Lambe's Oil FUEL CARD APPLICATION FORM









LAMBE'S OIL FUEL CARD

Application Form

Lambe's Oil, Cloncollig Industrial Estate, Church Road, Tullamore, Co. Offaly

Account Ref

For office use only

1. COMPANY DETA	ILS		
Company Name			e Address(es) of Interested Parties, Directors
Trading Style		Proprietors/Partne	rs
Full Address		Address 1	
-			
VAT No.		Telephone	
Company Reg No			
Registered Office		Name 2	
-		Address 2	
l		Telephone	
Nature of Business		If not at this addre	ess for two years or more please give details
When Business Commenced	No. of Employees	of previous name,	
Main Contact		Name 1	
Telephone		Address 1	
Mobile	Fax		
Email		Name 2	
Invoice via	Yes No	Address 2	
L-bining			
2. DETAILS OF VEH		E ati	under d. Marakhika Daurakanana 🔽
Number of Vehicles			mated Monthly Purchases €
Vehicles Owned or L Please note there is m	_eases	Usag	ge of Road Diesel
Please state current C			
3. TRADE REFEREN	ICES		
Company Name		Company Name	
and Address		and Address	
l			
Contact Name		Contact Name	
Telephone [Number		Telephone Number	
Please note a copy o	f your company letterhead (if appropriate) must be sub	mitted with this applica	ation form.
4. STANDARD INVO	DICE PAYMENT TERMS		
have read the Card T	on a weekly/monthly basis and payment is by Direct De erms and Conditions of use and agree to abide to them s application nor to give any reason for refusing the sa	. I/We agree and under	stand that Lambe's Oil Limited shall not be
Authorised Signatur		Date	
of Company Full Name		Position held	
		in Company	

]	Position	he
J	in Comp	an



Fuel Card Order Form

5. INFORMATION TO APPEAR ON CARD

PIN Code (Please Tick $\sqrt{}$ one option below)

Lambe's Oil should choose unique 4 digit PIN code

Pick own unique 4 digit PIN code

If you have decided to pick your own unique PIN code please ensure you complete for each card.

															Pro (tick	duc k as r	ts requir	ed)			Tank Size	No pe	of Fills r week
	Reg Ni	umber	or Dr	iver N	lame								PIN Code	e	Dies	el P	etrol	Gas O	il Ker	osene	Litres		
1																							
2																							
3]											
4																							
5																							

Please photocopy if more cards are required

6. CUSTOMER SET UP FORM - OFFICE USE ONLY

Credit Limit		Date Received		
Credit Terms		Date Received by Credit		
Market		Date Approved		
Depot		Approved by		
Rep Name				Rebate
Rep Code		Products	Derv	
			Gas Oil	
Site Visit	Yes No		Unleaded	



SEPA Direct Debit Mandate

Unique Mandate Reference Number (UMR)

Creditor Identifier: IE46SDD304269

Legal Text: By signing this mandate form, you authorise (A)Tedcastles Oil Products to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instruction from Tedcastles Oil Products.

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which you account was debited. Your rights are explained in a statement that you can obtain from your bank.

Please complete all the fields below marked *

*Your Name							
*Your Address							
*City/Postcode	Country						
*Debtor IBAN(s)							
*Swift BIC							
Creditors Name Creditors Address Address Line 2 Address Line 3 County	LAMBE'S OIL LIMITED Line 1 MAIN DEPOT & DISTRIBUTION TINNYCROSS TULLAMORE OFFALY						
*Type of Payment Recurrent (Please tick √) or One-Off Payment							
*Date of Signing							
*Signature(s)							
Printed Name(s)							
Please return Completed Manda	ate to Lambe's Oil Limited, Cloncollig Industrial Estate, Church Road, Tullamore, Co. Offaly						

SEPA BUSINESS SERVICE DIRECT DEBITS DEBTOR CONFIRMATION

This Confirmation is given by the debtor named below ("Debtor") to the creditor named below ("Creditor") and to each paying bank of the Debtor (the "Debtor Bank") which is in receipt of one or more direct debits ("SEPA Direct Debit(s)") originated by the Creditor attributable to and for the account of the Debtor under and pursuant to the SEPA Core Direct Debit Scheme ("Scheme"). The purpose of this Confirmation is to facilitate the utilisation by the Debtor of SEPA Direct Debit(s) in order to pay sums owing by the Debtor in the ordinary course of its business to the Creditor. This Confirmation is governed by Irish Iaw.

The Debtor hereby irrevocably confirms to and for the benefit of the Creditor and each Debtor Bank:

- (A) That the Debtor is not a 'consumer'* for the purposes of the Payment Services Regulations**.
- (B) That the Debtor's right to a refund for any authorised SEPA Direct Debit shall extend only to such refund rights(s) as the Debtor may have under the Payment Services Regulations, and shall not include any other right to a refund arising under the rules of the Scheme, or in any direct debit mandate given by the Debtor to the Creditor in relation to the Scheme or otherwise, or in any terms of business issued by the Debtor Bank from time to time;
- (C) That in respect of any authorised SEPA Direct Debit which has been paid by the Debtor Bank, the Debtor Bank is authorised to reject any refund request(s) from the Debtor in respect of such SEPA Direct Debit other than in the circumstances described in (B) above.

This confirmation applies only to SEPA direct debits using the Debtor $\mathsf{IBAN}(\mathsf{s})$ and Creditor $\mathsf{ID}(\mathsf{s})$ listed below.

Debtor Name											
Debtor IBAN(s)											
Creditor Name	LAMBE'S OIL LIMITED										
Creditor ID(s)	IE46SDD304269										
Please sign	Signature(s)										
	Date										
Please return to	Creditors Name Creditors Address Lambe's Oil Limited, Cloncollig Industrial Estate, Church Road, Tullamore, Co. Offaly										

1. Definitions

- Definitions
 (a) In these conditions 'The Company' means Lambe's Oil and its successors and such companies as are or may become associates or subsidiaries of all of the above named company.
 (b) 'Network' means the Network of Locations through which the Lambe's Oil Fuelcards are accepted.
 (c) 'Location' means an authorised Location.
 (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 monetary 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 cards on the Cardholder's account.
 (g) 'Product' means stocks of diesel, petrol, lubricant, gas oil, adblue and kerosene available in some or all of the Network 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.

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 dispatch of the Card.

4. Price (a) All Products are chargeable at the Notified Price. The Company reserves the right to vary rebates, discounts, allowances, premiums or surcharges at anytime. A premium / rebate will be will applied on monthly accounts. (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

(c) At Lambe's Oil, fuel maybe purchased by the Cardholders at temperature corrected quantity as at 15 degrees Celsius controlled by calibrated dispensing pumps.

5. Payment
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(a) The Cardholder from time to time.
(b) The Cardholder from time to time.
(c) Main a bank account capable of accepting direct debits; and
(c) Main a bank account capable of accepting direct debits; and
(d) Keep the Company provided with an effective direct debits; and
(e) Ensure that every direct debit properly instanced by the Company against such account is duly met. If a payment is not cleared by the cardholder shall at effect.
(f) If or any reason the Cardholder has the full statement value by the due date the Company reserves the right to charge interest on the cardholder at the rate of 5% per annum above the base rate of Bank or Ireland PU against account capable for multiple build by the company provided with an effect.
(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 cardholder at the rate of 5% per annum above the base rate of Bank of Ireland PU. payable from the due date until the date full payment has been received.
(g) Upon 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 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 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 not writing of any queries or compliants in relation to their invoice within 10 calendar days of the invoice date. The invoice shall be deemed agreed by the cardholder.

reason whatsoever. (i) The cardholder must notify the company in writing of any queries or complaints in relation to their invoice within 10 calendar days of the invoice date. The invoice shall be deemed agreed by the cardholder. (j) Settlement amounts in a currency other than that of the original invoice will be converted on the creation date, based on the average exchange rate for the month of invoice plus a service charge of 4%, levied at the discretion of the Company. (k) For commercial customers that pay by direct debit, the Company will require the Cardholder to sign both a Sepa (Single Euro Payment Area) Business Mandate and a Debtors Confirmation (Waiver). As part of our quality assurance process for Sepa, the Seller may process a Direct Debit for the amount of $\oplus.01$ under the Sepa scheme. Under the Sepa Direct Debit Scheme, the Seller is required to notify the Cardholder of a direct debit transaction at least 14 calendar days prior to the due date. Please consider any commercial invoice or electronic communication provided by the Company to the Cardholder which includes the Sepa required information as pre – notification thus fulfilling this requirement.

6. Charges

(a) The Company may charge a fee to the Cardholder for the issue of the card either on the setting up of the account or upon replacement or renewal of the card. Any such card or administration fee for which the card holder will be liable shall be notified to the Cardholder and may be amended from time to time by the Company.
(b) If a Cardholders payment is not honored, the Company shall be entitled to charge the Cardholder a fee plus VAT to cover administration costs for each failed presentation. Any such administration fee for which the card holder will be liable shall be notified to the Cardholder and may be amended from time to time by the Company.
(c) Should the Cardholder require copies of sales receipts or Invoices on their card/account the Cardholder may be charged a fee at any time for such transactions.

7. Card Usage

(a) The Card may only be used by the Cardholder and the Cardholder is responsible for the safekeeping of the card and the prevention of unauthorized use.
(b) The Card may only be used to obtain Product at the Locations on the Network.
(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 immediately on demand the outstanding balance on the account, including all charges, fees and costs.
(f) Possession of the Card does not create any right in the Cardholder to receive Product.

8. 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 separate from the Card.
(c) If a PIN Number is disclosed to an unauthorized person the Cardholder must immediately notify the Company of the same in accordance with the notification procedure set out in Condition 9 below.

9. Lost or Stolen Cards

(a) If a Card is lost or stolen the Cardholder must immediately notify the Company by fax or email at such address and fax number or email address 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 9a) 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 the relevant Card to an authorised representative;
ii) 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

or iv) The Cardholder was in breach of any terms and conditions of this Agreement. (c) The Cardholder shall pay the Company an administration charge of €0.00 in respect of any notification of such lost card or stolen card and its re-issue.

10. 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.

11. Health and Safety at Locations

. Health and Satety 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 should 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 Cardholder should 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.

Or by reason or any ratice by the controler number to explore the company that any Product is available at any particular Location.
(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, expressed or implied, whether arising by common law or statute in relation to any transaction by or the 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 this 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 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 Location or for the cancellation of any Card or for a refusal to provide a replacement Card.
(e) The Company accepts no liability if aucholder in the verong grade of fuel into their vehicle. 13. Data Protection All information will be processed pursuant to the Data Protection Acts 1988 and 2003. The data you provide is captured for then or not no non payment we may pass your credit application and processing orcent in this situation, the debt collection agency. In this situation, the debt collection agency will be company processors for the back of non or payment we may pass your personal information onto and bet collection agency. In this situation, the data controller and will have to comply with the Data Protection Acts 1988 and 201

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 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. 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.

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

15. Applicable law, Commencement and Termination

(a) The 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 the Cards to the Cardholder.
(c) Without prejudice to the above entitlement of the Company to cancel a card at any time without notice or refuse to issue a replacement Cards at its absolute discretion, either party shall be entitled forthwith to terminate this agreement by written notice to the other

Lambe's Oil

Premier Oil & Fuel Distributor of the Midlands

- Competitive Pricing
- Quality Assurance
- Detailed Monthly Management Reports
- Secure Online Authorisation
- A Family Owned Irish Company
- Friendly, Efficient, Personalised Service

Forecourt Services

- Petrol & Diesel
- Kerosene
- Gas Oil
- Lubricants

Contact us on 057 9321000 or email sales@lambesoil.ie



