



# Why choose our Fuel Card?

- Over 200 Top Oil Fuel Card locations nationwide
- 6 motorway truckstops
- 24-7 refuelling
- Extensive AdBlue availability across the network
- Approved supplier for the Diesel Rebate Scheme
- Competitive pricing
- Dedicated local account manager
- Detailed monthly management reports
- Secure online authorisation
- Friendly, efficient, personalised service



Questions? Contact us on **01 8198099** or email **FChelpdesk@top.ie**

**f** **in**  
**www.top.ie**

# The following terms and conditions govern the use of the “Top Oil Network Fuel Card”

## 1. Definitions

- (a) In these conditions 'The Company' means Tedcastles Oil Products Unlimited Company 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 Fuel Cards are accepted.
- (c) 'Location' means an authorised Location, 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 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 car wash 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. Supplemental charges may apply if a card is used at a non TOP Location.
- (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.
- (c) At some locations fuel may be purchased by the Cardholders at temperature corrected quantity as at 15 degrees Celsius controlled by calibrated dispensing pumps.

## 5. Payment

- (a) The Company or its agent will send the Cardholder a statement of charges for the 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 basis. Payment shall be made by way of direct debit on the account of the Cardholder on or before the 15th day of the month following the month of purchase 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;
  - i) Maintain a bank account capable of accepting direct debits; and
  - ii) Keep the Company provided with an effective direct debiting mandate against such account; and
  - iii) 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's bank the Company has the right to place card(s) on stop and the Cardholder's account will be closed with immediate effect.
- (c) 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.
- (d) Upon the Cardholder becoming bankrupt or going in to 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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. As part of our quality assurance process for SEPA, the Seller may process a Direct Debit for the amount of 0.01 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 Cardholder will be liable shall be notified to the Cardholder and may be amended from time to time by the Company.
- (b) If a Cardholder's 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 Cardholder 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 unauthorised 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 notify the Company in writing to fuelcard@top.ie and return all issued cards to the Company within 7 days. The Cardholder upon the cancellation or termination will be liable to repay 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 unauthorised 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 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 terms and conditions of this Agreement.
- (c) The Cardholder shall pay the Company an administration charge of €10.00 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

- (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 Card, the Locations or Product not being damage to property, death or personal injury caused by the negligence of the Company.
- (c) 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 themselves to comply with the warnings, suggestions or instructions referred to in the foregoing.

## 12. 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, 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 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 Location or for the cancellation of any Card or for a refusal to provide a replacement Card.
- (e) The Company accepts no liability if a Cardholder inadvertently puts the wrong grade of fuel into their vehicle.

## 13. Data Protection

All information will be processed in accordance with the General Data Protection Regulation (GDPR), Irish Data Protection Laws and any other relevant data protection laws and codes of conduct (herein collectively referred to as "the data protection laws"). The data you provide is captured for the specific purpose of processing your credit application, processing credit related functions and upon successful application; giving effect to the terms of this contract. Card related functions and giving effect to the terms of this contract require that we share your information (name, card number and transaction history) with Radius Business Solutions (Ireland) Ltd and/or associated or related companies. We may also pass your information to trusted third party processors for the specific purpose of completing credit functions, for the performance of this contract, for compliance with a legal obligation and/or where you have given your consent. Some card functionality may require access to third party portals/access platforms or websites, in which case, you should review the third party privacy notice. In the event of non-payment we may pass your personal information onto a debt collection agency. In this situation, the debt collection agency will become the data controller and will have to comply with the Data Protection Laws. Top will not be responsible for any obligations of the debt collector under the Data Protection Laws. By signing this application you warrant that you are the proposed cardholder or that you have the express permission of all proposed cardholders to the processing of their personal data as outlined in this application and further, you hereby indemnify Tedcastles Oil Products Unlimited Company against any claims or actions of any kind arising from your failure to obtain said permission.

## 14. 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 replacement Cards at its absolute discretion, either party shall be entitled forthwith to terminate this agreement by written notice to the other.

## Application Form Tedcastles Oil Products Unlimited Company

Top Oil Head Office, Block P1, East Point Business Park, Dublin 3 D03 C825

Telephone: 01 8198099 Email: FChelpdesk@top.ie

For office use only

Account Ref

### 1. APPLICANT DETAILS:

Applicant Name	
Trading Style (Ltd / ULC / Sole Trader /Other)	
Full Address	
Eircode	
VAT No.	
Company Reg No. Registered Office	
Invoice Address	
Nature of Business	
When Business Commenced	No. of Employees
Main Contact Name	
Telephone	
Mobile	
Email	

Name(s) and home address(es) of interested parties, directors proprietors/partners

Name 1	Telephone
Address 1	
Name 2	Telephone
Address	

If not at this address for two years or more, please give details of previous name and address

Name 1
Address 1
Name 2
Address 2

Invoice via e-billing: Yes ☐ No ☐ Email

### 2. DETAILS OF VEHICLES

Number of Vehicles
Are Vehicles Owned or Leased?

Estimated Monthly Purchases	€
Usage of Road Diesel	Litres

Please note there is minimum requirement to purchase 200 litres per month

Please state current card/fuel supplier

### 3. TRADE REFERENCES

Company Name and Address	
Contact Name	Telephone
Email	

Company Name and Address	
Contact Name	Telephone
Email	

Please note a copy of your company letterhead (if appropriate) must be submitted with this application form.

### 4. AGREEMENT TO CARD TERMS AND CONDITIONS

Invoices are issued on a weekly/monthly basis and payment is by Direct Debit on or before the 15th of the following month or as agreed. I/We have read the Card Terms and Conditions of use and agree to abide to them. I/We agree and understand that Tedcastles Oil Products Unlimited Company shall not be obliged to accept this application nor to give any reason for refusing the same, nor to enter into any correspondence in regard thereto. I/We agree that contracts are binding on receipt of any form of acknowledgement or signature (electronic or otherwise).

Authorised Signature of Company
Full Name

Date
Position Held in Company

## Fuel Card Order Form

## 5. INFORMATION TO APPEAR ON CARD

Card Type: Top Premium ☐ Top Network ☐

Reg Number or Driver Name

[illegible]

**Please photocopy if more cards are required**

Would you be interested in Top Oil contacting you in relation to purchasing bulk fuel supply or agri fuels? Yes ☐ No ☐

## 6. CUSTOMER SETUP FORM - OFFICE USE ONLY

Credit Limit
Credit Terms
Market
Depot
Rep Name
Rep Code

Site visit: Yes ☐ No ☐

[illegible]

Date Received	
Date Received by Credit	
Date Approved	
Approved by	
<b>Products</b>	<b>Rebate</b>
Derv	
Gas Oil	
Unleaded	

**SEPA DIRECT DEBIT MANDATE****Unique Mandate Reference Number (UMR) • Creditor Identifier: IE37ZZZ111013**

Legal Text: By signing this mandate form, you authorise (A) Tedcastles Oil Products Unlimited Company 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 Unlimited Company.

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 your 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/Eircode	*County
*Debtor IBAN(s)	
*Swift BIC	

Creditor's Name  
Creditor's Address Line 1  
Address Line 2  
Country

**TOP OIL, HEAD OFFICE  
BLOCK P1 EASTPOINT BUSINESS PARK  
DUBLIN 3, D03 C825  
IRELAND**

\*Type of Payment:    Recurrent ☐    One-Off Payment ☐

*Date of Signing
*Signature(s)
*Printed Name(s)

**Please return Completed Mandate to:**

**TOP OIL, HEAD OFFICE  
BLOCK P1 EASTPOINT BUSINESS PARK  
DUBLIN 3, D03 C825  
IRELAND**