



FORM A

Form No.:

Credit A/c No.:

BUSINESS DETAILS

PLEASE FILL IN CAPITAL LETTERS IN ENGLISH

1. Organisation / Entity / Business Name: (characters including spaces not to exceed 30)\*

2. Organisation / Entity / Business Name: Printed on Card (characters including spaces not to exceed 22)\*

3. Registered Address\*:

City:  PIN Code\*:

Telephone:  STD Code  Fax:  STD Code

4. Address for Correspondence:

City:  PIN Code\*:

Telephone:  STD Code  Fax:  STD Code

5. Authorised Signatory Information:

Mr./Ms.:

Designation:

Telephone:  STD Code  Fax:  STD Code

E-mail address: .....@.....

6. Name of the key person to whom consolidated Bills/Statements should be sent

Mr./Ms.:

Designation:

Telephone:  STD Code  Fax:  STD Code

E-mail address: .....@.....

7. E-mail tracking  Internet Access  8. Statement Delivery-Mail  E-mail

9. SMS Access

I declare that I have read the Terms and Conditions\* mentioned overleaf and I agree that by using the SmartFleet Card I accept the same. The information provided on the application is correct and true to the best of my knowledge and any misrepresentation of the facts will amount to termination of the card.

Date:  /  /

Signature & Company Stamp: \_\_\_\_\_

Name: \_\_\_\_\_

Place: \_\_\_\_\_ Designation: \_\_\_\_\_

(Name & Designation of the Authorised Signatory)

\* Terms & Conditions are subject to change without notice. For the latest Terms & Conditions, please refer to www.mysmartfleet.com

Version 3.1

FOR OFFICE USE ONLY

AG ID:

Customer ID: \_\_\_\_\_

FO ID: \_\_\_\_\_

RFSMIN  /

VIGPIN  /

DATENT  /

EDTCHK  /

# SmartFleet<sup>®</sup>



## TERMS & CONDITIONS

### Definitions

- "SmartFleet™" is a program designed as a fleet management tool and targeted to vehicle fleets in India by Bharat Petroleum Corporation Limited, hereinafter called as "BPCL".
- "BPCL RO" means select BPCL retail outlets (petrol pumps) at which the SmartFleet Card will be accepted.
- "Member" means a member of the SmartFleet Program on approval, which is, any business entity controlling a fleet of vehicles.
- "Card" refers to the SmartFleet Card
- "Petromiles™" means the points given to a member for utilizing the services or facilities offered by BPCL or its Service Partners as specified in the program from time to time.
- "Service Partners" refers to all the partners that offer services, benefits, Petromiles, redemptions or any facilities and arrangements to the members of the SmartFleet Program.
- "Credit Partner" would mean and include service providers of the credit facility for the SmartFleet Program.
- "Rewards" are the rewards that a member can avail of through exchange of their Petromiles.
- "SmartFleet Member Service Centre" is the dedicated centre for members' queries related to the SmartFleet Program.
- "Service Provider" refers to outlet and agencies other than BPCL ROs at which the SmartFleet Card will be accepted and with whom BPCL and/or the Credit Partner has entered into an arrangement for acceptance of the card.

### Membership & Enrollment

1. Any business entity or individual with fleet size of minimum 5 vehicles can enroll into the SmartFleet Program. Applications for smaller fleet sizes are subject to specific approval of BPCL and / or the Credit Partner.
2. There will be an annual membership fee for the programme. The latest membership fee would be available on request and can be viewed at the website of the programme.
3. Any individual designated by the member for using the SmartFleet Card must be above 18 years of age.
4. Fleet can comprise all types of vehicles.
5. The SmartFleet card can be used only for the purchase of items activated on the card.
6. Applicants can apply for the pre-paid and / or credit facility on the card.
7. Incomplete and unsigned applications are liable to be rejected.
8. BPCL reserves the right to grant or refuse membership to SmartFleet Program.
9. SmartFleet applicants must specify items to be purchased at the BPCL RO / Service Provider for each vehicle in the application form.
10. Each business entity will be given only one card per vehicle.
11. Cards will be delivered to the member within 21 working days of receiving a completed application form.
12. The member should take adequate precautions to protect the cards and prevent damage.
13. Should a card be lost, a fresh application can be made for a new one on payment. The latest charges would be available on request and can be viewed at the website of the programme.
14. All cards will be provided with a PIN feature to be activated on first usage.
15. Any liability arising due to card loss, misuse, or out of sharing of PIN consciously or otherwise, would render the member liable for all losses.
16. The loss of the card should be intimated to BPCL immediately, and BPCL shall arrange to hotlist the card within 48 hours. However, BPCL will not be liable for any misuse whatsoever during the interim period.
17. The member will be solely responsible for the inconvenience or inability to use the card due to forgetting the PIN till the time BPCL is intimated in writing. The card will then have to be returned to BPCL who in turn will issue a new one.
18. Any change of information as provided in the SmartFleet Application Form must be notified to SmartFleet Member Service Centre in writing.
19. The SmartFleet Program has no predetermined termination date and may continue until such time as BPCL decides to terminate the Program, at any time, with or without notice.
20. Membership to SmartFleet Program is valid for 1 year from date of issue. The membership should be renewed by paying the annual charges. The latest annual charges would be available on request and can be viewed at the website of the programme. This fee is non-refundable.
21. All communication will be sent to the address given in the enrollment form and it is the responsibility of the member to inform SmartFleet Member Service Centre about any changes in the address.
22. All communication will be deemed to have been received by the member and BPCL bears no responsibility for communication not received or lost in the mail or courier.
23. The member permits BPCL to use the information provided in the application form for issuance of the card in marketing activities, but would ensure confidentiality.

### Loading & Payment – Prepaid Pouch

1. The card will have the electronic equivalent of cash loaded on the chip, which will be referred to as e-cash. The amount to be loaded will have to be deposited in cash with the dealer of the BPCL RO having loading facility.
2. The cards have to be physically taken to the smart card reader and the amount loaded onto the card.
3. The minimum load amount at each time would be Rs. 500/- per card. Any additional amount desired to be loaded would be in multiples of Rs. 100/-.
4. The e-cash is a payment towards future purchase.

### Loading & Payment – CMS

1. The account will have the electronic equivalent of cash loaded on the central account, which will be referred to as e-cash.
2. The amount to be loaded will have to be either deposited with the dealer of the BPCL RO having CMS uploading facility or at selected branches of participating banks. The latest list of banks and their branches would be available on request and can be viewed at the website of the programme.
3. The minimum load amount at a BPCL RO having CMS uploading facility would be Rs. 5000/- . Any additional amount desired to be loaded would be in multiples of Rs. 100/-.
4. The minimum load amount at the bank branch shall be Rs 20,000/-.
5. Cheque deposits at the bank branch would be subject to banking & RBI norms.
6. In case of any bank charges w.r.t. clearing of instruments, amount shall be charged against the central account.
7. All deposits in to the bank must bear your CMS account number. (i.e. Corporate ID).
8. In the event of CMS account number not being specified, credit shall not be transferred to the central account.
9. Credit shall be affected to the central account 12 hours after receipt of clear funds into BPCL's account.
10. There will be a transaction fee for each CMS transaction. Transaction fees shall be charged to the central account. The details of the transaction fees would be available on request and can be viewed at the website of the programme.
11. The e-cash is a payment towards future purchase

### Loading & Payment – Credit Pouch

1. The terms and conditions for the credit component shall be as defined and outlined by the Credit Partner in addition to the terms and conditions mentioned here.
2. Overall credit limit set for each member will be authorised by the credit partner of the SmartFleet Program.
3. There will be maximum credit limit set per day for each card, as defined by the credit partner.

4. On crossing the overall credit limit, all the cards belonging to the Member will be blocked, and reactivated only when payment is received.
5. Use of the credit facility provided by Credit Partner is at the sole discretion of the member and will be in accordance with the terms and conditions specified by them and BPCL is in way connected with or liable for the said service or commitments as may be made by Credit Partner in the providing of these services.
6. BPCL shall not be liable for any act of omission or otherwise of Credit Partner without limitation, resulting in non-acceptance of the BPCL SmartFleet credit pouch or any statement or communication made in connection therewith or any defect or deficiency in credit services provided.
7. The Credit Partner is at liberty to block or reactivate any or all the cards that have been issued to a member and the member shall not hold BPCL liable for any loss or otherwise suffered by the member.

### Program Currency and Accruals

1. The Program currency will be Petromiles.
2. SmartFleet Program membership entitles members the right to earn Petromiles, which can be redeemed for Rewards in accordance with the Terms and Conditions of the Program.
3. Petromiles can be earned only at participating SmartFleet outlets. The list of participating SmartFleet outlets is subject to change at any time, without notice. The latest list of participating SmartFleet outlets would be available on request and can be viewed at the website of the programme.
4. Petromiles will be earned on transactions and are liable to change. The details of the Petromiles earned on transaction would be available on request and can be viewed at the website of the programme.
5. Petromiles will be valid for a period of 3 years from the time of accrual and will expire every quarter thereafter.
6. Accrued Petromiles do not constitute property of the members.
7. Petromiles issued have no monetary value and cannot be bartered or sold by members for cash at any point of time. These Petromiles may only be exchanged for rewards or benefits on offer through SmartFleet Program.
8. Any Petromiles or benefits which BPCL deems to have been transferred, sold or assigned in violation of Program rules may be confiscated or cancelled.
9. Any fractional Petromiles earned will be truncated to the nearest integer. For example, if a member earns 125.90 Petromiles from a transaction, it will be rounded off to 126 Petromiles, but if he earns 125.4 Petromiles it will be treated as 125 Petromiles.
10. If a member believes he or she has not received Petromiles for any transaction, or any partner Petromiles, he or she must submit a written request for such credit(s) to the SmartFleet Member Service Centre together with the original invoice of the Card transaction and/or partner coupon as appropriate. No Petromiles will be given for failure to supply the original invoices.
11. For the members' protection, the member should retain all original documentation until the point credit has appeared on the Petromiles Update. Requests must be received by the SmartFleet Member Service Centre within four months from the date of activity.
12. This retroactive crediting of Petromiles will be offered to members only for transactions at participating SmartFleet outlets or for partner transactions.

### Redemptions

1. SmartFleet Program membership entitles members the right to earn Petromiles, which can be redeemed for Rewards in accordance with the Terms and Conditions of the Program.
2. Petromiles can only be redeemed for Rewards by Fleet Managers or the designated individual(s) in each organization.
3. Members can redeem their Petromiles only after 3 months into Program membership.
4. Purchase or transfer of Petromiles will not be permitted.
5. Petromiles earned in the SmartFleet Program cannot be redeemed for Rewards in the PetroBonus scheme or any other scheme.
6. Accumulation of Petromiles will cease immediately on termination of Program. However, members will be given six (6) months notice from the date the Program termination is announced to redeem a desired reward.

### Benefits

1. A number of services and benefits are available to members of the SmartFleet Program. These benefits are offered solely at the discretion of BPCL.
2. SmartFleet members will receive reports on transactions and Petromiles earned on each vehicle, along with a corporate summary every month.
3. In addition, BPCL partners may from time to time offer benefits to SmartFleet members, and these will be intimated to the members from time to time.
4. Should a participating partner improperly deny a member a benefit, BPCL will not be liable to compensate the member for the same.

### General

1. BPCL reserves the right to discontinue SmartFleet membership to any member who appears to be using the program in a manner inconsistent with the Terms and Conditions or intent of the Program or any portion of the Program, including, but not limited to, reward redemption. BPCL also reserves the right to discontinue membership for any member who acts in a manner inconsistent with local or state laws, statutes or ordinances. Discontinued membership may result in the loss of all accumulated Petromiles and the cancellation of all Rewards, benefits and privileges.
2. All interpretations of Program rules shall be at the sole discretion of BPCL.
3. Any member who has not earned Petromiles for six consecutive months may be removed from the mailing list of active members after prior notification.
4. BPCL reserves the right to add, modify, delete or otherwise change any of the rules, conditions, benefits, rewards or reward level pertaining to the Program at its sole discretion, with or without notice, even though changes may affect the value of Petromiles or rewards already accumulated. For example, BPCL may increase or decrease the Petromiles required for a reward or limit the number of participating outlets for a particular reward.
5. The Program and any benefit, offering or the like relating to the Program, shall not be construed as to constitute a contract or otherwise establish a contractual relationship between BPCL and any SmartFleet member.
6. Nothing in the BPCL SmartFleet Program rules is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between BPCL and the members and partners.
7. Each member is responsible for remaining knowledgeable as to the Program rules and as to the number of Petromiles in his or her account. BPCL will send correspondence to members to advise them of matters of interest, including notification of program changes and Petromiles statement from time to time. However, neither BPCL, its subsidiaries, affiliates or allied companies or Program management service providers or the owners of participating outlets or companies participating as partners in the Program will be liable for any failure to do so and will not be responsible for correspondence lost or delayed in the mail. The latest terms and conditions shall be available on request or can be viewed on the website of the programme.
8. Terms and conditions of SmartFleet Program are governed by the laws of the Republic of India and will be restricted to the Mumbai jurisdiction under the Mumbai High Court.

\*Terms & Conditions are subject to change without notice.