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PART ONE: Direct Debit Facilities Management

Framework Agreement

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Service Terms

For the purposes of the G-Cloud 15 Call Off Contract, RSM 2000 Limited (PayPoint Digital) is a subcontractor to the Supplier. However, for compliance purposes because this is a regulated service, the Buyer must be provided with a framework to cover the regulated service.

These service terms apply to the direct debit facilities management service provided by Us to You and form the Framework Agreement.

In these service terms, the phrases Us, We and Our means PayPoint Digital. You, Your means the Buyer. You are the Buyer.

We are authorised and regulated with the Financial Conduct Authority under the Payment Services Regulations 2017 (FRN 729928) for the provision of payment services.

We are authorised and regulated by the Financial Conduct Authority for Consumer Credit Activity (FRN 715057).

We are an Approved Bacs Bureau, with Registration Number B30288 and authorised to provide Direct Debit Facilities Management (DDFM).

1. Interpretation

1.1. Words and expressions defined in the Service Description, Bacs Service User's Guide, have the same meaning in this Agreement unless the word and expression is expressly defined in this Agreement or the context otherwise requires.

1.2. Any Schedule, Appendix and/or Annex referenced in this Agreement form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes such documents.

1.3. A reference to a statute, regulation, code of practice or statutory order is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory order.

1.4. References to PDD and/or Paperless are applicable to the extent the PDD/Paperless DD service has been selected in the Order Form.

1.5. In the event of any inconsistencies between the MLR regulations, the terms of this Agreement, the terms shall be deemed to apply in the following order

a) The MLR Regulations;

b) This Framework Agreement.

1.6. Headings shall not be construed as varying the clauses of this Agreement.

2. Definitions

2.1. The following definitions and rules of interpretation apply in this Agreement.

Agreement	This Framework Agreement.
ADDACS report	a report sent by Bacs to Us advising of any alterations and cancellations to Direct Debit Instructions.
Advance Notification [letter]	a written communication advising the Customer when a Direct Debit payment will be collected from their bank account. When there is a proposed schedule of payments (fixed) these can be communicated in one letter or e-mail. The Advance Notification may incorporate the Confirmation of DDI.
ARUDD report	a report sent to Us detailing any Direct Debit payment instruction that could not be applied and the reason for the returned instructions and payment.
Bacs	the legal entity Bacs Payment Schemes Limited known as Bacs which administers the service relating to the automated clearing, and settlement of payments between members of the Association for Payment Clearing Services and the Northern Ireland Bankers Association, for the benefit of its members.
Bacs Indemnity	The indemnity provided to the Payer in relation to the Direct Debit raised on the Payer's account.
Bacs Service User Guide	The Service User's Guide and Rules to the Bacs Direct Debit Scheme being the guide to and the rules of the Bacs Direct Debit scheme published by Bacs from time to time.
Buyer Direct Debit Indemnity	The indemnity provided by the Buyer to PayPoint Digital in respect of claims by the Customer under the Direct Debit Indemnity Scheme.
Charges	the amount payable by You for the provision of the Service determined pursuant to Clause 6 and the Service Description (as amended from time to time).
Collection Day	means the third day of the cycle when the Customer's account is debited and the funds credited to Our account.
Commencement Date	the date of the Agreement.
Confirmation of Direct Debit [letter or e-mail as applicable]	a written communication advising a Customer that a DDI has been set up on their bank account, which is required when a Paperless Instruction is given by the Customer. This letter may be securely delivered electronically if required by You.
Contract	The G-Cloud 15 Call Off Contract
Customer	any customer of You from whom payments are collected via Direct Debit.

Direct Debit	a service supported by Bacs to enable the Buyer to collect payment from a Customer by debiting their account under a DDI.
Direct Debit Indemnity Scheme	The scheme that enables a Customer to reclaim payments made under a Direct Debit Mandate to the PayPoint Digital.
Direct Debit Mandate	The authorisation given by the Customer to PayPoint Digital to collect a payment via Direct Debit.
Direct Debit System	the PayPoint Digital system used to support the collection of Direct Debits, management of Direct Debits and settlement of Direct Debits.
DDI	a Direct Debit Instruction.
Data Protection Legislation	As defined in the Contract.
Files	Collated instructions by type as sent to Bacs.
Financial Institution	certain members of UK Payments and the Northern Ireland Bankers Association with whom any Customer or You bank.
Force Majeure Event	in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any acts of God, flood, drought, earthquake or other natural disaster, strike, lock-out or other forms of industrial action (other than in each case by the party seeking to rely on this clause) or terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations or any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent or non-performance by suppliers or subcontractors or interruption or failure of utility service.
Framework Agreement	The agreement to be provided by the payment institution to the Buyer for the provision of payments services under the Contract.
Guarantor	any person, firm or company, if any, which enters into a guarantee and indemnity in favour of Us to secure Your obligations under the terms of this agreement
Hourly Rate	Our hourly rate from time to time and the current hourly rate at the Commencement Date is set out in the Order Form.
Input Day	means the first day of the Bacs service three - day cycle by which required data must be submitted to Bacs.
Input Material	all documents, data, information and materials provided by You to Us relating to the Service.
Input Report	a report received by Us from Bacs, as the Service User, detailing the number of items to be processed, the total value of the collection and the Processing Date.
Intellectual Property Rights	As defined in the Contract.
Micro Enterprise	An organisation with a revenue of less than 2 million Euro or equivalent and less than 10 employees.

MLR	Money Laundering Regulations as amended together with any associated and/or comparable regulations and/or legislation.
Operating Instructions	The operating instructions for the Direct Debit System and the Service provided by Us under this Agreement as issued by Us and/or the Bacs Scheme, from time to time during the Term.
Output Material	all documents, data, information and materials provided by Us to You relating to the Service.
Paperless Direct Debit Agreement	the agreement between Us and Bacs on behalf of the members of Association for Payment Clearing Services and the Northern Ireland Bankers Association, which confirms that We will adhere to the additional rules and regulations pertaining to Paperless Direct Debit as detailed in The Service User's Guide and Rules to the Bacs Direct Debit Scheme.
Paperless DDI or Paperless Direct Debit Instruction	means any DDI details collected by You via the telephone or the internet, as agreed in advance with Us and according to The Service User's Guide and Rules to the Bacs Direct Debit Scheme.
Payer	The individual or organisation giving the Direct Debit Mandate to permit a Direct Debit to be raised on their account.
Payee	The individual or organisation receiving the settlement for the Direct Debit raised on the Payer's account.
PayPoint Digital	RSM 2000 Limited
Processing Date	the date on which a file is to be processed as set out in the Input Report.
Service	the service to be provided by Us under this Agreement as set out in the Service Description
Service Description	the description of the services and processes.
Small Charity	An organisation with revenue of less than £1 million.
Sponsoring Bank or Sponsor	Any financial institution that can authorise service users to use Bacs.
Standard Indemnity	A legally binding agreement to indemnify the members of the Association for Payment Clearing Services and the Northern Ireland Bankers Association against any liabilities in respect of their acceptance of Direct Debit Instructions provided to them via Bacs from Us, being the Service User.
Term	the term of this Agreement commencing on the Commencement Date and ending when this agreement expires or is terminated in accordance with the Contract
Terms	The Call Off Contract, Service Terms, and Service Details, together with such documentation as referred therein.
VAT	value added tax chargeable under English law for the time being and any similar additional tax
Working day	means Monday to Friday (excluding public holidays) between 9.00am and 5.30pm.

3. Service

3.1. We will make the Service, available to You from the Commencement Date specified in your Order Form.

3.2. We shall use reasonable endeavours to provide the Service to You in accordance with Service Description in all material respects.

3.3. We shall use reasonable endeavours to meet any performance dates specified in with Service Description but any such dates shall be estimates only and time for performance by Us shall not be of the essence of this agreement.

3.4. We may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Service without any liability to You.

3.5. We agree the Service will be provided:

a) using reasonable care and skill; and

b) in accordance with all applicable laws, statutes, regulations from time to time in force binding upon Us in connection with performance of the Service in the United Kingdom.

3.6. We will use its reasonable endeavours to procure that the Direct Debit Systems be kept up to date and shall be of satisfactory quality and fit for purpose.

3.7. We are an independent contractor. Nothing in this agreement shall render Us an employee, agent or partner of You and We will not hold itself out as such.

4. BACS and Direct Debit

4.1. The Service is provided using the Bacs Service and You acknowledge that the Service will be provided in accordance with the Service Description and the Bacs Service User Guide. A current copy of the Bac Service User Guide is available upon written request from Us and unless You request such a copy on the Commencement Date it will be assumed that You are already in possession of the current version.

4.2. You irrevocably and unconditionally agree to indemnify Us and keep Us indemnified in full on demand against all and against any claim, loss, damage, liability (including but not limited to, penalties, legal and professional fees or associated costs) which may be suffered or incurred by Us arising, directly or indirectly, from or in connection with any of the failure of You fully and promptly to perform any of Your obligations to Us under: -

a) this Agreement;

b) the Standard Indemnity and the Paperless Direct Debit Agreement given by Us to the Financial Institutions, insofar as the claim arises in relation to the Service;

c) the Bacs Service User Guide;

d) failure to comply with the Service Description.

4.3. If any Financial Institution makes an error in deducting any Customer's account, We may at Our absolute discretion, but at the cost and expense of You, meet any refund request issued by the relevant Financial Institution.

4.4. We are not obliged to make demand, enforce or seek to enforce a counterclaim against any Financial Institution in respect of any indemnity claim made by it against Us.

4.5. We are not obliged to enforce or seek to enforce a claim against a Customer if payment of a direct debit is refused by the relevant Financial Institution and/or if the Customer alleges that an error has been made by Us in performing the Service thereby triggering an indemnity claim by the Customer.

4.6. All sums payable under the above indemnity are to be paid to Us within 7 days of demand and shall be paid to Us in full without any set-off, condition or counter claim whatsoever and free and clear of all deductions or withholdings whatsoever save only as may be required by law or regulation which is binding on You.

4.7. If you are required by law to deduct any amount from the figure paid to Us under the indemnity, You must increase the amount paid to Us by a corresponding figure. Where We hold funds due to You if any deductions or withholding is required by any law, practice or regulation (whether or not such practice or regulation has the force of law) in respect of any payment due from You under the indemnity or is in any event made, the relative sum payable by You shall be increased so that, after making the minimum deduction or withholding so required You shall pay to Us and We shall receive and be entitled to retain on the due date for payment a net sum at least equal to the sum which it would have received had no such deduction or withholding been required to be, or had in fact been, made.

4.8. You shall promptly deliver or procure the delivery to Us of all receipts issued evidencing each deduction and withholding which it has made.

4.9. Any demand or notification given by Us specifying amount due and payable under or in connection with the indemnity shall, in the absence of manifest error, be conclusive and binding on You.

4.10. We shall notify You in writing of any claim that comes to Our notice whereby it appears that You are, or may become, liable to indemnify Us under this clause 4 (BACs and Direct Debit). Where a time limit for a counter claim applies, the notification shall be given as soon as reasonably possible after the date on which the claim comes to Our notice.

4.11. Subject to clause 4.13 (BACs and Direct Debit) We shall ensure, at the request in writing from You, that We are placed in a position to make a counter claim against the Financial Institution and We shall render, or cause to be rendered to You, at Your expense, all such assistance as You may reasonably require.

4.12. Subject to clause 4.13 (BACs and Direct Debit) and Our approval, You shall be entitled to act on Our behalf to instruct such solicitors or other professional advisers as You may nominate to act on Our behalf, to the intent that the conduct, and costs and expenses, of any counter-claim shall be delegated entirely to and be borne solely by You.

4.13. In connection with the conduct of any counter claim:

a) You shall keep Us fully informed of all relevant matters and You shall promptly forward or procure to be forwarded to Us copies of all correspondence and other written communications pertaining thereto.

b) the appointment of solicitors or other professional advisers shall be subject to the approval of Us, such approval not to be unreasonably withheld or delayed.

4.14. You shall at Our request provide, to Our reasonable satisfaction, security or indemnities, or both, in respect of all the costs and expense on bringing the counter-claim.

4.15. The Indemnity in this clause 4 (BACs and Direct Debit) is without prejudice to any counter claim You may have against Us in respect of any breach of Our obligations pursuant to this Agreement.

4.16. In making a request for payment You will not act in contravention of the Direct Debit Mandate provided to You by the Customer and the Advance Notification provided by You to the Customer in relation to frequency of payment and/or the amount due. You will keep records of when Your Customer withdraws their consent to the use of the Direct Debit

Mandate. If the Customer makes a request for a refund of the Direct Debit, the process followed will be in accordance with the Bacs Service User Guide.

5. Buyer's obligations

5.1. You shall comply with Your obligations set out within the Service Description and this Agreement.

5.2. You shall, as soon as reasonably practicable, notify Us if:

a) there is at any time a change in Your management, ownership or control; or

b) any event shall occur in relation to You or any Personal Guarantor which would entitle Us to summarily terminate this agreement in accordance with clause (Termination).

c) You are subject to an event that could cause damage to Our reputation.

d) You have a material change in the activities of Your business.

5.3. You appoint Us to provide the Services and shall not appoint any other person, firm or company to provide it with services the same as or substantially similar to the Service in the United Kingdom.

5.4. You shall fulfil at your own expense, all Your responsibilities in these General Terms.

5.5. You shall make sure that each Customer completes a mandate instruction and provides the same to Us on request by Us.

5.6. You shall not amend or alter any documentation, the format and content of which, has been agreed with Us and the Sponsoring Bank. Any proposed change to the format of the Direct Debit mandate, the Advance Notification letter, and or the Confirmation of Direct Debit letter must be agreed by both Us and the Sponsoring Bank before they can be issued to the Your customers.

5.7. You shall as soon as reasonably possible, co-operate with and provide such assistance as We shall reasonably require, to enable Us to provide the Service in accordance with this Agreement.

5.8. You shall agree with Us and the Sponsoring Bank, a maximum total value per submission, and an 'exception' value which We and the Sponsoring Bank will use to control the level of Our liability to the Sponsoring Bank and the Your liability to Us and provide a measure of control against fraud or error for You.

5.9. If the value cannot be agreed then the values shall be set by Us. These values may not be exceeded, without prior agreement from Us, but may be revised, from time to time, following discussion between You, Us and Our Sponsoring Bank.

5.10. You shall at Your own expense retain duplicate copies of all Input Material. We shall have no liability for any such loss or damage of all Input Material, however caused. All Output Material shall be at Your sole risk from the time of delivery to the time of download.

5.11. If Our performance of Our obligations under this agreement is prevented or delayed by any act or omission of You, Your agents, subcontractors, consultants or employees, We shall not be liable for any costs, charges or losses sustained or incurred by You that arise directly or indirectly from such prevention or delay.

5.12. You shall be liable to pay to Us, on demand, all reasonable costs, charges or losses sustained or incurred by Us (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from Your fraud, negligence, failure to perform or delay in the performance of any of Your obligations under this agreement.

5.13. For the avoidance of doubt, losses shall include but are not limited to any claim made against Us by a Customer arising out of or in connection with the Services.

5.14. You agree:

a) Your services or products supplied to Your customers are of an acceptable quality, fit for purpose and are advertised, promoted, operated and presented in a manner so that they will not bring, or be likely to bring Our name, system or services provided, or the Bacs Direct Debit Scheme into disrepute.

b) to process all DD Instructions via the Direct Debit System and, where applicable, the Paperless facility, and not to permit or suffer any person other than You or an employee of Yours to use or have access to the Direct Debit System and to indemnify and hold Us harmless from and against any loss, cost or expense Us may suffer or incur as a result of Your breach of the foregoing obligations;

c) not to misuse Our Systems and not to permit Our Systems to be misused.

d) to use the same only in accordance with the Operating Instructions and to report direct to Us (using any contact telephone numbers supplied by Us) and to follow up such verbal report by a report to Us in writing (e-mail) if you become aware of any malfunction or breakdown of Our Systems as soon as possible after any such malfunction or breakdown shall occur.

e) to indemnify and hold Us harmless from and against any loss, cost or expense We may suffer or incur as a result of any malfunction or breakdown caused by a failure by You to use the Service in accordance with the Operating Instructions.

5.15. If required, You shall arrange for the signature of a Guarantee in a form as specified by Us.

6. Change Control

6.1. If either party wishes to make a material change the scope or execution of the Service, it shall submit details of the requested change to the other in writing.

6.2. If either party requests a change to the scope or execution of the Service, We shall, within a reasonable time, provide a written estimate to You of:

a) the likely time required to implement the change;

b) any necessary variations to Our charges arising from the change;

c) the likely effect of the change on the Project Plan; and

d) any other impact of the change on this Agreement.

6.3. If You wish Us to proceed with the change, We have no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Service and any other relevant terms of this agreement to take account of the change and this agreement has been varied in accordance with the terms of this Agreement.

6.4. Clause 6.1 to Clause 6.3 shall not apply to the extent we make any changes to Our processes or the Service which are necessary to comply with any applicable statutory or regulatory requirements (including but not limited to legislation and regulations regarding Data Protection, Money Laundering Regulations, Payment Services Regulations, Bribery and Corruption, Consumer Credit Activities and Bacs Processing) or which do not materially affect the nature or quality of the Service.

6.5. We may charge for the time it spends assessing a request for change from You on a time and material basis with time being charged at the Hourly Rate and materials being charged at cost.

6.6. Where possible, changes in accordance with clause 6.4 (Change Control) will take effect a minimum of two (2) months from the notice of change or such date as required by legal, regulatory or Scheme Rules if earlier.

6.7. Where the change as specified in clause 6.4 (Change Control) has a material adverse effect on the Service, You may terminate Your agreement with Us upon the provision of one (1) month notice in writing to Us.

7. Charges and Payment

7.1. The Charges and Payments shall be as specified in the Contract.

7.2. Notwithstanding anything to the contrary in this Agreement, We shall be entitled to recover from You any sums due in relation to any indemnity claims which We have paid on Your behalf and/or or in relation to Transactions submitted by You. The provisions in the Agreement in relation to the indemnity claims made against You and Your indemnity to Us shall survive termination of this Agreement. You acknowledge that claims may be made by a Customer after termination of this Agreement and You indemnity and/or that of any Guarantor shall continue to have effect.

8. Intellectual Property Rights

8.1. You acknowledge the Intellectual Property Rights used in the provision of the Service shall be owned by and remain vested in Us or licensed to Us and You hereby acknowledges that You will not acquire any right, title or interest in the same way.

8.2. Other than in respect of licensing derived from an Industry Supplier, the terms of the Call Off Contract Schedule 1 (Intellectual Property) shall apply.

8.3. With regard to any licensing derived from an Industry Supplier shall flow down the terms provided to PayPoint Digital.

9. Confidentiality and Data protection

9.1. The provisions of clause 18 (What you must kept confidential) as specified in the General Terms shall apply.

9.2. The provisions of clause 17 (Data Protection and Security) as specified in the General Terms shall apply.

9.3. For the purposes of the regulated services, the Buyer is an independent controller and PayPoint Digital is an independent controller.

10. Limitation of Liability

10.1. Nothing in this agreement limits or excludes Our liability for:

a) death or personal injury caused by Our negligence.

b) fraud or fraudulent misrepresentation; or

c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

10.2. The terms of clause 14 (How much you can be held responsible for) as specified in the General Terms shall apply.

10.3. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

10.4. We are responsible for the correct transmission of the Transaction to the Customer's payment service provider and will re-transmit if there is an error. Rectification and payment will be in accordance with the Bacs Service User Guide and the Payment Service Regulations 2027.

10.5. We have no liability to You for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by You which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of You.

10.6. We have no liability to You for any loss, damage, costs, expenses or other claims for compensation in respect of any Direct Debit Instruction made to You via the PDD Systems, which later proves to be erroneous, either as a whole or in part.

10.7. You acknowledge that We do not guarantee nor warrant that the Direct Debit Systems shall continue to function uninterrupted throughout the Term and We have no liability to You if the Direct Debit Systems do not continue to function uninterrupted throughout the Term.

10.8. The Buyer agrees that notwithstanding any statement to the contrary, their liability under the Buyer Direct Debit Indemnity provided by the Buyer to PayPoint Digital shall not be limited by clause 14 (How much you can be held responsible for) or any other part of the Contract.

11. Termination

11.1. This Agreement shall come into force on the date of the last party to sign it and shall continue in force until it is terminated in accordance with the termination provisions as specified in the General Terms.

11.2. For a Micro Enterprise or Small Charity, this Agreement may be terminated;,

11.2.1. By You upon the provision of one (1) month notice in writing to Us.

11.2.2. By Us upon the provision of three (3) months notice in writing to You.

11.3. Without affecting any other right or remedy available to Us, We shall be entitled to terminate this Agreement by giving not less than 7 days' written notice to You if:

a) there is at any time a change in Your management, ownership or control; or

b) on review, Your credit rating or Guarantor has in Our absolute opinion deteriorated to an unsatisfactory level since it was last reviewed; or

c) You do not pay any sum due to Us within 7 days of the due date; or

d) You fail Our customer due diligence and/or any other regulatory and or compliance checks undertaken by Us during the term of this Agreement; or

e) We have not received any collection instructions instructions or Direct Debit Mandate updates from You for a period of 3 months or such (collection period as have been agreed).

11.4. For the purpose of this Clause 11 (Termination), an event giving rise to a right of termination by Us shall include such an event in relation to the Guarantor.

11.5. We may at Our absolute discretion upon the provision of notice in writing to You suspend the Services in whole or in part if You or Your Guarantor is in breach of this Clause 11 (Termination).

11.6. If any of the Service is suspended pursuant to clause 11(Termination) You shall pay (in advance of recommencement of the Services) all of the reasonable charges and expenses incurred in the implementation of such suspension and any subsequent recommencement of the provision of any Services.

11.7. We are entitled to suspend the Services if required to do so in order to comply with any legislative, statutory and/or regulatory obligation applicable to Us including but not limited to anti money laundering.

12. Force majeure

12.1. The provisions of clause 23 (Circumstances beyond your control) of the General Terms shall apply.

13. General

13.1. Entire Agreement: The provisions of clause 21 (No other terms apply) of the General Terms, shall apply.

13.2. Invalidity: The provisions of clause 20 (Invalid parts of the contract) of the General Terms, shall apply.

13.3. Waiver: The provisions of clause 25 (Giving up contract rights) of the General Terms, shall apply.

13.4. Notices: The provisions of clause 28 (How to communicate about the contract) of the General Terms, shall apply.

13.5. Third Party Rights: The provisions of clause 22 (Other people's rights in a contract) of the General Terms.

13.6. Dispute: The provisions of clause 38 (Resolving disputes) of the General Terms, shall apply.

14. Assignment

14.1. As the Bacs Service User Number is personal to You, You shall not sell, assign or transfer this agreement.

14.2. This Agreement is personal to You and You shall not mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its duties, rights, interests or obligations under this agreement without Our prior written consent.

14.3. Without prejudice to Clause 14.1 (Assignment), if during the Term You decide to dispose of the whole or any part of Your interest in payment collection or pass control of Your payment collection to a third party entity, You shall so notify Us in writing not less then thirty (30) days prior to the proposed effective date of such change. Following the giving of such notice, the parties and the Sponsoring Bank shall negotiate in good faith a new agreement. We reserve the right to refuse to the enter into a new agreement if the third party entity shall fail to satisfy Our credit checks and or Our anti – money laundering requirements as required of Us by the Financial Conduct Authority and other relevant bodies and any applicable law.

14.4. We may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement. to any person, firm or company with service user status from Bacs, provided that We give prior written notice of such dealing to You.

14.5. We are entitled to perform any of Our duties undertaken by Us and to exercise any of the rights granted to Us under this agreement through any contracted Company and any act or omission of any such Company shall for the purposes of this Agreement be deemed to be the act or omission by Us.

14.6. This agreement (and the documents referred to in it) are made for the benefit of the parties and their successors and permitted assigns, and the rights and obligations of the parties under this agreement shall continue for the benefit of, and shall be binding on, their respective successors and permitted assigns.

15. Complaints

15.1. If You wish to make a complaint in relation to the payment services provided by Us under this Agreement You can contact Us via the Our website and the methods set out in the complaints procedure located at:

https://www.RSM2000.co.uk/documents/

or write to Us at;
RSM 2000 Limited (Complaints)
1 The Boulevard
Shire Park
Welwyn Garden City.
Hertfordshire
AL7 1EL.

16. Financial Services Ombudsman

16.1. We will always respond to a complaint and try resolve it as soon as possible but if You are not satisfied with the response from Us, if eligible You may refer Your complaint to the Financial Ombudsman Service.

16.2. The Financial Ombudsman Service is an independent organisation which tries to resolve complaints between customers and financial organisations if the parties are not able to resolve the complaint between them. The timescales for a response to a complaint will outline any deadlines set out by the Financial Ombudsman Service.

16.3. In relation to a complaint about Us, if an organisation is an eligible claimant and wishes to contact the Financial Ombudsman Service in relation to a complaint the contact details are:

Post:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Complaint.info@financial-ombudsman.org.co.uk ; or

www.financial-ombudsman.org.uk

0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile).

Service Details - Overview

This document describes the services and the actions of the parties.

In this document:

- You or Your means the Buyer originating the direct debit request.
- We, Us or Our means PayPoint Digital an accredited BACS Bureau/DDFM.

The Service is provided in accordance with the Bacs Service User Guide and the terms of the Agreement.

Section 1 New Buyer Set Up

The following process is used to set You up as a new Buyer.

1	Receipt of Our Order Form, Customer Identification Form, Our own DDI, Buyer Questionnaire (CQ), and accompanying documents
2	Send You Our Direct Debit Services Agreement
3	You return the Direct Debit Services Agreement to Us and rates confirmed
4	Set-up Fee Payment received from You
5	Complete paperwork and apply to Sponsor for new Buyer Service User Number (SUN)
6	Confirmation received from Sponsor to confirm SUN **(approx 2 weeks from point 4)**
7	Draft Paper Direct Debit Instruction (DDI) sent to You for amendments
8	If telephone PDD to be used, Script to be agreed with You. If hosted web-page to be used, Web page to be agreed with You. Confirmation and Advance Notifications to be agreed with You.
9	You are provided with access to Sandbox system for testing purposes. If you are using API, test API ID/key to be provided. If you are using Event Streamer, You will provide test URL which We will configure on the Sandbox system. If You are using automated End of Day files, test files will be created on request and provided by Email.
10	You provide two contacts to undergo Bacs Paperless DD training.
11	Set-up of Your configuration on the Production environment
12	Confirmation of start date for testing of Bacs software
13	Carry out testing on new SUN to Bacs
14	Agreed Paper Direct Debit Instruction sent to Sponsor for approval
15	If applicable, agreed telephone PDD Script and Web page sent to Sponsor for approval. Agreed Confirmations and Advance Notifications sent to Sponsor for approval.
16	Paper DDI and, if applicable, telephone PDD Script and Web page approved. Confirmations and Advance Notifications approved.
17	Complete further paperwork and send to Sponsor including training certificates supplied by You.
18	Once testing complete, proposed Live Date received
19	You are set-up on the Production Platform.
20	You are advised of proposed Live Date

21	If applicable, migrated DDIs are loaded onto Platform.
22	Now ready for You to add or edit DDIs and/or Collections
23	You are now live

Some of the above occur simultaneously. The whole process takes between 4-6 weeks.

1.2 Customer Set-up

A customer is the individual agreeing You can raise a direct debit on their account.

Day	Paper (AUDDIS)	Paperless
1	You send the DDI to customer for completion	You obtain customer a/c details via Internet or Telephone etc.
2		❖ We collect details via API, or new mandate file is uploaded byYou. Alternatively, paperless (telephone) DDIs or individual DDIs added by You via the Portal added via the Portal, with telephone DDIs following the agreed Script. ❖ DD Instructions file is produced and sent to BACS for circulation to banks. ❖ Advanced Notification letter is sent to customer by either You, or Us if requested
3		BACS return a confirmation that the set-up has been processed successfully
4	Customer completes and returns to You.	
5		
7	You provide reference for DDI and import file or add individual mandates via Portal	
8	You file the paper DDI and send ANL letter to customer. We send electronic DD Instructions file to BACS for circulation to banks.	After 5 working days, DD Instruction is ready for use
9	BACS return a confirmation that the set-up has been processed successfully	
14	After 5 working days, the DD Instruction is ready for use.	

1.3 Collection Files

You upload a collection file, send a collection request via API, or enter a collection via the Portal, which details the amount to be collected from each customer and the date of the advised collection. You can enter Schedules that will then be used by the system to automatically generate collections as they become due according to the dates/frequency You specify.

DAY	Action
1.	❖ You send details of collection information to Us via File upload, API or Portal – this must be by 3pm **at least** four days prior to collection date, and must allow sufficient time for notification to the Payer according to the notification period agreed with the Sponsor when Your SUN was set-up. ❖ Collection File is processed and collections related to cancelled or pending Instructions are notified to You as unable to process as no Live DD instruction is in place. ❖ File is sent to BACS via submission software stating required collection date.
4	❖ Collection is made on date specified. ❖ Advice is received that all was processed correctly.
4-7	❖ Over the two following working days, notifications will be received regarding any rejected items.
7	❖ 3 working days following a collection, reconciliation is prepared, detailing the total value of the collection file, minus any rejected items, and minus the charges of processing the file and any additional costs. We pay the balance to You using the BACS payment method (3 working days to clear).
9	❖ 5 working days following a collection, the balance of the collection is cleared into Your account.
Anytime	❖ There is no time limit on Indemnity Claims made by the Payer under the Direct Debit Guarantee. We will receive a report of a claim from Bacs and will notify You via the portal and, if configured, by email. The report will detail the date that funds will be reclaimed if a successful challenge is not made. If funds are reclaimed, we will deduct the amount from Your next collection. If the collection is insufficient to cover the full amount, or timing between collections makes this method unreasonable, We may collect any outstanding amount from you by Direct Debit or ask you to pay by some other method.

Days indicated are Working days.

Section 2 - Payment Collection Service

We transmit a collection file, on Your behalf , to Bacs for collection on a date specified by You.

2.1 Our Responsibilities

We undertake under the terms of this agreement the following responsibilities:

a. To make available Our secure web-based Portal to You, using email address as a unique user name and allowing users to create their own unique password, (and optional 2-factor authentication mechanism where available), for the secure use of such system by Your users.

b. To generate collection files for You, based on the initial information sent to Us by You regarding the amount, frequency, collection date and start date for each of Your customers.

c. Details of each collection file received will be available immediately on the system via the Portal. This will show details of;

- Date sent
- Collection Date
- Number of Debits
- Value of Debits

If the maximum value of any debit exceeds the amount advised to Us and agreed with the sponsor, the file will not be sent and You will be contacted. We may, at our discretion, agree a temporary or permanent increase in the limit to allow the file to be sent.

d. Subject to validation of data and compliance with limits as described above, to undertake the secure transmission of Your file to Bacs, in sufficient time for processing. We will have no liability or responsibility for any errors in the initial information provided by You that is used to produce the files.

e. To reconcile and validate the Input report against the details held on the database. The following items will be checked:

- Service User Number
- Service User Name
- Date Sent
- Processing Date (one working day prior to Collection Date)
- Number of Debits
- Value of Debits
- Rejected records

f. We are responsible for recording any rejected records identified in the Bacs Input Report, and will notify You accordingly via the Portal, and, if configured, via email alerts..

g. We will immediately advise the Sponsor of any errors identified on the Bacs Input Report.

h. We will notify You via the Portal, or, if configured, via email, , within 24 hours of receipt of an ARUDD report from Bacs, of any amounts notified as unpaid, and with the reason as detailed by Bacs.

i. We will notify You by e-mail and via the Portal, within 24 hours of the receipt of a DDICA (Indemnity Claim) report, giving details of the name, DD Reference, reason, date(s) and amount(s) to be reclaimed. Where a claim is open to challenge, we will advise You of the information required and timescales to pursue a challenge and, on receipt of the requested information in sufficient time, will submit the challenge to the Payer's bank. In the event of a challenge being successful, We will notify You via the Portal of the Claim Cancellation.

j. Following a period of 3 working days from the collection date, RSM will prepare a reconciliation statement, detailing the total value of the file collected, minus any rejected items, and minus the charges of processing the file, and any additional costs. Provided the remaining balance is positive, payment is made via Bacs and is paid into Your bank account on the fifth working day from the collection date. If the balance is negative, or where any rejected items or indemnity claims deductions are received after the reconciliation date for that collection, the relevant amounts will be either be deducted from the next collection, or may be collected by Direct Debit, or requested separately from You.

k. In circumstances where Our normal service is affected by any circumstance out of Our control, We will provide You with as full a service as possible.

l. We will notify You should it become necessary to provide new/temporary contact details if We are operating in a Business Continuity state. We have a full Business Continuity plan which is regularly reviewed.

2.2 Your Responsibilities

You undertake under the terms of this agreement the following responsibilities:

a. To ensure that any data provided by You to Us, which will be used for the production of the collection files, is received in a timely manner and has been verified by You. Collections requested with insufficient time to complete the customer set-up as per Bacs rules (see Section 3 AUDDIS Service) will not be included and the collection(s) will fail.

b. To verify the summary details of the collection file provided by Us via the facilities in the Portal. You should check that the number of transactions, and total value of transactions is as expected, , and that no single debit is exceptional. Following these checks, if errors are discovered, You should instruct RSM by e-mail, to not submit the file to Bacs. Such instruction must be given no later than 3:00pm three working days prior to the Collection Date.

c. To be solely responsible for notifying RSM that it wishes to recall or extract the whole collection file. This notification must be received no later than 3.00 pm on the Input Day, which is two working days prior to the Collection Date. If You wish to arrange the cancellation of individual debits, You must inform RSM of these, by 11am three working days prior to the Collection Date

d. To view regularly the reports on the Portal to receive details of unpaid amounts and the reasons given.

Section 3 AUDDIS Service

We will transmit to Bacs by AUDDIS all new customer Instructions with associated bank details, and any subsequent alterations to these bank details, and cancellations, as and when supplied to us by You or Bacs. We will maintain a database of all customer details and their current Direct Debit status.

3.1 Our Responsibilities

We undertake under the terms of this agreement the following responsibilities.

a. To make available Our secure web-based Portal to You, using email address as a unique user name and allowing users to create their own unique password, (and optional 2-factor authentication mechanism where available), for the secure use of such system by Your users

b. On the uploading of a file, or submission via API, of new DD Instructions to the DD system, the DD system will report any errors within the format of the file or API request (in which case it will be rejected in its entirety). If the file or API request is correct, the data will be processed within the system. Details of the Instructions received will be displayed in the Instructions details in the Portal.

c. Where start dates of DDIs less than 5 working days in advance are included in the new DDI then this will be considered an error, and the whole file or API request will be rejected.

d. Data will be submitted securely, within 2 working days of receipt.

e. Following submission of the Instructions batch to Bacs, details of any DDIs which have failed on transmission to Bacs, or subsequently on processing, will be displayed in the relevant Instruction details in the Portal. Reasons for failure will also be displayed.

f. We will have no responsibility or liability, for any errors in the data provided by You to Us.

g. We will ensure that the content of all ADDACS reports will be actioned on Our database and be visible to You via the Portal within 24 hours of receipt.

h. We will provide You with the means to cancel or amend any of Your own customer DD Instructions following instruction from your customer. We will ensure where notification to Bacs is required, that this will be sent within 2 working days.

i. In circumstances where Our normal service is affected by any circumstance out of our control, We will provide You with as full a service as possible.

j. We will notify You should it become necessary to provide new/temporary contact details if We are operating in a Business Continuity state. We have a full Business Continuity plan which is regularly reviewed.

3.2 Your Responsibilities

a. You are required to submit any new customer Direct Debit Instructions (DDI) to Us within 7 working days of obtaining them. This is to allow the DDIs to be lodged with Bacs within the 10 working days required by Bacs under AUDDIS rules. The New DDI file must be received by 3.00 pm on a normal working day.

b. You must submit to Us immediately upon receipt, any details of changes to customer bank details or cancellations of DDIs.

c. You are required to store securely all completed paper mandates, and to provide them to Us within 5 working days if requested.

d. You must allow 5 clear working days from the lodgement of the DDI at Bacs, before any monies are collected from that account. Any inclusion in a collection file earlier than this will result in an unpaid DD. Any start date of a new DDI must be more than seven working days in advance of the date the DDI is sent to RSM

e. You must ensure that an approved letter of Advanced Notification is sent to each customer (the format of which has been approved by the Sponsoring Bank), quoting the frequency, date of first collection, amount of payment, Your SUN, and the DD Reference of the Instruction., This must be sent within 3 working days of its capture where the DDI has been collected by telephone or internet, and a minimum of 10 working days in advance of the first collection where the DDI has been collected by paper means.

f. You should access the Portal regularly to obtain details of DDIs that have failed on processing or which have subsequently been cancelled or amended following instruction by Bacs.

g. You will retain the Direct Debit Mandates as specified in Appendix 1 and if requested to do so, You will provide the attestation set out therein.

Service Levels

4.1 Planned Maintenance

a. We will normally schedule planned maintenance that will involve any system downtime to take place outside normal working hours, and where practical, between the hours of 2 a.m. and 5 a.m.

b. Where such downtime is expected to exceed 15 minutes, We will give You at least 72 hours' notice of such planned maintenance and expected duration and will use its reasonable endeavours to agree to reschedule the planned maintenance should You advise Us within 6 working hours of such notification that You are planning to run an online DDI sign-up campaign during the same period.

4.2 Support

a. Systems are monitored 24 hours and 7 days a week and staff are on call to respond to any system issues affecting the service.

b. If You become aware of an issue affecting their service You can contact Support by emailing electronicpayments@rsm2000.co.uk or such other e-mail address as may be notified to you in writing by PayPoint Digital from time to time, between 9am and 5:30 pm Monday to Friday, excluding Bank Holidays to report the issue and to classify its priority according to the table below. Our Service Level response times are detailed accordingly.

3.3 Priorities

Severity	**Priority 1 (P1)**
Definition	**Emergency:** Failure of the DD System with an immediate major impact or complete loss of the ability to capture DDIs
Response Target	Response within 15 minutes during a Working Day and within 1 hour outside of a Working Day of ticket being raised and verified by You and Our support desk as an emergency.
Resolution	We shall use Our reasonable endeavours to provide a resolution or a workaround reasonably acceptable to You within 4 hours during a Working Day in respect of 90% of loss of Service incidents and within 8 hours in a Working Day in respect of any other loss of Service.
Target	Above 90%
Severity	**Priority 2 (P2)**
Definition	**Severe Problem**: Incident caused by malfunction of a critical area of the DD System but which does not stop the capture of DDIs Areas affected may be the reporting functionality within the DD System or the ability to download DDI details
Response Target	Response within 15 minutes during a Working Day and within 1 hour outside of a Working Day of ticket being raised and verified by You and Our support desk.
Resolution	We shall use Our reasonable endeavours to provide a resolution or a workaround reasonably acceptable to You within 4 hours during a Working Day in respect of 90% of loss of Service incidents and within 24 hours on Working Days in respect of any other loss of Service.
Target	Above 90%
Severity	**Priority 3 (P3)**
Definition	**Medium Problem:** Failure of a functional area of DD System giving rise to a short term work around managed by You.
Response Target	Acknowledge and review 90% of incidents within 2 hours during a Working Day
Resolution	We will use Our reasonable endeavours to resolve, provide or assist in establishing a workaround or a workaround plan for 80% of P3 tickets raised by You within 5 Working Days. Permanent solution to be included in a future release of software used in the DD System, or when otherwise agreed with You.
Target	Above 90%
Severity	**Priority 4 (P4)**

Definition	**Minor Problem:** Service request, question or aesthetic issue with no impact to Service delivery or non-Service affecting
Response Target	Acknowledge and review 90% incidents within 2 hours during a Working Day.
Resolution	We will use Our reasonable endeavours to resolve, provide or assist in establishing a workaround or a workaround plan for 80% of P4 tickets raised by the Buyer within 20 Working Days. A permanent solution for the remaining 20% of the P4 Service failures to be provided in the next release of software used in the DD System.
Target	Above 90%

Migration Services

Migration to new platform

Where applicable, the parties agree that prior to the transfer of data from the RSM legacy DD platform (DDCM) or from another provider, to the DD platform ("the Migration") the parties will work together to agree a Migration Plan.

5.1 Migration Plan

The Migration Plan will be agreed between You and Us and the key activities may include:

- Quantifying the data to be transferred.
- Confirmation of the records to be transferred.
- Preparation of Test Plan
- User Acceptance Testing
- Test Migration
- Confirmation of Migration
- Load Migration files
- Live Migration
- Verification of data transfer
- Post Migration Testing
- Live implementation
- Contingency and "roll back" procedures.

5.2 Migration Dependencies

Agreement in writing by You and Us of the Transfer Date.

5.3 Milestones

The following Milestones for Migration and data transfer to include;

- Confirmation by the parties of the data and the content of the data including but not limited to data fields.
- Confirmation of the successful user acceptance testing
- Agreement of the parties of the transfer date.
- Confirmation the parties are ready to activate the Migration of the data transfer.

Confirmation of data is ready for use in new production environment.

Appendix 1

The Buyer hereby confirms to RSM that they will retain the Direct Debit Mandates (DDIs) from their customers at their own offices.

The Buyer confirms that the DDIs will be securely stored, and mandates need to be kept during the entire period that they are live and for a minimum period of three years thereafter, including any mandates that are cancelled by the Customer, or Buyer.

The Buyer agrees that upon request from RSM, any required DDI will be provided to RSM within a time period of three working days from the day of the request, such request from RSM being made in a format including but not limited to Email and Telephone

The Buyer agrees that any failure under this Appendix will require the Buyer to indemnify RSM as covered by clauses 2.3, 2.5, and 3.2 of the Agreement a) and that RSM has no liability to the Buyer as described in clause 6.4 of the Agreement.

The Buyer confirms it has complied with the obligations as set out in the Appendix 1.

Date: [insert].

Signed by	....
for and on behalf of RSM 2000 Limited	Director

Signed by [NAME OF DIRECTOR]	....
for and on behalf of [NAME OF BUYER]	Director

THIS GUARANTEE AND INDEMNITY is made BY DEED on XXXXXXXXXX

BY

XXXXXXXX a company registered in England and Wales with Company Number XXXXXXXX whose registered office is at XXXXXXXXXXXXXXXXXXXXXXXXXXX ("Guarantor")

[or]

[name and address – if individual] "the Guarantor")

IN FAVOUR OF

RSM 2000 Limited (a company registered in England number 3703548) whose registered office is 1 The Boulevard, Shire Park, Welwyn Garden City, Hertfordshire, United Kingdom AL7 1EL ("**Creditor**")

NOW THIS DEED WITNESSES and the Guarantor hereby agrees:-

1. INTERPRETATION

In this Guarantee:-

"**the Agreements**" means all agreements (whether oral or in writing) made between the Creditor and the Principal Debtor whether or not any other person is also a party thereto and whether made before or after the date of this Guarantee

"**Interest Rate**" means 4% above the base rate of HSBC Bank Plc from time to time

"**Principal Debtor**" means XXXXXXXXXXXX, a company incorporated in England and Wales with company number XXXXXXXXX and whose registered office is at XXXXXXXXXXXXXXXXXXXXXXX

"**Rights**" means the benefit of any security or other right or benefit whether by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise, and whether from contribution or otherwise

1. GUARANTEE AND INDEMNITY

1.1 The Guarantor irrevocably and unconditionally guarantees to pay to the Creditor on demand, and in the currency in which they fall due for payment, all monies and liabilities which are now or at any time in future shall become due, owing or incurred by the Principal Debtor to or in favour of the Creditor under or in connection with any of the Agreements and the due and punctual performance and discharge by the Principal Debtor of all of its obligations and liabilities under each of the Agreements.

1.2 The Guarantor, as a principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 1.1, irrevocably and unconditionally agrees to indemnify the Creditor in full on demand against all losses, costs and expenses suffered or incurred by the Creditor arising from or in connection with any of the following the Creditor making available any credit to the Principal Debtor, the Creditor entering into any of the Agreements, any provision of any of the Agreements being or becoming void, voidable, invalid or unenforceable and/or the failure of the Principal Debtor fully and promptly to perform any of its obligations to the Creditor under any of the Agreements.

1.3 The Guarantor shall indemnify and keep indemnified the Creditor (to the extent not indemnified under this Guarantee) on demand by the Creditor against all losses, actions, claims, costs, charges, expenses and liabilities suffered or incurred by the Creditor in relation to this Guarantee (including those incurred in the enforcement of any of the provisions of this Guarantee or occasioned by any breach by the Guarantor of any of its obligations under this Guarantee).

2. CREDITOR PROTECTIONS

2.1 The Guarantor acknowledges and agrees that this Guarantee is and at all times shall be a continuing security and shall extend to cover the ultimate balance due at any time from the Principal Debtor to the Creditor under or in respect of any of the Agreements and any of the transactions contemplated by them.

2.2 The Guarantor acknowledges and agrees that none of its liabilities under this Guarantee shall be reduced, discharged or otherwise adversely affected by any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Creditor may now or in future have from or against the Principal Debtor and/or any other person in respect of any of the obligations and liabilities of the Principal Debtor and/or any other person under and in respect of any of the Agreements, any act or omission by the Creditor or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Principal Debtor and/or any other person, any termination, amendment, variation, novation of or supplement to any of the Agreements, any grant of time, indulgence, waiver or concession to the Principal Debtor and/or any other person, any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability, discharge by operation of law, change in the constitution, name or style of the Principal Debtor and/or any other person, any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of the Principal Debtor and/or any other person, any claim or enforcement of payment from the Principal Debtor and/or any other person and/or any act or omission which would not have discharged or affected the liability of the Guarantor had it been a principal debtor instead of guarantor or by anything done or omitted by any person which but for this provision might operate to exonerate or discharge the Guarantor or otherwise reduce or extinguish its liability under this Guarantee.

3. PRIMARY OBLIGATION

3.1 The obligations and liabilities undertaken by the Guarantor under this Guarantee are those of primary obligor and not merely as a surety.

3.2 The Creditor shall not be obliged before taking steps to enforce any of its rights and remedies under this Guarantee to take action or obtain judgment in any court against the Principal Debtor and/or any other person, to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Principal Debtor and/or any other person and/or to make demand, enforce or seek to enforce any claim, right or remedy against the Principal Debtor and/or any other person.

4. NO SECURITY

4.1 The Guarantor warrants to the Creditor that it has not taken or received, and agrees not to take, exercise or receive the benefit of, any Rights from or against the Principal Debtor and/or any other person in respect of any liability of or payment by the Guarantor in connection with this Guarantee.

4.2 If any of such Rights is taken, exercised or received by the Guarantor, the Guarantor declares that such Rights and all monies at any time received or held in respect of such Rights shall be held by the Guarantor on trust for the Creditor for application towards the discharge of the liabilities of the Guarantor to the Creditor under this Guarantee.

4.3 The Guarantor agrees that all other Rights and all monies from time to time held on trust by the Guarantor for the Creditor under clause 4.2 shall be transferred, assigned or, as the case may be, paid to the Creditor, promptly following the Creditor's demand.

4.4 This Guarantee shall be in addition to and shall not affect or be affected by or merge with any other judgment, security, right or remedy obtained or held by the Creditor from time to time for the discharge and performance of any liabilities or obligations of the Principal Debtor.

5. INTEREST

The Guarantor agrees to pay interest to the Creditor at the Interest Rate before and after judgment on all sums demanded under this Guarantee from the date of the Creditor's demand or, if earlier, the date on which the relevant damages, losses, costs or expenses arose, until but excluding the date of actual payment. All such interest shall accrue on a day-to-day basis and be calculated by the Creditor on the basis of a 365 day year and interest shall be compounded.

6. DISCHARGE TO BE CONDITIONAL

6.1 Any release, discharge or settlement between the Guarantor and the Creditor in relation to this Guarantee shall be conditional upon no right, security, disposition or payment to the Creditor by the Guarantor and/or any other person being void, set aside or ordered to be refunded pursuant to any law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency or for any other reason.

6.2 If any such right, security, disposition or payment is void or at any time so set aside or ordered to be refunded, the Creditor shall be entitled subsequently to enforce this Guarantee against the Guarantor as if such release, discharge or settlement had not occurred and any such security, disposition or payment had not been made.

7. PAYMENTS AND TAXES

All sums payable by the Guarantor under this Guarantee shall be paid to the Creditor in full without any set-off, condition or counterclaim whatsoever, and free and clear of all deductions or withholdings whatsoever save only as may be required by binding law or regulation. If any deduction or withholding is required by any law, practice or regulation (whether or not such practice or regulation has the force of law) in respect of any payment due from the Guarantor under this Guarantee or is in any event made, the relative sum payable by the Guarantor shall be increased so that, after making the minimum deduction or withholding so required the Guarantor shall pay to the Creditor and the Creditor shall receive and be entitled to retain on the due date for payment a net sum at least equal to the sum which it would have received had no such deduction or withholding been required to be, or had in fact been, made.

8. COMMUNICATIONS

Every notice, demand or other communication under this Guarantee must be in writing and may be delivered personally or by letter to the other party's address as specified above or to such other address as may be notified by the relevant party to the other party for such purpose. Every notice, demand or other communication shall be treated as having been received on the second working day after despatch if sent by post and at the time of delivery if delivered personally during normal business hours or on the next working day if delivered outside of normal business hours.

9. TRANSFERS

9.1 This Guarantee may be freely assigned or transferred by the Creditor.

9.2 The Guarantor may not assign any of its rights nor transfer any of its obligation under this Guarantee or enter into any transaction which would result in any of those rights or obligations passing to another person without the prior written consent of the Creditor.

9.3 The Creditor may disclose any information about the Guarantor to any person to whom it is proposing to transfer or assign or has transferred or assigned any of its rights under this Guarantee.

10. MISCELLANEOUS, REPRESENTATIONS AND WARRANTIES BY THE GUARANTOR

10.1 No delay or omission on the part of the Creditor in exercising any right or remedy under this Guarantee shall impair that right or remedy or operate as a waiver of it; nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise of that or any other right or remedy.

10.2 The Creditor's rights under this Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Creditor deems expedient.

10.3 Any waiver by the Creditor of any terms of this Guarantee, or any consent or approval given by the Creditor under it, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

10.4 If at any time any one or more of the provisions of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity and enforceability of the remaining provisions of this Guarantee nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired.

10.5 The Guarantor hereby represents and warrants to the Creditor that:-

(a) the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

(b) the Guarantor has full power and authority to execute, deliver and perform its obligations under this Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Guarantee;

(c) the execution, delivery and performance by the Guarantor of this Guarantee and the performance of its obligations under this Guarantee have been duly authorised by all necessary corporate action and do not contravene or conflict with:-

(i) the Guarantor's memorandum and articles of association; or

(ii) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

(iii) the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets; and

(d) this Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10.6 The Guarantor acknowledges that the Creditor has accepted this Guarantee in full reliance on the representations and warranties set out in this clause 10.

11. LAW AND JURISDICTION

11.1 This Guarantee is governed by and shall be construed in accordance with English law and the Guarantor hereby irrevocably submits to the exclusive jurisdiction of the courts of England.

IN WITNESS whereof this Deed was executed as a deed on the date set out above.

Executed as a deed by The Guarantor Acting by two directors or a director and secretary	Signature - Director
	Signature – Director/Secretary

[or]

Executed as a deed by The Guarantor	Signature - Guarantor
Witness: Name Address	Signature - Witness

PART TWO: Direct Debit Bureau Service, with Direct Credit Service

Contents

Clause

Schedule

Service Terms

For the purposes of the G-Cloud 15 Call Off Contract, RSM 2000 Limited (RSM) is a subcontractor to the Supplier.

We are authorised and regulated with the Financial Conduct Authority under the Payment Services Regulations 2017 (FRN 729928) for the provision of payment services.

We are authorised and regulated by the Financial Conduct Authority for Consumer Credit Activity (FRN 715057).

We are an Approved Bacs Bureau, with Registration Number B30288.

1. Interpretation

The following definitions and rules of interpretation apply in these terms.

1.1 Definitions

ADDACS report: means a report sent by Bacs to the Buyer and or RSM advising of any alterations and cancellations to Direct Debit Instructions;

ARUDD report: means a report sent to the Buyer or RSM detailing any Direct Debit payment instruction that could not be applied and the reason for the returned instructions and payment;

Agreement: means the G-Cloud 15 Call Off Contract between the Buyer and the Supplier together with any schedules, annexes thereto;

Bacs: The legal entity Bacs Payment Schemes Limited known as Bacs which administers the service relating to the automated clearing, and settlement of payments between members of the Association for Payment Clearing Services and the Northern Ireland Bankers Association, for the benefit of its members;

Bacs Service User Guide: the service user guide published by Bacs from time to time;

Bacs Service User Number (SUN): the number identifying the originator of the direct debit.

Charges: the amount payable by the Buyer for the provision of the Service.

Buyer's Supplier: A Supplier contracted to the Buyer who the Buyer has requested of RSM that they be given specified access to the DDB system and where specified, to data held on the DDB system

Collection Day: means the third day of the cycle when the Customer's account is debited and the funds credited to the Buyer's account;

Commencement Date: the date of the Agreement.

Confirmation of Direct Debit [letter]: means a written communication advising a Customer that a Direct Debit Instruction has been set up on their bank account, which is required when a Paperless Instruction is given by the Customer

Customer: means any Customer of the Buyer from whom payments are collected via Bacs

DDI: means a Direct Debit Instruction;

Data Processing Agreement: the data processing agreement entered into by the parties relating to the processing by RSM in connection with the delivery of the service;

Data Protection Legislation: means the data protection laws implementing the General Data Protection Directive 2016/679 EC and Data Protection Act 2018 (as amended, consolidated, re-enacted or replaced from time to time);

DDB Systems: Direct Debit Bureau System supplied as part of this Direct Debit Bureau Agreement**;**

Financial Institution: means certain members of UK Payments and the Northern Ireland Bankers Association with whom any Customer or the Buyer bank;

Input Day: means the first day of the Bacs service three - day cycle by which required data must be submitted to Bacs;

Input Material: all documents, data, information and materials provided by the Buyer to RSM relating to the Service.

Input Report; means a report received by RSM, as the Bureau from Bacs detailing the number of items to be processed, the total value of the collection and the date the file is to be processed (Processing Date);

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Operating Instructions: The operating instructions for the Systems and the service provided by RSM under this Agreement as issued by RSM, from time to time during the Term.

Output Material: all Documents, data, information and materials provided by RSM to the Buyer relating to the Service.

Paperless Direct Debit Agreement: means that between the Service User and Bacs, on behalf of the members of Association for Payment Clearing Services and the Northern Ireland Bankers Association, which confirms that the Service User will adhere to the additional rules and regulations pertaining to Paperless Direct Debit as detailed in the Service User Guide and Rules to the Bacs Direct Debit Scheme

Paperless DDI or Paperless Direct Debit Instruction: means any Direct Debit Instruction details collected [by the Buyer] via the telephone or the internet, as agreed in advance with RSM and according to the Bacs regulations;

Paying Bank: means the financial institution making the payment on behalf of the Payee.

PDD System: Electronic On-Line Direct Debit Instruction Capture System supplied by RSM as part of the Service for the on-line capture of Paperless Direct Debit Instructions;

Processing Day: means the second day of the Bacs service cycle by which all submitted data is processed through Bacs and passed to the Paying Banks;

Service: the service to be provided by RSM under these terms as set out in Schedule 1.

Service Commencement Date: the date live transactions are submitted to Bacs on behalf of the Buyer;

Sponsoring Bank: Any financial institution that can authorise service users to use Bacs. May also be referred to as the sponsor.

Standard Indemnity A legally binding agreement to indemnify the members of the Association for Payment Clearing Services and the Northern Ireland Bankers Association against any liabilities in respect of their acceptance of Direct Debit Instructions provided to them via Bacs from the Service User

System(s): the DDB System and/or PDD System and/or any replacement thereto;

Term: the term as set out in the Agreement.

The Service User's Guide and Rules to the Bacs Direct Debit Scheme: the rules of the direct debit scheme published by Bacs from time to time;

Transaction Fees: the Charges as specified in Schedule 2 (Pricing);

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

Working day: means Monday to Friday (excluding public holidays) between 9.00am and 5.00pm.

1.2 Words and expressions defined in the Bacs Service User Guide , have the same meaning in these terms unless the word and expression is expressly defined in these terms or the context otherwise requires, this includes but is not limited to the terms Sponsoring Bank or Sponsor, Direct Debit [mandate], Advance Notification [letter], Confirmation of Direct Debit letter, Direct Debit Scheme, Standard Indemnity, Paperless Direct Debit Indemnity,. DD Instructions,

1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of these terms.

1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 The Schedules form part of these terms and shall have effect as if set out in full in the body of these terms. Any reference to these terms includes the Schedules.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 These terms shall be binding on, and enure to the benefit of, the parties to the Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 A reference to a statute, regulation, code of practice or statutory order is a reference to it as amended, extended or re-enacted from time to time.

1.10 A reference to a statute or statutory order shall include all subordinate legislation made from time to time under that statute or statutory order.

1.11 A reference to **writing** or **written** includes email but not fax.

1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.13 References to clauses and Schedules are to the clauses and Schedules of these terms and references to paragraphs are to paragraphs of the relevant Schedule.

1.14 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Service and Service Level Agreement

2.1 RSM will make the Service, detailed in Schedule 1, available to the Buyer from the Commencement Date as and when reasonably required by the Buyer. The Buyer shall fulfil at its own expense, all its responsibilities as detailed in Schedule 1. The submission of transactions into Bacs will commence on the Service Commencement Date.

2.2 The Buyer shall, unless otherwise agreed, procure that each Customer completes a mandate instruction and provides electronic details of the same to RSM.

2.3 The Buyer agrees not to amend or alter any documentation, the format and content of which, has been agreed with its Sponsoring Bank. Any proposed change to the format of the Direct Debit mandate, the Advance Notification letter, and or the Confirmation of Direct Debit letter must be agreed with its Sponsoring Bank before they can be issued to the Buyer's customers and advised to RSM.

2.4 The Buyer will as soon as reasonably possible co-operate with and provide such assistance as RSM shall reasonably require to enable RSM to provide the Service in accordance with these terms.

2.5 The Buyer shall at its own expense retain duplicate copies of all Input Material. RSM shall have no liability for any such loss or damage of all Input Material, however caused. All Output Material in the possession, direction and/or control of the Buyer shall be at the sole risk of the Buyer from the time of delivery to or to the order of the Buyer.

2.6 The Buyer will make available to RSM and/or its nominees such access to its systems and/or services as RSM may reasonably require in order for RSM to development and/or maintain interconnectivity to the Service. To the extent RSM is responsible for the development and/or maintenance of the interconnectivity, the Buyer agrees to pay the Charges as specified in the Agreement.

2.7 To the extent the Buyer's use of the Services includes third party software provided by or to the Buyer and not by RSM, RSM is not responsible for the provision of, performance of or maintenance of, any such third-party software.

2.8 RSM may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Service without any liability to the Buyer.

3 Bacs and Direct Debit

3.1 The Service is provided using the Bacs Service and the Buyer acknowledges that the Service will be provided in accordance with the Service Users Guide, and Rules to the Bacs Direct Debit Scheme. Current copies of the Service Users Guide and, Rules to the Bacs Direct Debit Scheme, and such guides and rules are available upon written request from RSM and unless the Buyer requests such copies on the Commencement Date it will be assumed that it is already in possession of the current Service Users Guide and Rules to the Bacs Direct Debit Scheme.

3.2 The Buyer agrees to indemnify and keep indemnified RSM in full against all and against any claim, loss, damage, liability (including, without limitation any direct or indirect consequential losses, loss of profit, loss or reputation, damages, claims, demands, proceedings, costs, expenses, penalties and legal and professional fees or costs) which may be suffered or incurred by RSM arising, directly or indirectly, from or in connection with any of: -

3.2.1 the failure of the Buyer fully and promptly to perform any of its obligations owed to RSM under these terms;

3.2.2 the failure of the Buyer fully and promptly to perform any of its obligations as detailed in the Service User's Guide, and the Rules to the Bacs Direct Debit Scheme,

3.3 All sums payable under the above indemnity are to be paid within 28 days of demand and shall be paid to RSM in full without any set-off, condition or counter claim whatsoever and free and clear of all deductions or withholdings whatsoever save only as may be required by law or regulation which is binding on the Buyer.

3.4 If any deductions or withholding is required by any law, practice or regulation (whether or not such practice or regulation has the force of law) in respect of any payment due from the Buyer under the indemnity or is in any event made, the relative sum payable by the Buyer shall be increased so that, after making the minimum deduction or withholding so required the Buyer shall pay to RSM and RSM shall receive and be entitled to retain on the due date for payment a net sum at least equal to the sum which it would have received had no such deduction or withholding been required to be, or had in fact been, made.

3.5 The Buyer shall promptly deliver or procure the delivery to RSM of all receipts issued to it evidencing each deduction and withholding which it has made.

3.6 Any demand, notification or certificate given by RSM specifying amount due and payable under or in connection with the indemnity shall, in the absence of manifest error, be conclusive and binding on the Buyer.

3.7 RSM shall notify the Buyer in writing of any claim that comes to its notice whereby it appears that the Buyer is or may become liable to indemnify RSM under this clause 3 (Bacs and Direct Debit).

3.8 RSM shall ensure, at the request in writing of the Buyer, that RSM shall render, or cause to be rendered to the Buyer, all such assistance as the Buyer may reasonably require in respect of clause 4.7.

3.9 The Buyer shall be entitled to instruct such solicitors or other professional advisers as the Buyer may nominate to act on its behalf, to the intent that the conduct, and costs and expenses, of any counter-claim shall be delegated entirely to and be borne solely by the Buyer.

4 Additional Buyer's obligations

4.1 The Buyer shall comply with its obligations set out within these terms.

4.2 The Buyer shall as soon as reasonably practicable notify RSM in the event that:

4.2.1 there is at any time a change in the management, ownership or control of the Buyer; or

4.2.2 any event shall occur in relation to the Buyer which would entitle RSM to summarily terminate this agreement in accordance with clause **Error! Reference source not found.** (Termination).

4.3 If RSM's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Buyer, its agents, subcontractors, consultants or employees, RSM shall not be liable for any costs, charges or losses sustained or incurred by the Buyer that arise directly or indirectly from such prevention or delay.

4.4 The Buyer shall be liable to pay to RSM, on demand, all reasonable costs, charges or losses sustained or incurred by RSM (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Buyer’s fraud, negligence, failure to perform or delay in the performance of any of its obligations under these terms.

5 Buyer’s Warranty

5.1 The Buyer warrants to RSM that:

5.1.1 its services or products supplied to its customers are of an acceptable quality, fit for purpose and are advertised, promoted, operated and presented in a manner so that they will not bring, or be likely to bring RSM’s name, its system or services provided, or the Bacs Direct Debit Scheme itself, into disrepute.

5.1.2 to process all DD Instructions via the DDB System and/or PDD System not to permit or suffer any person other than the Buyer or an employee of the Buyer to use or have access to the DDB System and/or PDD System to indemnify and hold harmless RSM from and against any loss, cost or expense RSM may suffer or incur as a result of the Buyer's breach of the foregoing obligations;

5.1.3 not to misuse the RSM Systems and not to permit the RSM Systems to be misused, but to use the same only in accordance with the Operating Instructions and to report direct to RSM (using any contact telephone and/or e-mail supplied by RSM) and to follow up such verbal report by a report to RSM in writing (e-mail) any malfunction or breakdown of the RSM Systems as soon as possible after any such malfunction or breakdown shall occur and to indemnify and hold RSM harmless from and against any loss, cost or expense RSM may suffer or incur as a result of any malfunction or breakdown caused otherwise than by use in accordance with the Operating Instructions;

5.1.4 it has and will maintain a Bacs Service User Number.

6 Charges and payment

6.1 In consideration of the provision of the Service by RSM, the Buyer shall pay the charges as set out in the Agreement to the Supplier.

7 Intellectual property rights

7.1 The Buyer acknowledges that between RSM and the Buyer all Intellectual Property Rights used in the provision of the Service shall be owned by and remain vested in RSM and the Buyer hereby acknowledges that it will not acquire any right, title or interest in the same way.

7.2 The terms of Schedule 1 of the Agreement shall apply.

8 Confidentiality

8.1 The provisions of clause 18 (What you must kept confidential) as specified in the General Terms shall apply.

8.2 The provisions of clause 17 (Data Protection and Security) as specified in the General Terms shall apply.

9 Limitation of liability

9.1 The terms of clause 14 (How much you can be held responsible for) as specified in the General Terms shall apply.

9.2 In addition to the terms of 14 (How much you can be held responsible for) as specified in the General Terms, nothing in these terms limits or excludes RSM's liability for:

9.2.1 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law or

9.2.2 any indirect or consequential loss.

9.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

9.4 RSM shall have no liability to the Buyer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Buyer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Buyer.

9.5 RSM shall have no liability to the Buyer for any loss, damage, costs, expenses or other claims for compensation in respect of any Direct Debit Instruction made to the Buyer via the DDB Systems and/or PDD System, which later proves to be erroneous, either as a whole or in part.

9.6 RSM shall have no liability to the Buyer in the event that DDB System and/or PDD System does not continue to function uninterrupted throughout the Term.

10 Termination and suspension of the services

10.1 Without affecting any other right or remedy available to it RSM shall be entitled to terminate this agreement by giving not less than 14 days' written notice to the Buyer if:

10.1.1 there is at any time a change in the management, ownership or control of the Buyer; or

10.1.2 on review, the credit rating of the Buyer has in the absolute opinion of RSM deteriorated to an unsatisfactory level since it was last reviewed; or

10.1.3 the Buyer does not pay any sum due to RSM within 14 days of the due date; or

10.1.4 RSM has not received any collection instructions or settlement instructions from the Buyer for a period of 3 months (other than where annual collections have been agreed).

10.1.5 forthwith by RSM in the event that there is a legislative, or regulatory change, resulting in a material change to the Services provided by RSM under this Agreement, or a change in the status of RSM;

10.2 Without prejudice to any other right or remedy that it may have RSM may, upon giving prior written notice to the Buyer, without liability, suspend forthwith provision of all or any of the Service until further written notice is given upon the happening of any of the events listed in clause 10.1 (Termination).

11 Assignment and other dealings

11.1 As the Bacs Service User Number is personal to the Buyer, the Buyer shall not sell, assign or transfer the services provided under these terms.

11.2 This agreement is personal to the Buyer and the Buyer shall not mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its duties, rights, interests or obligations under these terms without the prior written consent of RSM.

11.3 Without prejudice to clause 11.1 (Assignment), if during the Term the Buyer decides to dispose of the whole or any part of its interest in donation/payment collection or pass control of the Buyer payment collection to a third party entity, the Buyer shall so notify RSM in writing not less than thirty (30) days prior to the proposed effective date of such change. Following the giving of such notice , the parties and the acquirer shall negotiate in good faith a new agreement. RSM reserves the right to refuse to enter into a new agreement if the third party entity shall fail to satisfy RSM's credit checks and or its anti – money laundering requirements as required of RSM by the Financial Conduct Authority other relevant regulatory bodies and statutes.

11.4 RSM may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under these terms to any person, firm or company with service user status from Bacs and, provided that RSM gives prior written notice of such dealing to the Buyer. The Buyer hereby consents to an assignment, novation or transfer to another company within the Supplier Group subject to such entity have the appropriate accreditations and/or approvals to provide the Services.

11.5 RSM shall be entitled to perform any of its duties undertaken by it and to exercise any of the rights granted to it under this agreement through any contracted Company and any act or omission of any such Company shall for the purposes of this agreement be deemed to be the act or omission of RSM.

11.6 These terms (and the documents referred to in it) are made for the benefit of the parties and their successors and permitted assigns, and the rights and obligations of the parties under these terms shall continue for the benefit of, and shall be binding on, their respective successors and permitted assigns.

11.7 RSM reserves the right to vary and/or amend the DDB and/or any other platform or system used to support the Service ("New System"). Subject to:

11.7.1 RSM providing 28 days notice in writing to the Buyer of a change in the platform or system to be used to support the Service: and

11.7.2 The use of the New System being confirmed by Bacs;

11.7.3 The New System being accredited and/or approved by Bacs in accordance with the Bacs procedures and timescales applicable during the Term of this Agreement.

Schedule 1 - Services and Service Levels

1. Set Up

1.1 New Buyer Set Up

1.	Receipt of RSM's Buyer Set Up Form, Customer Identification Form, RSM's own DDI and accompanying documents.
2.	Send Buyer RSM's Direct Debit Services Agreement
3.	Direct Debit Services Agreement returned signed by Buyer to RSM and rates confirmed
4.	Set-up Fee Invoiced and Payment received from the Buyer. Direct Debit mandate for purposes of fee settlement received and instructions submitted to bank
5.	Buyer to request that their SUN be assigned to RSM's Bureau number, and access given to Bacs reports
6.	Confirmation received from Buyer that access has been given and RSM can submit on their behalf.
7.	Draft Direct Debit Instruction (DDI) sent by Buyer to their sponsoring bank for approval
8.	Script/Web page to be agreed with sponsoring bank
9.	Buyer provided with PDD test system for creation of on-line DDI capture pages from Buyer's own web-site
10.	Buyer provides two contacts to their sponsoring bank to undergo Bacs Paperless DD training
11.	Set-up of software – In-house software and Bacs systems
12.	Confirmation of start date for testing of Bacs software
13.	Carry out testing on new SUN to Bacs
14.	DDI and Script/Web page approved by Buyer's sponsoring bank
15.	RSM confirms it could submit files for SUN and received reports
16.	Once testing complete, proposed Live Date received by Buyer
17.	Transmission details and manual sent to Buyer
18.	Buyer advised of proposed Live Date
19.	Buyer details entered onto Database and Users set up
20.	Now ready for DDIs and/or New Buyer submission files
21.	Buyer live
	Some of the above occur simultaneously. The whole process takes between 4-6 weeks

1.2 Customer Set Up

Day	Paper (Auddis)	Paperless
1	Buyer sends DDI to customer for completion	Buyer obtains customer a/c details via Internet/Telephone/IVR etc.
2		RSM collect details from website, or new mandate file is received from Buyer
		File is imported into DDCM
		DD Instructions file is produced and sent to BACS for circulation to banks
		Advanced Notification letter is sent to customer by Buyer or RSM if requested
3		BACS return a confirmation that the set-up has been processed successfully
4	Customer completes and returns to Buyer	
5		
7	Buyer references DDI and imports file or individual mandates to RSM via DDCM	After 5 Working Days, DD Instruction is ready for use
8	Buyer files DDI and sends ANL letter to customer	
	RSM send electronic file to BACS of DD Instruction to be put in place	
9	BACS return a confirmation that the set-up has been processed successfully	
14	After 5 working days, the DD Instruction is ready for use.	

1.3 Collection Files

Collection Files will be automatically generated by the DDB System if automated collections have been selected. Alternatively, collection files can be sent as shown in Day 1 below.

Day	Action
1	Buyer sends details of collection information to RSM via DDCM system, including required date of collection – must be **at least** five days prior to collection date.
	Collection File is generated and processed and any closed/new accounts are notified to the Buyer as unable to process as no DD instruction is in place

	File is sent to BACS via submission software stating required collection date
4	Collection is made on date specified
	Advice is received that all were processed correctly. Payment received by Buyer
4 - 7	Over the few days, notifications will be received regarding any rejected items (there is no time limit on rejected DDs
7	3 Working Days following a collection, reconciliation is prepared, detailing the total value of the collection file, minus any rejected items.

A collection file must be uploaded a minimum of 5 calendar days before the Advanced Notification Date given by the Buyer/Agent to the Customer.

Days indicated are Working Days.

At the beginning of each month a monthly statement is produced by the DDB System showing charges due for items processed in the previous week and an invoice is issued to the Buyer.

1) Payment Collection Service

RSM transmits a system generated collection file, from RSM's own DDB system on behalf of the Buyer, to Bacs for processing on specific dates provided by the Buyer.

Responsibilities of RSM

RSM undertakes the following responsibilities.

a. To provide RSM's secure web based DDB system for the receipt of data from the Buyer, and provide a unique user name and password for the secure use of such system by the Buyer
b. To generate collection files for the Buyer based on the initial information provided to RSM by the Buyer or the Buyer's supplier, regarding the amount, frequency, collection date and start date for each customer of the Buyer.
c. Details of the new collection file received will be shown immediately on the DDB System under Collection Batches. This will show details of:

- Input date
- Collection Date
- Number of Debits

- Value of Debits

d. To undertake the secure transmission of the Buyer's collection file to Bacs by 5:00pm on the Input Day. RSM will have no liability or responsibility for any errors in the initial data provided by the Buyer or the Buyer's supplier used to produce the collection files.
e. To reconcile and validate the Input Report against the details held on the DDB database. The following items will be checked:
    - User Number
    - User Name
    - Input Date
    - Processing Date
    - Number of Debits
    - Value of Debits
    - Rejected or Adjusted records
f. RSM is responsible for recording any rejected or adjusted records identified in the Bacs Input Report, and will notify the Buyer accordingly via the DDB System.
g. RSM will immediately advise the Buyer to notify their Sponsoring Bank of any errors identified on the Bacs Input Report
h. RSM will notify the Buyer via the DDB System, within 24 hours of receipt of an ARUDD report from Bacs, of any amounts notified as unpaid, with the reason as detailed by Bacs
i. RSM will notify the Buyer by e-mail and, within 24 hours of the receipt of a DDICA report, giving details of the name, DD Reference, reason, date(s) and amount(s) reclaimed
j. Following a period of 3 working days from the collection date, RSM will prepare a reconciliation statement for the collection, detailing the total value of the file collected, minus any rejected items
k. In circumstances where the Service is affected by any circumstance out of its control, RSM will provide the Buyer with as full a Service as possible.
l. RSM will notify the Buyer should it become necessary to provide new/temporary contact details if RSM. is operating in a Business Continuity state. RSM has a full Business Continuity plan which is regularly reviewed

Responsibilities of the Buyer

The Buyer undertakes the following responsibilities:

a. To request of its bank that RSM be allowed access to the Buyer's Bacs reports

b. To ensure that any data provided by the Buyer or Buyer's supplier to RSM, which will be used for the production of the collection files is received in a timely manner and has been verified by the Buyer. Data which is provided with insufficient information to set the customer up as per Bacs rules (see AUDDIS Section) will not be included in the current collection and will be held over to the next scheduled collection
c. To verify the summary details of the collection file provided by RSM via the collection batches screen on the DDB system The Buyer should check that the number of transactions, and total value of transactions is as expected, that the total value of transactions does not exceed the limit agreed with RSM and the Sponsoring Bank, and that no single debit is exceptional. Following these checks, if errors are discovered, the Buyer should instruct by e-mail, RSM not to submit the collection file to Bacs. Such instruction must be given no later than 3:00pm on the Input Day.
d. To be solely responsible for notifying RSM that it wishes to recall or extract the whole collection file. This notification must be received no later than 3.00 pm on the Input Day. If the Buyer wishes to arrange the cancellation of individual debits, the Buyer must inform RSM of these, by 11am on the Input Day.
e. To view regularly the reports on the collection batch submitted on the DDB system to receive details of unpaid amounts and the reasons given
f. Provide RSM with such access to the Buyer's system as reasonable required to provide the Service.

AUDDIS Service

RSM will transmit by AUDDIS to Bacs all new customer bank details and any subsequent alterations to these, and cancellations, as and when supplied by the Buyer or Bacs. RSM will also maintain a database of all customer details and their current Direct Debit status.

(a) Responsibilities of RSM

RSM undertakes the following responsibilities.

m. To provide RSM's secure web based DDB system for the receipt of data from the Buyer, and provide a unique user name(s) and password(s) for the secure use of such system by the Buyer
n. On the uploading of a file by the Buyer , or the Buyer's supplier, of new DD Instructions to the DDB System, the DDB system will report any errors within the format of the file (in which case it will be rejected in its entirety) and the Buyer shall

be responsible for monitoring the DDB System to identify whether the file has been accepted or rejected and remedying any errors. If the file is correct the data will be processed within the DDB System. Details of the file received will be displayed in the Pending Mandates screen on the DDB system.

o. Alternatively, DDIs will be uploaded automatically either daily or weekly as required from the PDD System directly to the DDB System.
p. Data will be submitted by RSM to Bacs securely, within 2 Working Days of receipt.
q. Following submission of the mandate batch to Bacs, details of any DDIs which have failed on transmission to Bacs, or subsequently on processing, will be displayed immediately in the relevant batch on the Mandate Batches screen on the DDB System Details of reasons for failure will also be displayed.
r. RSM will have no responsibility or liability, for any errors in the data provided by the Buyer to RSM.
s. RSM will ensure that the content of all ADDACS reports will be actioned on its database and be visible to the Buyer on the DDB system within 24 hours of receipt.
t. If requested RSM will provide e-mail notifications of any ADDACS, ARRUDS or AUDDIS reports received, pertaining to each donor reference
u. RSM will provide the Buyer with the means to cancel or amend any of their own Customer DD Instructions following instruction from their Customer. RSM will ensure where notification to Bacs is required, that this will be sent within 2 Working Days of receipt of instructions from the Buyer.
v. In circumstances where the Service is affected by any circumstance out of its control, RSM will provide the Buyer with as full a Service as possible.
w. RSM will notify the Buyer should it become necessary to provide new/temporary contact details if RSM is operating in a Business Continuity state. RSM has a full Business Continuity plan which is regularly reviewed
x. Provide the Buyers with such methods to enable the Buyer to upload and/or transfer files or other such data as specified in the Operating Instructions.

(b) Responsibilities of the Buyer

a. The Buyer is required to submit any new customer Direct Debit Instructions (DDI) to RSM within 7 Working Days of obtaining them. This is to allow the DDIs to be lodged with Bacs within the 10 Working Days required by Bacs under AUDDIS rules. The new mandate file must be received by RSM by 3.00 pm on a Working Day.
b. The Buyer must submit to RSM by 3 p.m. on the day of receipt, any details of changes to Customer bank details or cancellations of DDIs
c. The Buyer is required to store securely all paper mandates. The Buyer must allow 5 clear Working Days from the lodgement of the DDI at Bacs, before any monies are collected from that account. Any inclusion in a collection file earlier than this will

result in an unpaid DD. Any start date of a new DDI must be more than 7 Working Days in advance of the date the DDI is sent to RSM

d. The Buyer must ensure that an approved letter of advanced notification, (the format of which has been approved by the Buyer's Sponsoring bank) quoting the frequency, date of first collection and amount of payments and the SUN and DD Reference of the customer is sent to each customer within 3 Working Days of its capture, where the DDI has been captured as a Paperless DDI, or a minimum of 10 Working days in advance of the first collection

e. The Buyer should access the DDB system regularly to obtain details of DDIs that have failed on processing or which have subsequently been cancelled or amended following instruction by Bacs.

Glossary of Terms	In sequence of events
ADDAS Report	Report sent by Bacs to Service Users advising of any alterations and cancellations to Direct Debit Instructions
ARUDD Report	Report sent to Service User detailing any Direct Debit payment instruction that could not be applied and the reason for the returned instructions and payment.
Input Day Processing Day	First Day of the Bacs three day cycle by which required data must be submitted to Bacs.
Processing Day	The Second Day of the cycle by which all submitted data is processed through Bacs and pass to the Paying Banks.
Collection Day	The Third Day of the cycle when the Payee's account is debited and the funds credited to the Service User's account.
DDI	Direct Debit Instruction
Input Report	Report received from Bacs detailing the number of items to be processed, the total value of the collection and the date the file is to be processed (Processing Day)
Paperless DDI	Any Direct Debit Instruction details collected via the telephone or the Internet, as agreed previously with RSM

Supplier Service Levels

RSM will normally schedule planned maintenance that will involve any system downtime to take place outside normal working hours, and where practical, between the hours of 2 a.m. and 5 a.m.

Where such downtime is expected to exceed 15 minutes, RSM will give the Buyer at least 72 hours' notice of such planned maintenance and expected duration and will use its reasonable endeavours to agree to reschedule the planned maintenance should the Buyer advise RSM within 6 working hours of such notification that the Buyer is planning to run a online DDI sign-up campaign during the same period

Systems are monitored 24 hours and 7 days a week and staff are on call to respond to any system issues affecting the service. If the Buyer is aware of an issue affecting their service they can contact Support by telephoning 01525 862555 option 3 or emailing electronicpayments@rsm2000.co.uk between 9am and 5:30 pm Monday to Friday, excluding Bank Holidays to report the issue and to classify its priority according to the table below. RSM's Service Level response times are detailed accordingly.

Severity	**Priority 1 (P1)**
Definition	**Emergency:** Failure of the RSM PDD or DDB System with an immediate major impact or complete loss of the ability to capture DDIs
Response Target	Response within 15 minutes during a Working Day and within 1 hour outside of a Working Day of ticket being raised and verified by the Buyer and the RSM support desk as an emergency.
Resolution	RSM shall use its reasonable endeavours to provide a resolution or a workaround reasonably acceptable to the Buyer within 4 hours during a Working Day in respect of 90% of loss of Service incidents and within 8 hours in a Working Day in respect of any other loss of Service.
Target	Above 90%
Severity	**Priority 2 (P2)**
Definition	**Severe Problem**: Incident caused by malfunction of a critical area of the PDD or DDB System but which does not stop the capture of DDIs Areas affected may be the reporting functionality within the PDD System or the ability to download DDI details
Response Target	Response within 15 minutes during a Working Day and within 1 hour outside of a Working Day of ticket being raised and verified by the Buyer and the RSM support desk.
Resolution	RSM shall use its reasonable endeavours to provide a resolution or a workaround reasonably acceptable to the Buyer within 4 hours during a Working Day in respect of 90% of loss of Service incidents and within 24 hours on Working Days in respect of any other loss of Service.
Target	Above 90%
Severity	**Priority 3 (P3)**

Definition	**Medium Problem:** Failure of a functional area of PDD or DDB System giving rise to a short term work around managed by the Buyer.
Response Target	Acknowledge and review 90% of incidents within 2 hours during a Working Day
Resolution	RSM shall use its reasonable endeavours to resolve, provide or assist in establishing a workaround or a workaround plan for 80% of P3 tickets raised by the Buyer within 5 Working Days. Permanent solution to be included in a future release of software used in the PDD System, or when otherwise agreed with the Buyer.
Target	Above 90%
Severity	**Priority 4 (P4)**
Definition	**Minor Problem:** Service request, question or aesthetic issue with no impact to Service delivery or non-Service affecting
Response Target	Acknowledge and review 90% incidents within 2 hours during a Working Day.
Resolution	RSM shall use its reasonable endeavours resolve, provide or assist in establishing a workaround or a workaround plan for 80% of P4 tickets raised by the Buyer within 20 Working Days. A permanent solution for the remaining 20% of the P4 Service failures to be provided in the next release of software used in the PDD System.
Target	Above 90%

Migration to new platform

The parties agreed that prior to the transfer of data to the new RSM platform ("the Migration") the parties will work together to agree a Migration Plan.

1. Migration Plan

The Migration Plan will be agreed between the Buyer and RSM project teams and the key activities may include:

- Quantifying the data to be transferred.
- Confirmation of the records to be transferred.
- Preparation of Test Plan
- User Acceptance Testing
- Test Migration
- Confirmation of Migration

- Load Migration files
- Live Migration
- Verification of data transfer
- Post Migration Testing
- Live implementation
- Contingency and “roll back” procedures.

2. Migration Dependencies

Agreement in writing by the Buyer and RSM of the Transfer Date.

3. Milestones

The following Milestones for Migration and data transfer to include;

- Confirmation by the parties of the data and the content of the data including but not limited to data fields.
- Confirmation of the successful user acceptance testing
- Agreement of the parties of the transfer date.
- Confirmation the parties are ready to activate the Migration of the data transfer.
- Confirmation of data is ready for use in new production environment.

Schedule 2 – Pricing

As stated in the Agreement

Schedule 3

Supplier Data Processing Agreement/Data Processing Terms

1. RSM shall comply with its obligations under the Data Protection Legislation (where applicable), in relation to all personal data and Input Material including that is processed by it or on behalf of the Buyer or otherwise in connection with this agreement. The parties acknowledge that RSM is not the owner of the personal data and is not the data controller for the Data Protection Legislation. Under the Data Protection Legislation, the Buyer is the data controller and RSM is a data processor and will process data in accordance with DP and GDPR legislation, and the individual Customers of the Buyer are the data subjects.
2. The Buyer shall comply with its obligations under the Data Protection Legislation in relation to all personal data and Input Material and warrants and represents that:
    a. it has the right to process any Input Material including the personal data relating to its Customers, including, where required by Data Protection Legislation, having ensured all data subjects relating to the personal data have given their valid consent to the transfer of their personal data by the Buyer to RSM and to the processing of their personal data by RSM within the European Economic Area;
    b. to the best of Buyer's knowledge that all Input Material and personal data which it transfers to RSM is necessary, accurate and up-to-date; and as far as it is aware contains nothing that is defamatory or indecent; and
    c. it is registered where required by Data Protection Legislation with all relevant data protection authorities.

3. RSM shall:
    a. only process the Input Material and the personal data in accordance with instructions from the Buyer (which may be specific instructions or instructions of a general nature as set out in this agreement or as otherwise notified by the Buyer to RSM) from time to time during the Term;
    b. only process the Input Material and the personal data to the extent, and in such manner, as is necessary for the provision of the Service or as is required by law or any government authority;
    c. not otherwise modify, amend or alter the contents of the Input Material and the personal data or disclose or permit the disclosure of any of the Input Material and the personal data to any third party unless specifically authorised to do so in writing by the Buyer or to the extent as is necessary for performance of the Service;
    d. implement appropriate technical and organisational measures to protect the Input Material and the personal data against unauthorised or unlawful access or processing and against loss, destruction, damage, alteration or disclosure.
    e. to the extent that it is relevant, provide the Buyer with reasonable cooperation and assistance as requested by the Buyer to enable it to comply with any exercise of rights of a data subject under the Data Protection Legislation in respect of personal data processed by RSM under this agreement, to comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation at the Buyer's expense and time spent by RSM in dealing with such request shall be charged to the Buyer at the Hourly Rate;

f. not process the Input Material and the personal data in any country outside the European Economic Area.

4. Both parties shall comply with the requirements of the Data Processing Agreement.
5. In the event of any inconsistencies between the Money Laundering Regulations, these terms and the Data Processing Agreement, the terms shall be deemed to apply in the following order

a) The Money Laundering Regulations

b) The Data Processing Agreement

c) These terms

CONTROLLER TO PROCESSOR PROVISIONS (Accredited Services)

For the purpose of this Schedule PayPoint Digital is RSM 2000 Limited and the Processor.

A. Overview

11.8 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(s), the provisions of this Addendum shall apply.

11.9 Notwithstanding any provision in the Agreement to the contrary, the Parties hereby agree that the Agreement will include these supplementary provisions and should there be any conflict between this Schedule and any other terms, the provisions of this Schedule shall prevail.

1. Definitions

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

Accredited Payment Processor	The payment gateway used to submit transactions to the card schemes and/or Bacs.
Accredited Services	Services in relation to processing of card payments, open banking, credit transfer and/or direct debits.
Agreement(s)	The agreement or agreements between PayPoint and the Buyer for payment services and/or technology services.
Bacs Bureau	An organisation accredited to provided direct debit processing services in the UK.
Bacs Scheme Rules	The standards and processing procedures to be applied for the collection of direct debits.
Buyer	The organisation using PayPoint Digital 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.
Customer Data	Means data identifying the customer of the Buyer other than to the extent such data is a component of Transaction Data and/or Payment Data.
Data Protection Legislation	Data Protection Legislation means: i. General Data Protection Regulation ((EU) 2016/679) as applied in the United Kingdom **("GDPR");** and ii. any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and iii. the Data Protection Act 2018; and iv. any successor, amendment and/or replacement thereto. v. In each case interpreted in accordance with the DP Guidance.
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 Payment Services Limited RSM 2000 Limited

	To the extent any of the above are referred to in the Agreement(s) with the Buyer.
Pay.UK	The organisation and any successor thereto supporting and or managing the direct debit scheme in the UK.
Personal Data	shall have the meaning given in the Data Protection Legislation.
Personal Data Breach	shall have the meaning given in the GDPR.
Payment Data	Means the data used to initiate and/or process a card payment or direct debit payment.
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.
Security Breach	means any unauthorised disclosure, deletion, corruption, access or contravention of the technical and operational security requirements.
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 and Payment Data.
Special Categories	shall have the meaning as assigned to it in the Data Protection Legislation

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.
Transfer Date	Means the date the parties agree the Personal Data is to be transferred to the Data Controller (or as the Data Controller directs) upon termination of the Agreement.

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:

1.3.1. Direct Debit Services – Bureau Services – Controller (Buyer) to Processor (PayPoint).

1.3.2. 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.

2. Processing Activities

2.1. PayPoint Digital will perform Processing activities in relation to Payment Data as part of the payment processing, the subject-matter, duration, nature, type of Personal Data, categories of Data Subjects and purpose of which are described more fully below in Annex 1 (the "Processing Activities").

2.2. In relation to such Processing Activities, the Buyer is the Controller is for direct debits and PayPoint Digital is the Bacs Bureau (as Processor).

2.3. The Personal Data (or any part of such Personal Data) which may be included in Payment Data which is:

2.3.1. transmitted by or on behalf of Buyer to, or is otherwise Processed by, under this Agreement (and whether relating the Buyer, a Buyer's Customer(s) or a third party); or

2.3.2. generated under this Agreement in relation to direct debits.

3. **Processor obligations**

3.1. Where PayPoint Digital acts as a Processor in respect of Personal Data (other than Shared Data) and the Buyer is the Controller, the Processor shall:

3.1.1. Process the Personal Data in accordance with the Agreement and any documented instructions given by the Controller from time to time. Any change in the instruction such as to vary the form of processing will be regarded as and subject to change control. Providing always that the Controller may not instruction the Processor to process the Transaction Data or Payment Data other than in accordance with such standards are required by Pay.UK and/or the Bacs Scheme Rules.

3.1.2. apply appropriate technical and organisational measures which are sufficient to comply with Article 32 of the GDPR (as appropriate) or any provisions to be applied to the transfer of Personal Data outside the United Kingdom applicable at the time of the transfer under the Data Protection Legislation.

3.1.3. ensure that its staff and any persons authorised to process the personal data have committed themselves to confidentiality through a written agreement with the PayPoint Digital and/or its Sub-Processor.

3.1.4. in relation to any persons authorised to Process (or who may otherwise have access to) Payment Data ensure that such persons adhere to the terms of this Agreement.

3.1.5. assist the Controller in ensuring compliance with Articles 32 to 36 of the GDPR (inclusive)) taking into account the nature of Processing and the information available to the Processor. The Processor may make a reasonable charge for this assistance.

3.1.6. upon the request of the Buyer, provide assistance to the Buyer relating to the Buyer's security; impact assessment; data breach reporting requirements and data protection or data privacy authority consultation obligations under the Data Protection Legislation. To the extent such assistance is not an obligation imposed upon the Processor under the Data Protection Legislation, the Processor may charge the Buyer its reasonable costs (or the rates otherwise agreed between the parties) for its time spent and expenses incurred in providing the Buyer with co-operation and assistance as required by this clause 6 (Processor Obligations) any such assistance being subject to agreement in writing.

3.1.7. taking into account the nature of the Processing Activities, assist the Buyer by undertaking the appropriate technical and organisational measures, insofar as this is possible, to respond to requests for exercising a Data Subject's rights in accordance with the Data Protection Legislation.

4. Data Transfer

4.1. The Processor may not transfer Payment Data to a third country that is outside the EEA without the appropriate or suitable safeguards to provide an adequate level of protection such as are required under the Data Protection Legislation in order to ensure that the level of protection of natural persons guaranteed by the Data Protection Legislation is not undermined.

4.2. To the extent the transfer of Personal Data is required to enable the processing of the Payment Data in accordance with Scheme Rules, the Controller hereby gives consent to the processing subject to the Processor ensuring the appropriate controls, consents and protections are in place consistent with the requirements of the Data Protection Legislation.

4.3. The Processor will publish details of the transfers to any Sub-processors as specified in Clause 8 (Sub-processors).

5. Compliance

5.1. Each party shall at all times comply with the provisions of the Data Protection Legislation in connection with this Agreement and its performance of the Services (including the Processing Activities).

5.2. The Buyer warrants, represents and undertakes to PayPoint Digital that.

5.2.1. The Buyer has lawful grounds for processing the Payment Data.
5.2.2. Any instruction given by the Buyer, policy or procedure shall be lawful.

5.3. PayPoint Digital represents warrants and undertakes that.

5.3.1. The Payment Data will be processed in accordance with the Data Protection Legislation.
5.3.2. It and/or its Sub-contractors have and will for the duration of the Agreement maintain the appropriate authorisations, accreditations and/or permissions to process the Payment Data.

5.4. Each party shall promptly and without undue delay inform the other in writing:

5.4.1. if, in its opinion, an instruction or request by or on behalf of the Buyer, infringes the Data Protection Legislation.
5.4.2. in the event that it becomes aware of any breach of the Data Protection Legislation (including its Sub-Processors) in connection with this Agreement; and
5.4.3. of any provisions in any local law or of any changes in the laws of the country in which Payment Data is processed which does or could affect the Processor's ability to perform its obligations under this Schedule (Data Protection).

5.5. The parties confirm that the information relating to the subject matter and duration of the processing; the nature and purpose of the processing; the type of personal data; the categories of the data subjects; and the obligations and rights of the data controller have been set out in this Agreement and in Annex 1.

5.6. A party shall notify the other party promptly and in any event within thirty-six (36) hours:

5.6.1. if it is required by Data Protection Legislation to act other than in accordance with any of the other party's instructions, provided that the Processor party is not prohibited by law from so notifying the other party; and/or
5.6.2. if it considers, in its opinion (acting reasonably), that any of the other party's instructions infringe any of the Data Protection Legislation; and/or
5.6.3. notify the other party promptly (and in any event within thirty-six (36) hours) following its receipt of any request, notice or complaint from a Data Subject exercising their rights under the Data Protection Legislation (a "Data Subject Request") or any correspondence (whether written or verbal) from the ICO, and

will provide the other party with all reasonable co-operation and assistance required by the other party in relation to any such Data Subject Request or ICO Correspondence.

6. Security

6.1. The Processor shall as appropriate.

6.1.1. taking into account the nature of the processing, state of art, the costs of implementation and the scope, context and purpose of the processing implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
6.1.2. apply the pseudonymisation and encryption of personal data.
6.1.3. have the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
6.1.4. have the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
6.1.5. process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
6.1.6. take steps to ensure that any natural person acting under the supervision of the Processor who has access to personal data does not process the Personal Data except on instructions from the Controller, unless they are required to do so by law.
6.1.7. The Controller may not instruction the Processor to apply security standards and/or similar other than such standards are required by Pay.UK and the Bacs Scheme Rules.

7. Data Breach Notification

7.1. PayPoint Digital shall without undue delay notify the Buyer immediately (and in any event no later than 36 hours) after having Personal Data Breach. Such notification shall:

7.1.1. describe the nature of the Personal Data Breach, including where possible the categories and approximate number of Data Subjects concerned and the categories and approximate number of the Payment Data records concerned; and
7.1.2. describe the measures taken or proposed to be taken by the Processor and/or its Sub-Processor to address the Personal Data Breach, including where appropriate measures to mitigate its possible adverse effects.
7.1.3. describe the implementation of any measures necessary to restore the security of compromised Personal Data, and
7.1.4. support the Buyer to make any notifications to the UK Information Commissioner's Office ("ICO") or affected Data Subjects

8. Use of Sub-processors

8.1. The Processor may only engage Sub-processors in accordance with the requirements set forth in this clause 8 (Use of Sub-processors).

8.2. The Controller acknowledges and agrees that the Processor's group companies may be retained as Sub-processors.

8.3. To the extent the Processor uses Sub-processors to Process the Controller's Personal Data, the Processor shall make available to the Controller a current list of Sub-processors for the respective Services with the identities of those Sub-processors (the **Sub-processor List**).

8.4. The Processor shall provide the Controller access updates on the Processor's website as the same is notified to the Controller from time to time ("the Designated Web Page) to enable the Controller to have access to the relevant Sub-processor List and shall provide such updates via the Designated Web Page before authorising any new Sub-processor(s) to Process Personal Data in connection with the provision of or use of the Services.

8.5. The Controller shall have the right to object the use of any particular Sub-processor by Processor. Such objection to be provided no later than seven (7) days after the publication of the Sub-processor's details on the Processor's Designated Web Page.

8.6. The Processor shall be liable for the acts and omissions of its Sub-processors to the same extent the Processor would be liable if performing the services of each Sub-processor directly under the terms of this Schedule, except as otherwise set forth in this Agreement.

8.7. To the extent the Controller uses a Service for which the use of a Sub-processor is included in a general authorisation, the terms of the general authorisation are set out on the Designated Web Page.

8.8. The Processor shall ensure that the Sub-processor contract (as it relates to the Processing of Personal Data) is on terms which are substantially the same as, and in any case no less onerous than, the terms set out in this Addendum.

9. Audits

9.1. The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller and shall immediately inform the Controller if, in its opinion, an instruction infringes the Data Protection Legislation.

9.2. The Processor make available to the Buyer such information as the Buyer reasonably requests and the Processor is reasonably able to provide, and, permit and contribute to such audits, including inspections, conducted by the Buyer (or the Buyer's appointed auditors), as is necessary to demonstrate the Processor's compliance with the Data Protection Legislation subject to the applicable legal, regulatory and payment system accreditations. The Buyer will give reasonable notice of any audit and unless there are reasonable grounds to suspect a breach will limit audits to one annually.

9.3. Any audit is subject to the Processor's, legal, regulatory and/or payment industry accreditations including but not limited to PCI accreditation, its data processing facilities, procedures and documentation to be submitted for scrutiny, inspection or audit by the other party and/or provide the other party with written evidence of its compliance with the requirements of this clause 9 (Audits).

9.4. To the extent an audit is not permitted and/or restricted the Processor shall at all times be compliant with its obligations under this Agreement and shall demonstrate its compliance with the provision of the appropriate industry accreditation certification.

10. Retention and Transfer

10.1. If so requested by the Controller, the Processor will, during the term of this Agreement subject to legal and regulatory requirements and obligations, delete and/or transfer the Personal Data to the Controller.

10.2. The method and security of any such transfer to be agreed by the parties at the time and subject to the appropriate measures to ensure the security and integrity of the Personal Data, having account of cost and adequacy of any such measure as of the date of the transfer.

10.3. Any deletion of Personal Data undertaken by the Processor under this clause 9.4 (Retention and Transfer) shall be undertaken securely and in accordance with the relevant Data Protection Legislation.

10.4. Within thirty (30) days of Termination or Expiry of the Agreement, in a format acceptable to each party, to the extent permitted by law, payment card rules, payment service requirement and obligations, permanently delete, destroy or return all of the Payment Data the Buyer following termination or expiry of this Agreement and delete existing copies of such Payment Data unless (and only to the extent) the Processor is required to retain copies in order to comply with applicable law.

10.5. If following termination of the Agreement, the parties fail to agree a transfer date, format and process, the Processor may subject to legal and/or regulatory requirements, upon the provision of not less than thirty (30) days notice in writing delete the Payment Data.

10.6. The Processor may charge for any associated costs in relation to any cleansing, deletion or transfer of the Payment Data such costs and method of transfer to be agreed in writing by the parties at the time.

11. Processing Description

11.1. The legal basis for processing shall be:

11.1.1. Where necessary to carry out the Processor's obligations under this Agreement or to take steps to enter into an agreement with the Buyer; and/or

11.1.2. Where the law requires this processing; and/or

11.1.3. It is in the Processor's legitimate interests to make sure that the payment processing complies with the appropriate industry standards.

Description	Details
Subject matter of the processing	Provision of the following to the extent specified in the product description for the Services under the Agreement(s): • Direct Debit Services
Duration of the processing	Term of the Agreement.
Nature and purpose of processing	• Storage • Processing • Customer information collection via mobile applications or website • User log on, email and IP location in relation to voucher generation or accessing reports via a portal.
Types of Personal Data	Personal Data. There are no Special Categories of Personal Data required for the processing.
Categories of Data Subject	• Customers of the Buyer • Employee and Contractors (Buyer and PayPoint)
Plans for return or destruction of Personal Data	Please see clause 9.4 (Retention and Transfer) above.
Permitted Transfers	To the extent required to perform the Services as specified in the Agreement(s) including but not limited to: • Financial Conduct Authority. • HMRC and other Tax Authorities. • Police and Investigatory Bodies. • Payment systems, payment schemes, e-money schemes, card scheme (including but not limited to MasterCard Inc, Visa International Limited and American Express) • Retailers. • Regulatory bodies and authorities including government and quasi government organisations. • Third party service providers providing banking services. • Payment service providers and/or organisation acting as technical service provider under the Payment Service Regulations 2017. • Regulated telecommunication service providers. • Payment systems including but not limited to BACS, CHAPS and/or Faster Payments. • Information Commissioner's Office. • Auditors • Sub-processor as per clause 8 (Sub-processors) above.

Non EEA Transfers (PayPoint)	To the extent required to provide Services under the Agreement(s) and subject to applicable laws. • USA and other locations – Microsoft Inc. • USA and other locations – Salesforce Inc. • USA and other locations – Congo – e-form generation and signature. • International payments organisations including SWIFT, MasterCard Inc and Visa International Limited. • USA and other locations – "Service Now" Buyer incident notification process. Details of PayPoint Digital non EEA processing is available by e-mailing privacy@paypoint.com .
Special Security Requirements	To the extent the Processing of Personal Data relates to the provision of payment card processing, compliance with Payment Card Industry and/or such standard as applicable at the time shall apply. The Buyer confirms they are a merchant with an acquirer in relation to any such Processing.
Personal Data Fields	May include any of the following: • Name: • E-mail Address; • Phone or contact details: • Customer Account Numbers: • Bank account or payment account details: • Customer Bank Account; • Customer Name: • Customer Bank Sort Code Please note, not all the above will include Personal Data or Customer Data being data that can identify a living individual when in the possession of the Processor. Personal Data will only be provided to the extent required to provide or receive Services under the Agreement.

12. Data Protection Officer

12.1. The contact details for the PayPoint Data Protection Officer are:

Data Protection Officer
PayPoint Group
1 The Boulevard,
Shire Park,
Welwyn Garden City,

Hertfordshire,
AL7 1EL

E-mail: privacy@paypoint.com

12.2. The details of the Buyer Data Protection Officer (if any) will be notified by the Buyer to PayPoint Digital no later than 28 days after the date of this Agreement, by e-mailing privacy@paypoint.com .

Annex 1

Processing Activity

Subject matter of the processing	Transactional payment processing and ancillary services.
Duration of the processing	Transaction processing is transient at the point of time of the transaction but our policy is to retain the transaction data to support international payment card
Nature and purpose of the processing	The nature and purpose of the processing is to enable data subjects to make payments for good and services by facilitating the payment processes between the data subject, the relevant merchant or organisation providing the goods or services and the associated components of the wider financial system including acquirers, payment systems, banks and schemes.
Type of personal data	Personal data to support the payment for goods and services, including name, account details, and payment details associated with the transaction as defined by the Buyer organisation, acquirer, payment systems, bank or scheme.
Categories of data subjects	Individuals who wish to make payments for goods and services.
Obligations and rights of the Buyer	As defined in the terms in this Agreement.

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Schedule 4 - Direct Credit Service

This Schedule 4 (Direct Credit Service) is ancillary to the Direct Debit Bureau terms. Save to the extent they are expressly varied herein, Direct Debit Bureau terms shall apply.

1. Scope

1.1. The Direct Credit Service is provided to the Buyer by PayPoint Digital in its capacity as a Bacs accredited bureau.

1.2. Additional Definitions for the purpose of this Schedule are as set out in Annex 1 paragraph 5 below.

2. Payment Process

2.1. The Direct Credit operates on a three-day cycle:

Day 1 (payment file submitted to Bacs) by PayPoint Digital.
Input day is the latest day a business user/bureau may submit a Payment File to Bacs for a processing cycle. Payment Files must be transmitted to Bacs between 07.00 and 22.30.

Day 2 (file processed by banks)
Payment Files are delivered to the recipient payment service provider which then process each payment.

Day 3 (funds debited [Buyer] and credited [Customer]).
Payments are simultaneously credited to the recipients' accounts and debited from your account.
As the payer, the Buyer remains in control of the process and decides when each payment will be made.
Direct Credits can be submitted to Bacs Direct Credit as payment instructions up to 30 days in advance of the payment date.

Payments may be recalled after the payment information has been submitted, provided the Buyer's bank is notified prior to the specific cut off time.

3. Data

3.1. To make a Direct Credit, the Buyer will provide the following data:

3.1.1. Name of Account Holder.
3.1.2. Account Number
3.1.3. Sort Code
3.1.4. Amount of payment.

3.2. Data can be submitted via API or such method of delivery by the Buyer to PayPoint Digital is as specified in the Order Form.

3.3. The basis of the processing of the personal data will be Controller (Buyer) to Processor (PayPoint Digital) and the processing terms as specified in Schedule 4 (Data Protection) shall apply.

3.4. The Buyer instructs PayPoint Digital to process the Data in accordance with Bacs Rules.

3.5. The security standards applied to the service are as specified in the Bacs Rules.

4. Access

4.1. The Buyer's access to the Bacs Direct Credit system is via PayPoint Digital and direct access is not provided.

4.2. PayPoint Digital does not settle transactions or have access to the Buyer's bank account other than with regard to the submission of the Direct Credit Payment File.

5. Screening Services

5.1. The Buyer will conduct their own screening prior to submission of the data.

6. Reporting

6.1. Reporting will be via the PayPoint Digital event streamer and / or an EOD File for Direct Credits and also reporting via the Buyer Portal.

6.2. The Buyer may also download the ARUCS and AWACS reports from the Buyer Portal.

7. Charges

7.1. The Charges and payment terms for the Direct Credit Service are as specified in the Agreement.

8. Service Levels

8.1. The Service Levels are as specified below in Annex 1 and added to Schedule 1 (Services and Service Levels)

Annex 1 – Service Overview and Service Levels for Direct Credit Service

1. **Payment from Buyer Payment File uploaded by the Buyer.**
   Event 1: Payment File submitted or uploaded by the Buyer.
   Day1: Payment File submitted to Bacs.
   Day 2: Payment processing by Bacs
   Day 3: Funds appear in recipient's account

2. **PayPoint Digital shall.**

   a. To provide PayPoint Digital's secure web-based system for the receipt of data from the Buyer, and provide a unique username and password for the secure use of such system by the Buyer
   b. To generate Payment Files for the Buyer based on the initial information provided to PayPoint Digital by the Buyer or the Buyer's supplier, regarding the amount, and payment date for each individual Direct Credit request
   c. Details of the new credit made will be shown immediately on the DDB System. This will show details of the Direct Credit
   d. To undertake the secure transmission of the Buyer's Payment File to Bacs by 5:00pm on the Input Day. PayPoint Digital will have no liability or responsibility for any errors in the initial data provided by the Buyer or the Buyer's supplier used to produce the Payment Files.
   e. To reconcile and validate the Input Report against the details held on the DDB database. The following items will be checked:
      - User Number
      - Username
      - Input Date
      - Processing Date
      - Number of Direct Credits
      - Value of Direct Credits
      - Rejected or Adjusted records
   f. PayPoint Digital is responsible for recording any rejected or adjusted records identified in the Bacs Input Report and will notify the Buyer accordingly via the DDB System.
   g. PayPoint Digital will immediately advise the Buyer to notify their Sponsoring Bank of any errors identified on the Bacs Input Report
   h. PayPoint Digital will notify the Buyer via the DDB System, within 24 hours of receipt of an ARUCS report from Bacs, of any amounts notified as unpaid, with the reason as detailed by Bacs
   i. Following a period of 3 Working Days from the payment date, PayPoint Digital will prepare a reconciliation statement for the payments, detailing the total value of the Payment File paid, minus any rejected items

j. In circumstances where the Service is affected by any circumstance out of its control, PayPoint Digital will provide the Buyer with as full a Service as possible.
k. PayPoint Digital will notify the Buyer should it become necessary to provide new/temporary contact details if PayPoint Digital. is operating in a Business Continuity state. PayPoint Digital has a full Business Continuity plan which is regularly reviewed

3. Responsibilities of the Buyer

3.1. The Buyer undertakes under these terms the following responsibilities:

a. To request of its bank that PayPoint Digital be allowed access to the Buyer's Bacs reports
b. To ensure that any data provided by the Buyer or Buyer's supplier to PayPoint Digital, which will be used for the production of the Payment Files is received in a timely manner and has been verified by the Buyer.
c. The Buyer should check that the number of transactions, and total value of transactions is as expected, that the total value of transactions does not exceed the limit agreed with PayPoint Digital and the Sponsoring Bank, and that no single Direct Credit is exceptional.
d. Following these checks, if errors are discovered, the Buyer should instruct by e-mail, PayPoint Digital not to submit the Payment File to Bacs. Such instruction must be given no later than 3:00pm on the Input Day.
e. To be solely responsible for notifying PayPoint Digital that it wishes to recall or extract the whole Payment File. This notification must be received no later than 3.00 pm on the Input Day. If the Buyer wishes to arrange the cancellation of individual debits, the Buyer must inform PayPoint Digital of these, by 11am on the Input Day.
f. To view regularly the reports on the payment batch submitted on the DDB system to receive details of unpaid amounts and the reasons given
g. Provide PayPoint Digital with such access to the Buyer's system as reasonable required to provide the Service.

4. AUDDIS Service

4.1. PayPoint Digital will transmit by AUDDIS to Bacs all new Direct Credit requests as and when supplied by the Buyer.

4.2. PayPoint Digital undertakes under these terms the following responsibilities.

a. To provide PayPoint Digital's secure web based DDB system for the receipt of data from the Buyer, and provide a unique username(s) and password(s) for the secure use of such system by the Buyer
b. Data will be submitted by PayPoint Digital to Bacs securely, within 2 Working Days of receipt.

c. Following submission details of any Direct Credit which have failed on transmission to Bacs, or subsequently on processing, will be displayed immediately in the Buyer portal screen on the DDB System Details of reasons for failure will also be displayed.
d. PayPoint Digital will have no responsibility or liability, for any errors in the data provided by the Buyer to PayPoint Digital.
e. PayPoint Digital will ensure that the content of all reports will be actioned on its database and be visible to the Buyer on the DDB system within 24 hours of receipt.
f. If requested PayPoint Digital will provide e-mail notifications of any ARUCS reports received.
g. PayPoint Digital will provide the Buyer with the means to cancel or amend any of their own Direct Credit Instructions.
h. PayPoint Digital will ensure where notification to Bacs is required, that this will be sent within 2 Working Days of receipt of instructions from the Buyer.
i. In circumstances where the Service is affected by any circumstance out of its control, PayPoint Digital will provide the Buyer with as full a Service as possible.
j. PayPoint Digital will notify the Buyer should it become necessary to provide new/temporary contact details if PayPoint Digital is operating in a Business Continuity state. PayPoint Digital has a full Business Continuity plan which is regularly reviewed

4.3. Responsibilities of the Buyer

The Buyer shall ensure that any new Payment File must be received by PayPoint Digital by 3.00 pm on a Working Day, at least three working days before payment date.

5. Additional Definitions for Service and Service Levels

Glossary of Terms	**In sequence of events**
ARUCS	Automated Return of Unapplied Credit Service
AWACS	Advice of Wrong Account for Credits
DCI	Direct Credit Instruction
DDB System	The system used to support Direct Debits and/or Direct Credit transactions.
Direct Credit	A credit transfer under Bacs (Bankers' Automated Clearing Services) to allow a Buyer to deposit funds directly into a Customer’s bank account. The service is available via the Buyer Portal or directly via the API.

Input Day Processing Day	First Day of the Bacs three day cycle by which required data must be submitted to Bacs.
Input Report	Report received from Bacs detailing the number of items to be processed, the total value of the payment and the date the Payment File is to be processed (Processing Day)
Payment Day	The Third Day of the cycle when the Payee's account is credited and the funds debited from the Service User's account.
Payment File	The file used to submit data to Bacs.
Processing Day	The Second Day of the cycle by which all submitted data is processed through Bacs and pass to the Paying Banks.

Supplier Service Levels

6. Service Levels

6.1. PayPoint Digital will normally schedule planned maintenance that will involve any system downtime to take place outside normal working hours, and where practical, between the hours of 2 a.m. and 5 a.m.

6.2. Where such downtime is expected to exceed 15 minutes, PayPoint Digital will give the Buyer at least 72 hours' notice of such planned maintenance and expected duration and will use its reasonable endeavours to agree to reschedule the planned maintenance should the Buyer advise PayPoint Digital within 6 working hours of such notification that the Buyer is planning to run a significant payment run during that period.

6.3. Systems are monitored 24 hours and 7 days a week and staff are on call to respond to any system issues affecting the service. If the Buyer is aware of an issue affecting their service, they can contact Support by telephoning 01707 600338 or emailing Buyerservices@paypoint.com between 9am and 5:15 pm Monday to Friday, excluding Bank Holidays to report the issue and to classify its priority according to the table below. PayPoint Digital's Service Level response times are detailed accordingly.

Severity	Priority 1 (P1)
Definition	**Emergency:** Failure of the PayPoint Digital PDD or DDB System with an immediate major impact or complete loss of the ability to capture DDIs
Response Target	Response within 15 minutes during a Working Day and within 1 hour outside of a Working Day of ticket being raised and verified by the Buyer and the PayPoint Digital support desk as an emergency.
Resolution	PayPoint Digital shall use its reasonable endeavours to provide a resolution or a workaround reasonably acceptable to the Buyer within 4 hours during a Working Day in respect of 90% of a loss of Service incidents and within 8 hours in a Working Day in respect of any other loss of Service.
Target	Above 90%
Severity	**Priority 2 (P2)**
Definition	**Severe Problem**: Incident caused by malfunction of a critical area of the PDD or DDB System but which does not stop the capture of DCIs Areas affected may be the reporting functionality within the PDD System or the ability to download DCI details
Response Target	Response within 15 minutes during a Working Day and within 1 hour outside of a Working Day of ticket being raised and verified by the Buyer and the PayPoint Digital support desk.
Resolution	PayPoint Digital shall use its reasonable endeavours to provide a resolution or a workaround reasonably acceptable to the Buyer within 4 hours during a Working Day in respect of 90% of loss of Service incidents and within 24 hours on Working Days in respect of any other loss of Service.
Target	Above 90%
Severity	**Priority 3 (P3)**
Definition	**Medium Problem:** Failure of a functional area of PDD or DDB System giving rise to a short term work around managed by the Buyer.
Response Target	Acknowledge and review 90% of incidents within 2 hours during a Working Day
Resolution	PayPoint Digital shall use its reasonable endeavours to resolve, provide or assist in establishing a workaround or a workaround plan for 80% of P3 tickets raised by the Buyer within 5 Working Days. Permanent solution to be included in a future release of software used in the PDD System, or when otherwise agreed with the Buyer.
Target	Above 90%
Severity	**Priority 4 (P4)**
Definition	**Minor Problem:** Service request, question or aesthetic issue with no impact to Service delivery or non-Service affecting

Response Target	Acknowledge and review 90% incidents within 2 hours during a Working Day.
Resolution	PayPoint Digital shall use its reasonable endeavours resolve, provide or assist in establishing a workaround or a workaround plan for 80% of P4 tickets raised by the Buyer within 20 Working Days. A permanent solution for the remaining 20% of the P4 Service failures to be provided in the next release of software used in the PDD System.
Target	Above 90%