SUPPLIER SERVICE DESCRIPTION

1. Services to be provided

As set out in the G-Cloud 15 Call-Off Contract Order Form and as further described herein.

Set-Up and Implementation Services
The Supplier shall undertake certain services which will facilitate the setup and download of the Schemes to the PayPoint Network.

Inward Bill Payment Service (Over the Counter Postpayment):
The Supplier will provide Offline facilities to enable the collection of and, via its subcontractor PPCL, will collect, cash payments from Customers via Agents who are handed a form of Payment Media in order to register details relating to the Customer's account with the Buyer. The Agent will then be able to enter the amount to be paid and the Terminal will capture the Customer reference details, register the cash payment and issue a legible Receipt in respect of the payment made by that Customer.

For the purpose of this Service, "**Postpayment**" means payments made without real time connectivity to a third party, such payments are for services already consumed by the Customer;

2. Additional Functionality

Event Streamer Service
The Supplier shall provide reporting of Transactions through its "Event Streamer" facility. Such reporting shall be delivered to the Buyer via either the Supplier's Client Portal and/or Buyer's specified URL endpoint.

SUPPLIER STANDARD TERMS

Supplier Acceptable Use Policy – terms governing the Buyer's access to and use of the services. This may be read in conjunction with the Supplier Service Specific Terms detailed below.

1. **Miscellaneous Provisions**
   - 1.1 Transaction values: All Transactions shall be subject to a minimum and maximum Transaction value. The Supplier reserves the right to reduce the maximum Transaction value cap if it views it as necessary to do so (acting reasonably at all times) giving consideration to any relevant legislation, regulation or guidelines relating to the type of scheme operated by the Buyer and/or anti-money laundering (as appropriate).
   - 1.2 The Supplier will provide to the Buyer, all Customer reference and Transaction details captured.
   - 1.3 Settlement: PPNL will, through PPCL, pay to the Buyer all payments collected from Customers by Agents in accordance with the Banking Arrangements.
   - 1.4 Agent debt risk: Agent debt risk will be with the Supplier.

2. **Exclusivity**
   The Buyer shall utilise the Supplier on a Non-Exclusive basis, which means the Buyer may utilise the Supplier and any other provider of services the same as or similar to the Services.

Supplier Data Processing Agreement/Data Processing Terms

Part 1 – Independent Controller to Independent Controller
Part 2 – Joint Controllers
Part 3- Data Exchange Summary

A. Overview

To the extent that in the course of providing the Services or using the Services a party shares Personal Data with the other or otherwise Processes such Personal Data under the Agreement, each as an Independent Controller to Independent Controller or as Joint Controllers, the provisions of this section shall apply.

1. Definitions

1.1. For the purpose of this Addendum the following definitions will apply;

Agreement(s)	The G-Cloud 15 Call Off contract between the Supplier and the Buyer for payment services and/or technology services.
Buyer	The organisation using the Services.
Controller	shall have the meaning given in the Data Protection Legislation.
Customer	shall have the mean given to it in the Agreement and if not mean has been given shall mean the customer of the Buyer.

Data Protection Legislation	means all applicable data protection and privacy legislation and DP Guidance in force from time to time in the UK including without limitation the UK GDPR (which shall mean Regulation (EU) 2016/679 on the protection of natural persons with regards to the processing of personal data) ("UK GDPR") as applicable pursuant to the European Union Withdrawal Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments) (EU Exit) Regulation 2019; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018);
Data Subject	shall have the meaning given in the Data Protection Legislation;
DP Guidance	means any and all guidelines, recommendations, best practice, opinions, directions, codes of practice and codes of conduct issued, adopted, recommended or approved the UK's Information Commissioner's Office and/or any other supervisory authority or data protection authority from time to time (whether or not legally binding) in relation to the processing of personal data, data privacy, electronic communications, marketing and/or data security.
PayPoint	PayPoint Network Limited PayPoint Collections Limited PayPoint Retail Solutions Limited PayPoint Payment Services Limited RSM 2000 Limited i-movo Limited To the extent any of the above are referred to in the Agreement(s) with the Buyer.
Personal Data	shall have the meaning given in the Data Protection Legislation.
Processor	shall have the meaning given in the Data Protection Legislation.
Processing	**Processing**" shall have the meaning given in the Data Protection Legislation, and "**Process**" and "**Processed**" shall be construed accordingly
Representative	means employees, staff, (excluding Retailer/Agents) sub-contractors, service providers and invitees of the Processor, engaged or due to be engaged in the provision of the Services or required to carry out obligations of the Processor under this Agreement.
Retailer(s) or Agent(s)	means an organisation and/or individual appointed by PayPoint to provide Services via a retail outlet.
Services	The services as the same are more fully described in the Agreement(s).
Shared Data	means any Personal Data shared between the parties or otherwise Processed by either or both parties under the Agreement consisting of Transaction Data.
Sub-processor	Means any third party processing Personal Data as instructed by the Data Processor
Transaction Data	means the payment, system and operational data used in relation to the Services. Transaction Data is owned by the

	PayPoint and proprietary to the PayPoint and to the extent it contains Personal Data PayPoint is the Controller.

1.2. To the extent any of the Agreement(s) currently in force with PayPoint makes reference to the Processing of Personal Data this Schedule shall apply in substitution.

1.3. For the purpose of this Agreement the following exchanges of Personal Data will apply is more fully described in the Data Summary as contained in Part 5 consisting of:

1.3.1. Over the Counter Cash Payment Services consisting of the following:

1.3.1.1. Online Top-Up (Telecoms)
1.3.1.2. Inward Bill Payment Service
1.3.1.3. Other Energy Prepayment Service
1.3.1.4. Online Top-Up (Utility) SMETS 1 SMART Meter
1.3.1.5. Online Top-Up (Utility) SMETS 2 Smart Meter
1.3.1.6. Online Top-Up (Utility) DISTRICT HEAT SMART Meter
1.3.1.7. Transport (ITSO SmartCard)
1.3.1.8. Transport (Paper Ticket)
1.3.1.9. E-Voucher Services

The above relationships shall be identified as – Independent Controller (Buyer) to Independent Controller (PayPoint).

1.3.1.10 Cash Out Services – Independent Controller (Buyer) to Independent Controller (PayPoint).

1.3.1.11 E-Money and/or Prepaid Card Services- Independent Controller (Buyer) to Independent Controller (PayPoint)

1.3.1.12 Banking Services - Independent Controller (Buyer) to Independent Controller (PayPoint)

1.3.1.13 UTRN and Smart Card use via network – Joint Controllers.

1.3.1.14 Utility card distribution and activation – Joint Controllers.

1.3 Any other exchange of personal data not listed above shall be as determined by the ICO guidance on controllers and processors together with the applicable Data Protection Legislation.

PART 1 – INDEPENDENT CONTROLLER TO INDEPENDENT CONTROLLER PROVISIONS

1 Data Sharing

1.1 The parties acknowledge in order for PayPoint to provide the Services and for the Buyer to use the Services, it is necessary for Personal Data to be shared;

1.1.2 by the Buyer to PayPoint for the processing of payments provided under the Services and for investigation and resolution of disputes between the Buyer and Customers; and

1.1.3 PayPoint to the Buyer in relation to Transaction Data and Retailers in relation to the Buyer’s use of the Service.

1.2 The Shared Data to be shared between the parties shall be no more than is necessary in the particular circumstances.

1.3 The parties agree the Shared Data may only be used for the purpose specified in this clause 2.

2 Warranties

2.1 The party disclosing the Shared Data warrants that:

2.1.1 it has no reason to believe that it is prohibited from sharing, or that the other party is prohibited from receiving, the Shared Data in accordance with this Agreement;

2.1.2 at the time of sharing the Shared Data is accurate and up to date to the best of its knowledge; and

2.1.3 it will at all times ensure that it (and any sub-contractor) has obtained the Shared Data in accordance with Data Protection Legislation and has provided all necessary notices to Data Subjects and has procured all necessary consents, or satisfied another legal basis, to disclose the Shared Data to the party receiving it and for the party receiving the Shared Data to Process the Shared Data in compliance with Data Protection Legislation.

2.2 The party receiving the Shared Data warrants that:

2.2.1 it has no reason to believe that it is prohibited from receiving, or that the other party is prohibited from sharing, the Shared Data in accordance with this Agreement;

2.2.2 it shall not process the Shared Data for any purposes other than those set out in Clause 2.

3 Obligations

3.1 The parties shall apply appropriate security mechanisms to the Shared Data to ensure its security in transit.

3.2 The parties agree to provide such reasonable assistance as is necessary to each other to enable them to comply with any Data Subject Request made.

3.3 Each party shall comply with the requirements of the Data Protection Legislation in respect of the activities involving Shared Data which are the subject of the Agreement and shall not knowingly do anything or permit anything to be done in respect of or in connection with the Data which might lead to or cause a breach by the other party of the Data Protection Legislation.

3.4 Each party shall ensure that;

3.4.1 any sub-contract it enters into in connection with the Agreement contains terms equivalent to those set out in this Addendum and contain obligations to comply with the data protection obligations contained herein. The sub-contracting party remains fully liable to the other party for any acts or omissions of any subcontractors.

3.4.2 access to the Shared Data is limited to:

(i) those Representatives who need access to the Data to meet the party's obligations under the Agreement; and

(ii) such part or parts of the Shared Data and to the extent and manner as is strictly necessary for performance of that Representative's duties.

3.5 Each party will ensure it has in place;

3.5.1 processes and procedures to ensure that the Representatives comply with appropriate procedures and guidelines in relation to the processing of Shared Data, and ensure that all the Representatives who have access to the Shared Data are aware of and have undertaken training in applicable Laws relating to handling such Shared Data (including the Data Protection Legislation); and are subject (by way of written agreement) to a duty of confidentiality;

3.5.2 technical and organisational security arrangements, for the processing of Personal Data and procedures for keeping the Personal Data safe from unauthorised disclosure or accidental deletion;

3.5.3 measures and procedure to respond to a Data Subject Access request;

3.5.4 measures and procedures to deal with a Data Breach including processes compliant with the requirements of the Data Protection Legislation;

3.5.5 data storage and retention policies and procedures consistent with and appropriate to the Data Protection Legislation.

3.6 Save to the extent required for legal, regulatory or compliance purposes each party will cease to use the Shared Data upon termination of the Agreement.

3.7 For the avoidance of doubt the Buyer has acknowledges PayPoint as Controller has appointed the Retailers to provide services in relation to the Services.

PART 2 – JOINT CONTROLLER PROVISIONS

The following terms apply when the PayPoint Service include transfer of and processing of data as joint controllers.

1. Data Sharing

1.1. The parties acknowledge in order for PayPoint to provide the Services and for the Buyer to use the Services, it is necessary for Personal Data to be shared for the following purposes;

1.1.1. by the Buyer to PayPoint for the provision of the Services; and

1.1.2. PayPoint to the Buyer in relation to PayPoint's retail network.

1.2. The Shared Data to be shared between the parties shall be no more than is necessary in the particular circumstances.

1.3. The parties agree the Shared Data may only be used for the purpose specified in this Part 4 Clause 1.

1.4. The parties have agreed the means of the processing will be via PayPoint's network and via the Buyer's network.

2. Warranties

2.1. The party disclosing the Shared Data warrants that:

2.1.1.it has no reason to believe that it is prohibited from sharing, or that the other party is prohibited from receiving, the Shared Data in accordance with this Agreement; and

2.1.2. it will at all times ensure that it (and any Sub-processor) has obtained the Shared Data in accordance with Data Protection Legislation and has provided all necessary notices to Data Subjects and has procured all necessary consents, or satisfied another legal basis, to disclose the Shared Data to the party receiving it and for the party receiving the Shared Data to Process the Shared Data in compliance with Data Protection Legislation.

2.2. The party receiving the Shared Data warrants that:

2.2.1. it has no reason to believe that it is prohibited from receiving, or that the other party is prohibited from sharing, the Shared Data in accordance with this Agreement;

2.2.2. it shall not process the Shared Data for any purposes other than those set out in Part 2 Clause 2.

3. Obligations

3.1. *Security* - The parties;

3.1.1. shall apply appropriate security mechanisms to the Shared Data to ensure its security in transit;

3.1.2. will from time to time discuss the information security requirements required for the service;

3.1.3. will agree the information security requirements applicable to each party's activities in relation to the Service.

3.2. *Obligations to Data Subjects* - The parties agree;

3.2.1. to provide such reasonable assistance as is necessary to each other to enable them to comply with any Data Subject Request made.

3.2.2. PayPoint will be responsible for the obligations in relation to Retailers as data subjects.

3.2.3. the Buyer will be responsible for the obligations in relation to Customers as data subjects.

3.2.4. To the extent either party receives a request from a Data Subject to exercise rights including Data Subject Access rights and/or rights to erasure of which is under this agreement the responsibility of the other party, the parties will co-operate with each other to comply with the Data Subject's request.

3.2.5. to make the category of Data Subject aware of their responsibilities under this agreement including if appropriate the inclusion of guidance to Data Subjects in its privacy policy.

3.3. The parties acknowledge that the Data Subject may exercise his or her rights under this Data Protection Legislation in respect of and against each of the controllers.

3.4. Each party shall comply with the requirements of the Data Protection Legislation in respect of the activities involving Shared Data which are the subject of the Agreement and shall not knowingly do anything or permit anything to be done in respect of or in connection with the Data which might lead to or cause a breach by the other party of the Data Protection Legislation.

3.5. Each party shall ensure that;

3.5.1. in respect of a Sub-processor that it enters into an arrangement with in connection with the Agreement, each party shall have a contract between them and the Sub-processor that contains terms equivalent to those set out in this Data Protection Schedule and contain obligations to comply with the data protection obligations contained herein. The sub-contracting party remains fully liable to the other party for any acts or omissions of any subcontractors.

3.5.2. access to the Shared Data is limited to:

1.1.1.1.1 (i) those Representatives who need access to the Data to meet the party's obligations under the Agreement; and

1.1.1.1.2 (ii) such part or parts of the Shared Data and to the extent and manner as is strictly necessary for performance of that Representative's duties.

3.6. Each party will ensure it has in place;

3.6.1. processes and procedures to ensure that the Representatives comply with appropriate procedures and guidelines in relation to the processing of Shared Data, and ensure that all the Representatives who have access to the Shared Data are aware of and have undertaken training in applicable Laws relating to handling such Shared Data (including the Data Protection Legislation), and are subject (by way of written agreement) to a duty of confidentiality;

3.6.2. technical and organisational security arrangements, for the processing of Personal Data and procedures for keeping the Personal Data safe from unauthorised disclosure or accidental deletion;

3.6.3. measures and procedure to respond to a Data Subject Access request;

3.6.4. measures and procedures to deal with a Data Breach including processes compliant with the requirements of the Data Protection Legislation;

3.6.5. data storage and retention policies and procedures consistent with and appropriate to the Data Protection Legislation.

3.7. Save to the extent required for legal, regulatory or compliance purposes each party will cease to use the Shared Data upon termination of the Agreement.

Part 3 – Data Exchange Summary

Service	**Exchange of Personal Data**	**Recipient of Personal Data**	**Applicable Data Protection Terms**
Over the Counter Cash Payment Services (as detailed in clause 1.3.1) (Network)	Independent Controller (Buyer) to Independent Controller (PayPoint)	Controller PayPoint	Part 1
Over the Counter Cash Payment Services (as detailed in clause 1.3.1) (Collections)	Independent Controller (Buyer) to Independent Controller (PayPoint)	Controller PayPoint	Part 1
Online Utility Top-Ups via Smart Card and/or UTRN* (Use)	Joint Controller (Buyer) to Joint Controller (PayPoint	Buyer and PayPoint as Joint Controllers.	Part 2
Utility Card Distribution and activation	Joint Controller (Buyer) to Joint Controller (PayPoint	Buyer and PayPoint as Joint Controllers.	Part 2

*To the extent the UTRN or Smart Card used by the PayPoint Retailer as part of the provision of a service via the PayPoint network, includes the processing of personal data, the exchange of such personal data is on the basis of Joint Controllers as describe under Article 26 of GDPR.

Other services

Service	**Exchange of Personal Data**		**Recipient of Personal Data**	**Applicable Data Protection Terms**
Regulated Cash Out Services (Network, Collections and PPSL)	Independent Controller (Buyer) to Independent Controller (PayPoint)		Controller PayPoint	Part 1
E-Money and/or Prepaid Card	Independent Controller (Buyer) to Independent Controller (PayPoint)		Controller PayPoint	Part 1

Banking Services	Independent Controller (Buyer) to Independent Controller (PayPoint)		Controller PayPoint	Part 1

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SUPPLIER SERVICE SPECIFIC TERMS

The following definitions and terms apply to the over-the-counter cash services.

"Agents"	means the collection agents retained by the Supplier from time to time to interface with and collect payments over the counter on behalf of the Buyer and others from Customers (and "Agent" means any one of them). For the avoidance of doubt an Agent is not an "agent" for the purposes of the Electronic Money Regulations 2011 (to the extent that such regulations are applicable to this Agreement);
"Agent Outlet"	means an outlet with a Terminal maintained by an Agent which is part of the PayPoint Network;
"Banking Arrangements"	means the banking arrangements operated by the Supplier, through PPCL as detailed in clause 6 below;
"Central Processing Facility"	Means all the Supplier's equipment which either a) in the case of an Offline solution polls Terminals to extract and assemble Transaction data and forward relevant information to the Buyer or b) in the case of an Online solution processes real time Transactions upon connection with the Buyer's online System;
"Central Processing Site"	means the site or sites at which the Central Processing Facility is located;
"Contact Centre"	Means the call centre provided by the Supplier for its Agents;
"Offline"	means a service whereby a Transaction is not processed in real time and the amount is credited to such Customer's account at a later date;
"Online"	means a service whereby a Transaction is processed by the Supplier, sent through to the Buyer, authorised by the Buyer and credited to such Customer's account, all in real time;
"Payment Media"	means a bar-code, smartcard, magnetic swipe card, and/or any other media forms which are provided to Customers in order that such Customers may make over the counter payments to the Buyer;
"PayPoint Network"	means the Central Processing Facility, together with all Terminals connected from time to time to the Central Processing Facility;
"PPCL"	means PayPoint Collections Limited, a group company of the Supplier and acting as its subcontractor, with company number 03581551, and having the same registered office address as the Supplier;
"Receipt"	means a written receipt issued by a Terminal;
"Schemes"	means each of the schemes, agreed between the Parties, and set up on the PayPoint Network by the Supplier for the Buyer's products or services to be provided and as identified by a Scheme ID;
"Scheme ID"	means the specific number generated by the Supplier to identify each of the Buyer's Schemes available on the PayPoint Network;
"Settlement"	means the transfer of funds from an Agent's bank account to the Buyer's bank account in accordance with the Banking Arrangements;
"Settlement Bank"	means Barclays Bank plc or such other clearing bank in the United Kingdom as PPCL may substitute from time to time;
"Status"	means the financial status of the Agent;
"Terminal"	means each of the multi-function terminals used to process Cash Services Transactions and which are located at outlets operated by Agents;
Transaction:	means the submission of a payment medium to the Agent by a Customer (which has been accepted by the Agent, the registering of such payment medium on the Terminal and the consequential issue of a printed Receipt by the Terminal);

1. Obligations of the Supplier

1.1 The Supplier shall use its reasonable endeavours to record any complaints that are received by it in connection with the Services through its Contact Centre and use reasonable endeavours to pass details of such complaints to the Buyer within 7 working days.

1.2 The Supplier shall respond to complaints received from the Buyer within 2 working days, such response being in the form of an acknowledgement of receipt and statement of action to be taken.

1.3 The Supplier agrees to:

1.3.1 provide a national PayPoint Network within the United Kingdom;

1.3.2 maintain and monitor the PayPoint Network; and

1.3.3 provide a Terminal and arrange installation thereof; and

1.3.4 provide a Terminal replacement facility in the event of a terminal failure;

1.3.5 establish training procedures, and ensure the implementation of appropriate training procedures for the Agent; and

1.3.6 operate the Central Processing Facility;

1.3.7 transmit the Daily Transaction File to PPCL in addition to the Buyer to arrange for collection of payments;

1.3.8 not use the name or logo of the Buyer in any marketing or promotional media without the prior written consent of the Buyer, SAVE THAT:

(a) The Supplier may include the name and logo of the Buyer in any client list which is produced for marketing or promotional activities; and

(b) wherever relevant, the Supplier may provide the name and logo of the Buyer to the PayPoint Group for inclusion in any disclosures or announcements any such Group Company of the Supplier is obligated to provide to the London Stock Exchange under the Listing Rules;

1.4 Where the Buyer has elected to receive reporting via Event Streamer, the Supplier does not warrant for the timeliness of receipt of any reporting by the Buyer's system when using such service.

1.5 With regards to Settlement, the Supplier agrees to ensure that its subcontractor PPCL:

1.5.1 operates the Banking Arrangements as detailed in clause 6 below;

1.5.2 provides access to the Buyer and its employees, officers, agents and representatives at all times and upon reasonable notice to the Supplier's premises for the purpose of auditing and inspecting settlement and treasury controls relevant to the services provided by the Supplier under the terms of this Agreement. Such access being subject in each case to the Buyer and its employees, officers, agents and representatives complying with the reasonable security requirements of the Supplier and any of its sub-contractors and providing adequate identification;

1.5.3 provide a service within the United Kingdom for the collection of cash payments from Agents in settlement of amounts due to the Buyer from their Customers; and

1.5.4 provide financial operations management to effect reconciliation, investigate claims and answer Transaction queries from the Buyer and Agents in relation to the operation of Banking Arrangements and Settlement; and

1.5.5 effect Settlement.

2 Obligations of the Buyer

2.1 The Buyer shall collaborate with the Supplier to market the Services to Customers, which shall include publicising the availability of the Services to Customers using the Supplier's logo on any promotional/marketing materials, on Payment Media used to effect Transactions and/or on the Buyer's website.

2.2 The Buyer shall ensure that all forms of Payment Media provided to Customers are configured in such a way to enable Transactions to be processed via the PayPoint Network. In the event that the Buyer makes any alterations to the Payment Media provided to Customers, the Buyer shall inform the Supplier in advance of the alteration and ensure that such alteration has not affected the ability of the Supplier to process Transactions. The Supplier shall not be held liable in the event that the Supplier is prevented from processing Transactions as a result of the failure by the Buyer to comply with this clause.

2.3 The Buyer shall:

2.3.1 provide to the Supplier, and/or its Customers (as appropriate) all information, which shall include, but not be limited to, Data and/or any other materials to enable the Supplier to provide the Services.

2.3.2 co-operate with the Supplier, and any relevant subcontractor of the Supplier in conducting any scoping activities and tests that may be required to enable implementation of the Services, and any agreed variations to the Services and any agreement between the Parties to provide any additional services;

2.3.3 ensure that all information provided by or on behalf of the Buyer for processing shall be in a format which is suitable for such use, and in such condition for processing as the Supplier may specify from time to time (provided that, the Supplier has provided the Buyer with any information necessary for the Buyer to comply with this obligation);

2.4 The Buyer confirms and acknowledges that to the extent the Service involves the acceptance of a payment from a Customer on behalf of the Buyer, the Buyer acknowledges that the issuance of the Receipt constitutes settlement of the obligation of the Customer to make any further payment in relation to the debt due to the Buyer to the value of the payment received.

2.5 The Buyer shall ensure that:

(i) access by the Buyer's staff to the Supplier's System and/or the Supplier's Information is only as required for the performance of this Agreement; and
(ii) physical access by the Buyer's staff to computer equipment having access to the Supplier's Systems and/or or storing or having access to the Supplier's Information is restricted to reflect the obligations set-out in sub-clause (vii) below and clause 18 "what you must keep confidential" of the G-Cloud 15 General Terms; and

(iii) no viruses or malicious code (as the expressions are generally understood in the computing industry) are introduced to and that there is no corruption of the Supplier's System and/or the Supplier's Information; and
(iv) onward linking or 'bridging' onto the Supplier's System and/or the Supplier's Information by the Buyer's third party suppliers is prevented; and
(v) the Supplier is notified of any changes affecting access to the Supplier's System and/or the Supplier's Information including users who change function within, or leave, the Buyer; and
(vi) any and all of the Supplier's Information transmitted across public networks including the internet is encrypted to protect its confidentiality; and
(vii) it complies with all the Supplier's further and reasonable requirements for access and security of the Supplier's System and the Supplier's Information as notified to the Buyer from time to time; and
(viii) any breach of the security or compliance with the terms of this Agreement is reported immediately to the "the Supplier's IT Operations 24 x 7 Team".

3 Agents

3.1 The Supplier shall maintain a network of Agents appointed in accordance with the Supplier's criteria. The Agent selection criteria is open to review by the Supplier to allow for changing circumstances save that the Supplier shall at all times act as a Reasonable and Prudent Operator in this respect. The Supplier shall from time to time disclose to the Buyer its Agent selection criteria.

3.2 The Supplier shall use reasonable endeavours to ensure that there will be at least one Agent within the United Kingdom, within 1 mile of Customers within urban areas and at least one Agent within 5 miles of Customers in rural areas for 95% of Customers.

3.3 Monitoring Agents

a) The Supplier shall monitor the Status of each Agent and if requested by the Buyer shall notify the Buyer by means of a report of any adverse change to the Status of any Agent which has resulted in any action being taken by the Supplier. For the avoidance of doubt, the selection of Agents is at the Supplier's absolute discretion;

b) The Supplier shall, if requested by the Buyer, provide to the Buyer on a daily or weekly basis (and update as necessary) a complete list of names and addresses of Agents which are available for use by Customers;

c) In deciding whether to terminate the contract of an Agent, the Supplier shall take account of all relevant complaints notified to it by the Buyer and have due regard to the reasonable representations made by the Buyer as to the Service provided by the Agent.

3.4 Agent Claims

3.4.1 The Buyer acknowledges that, occasionally, Agent(s) may inadvertently enter payment details in to a Terminal inaccurately, which cannot be corrected at that time and may lead to an Agent being over-debited and submitting a claim to the Supplier ("**Agent Claims**"). The Buyer agrees to refund the value of any reasonable Agent Claims and correct any such mistakes in the following circumstances:

(i) the Agent can prove such error occurred; and

(ii) (where appropriate to the Services being provided) the credit to which the error relates has not yet been used.

3.4.2 The Buyer has one (1) month from the date it received the Agent Claim within which to dispute any Agent Claims made pursuant to paragraph 3.4.1 above and referred to the Buyer by the Supplier (by demonstrating the Agent has not proved the error, or that (where relevant) the credit applied to the Customer's account has been used) ("**Claim Period**"). The Supplier may set-off the value of any Agent Claims which the Buyer has accepted, and/or for which the Claim Period has expired in accordance with terms.

4 <u>Performance Standards</u>

As detailed in G-Cloud 15 Call Off Schedule 14 (where used) and clause 7 below.

5 <u>Data Protection</u>

As detailed in G-Cloud 15 Joint Schedule 10 and the Supplier Standard Terms above.

6 <u>Banking Arrangements</u>

6.1 The Supplier and the Buyer have agreed that all payments collected from Customers by the Agents shall be paid to the Buyer in accordance with the terms contained herein, the Supplier, through PPCL, shall settle all funds to the Buyer for which a direct debit has been successfully raised on an Agent, even if such direct debit subsequently fails. Such failed direct debit, and any associated debt thereafter which the Supplier does not successfully recover shall be the responsibility of the Supplier.

6.2 The Buyer confirms and accepts that monies collected from the Customers ("Customer Funds") will be credited to accounts held by PPCL (the "Collections Accounts"), prior to transfer to the destination account designated by the Buyer (the "Designated Account") in accordance with paragraph 3 below.

6.3 The transfer of the Customer Funds shall take place to ensure that, subject to the successful polling of the Agent's Terminal, on the day set out in the G-Cloud 15 Call-Off Contract Order Form, a cash value equal to the cash value of the Transaction received on the relevant day subject to (where relevant in accordance with this Agreement) the PPCL's right of set off is transmitted into the Designated Account.

6.4 The Buyer shall be responsible for the fees charged by the Settlement Bank in respect of transfers to the Designated Account.

6.5 The Buyer undertakes:

6.5.1 to provide to the Buyer details of its Designated Account, together with specimen signatures of all required authorised signatories for the purpose of verifying such details; and

6.5.2 repay, forthwith on demand by the Supplier all sums credited in error to the Designated Account. Such repayments shall be made by the Buyer to a general settlement account.

6.6 The Supplier will ensure that any amounts credited in error to any other client's designated account are recovered and the correct payments are made.

Supplier Service Levels

7 Performance Standards

7.1 PART ONE – Bill Payment Services provided by the Supplier (OFFLINE)

Performance Standards [OFFLINE]	Measurement Period/ Compensation payment payable	Global/ Client Specific
1. Polling Failures		
(a) 95% of Terminals will be polled successfully by 12 noon on the day following the day of the Transaction.	Monthly/ Compensation payable	Global
(b) All Transactions from unsuccessful polls are to be input manually within 8 calendar days following the day of the initial unsuccessful poll.	Monthly/ Compensation payable	Global
(c) The Supplier will inform the Buyer during the afternoon of the day following the day on which the poll was initially unsuccessful, that polling has been unsuccessful (as measured in (a) above)		
2. Transmission of Data to the Buyer		
(a) 95% of all Transactions (whether successfully polled or not) to be transmitted by Day 2;	Monthly/No Compensation payable	Client Specific
(b) 100% of all Transactions (whether successfully polled or not) to be transmitted by Day 8,		
where Day 1 is the day of the Transaction		
3. Terminal Availability		
All Terminals are to be available to capture Customer payments for an average of 99 % of the Agent's opening hours.	Monthly/ Compensation payable	Global

Performance Standards [OFFLINE]	Measurement Period/ Compensation payment payable	Global/ Client Specific
4.Agent Turnover Agent turnover shall be less than 10 % per annum. Monthly and annual reports on run rate with an analysis of reasons and future preventative measures to be noted. Operational audits will vet the Supplier's procedures for assigning and monitoring the Agent status.	Monthly/Annual/ No Compensation payable	Global
5. Engineering Support For the purposes of this Performance Standard, the following definitions apply: "PPOS" means the virtual Terminal integrated into an Agents EPoS system "Terminal Hardware" means either a standalone Supplier terminal or a device provided by the Supplier as part of the PPOS Terminal that enables the PPOS facility to function **<u>Swap out</u>** Where the Services are unavailable at an Agent Outlet due to Terminal Hardware failure, the Supplier shall attend the affected Agent Outlet as detailed below: 50% within 4 hours of request into the Contact Centre 80% within 6 hours of request into the Contact Centre 100% within 24 hours of request into the Contact Centre subject to such request being made to the Supplier during, and such timescales falling within, the Operating Hours.	Monthly/ No Compensation payable	Global

7.2 PART TWO – Bill Payment Services provided by the Supplier, via its subcontractor PPCL

PPCL Performance Standards	Measurement Period/ Compensation payment payable	Global/ Client Specific
1. Direct Debiting Agent		
(a) PPCL shall raise all debits (for Polled Transactions (as hereinafter defined)) with Agents on the day set out in the relevant Agent agreement between PPCL and the Agent (**"Due Date"**) save that PPCL shall not be penalised where it has raised 99 %, or more, of such debits on the Due Date. Subject to its having acted as a Reasonable and Prudent Operator, PPCL shall not be penalised where any delay has been caused by: (i) an error by the relevant bank; or (ii) an error or delay in the bank's Payment Infrastructure; or (iii) unavoidable Agent operational issues; or (iv) due to funds not being available in the relevant Agents' bank account; or (v) force majeure events.	Monthly/ Compensation payable	Global
(b) All remaining debits (on the same conditions as (a) above) will be raised within 4 Banking Days of the Due Date.	Monthly/ Compensation payable	Global
For the purposes of this Performance Standard: **"Polled Transaction"** shall mean Transaction details which have been successfully downloaded, or "polled", from a Terminal by the Supplier. **"Payment Infrastructure"** means payment systems used by a bank such as BACS/CHAPs and any other similar systems.		
2. Settlement with the Buyer		
(a) PPCL shall raise all credits for Polled Transactions with the Buyer on the due date set out in the G-Cloud 15 Call Off Agreement (subject to any adjustments as permitted).	Monthly/ Compensation payable	Client Specific

PPCL Performance Standards	Measurement Period/ Compensation payment payable	Global/ Client Specific
(b) Subject to its having acted as a Reasonable and Prudent Operator, PPCL shall not be penalised where any delay is caused by (i) an error by the relevant bank; or (ii) an error or delay in the bank's Payment Infrastructure; or (iii) unavoidable Agent operational issues; or (iv) force majeure events.		