relevant invoice(s), or as may otherwise be agreed between Countrywide and the Cardholder from time to time. In order to comply with the Direct Debit requirement the Cardholder shall at all times:
- 5.3.1 Maintain a bank account capable of accepting Direct Debits
- 5.3.2 Keep Countrywide provided with an effective Direct Debiting mandate against such account
- 5.3.3 Ensure that every Direct Debit properly instanced by Countrywide against such account is met.
- 5.4 Any dispute regarding the accuracy of an invoice must be notified to Countrywide within 14 days from the date of the invoice concerned. Thereafter, invoices shall be deemed final and conclusive evidence as to the accuracy of the information stated therein.
- 5.5 If for any reason the Cardholder has not paid the full invoice value by the due date, Countrywide reserves the right to charge statutory late payment interest and fees to the account of the Cardholder, payable from the due date until the date payment has been received by Countrywide. Countrywide also reserves the right to charge any further recoverable costs incurred should additional action be necessary to obtain payment from the Cardholder.
- 5.6 Countrywide reserves the right to defer the use of the Card(s) temporarily or permanently should the Cardholder fail to pay this or any other account that is held with Countrywide for the purchase of other products or services
- 5.7 Upon the Cardholder entering into liquidation, or having a receiver or administrator or administrative receiver appointed over all or part of its property or business, or Countrywide has reasonable grounds to believe that an act of insolvency is imminent, the total outstanding balance on the Cardholder's account shall immediately become due and payable, and the right to use the Card shall automatically cease.
- 5.8 If a Direct Debit drawn by Countrywide on the Cardholders account(s) or a cheque sent by the Cardholder to Countrywide is returned unpaid then the Cardholder shall pay Countrywide an administration fee each time it occurs.
6. Card Usage
- 6.1 The Card may only be used by the Cardholder and the Cardholder is responsible for the safe keeping of the Card and the prevention of unauthorised use.
- 6.2 Prior to entering into any transaction in relation to the supply of Products the Cardholder shall present the Card at the Site.
- 6.3 The Card may only be used to obtain the Products at the Sites.
- 6.4 The Card remains the property of Countrywide at all times and may only be used up to the noted expiry date.
- 6.5 Countrywide may cancel a Card at any time without notice or refuse to issue a replacement Card.
- 6.6 On cancellation or termination of this Agreement, the Cardholder shall return all issued Cards to Countrywide within 7 days.
- 6.7 Possession of the Card does not confer any right on the Cardholder to receive Product.
- 6.8 Countrywide will set a Credit Limit for the Cardholder. Should the sums due exceed – or in Countrywide's opinion look likely to exceed – this limit, Countrywide reserves the right to put the account on suspend the use of cards without further notice. It is the Cardholder's responsibility to inform Countrywide if an increased Credit Limit is required.
- 6.9 Sales receipts are automatically issued for every card transaction, with the exception of automated terminals where the issue of a receipt is optional and upon request.
- 6.10 It is the responsibility of the Cardholder to ensure that any authorised user returns the receipts to the Cardholder for reconciliation against each invoice.
- 6.11 Sites are required to keep copy receipts (with the exception of transactions via automated terminals) for a minimum period of two months and when requested by the Cardholder, Countrywide will endeavour to obtain copy receipts from Sites.
- 6.12 Countrywide shall be entitled to charge a fee of £5.00 plus VAT for each copy receipt provided (or such other reasonable fee as Countrywide may from time to time specify).
- 6.13 Cards that identify vehicles are issued as a management information tool to be used correctly by Account Holder or Authorised User. Such Cards do not provide additional security. The Account Holder shall be liable to pay Fuel Cards Direct Limited for all amounts due under the relevant Card transaction, including where the transaction is in respect of a vehicle other than that identified on the Card.
7. PIN Numbers
- 7.1 A 4 digit PIN number will be allocated to each Card.
- 7.2 PIN numbers will be treated as confidential information and should at all times be kept entirely separate from the Card.
- 7.3 If a PIN number is disclosed to an unauthorised person the Cardholder must immediately notify Countrywide in line with Condition 8 below.
- 7.4 The PIN number is only for use at outdoor terminals within the Network of Sites.
8. Lost or Stolen Cards
- 8.1 If a Card is lost or stolen the Cardholder must immediately notify Countrywide.
- 8.2 The Cardholder will remain liable for all transactions made with such lost or stolen Card for a period expiring at the end of the second working day after the day on which notification is received in accordance with clause 9.1 save that no such release from responsibility will be given to the Cardholder if it can be established on the balance of probabilities that:
- 8.2.1 The Cardholder or the Cardholder's authorised representative gave the relevant Card to an unauthorised person; or
- 8.2.2 The loss of the Card was due to the gross negligence of either the Cardholder or the Cardholder's authorised representative; or
- 8.2.3 The Cardholder or the Cardholder's authorised representative failed to adhere to a request made by Countrywide or its representative to destroy or return the Card to Countrywide; or
- 8.2.4 The Cardholder was in breach of any of the terms and conditions of this Agreement.
9. Resale
- Except where expressly agreed in writing by Countrywide with the Cardholder, product withdrawn against any Card issued to the Cardholder shall not be used by the Cardholder for any purpose other than for fuel or lubricant (as appropriate) in the Cardholder's own or contracted vehicles and shall not be resold or otherwise disposed of to any other persons.
10. Indemnity - Health and Safety
- 10.1 The Cardholder shall fully indemnify Countrywide and keep Countrywide fully indemnified against all liability including employer's liability in respect of any damage to the property of Countrywide or the Cardholder or the death or personal injury of their respective employees or agents arising out of or consequent upon the use of the Card, the Sites or the Product.
- 10.2 The Cardholder shall draw to the attention of any employees and agents or any persons whose handling or using the Products on his behalf or having access to them whilst in his possession or to whom he sells them to any instructions, warnings or suggestions concerning the methods whereby or the conditions whereupon they should be used or handled contained or referred in Countrywide's material safety data sheets or other literature relating to the Products or upon any label attached to them or the packaging wherein they are contained and ensure compliance by any person using or handling them with the instructions, warnings or suggestions mentioned or referred to in this clause.
- 10.3 The Cardholder shall indemnify Countrywide in respect of any loss or liability whatsoever or whenever suffered or incurred by Countrywide by reason or any breach by the Cardholder of the foregoing, or by reason of any failure by the Cardholder himself to comply with the warnings, suggestions or instructions referred to in the foregoing.
11. Force Majeure
- 11.1 Any obligation of Countrywide to supply Products to the Cardholder shall be suspended in the event that directly or indirectly by any cause or circumstances whatsoever reasonably outside Countrywide's control (including without prejudice to the generality of the foregoing in the case of industrial action, any action taken by Countrywide's own employees and in the case of Governmental action compliance by Countrywide with any request or instruction of the Government) Countrywide is prevented or hindered (a) from supplying the Cardholder with his requirements of Product or (b) from obtaining from its usual sources of supply all its requirements of crude oil and relevant Petroleum Products.
- 11.2 On the occurrence of any of the circumstances mentioned in 11.1 above Countrywide shall determine (and may from time to time re-determine) the extent (if any) to which supplies to the Cardholder are to be maintained whilst such circumstances continue, having regard to its ability to obtain process and to deliver supplies, the costs of doing so, the requirements of all its customers local needs and any other consideration it considers relevant.
- 11.3 As soon as practicable after the circumstances mentioned in 11.1 above cease Countrywide shall inform the Cardholder of the resumption of supplies.
12. Assignment
- This Agreement shall not be assignable in whole or in part by the Cardholder without prior written consent of Countrywide.
13. General
- 13.1 The Cardholder shall immediately notify Countrywide of any change to the Cardholder's address.
- 13.2 The Cardholder may vary or add to the terms of this Agreement at any time provided that notice of such variation is served in writing. Any use of the Card by the Cardholder or the Cardholder's authorised representative after such notice has been served on the Cardholder shall be construed as acceptance by the Cardholder of such variation or addition.
- 13.3 Unless Countrywide expressly states otherwise in connection with any particular promotions, the Card does not entitle the Cardholder to participate in any of Countrywide's special offers that may be available from time to time.
14. Data Protection Act
- 14.1 Countrywide may from time to time make a search with a Credit Reference Agency, which will keep a record of that search. The Company may also make enquiries with a Credit Reference Agency about the principal directors of the Customer if the Customer is a Limited Company.
- 14.2 The Company will monitor and record information relating to the Customer's trade credit performance and such records will be made available to other organizations for the purpose of credit assessment.
15. Liability of Countrywide
- 15.1 Countrywide accepts no liability and gives no warranty, express or implied, whether arising by common law or statute in relation to any transaction by or Product supplied to the Cardholder by virtue of entering into this Agreement with the Cardholder.
- 15.2 Countrywide accepts no responsibility and shall not be liable to the Cardholder for a failure (for whatever reason) on the part of an automatic dispensing pump to dispense Product at a Company Site.
- 15.3 While Countrywide will endeavour to supply the required Products no warranty can be given that any or all of the Products are available at any particular Site.
- 15.4 Any advice or recommendation given or made by Countrywide regarding the use or application of the Cards is relied upon at the Cardholder's own risk, and Countrywide shall not be liable for any loss or damage howsoever arising suffered by the Cardholder as a result of such advice or recommendation.
- 15.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Countrywide shall be subject to correction entirely at Countrywide's discretion and without any liability of the part of Countrywide.
16. General
- 16.1 This agreement shall remain in force until terminated.
- 16.1.1 By the Cardholder upon expiration of written notice of at least 90 days of their intention to do so. This termination will only be effective once the Cardholder has returned all Cards to Countrywide and repaid all sums due under these Terms & Conditions.
- 16.1.2 By Countrywide on the expiration of written notice of at least 30 days of their intention to do so.
- 16.2 Countrywide may terminate this agreement without notice if:
- 16.2.1 The Cardholder is in breach of any of its obligations laid out in these Terms & Conditions.
- 16.2.2 The Cardholder enters (or, in the opinion of Countrywide, is about to enter) any form of composition or arrangement with its creditors, or becomes insolvent or calls a meeting with a view to going into insolvency, or if execution of any judgment is levied upon the Cardholder.
17. Governing Law
- This Agreement is governed by the Law of England and the parties submit to the exclusive jurisdiction of the English Courts.