

APPLICATION FORM >>



Company Details

Company Name			
Sole Trader	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
		Ltd/LLP/PLC	<input type="checkbox"/>
Co. Reg Number		VAT Number	
Director/Owner Name		D.O.B	

Business/Trading Address

Address 1			
Address 2			
Town			
County		Postcode	

Home Address if Sole Trader/Partnership

Address 1			
Address 2			
Town			
County		Postcode	

Contact Information

Contact Person		Telephone	
Email Address		Fax Number	
Nature of Business		Services (indicate number required)	

Number Years trading	<input type="checkbox"/>	Fleet Size	<input type="checkbox"/>	UK / EU Fuel Cards	<input type="checkbox"/>
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Customer Declaration

I hereby confirm that the above information is correct and I accept and agree with the terms and conditions and VAT authorisation contained in this document. I also confirm that I have authorisation to sign for these services.

Name		Road-Tolls: France	<input type="checkbox"/>
Position		Frejus/Mont Blanc Tunnel	<input type="checkbox"/>
Date		Road-Tolls: Spain	<input type="checkbox"/>
Signature		Road-Tolls: Italy	<input type="checkbox"/>
		Road-Tolls: Germany	<input type="checkbox"/>
		Road-Tolls: Austria	<input type="checkbox"/>
		EU VAT Reclaim & TIPP Relclaim	<input type="checkbox"/>
		Printed CMRs	<input type="checkbox"/>
		Consignment Notes	<input type="checkbox"/>
		EU Fine Management	<input type="checkbox"/>
		Money Forwarding	<input type="checkbox"/>

Please return to: Freight Link Solutions Ltd, Windy Harbour Barn, Harbour Lane, Warton, Preston PR4 1YB UK

VAT AUTHORISATION

General

All transactions between Freight Link Solutions Ltd ("the company") and a client ("the client") shall be subject to the following conditions.

Commission and Payment

Commission payable on sums recovered shall be 10% with a minimum charge of £20.00 unless otherwise agreed by the company. Commission will be deducted from the payment of VAT recovered on behalf of the client. When the client has submitted receipts only, an additional administration charge will be made by the company for obtaining original invoices where the client has submitted till receipts and/or road toll tickets.

Where VAT Recovered is paid direct to the client without the deduction of commission as described in condition 2.1, the company reserves the right to deduct this commission from any other VAT recovered. Where this is not possible, commission will be paid by the client in accordance with the agreed credit terms.

The company reserves the right to amend the commission rate chargeable following notification to the client in writing. All claims submitted prior to that time of the amendment shall be charged at the rate applicable at the time of submission.

The company shall not be held responsible for the late submission of any claim as a result of the late submission of any documents by the client.

The company reserves the right to offset any funds held or obtained by it on behalf of the client against any amounts owing by the client to the company.

Liability

The client will indemnify and hold the company and its servants or agents harmless on a full indemnity basis against all liabilities, claims actions, penalties, damages and losses, charges, expenses and costs actual or contingent incurred and/or suffered by the company as a result of any breach by the client of any of the client's obligations under this agreement or arising from any instructions of or information provided by the client and, in particular, (without prejudice to the generality of the foregoing), incurred and / or suffered in the event that the client has submitted or authorised the submission of an unauthorised or fraudulent claim.

The company shall in no way be held liable for any consequential loss or indirect damage including, but not limited to, loss of profit, business or revenue.

All documents and files forwarded to support the clients claim for VAT recovery will be transmitted at the clients risk and the company will have no liability for any loss suffered by the client arising from the loss of any such documents and files (whether or not resulting from any act or default of the company).

The company will use its reasonable endeavours to recover the VAT in accordance with this agreement, the company will not be liable to the client if for whatever reason the relevant VAT authority fails to refund the VAT claimed by the company, or the company is otherwise unable, or fails, to recover the VAT.

Currency conversions are at the discretion of the company and are based on the daily rates published by www.xe.com.

This contract shall be governed by and construed in accordance with the laws of England and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

Authority

The client acknowledges that foreign authorities may require a letter of authority nominating the company to act on behalf of the client in matters appertaining to VAT recovery and will accordingly sign, date and return to the company any such letters as may be required.

The client acknowledges that some Foreign authorities may require a Power of Attorney nominating the company to act on the client's behalf in matters appertaining to VAT recovery and therefore acknowledges that the company may appoint a Notary Public where appropriate and any fees incurred will be the responsibility of the client.

The client authorises the company to contact their VAT office in connection with the VAT recovery service and to obtain any information or documents that may be required by the company to carry out this service.

For quarterly and half yearly claims, all supporting documents must be received by the company within 3 weeks following the end of the relevant period.

In order to allow the company sufficient time to prepare each claim for VAT Recovery the company must receive the necessary invoices and/or documents as soon as possible after the end of the relevant year and in any event no later than the 30th April. Any invoices/documents received after this date cannot be guaranteed to be received by the authorities for reclaim by the final submission date.

In compliance with the Community Laws 6, 8, 91 and 92, we hereby authorize the company to represent our company before the Tax Departments with regard to the procedure dealing with Value Added Tax.

The company is hereby empowered to:

Represent our company before the European Ministries of Finances to manage the recovery of the VAT that our company has paid in those countries.

Present all documentation, to do all the necessary management and receive all correspondence in order to recover the VAT from any EU country.

Present all claims, sign and stamp all the submission forms and required documents necessary for VAT reclaim from all European Ministries.

Receive reimbursed money (transfers, cheques, etc) into the bank account of the company or into those appointed by the company.

Represent our company in any appeal before the relevant institution.

We commit ourselves to return any sums improperly received.

We exempt the company from any responsibility with regard to the circulation of documents.

We authorize the company, to receive information about the situation of the applications from the Ministries of Finances.

Our company undertakes to pay the agreed commissions for the VAT reclaim to the company as soon as we receive the reimbursed money and/or we hereby authorise the company to deduct the amounts pertaining to their commission charges from any monies recovered on our behalf.

This appointment may be cancelled by means of a registered letter.

General Terms and Conditions

The use of any product issued or service provided is governed by the following Terms and Conditions:

1. Definitions

- a) In these conditions 'The Company' means Freight Link Solutions Ltd and its successors.
- b) 'Site(s)' means an authorised Payment Centre including toll & service stations which accept the Cards supplied by the Company.
- c) 'Network' means the collection of Sites which are authorised to accept cards that have been supplied by the Company.
- d) 'Card(s)' means any Card/Device issued by the Company to the Customer for the purpose of accessing road toll services or drawing fuel related Products from an authorised Site.
- e) 'Product(s)' means any authorised goods or services obtained by the Customer through the use of an authorised Card provided by the Company.
- f) 'Customer' means the person or company in whose name the account is maintained and includes employees, subcontractors or any other persons acting on behalf of the Customer.
- g) 'Credit Limit' means the maximum amount expressed in monetary terms, which the Company may, from time to time, specify to a Customer as being the limit of Products that can be purchased on credit with any Card.
- h) 'Account currency' refers to the operating currency of the customer's account. Normally this will be the national currency of the customer unless otherwise agreed in writing by the company.

2. Charges

- a) The Company may charge a fee to the Customer for issue of a Card either on setting up the account or upon replacement or renewal of the Card depending on particular circumstances.
- b) The Company may charge a fee to the Customer for the cancellation of a card within 6 months of the date of issue. The Company reserves the right to request this payment in advance.

3. Applications

- a) All applications for the issue of Cards shall be at the absolute discretion of the Company.
- b) Each Card will be valid for use by the Customer subject to the authorised credit limit.
- c) All risk of loss will pass to and be borne by the Customer from the date of dispatch of the Card.
- d) The Customer shall ensure that any person using a Card will not tamper with or try to alter or interfere with the fuel monitoring device, fuel delivery equipment or any other card reading equipment at any Site. In the event of equipment failure the Customer shall immediately inform the Site operator or where the site is fully automated the Customer shall immediately inform the Company.

4. Price

- a) The Company reserves the right to vary prices, rebates, discounts, allowances, premiums or surcharges without prior written notice.
- b) All Products will be charged at a price defined by the Company. Price details are available on request at any time.
- c) All prices are subject to all Government or other tax duties, levies charges, surcharges, assessments or impositions where applicable at the appropriate rate and any other variation of the same at any time for the account of the Customer.

5. Payment

- a) The Customer will be invoiced on a weekly/monthly or twice monthly basis. Payment shall be made by way of direct debit on the account of the Customer on or before the 15th and 30th day of the month following the month of issue of the relevant invoice(s) - or as may otherwise be agreed between the Company and the Customer. In order to comply with the direct debit requirement the Customer shall at all times:
 - i. Maintain a bank account capable of accepting direct debits;
 - ii. Keep the Company provided with an active direct debit mandate against such account;
 - iii. Ensure that every direct debit properly instanced by the Company against such account is duly met.
- b) If for any reason the Customer has not paid the full invoice value by the due date the Company reserves the right to charge interest on the account of the Customer at the rate of 8% per annum above the Bank of England base rate, payable from the due date until the date full payment has been received. If the Customer has a Bunkering Stock any outstanding balance can be reclaimed from the stock at the average Company buying price.

- c) Upon the Customer going into liquidation, whether compulsory or voluntary, or having a receiver or administrative receiver appointed over all or part of its property or business, the total outstanding balance on the Customer's account shall immediately become due and payable in full and the right to use the Card shall automatically cease.
- d) If a direct debit drawn by the Company on the Customer's accounts is returned unpaid or a cheque sent by the Customer to the Company is returned unpaid then the Customer shall pay the Company an administration charge of £30 each and every time it occurs. The Company reserves the right to increase charges at any time.
- e) If a customer cancels their Freight Link Solutions Ltd Direct Debit mandate without prior written notification then the customer shall have to pay a cancellation fee.
- f) Should any payment due to the Company not be made to the satisfaction of the Company then the Company reserves the right to demand immediate payment for all outstanding invoices whether due or not.
- g) The Customer undertakes not to factor any debts to a Third Party without written agreement of the Company, otherwise the Directors of the Customer will be personally liable for any debts not paid to the Company.
- h) The Company reserves the right to credit any European VAT recoveries against debts should the customer default on payment.
- i) The Company reserves the right to offset any funds held or obtained by it on behalf of the Customer against any amounts owing by the Customer to the company.

6. Invoicing

- a) All customers will receive a VAT invoice for the goods and services supplied by the company in the national currency of the customer unless otherwise agreed in writing by the company. If the customer makes use of cards in a country which operates a different currency to their account currency then the company will make a conversion to the agreed account currency. The company will base this conversion on the exchange rate quotation on the date of the transaction. The company is entitled to levy a currency exchange surcharge to compensate for any losses endured in the period between the transaction and the settlement date of the invoice.
- b) In the case of Toll invoicing, customers who have used their cards for the payment of tolls in the authorised Networks will receive two invoices; one invoice in the name of the customer generated by the motorway company which operates the toll network (Vialtis, Toll Collect, Autostrade etc) and one invoice in the name of the Customer generated by the Company. The latter will include the toll usage as invoiced by the motorway company as well as the service charge applied by the Company to the Customer's usage. The Customer must only pay the total value of the Company's invoice and is not liable for the amount on the motorway company invoice.
- c) The invoice generated by the motorway company is the only invoice which can be used for foreign VAT recovery.

6.1 Electronic Invoicing

All Customers will have the option of a hard copy or electronic invoice. For any Customer requesting to receive invoices via electronic format the following additional terms and conditions are deemed to have been accepted:

- a) An electronic invoice or the provision of access to such a document will be sent or provided on behalf of the Company in keeping with clause (5 a) or at such other times as agreed by the Company.
- b) Invoicing electronically will be without additional charge to the Customer, although the Company reserves the right to vary these terms or to revert to invoicing by traditional postal means without notice.
- c) If any electronic invoice fails to reach the e-mail address specified or any loss or corruption of information occurs, it is the Customer's responsibility to advise the Company immediately. No such failure or loss shall affect the Customer's liability for making payments of all amounts properly due from the Customer to the Company on or before due date of payment.
- d) For the avoidance of doubt the customer is responsible for informing the Company of all changes to the Customer's administration data which includes the destination e-mail address.
- e) The Customer is responsible for informing their local tax office, if required, of their intention to receive invoices electronically.

7. Joint and several liability

- a) Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such Customer shall be joint and several obligations of such persons.
- b) While the Company will endeavour to supply the required Products no warranty can be given that any or all of the Products are available at any particular Site.

8. Card usage

- a) The Card may only be used by the Customer and the Customer is responsible for the safe keeping of the Card and the prevention of unauthorised use.
- b) Prior to entering into any transaction in relation to the supply of Products the Customer shall present the Card at the site unless the site is unmanned.
- c) The Card may only be used to obtain the authorised Products at the Sites.
- d) The Card remains the property of the Company at all times and may only be used up to the defined expiry date.
- e) The Company may cancel a Card at any time without notice or refuse to issue a replacement Card.
- f) On cancellation or termination of this Agreement, the Customer shall return all issued Cards to the Company within 7 days. Failure to do so will result in charges being applied to the Customer's account.
- g) Possession of the Card does not confer any right on the Customer to receive Products.
- h) Sales receipts are automatically issued for every Card transaction, with the exception of automated terminals where the issue of a receipt is optional and upon request.
- i) It is the responsibility of the Customer to ensure that sales receipts are collated for the reconciliation against each invoice.
- j) Sites are required to keep copy receipts (with the exception of transactions via automated terminals) for a minimum period of two months and if requested by the Customer, the Company will endeavour to obtain copy receipts from Sites.
- k) The Company shall be entitled to charge a fee of £5.00 plus V.A.T for each copy receipt provided (or such other reasonable fee as the Company may from time to time specify).
- l) Cards that identify vehicles are issued as a management information tool to be used by the Customer. Such Cards do not provide additional security. The Customer shall be liable to pay the Company for all amounts due under the relevant Card transactions, including where the transactions are in respect of a vehicle other than that identified on the Card.

9. PIN Numbers

- a) A 4-digit PIN number will be allocated with certain specified Cards (if applicable to Card type).
- b) PIN Numbers will be treated as confidential information and should at all times be kept entirely separate from the Card.

- c) If a PIN number is disclosed to an unauthorised person the Customer must immediately notify the company as per condition 10.
- d) The PIN number is only for use at terminals within the Network of Sites.

10. Lost or Stolen Cards

- a) If a Card is lost or stolen the Customer must immediately notify the company by fax at such address the company may specify from time to time.
- b) The Customer may remain liable for all transactions made with such lost or stolen Cards for a period expiring at the end of the second working day after the day on which notification is received in accordance with clause 9 (a) save that no such release from responsibility will be given to the Customer if it can be established on probabilities that:
 - i) The Customer or the Customer'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 the Customer.
 - iii) The Customer failed to adhere to a request made by the Company to destroy or return the Card to the Company; or
 - iv) The Customer was in breach of any of the terms and conditions of this Agreement.

11. Resale

Except where expressly agreed in writing by the Company to the Customer, Products drawn against any Card issued to the Customer shall not be used by the Customer for any purpose other than for fuel, lubricant (as appropriate) or road toll payment in the Customer's own or contracted vehicles and shall not be resold or otherwise disposed of to any other persons.

12. Indemnity

- a) The Customer 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 Customer or the death or personal injury of their respective employees or agents arising out of or consequent upon the use of the Card, the Sites or the Product not being damage to property, death or personal injury caused by the negligence of the Company.
- b) The Customer shall draw the attention of any employees and agents or any persons whosoever handling or using the Products on his behalf or having access to them whilst in his possession or to whom he sells them to any instructions, warnings or suggestions concerning the methods whereby or the conditions whereupon they should be used or handled contained or referred in the Company's material safety data sheets or other literature relating to the Products or upon any label attached to them or the packaging wherein they are contained and ensure compliance by any person using or handling them with the instructions, warnings or suggestions mentioned or referred to in this clause.
- c) The Customer shall indemnify the Company in respect of any loss or liability whatsoever or whensoever suffered or incurred by the Company by reason or any breach by the Customer of the foregoing, or by reason of any failure by the Customer himself to comply with the warnings, suggestions or instructions referred to in the foregoing.

13. Force Majeure

- a) Any obligation of the Company to supply Products to the Customer shall be suspended in the event that directly or indirectly by any cause or circumstances whatsoever reasonably outside the Company's control (including without prejudice to the generality of the foregoing in the case of industrial action, any action taken by the company's own employees and in the case of Governmental action compliance by the Company with any request or instruction of the Government) the Company is prevented or hindered from supplying the Customer with his requirements of Product or from obtaining from its usual sources of supply all its requirements of crude oil and relevant Petroleum Products.
- b) On the occurrence of any of the circumstances mentioned in (a) above the Company shall determine (and may from time to time re-determine) the extent (if any) to which supplies to the Customer are to be maintained whilst such circumstances continue, having regard to its ability to obtain process and to deliver supplies, the costs of doing so, the requirements of all its customers local needs and any other consideration it considers relevant.
- c) As soon as practicable after the circumstances mentioned in (a) above cease the Company shall inform the Customer of the resumption of supplies.

14. Assignment - This agreement shall not be assignable in whole or part by the Customer without prior written consent of the company.

15. General

- a) The Customer shall immediately notify the Company of any change to the Customer's address.
- b) 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 Customer after such notice has been served on the Customer shall be construed as acceptance by the Customer of such variation or addition.
- c) Unless the Company expressly states otherwise in connection with any particular promotions, the Card does not entitle the Customer to participate in any of the Company's special offers that may be available from time to time.
- d) The Customer gives permission to the Company to carry out any enquiries with respect to opening an account.
- e) Details of this Agreement and the conduct of your account will be registered with a Licensed Credit Reference Agency. Information thus registered may be used to help make credit decisions, or occasionally, for fraud prevention or the tracing of debtors.
- f) The company reserves the right to share information contained within this application form, or any payment history following a period of trading, with third party organisations.
- g) The customer is obliged to notify the company immediately in writing in relation to any changes in the company ownership, i.e. the withdrawal, joining or change in the partners, directors or shareholders.
- h) By applying for this Card the signatory declares that they are entitled to disclose information about their company for the purposes of this application and/or anyone else associated with them and authorize the company to search and/or record information at credit reference agencies about them.
- i) Use of a card by the Customer constitutes acceptance of the terms and conditions of use.

16. Liability Of The Company

- a) 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 Customer by virtue of entering into this Agreement with the Customer.
- b) The Company accepts no responsibility and shall not be liable to the Customer for a failure (for whatever reason) on the part of an automatic dispensing pump to dispense Product at a Company Site.

17. Governing Law

This Agreement and any supplies of goods made in conjunction with the use of the Card shall be governed by the laws of England and be subject to the non-exclusive jurisdiction of the Laws of England.

18. Closing Account

- a) The Customer may close the account by giving notice to the Company in writing and by returning all Cards to the Company.
- b) The Customer will be liable to repay immediately on demand the outstanding balance on the account, including all charges, fees and costs to the date of repayment.
- c) The Customer must ensure that there are no transactions after the request to close the account.
- d) The Customer shall only cancel the direct debit mandate with the Company as described at (5) above only where all outstanding payments have already been discharged.
- e) It shall be the responsibility of the Customer to pay the company for withdrawals of Stock made using any one of the Customer's Cards after the closing of the account.
- f) The account shall be closed only when all Cards are returned to the Company and all liabilities under these terms and conditions are paid.
- g) Where the Customer returns the Card by registered post, the Customer must ensure that it is cut in two and the magnetic strip is severed.

19. Severability

Where any provisions of this agreement shall be prohibited by or adjudged by a Court to be unlawful, void or unenforceable, such provision shall to the extent required be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement and shall not, in any way, affect any other circumstances or the validity or enforcement of this agreement.

20. Application

The acceptance of the application by either an existing or prospective Customer for wither a new Card, a renewal of a Card or the replacement of a Card shall be at the sole and final discretion of the Company.