WEX Europe Services (UK) Limited

Esso Card™ General Terms and Conditions (*Consumers*)

These terms and conditions set out the agreement between (1) you (“**you**” or **your**”); and (2) WEX Europe Services (UK) Limited, a company incorporated in England and Wales (registration number 08903805) having its registered office at Emperor Court, Emperor Way, Crewe Business Park, Crewe, Cheshire, England, CW1 6BD (“**us**”, “**we**” or “**our**”). Our registered VAT number is GB 176 2276 92.

Your use of the Esso Card™ will be governed by the terms and conditions below. Please read through these terms and conditions carefully, as they apply to all customers that receive the Esso Card from us mainly for personal use. You can download a copy of these terms and conditions at any time from our website www.essocard.com/blc

These terms and conditions tell you who we are, how we will provide the Esso Card™ to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms and conditions, or you think these terms and conditions require any changes, please contact us to discuss. You should also contact us to tell us about any problems, questions or complaints you have in relation to our services. You can contact us by telephoning our customer service team at 0[800 626672](https://www.google.com/search?q=wex+europe+services&rlz=1C1GCEB_enGB962GB963&oq=wex+europ&aqs=chrome.0.0i512j69i57j0i512l4j69i60l2.2997j0j7&sourceid=chrome&ie=UTF-8) or by writing to us at help@wexeuropeservices.com or WEX Europe Services, Emperor Way, Crewe CW1 6BD, United Kingdom

These terms and conditions apply to all customers that receive the Esso Card™ from us mainly for personal use. If you use the Esso Card™ from us mainly for the purposes of your trade, business or professional, these terms and conditions will not apply, and your use of the services will be governed by our terms and conditions applicable to business customers - www.wexeuropeservices.com/en-gb/terms-conditions/

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# Special rules of interpretation used in these Terms

Some of the words and phrases used in this agreement have special meanings. These words and phrases are will begin with a capital letter and are listed below:

**Affiliate** means, in relation to us, our parent company WEX Inc. or any company in which WEX Inc. owns or controls, directly or indirectly, 50% or more of the voting stock;

**Blue Light Card Member** means a member the blue light card scheme, details of which are set out at https://www.bluelightcard.co.uk/contactblc.php (or any replacement or similar scheme from time to time

**Card Program** means the Card scheme that we own and/or operate based on which we issue Cards for use by our customers;

**Card** means a payment card issued to you by us and/or by any third party designated by us. This excludes loyalty cards that we may issue from time to time;

**Contract** means a contract for the supply of one or more Cards to you, which shall enable you to purchase Goods from Retailers;

**Credit Limit** means the maximum amount of unpaid Transactions that can be outstanding on your account at any time. The Credit Limit is determined, and may be revised at any time, by us in our sole discretion. We will communicate the Credit Limit to you from time to time and upon request;

**Fuel Products** means all grades of diesel and petrol products supplied by us to you from time to time;

**Goods** means Fuel Products, Non-Fuel Products and any other products and/or services that may be purchased from time to time in accordance with this Contract;

**Prices** means the prices that are charged for the purchase of Goods with Cards;

**Retailers** mean roadside service stations in the UK where Goods may be available to be purchased with Cards;

**Terms** means these terms and conditions, along with the Card Application Form;

**Transaction** means each use of a Card to obtain Goods at a Retailer.

When we use the words "writing" or "written" in these Terms, this includes emails.

These Terms are written and available only in English. All our communications with you relating to these Terms will be in English.

# How a contract between you and us is formed

* 1. **An application that you make to us for a Card does not form a Contract between you and us until we accept your application.** Each application that you make to obtain a Card from us will be deemed an offer by you, which is subject to acceptance by us of your application. Only one application per Blue Light Card Member will be accepted. A Contract between you and us will be formed once we tell you that we have accepted your application. Once we have accepted your application, we will deliver a Card to you in accordance with section 3 below. Cards are provided by us subject to your compliance with these Terms.
	2. **How we verify your credit or debit card details.** During the application process, we will ask you to validate the credit or debit card details that you have provided to us. By doing this, you agree to us taking £0.01 from your debit or credit card. If your credit or debit card details are incorrect or cannot be validated for any reason whatsoever, we will not take £0.01 from your card and your application will not be accepted by us.
	3. **Even if we do not tell you that we have accepted your application, your first Transaction with a Card will result in a Contract between you and us.** Regardless of what it says in section 2.1 above, your first Transaction with a Card will constitute acceptance of these Terms by you and a Contract will come into force between you and us on the basis of these Terms.

# Delivery of Cards

* 1. **Where we will deliver Cards to and when you become responsible for Transactions made with a Card.** Unless otherwise agreed between you and us:
		1. Card(s) will be delivered by us to your residential address or to such other UK address that you may nominate;
		2. responsibility for Transactions made with Card(s) will pass from us to you when the Card(s) are delivered to you.
	2. **When we will deliver Card(s) to you.** We will aim to deliver Card(s) within a reasonable period after accepting your application for Card(s), and in any event, no later than 30 days after the date that we accept your application. If we provide a delivery date, this shall be an estimate only and may be subject to change.
	3. **We only provide Cards to residents in the UK.** Our website is solely for the promotion of our Cards in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

# The Card Program

* 1. **There are no minimum sale or purchase obligations with a Card.** We are not obliged to sell, and you are not obliged to purchase, a minimum amount of Goods using a Card. We do not guarantee the availability of Goods that may be available to be purchased with Cards at Retailers.
	2. **The Goods available to be purchased with a Card may change.** We may, at any time and without telling you in advance, extend or reduce the range of Goods that may be purchased with a Card under the Card Program.
	3. **The availability of Retailers that accept Cards may change.** We may, at any time and without telling you in advance, add or remove Retailers that accept Cards for the purchase of Goods.
	4. **Card acceptance.** Cards may only be used and will only be accepted in the UK.
	5. **Retailers may refuse to accept Cards.** Retailers have the right to retain Cards and/or refuse to supply Goods, accept Cards or to process Transactions for any reason, including but not limited to, shortage of fuel or other products, technical failure of equipment or a failure to comply with these Terms. If Goods have already been supplied to you and the Retailer refuses to accept a Card for whatever reason, you must pay the Retailer’s price for the Goods with another means of payment, such as debit card or credit card.
	6. **Changes to the Card Program.** We may change or end the Card Program and/or replace it with a different program. If we do this, we will give you as much notice as possible. If you do not wish to accept the changes to the Card Program, you may immediately terminate the Contract without penalty by notifying us.

# Ownership and use of Cards

* 1. **We will still own Cards even while they remain in your possession.** Cards remain our property at all times. We may cancel or block Cards or refuse to renew or replace Cards in our sole discretion and you must return Cards on first request to us.
	2. **You may only use a Card in accordance with these Terms.** A Card may not be used in, amongst others, the following circumstances:
		1. after the expiry date shown on the Card;
		2. if you have exceeded your Credit Limit;
		3. if a Card has been reported lost or stolen or the PIN has been compromised;
		4. if a Card has been cancelled or blocked or we have requested its return to us;
		5. if you have breached any of the procedures for use of Cards that we notified to you;
		6. if you have failed to pay us on time, including if you have insufficient funds at the time we collect your payment;
		7. by a person other than the person named on the Card;
		8. if the correct PIN code has not been entered.

Regardless of what it says in sections 5.2.1 to 5.2.8 above, you must pay us for any Transactions incurred as a result of any breach of this section 5.2.

* 1. **Online and offline Transactions.** Transactions will be processed online except if this is not possible for technical reasons relating to the equipment required for the processing of online Transactions. If it is not possible to process a Transaction online, it may be processed offline instead. Online Transactions must be verified by PIN. Offline Transactions (where permitted) must be confirmed by PIN or by your signature on the sales voucher. You acknowledge that sometimes it is necessary to process Transactions offline and you agree to pay for those Transactions in accordance with your usual payment terms. However, Retailers are not obliged to process Transactions offline.
	2. **What you must do to protect Cards in your possession.** You are responsible for identifying and taking all necessary precautions to ensure the safe storage and use of a Card and its PIN. Regardless of what is previously written, we may recommend security precautions to you occasionally. All Cards are issued with a PIN. You must ensure that the PIN is not compromised, such as by keeping the PIN secret from any other person, never storing the PIN together with the Card and entering the PIN discreetly.
	3. **We may put in place security limits on Cards to prevent fraud.** We may determine security limits (such as a maximum value per Transaction, a maximum value for all Transactions per Card over a period of time or a maximum number of Transactions per Card over a period of time), above which Transactions may be refused or Cards may be blocked. These limits are determined, and may be revised at any time, by us in our absolute discretion. We may, but have no obligation to, refuse Transactions or block Cards that exceed such security limits and we will not be liable if Cards are used exceeding these security limits.
	4. **You may be asked by Retailers to prove your identity.** A Retailer may, but is not obliged to, request that you show appropriate identification to prove that your identity corresponds with the name shown on the Card. If you are unable to prove your identity, a Retailer may refuse the Transaction and/or retain the Card.
	5. **You must tell us if a Card has been lost or stolen.** If you have reason to believe that a Card has been lost or stolen, you have not received a Card when due or the PIN has been compromised, you must tell us immediately via our web portal or by telephone. We will block compromised Cards as soon as possible.
	6. **You are liable for all Transactions made with a Card until you tell us it has been lost, stolen or compromised.** You remain liable for all Transactions made with a lost, stolen or compromised Card (including where a Card has been cloned) until the point at which you tell us that the Card has been lost, stolen or compromised. However, if Transactions are made with the Card using the correct PIN, you will remain liable for those Transactions until we actually block the Card, which we will do as soon as possible.
	7. **You must provide assistance to us to investigate a lost, stolen or compromised card.** We may, but are not obliged to, investigate the loss, theft or cloning of a Card. If we carry out an investigation, you must provide assistance to us to allow us to properly carry out our investigation.
	8. **You must tell us if you want to cancel a Card.** If you wish to cancel a Card for any reason, you must tell us via our web portal or by telephone. If requested by us, you must return the cancelled Card to us with the corner cut off. You must not use the Card after you have told us that you wish for it to be cancelled, however if you do use it, you will remain liable for any Transactions made with the Card.
	9. **When you receive a new Card, you must destroy the old one.** If you receive a new Card to replace an existing or expired Card, you must ensure that any replaced Cards are immediately destroyed. If you do use a Card that has been replaced with a new Card, you will remain liable for any Transactions made with that Card.

# Prices and payment

* 1. **There is no price payable for the Card itself.** We will not charge you to provide you with a Card. The Card is provided for your use with Retailers for the purchase of Fuel Products and Non-Fuel Products. As noted in section 5.1 above, we will still own Cards even while they remain in your possession.
	2. **The applicable Prices that will apply to the purchase of Goods with Cards will be displayed on our website.** You will find the applicable Prices on our website here [www.essocard.com/blc](http://www.essocard.com/blc) These Prices may include a discount off the price posted at the Retailer applicable to the purchase of Esso branded Fuel Products. We do not offer any discounts on the purchase of Non-Fuel Products and the purchase of Non-Fuel Products shall always be charged at the price posted at the Retailer.
	3. **We will charge you for all Goods purchased with Cards.** Payment will usually be collected for the Goods together with the relevant taxes, duties and levies applicable in the UK two business days following the Transaction(s). We will issue you with a sales receipt once this payment has been collected. We may amend the payment terms by giving you at least 28 days’ notice. If you do not wish to accept the amended payment terms, you may immediately terminate the Contract without penalty by notifying us.
	4. **Payment for multiple transactions.** If you make multiple Transactions in a single day, we will collect payment for the total value of all of those Transactions. Your sales receipt will show the number and value of each Transaction for which you have been charged.
	5. **Sales receipts will be in electronic format unless you request otherwise.** All sales receipts for the purchase of Goods will be in electronic format. You may request a paper copy but you must pay a reasonable charge in order for us to provide this to you. We will provide details of the charge on receiving your request.
	6. **We will charge you based on data for Transactions received from Retailers.** This means that we cannot guarantee that the data we receive will be accurate or complete. If we receive a correction of the Transaction data from a Retailer, we may need to issue you with a credit note or collect an additional payment taking into account the correction.
	7. **We do not issue sales vouchers or duplicates of them.** If you require a sales voucher or a duplicate of it, you must obtain it from the Retailer at the time of the Transaction.
	8. **How you need to pay for Goods purchased with Cards.** We will collect payment for Transactions from the debit or credit card details provided by you at the time of your application. You must ensure that you provide us with valid credit or debit card details at all times whilst this Contract remains in force. If we are unable to collect a payment (for example, if you have insufficient funds in your bank account), you must contact us to pay the overdue balance as soon as possible. We may charge you our reasonable administration costs for the handling of any payments we are unable to collect.
	9. **If you fail to pay on time then we may block Cards, withdraw the Credit Limit and/or make changes to the invoicing and/or payment terms.** Any failure by you to pay on time will cause us to review our Contract to determine whether we need to block Cards, withdraw the Credit Limit and/or make changes to the invoicing and/or payment terms to prevent further arrears. We may make these changes in our sole discretion.
	10. **We may charge interest and costs on overdue amounts that you owe to us.** If you have failed to pay us on time, we may charge you 4% per annum above the Bank of England base rate on the relevant overdue amounts. We may also charge you our reasonable debt collection costs, including legal fees and other costs of recovery.
	11. **If you have any dispute over the amounts stated in Sales Receipt that we issue to you, you must contact us as soon as possible.** You should do this not less than three months’ after you receive the sales receipt for the Transaction that you wish to dispute, otherwise we will consider that you do not object to the Transaction. You can telephone our customer service team at 0[800 626672](https://www.google.com/search?q=wex+europe+services&rlz=1C1GCEB_enGB962GB963&oq=wex+europ&aqs=chrome.0.0i512j69i57j0i512l4j69i60l2.2997j0j7&sourceid=chrome&ie=UTF-8) or by writing to us at help@wexeuropeservices.com or WEX Europe Services, Emperor Way, Crewe CW1 6BD, United Kingdom.
	12. You shall make all payments properly due under a Contract without making any deduction from the amount due.

# Our responsibility for loss or damage suffered by you

* 1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you raised it with us in discussions before the Contract was made.
	2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Goods; and for defective products under the Consumer Protection Act 1987.
	3. **We are not liable for business losses.** Cards are provided for personal use only. If you use Cards for any commercial or business purposes we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
	4. **We are not liable for loss or damage arising due to events outside of our control.** These events might include industry strikes, war, national emergencies, acts of god (such as fire, floods or pandemic) and inability to obtain energy or utilities or unforeseeable breakdown of equipment or computer systems. If an event like one of those previously mentioned affects our ability to perform the Contract, we will make reasonable efforts to resume performance of the Contract as soon as possible.

# When and how you may end your Contract with us (including if you have changed your mind)

* 1. **You must tell us if you want to end the Contract.** If you wish to cancel your Contract with us in accordance with these Terms or your legal rights, please contact customer services on 0[800 626672](https://www.google.com/search?q=wex+europe+services&rlz=1C1GCEB_enGB962GB963&oq=wex+europ&aqs=chrome.0.0i512j69i57j0i512l4j69i60l2.2997j0j7&sourceid=chrome&ie=UTF-8) or email us at help@wexeuropeservices.com.
	2. **You must give us prior notice that you wish to end your contract with us:**
		1. You have the legal right to cancel a Contract without penalty within 14 days from the date that you received your first Card from us (this is called the “cooling off” period).
		2. After expiry of the “cooling off” period, you must give us 28 days' notice that you wish to end your Contract with us.

If you have used Cards to purchase Goods within the notice period above (including the “cooling off period”), you must still pay us for those Transactions.

* 1. **Ending your Contract because of something we have done or are going to do.** If you are ending a Contract for a reason set out at sections 8.3.1 to 8.3.3 below, the Contract will end immediately. The reasons are:
		1. we have told you about an upcoming change to the Card Program (see section 4.5), about a change in the invoicing and/or payment terms applicable to you (see section 6.3) or about an upcoming change to these Terms (see section 11.4);
		2. we have suspended acceptance of the Cards at Retailers for technical reasons, or we have notified you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or
		3. you have a legal right to end the contract because of something we have done wrong, including because we have delivered late (see section 3).
	2. **Destroying or returning Cards after you end the Contract with us.** If you end the Contract with us for any reason after we have dispatched Cards to you, you must return the Cards to us if we ask you to. Otherwise, you must securely destroy all Cards in your possession without delay after our Contract with you has ended. We will pay the costs of return of your Cards to us if ending a Contract for a reason set out at sections 8.3.1 to 8.3.3 above. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return of your Cards to us.

# Our rights to end the Contract

* 1. **We may end the Contract if you break it.** We may end the Contract at any time by writing to you if:
		1. you are no longer a Blue Light Card Member;
		2. you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
		3. you are made bankrupt or you enter into a formal arrangement with your creditors for repayment of your debts;
		4. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Cards;
		5. you do not, within a reasonable time, allow us to deliver the Cards to you; or
		6. you breach any other term of the Contract and you fail to correct that breach within 14 days of us asking you to do so.
	2. **You must compensate us if you break the Contract.** If we end the Contract in the circumstances set out in section 9.1, we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract. We will collect these costs in accordance with clause 6.
	3. **Destroying or returning Cards after we end the Contract with you.** If we end a Contract with you for any reason after we have dispatched Cards to you, you must return the Cards to us if we ask you to. Otherwise, you must securely destroy all Cards in your possession without delay after our Contract with you has ended.

# How we may use your personal information

Our Privacy Statement, available at <https://www.wexeuropeservices.com/en-gb/privacy-statement/>, explains how we will collect and process your personal data in the course of our Contract with you. If you have any questions about the processing of your personal data, please contact our dedicated Privacy email address, the details of which are found in our Privacy Statement.

# Other important terms

* 1. **We may transfer this agreement to someone else**. We may transfer our rights and obligations under these Terms to another organization (such as one of our Affiliates). We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under our Contract.
	2. **You need our consent to transfer your rights to someone else**. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. We may not agree if, for example, the proposed transferee is unlikely to be able to fulfill his or her obligations (such as payment) under our Contract.
	3. **If a court finds part of these Terms illegal, the rest will continue in force**. Each section of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining subsections will remain in full force and effect.
	4. **These Terms can be changed by us on giving you 28 days’ notice.** We will tell you about any changes that we intend to make to these Terms. You will have the opportunity to read the changes to the Terms before they come into effect. If you do not wish to accept the changes to the Terms, you may immediately terminate the Contract without penalty by notifying us.
	5. **Nobody else has any rights under this contract (except where we agree to you transferring your rights to somebody else).** A Contract is between you and us. No other person shall have any rights to enforce any of its terms, except where we agree that you may transfer your rights to somebody else. Neither you nor us will need to get the agreement of any other person in order to end a Contract or make any changes to these Terms.
	6. **Even if we delay in enforcing the Contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Goods, we can still require you to make the payment at a later date.
	7. **Which laws apply to this Contract and the Terms and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services we provide in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services we provide in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services we provide in either the Northern Irish or the English courts.