

RUBIS CARD

Terms & Conditions of Issue and Use

1. Definitions

- 1.1 In this Agreement the following words have the following meanings:
- "Account" means an account maintained by us for you in relation to your use of a Card.
 - "Additional Card Holder" means any person authorised by you to use the Account and to whom we have issued a Card.
 - "Card" means a RUBIS Card issued to you or to an Additional Card Holder.
 - "Commercial Purposes" means the purchase and/or consumption of motor fuel and other lubricants for use in conducting a business or which is used in the course of a business or other venture in the nature of trade (whether or not you own that business or are employed in it and regardless of whether you receive remuneration in the conduct of that business or not) but it does not include the purchase and/or consumption of motor fuel and other lubricants for the purpose of conveying you to or between your normal place/s of work and return to your home.
 - "Goods" means supplied petrol, diesel, oil and other fuels and lubricants as well as other products available from time to time, whether sold to you by us or a Participating Outlet together with certain other items and accessories which we have agreed that a Participating Outlet may sell to you by use of the Card. It does not include the value of repairing or servicing motor vehicles by a Participating Outlet or the cost of purchase or hire of a motor vehicle.
 - "Participating Outlet" means a garage filling station or other entity in the Channel Islands which we do not own and which sells Goods.
 - "Services" means the value of services provided to you by us through our boiler maintenance and other service divisions.
 - "Statement" means the statement of Transactions charged to your Account and issued monthly to you.
 - "Transaction" means the sale of Goods and Services to you whether by us or a Participating Outlet through the use of the Card.
- 1.2 In this Agreement words denoting the singular shall include the plural and vice versa, words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa.

2. Use of the Card

- 2.1 You ("the Card Holder") may use the Card as a means of paying for Goods and Services supplied to you by us or a Participating Outlet. You may not use the Card for Commercial Purposes unless you have obtained our prior written consent.
- 2.2 Upon first use of the Card whether for the purpose of purchasing Goods or Services from ourselves or from a Participating Outlet your acceptance of the Terms and Conditions of Issue and Use of the Card as set out herein is confirmed as having taken place. The reference to 'use' of a card herein includes the authorised use of Card for Commercial Purposes.
- 2.3 Upon acceptance of the Card by a Participating Outlet, the monies payable by you in respect of the purchase of those Goods will be assigned by the Participating Outlet to us (Fuel Supplies (C.I.) Limited).
- 2.4 The value of each Transaction entered into either directly with us or with a Participating Outlet will be debited to your Account.
- 2.5 At the beginning of each calendar month we shall send you a Statement showing all Transactions during the previous calendar month as debits and payments by you as credits to the Account since the previous statement.
- 2.6 You must pay us within 15 days of the date of issue of the Statement the total amount shown to be due unless you have joined our planned payment scheme in which case the terms and conditions of that scheme shall apply to the payment by you of your Account and not the conditions of payment set out herein. If you have opted for the planned payment scheme your use of the Card will be governed additionally by the terms of that scheme.

3. Care of the Card

- 3.1 It is your responsibility to ensure that a Card is signed immediately upon receipt by the relevant Card Holder whether that is you or an Additional Card Holder.
- 3.2 You will be liable for the amount of all Transactions debited to your Account.
- 3.3 You must take all reasonable steps to keep the Card safe. You must not allow anyone else (including an Additional Card Holder) to use your Card.

4. Charges arising out of Card

- 4.1 There is no limit to the value of Goods and/or Services which may be acquired by you using the card nor is there any limit to the number of Transactions you may enter into.
- 4.2 The total amount outstanding at the end of each calendar month on your Account is payable in one lump sum by the 15th day of the next calendar month.
- 4.3 To the extent they are recoverable we will charge you for any losses or costs we incur as a result of any breach by you of this agreement including any legal costs incurred by us in pursuing payment of the debt in a Court and interest thereon.
- 4.4 To the extent permissible by law, Transaction charged by you under the Card will be payable in full on your death, bankruptcy, liquidation or other legal incapacity.

5. Withdrawal of the Card

- 5.1 In our absolute discretion, we may, without notice to you:
- refuse to accept a Transaction
 - cancel the Card
 - refuse to replace a Card
- without affecting your outstanding obligations to us under this Agreement which continue in force.
- 5.2 We accept no responsibility if a Card cannot be used to pay for a Transaction for any reason nor for any loss or damage resulting from the way in which this information is communicated to you or any Additional Card Holder.
- 5.3 The Card remains our property at all times and if we request, you must return it to us immediately.

6. Termination of this Agreement

- 6.1 This agreement may be terminated by either party giving written notice of such intention to the other party.
- 6.2 Upon termination of this Agreement all Cards issued to you and any Additional Card Holders must be returned to us forthwith.
- 6.3 Termination of this Agreement shall not affect the rights and liabilities of either party arising prior to termination against the other or in respect of antecedent breaches of the Agreement.
- 6.4 A Card Holder may re-apply for a Card following the termination of an earlier Agreement.

7. Additional Card Holders

- 7.1 All Transactions by an Additional Card Holder will be charged to your Account and will be subject to the conditions of issue and use herein set out.
- 7.2 It is your responsibility to ensure that an Additional Card Holder uses and safeguards the Card in accordance with the terms of this Agreement. Any breach of this Agreement by an Additional Card Holder will be deemed to be your responsibility; we have no duty towards an Additional Card Holder.
- 7.3 If you wish to cancel an Additional Card you are responsible for returning that card to us.

8. Loss, Theft or Misuse of a Card

- 8.1 If a Card is lost, believed to be stolen or used without your consent it is your responsibility to inform us immediately you discover such loss, theft or misuse whereupon you shall not be liable to pay for any Transactions charged to your Card after such report. Where you make such report orally you must confirm it in writing to us within the next three days.
- 8.2 Until you notify us in accordance with paragraph 8.1 above you will continue to be liable for Transactions charged to a Card.
- 8.3 It is agreed in the event that your Card is lost, stolen or misused that you will provide to us any information you have regarding the loss, theft or misuse of the Card. Furthermore, you will report the matter to the police if we ask you to do so and will assist any police investigation into the matter. You acknowledge that we may disclose to the police any information that you provide to us regarding the loss, theft or misuse of the Card.
- 8.4 If you have reported to us the loss, theft or misuse of a Card and it is subsequently found or returned to you it must not be used again and you must return the Card to us for cancellation.

9. Refunds and Claims

- 9.1 If your Statement includes an entry which you consider to be incorrect you must inform us immediately and we will investigate the matter on your behalf.
- 9.2 In the event that a refund is due to you we shall credit such refund to your Account for your use against future Transactions.
- 9.3 You may not assign or otherwise dispose of any rights against us.
- 9.4 Nothing contained in this Agreement shall confer any liability upon us in respect of any action or claim whatsoever that you may have against any third party.

10. General

- 10.1 You may only use the Card for Goods and/or services provided in the Channel Islands: it is not valid outside the Channel Islands.
- 10.2 You must inform us in writing as soon as possible if you or an Additional Card Holder change your name or your address.
- 10.3 This Agreement may, as permitted by law, be varied by us from time to time.
- 10.4 We will not be liable if you suffer any loss, inconvenience or embarrassment because you are unable to use your Card to pay for a Transaction because of a failure by any terminal, data processing system or transmission link or anything outside our control (including the failure of a Participating Outlet to accept the Card).
- 10.5 If we are unable to produce or send you a Statement, you will be required to pay the balance due on your Account in accordance with the instructions sent to you by us either in place of a Statement or together with the next Statement sent to you.
- 10.6 We may assign our rights and benefits under this Agreement at any time.
- 10.7 This Agreement is governed by Jersey Law.