



Gateway Terms and Conditions

1. Definitions

1.1 The following terms shall have the following meanings:

“Account” an Account held under the Scheme;

“Account Holder” the person (which term shall include partnerships and companies) in whose name the Account is held; “Agreement” the application form signed by the Account Holder and incorporating these Conditions of Use; “Card” a NCP Gateway Card; “Cardholder” any person using a Card issued under the Scheme;

“Company” National Car Parks Limited (“NCP”) a company registered in England and Wales under CRN 253240 and having its registered office at 8th Floor, Saffron Court, 14b St Cross Street, London. EC1N 8XA;

“Conditions of Use” these conditions of use relating to the Scheme; “Deposit” the amount required by the Company to be paid by the Account Holder with the Agreement; “Participating Site” one of the sites authorised to participate in the Scheme as identified from time to time on the Scheme website and “Participating Sites” shall be construed accordingly; “Scheme” the NCP Gateway Scheme in respect of which Cards are issued under this Agreement; “Scheme Agent” Atos IT Services UK Limited or such replacement as may be notified to the Account Holder from time to time; “Scheme Address” Atos IT Services UK Limited, PO Box 6139, Wolverhampton, WV1 9RQ;

“Supplies” the goods and services which can be purchased using a Card under the Scheme which shall include Fuel, Accommodation, Rail Ticketing and Car Parking Services, as set out in the Agreement and agreed between the Company and the Scheme Agent from time to time; and

“Transaction” any purchase of Supplies carried out at a Participating Site by a Cardholder using an Account Card and processed by the Scheme Agent under these Conditions of Use.

1.2 In these definitions the singular includes the plural and vice versa; words denoting any gender includes all genders; words denoting persons include partnerships and companies and vice versa.

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1.3 Signature of and/or use of a Card constitutes acceptance by the Account Holder of these Conditions of Use which supersede and shall be taken to override any terms and conditions proposed or stipulated by the Account Holder.

1.4 The Company hereby appoints the Scheme Agent to act as its agent in respect of the rights and obligations of the Company under this Agreement.

1.5 These Conditions of Use alone shall govern the use of the Card and payment in respect of each Transaction, without prejudice to the terms of sale applicable to the relevant Supplies offered at the Participating Site, which terms shall also be binding upon the Cardholder.

2. The Agreement

2.1 Authorisation by the Company of an Agreement under this

Scheme permits the Account Holder to use Cards to obtain Supplies at Participating Sites. Where a sales voucher is not issued, Cardholder’s use of the Supplies shall constitute acceptance at such Participating Site in respect of a Transaction.

2.2 Completion of this Agreement by the Account Holder constitutes authorisation to the Participating Sites to accept any Card issued to the Account Holder’s Account in payment of Supplies, provided that the Account and the Card are valid and current at the date of supply.

2.3 The signature by a Cardholder of a sales voucher issued under this Scheme shall constitute acceptance by the Account Holder that the details shown on the sales voucher are true and accurate in all respects and that no other conditions affect that transaction except as set out in these Conditions of Use (but nothing in this clause 2.3 shall render a sales voucher which is unsigned from constituting a valid authorisation pursuant to clause 2.2 and 2.4 where, in the normal course of business, it is not standard practice to issue signed sales vouchers and neither shall it prevent a Transaction from being considered binding pursuant to clause 2.1 where a sales voucher is not issued).

2.4 Completion of this Agreement by the Account Holder authorises the Company to debit the Account the sums processed in respect of the Transaction.

2.5 The Account Holder’s statutory rights are not affected by this Agreement.

2.6 The Account Holder may cancel this Agreement at any time by giving 14 days notice to the Company at the Scheme Address.

2.7 The Company may terminate this Agreement and the Account with immediate effect in the event that (a) the Account Holder becomes insolvent, goes into liquidation, whether compulsory or voluntary, has a receiver or administrator or administrative receiver appointed over all or part of its property or business, is declared bankrupt (as appropriate), or enters into any kind of voluntary arrangement with its creditors or (b) the Scheme ceases to operate for any reason.

2.8 In the event that the Agreement is terminated or cancelled for any reason by either party, the total outstanding balance on the Account shall immediately become due and payable by the Account Holder in full and cleared funds and the right to use the Cards shall automatically cease and all Cards issued to the Account must be returned forthwith.

3. Use of Account Cards

3.1 Cards shall be issued to the Account Holder on (a) acceptance by the Company of the completed Agreement, (b) completion of a satisfactory financial search of the Account Holder by or on behalf of the Company, and (c) receipt by the Scheme Agent of the Deposit (where required). The great way to pay, saving time and money

3.2 Each Card shall include the name of the Account Holder, the

Card number and the Cardholder name. Cards shall remain valid up to and including the date marked on the Card and shall be valid for the purchase of Supplies at Participating Sites, based on any restrictions placed on the Card usage by the Account Holder, up to any maximum aggregate credit limit placed on the Card as notified by or on behalf of the Company from time to time.

3.3 Cards remain the property of the Company and do not confer any right to receive Supplies. Cards may be cancelled by the Company at any time and for any reason provided that notice, either oral or in writing, has been given to the Account Holder.

3.4 Cancelled Cards must be returned forthwith to the Scheme Agent at the Scheme Address. Any cancelled Card presented in connection with any transaction for Supplies shall be retained but, where relevant, a sales voucher shall nevertheless be issued for any Supplies already obtained by the Cardholder and the purchase sum debited to the Account.

3.5 The Account Holder shall promptly notify the Scheme Agent at the Scheme Address of any change of name, address or commercial status of the Account Holder. Where necessary replacement Cards shall be issued under the Scheme.

3.6 Damaged or faulty Card(s) shall be replaced by the Company on receipt of the Card(s) by the Company at the Scheme Address.

3.7 If any Card is lost, stolen or otherwise no longer in the possession of the Account Holder or Cardholder, the Account Holder shall immediately notify the Scheme Agent at the Scheme Address. Oral notification shall be confirmed in writing by the Account Holder within 7 days. Notwithstanding the foregoing, the notification date shall be the date on which the Scheme Agent receives the written notification. Provided there has been no fraud, negligence or other misuse of the Card by the Account Holder or Cardholder in respect of such Card, the Account Holder shall not be liable for any purchase made with the Card from the date of notification. The Account Holder shall be liable for and shall indemnify the Company and the Scheme Agent against all claims, costs and expenses incurred by the Company and the Scheme Agent arising from theft, loss or misuse of the Card, whether fraudulent or not, prior to such notification.

3.8 The Account Holder may cancel a Card on giving notice to the Scheme Agent and returning the Card to the Scheme Agent at the Scheme Address. The Account Holder shall be liable for all purchases made with such Card prior to receipt of the Card at the Scheme Address.

3.9 The Company shall not be liable to the Account Holder for any loss, damage, cost or expense incurred as a result of any failure or refusal to provide Supplies under the Scheme.

4. Payment

4.1 The Company shall debit the Account either twice monthly or monthly with the aggregate sum of the sales vouchers issued in the preceding invoice period.

4.2 A statement showing the amount to be deducted from the Account shall be issued to the Account Holder at the start of the following invoicing period. The statement shall include the date, time, card number, participating site, description of supplies

provided, mileage (if available), vehicle registration number (if applicable) and value (excluding and including VAT) of each transaction.

4.3 All sums owing to the Company by the Account Holder as shown in the statement referred to in 4.2 above shall be paid by direct debit using the Direct Debit mandate which has been set up. The Direct Debit will be enacted on the 15th of the month (or next working day). For Accounts who are on twice monthly invoicing a Direct Debit will also be enacted on the 28th of the month (or next working day). The Company shall be entitled to charge the Account Holder an administration fee of £12.00 for each occasion on which a direct debit fails for any reason (other than the default of the Company) The great way to pay, saving time and money

4.4 If payments are not cleared by the Account Holder's bank under 4.3 above on the first presentation the Company shall have the right to place a stop on the Card until such time as the amount due (and all other amounts due from the Account Holder to the Company) are paid in full and in cleared funds.

In addition, the Account Holder's account may be closed at the Company's discretion and in this circumstance the Agreement will terminate with immediate effect and all outstanding amounts will immediately become due and payable.

4.5 The Account Holder may request the Company to provide details of Transactions on their Cards provided that the transaction took place not more than 3 months prior to the date of the request.

4.6 A credit limit may be applied to the Account at the discretion of the Scheme Agent or the Company. If the credit limit is exceeded the Company reserves the right to close the Account with immediate effect on giving notice to the Account Holder. All outstanding sums will be debited to the Account and a statement will be sent showing the amount outstanding, which must be settled within 14 days of the date of issue.

4.7 At the request of the Account Holder or Scheme Agent the credit limit may (at the Company's discretion) be increased or decreased providing notice has been given in writing.

4.8 The credit limit applies in aggregate to an Account and affects all Cards issued under that Account. The available balance is calculated as follows: Available balance = credit limit - unpaid invoice value – current transaction value.

5. General

5.1 The Company shall be entitled to amend these Conditions of Use at any time by reasonable written notice to the Account Holder.

5.2 The Company may assign or transfer this Agreement and any or all of its rights and liabilities under the Agreement by written notice to the Account Holder.

5.3 Where the Account Holder consists of two or more persons "the Account Holder" in these Conditions of Use shall mean and include all such persons and each or any of them. All obligations on the part of such Account Holder shall be joint and several obligations of such persons.

5.4 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 Supplies supplied to the Account Holder by virtue of entering into the Agreement and/or

the use of the Card.

5.5 Save in relation to the Company's liability for death or personal injury caused by its negligence or for fraudulent misrepresentation, which shall not be limited, the Company shall not be liable for loss whether arising from breach of contract, tort (including without limitation, negligence), statutory duty or otherwise, and whether direct or indirect, nor for any of the following: loss of profits, loss of revenue, loss of savings (anticipated or actual), loss of contract, loss of goodwill or loss of reputation, or any indirect or consequential loss or damage.

5.6 Failure by the Company at any time to enforce any breach by the Account Holder of these Conditions of Use or the Agreement shall not be construed as a waiver by the Company of such Conditions of Use or Agreement and the Company shall be entitled to enforce such breach at any time. The great way to pay, saving time and money

5.7 If any of these Conditions of Use or the Agreement shall be deemed void for any reason whatsoever, but would be valid if part of the wording were deleted any such conditions shall apply with such modifications as may be necessary to make it valid and effective.

5.8 The Agreement shall be governed by the laws of England & Wales and shall be subject to the jurisdiction of the courts of England & Wales.

5.9 Nothing in the Agreement is intended to grant to any third party any right to take action on it pursuant to the Contracts [Rights of Third Parties] Act 1999 but nothing in this clause shall prevent any such third party from exercising any right otherwise available to it.

6. Data Protection

6.1 The information provided by the Account Holder in the Agreement and accompanying documentation shall be held and used by the Company and the Scheme Agent in compliance with the Data Protection Act 1998.

6.2 The information given during the application process by the Account Holder to the Company will be processed for the administration of the Account. The Company and the Scheme Agent are registered as data controllers under the Data Protection Act 1998.

6.3 To help the Company and the Scheme Agent make credit decisions about Account Holders, to prevent fraud and to check the identity of new Account Holders, the Company and the Scheme Agent will, where necessary and appropriate, search the files of credit reference agencies and the Scheme Agent will record any credit searches on file. The information may be used by other credit grantors for making credit decisions about you and the people with whom you are financially associated for the prevention of fraud, establishing creditworthiness and occasionally for tracing debtors. For marketing purposes the Company may share information on the Account Holder with organisations who are business partners of the Company. Signature by the Account Holder of this Agreement will serve as authorisation for the Company to use such information as specified.

6.4 Any change in the credit limit on an Account may result in a revised search of the credit reference agencies.

ANNUALLY THE SCHEME AGENT MAY RESUBMIT A SEARCH OF THE CREDIT REFERENCE AGENCIES ON THE ACCOUNT HOLDER TO ENSURE THE CREDIT LIMIT FOR THE ACCOUNT REMAINS VALID.