

## APPLICATION FORM

### Office Use Only

Account Ref.  Approved by  For Official Use Only

### Section 1 – Company Details

Company Name	<input type="text"/>	Trading as	<input type="checkbox"/> Private Limited
New or Existing Customer	<input type="checkbox"/> New	<input type="checkbox"/> Limited <input type="checkbox"/> Sole Trader	
	<input type="checkbox"/> Existing		
Registered Office – Full Address	<input type="text"/>	Registered Office – Invoice Address	<input type="text"/>
Company Reg. VAT Reg.	<input type="text"/>	When business commenced	DATE / MONTH / YEAR
Industry	<input type="text"/>	Main Contact name	<input type="text"/>
No. of employees	<input type="text"/>	Mobile Number	<input type="text"/>
Telephone Number	<input type="text"/>	Email	<input type="text"/>
Fax	<input type="text"/>	If you have operated at the current address for less than 3 years, please give previous address	<input type="text"/>
Are you...	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant		

### Section 2 – Trade Reference (must be a current supplier) This must NOT be a fuel supplier

Company Name	<input type="text"/>	Company Address	<input type="text"/>
Contact Name	<input type="text"/>		
Telephone Number	<input type="text"/>		

### Section 3 – Vehicle Details

Number of Vehicles Owned	<input type="text"/>	Monthly diesel usage in litres	<input type="text"/>
Number of Vehicles Leased	<input type="text"/>	Estimated monthly credit limit request	<input type="text"/>
Total number of Vehicles	<input type="text"/>		

## Section 4 – Card Order

For usage in...	Customer Name to Appear on Cards		Diesel, Gas & Lubes	Petrol	All fuels
	<input type="checkbox"/> UK				
	<input type="checkbox"/> Ireland				
	<input type="checkbox"/> Europe				
1. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Vehicle Reg / Details			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section 5 – Standard Invoice Payment Terms

Invoice are issued on a weekly basis and payment is by Direct Debit on terms as agreed between both parties. I/We have read the card Terms and Conditions of Use and agree to abide by them. I/We agree and understand that Morgan Fuels Group shall not be obliged to accept this application nor to give any reason for refusing the same, nor to enter into any correspondence in regard there to.

Authorised Signature of Company*		Date	
Full Name		Position Held in Company	

\*Must be Director / Owner / Company Secretary as signator

# Morgan Fuel and Lubes Limited & Morgan Fuels Ireland Limited

## Terms and Conditions of Use

### 1. Definitions

- In these conditions unless the context otherwise requires, the following words and expressions shall have the meanings set against them:
- (a) "MF" means Morgan Fuels & Lubes Limited or Morgan Fuels Ireland Limited.
  - (b) "Account" means a credit or charge account maintained by the Customer with MF on foot of this Agreement in respect of all Card transactions.
  - (c) "Account Limit" means the maximum debit balance permitted on the Account in the relevant currency as determined by MF and notified to the Customer from time to time.
  - (d) "Agreement" means this agreement between the Customer and MF, including the Application Form.
  - (e) "Customer" means the individual, firm, partnership, company, group, associate or any other entity or person to whom Cards are issued pursuant to this Agreement and includes an employee, agent or any other person acting or purporting to represent or act on behalf of the Customer.
  - (f) "Network" means the network of sites through which MF operates either as principal or agent in the United Kingdom, Ireland and the continent of Europe.
  - (g) "Product" means the fuel supplied by MF through the Network by use of the Cards referred to at sub-clauses (h) and (i) below.
  - (h) "MF Card" means a charge card issued at any time by MF enabling the Customer to withdraw the Product from the Network and to charge the cost to the Account.
  - (i) "Euro Card"/"Bluestar Fuel Line Card" means full service charge cards, vouchers or tickets issued at any time by MF to the Customer through its agency with a third party provider of credit purchasing services enabling the Customer to acquire fuel and other goods and services from the Network and to charge the cost to the Account.
  - (j) "Card/Cards" means the MF Card, the Euro Card and/or the Bluestar Fuel Line Card as the context requires.
  - (k) "Product Price" means MF's current price per litre of Product applicable at the date of the use of the Card together with all service charges and duty taxes applicable thereto at the date of such use less any rebate discount or allowance subject to individual negotiation at the date of issue of the card. Service charges can be amended by MF at any time without notice. Details of service charges are available on request. By the Customer using any Card he will have been deemed to have accepted the current price per litre and MF's service charges.
  - (l) "Working Day" means any day from Monday to Friday inclusive which is not a Northern Ireland Public Holiday or statutory Bank Holiday.

### 2. Use of the Card

- (a) A Card may only be used to withdraw Product or associated goods and services from the Network subject to the MF Terms and Conditions of Use in force at time of use:
  - (i) within the Account Limit set pursuant to Clause 4 hereof,
  - (ii) during the period of validity of the Card,
  - (iii) at the MF price applicable at date of withdrawal. Service charges will be added to all services and can be amended by MF at any time without notice. Details of service charges are available on request. By the Customer using a Card he will have been deemed to have accepted the current MF price and service charges.
- (b) MF shall be entitled to charge for the issue, replacement or renewal of any Card or for the issue of additional Cards.
- (c) Additional Cards may be issued by MF for use by any person nominated by the Customer as an authorised user on the Account expressly subject to MF's Terms and Conditions of Use.
- (d) The Customer will be strictly liable for all amounts arising from or any losses incurred by MF in connection with the use of any Card issued by MF in respect of the Account, and debited thereto, whether authorised or unauthorised (including any use in breach of these Terms and Conditions of Use which MF shall be under no responsibility to prevent).
- (e)
  - (i) If MF shall at any time be unable either to obtain appropriate indemnity insurance cover or to maintain existing insurance cover in respect of any Customer's Account it shall be entitled forthwith to suspend or place a Stop on all Accounts for which that Customer has been issued with a Card by MF and on the use of all issued Cards in respect of any such Account without prior notice to the Customer (but giving the Customer notice thereof as soon as practicable thereafter) until the Account/s has/have been paid in full and/or at the sole option of MF satisfactory alternative arrangements have been entered into by the Customer for continued operation of the Account.
  - (ii) Under no circumstances shall MF incur any liability whatsoever to the Customer as a result of the implementation of the provisions of sub-clause (e) (i) above.

### 3. The Account

- (a) The Product is chargeable at the Product Price. MF reserves the right to vary any rebate, discount or surcharge at any time.
- (b) Any rebated price is as shown and charged on all invoices. This rebated price is the price shown as against the full global price quoted on all invoices. The difference between the two prices being the rebate.
- (c) All prices are subject to all Government or other taxes, duties, levies, charges, surcharges, service charges, assessments or impositions where applicable at the appropriate rate and any variations of the same at any time shall be for the Buyer's account.
- (d) MF shall debit the Account with the amount of all drawings of Product and any other liability arising from the use of any Card issued on the Account. The Customer will be liable to pay to MF all amounts so debited.

### 4. Account Limit

- MF will set a limit on the Account and shall notify the Customer of same from time to time, giving 30 days' notice of any change. If at any time the outstanding balance on the Account exceeds such limit, then the Customer hereby expressly authorises MF to recover any excess by immediately raising a Direct Debit for such amount to the Customer's nominated bank account in addition to any fixed period Direct Debit mandate in force pursuant to Clause 6. hereof.

### 5. The Cards

- (a) Cards issued on the Account shall at all times remain the property of MF and must be returned to MF on demand.
- (b) A 4-digit Personal Identification Number ("PIN") will be allocated to each Card and Product may only be withdrawn from the Network by use of the PIN.
- (c) The Customer is responsible for the safe-keeping and use of all Cards issued on the Account and must ensure PINs are treated as confidential information and kept separately from each Card.
- (d) If a PIN is disclosed to an unauthorised person, the Customer must immediately notify MF in accordance with sub-clause (e) below.
- (e) If any Card is lost or stolen the Customer must immediately notify MF by telephone followed up by written confirmation (by post or fax) within 1 Working Day. Written confirmation by post or fax will be deemed to have been sent when received by MF. No waiver of charges for unauthorised use will be given for any reason including but not limited to circumstances where:
  - (i) the Customer failed to take reasonable precautions against loss or theft
  - (ii) the loss of the Card was due to the negligence of the Customer
  - (iii) the PIN code was disclosed to an unauthorised person or not kept separate from the Card
  - (iv) the Card was left in an unattended vehicle or otherwise not kept secure
  - (v) the Card is not recovered from a former employee or other authorised user of the Customer
  - (vi) the Card was not either destroyed or returned to MF upon request
  - (vii) the Customer is in breach of any other provision of this agreementSubject to compliance with the above, the Customer shall remain liable for all drawings on the Card until 3 Working Days after such notification of loss or theft is given, provided such written notification is given before 2.00 p.m. during the course of a Working Day and any notice given outside such hours shall be deemed to have been given at 10.00 a.m. the next Working Day thereafter.
- (f) MF may notify the Police if a Card is lost, stolen or misused and provide any information which it considers relevant. The Customer agrees to furnish all information in his possession as to the circumstances of the loss, theft or misuse and take all steps deemed necessary to assist with recovery.
- (g) If any Card is later recovered after being lost or stolen, it should not be re-used. The Customer should immediately report its recovery and send it to MF.
- (h) Customers are permitted to use Cards only in accordance with these Terms and Conditions of Use or any amendments or additions to them which may be notified by MF as prescribed by Clause 11.

### 6. Payment

- (a) MF will invoice the customer for purchases made at such intervals as MF at its sole discretion shall determine and will normally send to the Customer a monthly statement of invoices and amounts charged to the Account.
- (b) Subject to Clause 4 above, payment shall be made by way of Direct Debit from the Customer's nominated bank account on or by the payment date/s each month agreed with the Customer and which are set out in MF's letter of acceptance to the Customer ("the due date") Such date/s may only later be varied as agreed from time to time between the parties in writing.
- (c) In the event that any payment is not made by its due date, MF shall be at liberty at any time at its absolute discretion to charge, and the Customer shall pay, the full global price applicable at the time of default, and not any rebated price previously charged.
- (d) If payment in full has not been made by the due date the Customer shall owe interest on the amount outstanding from date of invoice or date of default (where sub-clause (d) below applies and no invoice has yet been raised) until date of payment at the rate of 2% per calendar month (or such other rate as MF may notify), where part of a month shall be construed as a whole month.
- (e) If any Direct Debit instruction is not accepted on due presentation or if any payment made to the Account by cheque is not honoured upon presentation in the ordinary course of business, same shall constitute a breach of contract by the Customer whereupon the entire Account shall immediately become due (whether due or not and whether or not invoiced) and the provisions of Clause 9 hereof shall apply.
- (f) If, for any reason, MF is unable to produce or send any invoice or statement, the Customer's liability for interest and any other charges, costs or expenses shall continue.
- (g) Where payment of any invoice is tendered in a currency other than that appearing on the invoice MF shall convert same into the invoiced currency at the standard rate of exchange in use by MF at date of receipt or as may previously have been agreed and the Account shall be credited with the converted sum.

### 7. Product Delivery and Limitation

- (a) Title to and Risk in the Product shall pass to the Customer at the moment it leaves the hose nozzle of the dispensing equipment of the Network and thereafter MF shall not be liable for any loss or damage by or arising out of or in connection with the storage, use or handling of the Product or otherwise dealing with it and the Customer shall indemnify and keep indemnified MF from and against all damages, claims, expenses, costs or liabilities incurred by MF in connection with any such storage, use or handling of the Product or otherwise dealing with it.
- (b) All quantities of Product withdrawn upon any Card issued by MF to the Customer and received through the use of the Card shall be deemed conclusively to have been withdrawn by the Customer and MF shall not be affected by any unauthorised use of the Card save as appears in Clause 5.
- (c) Quantities drawn and received by the Customer shall be ascertained conclusively (except in case of manifest error) by reference to the recording devices contained in the Network dispensing equipment and in the event of failure of all such devices by reference to the Card.
- (d) Any difference or dispute relating to the quantity or quality of the Product shall be notified to MF within 2 days of delivery and (in respect of price only) within 10 days of the date of the invoice to which the dispute or difference relates failing which the Customer shall be deemed to have accepted the Product and waived all recourse in respect thereof. Any dispute or difference shall not prevent payment of the invoiced sum to be made by its due date. The Customer shall have no right to set-off any claims or to counterclaim against any other invoices unless agreed in writing with MF.
- (e) Except as specified herein all conditions, warranties and guarantees, statutory or otherwise, whether express or implied, oral or written and all collateral arrangements, statements, discretions, stipulations or representations whether oral or written, express or implied, made by MF relating to the Product, its state, quality or fitness are hereby excluded so far as the law allows.
- (f) MF shall under no circumstances be liable to the Customer for any indirect or consequential loss or damage, loss of profit, loss of use or production or of contracts which the Customer may suffer if it is unable to perform its obligations under this contract due (directly or indirectly) to the failure of any Network equipment, machine, data processing system, transmission or computer link, industrial dispute or anything outside the control of MF, its agents or sub-contractors.

### 8. Termination

- (a) The Customer may terminate the contract and close the Account by giving written notice of termination to MF, but such termination shall only be effective on the return to MF of all Cards and upon the payment of all liabilities of the Customer on the Account under the contract.
- (b) MF may terminate the contract and close the Account by giving 30 days' notice to the Customer (except in case of Default - see Clause 9 below). On termination by MF, the Customer will remain liable for all Card transactions before or after termination, together with all interest, charges and costs incurred in connection therewith.
- (c) If the Customer, being an individual, has a bankruptcy order made against him or compounds with his creditors or comes to any arrangement with any creditor or, being a company or partnership, goes into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets or if it makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or any judgment is recorded against the Customer or any similar occurrence under any jurisdiction affects such party, the contract shall automatically terminate forthwith and without notice and MF shall cancel all issued Cards and upon such termination all Accounts shall become immediately due and payable together with all and any interest, charges and costs incurred.

### 9. Default

- (a)
  - (i) If the Customer fails to make payment of any Account for which he has been issued with any Card by the due date or fails to comply with any of these Terms and Conditions of Use he shall be deemed to have committed a breach of contract and MF may, at its sole option and without prior notice (but giving the Customer notice thereof as soon as practicable thereafter), either terminate all Accounts for which that Customer has been issued with any Card and demand the immediate return of all Cards until the Account/s has/have been paid in full and/or at the sole option of MF satisfactory alternative arrangements have been entered into by the Customer for continued operation of any such Account.
  - (ii) Under no circumstances shall MF incur any liability whatsoever to the Customer as a result of the implementation of the provisions of sub-clause (a)(i) above.
- (b) All extra-judicial debt recovery costs and expenses, together with VAT thereon where applicable, incurred by MF arising from or in connection with the collection of any amount which has not been paid by the due date or not paid in full (whether or not proceedings shall have been commenced, and whether or not costs of those proceedings are awarded against the Customer) shall be recoverable in full from the Customer on a full indemnity basis as a debt as part of MF's claim and shall be debited to the Account. For the sake of certainty, such costs and expenses shall be assessed at the rate of 15% on the first £5,000 (or Euro equivalent) and 10% on the balance showing on the Account at time of instruction combined with interest accruing due thereon at the applicable rate per Clause 6 (d). Any payment received from the Customer or made in respect of any security shall be applied first in payment of all such charges, costs and expenses; secondly in payment of all interest due under this Agreement and thirdly towards repayment of all purchases.
- (c) The Account shall be debited with any administrative, legal and other costs and expenses on a full indemnity basis, incurred by MF in connection with any action taken by MF to enforce any provision of the contract or by reason of any default or any breach of these Terms and Conditions of Use by the Customer.

### 10. Data Protection

- (a) The Customer acknowledges that in order to make credit decisions and for fraud prevention, identification purposes, debt tracing and the prevention of money laundering as well as the management of the Account MF may from time to time need to make searches about the Customer at credit reference and fraud protection agencies for the purpose of providing the Customer with the service applied for who will record the search.
- (b) MF may disclose information about how the account is conducted including details of any non-payment following Default and where no satisfactory proposal for payment is received to such agencies, associates, organisations who are business partners, agents and law enforcement agencies for the purpose of fraud prevention, audit and debt collection and the information may be linked to records relating to other people residing and/or working at the same address with whom you are financially linked.
- (c) Other credit grantors may use this information to make credit decisions about you and the people with whom you are financially associated, as well as for fraud protection, debtor tracing and money laundering purposes.
- (d) By completing and signing the Credit Application Form the Customer acknowledges and agrees that MF will be holding and using Data for the purposes set out above.

### 11. General

- (a) The Customer shall immediately notify MF of any change in the Customer's address from that appearing in the Credit Application Form.
- (b) MF may amend, vary or add to these Terms and Conditions of Use giving notice in writing of such change to the Customer at the address appearing in the Credit Application Form or at such alternative address as may have been notified to MF under subclause (a) above and same shall become effective 30 days from the giving of such notice.
- (c) These Terms and Conditions of Use shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to and shall supersede any previous Terms and Conditions of Use between the parties in relation to the matters referred to herein.
- (d) If any provision of these Terms and Conditions of Use shall be prohibited by law or adjudged by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed herefrom and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and shall not in any way affect any other circumstances of or the validity or enforcement of same.
- (e)
  - (i) Any person signing this Agreement on the Customer's behalf expressly warrants that he/she is duly authorised to do so and understands and accepts that if it later transpires he/she was not so authorised he/she will become jointly and personally responsible to MF for all liability arising as a result of the use of the Account.
  - (ii) For the avoidance of doubt, where the Customer is a partnership the term Customer shall refer to any of the partners as well as all of them, and each partner is responsible separately as well as together to MF for all liability arising as a result of the use of the Account.
- (f) MF will impose a cover charge of £25.00 each for the issue of any duplicate or copy receipt requested from a site.
- (g) MF will impose a cover charge of £2.50 per page for each duplicate copy of a Drawing Sheet and/or Statement.

### 12. Law & Jurisdiction

- (a) These Terms and Conditions of Use shall be governed by and construed in all respects in accordance with English law. In relation to any legal action or proceedings to enforce any provision of these Terms and Conditions of Use or arising out of or in connection with these Terms (Proceedings) each of the parties submits to the jurisdiction of the courts of Northern Ireland provided that nothing contained in this agreement shall be taken to have limited the right of MF to bring Proceedings in any other jurisdiction or jurisdictions whether concurrently or not. It is hereby expressly agreed that the place of performance of the obligation in question in respect of any contract based on these Terms and Conditions of Use is Newry, Co Down.
- (b) Where the Customer resides or carries on business outside Northern Ireland, the Customer hereby irrevocably agrees that any Proceedings issued out of the said courts may without prejudice to the rules of service of such courts be served by delivering same in an envelope addressed to the Customer at the address set out in the Credit Application Form or at such alternative address as may have been notified to MF under Clause 11 (a) above.
- (c) The person signing this agreement warrants that he/she has read and fully understands these Terms and Conditions of Use, and by accepting the Account and using any and all Cards issued in connection therewith consents both for themselves and the Customer (where they are not one and the same) that these Terms and Conditions are reasonable in all respects.