

Approved Reference	<input type="text"/>
Approved By	<input type="text"/>
Sales Reference	<input type="text"/>

1. Details

<p>Company Name <input style="width: 90%;" type="text"/></p> <p>Trading Style <input style="width: 90%;" type="text"/></p> <p>Registered Office/ Full Address <input style="width: 90%;" type="text"/> <input style="width: 90%;" type="text"/> <input style="width: 90%;" type="text"/></p> <p>Company Registration Number <input style="width: 90%;" type="text"/></p> <p>Invoice Address <input style="width: 90%;" type="text"/> <input style="width: 90%;" type="text"/> <input style="width: 90%;" type="text"/></p> <p>Nature of Business <input style="width: 90%;" type="text"/></p> <p>When Business Commenced <input style="width: 15%;" type="text"/> No. Of Employees <input style="width: 15%;" type="text"/></p>	<p>Name(s) of interested Parties, Directors, Proprietors/Partners</p> <p>Name 1 <input style="width: 90%;" type="text"/></p> <p>Position in company <input style="width: 90%;" type="text"/></p> <p>Name 2 <input style="width: 90%;" type="text"/></p> <p>Position in company <input style="width: 90%;" type="text"/></p> <p>Main Contact <input style="width: 90%;" type="text"/></p> <p>Telephone <input style="width: 90%;" type="text"/></p> <p>Mobile <input style="width: 90%;" type="text"/></p> <p>Email <input style="width: 90%;" type="text"/></p>
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2. Vehicle Details

Number of Vehicles <input style="width: 90%;" type="text"/>	Estimated Monthly Purchases € <input style="width: 90%;" type="text"/>
Vehicles Owned or Leased <input style="width: 90%;" type="text"/>	Usage of Road Diesel Ltr. <input style="width: 90%;" type="text"/>

3. Trade References

<p>Company Name <input style="width: 90%;" type="text"/></p> <p>Address <input style="width: 90%;" type="text"/> <input style="width: 90%;" type="text"/> <input style="width: 90%;" type="text"/></p> <p>Contact Name <input style="width: 90%;" type="text"/></p> <p>Telephone No. <input style="width: 90%;" type="text"/></p>	<p>Company Name <input style="width: 90%;" type="text"/></p> <p>Address <input style="width: 90%;" type="text"/> <input style="width: 90%;" type="text"/> <input style="width: 90%;" type="text"/></p> <p>Contact Name <input style="width: 90%;" type="text"/></p> <p>Telephone No. <input style="width: 90%;" type="text"/></p>
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4. Standard Invoice Payment Terms

Invoices are issued on a monthly basis and payment is by Direct Debit on or after the 20th of the following month or as agreed. I/We have read the Card Terms & Conditions of Use and agree to abide by them. I/We agree and understand that Stewarts TopOil shall not be obliged to accept this application, nor give any reason for refusing same, nor to enter into any correspondence in regard thereto.

Authorised Signature <input style="width: 90%;" type="text"/>	Position in company <input style="width: 90%;" type="text"/>
Date <input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>



Stewarts *top* Oil

Tel: 071 967 0100 Fax: 071 966 2739
email: info@stewarts.ie www.stewarts.ie

5. Card Order Details

New or Existing Customer (Please Tick)

New

Existing

Customer Name to appear on Card (Max 20 Characters)

Number of Cards Required

Other Information on Card (Maximum 20 Characters)

1	<input type="text"/>
2	<input type="text"/>
3	<input type="text"/>
4	<input type="text"/>
5	<input type="text"/>
6	<input type="text"/>
7	<input type="text"/>
8	<input type="text"/>
9	<input type="text"/>
10	<input type="text"/>
11	<input type="text"/>
12	<input type="text"/>
13	<input type="text"/>
14	<input type="text"/>
15	<input type="text"/>
16	<input type="text"/>
17	<input type="text"/>
18	<input type="text"/>
19	<input type="text"/>
20	<input type="text"/>

DIRECT DEBIT MANDATE



APPLICATION FORM

Instruction to your Bank to pay Direct Debits

Please complete this Application Form and Direct Debit Mandate.

Originators Identification No. (OIN)

3 0 4 6 0 8

Please complete parts 1 to 4 below to instruct your Bank to make payments directly from your account, then return this form to:

Stewarts Fueloils Ltd.,
Corn Mills, Boyle, Co. Roscommon

Originators Reference : Stewarts Fueloils

Company Name

Address

Phone

Mobile

Fax

Email

Signature 1

Date

Position in Company

Signature 2

Date

Position in Company

1

Bank

Limited

Branch and
Address

2

Name of Account Holder to be debited

3

Sort Code Number

4

Account Number

I instruct you to pay Direct Debits from my account at the request of Stewarts Fueloils Ltd. I confirm that the amounts to be debited are variable and may be debited on various dates. I shall duly notify the Bank in writing if I wish to cancel this instruction. I shall also notify Stewarts Fueloils Ltd. of such cancellation.

The Direct Debit Guarantee

This is a guarantee provided by your own Bank as a member of the Direct Debit Scheme, in which Banks and Originators of Direct Debits participate. If you authorise payment by Direct Debit, then Your Direct Debit Originator will notify you in advance of the amounts to be debited to your account. Your Bank will accept and pay such debits, provided that your account has sufficient available funds. If it is established that an unauthorised Direct Debit was charged to your account, you are guaranteed a prompt refund by your Bank of the amount so charged. You can cancel the Direct Debit Instruction in good time by writing to your Bank.

The following terms and conditions govern the use of the Stewarts Fuel Card

1. Definitions

- (a) In these terms 'The Company' means Stewarts Fuels Ltd., the companies in its group and its successors.
- (b) 'Network' means the Network of Locations through which the Company works.
- (c) 'Locations' means authorised locations, which appears in the Company's Network Fuel Card Directory as such Directory may be varied from time to time.
- (d) 'Card' means the card issued by the Company to the Cardholder for the purpose of drawing Product from a Location or the Network.
- (e) 'Cardholder' means the person or company in whose name the account is maintained and includes employees, subcontractors or any other person acting on behalf of the Cardholder.
- (f) 'Credit Limit' means the maximum amount expressed in money terms which the Company may from time to time specify to a Cardholder as being the limit of purchases of Product on credit that may from time to time be made with any Card.
- (g) 'Product' means stocks of diesel fuel and gas oil available in some or all of the Network of Locations.
- (h) 'Notified Price' means the price notified to the Cardholder by the Company from time to time as a result of market conditions or on any other basis.
- (i) 'Safety Checklist' means the checklist of safety measures to be observed by persons at all Locations furnished by the Company to the Cardholder for use by the Cardholder.

2. Business User

The Cardholder has entered into this Agreement in order to obtain supplies of Product in the Network for use in the Cardholder's business and the Cardholder hereby declares that it shall receive all such Product in the course of the business carried out by it.

3. Applications and Credit Limit

- (a) All applications for the issue of Cards shall be at the absolute discretion of the Company.
- (b) The company may specify from time to time at its absolute discretion the Credit Limit of the Cardholder.
- (c) Each Card will be valid for use of the Cardholder to the extent of the Credit Limit up to eighteen months from the date of issue.
- (d) All risk of loss will pass to and be borne by the Cardholder from the date of despatch of the Card.

4. Price

- (a) All diesel fuel is chargeable at the Notified Price. The Company reserves the right to vary rebates, discounts, allowances, premiums or surcharges at any time.
- (b) All prices are subject to all Government or other taxes, duties, levies, charges, surcharges, assessments or impositions where applicable at the appropriate rate and any variation of the same at any time for the account of the Cardholder.

5. Payment

- (a) The Company or its agent will send the Cardholder a statement of charges for Product drawn by the Cardholder on a monthly basis or on any alternative basis as may be agreed between the Company and the Cardholder from time to time.
- (b) The Cardholder will be invoiced on a monthly/weekly basis. Payment shall be made by way of direct debit on the account of the Cardholder on or after the 20th day of the month following the day of delivery or as may otherwise be agreed between the Company and the Cardholder from time to time; and in order to comply with the direct debit requirement the Cardholder shall at all times :
 - (c) maintain a bank account capable of accepting direct debits; and
 - (d) keep the Company provided with an effective direct debiting mandate against such account; and
 - (e) ensure that every direct debit properly instanced by the Company against such account is duly met.
- (f) If for any reason the Cardholder has not paid the full statement value by the due date the Company reserves the right to charge interest on the account of the Cardholder at the rate of 5% per annum above the base rate of Bank of Ireland Plc, payable from the due date until the date full payment has been received.
- (g) Upon the Cardholder becoming bankrupt or going into liquidation, whether compulsory or voluntary, or having a receiver or examiner appointed over all or any part of the Cardholder's property or business, the total outstanding balance on the Cardholder's account shall immediately become due and payable in full and the right to use the Card shall automatically cease.
- (h) The Cardholder may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the Cardholder may have or allege to have or for any reason whatsoever.

(6) Card Usage

- (a) 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.
- (b) The Card may only be used to obtain Product at the Locations.
- (c) The Card remains the property of the Company at all times and may only be used up to the noted expiry date.
- (d) The Company may at its absolute discretion cancel a Card at any time without notice or refuse to issue a replacement Card.
- (e) On cancellation or termination of this Agreement, the Cardholder shall return all issued cards to the Company within 7 days.
- (f) Possession of the Card does not create any right in the Cardholder to receive Product.

7. PIN Numbers

- (a) A 4 digit PIN Number will be allocated to each Card.
- (b) PIN Numbers will be treated as confidential information and shall at all times be kept entirely separate from the Card.
- (c) If a PIN Number is disclosed to an unauthorised person the Cardholder must immediately notify the Company of the same in accordance with the notification procedure set out in Condition 8 below.
- (d) The PIN Number is only for use at outdoor terminals within the Network of Locations.

8. Lost or Stolen Cards

- (a) If a Card is lost or stolen the Cardholder must immediately notify the Company by fax at such address and fax number as the Company may specify from time to time ;
- (b) 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 8a) save that no such release from responsibility will be given to the Cardholder if it can be established on the balance of probabilities that:
 - i) the Cardholder or the Cardholder's authorised representative gave the relevant Card to an unauthorised person ; or
 - ii) the loss of the Card was due to the gross negligence of either the Cardholder or the Cardholder's authorised representative;
 - iii) the Cardholder or the Cardholder's authorised representative failed to adhere to a request made by the Company or its representative to destroy the Card or to return the Card to the Company ; or
 - iv) the Cardholder was in breach of any of the terms and conditions of this Agreement.
- (c) The Cardholder shall pay the Company a administration charge of €10 in respect of any notification of such lost card or stolen card and its reissue.

9. Resale

Except where expressly agreed in writing by the Company 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 disposed of to any other persons.

10. Health and Safety at Locations

- (a) The Cardholder shall ensure that any person using the Card shall not tamper with or attempt to alter or interfere with the fuel monitoring device or fuel delivery equipment at any Location. In the event that there appears to be a defect or fault in such monitoring or fuel delivery equipment the Cardholder shall forthwith report the same to the Company.
- (b) The Cardholder shall ensure that each person authorised to use the Card is fully informed of the safety requirements detailed in the Safety Checklist and that each such person is furnished with the Safety Checklist. The Cardholder shall draw the attention of any employees and agents and any persons whose handling or using Product on his behalf or having access to it whilst in his possession or to whom he sells it to any instructions, warnings or suggestions concerning the methods whereby or the conditions whereupon it should be used or handled contained or referred to in the Safety Checklist or displayed at the Locations or at any particular Location and shall ensure compliance by any person using or handling Product with the instructions, warnings or suggestions mentioned or referred to therein.
- (c) The Cardholder shall fully indemnify the Company and keep the Company fully indemnified against all liability, including employer's liability in respect of any damage to the property of the Company, 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 Locations or Product not being damage to property, death or personal injury caused by the negligence of the Company.
- (d) The Cardholder shall fully indemnify the Company in respect of any loss or liability whatsoever and whensoever suffered or incurred by the Company by reason of 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. Liability of the Company

- (a) The present Agreement shall not be understood to contain any warranty on the part of the Company that any Product is available at any particular Location.
- (b) The Company 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.
- (c) The Company shall be under no liability whatever to the Cardholder for any indirect loss and/or expense (including loss of profit) suffered by the Cardholder arising out of a breach by the Company of any provision of the Agreement. In the event of any breach by the Company of any provision of this Agreement, the remedies of the Cardholder shall be limited to damages. Under no circumstances shall the liability of the Company exceed the price of the Product in question.
- (d) The Company accepts no responsibility and shall not be liable to the Cardholder in respect of any injury, loss, damage, inconvenience or expense directly or indirectly arising from a failure (for whatever reason) on the part of an automatic dispensing pump to dispense Product at a Company Location or for the cancellation of any Card or for a refusal to provide a replacement Card.

12. Data Protection

The Company undertakes to keep and use the information provided by the Cardholder and pertaining to the Cardholder's account only for the purposes of managing the Cardholder's account, and further undertakes not to disclose such information to any third party without the consent of the Cardholder except as otherwise permitted by law.

13. Variation, Assignment and Force Majeure

- (a) The Company 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.
- (b) This Agreement shall not be assignable in whole or in part by the Cardholder without the prior written consent of the Company.
- (c) Neither party shall be liable for any default due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.
- (d) Unless the Company expressly states otherwise in connection with any particular promotions, the Card does not entitle the Cardholder to participate in any of the Company's special offers that may be available from time to time.

(e) The Cardholder shall immediately notify the Company of any change to the Cardholder's address.

14. Applicable Law, Commencement and Termination

- (a) This Agreement is governed in all respects by the law of Ireland and the parties agree to submit to the non-exclusive jurisdiction of the Irish courts.
- (b) This Agreement shall come into force immediately upon the due delivery by the Company of any Card to the Cardholder.
- (c) Without prejudice to the above entitlement of the Company to cancel a Card at any time without notice or to refuse to issue a replacement Card at its absolute discretion, either party shall be entitled forthwith to terminate this Agreement by written notice to the other.