

General Business Information

<input type="text" value="Company"/>	<input type="text" value="Telephone"/>
<input type="text" value="Contact"/>	<input type="text" value="Mobile"/>
<input type="text" value="Position"/>	<input type="text" value="Email"/>
<input type="text" value="Address"/>	<input type="text" value="Nature of business"/>
<input type="text" value="Postcode"/>	<input type="text" value="No. of year trading"/>
	<input type="text" value="VAT no."/>

Additional For Sole Trader / Partnerships Only

First Principle's Name and Address

<input type="text" value="Name"/>
<input type="text" value="Address"/>
<input type="text" value="Postcode"/>
<input type="text" value="D.O.B"/>
<input type="text" value="Telephone"/>
<input type="text" value="Mobile"/>
Are you a homeowner? Yes <input type="checkbox"/> No <input type="checkbox"/>

Second Principle's Name and Address

<input type="text" value="Name"/>
<input type="text" value="Address"/>
<input type="text" value="Postcode"/>
<input type="text" value="D.O.B"/>
<input type="text" value="Telephone"/>
<input type="text" value="Mobile"/>
Are you a homeowner? Yes <input type="checkbox"/> No <input type="checkbox"/>

Additional For Limited Companies Only

<input type="text" value="Registered no."/>
<input type="text" value="Managing Director"/>
<input type="text" value="Company Secretary"/>

Trade References

<input type="text" value="First Referee"/>
<input type="text" value="Telephone"/>
<input type="text" value="Second Referee"/>
<input type="text" value="Telephone"/>

Authorisation

Terms and Conditions accepted and understood.

<input type="text" value="Signed"/>
Director / Partner / Proprieter

<input type="text" value="Print Name"/>
<input type="text" value="Date"/>

Please provide proof of this signature

Please turn over to enter your telematic device requirements

Instruction to your Bank or Building Society to pay by direct debit

Originators ID number: 627519

<input type="text" value="Bank / Building Society"/>
<input type="text" value="Address"/>
<input type="text" value="Postcode"/>
<input type="text" value="Account name"/>
<input type="text" value="Sort code"/>
<input type="text" value="Acc no."/>

Instruction to your Bank / Building Society
Please pay **CAMBRIAN FUEL CARD SERVICES LTD Direct**
Debits from the account detailed on this instruction subject to
the safeguards assured by the Direct Debit Guarantee

Banks and Building Societies may not accept Direct Debit Instructions for some types of account



<input type="text" value="Signed"/>
<input type="text" value="Reference number (office use only)"/>
<input type="text" value="Date"/>

Device Type Required

Atom Kinesis Kinesis Pro RH600 DC-3 Connect 310 Connect 420

No. of devices needed

Contract Term Length

3 Years 2 Years 1 Year

Vehicle Details

	Vehicle Registration	Vehicle Make & Model	12V or 24V
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
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16.			
17.			
18.			
19.			
20.			

If you have any issues completing this form
contact us on **01633 677677**
or email sales@cambridgancards.com

Please complete all parts of the form and send to:
Cambrian Fuel Card Services Ltd, White Hart House, Tredegar Street, Newport NP20 2BE
Failure to do so will result in a delay in the processing of your account.

12.3.2.1 The Customer fails to observe or perform any material term or condition hereof, including in any event non-payment, and such default or breach (if capable of remedy) shall not be remedied within 20 calendar days after notice in writing, specifying the breach and requiring the same to be remedied, has been given; or

12.3.2.2 any of the following events occur: (i) the presentation of a petition for winding up of the Customer; (ii) the Customer is the subject of an order or an effective resolution is passed for winding up of the Customer; (iii) the application for an order or application for the appointment of a receiver (including an administrative receiver), administrator, trustee or similar officer in respect of the Customer; (iv) if a receiver, administrative receiver, administrator or similar office is appointed over all or any part of the assets or undertaking of the Customer; (v) the Customer making a composition or arrangement with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement; (vi) the Customer goes into liquidation; (vii) the Customer becoming unable to pay its debts or otherwise becoming insolvent, or (viii) the Customer ceasing, or threatening to cease, to carry on business; or

12.3.2.3 there has been any delay or failure in performance under the Contract resulting from any event of Force Majeure, which delay or failure shall have continued for a period of three months.

12.4 In the event of termination in accordance with clause 12.3, the Customer shall pay any unpaid fees covering the remainder of the Initial Term and any subsequent Renewal Period.

12.5 In the event that a Customer terminates its Contract with the Supplier, such Customer shall pay the Supplier the Non-Return Fee in accordance with the payment terms set out in clause 7.

13. Data Protection

For the purposes of this clause 13, "personal data", "process/processing", "data controller", "data processor", "data subject", and "personal data breach" shall have the same meaning as in the Data Protection Laws. "Data Protection Laws" means in relation to any Personal Data which is Processed in the provision of the Services, the EU Data Protection Directive 95/46/EC until 25 May 2018 and the General Data Protection Regulation (EU) 2016/679 ("GDPR") on and from 25 May 2018.

13.1 The Parties will each observe all provisions of the Data Protection Laws, insofar as the violation of such provisions affects the interests of the other Party and/or the data subject involved. This includes the obligation of the Customer to duly inform involved data subjects about the processing of their personal data by the Supplier under the instruction of the Customer.

13.2 The parties acknowledge that, in respect of any personal data which the Company processes on behalf of the Customer in connection with this Contract, including but limited to the data generated by or related to the operation or performance of the Services (including the Data Reports and Location Data), the Customer shall be the data Controller and the Supplier shall be the data processor.

13.3 The Supplier shall only collect, Process, store, and use personal data, and the Location Data, to the extent that such is necessary for the performance of this Agreement and the improvement of the Service.

13.3.1 as required to meet the Customer's lawful, documented, and reasonable instructions (which shall unless otherwise agreed be to process personal data to the extent that such is necessary for the performance of this Agreement and the improvement of the Service); and

13.3.2 as required to comply with an EU or Member State law to which Supplier is subject, in which case Supplier shall (to the extent permitted by law) inform the Customer of that legal requirement before processing that personal data.

13.4 The Customer instructs the Supplier to collect, Process, store and use the Personal Data for the purpose as included under clause 13.3 above.

13.5 The Customer hereby consents to the Supplier's appointment of subprocessors who may from time to time be engaged by the Supplier in support of the Supplier's provision of the Services to the Customer, including, but not limited to, in relation to the outsourcing by the Supplier of the hosting of its data centres to a third party within the European Economic Area. The Supplier warrants that such third parties shall be legally bound to the relevant provisions of this Agreement and to their respective obligations under the provisions of the data protection law as a data processor.

13.6 The Customer may revoke its consent for the processing of personal data in relation to this Contract at any time. Such revocation must be presented to the Supplier in writing and shall not affect the Contract and will leave the Customer's obligations (including payment obligations) under the Contract intact. The Customer acknowledges that as a result of such revocation the Supplier may not be able to provide the Services

13.7 The Supplier shall implement appropriate technical and organizational measures to protect any personal data collected under the Contract against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of processing. Having regard to the state of the art and the cost of their implementation, such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected.

13.8 Upon becoming aware of a personal data breach, the Supplier shall:

13.8.1 notify the Customer without undue delay and in any event within 72 hours; and

13.8.2 co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of that personal data breach, provided in each case that the Customer shall reimburse Supplier in full for all costs (including for internal resources and any third-party costs) reasonably incurred by Supplier in performing the obligations under this clause 13.8 to the extent the personal data breach was not caused by Supplier.

13.9 The Supplier shall:

13.9.1 ensure that its employees who may have access to the personal data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;

13.9.2 cease processing the personal data within 120 days upon the termination or expiry of the Agreement or, if sooner, the Service to which it relates and as soon as possible thereafter, either return, or securely wipe from its systems, the personal data and any copies of it or of the information it contains. For the avoidance of doubt this shall not apply to the Statistical Data which the Supplier shall be entitled to retain; and

13.9.3 to the extent permitted by law, make available to the Customer such further information and (as applicable) co-operate in the conduct of any audit or review exercise, as the Customer may reasonably require to provide assurance that Supplier are in compliance with the obligations set out in this clause 13, provided always that this requirement shall not oblige Supplier to provide or permit access to information concerning (i) Supplier internal pricing information; (ii) information relating to Supplier's other customers (including any pricing information); (iii) any of Supplier non-public external reports; (iv) any internal reports prepared by Supplier internal audit function; (v) any intellectual property rights of the Supplier; or (vi) any information which would infringe the GDPR or other European or Member State data protection provisions. Further a maximum of one audit or review may be activated under this clause in any twelve (12) month period and provided always that the parties shall (acting reasonably) agree a mutually convenient date for the audit or review to take place.

13.10 The Customer as data controller warrants that:

13.10.1 It has all authority and consents necessary to enable the Supplier to process the personal data in accordance with the Data Protection Laws for the purposes of this Agreement;

13.10.2 It has complied with and shall, during the Agreement, continue to comply with the obligations of a data controller under the Data Protection Laws..

13.11 The Customer shall indemnify the Supplier and keep the Supplier indemnified against all claims, demands, actions, proceedings, damages charges, costs and expenses which may be brought against the Supplier in respect of or in connection in any way arising out of or in connection with a breach by the Customer of clause 13.10.

13.12 The Parties acknowledge that they have agreed that the Customer will respond to enquiries from data subjects, any governmental and/or judicial body concerning the processing of personal Data by the Supplier and the Customer should have sufficient processes in place to handle such enquiries.

13.13 The Annex to this Agreement sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subject as required by Article 28(3) of GDPR or equivalent provisions of any Data Protection Laws. As between the Parties, nothing in the Annex confers any right or imposes any obligation on either Party.

14. Confidential Information

14.1 Each Party agrees that for the duration of this Contract and for a subsequent period of three years they will at all times keep any Confidential Information of the other Party as confidential and shall not permit the same to be copied, used, disclosed or disposed of except in accordance with this Contract. The provisions of this clause 14 shall not apply to Confidential Information which is already in the public domain or becomes so at a future date other than by breach of this Contract.

15. General

15.1 No breach of any provision of these Terms or the Contract will be waived except with the express written consent of the Party not in breach.

15.2 If any provision of these Terms or the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of these Terms or the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant provision will be deemed to be deleted).

15.3 Contracts or this Agreement may not be varied except by a written document signed by or on behalf of each of the Parties.

15.4 The Supplier shall be entitled to amend these Terms by publication on the Supplier's website, which amendments shall enter into force on the date that they appear on the Supplier's website and apply to all Contracts entered into after that date.

15.5 The Supplier may freely assign its rights and obligations under these Terms or the Contract without the Customer's consent. Save as expressly provided in a Contract, the Customer may not without the prior written consent of the Supplier assign, transfer, charge, license or otherwise dispose of or deal in a Contract or any rights or obligations under these Terms or the Contract.

15.6 Each Contract is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party save for any third party software sub-licensing provisions. The right of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to a Contract is not subject to the consent of any third party.

15.7 The Contract constitutes the entire agreement between the Parties in relation to its subject matter, and supersedes all previous agreements, arrangements and understandings between the Parties in respect of that subject matter, provided always that the usage of the Website by the Customer shall be governed by the Website Terms and Conditions.

15.8 Failure or delay by either Party in enforcing or partially enforcing any provision of this Contract will not be construed as a waiver of any of its rights under this Contract. Any waiver by one Party of any breach of, or any default

under, any provision of the Contract by the other Party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

15.9 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the Parties submit to the exclusive jurisdiction of the English courts.

Annex: Personal Data

This Annex includes certain details of the processing of the personal data as required by Article 28(3) GDPR or equivalent provisions of any Data Protection Law.

Subject matter and duration of the processing of the personal data

The subject matter and duration of the processing of the personal data are set out in this Agreement

The nature and purpose of the processing of the personal data

The nature and purpose of the processing of the personal data are set out in this Agreement

The types of the Personal Data to be Processed

The personal data comprised in the Data Reports and the Location Data

The categories of Data Subject to whom the Personal Data relates

The individuals engaged as drivers in the Fleet

The obligations and rights of the data controller

The obligations and rights of the data controller and data controller are set out in this Agreement.