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### 1. INTRODUCTION

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### 3. TRADEMARKS

The images, logos and names on this website, which identify the FCG or third parties and their products and services, are proprietary marks of the FCG and/or the relevant third parties. Nothing contained in this website shall be deemed to confer on any person any

licence or right on the part of the FCG or any third party with respect to any such image, logo or name.

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Certain (hypertext) links will lead you to website that are not under the control of the FCG. When you activate any of these links, you will leave our website and the FCG has no control over, and will accept no responsibility or liability in respect of, the material on any such other website. By allowing links with third party website the FCG does not intend to solicit business or offer any security to any person in any country, directly or indirectly. If you wish to provide a linked internet website to this website you must seek the prior written approval of the FCG.

#### **5. MONITORING AND RECORDING OF TELEPHONE CALLS AND EMAILS**

Telephone calls using the telephone numbers provided on this website and email correspondence with the FCG at the email addresses accessible through, or discernible from, this website may be recorded or monitored. By using such communication methods, you will be deemed to have expressly consented to the recording or monitoring of the same. Monitoring and recording of telephone calls and emails may be done to monitor and improve the service the FCG provides to you, for staff training purposes, to ensure compliance with our practices and procedures and where, for example, a contract is entered into by those means, to provide evidence of the transaction.

#### **6. DISCLAIMERS**

6.1 Whilst the FCG has taken care in the preparation of the contents of this website, this website and the information, names, images, pictures, logos, icons regarding or relating to the FCG and/or its associated companies, or the products and services of the same (or to third party products and services), are provided on an "as is" basis without any representation or endorsement being made and without any warranty of any kind, whether express or implied, including but not limited to, any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. To the extent permitted by law, all such terms and warranties are hereby excluded.

6.2 In no event will the FCG and/or any FCG group company be liable (whether in contract or tort including negligence or breach of statutory duty or otherwise) for any losses sustained and arising out of or in connection with use of this website including, without limitation, indirect or consequential losses, direct loss of profit, direct loss of anticipated savings, loss of data, indirect loss of profit, indirect loss of anticipated savings, loss of revenue, loss of business, loss of many, loss of opportunity or loss of or damage to property and/or any wasted expenditure and third party claims. For the avoidance of doubt, each of the losses as listed in this Clause 6.2 are intended to be severable.

6.3 Nothing in these Terms and Conditions of Use shall exclude or limit the liability of the FCG for death or personal injury caused by its negligence or for fraudulent misrepresentation.

6.4 The FCG does not represent that the information contained in this website is accurate, comprehensive, verified or complete, and shall accept no liability for the accuracy or completeness of the information contained in the website or for any reliance placed by any person on the information.

6.5 The FCG does not warrant that the functions or materials accessible from or contained in this website will be uninterrupted, error free, timely, secure or that defects will be corrected or that this website or the server that makes it available are virus or bug free or represent the full functionality, accuracy, reliability of the materials.

6.6 If any of these Terms and Conditions of Use (or any terms and conditions relating to a product or service referred to in this website) should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which such terms and conditions are intended to be effective, then to the extent of such illegality, invalidity or unenforceability, and in relation to such state or country only, such terms or condition shall be deleted and severed from the rest of the relevant terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

## 7. APPLICATION FOR PRODUCTS AND SERVICES ON-LINE

Prices, and details, of products and services (and any offers) posted online are subject to change without notice. All products and services are subject to availability and the FCG gives no guarantee in this regard. The provision of details of products and services on this website are not, and should not be construed as, an offer to sell or buy such products or services by the relevant company. The company advertising the products or services concerned may accept or reject your offer at its sole discretion.

## 8. PRODUCT SPECIFIC TERMS AND CONDITIONS

If you apply for any product or service detailed on this website these Terms and Conditions of Use should be read in conjunction with any other terms and conditions which relate to any such product or service and, in the event of any contradiction between these Terms and Conditions of Use and the specific terms and conditions relating to such product or service, the latter shall prevail.

## 9. CHANGES TO TERMS AND RECORDS OF AGREEMENTS

We reserve the right to change these Terms and Conditions of Use at any time by posting changes on the website. It is your responsibility to review the website Terms and Conditions of Use regularly to ensure you are aware of the latest terms and conditions. Your use of this website after a change has been posted will be deemed to signify your acceptance of the modified terms and conditions. We recommend that you print off and retain for your records a copy of these Terms and Conditions of Use from time to time, and a copy of any terms and conditions relating to any product or service which you apply for online, together with any related application form completed and submitted. Any amendment to terms and conditions must be agreed in writing to the FCG or, if appropriate, by the relevant company with whom you contract.

## 10. OWNERSHIP OF WEBSITE

This website belongs to The Fuel Card Group Limited - a private limited company incorporated with limited liability in England. Registered Office: 8 Kerry Hill, Horsforth, Leeds, LS18 4AY Head Office: 8 Kerry Hill, Horsforth, Leeds, LS18 4AY Branch registered in England and Wales No. 3298373.

## 11. JURISDICTION AND LAW

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11.2 These Terms and Conditions of Use and any terms and conditions relating to products or services described in this website shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising in relation to the same shall be subject to the exclusive jurisdiction of the courts of England and Wales.

12. **GENERAL**

12.1 Headings used in these Terms and Conditions of Use are for convenience only and shall not affect their interpretation.

12.2 Any waiver by the FCG of a breach of these Terms and Conditions of Use shall not be deemed to be a waiver of any subsequent breach of any provision.

12.3 All disclaimers, terms, conditions as set out in this website and the Privacy Policy shall form part of these Terms and Conditions of Use of this website.

12.4 Nothing in these Terms and Conditions of Use is intended to confer on any person any right to enforce any provision of these Terms and Conditions of Use which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

**January 2003**