

Agreement

For Retail Debt Recovery Services

between

The British Oil Security Syndicate Ltd.

and participating fuel retailers.

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1 Introduction

- 1.1 This Service Level Agreement (the Agreement) concerns the debt recovery services offered by the British Oil Security Syndicate Ltd (BOSS) to participating fuel retailers (the Retailer).
- 1.2 The losses involved arise from motorists who draw fuel and claim to have ~~No~~ Means to Pay+.
- 1.3 In addition to recovering debt BOSS will use reports from fuel retailers to identify multiple offenders.
- 1.4 Any references to BOSS herein include references to BOSS's employees, servants or agents.

2 Parties to the Agreement

- 2.1 The parties to this agreement are:
 - i) The Retailer; and
 - ii) The British Oil Security Syndicate Ltd (BOSS)

3 BOSS's Obligations under the Agreement

- 3.1 The debt recovery services offered by BOSS mainly depend upon the accuracy of information provided by the Retailer. Once BOSS has received the completed reports, it will:
 - 3.1.1 Record the incident.
 - 3.1.2 Endeavour to contact the debtor and recover the debt.
 - 3.1.3 Where all or part of the debt has been recovered, BOSS will reimburse the retailer monthly, in arrears, subject to a minimum payment being due of £50. Lower sums will be held on account until £50, or more, is due. The maximum sum reimbursed for a specific incident will be the value of the fuel taken. If part payment has been recovered, then the retailer will receive the recovered amount of part payment, less 10% plus VAT. The debtor is to pay associated collection costs.
 - 3.1.4 For practical reasons tracing debtors, if that is possible, may take some time and for legal reasons the debtor must be given reasonable time to pay. These factors will affect the time taken to reimburse retailers.

- 3.2 BOSS will compare each report with others submitted to identify multiple offenders. In addition to attempting to recover the debt, BOSS will work with the police to seek prosecution of multiple offenders under the Fraud Act (2006).
- 3.3 It is an offence under the Fraud Act (2006) to provide false or misleading information in an attempt to avoid payment. BOSS will also work with the police to seek prosecution whenever such cases are identified.

4 The Retailer's Obligations under the Agreement

- 4.1 The Retailer will operate the system in accordance with the BOSS Retailer Guide for No Means of Payment Incidents.
- 4.2 In the event that a Retailer accepts payment for a No Means to Pay incident, after the documents have been sent to BOSS, there will be a charge to the retailer of 10% of the fuel value plus VAT, levied by BOSS as a contribution towards its costs.

Liaison

- 5.1 This agreement may be reviewed on an annual basis or whenever there is a material change in circumstances affecting the agreement and may be terminated by either side, at notice of one calendar month.
- 5.2 The agreement may be subject to revision.
- 5.3 The Retailer authorises BOSS to enter into Agreements with Third Parties for the collection of debts on the retailer's behalf and to pass on all data relating to the Retailer and such debts to any Third Party.

Changes

- 6.1 It is the responsibility of the Retailer to advise BOSS Head Office of any significant changes to these details, such as change of payee, new site operator, or contact details etc.