



## Conditions of use of BP Fuel Cards

These Conditions of Use apply to all BP Fuel Cards issued to the Customer by BP Oil UK Limited and International Card Centre Limited

### 1. Definitions & Interpretation

- 1.1 In these Conditions the following definitions apply:
- "Agreement" the contract with the Customer constituted by the Commercial Terms (where issued) and Application Form incorporating these Conditions of Use together with acceptance in writing by and/or the issue of Cards by ICC and/or BP (as appropriate);
- "Application Form" the application form completed by the Customer of which these Conditions form part;
- "Authorised User" any person authorised by the Customer to use any Card in accordance with the terms of this Agreement;
- "BP" BP Oil UK Limited a company incorporated in England and Wales (registered number 446915) whose registered office is at Chertsey Road, Sunbury on Thames, Middlesex, TW16 7BP;
- "BP Account Manager" the BP on-line account management system accessed via the BP PLUS website which allows the Customer to manage its Card account or such other system as BP may replace it with from time to time;
- "BP Alerts" part of the BP Account Manager which may be used by the Customer to automatically alert the Customer when a Card has been used other than in accordance with specific limits on the use of the Card set by the Customer;
- "BP Appointed Agent" shall mean and include any person who is authorised to accept Cards or has a Fuel Supply Agreement with BP and any other company or the appointed agent of such company who is authorised by BP to accept Cards in payment for supplies of Goods and/or Services;
- "BP Agency Card" means a fuel card supplied by BP, bearing the words UK Agency.
- "BP PLUS Card" means a fuel card supplied by BP, bearing the words BP PLUS and the Routex logo.
- "BP PLUS Bunker Card" means a fuel card supplied by BP bearing the words BP PLUS, the Routex logo and the letter B to signify Bunker.
- "BP PLUS website" [www.bpplus.co.uk](http://www.bpplus.co.uk) or such other web address as may be notified to the Customer by BP from time to time;
- "BP Subsidiary" a company which is a subsidiary as defined in Section 736 of the Companies Act 1985 of BP plc;
- "Card" any BP fuel card issued by BP or ICC to the Customer to enable the Customer to obtain at Sites a range of Goods and/or Services in accordance with the terms of this Agreement;
- "Card Purchase Options" the Card-specific purchase codes (60-65) which determine the range of Goods and/or Services a Card may be used to obtain, as specified by the Customer when ordering a Card;
- "Commercial Terms" means the document which may be issued by BP to the Customer setting out the specific commercial terms applicable to this Agreement, of which these Conditions form part;
- "Customer" the party completing an Application Form whose application has been accepted;
- "FuelInsight" means BP's fuel management reporting software that may be provided to a Customer by BP, subject to its software licence agreement;
- "Fleetreporter" means BP's fleet reporting software that may be provided to a Customer by BP;
- "Goods and/or Services" means fuel, lubricants, anti-freeze and other goods or services that may be available at Sites;
- "ICC" International Card Centre Limited whose registered office is at Chertsey Road, Sunbury on Thames, Middlesex, TW16 7BP;
- "Motor Fuel" means motor spirit of any grade and distillate, diesel and other fuels derived in whole or in part from petroleum for automotive vehicles;
- "Nectar Points" means points issued under the Nectar loyalty scheme by participating Sites to holders of a Nectar card;
- "Online Systems" means together the systems and tools made available by BP to its Customers from time to time including (without limitation) BP Account Manager, BP Alerts, FuelInsight and Fleetreporter;
- "PIN" the Personal Identification Number issued for use in conjunction with a Card;
- "Sites" any service station or other point of sale from time to time nominated by BP or ICC at which Cards can be used to purchase Goods and/or Services;
- "UK" the United Kingdom;
- "Working Day" any day (other than a Saturday, Sunday or public holiday in England).

1.2 In this Agreement:

- The headings are for ease of reference only and do not affect the construction of the Conditions;
- Words in the singular shall include the plural and vice versa;
- A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time;
- A reference to any party shall include that party's personal representatives, successors or permitted assigns;
- A reference to writing or written includes faxes but not email.

### 2. Supply of Cards

- 2.1 The Customer must assign a PIN number to each Card (except BP Agency Cards) via the BP Account Manager or in the manner agreed by BP with the Customer. Where the Customer requests BP to assist with the assignment of a PIN number to each Card (the "**PIN Assignment Process**") the Customer agrees to indemnify BP against all liabilities and waive any claims against BP, which may arise as a result of the PIN Assignment Process.
- 2.2 The period of validity of a Card is embossed on the Card. On expiry of the validity period the Card must no longer be used and must be destroyed in accordance with clause 6.6. BP will arrange the timely replacement of each expired Card.
- 2.3 The Customer shall ensure that no Card remains with a person who ceases to be an Authorised User. The Customer remains liable for all transactions until the Card is registered as lost or stolen in accordance with the provisions set out in Clause 6 below.

### 3. Use

- 3.1 By issuing a Card to the Customer BP authorises the Customer and/or its Authorised User to use the Card in accordance with these Conditions to the extent specified in the Card Purchase Options from time to time pertaining to such Card to obtain at Sites such Goods and/or Services as are available at any particular Site.
- 3.2 For supplies in the UK at BP-branded Sites BP shall, or shall through its agents or operators, be the seller. For supplies in the UK at non BP-branded Sites and outside the UK (except in, for example, Turkey, Greece, Estonia, Slovenia and Croatia) ICC shall be the seller. For supplies in, for example, Turkey, Greece, Estonia, Slovenia and Croatia the owner immediately prior to the supply of Goods and/or Services (as the case may be) shall be the seller. BP may amend the list of countries set out in this clause 3.2 from time to time. An updated list will be provided on request.
- 3.3 On each Card a number may be embossed indicating the Goods and/or Services for which the Card is valid. However, the Customer shall be responsible for informing any Authorised User of the Card Purchase Options applicable to such Card.

- 3.4 Each Card and PIN is to be used as directed at each Site. The Customer acknowledges and agrees that it will remain liable for all purchases made with a Card and verified with a PIN. If requested, Authorised Users must show the Card to the Site operator prior to fuelling and shall sign any receipt required by the operator of that Site.
- 3.5 The Customer is responsible for the safekeeping of Cards and PINs and for their correct use in accordance with this Agreement. The PIN must not be disclosed to any person other than the relevant Authorised User and must not be written on the Card or on anything usually kept with the Card. For the avoidance of doubt failure to comply with this clause 3.5 shall constitute a material breach of this Agreement.
- 3.6 A Site operator may refuse to accept a Card which is not being used in accordance with such Card's Card Purchase Options.
- 3.7 Where a Card's Card Purchase Options do not permit the purchase of Goods and/or Services that have already been provided or pumped into a Customer's vehicle, if the Authorised User fails to provide an alternative means of payment for such Goods and/or Services, the Customer will reimburse BP on demand in respect of any shortfall.
- 3.8 Notwithstanding any indication on any Card as to the Goods and/or Services for which the Card is valid, BP and ICC reserve the right to withdraw unilaterally at any time any Goods and/or Services for which the Card can be used and to issue to the Customer a replacement Card indicating the revised list of Goods and/or Services for which it can be used.
- 3.9 Nectar Points are available for purchases at BP Sites with both BP PLUS and BP Agency Cards. Nectar Points are not available for purchases with a BP PLUS Bunker Card and the Customer shall be responsible for informing any Authorised User of the availability, or otherwise, of Nectar Points.

#### **4. Charging**

- 4.1 BP shall invoice the Customer:
- (a) for fuels acquired using a Card, in accordance with the pricing terms set out in the Commercial Terms or otherwise on the basis agreed by BP with the Customer from time to time;
  - (b) for lubricants, anti-freeze and other shop goods and/or services acquired by Card by the Customer, at the price on the Customer's receipt or in accordance with the pricing terms set out in the Commercial Terms or otherwise on the basis agreed by BP with the Customer from time to time; and
  - (c) if outside the UK, in the currency of the country of supply.
- 4.2 Separate invoices listing supplies of Goods and/or Services shall be made for each country in the relevant currency and detailing the Value Added Tax or appropriate local equivalent. If the Customer does not use the BP Account Manager, BP will issue a summary invoice listing all such invoices to the Customer at the frequency specified in the Application Form and/or Commercial Terms or as agreed by BP with the Customer from time to time. Otherwise, the Customer will be provided summary invoices via the BP PLUS website.
- 4.3 Any foreign currency transactions shall be converted into UK Pounds Sterling at the rate of exchange set by ICC.
- 4.4 BP reserves the right to levy at its sole discretion a range of charges which will be notified on request.

#### **5. Payment**

- 5.1 Payment shall be made as specified in the Commercial Terms or, if no such terms are specified, twice monthly in arrears in Pounds Sterling by direct debit from the Customer's bank account in accordance with the bank direct debit mandate signed by the Customer so that invoices dated from 1<sup>st</sup> to 15<sup>th</sup> of a month shall be settled on the last Working Day of that month and those dated from 16<sup>th</sup> to the end of a month shall be settled on the 15<sup>th</sup> of the month following.
- 5.2 In accordance with the agreement between ICC and BP, ICC's rights to payments from the Customer under this Agreement are assigned to BP including the right to claim payment and to sue in the name of ICC in relation to Card transactions by a Customer. The Customer's obligations to make payment under this Agreement shall unless otherwise notified by ICC only be discharged by way of payment to BP.
- 5.3 All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law. The Customer will not be entitled to assert any credit, set-off or counterclaim against BP or ICC in order to justify withholding payment of any such amount in whole or in part.
- 5.4 If payment is not received by BP by the due date in accordance with clause 5.1 above, interest shall be payable on all overdue accounts at the rate of 3% per annum above the standard rate from time in force of National Westminster Bank plc from the due date until the date payment is received by BP provided that if at any time the rate of statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 is higher than the interest rate payable under this clause 5.3 then BP shall be entitled to claim statutory interest in lieu of interest under this clause 5.3 and whether claiming statutory interest or interest under this clause 5.3 BP shall also be entitled to claim, once interest begins to run, any fixed sum due (or would be due if statutory interest were claimed) under the Late Payment of Commercial Debts Regulations 2002 or any regulation amending or replacing the same. BP may also withdraw the Customer's authority to use its Cards until payment of all overdue accounts is received.

#### **6. Lost or Cancelled Cards**

- 6.1 As soon as a Customer becomes aware, or has reason to believe, that a Card has been lost, stolen, not received when due or that the PIN is known or might be known by an unauthorised person the Customer must immediately notify BP to put a stop on the Card by:-
- (a) sending a completed "Card Change Request Form" by first class special delivery to BP at BP Fuel Cards, Witan Gate House, 500-600 Witan Gate, Central Milton Keynes, MK9 1ES, or to fax number 0870 2430077; or
  - (b) by completing the relevant steps online via BP Account Manager to indicate that the Card is "lost" or "stolen". Cards marked as "damaged" or "destroyed" will not be put on stop within BP's systems until the third calendar month end after the date advised and the Customer remains liable for all transactions during this period or until the Card is placed on stop by marking it as "lost" or "stolen".
- 6.2 Subject to this clause 6 being properly complied with and subject to the provisions of clause 6.3, the Customer shall have no liability for purchases subsequently effected with that Card (other than for bona fide purchases by the Customer):
- (a) in the case of supplies in the UK, from the date of receipt of notice by BP to place a Card on stop in accordance with clause 6.1 above; and
  - (b) in the case of supplies outside the UK, from the date two Working Days from the date of receipt of notice by BP to place a Card on stop in accordance with clause 6.1 above.
- 6.3 For the purposes of clause 6.2, BP will be deemed in receipt of a notice from the Customer:
- (a) If notice is sent by first class special delivery to the address set out above in clause 6.1, two Working Days after the date of posting; or
  - (b) If notice is sent by fax, at the time of transmission, subject to confirmation of uninterrupted transmission (and provided a copy is also sent by first class pre-paid post to the address set out in clause 6.1 above); or
  - (c) If notice is given online via BP Account Manager, when the notification is recorded on the Customer's "Action Log" section of the BP Account Manager.
- 6.4 If a Card is no longer required by the Customer and the Card is in the Customer's possession, then the Customer must cut the Card in two and send it to BP at the address set out in clause 6.1. **The Customer acknowledges and agrees that it will remain liable for any purchases made with a Card unless and until such time as either:**
- (a) BP is in possession of a Card that has been returned to BP in accordance with this clause 6.4; or**
  - (b) BP has received notice from the Customer to put a Card on stop, in accordance with clauses 6.1 to 6.3.**
- 6.5 After BP has been notified in accordance with clause 6.1 above and subject to reasons satisfactory to BP, BP will upon request provide a replacement Card with a new number and new PIN.

- 6.6 Any Card which has expired in accordance with clause 2.2 or which has been withdrawn under clause 6.5 or 7.2 or any Card reported as lost or stolen and subsequently retrieved shall not be used and must be cut in half and returned immediately to BP at the address shown in clause 6.1 above.
- 6.7 The Customer will co-operate with and assist BP and provide BP with all information in its possession as to the circumstances of any loss, theft or misuse of a Card and BP or ICC may disclose any such information as either in its sole discretion deems necessary.
- 7. Termination**
- 7.1 This Agreement may be terminated by the Customer giving 90 days' written notice to that effect to BP at the address in clause 6.1 above.
- 7.2 BP may terminate this Agreement or suspend, withdraw or restrict the use of any or all of a Customer's Cards at any time with immediate effect. BP will notify the Customer as soon as reasonably practicable.
- 7.3 BP and ICC own the Cards at all times and, upon request, the Customer must without delay cut the Card in half and return it to BP. BP or any BP Appointed Agents may retain possession of a Card at any time, for example, BP may suspend or withdraw a Card and instruct a BP Appointed Agent to keep hold of it, if it is subsequently presented for use at a Site.
- 7.4 If the Customer goes into liquidation (other than a voluntary liquidation for the purpose of reconstruction or amalgamation) or has an administration order made against it or carries on its business or any part of it under an administrator or receiver or manager for the benefit of its creditors or any of them, then BP may terminate this Agreement forthwith
- 7.5 On termination of this Agreement for any reason the Customer shall promptly pay to BP all of BP's outstanding unpaid invoices and interest and, in respect of Goods and/Services supplied but for which no invoice has been submitted, BP may submit an invoice, which shall be payable promptly on receipt by the Customer.
- 7.6 Any termination or suspension of this Agreement by BP will be without prejudice to any of its other rights or remedies.
- 8. Liabilities**
- 8.1 Cards are issued purely as a convenience to the Customer and the possession of Cards shall not confer any right or entitlement on the Customer to receive supplies of Goods and/or Services from BP or ICC or any person acting on their behalf and, in particular, neither ICC nor BP shall be liable for any loss claim demand expense cost or damage consequential or otherwise suffered by the Customer which arises out of the refusal or delay of any Site for whatever reason (including but not limited to any failure or defect in BP Account Manager or the BP PLUS website and the situations described in sub-clauses 3.6 and 3.7) to supply any Goods and/or Services against production of a Card.
- 8.2 All warranties, conditions or other terms (whether implied by statute or common law or otherwise) relating to fitness for purpose, satisfactory or other quality of the Goods and/or Services or their correspondence with description, are excluded to the fullest extent permissible by law.
- 8.3 The Customer warrants that it has not relied on any oral representation made by BP, ICC or their employees or agents or upon any descriptions illustrations or specifications contained in any publicity material or website produced by BP or its suppliers, which are only intended to convey a general idea of the Goods and/or Services mentioned therein.
- 8.4 Neither BP nor ICC shall be in breach of their contractual obligations and shall incur no liability if they are unable to supply Cards or any Goods and/or Services as a result of any cause beyond their control, including but not limited to any act of God or Government, flood, fire, explosion, lightning, terrorism or industrial action outside their direct control. In the event of any such occurrence affecting them for longer than 30 days, they will notify the Customer who shall have the option of suspending or terminating the Agreement on notice taking immediate effect upon delivery to BP being deemed in accordance with clause 6.3.
- 8.5 BP shall not be liable for any loss claim demand expense cost or damage whether to property or otherwise (including consequential loss or damage) suffered by the Customer which arises from any act, default or omission on the part of BP, ICC, BP Subsidiary or any BP Appointed Agent and whether any such loss claim demand expense cost or damage shall be founded on statute or in contract, tort (including negligence) or otherwise. Nothing in these Conditions will exclude, restrict or limit any liability of BP, ICC or any BP Subsidiary or BP Appointed Agent for:
- (a) breach of any term implied by section 12 of the Sale of Goods Act 1979;
  - (b) death or personal injury resulting from negligence as defined in the Unfair Contract Terms Act 1977;
  - (c) fraud or any other matter if and to the extent that liability for it cannot be excluded, restricted or limited as against the Customer in the context of the Agreement.
- 8.6 The Customer undertakes to indemnify BP (and any BP Subsidiary) from and against all losses claims demands expenses or costs which BP (or a BP Subsidiary) may sustain or incur:
- (a) by reason of a Card being used by a person other than the Customer or any Authorised User; or
  - (b) by reason of a Card being used by the Customer or any Authorised User other than in accordance with the uses specified in the Card Purchase Options; or
  - (c) by reason of any negligence or dishonest or criminal conduct relating to the use of a Card by their respective agents or employees or any other person; or
  - (d) by reason of any breach of clause 7.5 above; or
  - (e) by reasons arising directly or indirectly out of or in connection with the PIN Assignment Process.
- This indemnity shall continue in force notwithstanding the termination of this Agreement, howsoever caused.
- 8.7 The Customer agrees that for the purposes of making good such losses, claims, demands, expenses or costs, as are referred to in clause 8.6 above, BP may (inter alia) debit the Customer's account with the price of any Goods and/or Services supplied as a result of misuse of any Card. However, BP shall not be entitled to debit the Customer's account for transactions on a particular Card or Cards after the time at which the Customer's liability for purchases made using that Card or Cards is deemed to cease pursuant to clause 6.2.
- 8.8 BP does not guarantee that the Customer will be able to access the BP PLUS website or the Online Systems or that the Online Systems will be compatible with the Customer's own systems. Neither ICC nor BP nor any BP Subsidiary shall be liable for any loss claim demand expense cost or damage consequential or otherwise suffered by the Customer which arises out of:
- (a) any failure, defect or non-availability of the BP PLUS Website or the Online Systems, howsoever caused; or
  - (b) any data entry error by the Customer; or
  - (c) the Customer's failure or delay in acting on any alert or information emanating from the Online Systems.
- 8.9 BP reserves the right to withdraw the BP PLUS website and/or Online Systems or make changes to their content and/or format at any time and the Customer agrees to accept any updated versions of the Online Systems as and when they are issued.
- 8.10 The Customer shall be responsible for the safekeeping of Online Systems logon details including passwords and shall ensure these logon details are used only by those persons who are authorised to do so. Such authorisation will extend to BP where it is required to enable BP to undertake fault finding and other essential account operations.
- 8.11 The Customer shall be solely responsible for the safekeeping of all data downloaded from the Online Systems. The Customer acknowledges and agrees that data obtainable via the Online Systems will not be retained longer than three months. Where the Customer requires historical data beyond 3 months it shall make arrangements to download and store such data as it requires.
- 9. Assignment**
- 9.1 This Agreement is personal to the Customer and shall not be assigned in part or whole by the Customer without the written consent of BP.
- 9.2 ICC and BP shall each have the right to assign the whole or any part of their respective rights and obligations to any BP Subsidiary but shall each remain liable for the performance of their assignee's obligations hereunder.

9.3 ICC and BP shall each have the right to procure the performance of any of their respective obligations under this Agreement by any BP Subsidiary but shall each remain responsible for any of their respective obligations so delegated.

#### **10. Credit Status**

10.1 BP reserves the right to request a meeting with the Customer's directors (or other appropriate representatives) or to request any information from the Customer (and the Customer shall facilitate such a meeting or supply such information immediately on request) it deems necessary to enable BP to formulate an opinion regarding the Customer's credit status or the value of any associated security held by BP. Any credit limit assigned to the Customer's account by BP, as BP may determine from time to time, will be for BP's sole benefit and will not affect the Customer's liability under this Agreement including, without limitation, under clause 8.6.

10.2 If at any time during the duration of this Agreement, in BP's reasonable opinion there is a material decline in the creditworthiness or financial standing of the Customer or any associated security held by BP, or the value of Motor Fuel and Goods and/or Services supplied to the Customer increases to such an extent that the Security provided is in BP's reasonable opinion insufficient, BP will be entitled to require that:

- (a) the Customer provides to it a letter of credit or other acceptable form of security (including without limitation a bank guarantee, parent company guarantee, cash deposit or legal charge on land) in an amount, form and from an entity or in respect of real property acceptable to BP (acting reasonably) (the "**Performance Assurance**") and, upon receipt of such notice, the Customer must within 10 Working Days provide to BP the Performance Assurance required; and/or
- (b) until such time as the creditworthiness or financial standing of the Customer or any associated security, or the value of any security, held by BP shall improve to the reasonable satisfaction of BP the Customer will make payments on such terms as BP may specify including, without limitation, making payments in advance by CHAPS for an amount based on BP's estimate of the Customer's consumption of Goods and/or Services and any payments made in advance of the invoice date (to include VAT) will be credited to the Customer against the amount due in the relevant invoice.

10.3 For the avoidance of doubt, failure by the Customer to comply with clause 10.2 will constitute a breach of a condition of this Agreement.

#### **11 Data Protection**

11.1 The Customer agrees that BP may:

- (a) hold and process, by computer or otherwise, any information obtained about the Customer as a consequence of the Customer's application for a Card and the Agreement ("Customer Personal Data") and any information obtained about any Authorised User as a consequence of the Customer's application for a Card and the Agreement ("Authorised User Personal Data") to provide information, Goods and/or Services in the form required;
- (b) include Customer Personal Data and Authorised User Personal Data in BP systems which, because BP operates globally, may be situated outside of the European Economic Area and which may be accessed by other BP Subsidiaries or third party sub-contractors or agents to provide information, Goods and/or Services in the form required or for credit assessment and statistical analysis or, in relation to Customer Personal Data only, marketing purposes; and
- (c) with the Customer's consent, permit third party providers of services to BP, and/or any BP Appointed Agents to access and use Customer Personal Data and any other information held about the Customer on BP's systems to bring to the Customer's attention products and services which may be of interest to the Customer.

11.2 BP will disclose Customer Personal Data and Authorised User Personal Data outside the BP group of companies and Customer Personal Data outside such third parties referred to in clause 11.1(b) only:

- a) for fraud prevention purposes;
- (b) to licensed credit references agencies, if the Customer is in breach of this agreement or to the extent that BP has the Customer's consent;
- (c) under a strict code of secrecy to sub-contractors or agents for the purpose of performing this Agreement ;
- (d) to any person who may assume BP's rights under the Agreement; and
- (e) if BP has a right or duty to disclose or is permitted or compelled to do so by law.

11.3 The Customer will inform all Authorised Users that their personal data may be held, processed or used in the ways provided for in clauses 11.1(a), 11.1(b) and 11.2.

#### **12. Notification**

12.1 The Customer shall notify BP in writing of all material changes in it or its business including but not limited to any change of name, ownership, address and key personnel.

12.2 Where the Customer has provided an email address to BP, any notice under this Agreement from BP may be sent electronically to such email address. Any such notice sent to such email address shall be deemed to have been properly served on the Customer at the time that such email is sent unless any non-delivered message is received by BP.

12.3 In the case of notices of a general nature relating to all or a number of Customers or all or a number of Sites BP may serve such notices on the Customer by placing it on the BP PLUS website. Any such notice placed on the BP PLUS website shall be deemed to have been served on the Customer at the time that it is placed on such website.

#### **13 Miscellaneous**

13.1 **Variation** - BP and ICC reserve the right at all times to vary any of the terms of this Agreement and such variation shall take effect on notice being given to the Customer provided always that within ten days of receipt of such variation the Customer shall be entitled to serve thirty days' written notice to terminate this Agreement.

13.2 **Third Party Rights** - Except for any BP Subsidiary, a person who is not a party to this Agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

13.3 **Validity** - If any provision, or part of a provision, in these Conditions or the Agreement is deemed invalid or unenforceable to any extent or for any purpose, this shall not affect its validity or enforceability for other purposes or the remaining provisions (or the rest of the provision in question), but it shall be deemed to be severed to that extent for that purpose.

13.4 **Waiver** - Failure or delay by BP in enforcing or partially enforcing any provision of these Conditions will not be construed as a waiver of any of its rights under these Conditions.

13.5 **Disputes** - If any dispute arises out of this Agreement or these Conditions, the parties will attempt to settle it by negotiation and/or mediation, but in the event that settlement is not achieved within 14 days the parties shall be free to commence court proceedings.

13.6 **Entire Agreement** - This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, undertaking, promise, understanding, assurance or warranty (whether made negligently or innocently and whether in writing or not) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

13.7 **Law** - This Agreement and any supplies of Goods and/or Services made in conjunction with the use of a Card shall be governed by English Law and be subject to the exclusive jurisdiction of the English Courts.