

Please complete fields below in CAPITAL letters using black ink and tick (✓) where appropriate.

**1. Account Settlement Details**

From which account do you want to pay your Fleetman credit card?

Account Number:

Account in the name of:

Customer Number:

Business Registration Number (BRN):

**Fleetman Card**

	Vehicle Registration Number	Vehicle Make	Vehicle Model	Vehicle Type - C/U/L/M/O*	Driver's name	Monthly Credit Limit Applied fo <sup>2</sup>
Vehicle Number 1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Vehicle Number 2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Vehicle Number 3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Vehicle Number 4.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Vehicle Number 5.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Vehicle Number 6.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Vehicle Number 7.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Vehicle Number 8.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Vehicle Number 9.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Vehicle Number 10.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*C = Cars	U = Utility	L = Lorry	M = Motorcycle	O = Others
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<sup>2</sup> Insert the maximum amount you expect to spend, for each vehicle, at Petrol Filling Stations, during any month. If you wish to register more than 10 vehicles, please use as many forms as required and specify here the number of sheet(s):

Copy of each vehicle's Horsepower Certificate should be attached to the application

**2. At which branch do you want to collect your Fleetman credit card(s)?**

Branch Name:

**CUSTOMER DECLARATION**

I/We\*, acting in our capacity of  confirm by my/our\* signature(s) hereto my/our\* authority(ies) to act for and on behalf of and to bind the Company/Partnership/Sole Proprietorship/Association\* and hereby apply for Fleetman Credit Card(s) on behalf of the Company/Partnership/Sole Proprietorship/Association\* to be issued under the Terms and Conditions applicable to the issuance of MCB Fleetman Credit Card(s) by The Mauritius Commercial Bank Ltd. I/We\* certify that all information provided in this application form is true and correct and that the Fleetman Credit Card(s) will be used solely for business purposes.

I/We\* hereby authorise The Mauritius Commercial Bank Ltd. to debit the current account of bearing number  maintained at  with the full amount utilised by the Company until further notice.

**As signatory(ies), I/we\* acknowledge that I/we\* have read and understood the Terms and Conditions Governing Data Protection and Processing, accessible on MCB website.**

Authorised Signatories as per Acts and Deeds



Signature:

Name:

Title:

Date:  /  /  (dd/mm/yyyy)

Signature:   
If more than one signature needed

Name:

Title:

**FOR BANK USE ONLY**

Main Account number:

FOS Ref:

**For approval purposes only:**

Remarks:

Approved  Rejected  Referred

Manager's Signature:

Signature Code:

# MCB Fleetman Corporate Credit Cards

## Introduction

This document is the Agreement between The Mauritius Commercial Bank Ltd and its non-individual customers (hereinafter referred to as The Company for use of MCB Fleetman Credit card.

## Preamble

- A. Whereas The Mauritius Commercial Bank Ltd (hereinafter referred to as MCB), is duly authorised to issue Fleetman Credit Card (hereinafter referred to as Card) and to enter into any agreement with regard to such issue.
- B. Whereas MCB shall at the request of its client, make available 'the Fleetman' Credit Cards, whose application to this effect shall have been received and accepted. The Card shall be issued and delivered to the Company. The Card will display the vehicle number listed in the application form.
- C. Whereas the Company, by execution of the Fleetman Credit Card Application or use of the Card, Card number (individually and together referred to as the "Card"), agrees to be formally and irrevocably bound by the present terms and conditions, which shall be deemed to have been read, understood and agreed, of this Agreement, and be responsible for all uses of the Card. This Agreement applies to all Transactions made on the Account linked to the Card.
- D. Whereas the Company unreservedly accepts that, the present Terms and Conditions may be amended from time to time and at any time by MCB in its sole and absolute discretion. The Company shall be notified of such amendments 30 days prior to the effective date of such amendments. Unless and until the Card is returned by the Company within 15 days of such notification, it shall be deemed to have accepted the said amendments and be bound thereby.

## 1. Definitions and Interpretations

- 1.1 "Account" or "Bank Account" means the Company Account linked to the Card as designated by the Corporate entity and that account will be debited following any transaction with the Card
- 1.2 "Card" means MCB Fleetman card issued by the MCB to the Company for a specific vehicle.
- 1.3 "Client" refers to the Company applying for the Card
- 1.4 "Credit Limit" is the maximum amount of credit allowed at any time on the card Account
- 1.5 "Client's Credit Card Account" means the account to which all cards of the same Corporate entity are attached to.
- 1.6 "Vehicle Credit Card Account" means the special account attached to the specific card/s issued for a vehicle.
- 1.7 "Merchant" means a business establishment or a retailer who has agreed to accept Fleetman Card for payment of its goods and services.
- 1.8 "POS" means Point of Sale.
- 1.9 "Transaction" means any purchase made by using the card.
- 1.10 "Vehicle Number" means the registration number assigned to the vehicle.

## 2. Purpose of the Card

- 2.1 The Card is accepted in petrol station and enables the Company:
  - 2.1.1 To pay for petrol and other related services supplied by the merchants displaying the 'Fleetman' sign in Mauritius for the vehicle.
- 2.2 The Card shall not be used for any unlawful purpose, including the purchase of goods or services prohibited by local law applicable in the Company's jurisdiction.

## 3. Issue of the Card

- 3.1 The MCB shall issue the Cards to those Clients whose applications to that effect have been approved and who have already opened with the MCB a special account entitled "Client Credit Card Account".

## 4. Credit Limit of the Card

- 4.1 The credit limit associated to each Card will be according to the authorized limit granted to each vehicle as requested by the Company in the Fleetman Card Application Form submitted to the Bank
- 4.2 The Company may however apply for a review of the credit limit allotted on the Card at any time, which credit limit shall be approved by the MCB and at the latter's sole discretion.

## 5. Use of the Card

- 5.1 The Client acknowledges that the Card will be used for the purposes set out in Clause 2.
- 5.2 The Client undertakes to exercise the utmost care to prevent the Card from being lost, defaced or stolen.
- 5.3 Before effecting any transaction, the Client shall ensure that it has sufficient funds standing to the Vehicle Credit Card Account with the MCB so that the transaction is authorised by the MCB.

## **6. Payment for Goods and Services**

- 6.1 Payment for goods and services shall be evidenced by the POS voucher issued by the merchant.
- 6.2 Any claims or disputes between the Client and the supplier of goods or services supplied with the use of the Card shall be deemed to be irrelevant to the MCB's claim and right to receive payment from the Client in terms hereof. Under no circumstances shall the Client have a claim against the MCB or the right to refuse payment for any reason whatsoever in the event of a dispute arising between the Client and the supplier of any goods or services acquired with the use of the Card. However, the MCB shall be entitled and undertakes to provide all necessary information relating to the use of the Card to the Client.
- 6.3 The MCB shall not be liable for the refusal by any merchant to accept or honor the Card for any reason whatsoever.
- 6.4 Where a Merchant becomes liable to make a refund to a Card, the MCB shall credit the Vehicle Credit Card Account with the amount to be refunded either on receipt of a Credit Voucher issued by the Merchant or on receipt of a letter from the Merchant requesting such a refund.

## **7. Methods of Settlement**

- 7.1 The Card is subject to a monthly banking service charge, to be fixed by the MCB.
- 7.2 MCB shall send to the Client, a monthly statement of banking service charge and all transactions effected setting out the total debit or credit balance, as the case may be, on the Vehicle's Card account as at the statement date - the non-receipt by the Client of a monthly statement shall not, in any way, discharge the Client from its obligation to effect payment of any sum due as laid down hereunder.
- 7.3 The debit balance of the Client's Credit Card Account shall be settled in full on payment due date.
- 7.4 The debit balance of the Client's Credit Card account shall be charged with interest at such rate as may from time to time be fixed by the MCB, and computed on the daily debit balance from the transaction date. The Client shall be entitled to a fifteen day grace, provided it settles the outstanding amount before the end of that period.
- 7.5 The Client shall effect the payment referred above in accordance with usual MCB procedures.

## **8. General Conditions**

- 8.1 The Bank agrees to issue the Card to the Client. The distribution of the Card shall be upon the sole and entire responsibility of the Client. Under no circumstances whatsoever shall the Client hold the Bank liable in the event a Card is willfully or mistakenly, handed over to any vehicle to whom the Card is not addressed.
- 8.2 The Client agrees and acknowledges that the Card shall remain at all times the property of MCB and is neither assignable nor transferable and may be cancelled by MCB at any time for any reason whatsoever without any notice.
- 8.3 The Client agrees and acknowledges that it shall have sole responsibility for notifying the Bank of any withdrawal of the Card from any vehicle whose vehicle number is listed in the Fleetman Card Application Form. It shall be the sole responsibility of the Client to retain and return the Card to MCB in case of such withdrawal. The Client shall be fully liable for any charges made prior to the return of the Card to MCB.
- 8.4 Payments effected through the Card in pursuance of this Agreement shall be subject to the provisions of Articles 2150-1 and following of the Civil Code relating to the special privilege of the banker as regards all accounts maintained by the Company with MCB.
- 8.5 It is the responsibility of the Client to check its account on a regular basis and inform MCB of any suspicious transaction as soon as reasonably practicable.
- 8.6 The relevant documents and information in relation to card transactions shall be recorded by MCB for a period not exceeding seven years after the completion of the transactions and/or cessation of the business relationship with the customers. Personal data collected in relation to card transactions will be processed and kept fairly and lawfully in accordance with the applicable data protection and privacy laws.
- 8.7 If any part, term or provision of this Agreement not being of a fundamental nature should be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement which shall remain in full force and effect. This Agreement shall be binding upon the company's representatives and assigns.
- 8.8 This Agreement shall come into operation as from the date of signature of these presents and shall, subject to the provision of clause 8.9 hereunder, remain in full force and effect unless terminated by either party upon its giving 90 days' prior written notice to the other.
- 8.9 The Bank shall have the right to terminate this Agreement, with immediate effect upon any material breach or violation by the Client of any obligation contained herein.
- 8.10 MCB may refuse any request for authorisation of a transaction if it has reasonable doubt that such transaction is fraudulent.

## **9. Liability of the Bank**

The Bank shall not be liable for anything arising from or in connection with the Card transactions contemplated hereunder, including, without limitation:

- 9.1 The Client acknowledges that the Bank shall not be liable in any way whatsoever for any loss/ damage arising out of the issue of the Card and related information (vehicle number, Expiry Date,) to the Client and the latter is fully liable for all transactions effected with the card
- 9.2 MCB accepts no responsibility in relation to a refusal by any Merchant to accept the Card for any reason whatsoever.
- 9.3 MCB shall not be liable if any Merchant varies the price for the same goods and services purchased with the Card.
- 9.4 MCB shall not be responsible to the Client for any goods or services supplied to the vehicle by Merchants. Disputes arising from the supply of such goods or services shall be settled directly with the Merchants without MCB being a party thereto. The Client shall consequently not be relieved of his obligations towards MCB as regards the relevant Card Transactions.
- 9.5 MCB shall in no circumstances whatsoever be liable for any malfunctioning, temporary breakdown or misuse of POS terminals which may result in the retention of Card or it being torn, destroyed or damaged.
- 9.6 The Client acknowledges that the Bank shall not be liable in any way whatsoever for the security and confidentiality of information transmitted through the internet service provider, network provider or communication network provider or any equivalent system failures in any jurisdiction and unsuccessful transactions due to system or any other device (computer, POS) failures.
- 9.7 MCB shall not be liable for any loss that the Client may suffer if a transaction is declined, including any subsequent loss of goods and/or services if the Merchant is unable to process the transaction.

## **10. Liability of the Client**

- 10.1 The Client is responsible for the safekeeping and use of the Cards. They shall exercise the utmost care to prevent the Cards from being lost, defaced, stolen or used by unauthorised persons.
- 10.2 Subject to the provisions of Clause 11, the Client's liability shall last until the written notification of the loss, theft, or suspected theft referred to in Clause 11 is received by the Bank.
- 10.3 In case of fault or negligence by the Client in the safekeeping of its Cards, the MCB shall be entitled to report the matter to the Police and to claim damages from the Client, even though the latter has notified the loss, theft or abstraction.

## **11. Loss or Theft of the Card**

The Client agrees to hereunder provisions that shall apply in case of loss or theft of the Card:

- 11.1 The Client shall immediately report to MCB either on its 24-hour telephone number (230) 202 6060; any loss or theft of the Card, including any suspected abstraction of the Card. Such report shall, be confirmed in writing as follows:
  - 11.1.1 In case of loss, theft, or suspected theft of the Card, the Client shall report same immediately to the Bank through any available communication channel.
  - 11.1.2 In case of loss, theft or suspected theft of the Card, MCB may further require the Client to report same to the Police and to supply MCB proof that such report has been made.
- 11.2 In case of dispute as to the effective date and time of such report to the MCB, the time and date of the written confirmation shall be conclusive.
- 11.3 MCB shall in no way whatsoever, be held liable for any loss, damage resulting from any notification made by phone, which might not emanate from the Client and/or which is not confirmed in writing as per Section 11.1 above.
- 11.4 Subject to Clause 11.5 below, the Client shall be liable for any unauthorised use of the Card until official confirmation of the loss, theft or suspected abstraction of the Card is received by MCB. The transactions which have been posted to the Client Credit card account prior to receipt by MCB of the Client confirmation shall be deemed to have been effected by the Client himself.
- 11.5 Report of the loss, theft, suspected theft or abstraction of the Card, shall in no way affect any transaction effected prior thereto or those already settled by MCB or debited to the Client's account.

## **12. Fees and Charges**

- 12.1 The Client hereby represents and warrants that it shall accept liability for any and all charges made with the Card.
- 12.2 The replacement of a lost or stolen Card shall entail the payment of an additional fee. Such fees (published on [mcb.mu](http://mcb.mu)) shall from time to time be fixed by the MCB.
- 12.3 The Client shall remain liable for all charges resulting from the use of the Card, until notice of termination has been duly received by the Bank and the relative Card returned with such notice.

## **13. Duration of Validity, Renewal and Termination of the Card**

- 13.1 The Card shall be valid for a period of 3 years and up to the last day of the expiry or 'Valid Thru' date on the Card.
- 13.2 The Card shall be automatically renewed, unless contrary instructions have been given by the Company to MCB at least two months prior to its expiry date. The Bank reserves the right not to renew the card if the Client Account or the Card has been dormant or inactive during a period determined by the Bank.
- 13.3 The Card shall remain the property of MCB which may in its absolute discretion cancel its validity at any time or refuse to renew it on expiry without having to give any reason thereof.
- 13.4 In the event of winding-up or if the Client is placed in administration/receivership or breach of any of the conditions of this Agreement by the Client, MCB shall, in addition to any other remedies available may, take such steps as are necessary to stop any operation by means of the Card and to withdraw the Card.

## **14. Disputes**

- 14.1 Any claim or dispute between the Client and the Merchant in respect of goods sold or services supplied by means of the Card or any dispute between the Client and any Merchant with regard to the nature, quality of any goods or services acquired from the Merchant shall be deemed to be irrelevant to, and shall not in any way affect, the MCB's right of set-off or counterclaim against the MCB. However, the MCB shall be entitled, and hereby undertakes to provide all necessary information relating to the use of the Card to the Client and the Merchant.
- 14.2 The MCB shall not be liable for refusal of the Card by any Merchant for any reason whatsoever.
- 14.3 Where a Merchant becomes liable to make a refund to a Client, the MCB shall credit the latter's account with the amount to be refunded only on receipt of a credit voucher or electronic data slip.
- 14.4 The Client acknowledges that no Merchant is an agent of the MCB.

## **15. Modifications to the Terms and Conditions of this Agreement**

- 15.1 If there are sufficient changes on a 12-month period to warrant it, MCB shall provide to the Company a consolidation of the changes made to the Terms and Conditions over that period.

**16. Disclosure of Information**

16.1 The MCB shall be entitled, should it deem necessary, to pass on to any commercial bank, financial institution or merchant, any information relative to the Client in case of improper or fraudulent use of the Card(s), or in order to facilitate the recovery of same in case of loss or theft, or suspected abstraction and the Client hereby expressly and unreservedly authorises disclosure of such information.

**17. Sanctions**

17.1 The Client may be liable to prosecution in case of improper or fraudulent use of the Card. All costs, fees and expenses that may be incurred by MCB for the recovery of any sum due as a result of the use of the Card shall be due and payable by the Client. The commission payable to the MCB's Attorney shall not exceed 10% of the amount recovered as capital and interest.

17.2 In an action before any Court for the recovery of any sum due to MCB in connection with the use of a Card, the documents relating to the transactions effected therewith or certified photocopies thereof shall be conclusive and irrefutable evidence of the said transactions. The Client agrees to pay an investigation fee for each transaction disputed by the Company.

**18. Governing Law, Jurisdiction and Arbitration**

18.1 This Agreement shall be governed by the laws of the Republic of Mauritius. Should any dispute arise in respect of the construction, validity or performance of this Agreement the parties hereto undertake to resolve same amicably. Should the said dispute not be resolved, same may then be referred to the Courts of the Republic of Mauritius.

**For Company/Society/Partnership**

Acknowledgement of Terms and Conditions:

"Read, understood and approved" in applicant's handwriting before signing

For and on behalf of:

Signature:

Signature:   
If more than one signature needed

Name:

Name:

Title:

Title:

Date:  /  /  (dd/mm/yyyy)

Company Seal  
Where applicable