Murco Local Account Card Application Form

In order for AllStar Business Solutions to complete your application and issue you with your cards, we will need the information indicated on the checklist below, either on or with your application form. Please use Adobe Acrobat 7.0 or later to fill in this form or print it out and complete manually. The completed document should be signed, dated and returned to AllStar Business Solutions.

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Your application should be processed and your fuel cards despatched within 28 working days providing all the relevant information has been received.

Helpline

Please contact the Local Account Card Team on 0870 842 3258 should you have any questions or require assistance completing this form and we will be pleased to help.

Application Checklist	
In order to ensure that your application is completed as quickly as possible, please check that you have comple the following prior to returning:	ted
■ Completed the application form (sections 1-6)	
 Authorised the application by signing the application form (section 7) 	
■ Completed and signed the direct debit mandate (section 8) (please note faxes/copies are not acceptable)	
■ Completed the Card Request Form A, detailing your individual card requirements (section 9)	
■ Agreed to the Terms & Conditions of Use by signing our copy (section 10)	
■ Retained your copy of the Terms & Conditions of Use (section 11)	
■ Retained a photocopy of the completed application form for your own record	

Please send your completed documents to:

FAO

AllStar Business Solutions, Local Account Card Team, PO BOX 1463, PD49, Windmill Hill, Swindon, SN5 6PS

Murco Local Account Card Application Form

This form will provide us with the information needed to issue your cards. Please complete the application form, embossing form and the direct debit mandate in BLOCK CAPITALS using a ballpoint pen, then sign and return them to us along with a signed copy of the Terms and Conditions of Use. Please use Adobe Acrobat 7.0 or later to fill in this form or print it out and complete manually.

1 Company Registration Details	· ·
Title:	First Name:
Surname:	Job Title/Dept.:
Company Name (Legal Identity / Registered Name):	0 characters max
Registered Address:	
	Postcode:
Invoice Address (if different from registered):	
	Postcode:
Tel.:	Fax:
Email (general correspondence):	
Company Activity:	Year Established:
VAT Reg. No.:	Company Registration No. (if relevant):
Parent Company Name:	

2 Further Information (Sole Traders or Partners	only) Go to section 3 if a	Ltd company
Please tick: Partner Sole Trader	Title:	
First Name:	Surname:	
Date of Birth: (dd/mm/yyyy):	Signature:	
Home Address:		
	Postcode:	
Time at current Address	Months:	Years:
Previous Address if less than 3 Years:		
	Postcode:	
Partner 2 (if applicable):	Title:	
First Name:	Surname:	
Date of Birth: (dd/mm/yyyy):	Signature:	
Home Address:		
	Postcode:	
Time at current Address	Months:	Years:
Previous Address if less than 3 Years:		
	Postcode:	
Partner 3 (if applicable):	Title:	
First Name:	Surname:	
Date of Birth: (dd/mm/yyyy):	Signature:	
Home Address:		
	Postcode:	
Time at current Address	Months:	Years:
Previous Address if less than 3 Years:		
	Postcode:	,

3	Data	Drotoction
၁	Data	Protection

The partners/proprietors who have completed their details and signed at section 2, have given their consent under the Data Protection Act 1998 (the 'Act') for AllStar Business Solutions Ltd to make credit reference searches and maintain records of the same and for their details to be processed in accordance with the Act. AllStar Business Solutions Ltd and Murco may also supply your data to third parties to process your application. If your application is accepted by AllStar Business Solutions Ltd, AllStar Business Solutions Ltd will process your data in accordance with the Murco Local Account Card Terms and Conditions.

4 Financial Details

As with other fuel accounts, financial statements or an up front security may be required for credit purposes. All information received will be held in the strictest confidence.

5 Card Delivery Details (if diffe	erent from section 1)		
Title:			
First Name:	Su	rname:	
Address:			
	Ро	stcode:	
Tel.:	Fa	x:	
6 Purchase Details			
What is your total company fleet size?:			
Which fuel payment method does your comp	pany currently use? (If ye	ou use more than one method, pl	ease tick all those applicable)
Pay and Reclaim	Co	mpany Credit Card	
Fuel Card	Oth	ner (please specify):	
How many of your drivers receive free fuel be	enefit?		
Card Type All Fuels = AF All Fuels & Oil = AF & O All Fuels & Oil & Shop = AFOS	No. Cards Required	Card Charge	Est. overall total WEEKLY fuel spend using the card
		£	Cars £
		£	LCV £
		£	HGV £

£

Total £

The account holder hereby applies to contract with AllStar Business Solutions Ltd for fuel cards. The account holder undertakes that the information given in connection with this application is true and complete. The account holder consents to AllStar Business Solutions Ltd and/or its associated companies making such enquiries as it shall consider necessary regarding this application and accepts that AllStar Business Solutions Ltd reserves the right at its absolute discretion to reject this application without being required to state a reason. If the application is accepted, the account holder agrees to be bound by the Terms and Conditions of Use enclosed, at section 10 of this application form. Authorised Signature (on behalf of the Account Holder): Title: First Name: Surname: Job Title/Dept.: Co. Name ("account holder"):

Please ensure you have authorised this application by signing section 7 above.

Office Use Only	
DD	Security £:
Credit Limit:	Account Status:
Approval Date:	Account Number:
Application Checked By:	Payment Terms:
CC Authority:	Credit Sign Off:
Accept:	Reject:
Date (DD/MM/YYYY):	
Comments:	



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form and send it to:	Originators Identification Number
Local Account Card Fuel Team AllStar Business Solutions PO BOX 1463	6 9 7 6 8 2
PD 49 Windmill Hill Swindon	For ALLSTAR BUSINESS SOLUTIONS LTD Official Use Only This is not part of the Instruction to your Bank or Building Society
Wiltshire SN5 6PS	Sent From:
Name(s) of Account Holder(s)	Name:
	Dept.:
	Account:
Bank/Building Society account number	
Branch Sort Code	Instruction to your Bank or Building Society
Name and full postal address of your Bank or Building Society	Please pay AllStar Business Solutions Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with AllStar Business Solutions Ltd and, if so, details will be
To: The Manager: Bank/Building Society:	passed electronically to my Bank/Building Society.
Address:	Signatures(s)
Postcode:	Print Name:
Reference Number	Date:
1	

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.

This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay by Direct Debit.
- If there are any changes to the amount, date or frequency of your Direct Debit ALLSTAR BUSINESS SOLUTIONS LTD will notify
 you 5 working days in advance of your account being debited or as otherwise agreed. If you request ALLSTAR BUSINESS
 SOLUTIONS LTD to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of the Direct Debit by ALLSTAR BUSINESS SOLUTIONS LTD or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society If you receive a refund you are not entitled to, you must pay it back when ALLSTAR BUSINESS SOLUTIONS LTD asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required.
 Please also notify us.

9 Murco Local Account Card New Card Request Form / Card Embossing Form Form A

Use this ONLY when ordering new cards. Please use Adobe Acrobat 7.0 or later to fill in this form or print out and complete manually. Please note that all fields are mandatory with the exception of the Cost Centre Columns and Invoice Centre.

Company Name: (max. 27 characters can be embossed)	Telephone number:	
Org./Account Number:	Email address:	
Requestor's Name:	Date (dd/mm/yyyy):	

(A) Card	Invoice	Cost Centre (1	0 character spaces only)		Driver Surname	Driver Initials	Vehicle Reg.	(B)
Purch Type	Centre	Division	Sub-Division	Branch	Driver Surriame	Driver iriitiais	Number	(B) Card Type
				1 A 1				
			-10 1	MAR				
		AP.						

(A) Card purchase type	Code
All Fuels	AF
All Fuels & Oil	AF & O
All Fuels & Oil & Shop	AFOS

(B) Which Card type is required?	Code
Driver Name	D
Vehicle Registration Number	R
Driver and Vehicle	В

Office Use Only	
Keyed by	
Date	\int

DEFINITIONS

Agreement

This agreement between you and us. including the application form.

Anniversary

The date 12 months after the start date of this agreement, and the same date every year after that.

Cards

A fuel card, a maintenance card or a fuel and maintenance card or other payment method we have issued.

Card charge

A yearly charge (plus VAT) that we charge you for each card.

Card holder

The person you authorise to use the card.

Consequential Losses that are not a direct result of anyone breaking any of the terms of this agreement.

Franchised outlets

Suppliers who are acting as our authorised selling agents and who hold franchise agreements with us or any of our associated companies.

Goods and services

Goods and services you can buy using the card including petrol, diesel, liqueed petroleum gas, engine oil, vehicle-related goods, tyres, batteries, exhausts, windscreen replacements, vehicle servicing, repairs, maintenance services, vehicle breakdown recovery, car hire and other services we may include from time to time.

Website

The areas of our website which are protected by a password or any other website we authorise you to access in connection with this agreement or cards.

We, us, our You, your

AllStar Business Solutions Ltd The account holder.

1 Authorisation

By signing your card or using it you agree to keep to these conditions. It also means that you agree to pay us for any goods and services our franchised outlets supply to you or to the card holder.

The card is valid until its expiry date or until vou or we cancel it, whichever happens earlier. Only you and the card holder can use the card. You must make sure that the card holder signs their name or writes their vehicle registration number on the back of the **card** (or does both) to prevent unauthorised use which you will be liable for. The card holder must present the card at the franchised outlet before they buy goods and services so that the franchised outlet is aware that they are about to make a sale as an agent for us.

The card holder must make sure that the correct vehicle registration number and mileage has been recorded on a voucher for each purchase.

If they do not do this or if they do not meet any other condition of this agreement, you are still responsible for any goods and services supplied to you, to the card holder or to another person, with or without your approval.

3 Cards

Each card will show your name and the expiry date. The card may also show the card holder's name, the registration number of the vehicle it is used for, our phone number, vour phone number and the maximum amount (including VAT) the card holder can spend on goods and services in any one use without rst getting our or your authorisation. If the signature panel on the back of the card is marked or is not lled in correctly, a franchised outlet may conscate the card

We may charge a fee for issuing replacement cards. franchised outlets may also refuse to accept the card if it is not being used in line with the conditions that we agree with franchised outlets.

4 Accounts

Each week (or other period we have agreed with you in writing) we will send you an invoice, or produce invoice on the website, showing all purchases made using the card, less any credits or refunds.

You must pay the invoice in full, by direct debit, within 14 days (or other period we have agreed with you in writing) of the date of the invoice (the payment due date).

we will charge interest at a rate of 3% over the National Westminster Bank Plc base rate. We work out interest on a day-to-day basis on any amount outstanding on the payment due date until you pay the invoice in full.

We will continue to charge interest until you have paid the amount due, whether or not the agreement has ended or a court judgement has been made

If any amount is still unpaid more than ve weeks after the payment due date, we may cancel any or all of your cards and end this agreement (clause 10 of this agreement applies to any cards that we cancel).

We may charge you an administration fee if we do not receive a payment because there is not enough money in your account to cover the direct debit or because you have cancelled the direct debit.

We may also charge a fee for any copies of invoices or sales vouchers you ask us to send you for transactions dating back more than three months. However, we do not have to give you information about transactions dating back more than six months.

5 Payments

We will use your payments and any credits or refunds you are entitled to rst to pay off any interest you owe us and second to reduce any amounts you owe.

If you make a claim against any franchised outlet or other supplier in relation to goods or services they have supplied to you or the card holder, you cannot take the amount of your claim from any money you owe us or claim it back from us. Also, we will not pay you directly for any amounts you are claiming from any franchised outlet or other supplier.

If we find that you have given us false or incomplete information, or that vou have broken any of the conditions in this agreement, we will demand that you pay **us** any money **you** owe **us** immediately. By doing this we will not lose any of our rights under clause 10 of this agreement.

7 Lost or stolen cards and unauthorised use

If your card is lost or stolen, or someone who is not (or is no longer) authorised to use your card has it, you must phone us immediately and also tell us in writing by fax, e-mail or post within 48 hours of phoning us. (Please see clause 17 for our contact details.)

Where we receive written details within 48 hours, you will not be responsible for any purchases made using that card from the date vou phoned us. If vou do not contact us in writing within 48 hours, you will be responsible for all purchases made with that card until we receive written notication. Once you have told us in writing about the loss, theft or unauthorised use of the card, and as long as you follow this clause in full and have met all of your obligations in this agreement, vou will not be responsible for any new purchases made with that card by anyone other than you or a card holder.

You should tell us all you know about the circumstances of the loss or theft and take all reasonable steps to help to get the missing card back.

This includes contacting the police and getting a crime reference number and giving that to us

You must also make sure that anyone who is no longer authorised to use a card does not keep their card.

From time to time, we may give you access to the website. You must keep to the website conditions, and not allow anyone else to use it. We may at any time withdraw our permission for you to access the website. You must keep any security or access codes we give you condential, and tell us immediately if you think anyone else knows the codes

You must tell us immediately in writing if your name, address or bank details change. We will assume that any information we send by pre-paid post to the address we currently hold for you will reach you the day after we post it (not including Sundays or bank holidays).

10 Cancelling cards and changing this agreement

All cards remain our property. We may, at any time. cancel any card, refuse to issue a new or replacement card, or end this agreement by sending you written notice. If we cancel your card or end this agreement, this will take effect immediately and you must return every card to us straight away.

If you write to us asking us to cancel a card or where we cancel any card, we may ask you to cut it in half for security reasons and return it to us. If you do not return the cancelled **card**, **you** will still be responsible for any purchases made with that **card**.

If you cancel a card or end this agreement, in line with this or any other clause in this agreement, you are still responsible for any purchases made with the card

except for a card you have reported to us as lost or stolen, or a card that we agree to treat as lost or stolen.

We may charge you an administration fee for treating the card as lost or stolen. If you use a card after it has been cancelled, \mathbf{we} may charge \mathbf{you} an administration fee and any costs associated with getting the cancelled card back. We may also charge you for any rewards we pay to franchised outlets for getting back cards which you ask us to cancel and which we agree to treat as lost or stolen

If we write to you with details of any changes to this agreement and you or the card holder use the card, this shows that you accept those changes.

We will write to tell you about different terms and charges which will be applicable if we adopt chip and pin technology and issue new cards to you.

11 Card charge

Every year, we make a card charge on each card we issue. We may change the card charge at any time by telling you on your invoice. Any new card charge that we tell you about will be valid from the following anniversary of this agreement and we will charge you for any amounts due

When we work out the card charge, we assume that all of your cards are used. If any of your cards are not used, or are used less than we thought they would be, we may work out an amended card charge based on the cards that are actually being used and apply that card charge to all of your cards, regardless of whether they are used. In this case, the amended card charge will apply from the start of this agreement.

12 Exclusions and limits

This agreement includes everything we are responsible or liable for. If something is not clearly mentioned in this agreement, we do not accept responsibility or liability for it. Also, we do not accept responsibility or liability for any obligations that are expressed or implied unless the law says that we cannot exclude responsibility for such obligations. Our total responsibility for goods and services you buy from us at franchised outlets is limited to the amount we can claim back from them, which we will then pass on to vou. We are not responsible to vou, and vou are not responsible to us, for any loss of prots or goodwill or any other indirect or consequential losses resulting from anyone breaking any of the terms of this agreement. We cannot accept any liability that relates to the accuracy of, or using, the mileage capture

13 Agency, transfer, change of control and subsidiaries

We may transfer all of our rights and responsibilities under this agreement. This may include the right to collect any debt you owe us. If we transfer our rights and obligations under this agreement to a third party, they will charge you a reasonable administration fe for collecting any outstanding debt. The third party will use the account details (yourr personal information or information about you) to help them to collect the debt. The third party will keep this information and use it to help other users of its services to make decisions about supplying future services to you. To help us carry out this agreement, we may also appoint an agent. This agent will be entitled to use any of our rights under this agreement.

You must not transfer this agreement without our written permission.

If there is a change in ownership of more than 50% of your shares or a change in control of your organisation, or if your business changes signicantly at any time during this agreement, we have the right to end this agreement immediately, and all of our

If we agree, we may issue cards to one of you subsidiary companies, which will then become vour representative for the purpose of this agreement. This makes you and the subsidiary company jointly and separately responsible for keeping to the terms of this

We will tell you about any alterations to the terms set out in this agreement. If we transfer this agreement to another person or organisation, its terms will still apply to **you**. Although **we** may vary this **agreement** at any time, it contains all of the terms and conditions that will apply to how we supply the goods and services to

This agreement replaces any earlier written or oral agreement. We can delay enforcing, or choose not to enforce, our rights under the agreement without losing

15 Credit checks and marketing

We, or a third party, may make, or ask our agents to make, regular credit checks on you. This will involve giving information about you to licensed credit reference agencies.

Occasionally **we** may use the information **you** give **us** to let you know about the goods and services you can use your card for. We will also tell you about offers and other services that our group of companies provides.

16 This agreement is only governed by English law.

17 Contact details

You can contact us in the following ways.

By post: AllStar Business Solutions Ltd

Post Department 56 PO Box 1463 Windmill Hill Swindon

SN5 6PS

By phone: 0870 842 3258 (9am to 5.15pm, Monday to Friday not including bank holidays)

By e-mail: fuelteam@allstarcard.co.uk

We may monitor and record phone calls. We do this so we can check what was said and also to help train our staff.

Cards are managed by AllStar Business Solutions Ltd, PO Box 1463, Windmill Hill, Swindon, SN5 6PS.

Registered number 2631112 England and Wales.

Please sign

these Terms and Conditions of Use	
Print Name:	

L the Account Holder agree with

Signature:

Date:

responsibilities in it will end.



For more information call now on 0870 842 3258

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DEFINITIONS

Agreement

This **agreement** between **you** and **us**, including the application form.

Anniversary

The date 12 months after the start date of this agreement, and the same date every year after that.

Cards

A fuel **card**, a maintenance **card** or a fuel and maintenance **card** or other payment method **we** have issued.

Card charge

A yearly charge (plus VAT) that **we** charge **you** for each **card**.

Card holder

The person **you** authorise to use the **card**.

...

Consequential Losses that are not a direct result of losses anyone breaking any of the terms of this agreement.

Franchised outlets

Suppliers who are acting as **our** authorised selling agents and who hold franchise **agreements** with **us** or any of **our** associated companies.

Goods and services Goods and services you can buy using the card including petrol, diesel, liqueed petroleum gas, engine oil, vehicle-related goods, tyres, batteries, exhausts, windscreen replacements, vehicle servicing, repairs, maintenance services, vehicle breakdown recovery, car hire and other services we may include from time to time.

Website

The areas of **our website** which are protected by a password or any other **website** we authorise **you** to access in connection with this **agreement** or **cards**.

We, us, our You, your AllStar Business Solutions Ltd. The account holder.

1 Authorisation

By signing your card or using it you agree to keep to these conditions. It also means that you agree to pay us for any goods and services our franchised outlets supply to you or to the card holder.

2 Using the card

The card is valid until its expiry date or until you or we cancel it, whichever happens earlier. Only you and the card holder can use the card. You must make sure that the card holder signs their name or writes their vehicle registration number on the back of the card (or does both) to prevent unauthorised use which you will be liable for. The card holder must present the card at the franchised outlet before they buy goods and services so that the franchised outlet is aware that they are about to make a sale as an agent for us.

The **card holder** must make sure that the correct vehicle registration number and mileage has been recorded on a voucher for each purchase.

If they do not do this or if they do not meet any other condition of this agreement, you are still responsible for any goods and services supplied to you, to the card holder or to another person, with or without your approval.

3 Cards

Each card will show your name and the expiry date. The card may also show the card holder's name, the registration number of the vehicle it is used for, our phone number, your phone number and the maximum amount (including VAT) the card holder can spend on goods and services in any one use without rst getting our or your authorisation. If the signature panel on the back of the card is marked or is not lled in correctly, a franchised outlet may conscate the card.

We may charge a fee for issuing replacement cards. franchised outlets may also refuse to accept the card if it is not being used in line with the conditions that we agree with franchised outlets.

4 Accounts

Each week (or other period we have agreed with you in writing) we will send you an invoice, or produce an invoice on the website, showing all purchases made using the card, less any credits or refunds.

You must pay the invoice in full, by direct debit, within 14 days (or other period we have agreed with you in writing) of the date of the invoice (the payment due date).

If you do not pay any amount by the payment due date we will charge interest at a rate of 3% over the National Westminster Bank Plc base rate. We work out interest on a day-to-day basis on any amount outstanding on the payment due date until you pay the invoice in full.

We will continue to charge interest until you have paid the amount due, whether or not the agreement has ended or a court judgement has been made.

If any amount is still unpaid more than ve weeks after the payment due date, we may cancel any or all of your cards and end this agreement (clause 10 of this agreement applies to any cards that we cancel).

We may charge you an administration fee if we do not receive a payment because there is not enough money in your account to cover the direct debit or because you have cancelled the direct debit.

We may also charge a fee for any copies of invoices or sales vouchers you ask us to send you for transactions dating back more than three months. However, we do not have to give you information about transactions dating back more than six months.

5 Payments

We will use your payments and any credits or refunds you are entitled to rst to pay off any interest you owe us and second to reduce any amounts you owe.

If you make a claim against any franchised outlet or other supplier in relation to goods or services they have supplied to you or the card holder, you cannot take the amount of your claim from any money you owe us or claim it back from us. Also, we will not pay you directly for any amounts you are claiming from any franchised outlet or other supplier.

6 Breach

If we find that you have given us false or incomplete information, or that you have broken any of the conditions in this agreement, we will demand that you pay us any money you owe us immediately. By doing this we will not lose any of our rights under clause 10 of this agreement.

7 Lost or stolen cards and unauthorised use

If your card is lost or stolen, or someone who is not (or is no longer) authorised to use your card has it, you must phone us immediately and also tell us in writing by fax, e-mail or post within 48 hours of phoning us. (Please see clause 17 for our contact details.)

Where we receive written details within 48 hours, you will not be responsible for any purchases made using that card from the date you phoned us. If you do not contact us in writing within 48 hours, you will be responsible for all purchases made with that card until we receive written notication. Once you have told us in writing about the loss, theft or unauthorised use of the card, and as long as you follow this clause in full and have met all of your obligations in this agreement, you will not be responsible for any new purchases made with that card by anyone other than you or a card holder.

You should tell us all you know about the circumstances of the loss or theft and take all reasonable steps to help to get the missing card back.

This includes contacting the police and getting a crime reference number and giving that to **us**.

You must also make sure that anyone who is no longer authorised to use a card does not keep their card.

8 Our website

From time to time, we may give you access to the website. You must keep to the website conditions, and not allow anyone else to use it. We may at any time withdraw our permission for you to access the website. You must keep any security or access codes we give you condential, and tell us immediately if you think anyone else knows the codes.

9 Notice

You must tell us immediately in writing if your name, address or bank details change. We will assume that any information we send by pre-paid post to the address we currently hold for you will reach you the day after we post it (not including Sundays or bank holidays).

10 Cancelling cards and changing this agreement

All cards remain our property. We may, at any time, cancel any card, refuse to issue a new or replacement card, or end this agreement by sending you written notice. If we cancel your card or end this agreement, this will take effect immediately and you must return every card to us straight away.

If you write to us asking us to cancel a card or where we cancel any card, we may ask you to cut it in half for security reasons and return it to us. If you do not return the cancelled card, you will still be responsible for any purchases made with that card.

If you cancel a card or end this agreement, in line with this or any other clause in this agreement, you are still responsible for any purchases made with the card

except for a **card you** have reported to **us** as lost or stolen, or a **card** that **we** agree to treat as lost or stolen.

We may charge you an administration fee for treating the card as lost or stolen. If you use a card after it has been cancelled, we may charge you an administration fee and any costs associated with getting the cancelled card back. We may also charge you for any rewards we pay to franchised outlets for getting back cards which you ask us to cancel and which we agree to treat as lost or stolen.

If we write to you with details of any changes to this agreement and you or the card holder use the card, this shows that you accept those changes.

We will write to tell you about different terms and charges which will be applicable if we adopt chip and pin technology and issue new cards to you.

11 Card charge

Every year, we make a card charge on each card we issue. We may change the card charge at any time by telling you on your invoice. Any new card charge that we tell you about will be valid from the following anniversary of this agreement and we will charge you for any amounts due.

When we work out the card charge, we assume that all of your cards are used. If any of your cards are not used, or are used less than we thought they would be, we may work out an amended card charge based on the cards that are actually being used and apply that card charge to all of your cards, regardless of whether they are used. In this case, the amended card charge will apply from the start of this agreement.

12 Exclusions and limits

This agreement includes everything we are responsible or liable for. If something is not clearly mentioned in this agreement, we do not accept responsibility or liability for it. Also, we do not accept responsibility or liability for any obligations that are expressed or implied unless the law says that we cannot exclude responsibility for such obligations. Our total responsibility for goods and services you buy from us at franchised outlets is limited to the amount we can claim back from them, which we will then pass on to vou. We are not responsible to vou, and vou are not responsible to us, for any loss of prots or goodwill or any other indirect or consequential losses resulting from anyone breaking any of the terms of this agreement. We cannot accept any liability that relates to the accuracy of, or using, the mileage capture

13 Agency, transfer, change of control and subsidiaries

We may transfer all of our rights and responsibilities under this agreement. This may include the right to collect any debt you owe us. If we transfer our rights and obligations under this agreement to a third party, they will charge you a reasonable administration fee for collecting any outstanding debt. The third party will use the account details (yourr personal information or information about you) to help them to collect the debt. The third party will keep this information and use it to help other users of its services to make decisions about supplying future services to you. To help us carry out this agreement, we may also appoint an agent. This agent will be entitled to use any of our rights under this agreement.

You must not transfer this agreement without our written permission.

If there is a change in ownership of more than 50% of your shares or a change in control of your organisation, or if your business changes signicantly at any time during this agreement, we have the right to end this agreement immediately, and all of our responsibilities in it will end.

If we agree, we may issue cards to one of your subsidiary companies, which will then become your representative for the purpose of this agreement. This makes you and the subsidiary company jointly and separately responsible for keeping to the terms of this agreement.

14 This agreement

We will tell you about any alterations to the terms set out in this agreement. If we transfer this agreement to another person or organisation, its terms will still apply to you. Although we may vary this agreement at any time, it contains all of the terms and conditions that will apply to how we supply the goods and services to you.

This agreement replaces any earlier written or oral agreement. We can delay enforcing, or choose not to enforce, our rights under the agreement without losing them.

15 Credit checks and marketing

We, or a third party, may make, or ask our agents to make, regular credit checks on you. This will involve giving information about you to licensed credit reference agencies.

Occasionally we may use the information you give us to let you know about the goods and services you can use your card for. We will also tell you about offers and other services that our group of companies provides.

16 This agreement is only governed by English law.

17 Contact details

You can contact us in the following ways.

By post: AllStar Business Solutions Ltd

Post Department 56 PO Box 1463 Windmill Hill Swindon

SN5 6PS

By phone: 0870 842 3258 (9am to 5.15pm, Monday to Friday not including bank holidays)

By e-mail: fuelteam@allstarcard.co.uk

We may monitor and record phone calls. We do this so we can check what was said and also to help train our staff.

Cards are managed by AllStar Business Solutions Ltd, PO Box 1463, Windmill Hill, Swindon, SN5 6PS.

Registered number 2631112 England and Wales.



THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all banks and building societies that accept instructions to pay by Direct Debit.
- If there are any changes to the amount, date or frequency of your Direct Debit ALLSTAR BUSINESS SOLUTIONS LTD will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request ALLSTAR BUSINESS SOLUTIONS LTD to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of the Direct Debit by ALLSTAR BUSINESS SOLUTIONS LTD or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society - If you receive a refund you are not entitled to, you must pay it back when ALLSTAR BUSINESS SOLUTIONS LTD asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



For more information call now on 0870 842 3258

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