Service Details

Service Descriptions – Cash Out and other Regulated Services

Version 4.0

Service Details

Contents

Service Details ... 4
General Service Terms ... 11
Payment Account Terms (including Cash Out) ... 20
Annex 2 – Amendments for Micro Enterprises, Small Charities and Consumers ... 43
Schedule 1 - Ancillary Services ... 45
Service Terms – Open Payments ... 48
Service Terms - E-Gift Card (Love2Shop) ... 52
Service Terms - Confirmation of Payee and Payer Name Verification ... 54
Special Conditions – End User CoP Services ... 64
Service Terms – Modulus Checks ... 66
Service Terms - Distribution Services (Post and/or E-mail) ... 69
Acceptable Use Policy ... 70

Version Control

Date	Version	Author	Status
22 January 2026	4.0	AMC	Final

Supplemental – Information

Service Details

1 Background

1.2 The Buyer wishes to make payments to its customers and use such services for its customers under different schemes.

1.3 The Supplier is a registered Payment Agent under FRN 1020976 to an authorised payment institution (PayPoint Payments Services Limited) under FRN 608277 a provider of payment services supporting payments made by a Buyer to the Buyer's Customers.

1.4 This Contract is for the Supplier to enable the Buyer to access regulated payment services.

1.5 The Buyer acknowledges that it is a requirement under the Payment Services Regulations 2017 ("PSRegs 2017) for an authorised firm to provide a framework agreement to the Buyer for the Buyer to use the regulated services. These Service Details create the framework agreement under PSRegs 2017.

1.6 To the extent not required by law, in the event of any conflict between the terms as specified herein and the terms and conditions of the G-Cloud 15 documentation, the terms of the G-Cloud 15 documentation shall prevail.

2 Agreement

2.1 This Contract consists of the G Cloud 15 terms and conditions, in particular the General Terms, Joint Schedules and Call Off Schedules together with these:

1. Service Details.
2. General Service Terms (mapped to G Cloud documentation)
3. Payment Account Terms (including Cash-Out Services).
4. Schedule 1 – Ancillary Services
5. Service Descriptions
   - Open Payments (if selected)
   - E-Gift Card (if selected).
   - Confirmation of Payer and Payer Name Verification (if selected).
   - Modulus Check Service
   - Distribution Services (if selected).

("the Contract").

A Buyer only using the CoP Services, the PNV Service and/or the Modulus Service will not hold a Payment Account with PPSL. For all other services the Buyer will be provided with a Payment Account.

2 Services Requested

Service	
Cash Out Service	
Energy Credit	
WHD/ grant or similar related payment	
Refund or redress payment	

E-Gift Card Service	
"Open Payment" Service (with SecurePay Option)	
Bank Only Voucher Service (can only be included with Open Payments)	
CoP Service (including PNV if requested)	
Modulus Check Service	
Distribution Service	

3 Contact Details

Buyer	
Contact Name:	
Address:	
Phone:	
E-mail:	
Buyer Billing and Finance	
Contact Details:	
Address:	
Phone:	
E-mail:	
For the The Supplier	
Contact Name:	
Contact E-mail:	
Address:	The Supplier – Buyer Services 1 The Boulevard, Shire Park, Welwyn Garden City, Hertfordshire, AL7 1EL
General Phone:	**0330 400 00 00**
General E-mail:	clientservices@paypoint.com
The Supplier Billing and Finance	
Contact Details:	PayPoint Finance - Billing
Address:	PayPoint – Billing and Finance 1 The Boulevard, Shire Park, Welwyn Garden City, Hertfordshire, AL7 1EL
Billing Phone:	**0330 400 00 00**
E-mail:	FinanceOperations@paypoint.com

4 Special Conditions

N/A [Add reference to service levels here if to be included]

5 Buyer Reference Number

Buyer Reference Number:	[insert number from Master Buyer List]
Buyer Classification – SME or Small Charity	Yes/No

This Service Details and the Contract Documentation shall together form the Contract between the Parties for the delivery and use of the Services.

6 Users

Types of Users	Number
Supervisor	
Level 1 User	
Level 2 Users	
Finance Users	
Details for name, email address, IP address and limits to be provided separately on prescribed PPSL account set-up form.	

7 Distribution and Submission

Method of delivery	*Yes*	*No*
SMS Voucher		
SMS Access identifier		
Post (Refer to Work Order if Yes)		
Email (Refer to Work Order if Yes)		

Submission Method	*Yes*	*No*
Portal		
API		
Batch Files		

8 Funding Model

Funding Types	
Pre Funding Account (Designated Account)	**[x]**
Net Settlement Funding (Available if the Buyer also used the Supplier billing payment service so funds can be used for netting).	**[x]**

Cash/E-Gift card/"Open Payment" Funding Arrangements	
The initial sum required for Designated Account:	The Weekly Voucher Value Limit x 2

Periodic top-up and review of Designated Account:	Weekly in accordance with the Funding Request.
The Funding Request is payable within 5 Banking Days from issuance by PPSL.	

Designated Account Information	
Payment will be made into the PPSL safeguarded account details.	• Name: • Sort Code: • Account Number:

Additional Accounts under Multi-Projects (if applicable) **Multi Project is when a Buyer uses the service but has multiple Designated Accounts to support individual Schemes.**	
Account Details:	
Name of Designated Account:	
Scheme Name:	
Designated Account Number:	
Designated Sort Code:	
Funding Model:	**[single/net/pre-fund]**
Funding Arrangement:	**[Single Scheme]** **[Weekly]**

Single Scheme - Funding Arrangements	
The funding method is:	Single Scheme Funding
The Preliminary Funding Request:	• £[insert number[] ([insert words] pounds sterling) or such other monthly payment as agreed in writing by the parties
Payment will be made into the PPSL safeguarded account details.	Name: Sort Code: Account Number:

There are no funding arrangements for the CoP Services, the PNV Service or the Modulus Check Services.

9 Vouchers

Voucher Values: (whole pounds only values)	**Amount**	**Validity Period**
Cash:	£1 to £100	30 (thirty) or 90 (ninety) days

Open Payments:	£1 to £1000	30 (thirty) or 90 (ninety) days
Energy Credit:**	£1 to £49 (if applicable)	30 (thirty) or 90 (ninety) days
SVP:	£1 to £49 (if applicable)	90 (ninety) days
SecurePay:	£1 to £1000	30 (thirty) or 90 (ninety) days
Other Payment (grant, hardship or refund):	£1 to £75 .	90 (ninety) days
WHD:	£75 (WHD is not a cash payment made to the Customer, an energy credit will be applied).	90 (ninety) days
E-Gift Cards:	£10 to £100	Up to 92 (ninety two days)

1. Organisation Limits

Type	**Weekly Voucher Value**
Weekly Voucher Value Limit Secure Voucher Portal (Cash, Open Payments, SecurePay and/or SVP):	£[insert]
Weekly Voucher Value Limit WHD:	**£[insert]**
Weekly Voucher Value Limit Other grant, hardship or refund payment:	**£[insert]**
Plus additional funding in relation to services under Work Order (where applicable)	**£[insert]**

Notes

*Cash transactions with a value in excess of £100 will consist of multiple Vouchers. Fees are payable on each Voucher. Vouchers with multiple use capability will be charged each time presented.

**Energy Credit involves Cash Out Transaction that is followed by a second transaction when the top up of the energy device takes place. The second transaction is not subject to a fee as this is payable by the energy company.

Work Order – Distribution Services (if applicable)

1. Scheme Type

Name:	Refund	X
Name:	WHD	X
Name:	Other	X

2. Delivery

Distribution (tick appropriate box)	
Paper based	☐
Print services	☐
Other services	☐
If Distribution services checked the method is:	
Post:	☐
Email:	☐

3. Scheme Duration

Scheme Name:	
Start Date:	
Completion Date:	
Scheme Name:	
Start Date:	
Completion Date:	

4. Scheme Structure

a. Submission Type

Type:		**Frequency**	
Batch File:		**Daily:**	
API:		**Weekly:**	
Other:		**Monthly:**	
		Quarterly	

b. Particulars:

[Files may only be provided once per week.]

5. Class of Post and/or Email

Post Charges - [[1st/2nd] Class Post or equivalent *Postal Charges are in addition to the Fees specified in Section 6.*

6. Fees

Post:	*[[XX] ([XX]pence) per letter.* *based on two-sided mono based on [no.] letters. Smaller volumes to be priced accordingly.]*
Email:	[*Additional notification service not requested.* *See Pricing and Funding Schedule for standard Transaction pricing*.]
Other:	[*Postage shall be treated as a pass-through cost which will be agreed by the parties at time of printing*.]

General Service Terms

1. Definitions & Interpretation

1.1. In these Terms and Conditions, the following expressions shall have the following meaning:

Access Identifier: the multiple factor authentication identifier, made up of a username, security access token and unique personal identification number, provided by the Supplier to the Buyer's Supervisor and each User to enable the access and use of the Web Service.

Account Holder: The organisation holding the payment account as Payer or Payee in relation to which the CoP Request is made.

Account Management Contact: The Buyer's nominated individual as specified on the Service Details who shall act as the main contact between the Parties for the purpose of confirming Users and receiving the security access tokens. The Account Management Contact may also be the Supervisor.

Accredited Service Provider: The organisation submitting data and issuing payment instruction in electronic form to PayPoint for the amount or CoP request as instructed by the Buyer.

Agent: means a retailer retained by a company in the Supplier Group from time to time and part of the Supplier network who, as instructed by the Supplier, interfaces with and effects Cash-Out Transactions to Customers on behalf of the Buyer.

Agent Outlet: an outlet with a Terminal maintained by an Agent.

Anti Money Laundering: the processes and procedures to reduce financial crime.

API: the Application Programming Interface.

API: Application Programming Interface.

Bacs: Bankers automated clearing system.

Bacs Rules: the rules applicable to transactions using the Direct Debit Scheme.

Banking Day: a day (other than a Saturday or Sunday) on which banks are open for normal banking business in the City of London.

Bank Details: means the sort code (six digits) and account number (eight digits) provided by the Buyer for validation.

Banking Infrastructure: the system used to send and receive the CoP Request(s).

Batch File: a file sent by the Buyer to the Supplier containing details of the recipient of the payments and/or their address (including e-mail as applicable) to be used for the distribution of the Vouchers.

Bulk Submission: a submission of data being a Payment File in the form of a Batch File, submission via API and/or Volume Payment Transaction or any other submission methods agreed in writing by the parties.

Buyer: the person, firm, local authority, housing association or company as specified at the Service Details of this Contract.

Buyer Portal: The functionality that permits the Buyer to initiate a Payment Order, see reports and/or instruct on the purchase of an E-Gift Card.

Buyer Profile: The Buyer's unique profile created as part of the Web Services, where the Buyer is provided with a unique code for the Scheme.

Cash-Out Services: the provision of a payment service via a network of Agents by PPSL to effect Cash-Out Transactions.

Cash-Out Transaction: a cash payment or other value payment transaction effected by an Agent for a Customer by way of Voucher presented at an Agent Outlet pursuant to the terms of this Contract.

CDD: Customer Due Diligence.

Charges: means the fees or charges specified in the Pricing and Funding Schedule together with any variation and/or amendment to thereto.

Collections: PayPoint Collections Limited.

Commencement Date: the date as specified on the Service Details.

Confirmation of Payee: the verification of the recipient of a payment.

Contract: this Contract, made up of the Service Details(s), Pricing and Funding Schedule and these Terms and Conditions and the Schedules and Appendices to it.

CoP Request: a request made by the Buyer to a Receiving Bank to verify information provided by a Customer in relation to a bank account, this may be confirmation of Payee ("CoP") or verification of Payer ("PNV").

CoP Request Response(s): the response(s) provided by the Receiving Bank indicating the validity of the details of the Payee or Payer.

CoP Rules: the operating guidelines, rulebook and other ancillary materials issued by Pay.UK as applicable to the use of the Cop Service, as the same may be amended by Pay.UK from time to time.

CoP Service: the PayPoint service to the Buyer to allow the Buyer to verify the Payee or Payer.

Credit Transfer Transaction: the payment to a Customer's bank or payment account via credit transfer.

Customer: customers of the Buyer from time to time.

Customer E-mail: where the Buyer has elected to use the e-mail service, the Customer is sent an e-mail via the Supplier containing the relevant Voucher and instructions on how to receive the payment.

Customer Letter: the .pdf A4 letters created through the Web Service issued by the Buyer to its Customers that contain the relevant Voucher.

Customer SMS: where the Buyer has elected to use the SMS Service, the Customer SMS is the SMS message sent to the Customer via the Supplier containing the relevant Voucher and instructions on how to receive the payment.

Direct Supplier: an organisation providing services directly to PayPoint in relation to the Services, other than an Industry Supplier.

Directory Supplier: the organisation providing the access to the confirmation of payee/payer directory and/or register] via the Banking Infrastructure.

Disclosing Party: A Party to this Contract which discloses or makes available directly or indirectly confidential information.

Designated Account: the safeguarded account used to receive payments from the Buyer in respect of Payment Orders to be issued.

End User: The organisation for whom the Buyer is submitting a CoP Request.

Energy Credit: A service that enables the Customer on production of their energy account details at a Retail Outlet to receive a top up to their energy meter. This service does not include a cash to the Customer. The payment is from the Buyer to the energy provider.

Finance User: The Buyer's nominated User who shall be provided access to the Web Service for the purpose of running reports only. The Finance User shall not have authority to create, approve or manage Vouchers.

Fraud Measures: The Buyer's fraud prevention measures.

Group Company: in relation to the Buyer or the Supplier as the context may require, the Buyer or the Supplier and any subsidiary and holding company or subsidiary of a holding company of the Buyer or the Supplier for the time being (and subsidiary and holding company shall have the same meanings given to them by sections 1159(1), (2), and (4) and 1159(3) Schedule 6, Companies Act 2006) and "**Group**" shall be construed accordingly.

Industry Supplier: an organisation supporting the CoP Service appointed by Pay.UK.

Integration Guides: the instructions, processes, specifications and/or procedures required to enable the Buyer to integrate to the Services.

Key or Card: the device used in connection with the provision of a Service by the Buyer.

Know Your Customer: the customer due diligence checks and validations.

Level 1 User: The Users nominated by the Buyer as specified on the Pricing and Funding Schedule who are provided with Access Identifiers and granted rights to self-authorise Voucher requests, but cannot change any User details, nominate further Users nor change User limits.

Level 2 User: The Users nominated by the Buyer as specified on the Pricing and Funding Schedule who are provided with Access Identifiers and granted rights to request the creation of Vouchers, cancel Vouchers and run reports. Level 2 Users shall not be entitled to self-authorise Voucher requests, a Level 2 User cannot change any User details, nominate further Users nor change User limits.

Modulus Check Service: The service that validates the structural integrity of UK bank account details by applying industry-standard modulus algorithms (including Modulus 10, Modulus 11, and Double Alternate) to the Buyer provided sort code and account number.

Network: PayPoint Network Limited.

Open Payments: A service that enables the Customer to select whether to receive a payment to their Bank Account or a cash payment.

Operating Hours: the hours 08:00 to 19:00 GMT, Monday to Friday, except relevant Bank Holidays, or where otherwise varied by the Supplier in writing.

Payee: the individual and/or entity who is an intended or actual recipient of funds into an account;

Payer: the individual and/or entity who has agreed to transfer funds into an account.

Payer Name Verification: the request to verify the name of the Payer in relation to a payment due to be received by the Payee is correct, for example the name used on a Direct Debit Mandate.

Pay.UK: Pay.UK limited company number 10872449 trading as 'wearepay' providing the access to the confirmation of payee/payer directory and/or register.

PNV Request: a request made to verify the name of the Payer.

Portal: the functionality that allows the Buyer to submit CoP Requests, view CoP Request Response(s) and reports associated with the CoP Service.

Securepay: A service that enables the Customer to select the bank account to receive the payment from the Buyer. This service has no cash payment option.

Service Details: the form together with the Pricing and Funding Schedule setting out the requirements of the Buyer, the Charges, and other particulars relating to each Scheme together with any amendments thereto.

Payment Instruction: the instruction from the Buyer to PPSL to create a Payment Order.

Acceptable Use Policy: the description of excluded uses of the Service as the same may be amended and notified to the Buyer from time to time.

Payment Account: the account provided to the Buyer by PPSL for the making and receiving of payments. The Designated Account must also be a Payment Account.

Payment Order: is a defined in the PSRegs.

Payment Services: has the meaning given in clause 17 (Payment Services) of these Terms and Conditions.

Payment System(s); including but not limited to Bacs, Faster Payment and/or any other system used for submission of transactions into a centralised settlement service regulated by the PSR;

Platform Management Fee: the fee payable by the Buyer as specified in the Pricing and Funding Schedule.

Pricing and Funding Schedule: the schedule setting out the Charges, funding and operational requirements associated with the Services.

PNV: Payer Name Verification.

PNV Request: a request made to verify the name of the Payer.

PSR: Payment Systems Regulator.

PSRegs: Payment Services Regulations 2017.

Reasonable and Prudent Operator: a person seeking in good faith to perform its obligations and in doing so and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances and any reference to the standard of a Reasonable and Prudent Operator shall be a reference to such a degree of skill, diligence, prudence and foresight;

Receipt: the written receipt for a Cash-Out Transaction issued by a Terminal.

Receiving Bank: The financial institution receiving the message to verify the Account Holder information.

Receiving Party: a party to this Contract which receives or obtains directly or indirectly confidential information.

Regulations: The Payment Service Regulations 2017 as amended.

Scheme: the arrangement for Vouchers or payments that the Buyer wishes to put in place for the purpose as stated on each Service Details and Work Order(s).

Services: the services specified on the Service Details and any Service Variation Form

Service Terms: means the Service Terms for the service specified in the Service Details.

Service Variation Form: an agreement agreed by the Parties to add a new service to the Contract. The service specified in the Service Variation Form will form part of this Contract.

Single Scheme Funding: The payment to be made when a Scheme is for a particular type of payment and the duration is for a short period. More than one Single Scheme Funding event can happen during a Term.

Special Conditions: Such conditions as are expressly specified in the Call Off Contract.

Supervisor(s): the Buyer's nominated supervisor user(s), nominated by the Account Management Contact and provided with an Access Identifier and granted the rights to authorise all User Voucher requests, self-authorise Voucher requests, change any User details, nominate further Users and change User limits. Unless a Supervisor is also the Account Management Contact, a Supervisor shall not be entitled to receive the security access tokens for new Users.

Supplier: PayPoint Network Limited as payment agent to PayPoint Payment Services Limited.

Supplier Agreement: an agreement with an entity or entities within the Supplier Group under which payments are collected on behalf of the Buyer.

Supplier E-mail Address: the address as specified on the Service Details.

Supplier Group: means, the Supplier and as the context may require and any subsidiary and holding company or subsidiary of a holding company the Supplier for the time being (and subsidiary and holding company shall have the same meanings given to them by sections 1159(1), (2), and (4) and 1159(3) Schedule 6, Companies Act 2006) and "Group" shall be construed accordingly;

Term: the term of as specified in the Call Off Contract.

Terminal: the multi-function terminals (either hardware or software) owned by the Supplier, or authorised to be used by the Supplier together with any additional terminals or payment hardware as determined by the Supplier from time to time, used to process Cash-Out Transactions.

Terms and Conditions: the terms and conditions specified in this Contract.

Transaction: A Cash-Out Transaction, a Credit Transfer Transaction or a CoP Request (including PNV).

Transaction Fees: The Transaction fees payable for using the Services as specified on the Pricing and Funding Schedule.

User: each of the Buyer's required users (being Level 1 Users, Level 2 Users and/or Finance Users) nominated to the Supplier by the Account Management Contact or a Supervisor and, subject to payment of the required fee as specified in the Pricing and Funding Schedule, provided with Access Identifiers and granted the rights to use the Web Service as specified in this Contract.

User Credentials: the instructions including but not limited to Access Identifiers issued to permit a User to access the Service.

Valid ID: the standard list of valid identification as provided by the Supplier which, if required by the Buyer for inclusion on the Customer Letter or Customer E-mail, must be produced by the Customer to the Agent as a pre-condition to the processing of the Cash-Out Transaction.

Validation Output: The result returned by the Modulus Check Service indicating "Valid" or "Invalid" and, where applicable, a non-binding error indicator describing the reason for failure.

Volume Payment Instruction: an instruction from the Buyer made requesting multiple payments.

Voucher: an electronic-based voucher (either printed or provided in electronic form) or (where provided) SMS-based voucher containing a unique number, which may be represented in a bar code, created by the Buyer through the Web Service and which can be presented at an Agent Outlet for cash or (if in the form of a Customer Letter) other form of agreed credit by way of Cash-Out Transaction or in the case of a Credit Transfer Transaction used online.

Web Service: the website located at the URL provided and notified to the Buyer by the Supplier for use by the Buyer pursuant to the terms of this Contract, through which the Buyer can create and manage credit Vouchers as a means of providing funds to its qualifying Customers.

Week: 00:00 Monday to 23:59 Sunday.

Weekly Voucher Value Limit: the amount as specified in the Pricing and Funding Schedule, as may be amended by PPSL from time to time; and

Work Order: the description of the service as specified in Service Terms – Distribution Services required to provide the Postal and/or E-mail Distribution Service. The Work Order may be per individual Scheme or for multiple Schemes.

2. Provision of the Services

2.1. The Supplier shall perform each of the respective Services from the Commencement Date specified Service Details entered into and, unless terminated earlier in accordance with General Terms, for the duration of the Term. The Services shall be provided in accordance with the terms of this Contract.

2.2. The Services are supplied to the Buyer on the basis of the Service Details and have not been designed to the Buyer's individual requirements. It is the Buyer's sole responsibility to be satisfied prior to entering into this Contract that the Services will meet the Buyer's requirements.

2.3. The Buyer shall comply with the Acceptable User Policy. In using the Service, the Buyer shall comply with all applicable laws.

3. Usage And Locations

3.1. Vouchers including a cash payment and/or an energy credit may only be used at Agent Outlets registered by PPSL with the FCA.

3.2. E-Gift Card Vouchers can only be redeemed for an E-Gift Card on the Third-Party Provider website a specified in the Service Terms - E-Gift Card (if applicable).

3.3. The Buyer shall ensure that PPSL is provided with the funds required to make payments in respect of all Vouchers issued.

4. The Supplier Obligations

4.1. The Supplier confirms it will comply with the obligations imposed by PayPoint Payment Services Limited in relation to any regulated service.

5. Charges

5.1. The terms of clause 4 (Pricing and payments) as specified in the General Terms, shall apply.

6. General Limitation of Liability

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

6.2. Nothing in this Contract excludes or restricts liability for fraud, death or personal injury resulting from negligence.

7. Confidentiality & Data Protection

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

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

7.3. For the purposes of the regulated services, the Buyer is an independent controller and PPSL is an independent controller.

7.4. For the purpose of the distribution services, the Supplier is the processor to the Buyer.

8. Intellectual property

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

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

9. Term and Termination

9.1. This Contract 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.

10. Assignment

10.1. The Buyer shall not be entitled to assign, transfer or novate the benefit, in whole or in part, of any rights or obligations under this Contract.

10.2. If the Buyer wants to transfer the benefit in whole or in part of any rights or obligations under this Contract, the Supplier shall act in good faith to enter into a new Contract with the proposed recipient.

11. Force majeure

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

12. Regulatory Changes

12.1. If during the Term of this Contract, any matter shall arise as a result of any change in the law (including judicial interpretation) or in any statute, statutory instrument, order, directive or regulation or in any guidance notes or codes of practice which affects the Supplier's ability to provide the Services, then the Supplier, on written notice to the Buyer, shall be entitled to either amend the Services so they comply with such change or immediately terminate the provision of the Services without any liability to the Buyer.

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. Fraud prevention

14.1. Subject to Payment Service Terms this Contract, the Buyer is responsible for the fraud prevention in relation to the issuance, distribution and management of all Vouchers issued by or requested by the Buyer. The Buyer will notify the Supplier if the Buyer experiences unanticipated levels of fraud and/or fraud of an unusual nature.

14.2. The Buyer will, if so requested in writing by the Supplier, provide the Supplier with details of the Fraud Measures to enable the Supplier to monitor and assess fraud targeting the Services.

14.3. Each party shall as soon as reasonably practicable contact the other if they reasonably suspect or becomes aware of an actual fraud or an actual security threat. Such notification is to be conducted by email and by telephone to the contact information as provided in this Contract.

14.4. If the Supplier reasonably suspects that an act or acts of fraud or any other analogous illegal activity has taken place or may take place, the Buyer shall co-operate fully with any reasonable requests made by the Supplier. If the Supplier, in its sole discretion (acting reasonably at all times) believes that the Buyer is not fully co-operating with its requests, The Supplier shall be entitled to require the Buyer to make all necessary changes to the Fraud Measures and the Buyer shall bear all reasonable costs of making such changes. Where the Buyer continues not to co-operate with the Supplier pursuant to this clause 14.4 (Fraud Prevention). The Supplier shall be entitled (acting reasonably at all times) to suspend the Services indefinitely until such co-operation is forthcoming and where the Buyer continues to not co-operate, The Supplier shall be entitled to terminate this Contract immediately.

14.5. The Buyer warrants that during this Contract, it shall comply with all applicable laws and regulations relating to fraud and Anti-Money Laundering and all other analogous legislation and regulations, and a failure to do so shall entitle the Supplier (acting reasonably at all times) to suspend the Services indefinitely until such time as the Buyer complies with such laws and regulations, and where such failure to comply continues, The Supplier shall be entitled to terminate this Contract immediately.

15. Payment Service

15.1. The payment service provided in respect of the Cash-Out Transaction and Credit Transfer falls within the category of regulated payment services subject to the Payment Services Regulations 2017 and must be provided by the Supplier Group's Financial Conduct Authority authorised firm ("Payment Service").

15.2. This Contract contains additional terms specified in Payment Service Terms governing the provision of the Payment Service to the Buyer by PPSL.

15.3. PPSL shall provide to the Buyer, all the payment services detailed under the Contract in relation to the Payment Service, in accordance with the obligations and liabilities terms as specified in Payment Service Terms.

15.4. The Buyer acknowledges they have read the terms and received the regulatory notices contained in Payment Service Terms.

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Payment Account Terms (including Cash Out)

This Framework Agreement is entered into by the Supplier as payment agent to PPSL.

The terms for the operation of the Payment Services are as specified below.

Details of any Charges due for the Service are as specified in Pricing and Funding Schedule.

Framework Agreement means the Payment Service Terms.

Designated Account is the payment account used to receive and make the payments.

We/Our/Us means PPSL.

You/Your means the Buyer and/or the Buyer's Users.

In these Payment Service Terms, expressions used but not otherwise defined shall have the meaning specified in the Terms and Conditions.

Background

This Framework Agreement forms part of the Contract.

These terms and conditions relate to the provision of payments accounts and payment services by PayPoint Payment Services Limited ("PPSL").

This Framework Agreement represents the agreement as required in accordance with the Payment Services Regulations 2017 ("PSRegs").

By signing the Service Details, the Buyer agrees to be bound by the Agreement in respect of the payment services.

The duration of this Framework Agreement will be the Term as specified in the Agreement. Termination of the Service Terms will not terminate this Framework Agreement.

With regard to the Service provided to You under these Terms in the event of any conflict between the terms of the Call Off Contract and the Payment Service Terms in relation to the generation of and/or execution of a Payment Order, the terms of the Payment Service Terms will prevail.

Nothing in the Call Off Contact may impose terms inconsistent with the PSRegs and or any legal or regulatory obligation applicable to the payment services and/or the Account Service Provider.

About Us

We are PayPoint Payment Services Limited ("PPSL") a company registered in England with company number 08633289 and an Authorised Payment Institution offering payment services in the United Kingdom.

Who are our regulators?

PPSL is regulated by the Financial Conduct Authority under FRN 608277.

Type of Account

We offer You Payment Accounts to enable You to make business to business payments or business to consumer payments.

The Payment Accounts we offer are not available to be used as deposit accounts, current accounts or for overdraft facilities.

We are not permitted to hold funds in Your account unless there is a reasonable expectation You are going to use the funds to make a payment.

The accounts are held in pounds Sterling and payments can be made to members of the Supplier Group and/or where applicable third parties.

Safeguarding

Our Payment Accounts are held at an authorised credit institution that is subject to the supervision of the Prudential Regulatory Authority and the Financial Conduct Authority. The safeguarding method selected by Us is segregation.

The Payment Account is not covered by the Financial Services Compensation Scheme. If We become insolvent, the funds are safeguarded under the Payment Services Regulations 2017. The Regulations cover the legal obligations of authorised payments institutions and are designed to protect funds held in the Payment Account.

Funds held by Us pending execution shall be held in the Payment Account, being a safeguarding account established in accordance with the provisions of the Regulations with one or more credit institutions of Our choice.

Corporate Opt Out

1.1. You represent and warrant that, at the time You became bound by these terms You are not a consumer, micro-enterprise or charity as defined in the Regulations.

1.2. For the purpose of this clause, a micro-enterprise is an autonomous enterprise that employs fewer than ten people and whose annual turnover and/or balance sheet total does not exceed €2 million (or its Sterling equivalent), a consumer is an individual acting for purposes other than a trade, business or profession, and a charity includes only those whose annual income is less than £1 million.

1.3. On this basis and in accordance with regulations 40(7) and 63(5) of the Regulations (which provide that PPSL and the Requestor may agree that certain provisions of the Regulations shall not apply), You agree that all of the provisions of Part 6 of the Regulations and regulations 66(1), 67(3) and (4), 75, 77, 79, 80, 83, 91, 92 and 94 of Part 7 of the Regulations shall not apply with respect to the Cash Out Services and that a different time period shall apply for the purposes of regulation 74(1).

For organisations not qualifying for the Corporate Opt Out provisions in Section 1.1 to 1.3 above please sees Annex 2 – Variations for SME, Small Charities and Consumers.

Definitions

The Terms used in the Payment Service Terms the following shall apply;

Accredited Service Provider	The organisation You have appointed and notified to Us to send payment instruction to us via a Payment File.
Credit Transfer Transaction	a payment by credit transfer to a Customer.
Day	Monday to Friday excluding bank, statutory and/or public holidays.
Designated Account	The Payment Account details specified in the Pricing and Funding Schedule for receipt of payments from You to enable us to make payments on Your behalf, being the safeguarded payment account use to hold Your funds pending execution of a payment.
EEA	The European Economic Area is a collection of countries. The countries in the EEA are all the countries in the European Union plus Iceland, Liechtenstein and Norway,
Framework Agreement	The terms and conditions applicable to the payment account together with any schedules and/or annex thereto.
Funding Request	A request made from us to You, for You to provide funds to honour payments schedule or anticipated on Your account, including a request from PPSL to pay funds to PPSL in respect of Vouchers issued, less cancelled or expired Vouchers.
Invoice Payment Account:	the account(s) used to receive payments from the Buyer in respect of invoices as the same is notified by PPSL to the Buyer in writing from time to time;
Payer	A payer is the person or organisation making the payment.
Payee	A payee is the person You intend to pay.
Payment File	Report of transactions which forms the basis of the payment instruction.
Payment Service	a service provided under the PSRegs 2017.
Payment Order:	the instruction by the Buyer to PPSL requesting the execution of a payment transaction. In relation to the Payment Service, the instruction is upon authorisation of the presentation of a Voucher by the Buyer's Customers.
Service(s)	The provision of payment services under this Contract.
Transaction	means the provision of a Cash-Out Transaction, E-Gift Card payment or a Credit Transfer Transaction.

Trusted Beneficiaries:	individuals and organisations identified by the Requestor as recipients of payments from the Payment Account.

General Terms

1. Introduction

1.1. These Terms form part of the Framework Agreement between You and Us.

1.2. They explain how Your account works and specified the rights and responsibilities that each of Us has regarding Your account.

1.3. The Annexes form part of Our agreement with You.

1.4. Using Your Payment Account is personal to You or Your organisation.

1.5. The law that applies to Your Framework Agreement is the laws of England.

1.6. If there's a dispute between Us, You can take legal action against Us in any UK court.

1.7. If You have a complaint that is not resolved to Your satisfaction You may raise it with the Financial Ombudsman Service.

2. Payment instructions

2.1. How You give Your instructions to Us

You can instruct Us by.

1. Using the Web Service; or
2. By sending Your instructions to Us via a third party (Accredited Service Provider) as specified in Annex 1 (Payment Instructions)

Or by such other means as we may indicate to You are available.

We reserve the right to verify the identity of anyone writing to Us on Your behalf and/or seek confirmation of any instructions from You.

2.2. Accredited Service Provider

Where the instruction to make a payment is via the submission of a Payment File We will verify the sender is Your Accredited Service Provider. We are entitled to treat these instructions as originating from You. We will not request separate instructions for the individual payments specified in or contained in the Payment File.

2.3. Open Banking

The Service and account provided to You fall outside the current scope of the Open Banking Initiative.

2.4. Delaying or refusing to act on Your instructions

We will make the payments in accordance with Your instructions, unless:

- We reasonably believe that You did not authorise the instruction or the instruction is fraudulent.
- We are acting to protect You or Us from a crime.
- Your instructions are unclear or incomplete.
- We are unable to make the payment due to lack of funds;
- Following Your instruction would mean that We breach a law or regulation that We must comply with;
    a) A restriction that applies to Your account stops us from following Your instruction (for example, if You do not have funds available to make the payment or have exceeded the agreed payment levels);
    b) You are or We reasonably believe are going to commit a material breach any term of Our agreement with You.

If We are unable to follow one of Your instructions We will usually notify You. If You would like to know why We did not follow Your instruction You can call Us on the number specified in the Service Details.

We will tell You why We were unable follow Your instruction unless there is a legal, regulatory or security reason which means We are unable to do so.

2.5. Vouchers and Payment Orders

The Payment Service allows Your Customers to receive rebates, refunds or any other provision of funds from the Buyer via an Agent Outlet when using the Cash-Out Service or when using the Open Payment Service via credit transfer.

The Payment Order will be the generated by You via the Web Services or such other communication method as the Parties may agree in writing from time to time. Including but not limited to such communication method as specified in the Service Details.

Upon receipt of the Payment Order through the Web Service and acceptance by Us of a duly completed Payment Order via the Web Service, We will arrange for Vouchers to be issued to the Your Customers.

The Payment Order shall be deemed to be validly received at the time at which We receives the Payment Instruction and held pending presentment of the Voucher.

The funding process for each Payment Order will be as specified by the Pricing and Funding Schedule and the scheme allocation number. Payment Service can be pre-funded or net-funded via the Net Settlement Funding.

Where the payment is pre-funded, payment is subject to prior receipt by Us from You of cleared funds into its Payment Account corresponding to the aggregate amount of the funds transfers comprised in each Payment Order.

Where the Service is net funded, the payment is subject to the net balance being sufficient to make the payments as specified in the Payment Order.

Upon presentment by an individual of a valid Voucher and completion of the validation process, We shall arrange for the Cash-Out Transaction or Credit Transfer Transaction to take place.

A valid Voucher is one which matches the details held on Our system and which has not expired, been invalidated by Us pursuant to receipt of a cancellation notice by You or previously been presented and processed. We shall not be required to otherwise identify the individual unless specified in the applicable Pricing and Funding Schedule.

Payment Orders given to Us through the Web Service shall be deemed authorised by You without the need for any enquiry by Us and accepted only upon confirmation by Us to the You and receipt of cleared funds in the case of pre-funded Payment Services.

You agree that each Payment Order for a Cash-Out Transaction shall only be executed upon presentment of the relevant Voucher at one of Our Agent Outlets. A Payment Order may relate to a single or multiple Transactions as specified in the Pricing and Funding Schedule.

We may set a maximum value for:

a) Any individual Cash Out Transaction or an individual Credit Transfer Transaction.
b) A validity period for any individual Voucher issued pursuant to a Payment Order, such maximum to be specified the Pricing and Funding Schedule, or, if not otherwise agreed, shall be 180 (one hundred and eighty) days from issuance; and
c) A Weekly Voucher Value Limit.

And may impose variations thereto together with any other conditions or restrictions as it may notify to You from time to time.

2.6. Voucher Use

Customers who receive a Customer Letter or, where provided, a Customer SMS, shall be instructed to take the Customer Letter in paper or electronic form (or SMS) to an Agent Outlet or use the Open Payment Service.

If specifically required by You on Voucher creation, and, if it is stated on the Customer Letter, We shall arrange for the instruction of the Agents to request that on production of a Customer Letter, the Customer produces Valid ID. The Valid ID must contain the same name and address as is displayed on the Customer Letter.

If the Customer is unable to provide the Valid ID, the Agent shall be instructed to ask the Customer to return with the appropriate Valid ID. If the Customer is not able to produce Valid ID, PPSL shall instruct the Agent to request that the Customer contacts the Buyer to make alternative arrangements.

On the presentation of the Customer Letter (and, if required, the Valid ID) or, where provided, the Customer SMS, the Agent will scan the Voucher bar-code or manually enter the Voucher number, which is linked to the Voucher scheme. The Terminal will receive a response from Us confirming the validity and value of the Voucher. The Terminal will then print a Receipt, which shall be retained by the Agent. Such transaction shall constitute a Cash-Out Transaction.

The Agent shall then either pay to the Customer the cash amount shown on the Receipt; or (if the Voucher is provided by way of Customer Letter and is for another form of credit) shall process a separate PPSL transaction relevant to the scheme. Following the completion of the transaction, a Receipt for the credit shall be printed and handed to the Customer.

Our obligations regarding Valid ID are limited to instructing Agents as specified in this clause 2.6 (Voucher Use). We shall not be responsible for monitoring Agents' adherence to Valid ID production, nor shall it be responsible for any Cash-Out Transactions that are effected without production of Valid ID.

You acknowledge and accepts that an Agent's ability to complete a Cash-Out Transaction is subject to it holding sufficient funds at the time of the Customer request. If an Agent is unable to complete a Cash-Out Transaction due to insufficient funds, the Agent shall instruct the Customer to either return at a later time when sufficient funds are available or instruct the Customer to visit an alternative and participating Agent Outlet.

If a Customer receives multiple Vouchers, the Customer may present for payment one or all of the Vouchers at any time within the period the Vouchers remain valid.

Subject to Service Terms Ancillary Services and Payment Service Terms We shall not be responsible for any unauthorised presentation or use of a Voucher other than where such use is attributable to fraudulent acts or omissions by Us.

3. Paying money into Your account

You can make a payment into Your account by electronic transfers such as BACS, Faster Payments or CHAPS.

When We receive an electronic fund transfer, the money will be credited to Your account (i.e. available for You to use) on the same day.

You may not use the account for pay in funds unless there is a payment due or anticipated.

You will provide the amount specified in Preliminary Funding Request as specified in Annex 1 (Payment Instructions) to the Designated Account in accordance with the Funding Request Interval Period and at least 10 (ten) Banking Days before the "Commencement Date" specified in in the applicable Service Details and thereafter at the intervals as specified in Annex 1 or as such shorter period if We believe the funds in Your Payment Account are insufficient to meet the payments We anticipate We will be instructed to make on Your behalf.

The minimum balance is as specified in the Pricing and Funding Schedule.

4. Cancellation of a Payment Order

You can cancel any payment by cancelling the instruction prior to the Payment Order being executed.

We cannot cancel a payment once the Payment Order has been executed.

You must specify the Voucher You want to cancel or, where the Voucher relates to multiple Transactions, and You want to cancel specific Voucher(s), by specifying the relevant Vouchers or such other data that will allow Us to identify the Voucher and/or the individual to whom it relates.

Cancellation requests must be sent to Us via the Web Service or such other notification process as may be notified in writing to You by Us from time to time.

On receipt of such request, We will immediately update its systems so that the cancelled Unique Identifier(s) are invalidated. Any request sent by You to Us under this clause will be deemed received by PPSL within 2 (two) Banking Days.

We reserves the right to refuse to execute a Transaction. Where We refuses to execute a Transaction it shall notify the Buyer immediately using the contact details the Buyer has provided for this purpose. Such notification will include (where applicable) the reasons for such refusal and the procedure for rectifying the reasons so that the Transaction may be properly executed.

A Payment Order will not be executed if the Voucher has been cancelled.

Where a Voucher is linked to multiple Payment Orders, You may cancel the Voucher and future Payment Orders after a Payment Order has been executed providing the subsequence Payment Order are not yet due or have not the Voucher in relation to any such Payment Order has not yet been presented.

The Payment Order cannot be cancelled if the Voucher has been presented and validated at the Agent Outlet or the credit transfer has been initiated.

5. Paying charges from Your account

Fees and Charges in relation to the Services are specified Pricing and Funding Schedule.

6. Security

We apply strong customer authentication to the instructions We received from You.

The authentication and security requirements will vary depending on how You provide Your instruction. Where there is an option to for You to send instructions to us direct such as when We are returning funds to You, Your security details may include passwords, codes and/or tokens or such other security as may be appropriate at the time.

When Your instructions are via an Accredited Service Provider this may include file verification, source verification and/or encryption.

If You are issued with security details You must:

- take all reasonable steps to keep Your security details safe (including any passwords or log-in details);
- take reasonable steps to maintain the hardware and software on any device You use which may include carrying out regular virus checks and security updates;
- keep any device You use to access the services secure at all times and not let anyone else use them to make payments;

- not leave the device You are using unattended and You must make sure that any information stored or displayed on Your device is kept secure; and
- be aware that if You give Your security details are disclosed by You to a third party provider, We are not responsible for what they do with Your details or account information.

If You think that someone else might know security details or if You suspect that someone may have used Your account without Your permission, please tell us as soon as possible

If You use a device to issue instructions to Us which is lost or stolen, please tell Us by using these contact details specified in the Service Details.

We will update and amend security requirements as appropriate and will provide You and/or Your Accredited Service Provider with details of any such changes.

7. Suspending or limiting the service

We may suspend, restrict or stop access to Your account, if:

- We reasonably believe that Your security or the security of the payment instruction has been compromised.
- We reasonably suspect that Your payment is due to fraud or the payment instruction is issued without Your permission;
- As a result of a change in the way You use Your account or in Your financial circumstances, we reasonably believe that You may have difficulty in meeting Your commitments;
- A restriction applies to Your account (for example, we're told about a dispute which means the account cannot be used until the dispute is resolved);
- You have committed a material breach of any term of this Contract including failure to pay Fees or Charges.
- We believe it is appropriate in order to protect Your account.

Where possible We will contact You prior to any suspension to ascertain if the payment instruction was completed by You.

We will usually tell You before or immediately after We take any of these steps. We will also explain why We have done so, unless We are unable to contact You or there's a legal or security reason which means We cannot provide an explanation.

If We suspect or become aware that Your account may be subject to fraud or security threats, we will contact You using the contact details We hold for You.

8. Communications and statements

8.1. How we will contact You

We may contact You and provide communications to You by:

- post;
- phone;

- email to the email address You gave us;
- secure message to Your inbox in the Buyer Portal Service (if available for use with the service selected by You).

Any documentation we send You by email, secure message may be sent as an electronic attachment (for example, as a PDF). You should make sure that Your electronic device(s) are set up to receive Our communications (for example, they have the correct hardware, software, operating system and browser).

If Your contact details change, You should tell Us as soon as You can to ensure You receive Our communications.

8.2. Statements

We will provide You with a report of transactions to and from Your Payment Account on request and free of charge every week if requested by You or less frequently if requested by You, provided that there have been payment transactions on Your account during the preceding month.

9. Funding

9.1. Pre-Funding:

Where the Pricing and Funding Schedule states You will pay Us pre-funding, You shall pay an initial sum as specified in the Pricing and Funding Schedule into the Payment Account to cover the initial fund required for pre-funding for Transactions as specified on the Pricing and Funding Schedule.

You shall top-up the Designated Account with the Funding Request at the intervals as specified on the Pricing and Funding Schedule or as such shorter period as may be agreed in writing.

The initial sum deposited into the Designated Account shall cover the maximum number of Vouchers permitted during the relevant period under this Contract until the next periodic top-up cycle is due (as specified on the Pricing and Funding Schedule).

You shall pay such initial sum into the Designated Account no later than 5 (five) Banking Days prior to the Services commencing and each Funding Request no later than 5 (five) Banking Days from the date of the Funding Request. Commencement and continuation of the Services is conditional upon the receipt of the funds into the Designated Account.

We shall, on a daily basis, deduct from the Designated Account the value of repayments made, or shall make, to its Agents for effecting Cash-Out Transactions or the payments made for a Credit Transfer Transaction.

We shall review the Designated Account on an agreed basis to ensure that the Designated Account does not become underfunded or overfunded and You agree to amend the deposited sum at the next periodic top-up cycle. If in Our reasonable opinion, the Designated Account is underfunded at any time, We shall notify You and issue a Funding Request that further funds are required and You shall top-up the Designated Account, by the method agreed by the parties, with the required additional funding within 5 (five) Banking Days following such Funding Request. For the avoidance of doubt a Funding Request is for a variable amount.

Following the expiry or termination of this Contract, We shall provide a reconciliation report to You. The balance of the Designated Account (after all deductions for any outstanding payments due to Agents, value of pre-termination issued Vouchers and Transaction Fees) shall be returned to You by no later than 10 (ten) Banking Days from the date of termination of this Contract, unless otherwise agreed in writing. If upon the expiry of any Vouchers, funds are still held by Us, subject to the terms of this Contract, the amount equal to the expired Vouchers shall be refunded to You.

The Weekly Voucher Value Limit may be increased with approval in writing by Us. If the Weekly Voucher Value Limit is increased, You will, prior to the increased limit being activated, make payment to Us in accordance with the timescales and amounts specified for Weekly Voucher Value Limits in the Funding Model section of the Pricing and Funding Schedule.

We are not permitted to offer credit to You.

9.2. Net Settlement Funding:

Where the Pricing and Funding Schedule states that the Buyer shall pay Us by Net Settlement Funding, the settlement timescales will be in accordance with Your Framework Agreement and reporting of presented Transactions is available by Us.

You agree Collections may, set-off the Funding Request from the monies due to You pursuant to the Contract.

If Collections does not hold sufficient funds for You to facilitate payment of the above funds when the set-off is attempted, then Collections shall be entitled to: (i) request the payment of any outstanding funds, or (ii) set-off, on the days following the attempted fund payment, the balance owed by You against any sums owed to You by Collections until such time as the balance on the outstanding amount has been reduced to nil. For clarity, exercise of this right to set-off funds pursuant shall not affect any future right to request for payment pursuant to this Contract.

We shall be entitled to amend and/or change the fund payment method on two (2) months prior written notice to the Buyer or such other period as permitted in the Regulations if the Net Settlement Funding has an adverse balance.

9.3. Single Scheme Funding

Where an individual scheme is scheduled which include a high volume payments over a limited period of time, the pre-funding will be specified on the Pricing and Funding Schedule and may be by a single payment or if specified a series of monthly payment.

9.4. Funding General

If You fail to fulfil your funding obligations We may, with immediate effect, suspend or terminate the provision of the Services by written notice and/or (where relevant) charge statutory interest against any late payment.

You acknowledge that We have appointed Collections to act on Our behalf in relation to the receipt or collection of funds from You.

We shall not be required to hold funds paid by You into the Payment Account unless there is a corresponding or anticipated Voucher or payment. We may at its absolute discretion give notice to You that funds have not been expended and that there are no anticipated Vouchers or Payment Orders or all such Vouchers have expired.

At such time We may, if We so elects to return such funds to You. Nothing will prevent Us from holding funds in respect of any future campaign or payments reasonably anticipated by the parties.

10. Unauthorised or incorrect payments from Your account

If You suspect that an incorrect or unauthorised payment has been made from Your account, You must contact Us as soon as possible using Our contact details specified in the Service Details.

If We pay money into Your account by mistake, We can take the money out of Your account.

If We make an incorrect payment from Your account, which was Our mistake, We will reinstate You to the position as if You had not had the erroneous debit.

If You tell Us that We have made an incorrect payment based on incorrect payment details ~You gave Us, We will make reasonable efforts to recover the payment for You. We may not be able to recover it but We may charge You a fee for making the attempt.

If We are unable to recover the payment on Your behalf We will not refund You.

We shall not be liable to You with respect to an unauthorised or an incorrectly executed Transaction unless You have, without undue delay, and in any event no later than 13 months after the debit date, notified Us of any unauthorised or incorrectly executed payment order.

We are not able to refund or cancel any Transaction after the Customer has presented the relevant Voucher and authorisation has completed except in the case of unauthorised Transactions as specified above.

If an unauthorised Transaction is made, We shall only be liable to refund to You the amount of the unauthorised Transaction.

If an unauthorised Transaction is undertaken due to the misappropriation, loss or theft of a Payment Order, You may be liable up to a maximum amount of thirty-five Pounds Sterling (£35) for any losses incurred, unless such loss, theft or misappropriation was not detectable by You prior to execution of the Transaction (except where You acted fraudulently) or such loss was caused by acts or omissions of Our employees or affiliates.

If You have acted fraudulently, or have, with intent or gross negligence, failed to keep any part of the Voucher or Payment Order safe, You are liable for all losses incurred as a result of an unauthorised Transaction.

Unless You have acted fraudulently, You shall not be liable in respect of an unauthorised Transaction that has been correctly notified by You.

If an unauthorised payment has been taken from Your account (which means someone else made the payment without Your permission), You should tell Us as soon as possible so that we can take steps to protect Your account.

11. Erroneous payments into Your account

We may take a payment from Your account if the payer's bank tells Us that this payment was sent to You in error. If this happens, We will hold the money and contact You to tell You what has happened.

We will ask You to confirm if the payment was sent to You incorrectly.

If the payment was sent incorrectly then We will return it to the payer.

If You tell Us that the payment was not sent incorrectly then We will return the money to You but We may have to pass Your contact details on to the payer's bank.

If We cannot get in touch with You within 15 business days, then We will return the payment to the payer.

If the payment is a CHAPS payment, We will ask You before We take the payment from Your account.

12. Refunds

You may be entitled to a refund but this will depend on the events that have occurred.

When will You not be refunded

If You or Your representative acted fraudulently You are not entitled to a refund in any circumstances.

If You intentionally or with gross negligence failed to:

- Use Your payment details in accordance with these Terms (for example, You did not take reasonable steps to keep Your payment details safe);
- Tell Us as soon as You became aware that Your payment details were lost or stolen or that an unauthorised payment was taken from Your account; or
- The payment instruction was sent to Us by Your Accredited Service Provider and we did not have notice of any issues or problems with the payment.

We will not refund You for any unauthorised payments that were made before You notified Us. Please note, we will not make a payment if it involves the creation of a credit line or credit facility.

If Your payment details were lost or stolen without Your knowledge, we will refund all unauthorised payments but we may hold You responsible for the first £50 if we believe You should have been aware that Your payment details were lost or stolen.

12.1. When will the refund occur?

If You are entitled to a refund, You will be refunded by the end of the business day after You told Us that an unauthorised payment had been taken from Your account.

12.2. We may take longer to refund You if:

- The unauthorised payment took place more than 13 months before You notify Us; or
- We reasonably suspect the refund relates to fraud within Your organisation.

13. Variable Payments

The Transaction Fee payment will be notified to you in advance of any payment taking place in accordance with the reports made available on the Buyer Portal.

Unpaid Transaction Fee

Unpaid Transaction Fees may with Your consent be charged on Your account. If so, we will give You at least 14 days' notice of how much we are going to charge You and when.

Insufficient Funds

We may review the Designated Account from time to time to ensure that the Designated Account does not become underfunded or overfunded and You agree to make additional payments into it if, in Our reasonable opinion the Designated Account is underfunded at any time,

We shall notify You and issue a Funding Request that further funds are required and You will top-up the Designated Account, by the method agreed by the parties, with the required additional funding within 5 (five) Banking Days following such Funding Request. For the avoidance of doubt a Funding Request is for a variable amount.

14. Making changes to the agreement

We can make changes to this Contract if we have a valid reason. For example, we can make changes to:

- Comply with changes in law, industry codes or regulatory requirements;
- make operational changes in the systems, schemes or suppliers We use;
- Remove a service We offer which is out of date or not being used (either by You or our customers in general);
- Reflect changes in inflation or the costs We reasonably incur in providing accounts or services; or
- Make the agreement clearer or more favourable to You.

We will give You one months notice of any changes unless the regulatory or legislative change take effect in a lesser period.

15. Changing Your account

We can change Your Payment Account to another Payment Account providing we reasonably believe is appropriate for You. We can do this if we have a valid reason. For example, we can change Your account if:

- We decide to stop offering that particular type of account;
- We amend our account structure or suppliers;
- You cease to be eligible for the account in question;
- We reasonably believe Your account is not appropriate for You (for example, You're paying for an account that You no longer or rarely use).

16. Notices

We will give You notice when we:

- Introduce a new service.
- Make changes to Fees and Charges as a result of changes in regulation, tax or tariffs.
- Make changes to the Service.

We assume that You have accepted the changes unless You give notice to close Your account before the changes take effect. You always have the right to close Your account.

Notice will be to the contact details You provide in Annex 1.

17. Transferring rights or obligations under this Contract

We may transfer our rights or responsibilities under this Contract to another person or organisation in the future.

Any such transfer is subject to the requirement that the organisation has the necessary licences, permissions and consent to provide the services to You.

We will only do this if we reasonably believe that You will be treated to a similar service standard after the transfer.

18. Closing Your account

18.1. Customer Closing Account

You can close Your account at any time if You terminate the Agreement.

If You close Your account, You will still have to pay any charges for services You have used before You close Your account.

We will forward any money in Your account to You after You repay any money You owe Us. Unless otherwise agreed in writing by Us, we will only return the money to the same account it came from. This is a security feature to reflect the account is for business use.

18.2. When we can close Your account

We can close Your account immediately if:

- You used or attempted to use Your account for illegal purposes;
- You were not entitled to open the account but You provided Us with incorrect information when You applied for Your account;
- You behave in a threatening or violent manner towards our personnel.
- Your organisation is no longer legally resident or no longer has the appropriate legal presence in the United Kingdom
- We reasonably suspect that You've given Us false information, which was a significant factor in our decision to open Your account (or to continue to provide it to You);
- We reasonably suspect that Your account (or any other account You hold with Us) is being used, or is planned to be used, for an illegal purpose and/or we are required to do so by law or regulation;
- Your organisation is insolvent or has insolvency proceedings issued against it; or
- You have entered into a voluntary arrangement with Your creditors to repay Your debts.

If You have not used Your account for 120 days We can close the account upon the provision of 60 days notice in writing to You.

19. Effect of Termination

Upon termination of this Contract, if any Vouchers are issued but not presented cancelled or expired ("**Residual Vouchers**"), the payment to the value of the Residual Vouchers plus any Fees or Charges due thereon shall immediately fall due and payable by You and a Funding Request for any such amount will be issued to You.

If there are funds held by PPSL as of the date of termination;

- PPSL will refund the Buyer any amount in excess of the value of Residual Vouchers; and/or

- At the point all Residual Vouchers have been presented, cancelled or expired we will refund any outstanding balance; and
- All refunds to the Buyer are subject to Buyer having made all Charges due under this Contract.

If the Buyer fails to pay the Funding Request or Charges, PPSL reserves the right to decline payment of any Residual Vouchers as of the date of termination.

Any Charges due under this Contract shall immediately fall due and payment shall be made in accordance with the terms of this Contract.

The Buyer is not entitled to issue any Voucher or Vouchers once termination has taken place.

20. Complaints

If You wish to make a complaint in relation to the payment services provided by PPSL under this Contract You may.

E-mail: customerservices@paypoint.com
Phone: +44(0)1707 600404
Post:

Complaints
PayPoint Payment Services Limited
1 The Boulevard
Shire Park
Welwyn Garden City.
Hertfordshire
AL7 1EL.

21. Financial Services Ombudsman

We will always respond to Your complaint and try resolve it as soon as we can but if You are not satisfied with our response You may be able to refer Your complaint to the Financial Ombudsman Service.

If there is any dispute or complaint, We will look to resolve such dispute within fifteen (15) business days of receipt.

In exceptional circumstances, a final response shall be provided by no later than thirty five (35) business days from the date of the initial dispute or complaint.

If such final response is unsatisfactory, You may refer your complaint to the Financial Ombudsman Service (“FOS”) within six (6) months from the date of final response.

The Financial Ombudsman Service is an independent organisation which tries to resolve complaints between customers and financial organisations if we have not been able to resolve the complaint between Us. Our response to Your complaint will outline any deadlines You have to contact the Financial Ombudsman Service.

In relation to a complaint about Us, if You are an eligible claimant and wish to contact the Financial Ombudsman Service in relation to Your 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).

22. Redress

You are entitled to seek redress for unauthorised transactions, non-execution or defective or late execution of transactions, or charges and interest, only if You notify Us without undue delay, and in any event no later than 13 months after the debit date, on becoming aware of any unauthorised or incorrectly executed payment transaction.

23. Your Information

We are a member of PayPoint Group . For more information about other PayPoint companies, please visit www.paypoint.com

We collect and process various categories of personal and financial information throughout Your relationship with Us, to allow Us to provide our products and services and to run our business. This may include basic personal information such as name and contact details, and information about Your organisation's financial circumstances, Your accounts and transactions. Please see our privacy policy for more information at: www.paypoint.com

We may use the data You provide to Us to make the payments as instructed.

24. Liability

Nothing in this Contract excludes or restricts liability for fraud or death or personal injury resulting from negligence.

To the extent permitted by law, We are not responsible for any losses caused by circumstances beyond Our control such as where the situation was abnormal or unforeseeable (for example, due to force majeure).

Whilst we will use all reasonable endeavours to provide You with a good level of accuracy and timeliness in performing the Services, You acknowledge and accept that as we rely on the services of third parties (for example payment systems) in performing certain elements of the Services, no warranty, guarantee or representation is made by Us that the Services are completely free from delays, errors, inaccuracies or omissions.

In no circumstances are we liable in contract, tort (including, without limitation, negligence), or for breach of statutory duty or otherwise arising by reason of or in connection with this Contract for loss (whether direct or indirect) of profits, business, goodwill or anticipated savings or for any consequential or indirect loss whatsoever.

Excluding Our applicable obligations under the PSRegs and in particular Our safeguarding obligations, our liability to You in contract, tort (including, without limitation, negligence), or for breach of statutory duty or otherwise arising by reason of or in connection with this Contract or howsoever otherwise shall be limited to an amount equating to the Annual Liability for any incident or series of incidents related or unrelated in any period of 12 (twelve) months, for the purposes of ascertaining whether such monetary limitations apply.

25. Fraud

You may be liable for all losses incurred in respect of an unauthorised payment transaction if You have acted fraudulently; or have with intent or gross negligence failed to comply with Your obligations such as failing to keep Your security credentials secure.

26. Force majeure

Neither party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform any of its obligations, if the delay or failure was due to any cause beyond the Party's reasonable control including (without limitation) flood, fire, acts of terrorism, civil disturbance, acts of any government or authority, revocation of any licence or consent, default of any supplier or direct sub-contractor, failure of any power supply, theft, malicious damage, strike lock-out or industrial action or other labour disputes (whether or not relating to either Party's workforce), or issues associated with Us, or the failure of any machine computer data processing system or network failures or communication link or failure in manufacture, production or the act or omission of Government or supply by third parties of equipment or services or failure in or interruption of a banking system or banking infrastructure or by any other circumstance whatever beyond its reasonable control.

27. Variations for Regulatory and Compliance

If there is any change in the law (including judicial interpretation) or in any statute, statutory instrument, order, directive or regulation or in any guidance notes or codes of practice which affects our ability to provide the Services, we will give You written notice of the change.

We can at our sole discretion either amend the Services so they comply with such change or immediately terminate the provision of the Services without any liability to You.

We reserve the right to change this Contract by notice in writing to You if it is required for compliance with our legal, regulatory and/or tax obligations.

Any operational changes arising from legal or regulatory obligations will be notified to You in accordance with the terms of this Contract.

28. Customer Due Diligence

You agree we may conduct Customer Due Diligence on Your organisation and its representatives. You agree this maybe when You open the account and on an ongoing basis thereafter. You consent and agree that we may be required to disclose data (including but not limited to personal data) arising from this Contract for legal, compliance and regulatory purposes.

You agree You have and will obtain the consent of any beneficial owner, director, partner or other similar party required for Us to undertake the appropriate regulatory checks on individuals including but not limited to "Know Your Customer", customer due diligence and anti-money laundering checks and/or identity validations.

We may without liability to You be entitled to terminate this Contract if any such consents are not provided. If there is any such termination, You will not be refunded any Set-Up Fee or other payment made in relation to this Contract.

29. Contact Details

To report any suspected fraud or suspicious activity on the Payment Account, contact;

financeoperations@paypoint.com

For any other issues in relation to the Payment Account please contact:

financeoperations@paypoint.com

30. Roles Parties

- PayPoint Payment Services Limited is the payment service provider.
- PayPoint Network Limited is a Technical Service Provider and payment agent to Us.
- PayPoint Collections Limited is a payment agent to PPSL and our nominee for receipt of payments from You.

31. Information Requirements

With effect from the Commencement Date, We shall, our own cost, provide information in relation to a Payment Order to You by the provision of the daily transaction file such file to be provided within 24 hours of such Transaction date.

The information shall include but is not limited to.

- a reference enabling the payer to identify the payment transaction and, where appropriate, information relating to the payee;
- the amount of the payment transaction as specified in the Payment Order.
- the debit value date or the date of receipt of the Payment Order.

The following information will be provided via the Buyer Portal and/or billing process;

- The currency in which the Buyer's payment account is to be debited or in the currency used for the Payment Order. Unless otherwise agreed in writing by the parties, the currency will be pounds Sterling;
- the amount of any charges for the payment transaction applicable to and/or associated with the Payment Order and, where applicable, a breakdown of the amounts of such charges;
- Any other fees or charges due as specified in this Contract.

We may provide such other information to You by e-mail as We are required to provide to You in accordance with the PSRegs if so requested by You. Such email to be provided within seven (7) business days of Your request.

32. Assignment and Novation

Due to the regulatory nature of the Service, You shall not be entitled to assign and/or novate the benefit, in whole or in part, of any rights or obligations under this Framework Agreement.

We may assign or novate this Contract to another entity in the PayPoint Group upon the provision of notice in writing to you. Subject to any such novation and/or assignment being to an entity authorised and accredited to provide the Services.

33. General

This Framework Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior understandings, representations, transactions or communications, whether written or oral, as to the subject matter hereof. Each party acknowledges that it has not entered into this Framework Agreement in reliance on any representation other than any representations expressly specified in this Contract.

The Parties acknowledge that from time to time variations, deletions or additions may have to be made by them to this Framework Agreement. No such variations, deletions or additions shall be effective except by agreement in writing between the parties.

Any forbearance or delay on the part of any party in enforcing any of the provisions of this Framework Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right thereafter to enforce the same.

Annex 1 – Payment Instructions

Payment Instructions
Instructions cannot be amended after the Transaction has taken place or been initiated. Instructions can be sent by the Buyer Portal or as a Volume Payment Instruction.

1. Standing Instructions – Trusted Beneficiaries

1.1. You authorise Us to make payments from the Payment Account to PayPoint Collections Limited associated with the execution of a Payment Order. These entities will be regarded as Trusted Beneficiaries for the purposes of Strong Customer Authentication (as defined in the PSRegs 2017).

1.2. We reserve the right to decline to make a payment if it is in contravention of legislation applicable to the payment services including but not limited to the Payment Services Regulations 2017 and the Money Laundering Regulations 2017 and/or any applicable legislation.

1.3. This instruction is given by You as a standing instruction for the payment of a variable amount.

1.4. We will provide You with the name and bank account details of Your Trusted Beneficiaries when You provide the initial authentication and once per annum thereafter on the anniversary of the Agreement.

1.5. When You set up the Trusted Beneficiaries for the first time we will apply the appropriate authentication to the process including if applicable strong customer authentication. Due to security and regulatory obligations, the type and form of authentication may vary from time to time. We may require authentication of Your designated contacts to be conducted more than once during the term of the Agreement.

1.6. The term Trusted Beneficiaries is as defined in the European Banking Authority Regulatory Technical Standards Strong Customer Authentication or such other standards as the Financial Conduct Authority may agree from time to time.

2. Instructions for Volume Payments bulk submissions

2.1. Subject to the appropriate integrations and security being in place You may instruct Us to send Vouchers to individuals by sending a Payment File to Us in the approved format.

2.2. When You or You Accredited Service Provider send instructions to Us for more than one payment, the instruction will be accepted subject to the instruction containing the appropriate information and the unique identification code or such other identification as required for compliance with strong customer authentication.

2.3. Once the Voucher is issued in accordance with this instruction and is authenticated as presented at a Retail Outlet, a Payment File is generated so We can send the payment to the appropriate Trusted Beneficiary.

3. Changes

3.1. Instructions cannot be amended after the Transaction has taken place or has been initiated.

4. Evidence of Authentication

4.1. If You deny having authorised an executed payment transaction, or claim a payment transaction has not been correctly executed, We will, if applicable provide You with evidence the payment was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency in the service provided by Us.

5. Refunds for Unauthorised Payments

5.1. If an executed payment transaction was not authorised by You, You will be refunded the amount of the unauthorised payment transaction to You and where applicable, restore the debited account to the state it would have been in had the unauthorised payment transaction not taken place.

5.2. We will refund You as soon as practicable, and in any event no later than the end of the business day following the day on which We becomes aware of the unauthorised transaction.

5.3. A refund will not apply where We have reasonable grounds to suspect fraudulent behaviour by You.

5.4. When crediting a payment account We shall ensure that the credit value date is no later than the date on which the amount of the unauthorised payment transaction was debited.

6. Funding Requests

6.1. The following Funding Requests shall be made to You:

6.1.1. Requests for invoice payments;

6.1.2. Requests for any other Charges due under the Agreement.

6.2. A Funding Request must be paid within 5 (five) Banking Days of the date of the request.

6.3. We may suspend and/or terminate the Agreement if the relevant Funding Request is not paid on or before the due date.

6.4. Payments by You to Us shall discharge Your liability to pay PPSL to the value of the payment received.

6.5. Upon termination of the Agreement PPSL shall return any funds remaining in the Payment Account less any payments pending from the payment account.

6.6. You authorises Us prior to the returning of the funds any to make a payment to the Service Provider in respect of any Charges due and/or outstanding under this Contract.

Annex 2 – Amendments for Micro Enterprises, Small Charities and Consumers

1. Scope

1.1. These variations to the Payment Service Terms apply to the following:

a) A Micro Enterprise is a corporate body with less than 10 employees and a turnover/balance sheet of less than Euro 2 million (or equivalent).

b) A Small Charity is an organisation with turnover of less than £1 million.

c) A Partnership being an unlimited or limited partnership of less than 3 partners.

2. Variation

2.1. The declaration in Corporate Opt Out section does not apply.

3. Obligations

3.1. If You are Micro Enterprise or a Small Charity and We are responsible to You for an incorrect executed transaction, or You tell us that there has been an unauthorised transaction on Your account, and We cannot show that the payment was in fact authorised by You.

3.2. We will, unless We have reasonable grounds to suspect fraud, or another term of this Contract indicates You are liable for the Transaction refund to Your account the amount of the Transaction.
3.3. We will refund an interest if charged by Us if it is directly incurred on the account because of the Transaction or payment which would not have been incurred if We executed the transaction correctly or had the unauthorised transaction not been made.
3.4. We will do this by the end of the next business day after we become aware of the incorrect or unauthorised transaction.
3.5. We have no further liability for such a transaction.
3.6. If We can prove You acted fraudulently, You will be liable for all payments of the account that We could not stop.
3.7. We will not be liable for any unauthorised transactions made using Your credentials, unless We can prove you have been grossly negligent with Your credentials You will be liable for all payments on the account that We could not stop.
3.8. You will not be liable for any payments that take place after You have told us, the credentials have been lost stolen, or could have been misused.
3.9. You will not be liable for any payments if;
  3.9.1. We have failed to tell you how to report the credentials as lost stolen or capable of being misused or if You could not detect that your credentials have been mis-used including because You did not receive them.
  3.9.2. We did not apply strong customer authentication to the payment when there is a regulatory requirement to do so.
  3.9.3. Where the payment instruction is initiated by a payee.
3.10. You are liable for unauthorised transactions on Your account up to the value of £35 (thirty-five pounds Sterling) or such other level as may be determined or specified by statute at the time.

4. Authorised Push Payments

4.1. An Authorised Push Payment (APP) fraud is a transfer of funds across Faster Payments, CHAPS or an internal transfer, authorised by You where:
  4.1.1. You intended to transfer funds to another person, but was instead deceived into transferring the funds to a different person; or
  4.1.2. You transferred funds to another person for what they believed were legitimate purposes, but which were in fact fraudulent.

5. How to make a claim

5.1. You must let us know immediately if You believe You have sent a payment to a fraudster's bank account.
5.2. You must make a claim within 13 months of sending the payment, or the last payment if You sent more than one.
5.3. You can make a claim in relation to APP fraud for any amount, but We will only refund up to a maximum of £85,000. This limit is set by the Payment Systems Regulator and may be amended by the regulator from time to time.
5.4. You should also report the matter to Action Fraud and the police or allow Us to share information with the police if necessary.
5.5. We will investigate the information You share and refund You within five business days. But if We need more time to investigate, it may take up to 35 days.

5.6. We will not refund your money if you provide false details or pretend to be someone else.

6. Where can you find more information

6.1. You can find more information in the PSR Guide or on the UK Finance website at www.ukfinanceorg.uk .

7. Consumer Standard of Caution

7.1. You should always be careful and cautious when making payments. This means meeting the "Consumer Standard of Caution".

7.1.1. You need to follow any advice or warnings provided by Us and any law enforcement agency such as the policy. This may include advice on how to check that Your payment is genuine, or an alert to advise that We think it may be fraud.

7.1.2. We and/or law enforcement agency will never ask You to transfer money to protect Yourself from fraud. When contacting You, We will verify Our identity and will expect You to verify Yours.

7.1.3. You must report the fraud as soon as you can, and no more than 13 months after the last fraudulent payment was made.

7.2. We may ask You for additional information about Your claim. You need to make sure You respond to these requests.

7.3. Once You have made a claim, We may ask you to report the details of the fraud to the police, or We may offer to do this on Your behalf. You should consent to these steps being taken where possible and reasonable.

8. Exclusions

8.1. We will not be able to reimburse money lost in an APP fraud if You have shown a significant degree of carelessness (known as 'gross negligence') when making a payment. This would mean You would not have met the Consumer Standard of Caution.

9. Other Exclusions.

9.1. Time exclusions (e.g., claims made before 7 October 2024 or as specified above claims submitted more than 13 months after the final payment to the fraudster).

9.2. International payments.

9.3. Payments which take place across other payment systems (e.g. MasterCard or Visa)

9.4. Scam payments made using cheques and cash.

9.5. Payments made to an account the consumer controls, or payments that are not authorised by the consumer ("unauthorised payments'). Unauthorised payments are covered in Our standard terms.

9.6. Payments in relation to civil disputes.

9.7. Where payments are sent or received by credit unions, municipal banks and national savings banks.

Schedule 1 - Ancillary Services

1. Application

1.1. These terms are supplemental to the General Terms. Save to the extent expressly varied herein, the terms of the General Terms shall apply.

2. Web Service

2.1. During the Term, and subject to the Buyer performing its obligations under this Contract, the Buyer is granted a limited, non-exclusive, non-transferable, non-sub-licensable right and licence to access and use the Web Services solely as necessary to request, create, manage, purchase and (where, as provided as part of the Web Services, a Voucher is to be sent by Customer SMS), distribute individual Vouchers or batches of Vouchers as contemplated by, and pursuant to, this Contract.

2.2. Following the Commencement Date and payment of the requisite Set-Up Fees and Pre-Funding amount, a Buyer Profile is created and shall provide the Buyer (via the Account Management Contact) the Supervisor Access Identifier and Access Identifiers for all initially required Users.

2.3. Access to the Web Services shall only be granted during Operating Hours.

3. Supervisors

3.1. The Access Identifiers are for each Supervisor's or User's personal use only. Supervisors and Users must not sell, transfer, or otherwise dispose of, disclose or provide its Access Identifiers to any other person.

3.2. Supervisors shall be entitled at any time to request a change to a User's details by either using the appropriate function through the Web Service or by sending an email to the Supplier E-mail Address. If such a request is made, new unique Access Identifiers shall be provided.

3.3. Access to the Web Services shall be restricted to each Supervisor's and User's individual IP addresses as notified to the Supplier if so requested by the Supplier.

3.4. The Buyer remains responsible for maintaining the secrecy and the security of the Access Identifiers provided to them.

4. Buyer Responsibilities

4.1. The Buyer must not:

4.1.1. Interfere or attempt to interfere in any manner with the functionality or proper working of the Web Service;

4.1.2. Modify, alter, tamper with, repair or otherwise create derivative works included in the Web Service; and

4.1.3. Reverse engineer, disassemble or decompile the Web Service.

4.2. The Buyer is fully responsible, subject to the appropriate review by the Supplier acting in good faith, where there is a reasonable indication of failure on the part of Buyer to keep the Access Identifier secure and/or restrict access to authorised personnel, the Supplier shall bear no liability, for all activities that occur under its Access Identifiers, regardless whether such activities are authorised or unauthorised, or whether they are conducted by the Supervisor or Users or by third parties unless such activities are directly attributed to the fraudulent or negligent acts or omissions of the Supplier.

4.3. Unless otherwise stated on the Pricing and Funding Schedule, Users (other than Finance Users) shall be granted access via their Access Identifier, individual IP address and access rights to the Web Services to create individual Vouchers up to £100 (one hundred pounds). Users may upload a .csv or .xls file should multiple Vouchers be required. Such multiple Vouchers shall be created as a batch. Vouchers created shall be specified as being presented for cash, or, in the case of a utility Voucher for energy, for another agreed form of value. Delivery of the Vouchers shall take place by the method specified in the relevant Pricing and Funding Schedule. Finance User's access rights are restricted to running reports only.

5. Users

5.1. Users shall only create Vouchers to their individual limits as specified in the Pricing and Funding Schedule unless such limits are varied by a Supervisor. However, Supervisors and Users shall only create Vouchers to the value of the Buyer's daily or Weekly Voucher Value Limit, as specified in the Pricing and Funding Schedule, unless otherwise agreed by PPSL in writing. In addition, for cash payments each Customer is limited to a maximum of £200 (two hundred pounds) per day.

5.2. In the case of Level 2 Users, once created the Vouchers must be additionally approved by a Supervisor. Vouchers created will be held in a queue until approved.

5.3. Once approved by the system, the Vouchers shall be displayed as part of a Customer Letter. The Customer Letter or Customer E-mail can be on electronic medium, printed and sent by post, or can be sent via e-mail to the relevant Customer for printing or scanning, or via Customer SMS as specified on the relevant Pricing and Funding Schedule.

5.4. Where a User/Supervisor requests delivery by Customer SMS, and Customer SMS is a Buyer option, the Buyer shall remain responsible for providing correct mobile telephone numbers.

5.5. Where the Pricing and Funding Schedule specifies that Vouchers are to be delivered by post or email the terms in the Work Order shall apply to the relevant Pricing and Funding Schedule.

5.6. Users and Supervisors shall be able to view the status of all created and queued Vouchers that are awaiting approval, to ascertain whether a Voucher has been presented for payment by the Customer, and such Users and Supervisors shall be entitled to cancel a created and approved a Voucher, at any time before the Voucher is presented.

5.7. The Supplier shall provide the Customer SMS functionality as part of the Web Service only if such SMS service is specified in the Pricing and Funding Schedule.

6. Web Service Downtime and Suspensions

6.1. The Supplier shall use reasonable endeavours to ensure any scheduled maintenance, upgrades or modifications to the Web Service are conducted outside of Operating Hours.

6.2. If such scheduled work is required during Operating Hours then the Supplier shall use reasonable endeavours to provide no less than 14 (fourteen) days' prior notice to You.

6.3. In addition to the Supplier's right to terminate or suspend the provision of Services for breach by the Buyer of its obligations under this Contract, the Buyer acknowledges that its access to the Web Service may be immediately suspended if:

6.3.1. Emergency maintenance is required;

6.3.2. There is, or is suspected to be, a security breach or a denial of service attack or other attack on the Web Service and the action is required to protect the integrity of the Services and/or Transactions;

6.3.3. There is any other event, including fraud, which, at the Supplier's sole discretion, may create a risk to the Web Service, the Buyer or any other the Supplier Buyer if the Web Service is not suspended; or

6.3.4. It is required due to regulatory and/or legal reasons.

7. Platform Integrations

7.1. Where the parties agree an integration to the Service, the Supplier will make available to the Buyer such of the following as are reasonably required to facilitate the integration;

7.1.1. Integration Guide being the procedures, guidance and overviews and/or
7.1.2. API integration documentation

7.2. The integration will be in accordance with the processes and procedures references in the Integration Guides and API integration documentation as applicable.

8. Intellectual Property

8.1. The provisions of Call Off Schedule 1 – Intellectual Property Rights shall only apply to IPR provided by the Supplier and/or the Supplier sub-contractors.

8.2. Providing always, that IPR in connection with the Services provided by Pay.UK, Pay.UK Participants, Pay.UK suppliers, the Banking Infrastructure, Open Banking and/or OBIE or any other industry body is hereby excluded. With respect to any such IPR the Supplier and/or PPSL will providing licensing that will flow down from the terms made available to the Supplier and/or PPSL.

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Service Terms – Open Payments

These terms for part of the Contract if the Service is selected.

1. Application

These terms are supplemental to the Service Terms - Payment Services. Save to the extent expressly varied herein, the terms of the Service Terms – Payment Services shall apply.

2. Definitions

AIS	Account Information Service.
Communication:	The message sent by the Buyer to the Customer by SMS or e-mail inviting the Customer to confirm the Customer's preferred payment method.
CoP Request	A request to confirm the Customer Bank Account details via a Confirmation of Payee Request.
Customer Bank Account:	The payment account held in the name of the Customer with a bank and/or e-money issuer, provided always that such an account is required to have a sort code applicable to the account.
Bank Only	The issuance of a Voucher that will only permit the Customer to make a payment into the Customer's Bank Account. A cash payment option is not available if this type of Voucher is issued.
OBIE	Open Banking Implementation Entity or any successor thereto responsible for standards, rules and/or

	specifications applicable to use of the open banking infrastructure.
Pending Instruction:	The instruction by the Buyer to initiate a payment for a specified amount at a future point in time upon confirmation by the Customer of the payment method.
Payment Screen:	The webpage represented by the URL in the email or SMS used to deliver the Voucher.

2. Commencement

2.1. The Service will commence on the Commencement Date as specified in the Service Details.

3. Customer Communication

3.1. The Buyer may, via the Buyer Portal or the API, issue a Communication to their Customer.
3.2. The Communication to the Customer will be via SMS, e-mail and/or Adobe PDF as instructed by the Buyer.
3.3. Generation of the Communication will create a pending Payment Instruction.

4. Content of Communication

4.1. The Communication will include:
4.1.1. The amount due to be paid;
4.1.2. The option for the Customer to select their preferred method of payment;
4.1.3. The payment options available being:
4.1.3.1. Payment in cash; or
4.1.3.2. Payment into a Customer Bank Account.
4.2. If the Buyer elects to only use the Credit Transfer Transaction functionality (a SecurePay Transaction), the Communication will include:
4.2.1. The amount due to be paid;
4.2.2. The payment options available being payment into a Customer Bank Account. The cash option will not be available for a SecurePay Transaction.

5. Payment into a Customer Bank Account.

5.1. If the Customer selects the payment into Customer Bank Account option or receives a Credit Transfer Transaction only Voucher, they are required to provide valid Customer Bank Account details which must include the following;
5.1.1. Name of account holder;
5.1.2. Account number;
5.1.3. Sort Code.
5.2. Once selected, the Customer Bank Account details will be included in the Buyer's pending Payment Instruction and the payment will be sent from the Buyer's Bank Account to the Customer via Faster Payments at the interval stated on the Pricing and Funding Schedule.
5.3. PPSL is not liable to the Buyer and/or the Buyer's Customer if the Customer enters the wrong bank account details or it the payment requested is in breach of any Applicable Laws, regulatory and or statutory obligations.

5.4. To the extent permissible by the Bank Account selected and subject to compliance with OBIE rules and procedures, the Customer will be required to conduct an account information enquiry prior to providing the Customer Bank Account details to the Buyer.

5.5. Where the Buyer selects the Bank Only option, the Customer will only be able to make a payment into the Customer Bank Account and the option to select a cash payment will not be available.

6. Payment by Cash

6.1. If the Customer selects the payment in cash option, the selection will be submitted and a Voucher will be sent to the Customer.

6.2. The Voucher can be presented for the Customer to receive payment at an Agent Outlet.

6.3. Once the Voucher is presented at the Agent Outlet and authorised by the system;

6.3.1. The pending Payment Instruction will be confirmed;

6.3.2. The Customer will receive payment in cash;

6.3.3. The corresponding payment for the value of the Voucher presented and authorised is made by PPSL to PPSL.

6.4. The terms and conditions applicable to the cash payment shall be a specified in the Framework Agreement.

7. Cancellation of the payment method by Customer

7.1. When the Customer selects payment by cash, the Customer can cancel the request by contacting the Buyer in the manner provided by the Buyer to their Customer.

7.2. The cancellation request must be made by the Customer to the Buyer and not to PPSL.

7.3. If the Buyer wants to cancel the payment by cash to the Customer, the Buyer may activate the cancellation in accordance with Clause 7 (Cancellation of payment by Buyer).

7.4. The cancellation of the Voucher can only take place prior to the presentment of the Voucher at an Agent Outlet.

7.5. When the Customer selects the payment into Customer Bank Account option, the Customer will receive a text message notifying them of the payment method selected.

7.6. If the Customer does not recognise the instruction, the Customer may contact the Buyer in the manner provided by the Buyer to their Customer.

7.7. If the payment has not been made, and the Buyer wants to cancel the payment to the Customer Bank Account the Buyer may activate the cancellation in accordance with Clause 8 (Cancellation of payment by Buyer).

7.8. The parties acknowledge, that PPSL may by notice in writing amend the process described in this clause 8 (Cancellation of the payment method by Customer) from time to time to reflect industry, legal and/or regulatory practice.

8. Cancellation of payment by Buyer

8.1. If the Buyer believes there has been an error and/or omission in relation to a Communication, the Buyer is entitled to:

8.1.1. Cancel a cash payment by cancelling the Voucher, provided such cancellation takes place prior to the Voucher being presented and authorised at a Agent Outlet; or

8.1.2. Cancel a cash payment prior to the Voucher expiry date or the date the Voucher is presented (whichever is the sooner).

8.2. If the Buyer cancels a payment in cash or to the Customer Bank Account, the Buyer must issue a notice to the Customer of the cancellation.

8.3. The request by the Buyer for cancellation of the payment may be made via the Buyer Portal.

9. Settlement

9.1. The Buyer shall not issue any Communication to their Customer unless the funds to the value specified in the Communication have previously been paid into the Payment Account.

9.2. The funding by the Buyer of payments to be made to their Customer(s) is in accordance with Service Details.

10. Regulatory Changes

10.1. If during the Term of this Contract any matter shall arise as a result of any change in the law (including judicial interpretation) or in any statute, statutory instrument, order, directive or regulation or in any guidance notes or codes of practice which affects PPSL's ability to provide the Services, then PPSL, on written notice to the Buyer, shall be entitled to either amend the Services so that they comply with such change or immediately terminate the provision of the Services without any liability to the Buyer.

10.2. PPSL may seek to amend, vary, suspend and/or terminate the Contract if any permission, exemption, variation, consent and/or accreditation required to offer the Service is amended, terminated, declined, suspended and/or expires.

11. KYC, AML and Other Regulatory Requirements

11.1. PPSL will at its sole discretion, conduct such assessment, checks and/or actions appropriate to the Services, including but not limited to and to the extent applicable reviews in relation to sanctions, anti money laundering and anti terrorism.

11.2. If any such actions identify that a payment cannot be made or processed, to the extent permissible by law, the Supplier on behalf of PPSL will notify the Buyer of the payment impacted.

11.3. As part of the Credit Transfer Transaction the Customer may use AIS to validate the Customer Bank Account to which the Customer requests the payment is made and the Buyer instructs PPSL to make a CoP Request, to verify the name of the account an is consistent with the Buyer's records of the Customer to be paid.

11.4. The use of the CoP Request and the AIS request is conditional upon the Customer's bank being available to respond to any such request.

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Service Terms - E-Gift Card (Love2Shop)

These terms for part of the Contract if the Service is selected.

1. Application

1.1. These terms are supplemental to the Payment Service Terms. Save to the extent expressly varied herein, the terms of the Payment Service Terms shall apply.

2. Definitions

2.1. Additional Definitions

Authorisation (Authorised)	The confirmation sent to the Third Party Provider that the Voucher is valid and current.
e-Gift Card	A voucher, code, card or similar that enables a Customer to make a purchase of goods or services from an individual retailer and/or from a limited network. The E-Gift Card (if selected) may be for restricted including but not limited to food, clothing and/or white goods.
Redeemed, Redemption	The processing of a E-Gift Card code to obtain a E-Gift Card via a Third-Party Provider Website.
Third Party Provider	Park Retail Limited (trading as Love2Shop)
Third Party Provider Website	www.love2shop.co.uk or such other website as may be notified to the Buyer in writing from time to time.
Voucher	For the purposes of this Annex 1- Supplemental Terms for E-Gift Cards, the Voucher will only be redeemed via the Third Party Provider Website and may not be presented for cash payment at any Retailer Outlet.
Voucher Redemption Period	The period as specified in the Pricing and Funding Schedule.
Voucher Value Limit	The limit on the value of the E-Gift Card, which shall be as specified in the Pricing and Funding Schedule

3. Commencement

3.1. The Service will commence on the Commencement Date as specified in the Service Details.

4. Service Description

4.1. The Buyer Portal has functionality to enable a Buyer to make a payment to a Third Party Provider for the purchase of E-Gift Cards.

4.2. The Buyer may use the Buyer Portal to generate a Voucher to be sent to the Customer.

4.3. The generation of the Voucher creates a pending payment instruction to PPSL to make a payment to the Third-Party Provider for the purchase of a E-Gift Card.

4.4. Upon the presentment of the Voucher by the Customer on the Third-Party Provider's Website, the Voucher will be subject to an Authorisation. If the Authorisation is successful, the Voucher is redeemed to purchase a Gift Voucher.

4.5. The value of the Voucher issued by the Buyer must be no greater than the Voucher Value Limit.

4.6. Vouchers presented on the Third-Party Provider Website after the expiry of the Voucher Redemption Period will not be Authorised.

5. Settlement and Payment Instruction

5.1. The Buyer instructs PPSL to make a payment to the Third-Party Provider in respect of all Vouchers authorised.

5.2. The payment to the Third-Party Provider discharges PPSL's obligation on behalf of the Buyer to make the payment with regard to authorised Vouchers.

5.3. The Buyer cannot issue any Vouchers in relation to E-Gift Cards, unless the funds are available in the Buyer's Payment Account.

5.4. PPSL reserves the right to suspend and/or terminate the Service if the funds required to make the payments are not available.

5.5. The Buyer agrees the Third-Party Provider shall be regarded as a Trusted Beneficiary for the purpose of the Contract.

5.6. The Funding Requests and settlement will be as specified in the Contract.

6. Cancellation

6.1. The Voucher cannot be cancelled after the Authorisation has been provided to the Third-Party Service Provider.

6.2. The Buyer must give PPSL notice of any Vouchers that are lost by the Customer. If the notice is received prior the Authorisation, PPSL will take all reasonable steps to cancel the Voucher.

6.3. The Buyer shall instruct the Customer to report any problems in relation to the E-Gift Card including, but not limited to, the loss of the E-Gift Card to the Third-Party Provider.

7. Use of the E-Gift Card

7.1. The use of the E-Gift Card is subject to the terms and conditions as published by the Third-Party Provider. The terms and conditions are specified on the Third-Party Provider's Website.

8. Liability in relation to the E-Gift Card

8.1. PPSL is not responsible for liable for the use of the E-Gift Card by the Customer.

8.2. PPSL is not liable for any issues in relation to either the use of the E-Gift Card by the Customer and/or the provision of the E-Gift Card to the Customer. In the event of such issues, the Buyer should look to the terms and conditions provided by the Third-Party Provider.

8.3. PPSL is not liable for the performance of the Third-Party Provider's Website and/or services provided by the Third-Party Provider in relation to the E-Gift Card.

9. Reporting

9.1. The Buyer will receive a report of all Vouchers used to purchase E-Gift Cards including the time and date each Voucher was Authorised.

10. Charges

10.1. The Charges for the E-Gift Card Service will be as specified in the Pricing and Funding Schedule. The invoicing and payment terms will be as specified in the Contract.

11. Variation of Third-Party Provider

11.1. PPSL may at its reasonable discretion vary and/or amend the Third-Party Provider. including but not limited to if the Third Party Provider;

11.1.1. ceases to offer E-Gift Card(s); and/or

11.1.2. fails to provide and/or maintain the integration to PPSL; and/or

11.1.3. terminates the service and/or product or changes the service and/or product in such a way as to have a material impact on the service; and/or

11.1.4. does not provide service performance in accordance with PPSL's reasonable requirements; and/or

11.1.5. PPSL has concerns with regard to the financial status of the Third-Party Provider.

Service Terms - Confirmation of Payee and Payer Name Verification

These terms for part of the Contract if the Service is selected.

Save to the extent expressly varied in these Services Terms the Payment Service Terms shall apply.

Background

A. PPSL is a participant authorised to initiate confirmation of payee requests to validate the identity of a payee ("Customer").

B. The Buyer wishes to make payments to individuals and use the CoP Service in order that the Buyer can verify the payee and reduce erroneous payments to third parties.

1. Interpretation

1.1. Additional Definitions

Bacs:	Bankers automated clearing system.
Banking Infrastructure:	The system used to process the CoP Requests.
Buyer Portal:	The functionality that allows the Buyer to submit CoP Requests, view CoP Request Response(s) and reports associated with the CoP Service.
Buyer Profile:	The Buyer's unique profile created as part of the Web Services.
Compliance Statement	The statement specified at the Appendix to these Service Terms
Confirmation of Payee Service:	The service provided to participants to verify the identity of a Payee.

COP Service:	The service to the Buyer to allow the Buyer to verify the payee.
CoP Request:	A request made by the Buyer to a Receiving Bank to verify information provided by a Customer relation to a bank account.
CoP Request Response(s):	The response(s) provided by the Receiving Bank indicating the validity of the details of the Payee.
CoP Rules	the operating guidelines, rulebook and other ancillary materials issued by Pay.UK as applicable to the use of the COP Service, as the same may be amended by Pay.UK from time to time;
Contracting Regulations:	Any legislation, regulation and/or, statutory processes and/or procedures applicable to the manner, duration and/or form of a contract to be entered into by the Buyer.
Customer:	The organisation and/or individual who is an account holder and to whom the payment is to be made by the Buyer.
Level 1 User:	Those Users nominated by the Buyer as specified on the Pricing and Funding Schedule who are provided with Access Identifiers and granted rights to self-authorise CoP Requests, but cannot change any User details or nominate further Users.
OBIE:	The Open Banking Implementation Entity and/or any successor thereto providing the access to the confirmation of payee [directory/register] via the Banking Infrastructure.
Operating Instructions:	The instructions on the processes and procedures to be used by the Buyer to access and/or use the CoP Service (as the same may be amended and published to the Buyer from time to time).
Payee:	The individual and/or entity due to receive the payment from the Buyer.
Payer:	The individual and/or entity due to a make a payment to a Payee.
Payer Name Verification:	The request to verify the name of the Payer in relation to a payment due to be received by the Payee is correct, for example the name used on a Direct Debit Mandate.
Pay.UK:	Pay.UK limited company number 10872449 trading as wearepay providing access to the confirmation of payee [directory/register].
Receiving Bank:	The financial institution receiving the message to verify the account holder information.
Supervisor(s):	The Buyer's nominated supervisor user(s), nominated by the Account Management Contact and provided with an Access Identifier and granted the rights to authorise all User CoP Requests, change any User details, nominate further Users and change User limits. Unless a Supervisor is also the Account Management Contact, a Supervisor shall not be entitled to receive the security access tokens for new Users.
Transaction:	The submission of a CoP Request to the Receiving Bank via the Banking infrastructure.
User Credentials:	The instructions including but not limited to Access Identifiers issued to permit a User to access the CoP Service.
Web Service:	The website located at the URL provided and notified to the Buyer by PPSL for use by the Buyer pursuant to the terms of this Contract, through which the Buyer can create and manage CoP Requests.

2. Commencement

2.1. The Service will commence on the Commencement Date as specified in the Service Details.

3. Service Overview

3.1. PPSL will provide the Buyer with a CoP Service.

3.2. Before making a payment to a new Customer the Buyer may use the CoP Service to make a CoP Request to verify the following information:

3.2.1. Customer's Account Name;

3.2.2. Customer's Account Number;

3.2.3. Sort Code for the Account Number.

3.2.4. if applicable, secondary reference data such as a building society roll number, and type of account of the person or organisation that their customer is asking to pay, against the details held on the account.

3.2.5. The type of CoP Request being made being a Confirmation of Payee or a Payer Name Verification.

3.3. Upon entering the information to be validated, PPSL will send the details to the Receiving Bank.

3.4. The Receiving Bank will provide a CoP Request Response with one of the following messages:

3.4.1. Yes (Match)

3.4.2. Close match.

3.4.3. No match.

3.4.4. Unable to verify.

3.5. The Buyer must establish their own risk parameter and internal procedures. In doing so, the Buyer should not rely upon a match to be the sole basis for proceeding with the payment.

3.6. Where a "Close match" is identified, the Buyer should establish which part of the information is incorrect and assess if the payment can proceed, be cancelled or suspending pending verification from the Customer of the information provided.

3.7. A "No Match" means the Payee's or Payer's name is incorrect and the Buyer should seek verification from the Customer of the name on the account before proceeding and re-enter the information to receive a "Match" message prior to making the payment.

3.8. If there is an "Unable to verify" message, the system was unable to verify the account name, this may be an error in the input date, a problem with the messaging or the Receiving Bank is not participating in the CoP Service

3.9. PPSL cannot guarantee the Receiving Bank is participating in the CoP Service.

3.10. The CoP Service is only available where the CoP Request is made in relation to UK based payments and accounts held with UK banks, building societies and other payment service providers.

3.11. The Receiving Bank will be responsible for determining if there is a match to the data supplied. For the purpose of the Contract PPSL will facilitate the communication of the match or other information but is not responsible for the content.

4. Service Availability

4.1. PPSL will take all reasonable steps to maintain the integrations required to Pay.UK and/or OBIE and its participants (as applicable) to provide the CoP Service.

4.2. PPSL will not be responsible to the Buyer for any failure to provide the CoP Service due to failure of the Open Banking system, third party systems or networks, a failure on the part of the Receiving Bank to respond to the CoP Request.
4.3. The CoP Request can be made during the Operating Service Hours.
4.4. The COP Service may be used in connection with push payment transactions such as Faster Payments and CHAPS, although some participants use Confirmation of Payee prior to making Bacs Direct Credit payments. PPSL is not making any payment to the Customer on behalf of the Buyer under this Contract.
4.5. PPSL cannot guarantee that all Customer payment accounts will be available for interrogation via the CoP Service.
4.6. PPSL is entitled to issue a variation to this Contract in the event the CoP Services is amended to include or remove the types of payments and/or accounts. Variations resulting from changes in CoP Rules and/or legislative or regulatory changes will take effect 30 (thirty) days after the date of notification unless such variations are required by the CoP Rules and/or or legislative or regulatory changes to take effect sooner.

5. Buyer Obligations
5.1. The Buyer shall ensure it has all necessary consents, permissions and/or authorisation required to make a CoP Requests.
5.2. The Buyer will not use the CoP Service in such a way as to disrupt the CoP Service and/or the CoP Services or in contravention of the Acceptable Use Policy and the CoP Compliance Statement.
5.3. The Buyer is responsible for the action of its Users.
5.4. The Buyer will submit CoP Requests via the Web Service and/or the Bulk Submission process.
5.5. The Buyer is not entitled to use the CoP Service for the submission of CoP Requests on behalf of third parties without PPSL's prior written consent.

6. Service Access
6.1. During the Term, and subject to the Buyer performing its obligations under this Contract, the Buyer is granted a limited non-exclusive, non-transferable, non-sub-licensable right and licence to access and use the Web Services solely as necessary to request, create, manage CoP Requests as contemplated by, and pursuant to, this Contract.
6.2. The Buyer may make the CoP Requests via:
6.2.1. the Buyer Portal (individually, via API or as a batch file);
6.2.2. such other submission method as specified in the Service Details or Pricing and Funding Schedule and must act in accordance with the instructions associated with the submission method used.
6.3. The Buyer must not:
6.3.1. Interfere or attempt to interfere in any manner with the functionality or proper working of the Web Service, API or Bulk Submission.
6.3.2. Modify, alter, tamper with, repair or otherwise create derivative works included in the Web Service or API; and
6.3.3. Reverse engineer, disassemble or decompile the Web Service or API.
6.4. Following the Commencement Date a Buyer Profile will be created and shall provide the Buyer (via the Account Management Contact) the Supervisor Access Identifier and Access Identifiers for all initially required Users.

6.5. PPSL shall provide initial training on using the Web Service by using such methods and at such dates as agreed between the Parties.

6.6. The Access Identifiers are for each Supervisor's or User's personal use only. The Supervisor(s) and Users must not sell, transfer, or otherwise disclose or provide its Access Identifiers to any other person.

6.7. The Buyer remains responsible for maintaining the secrecy and the security of the Access Identifiers provided by PSSL. The Buyer is fully responsible, and PPSL shall bear no liability, for all activities that occur under its Access Identifiers, regardless whether such activities are authorised or unauthorised, or whether they are conducted by the Supervisor or Users or by third parties unless such activities are directly attributed to the fraudulent or negligent acts or omissions of PPSL.

6.8. Access to the Web Services shall be restricted to each Supervisor's and User's individual IP addresses as identified to PPSL.

6.9. Users (other than Finance Users) shall be granted access via their Access Identifier, individual IP address and access rights to the Web Services to create CoP Requests. Users may upload a .csv or .xls file should multiple CoP Requests be required. Such multiple CoP Requests shall be created as a batch or such other method as provided for in the Operating Instructions. Finance User's access rights are restricted to running reports only.

6.10. Once approved in accordance with the Operating Instructions, the CoP Requests may be submitted.

6.11. Users and Supervisors shall be able to view the status of all created and queued CoP Requests that are awaiting approval, to ascertain whether a CoP Request has been submitted.

6.12. Prior to submission the CoP Request can be cancelled at any time.

7. Data

7.1. In relation to the CoP Service the Buyer is the Controller and PPSL is the Controller.

7.2. The Buyer and PPSL agree to process personal data in accordance with the Open Banking Standards to the extent applicable to the Confirmation of Payee Service.

7.3. The data processed is not sensitive data for the purposes of the Payment Services Regulations 2017.

7.4. The Buyer warrants that it has and will obtain the consent of any beneficial owner or other similar party required for PPSL to undertake the appropriate regulatory checks on individuals including but not limited to Know Your Customer and Anti-Money Laundering checks and validations. PPSL shall without liability to the Buyer, be entitled to terminate this Contract if any such consents are not provided. The Buyer will not be refunded any Set-Up Fees or any other payment made to PPSL in relation to this Contract.

7.5. For the purposes of this Contract in relation to the processing and exchange of Personal Data under this Contract the provisions of Joint Schedule 10 – Processing Data shall apply. The obligations of Joint Schedule 10 – Processing Data shall survive the termination of this Contract.

7.6. All Parties shall comply with their requirements pursuant to all applicable data protection law, including the Data Protection Act 2018, all amendments and updates thereto and replacements thereof as such requirements arise in connection with this Contract.

8. Assignment

8.1. The Buyer shall not be entitled to assign the benefit, in whole or in part, of any rights or obligations under this Contract.

8.2. If the Buyer wishes to transfer the benefit in whole or in part of any rights or obligations under this Contract to a third party, PPSL shall in good faith work to entering into a Contract with any such third party, subject to the appropriate CDD being applied.

9. Unauthorised Requests

9.1. The Buyer is responsible for the prevention of the use of the CoP Service to make unauthorised, malicious or excessive CoP Requests (“Unauthorised Use”) and for the submission and management of all CoP Requests.

9.2. The Buyer will notify PPSL if the Buyer becomes aware of Unauthorised Use of the CoP Service.

9.3. The Buyer will, if so requested in writing by PPSL provide PPSL: with details of the Unauthorised Use by the Buyer’s Users to prevent Unauthorised Use of the CoP Services.

9.4. If PPSL reasonably suspects that an act or acts of Unauthorised Use of the CoP Service or any other analogous illegal activity has taken place or may take place, the Buyer shall co-operate fully with any reasonable requests made by PPSL.

9.5. If PPSL, in its sole discretion (acting reasonably at all times) believes that the Buyer is not fully co-operating with its requests, PPSL shall be entitled to require the Buyer to make all necessary changes to the Unauthorised Use measures and the Buyer shall bear all reasonable costs of making such changes.

9.6. Where the Buyer continues not to co-operate with PPSL pursuant to this clause 9 (Unauthorised Requests), PPSL shall be entitled (acting reasonably at all times) to suspend the CoP Services indefinitely until such co-operation is forthcoming and where the Buyer continues to not co-operate, PPSL shall be entitled to terminate this Contract immediately.

9.7. The Buyer warrants that during this Contract, it shall comply with all applicable laws and regulations relating to the CoP Service and all other analogous legislation and regulations, and a failure to do so shall entitle PPSL (acting reasonably at all times) to suspend the CoP Services indefinitely until such time as the Buyer complies with such laws and regulations, and where such failure to comply continues, PPSL shall be entitled to terminate this Contract immediately.

9.8. The Buyer shall indemnify PPSL in relation to any loss or damage suffered as a result of a failure of the Buyer to comply with clauses 9.1 to 9.4 (Unauthorised Requests) inclusive.

9.9. Nothing in clauses 9.1 to 9.5 (Unauthorised Requests) inclusive shall be construed as a waiver of any other rights of PPSL under this Contract.

10. Regulatory Changes

10.1. If during the Term of this Contract any matter shall arise as a result of any change in the law (including judicial interpretation) or in any statute, statutory instrument, order, directive or regulation or in any guidance notes or codes of practice which affects PPSL’s ability to provide the CoP Services, then PPSL, on written notice to the Buyer, shall be entitled to either amend the CoP Services so they comply with such change or immediately terminate the provision of the CoP Services without any liability to the Buyer.

10.2. PPSL may amend, vary, suspend and/or terminate the Contract if any permission, exemption, variation, consent and/or accreditation, CoP Rules, required to offer the CoP Service is amended, terminated, declined, suspended and/or expires.

11. Complaints

11.1. In addition to the complaints process referenced elsewhere in this Contract, the Buyer may raise a complaint by contacting PPSL by e-mail at clientservices@paypoint.com or by post to Complaints, PayPoint Payment Services Limited, 1 The Boulevard, Shire Park, Welwyn Garden City, Hertfordshire, AL7 1EL.

12. Service Provider Support Services

12.1. The parties acknowledge that for operational purposes certain functions may be performed as by other entities within the Buyer's Group ("Buyer Processor") if specified in the Service Details.

12.2. To the extent any obligations applicable to the Buyer are performed by a Buyer Processor, the Buyer is liable for the actions of any such Buyer Processor.

12.3. The Buyer will ensure that where Buyer Processor provides support to the Buyer, in obtaining data in relation to a CoP Request a third party, the Buyer Processor obtains all the necessary consents for the submission of the CoP Request to enable the Buyer to fulfil their obligations under this Contract.

12.4. The Buyer remains liable for the CoP Request submitted by the Buyer.

13. Regulatory Review

13.1. The Buyer consents to and acknowledges that PPSL may be required to disclose data (including but not limited to personal data) arising from this Contract for legal, compliance and regulatory purposes.

13.2. The Buyer warrants that it has and will obtain the consent of any beneficial owner, director, partner or other similar party required for PPSL to undertake the appropriate regulatory checks on individuals including but not limited to "know your customer" ("KYC"), customer due diligence and anti-money laundering checks and/or identity validations.

13.3. PPSL shall without liability to the Buyer be entitled to terminate this Contract if any such consents are not provided.

13.4. The Buyer will comply with and provide all assistance with the additional customer due diligence requirements as specified in CoP Compliance Statement.

CoP Compliance Statement

1. Mutual Compliance Statement

1.1. When submitting a CoP Request, each party will comply with the CoP Rules as the same may be amended from time to time.

1.2. For the purpose of this Compliance Statement the End User is the organisation making the CoP Request on by the Buyer on their own behalf or a Buyer on behalf of one of the Buyer's Customers.

1.3. The Buyer is responsible for all CoP Requests submitted by them.

2. Usage

2.1. In using the Service, the End User confirms it:

a) Is a corporate body, registered in England.

b) Will only submit a CoP Request in anticipation of a payment being made by a Payer to a Payee.

c) Is the Payer or acting on the instruction of the Payer in making the CoP Request.

d) Will only submit a CoP Request in relation to a Payee with a bank account or participating payment account held in Sterling and held by an authorised institution in the United Kingdom.

e) Will not use a CoP Request other than the purpose other than verifying the account details of the Payee in order to make a payment.

f) Will not use a single CoP Request for a second verification even if any such verification is in relation to the same Payee. If the End User wishes to make a second verification, the End User will make a new CoP Request.

g) Will comply with the applicable legislation, including but not limited to in relation to data protection when making the CoP Request.

h) Will ensure that the Payee or Payer have a reasonable anticipation that their name and bank account details provided by the End User will be checked against the Account Name to see if there is a match.

i) Will not make multiple attempts to make a CoP Request in respect of the same Payee or variation of the name of the Payee, in an attempt to confirm the Payee's name, account or details.

j) Will apply the use of CoP Requests on an unbiased basis, with transparency and fairness.

k) Provide such details as are reasonably requested by PPSL to enable PPSL to verify the End User's compliance with the terms of this CoP Compliance Statement and the CoP Rules.

l) Will provide such information to PPSL as is required to comply with PPSL's obligations in relation to customer due diligence and anti-money laundering.

2.2. In addition to clause 2.1 (Usage), when using the Service for a confirmation of Payee request, the End User confirms it;

a) Will only submit a CoP Request in anticipation of a payment being made by a Payer to a Payee.

b) Is the Payer or acting on the instruction of the Payer in making the CoP Request.

c) Will not make multiple attempts to make a CoP Request in respect of the same Payee or variation of the name of the Payee, in an attempt to confirm the Payee's name, account or details.

2.3. When using the Service for a Payer Name Verification, the End User confirms it;

a) Will use the CoP Service for the purpose of Payer Name Verification when the initial Direct Debit Mandate is setup, or a new Direct Debit Mandate is created or in anticipation of the yearly re-check of the Payer as specified in the Bacs Rules.
b) Will not make multiple attempts to make a CoP Request in respect of the same Payer or variation of the name of the Payer, in an attempt to confirm the Payer's name, account or details.
c) Is the Payee or acting on the instruction of the Payee in making the CoP Request.

3. Notifications to Payees and Payers

3.1. The CoP Request does not require individual Customer consent for their details to be used as part of a Response.

3.2. The End User will take reasonable steps to assess the data privacy notice and the terms and conditions applicable to the Customer contain the necessary disclosures that the CoP Request may be made and ensure such documentation is updated or amended as reasonably appropriate.

4. Fraud and Crime

4.1. PPSL will permit the Buyer submit a CoP Request, except where PPSL has reasonable concerns on the validity of the CoP Request.

4.2. If PPSL becomes aware of potentially fraudulent activity by the Buyer (or a person purporting to be a Buyer) PPSL shall using all reasonable endeavours and existing financial crime processes, attempt to notify the Receiving Bank involved in a CoP Request, in order for the Recipient Bank to act to protect the Payee involved.

4.3. PPSL is not required to notify the Buyer unless it elects to do so and any such notification does not compromise any investigation, regulatory obligation, CoP Rules and/or statutory duty or obligation.

4.4. PPSL may monitor where the End User is making multiple attempts to use CoP in respect of the same Payee to assess if the behaviour is an indication of fraud or wrongful activity.

4.5. PPSL is not required to submit a CoP Request if, in PPSL's sole opinion, such as submission is in contravention of CoP Rules.

4.6. PPSL is entitled to suspend, terminate and/or restrict the service if PPSL has concerns in relation to the Buyer's status in relation to money laundering and/or any other regulatory or statutory obligations required by PPSL arising from or in connection with PPSL's authorisation with the FCA and/or PPSL's participation in Pay.UK

5. Variations for Rule Changes

5.1. Where an amendment in the CoP Rules and/or Pay.UK instructions or directions requires this Contract to be amended and/or updated, PPSL will issue a variation to this Contract.

5.2. The Buyer's consent to the variation will not be required and the variation will take effect as specified in section 5.3 (Variations for Rule Changes).

5.3. Any such variation will take effect 30 (thirty) days from the date of issuance save to the extent the CoP Rules require the variation to take effect sooner.

5.4. If the variation has a material adverse impact on the Buyer's use of the CoP Service, the Buyer shall be entitled to terminate the Contract upon not less than 20 (twenty) days' notice in writing to PPSL. All fees and charges due under this Contract will be payable on termination.

6. Investigation and Audit

6.1. The Buyer will co-operate with any audit and/or review undertaken by PPSL in respect of the Buyer's compliance with this CoP Compliance Statement and/or the terms of this Contract.

6.2. The Buyer will ensure any party making a CoP Request will co-operate with any audit and/or review undertaken by PPSL in respect of the Buyer's compliance with this CoP Compliance Statement and/or the terms of this Contract.

7. Due Diligence

7.1. The Buyer will ensure it:

a. Has the consented to such customer due diligence and KYC as PPSL may reasonably require to be conducted on the End User submitting the CoP Request.

b. Acknowledge that a third party has no claim against PPSL in respect of actions taken in relation to receipt of a CoP Request.

c. Will co-operate with any investigations and/or enquiries on the part of PPSL into any fraud and/or wrongdoing in relation to the payments made under the Contract.

7.2. The Buyer will, if so requested, provide PPSL's compliance department with details of the organisation making the CoP Request as may be requested by PPSL using the CoP Service on an annual basis or such other time as PPSL may reasonably be required.

7.3. The Service to a new category of End User may not commence unless or until PPSL has completed at its sole discretion such Customer Due Diligence/KYC and other check as it thinks fit and that PPSL may perform such checks on an ongoing basis.

7.4. The Buyer shall suspend the Service in relation to an individual End User upon notice in writing from PPSL to the Buyer, if on the sole discretion of PPSL, PPSL believes a payment to be contrary to any Applicable Law, CoP Rules, regulatory guidance and/or regulation. Upon notice the Buyer will immediately cease to make CoP Requests to be made on behalf of the relevant the End User.

7.5. The Contract may be immediately terminated by PPSL if by using the Service, the Buyer and/or the Buyer's Customer(s):

a. Have failed to have all the necessary consents, permissions and/or authorisations required to use the Service; and/or

b. Have used the Service in contravention of applicable laws; and/or

c. Have failed to provide the relevant information and/or assist PPSL with any customer due diligence, KYC and/or investigation into the use of the Service.

7.6. The Buyer acknowledges that it must comply with the Acceptable Use Policy and may not offer service to any of its Buyer Customers in contravention of this policy.

7.7. The Buyer acknowledges that PPSL may decline any of the Buyer's Customer's whereby the ongoing monitoring of the End User, in the sole opinion of PPSL, creates an undue burden on PPSL in terms of support and/or regulatory reporting.

7.8. PPSL may at its sole discretion decline to support sectors, for example gaming or charities, even if the activity of such organisations is permitted under English law.

Special Conditions – End User CoP Services

1. Appointment

1.1. The Buyer shall ensure the End User hereby appoints the Buyer to process any CoP Requests may on behalf of the End User.

1.2. The Buyer shall ensure the End User agrees to comply with the obligations contained in the Compliance Statement.

2. Obligations

2.1. The Buyer shall not submit any Cop Request on behalf of an End User unless the End User has appointed the Buyer to provide processing and other services to the End User.

2.2. The Buyer shall ensure the End User will if required to do so, co-operate and assist PayPoint in relation to a Transaction and/or CoP Request or data submitted via and/or by the Buyer including but not limited to any investigation and/or review associated with a Transaction and/or CoP Request.

3. Communications

3.1. The Buyers shall ensure the End User agrees that PayPoint may disclose information including but not limited to Transaction or other data and/or Confidential Information as is reasonably required for in relation to the Service.

3.2. PayPoint will not be required to disclose any data and or Transaction and/or CoP Requests, or data if the Service is not compliant with the appropriate CoP Rules and or if the disclosure is not compliant with applicable laws.

3.3. The Buyer agrees PayPoint may treat any communication from the Buyer in relation to the operation and use of the Service integration although it has been issued by the End User.

3.4. For the purpose of the Data Protection obligations, the Buyer is sharing Personal Data with PayPoint on the instruction of the End User.

3.5. PayPoint shall not be required to communicate with or obtain instructions from the End User and the Buyer shall be responsible for all or any such communications.

4. Charges

4.1. The Buyer is responsible for the payment of all or any invoices arising from any CoP Request.

4.2. PayPoint is not liable for any claims, errors or omissions arising from or in connection with and or the performance of any such Service and or the maintenance of and or performance of any Service.

5. Suspension and Termination

5.1. The Buyer agrees that PayPoint may if in the reasonable opinion of PayPoint the End User compromises and or has an adverse impact upon the Services.

5.2. Terminate and/or suspend an integration the Buyer.

5.3. Decline to accept data and or Transactions and/or CoP Request from or submit data and or Transactions or CoP Requests by the End User.

5.4. Termination of and/or suspension under these Service terms by PayPoint does not breach or terminate the Agreement.

5.5. The End User may terminate the appointment of the Buyer to submit CoP Requests and the Buyer shall cease to submit any CoP Request on behalf of the End User upon such termination.

5.6. Termination by an End User of the appointment of the Buyer will not terminate this Agreement.

5.7. The Buyer shall not be entitled to disclaim liability and/or responsibility for a CoP Request by virtue of the CoP Request being made for or on behalf of an End User.

5.8. The Supplier shall not be entitled to disclaim liability and/or responsibility for a CoP Request by virtue of the CoP Request being made for or on behalf of an End User.

6. Information as to third party customer

6.1. Where the CoP Request relates to an End User the Buyer will upon a request in writing provide PayPoint with information to enable the originator of the request to be identified.

Service Terms – Modulus Checks

1. Scope of Service

1.1. PayPoint shall provide the Modulus Check Service to validate Bank Details for the sole purpose of reducing payment processing errors and improving data quality in the Buyer's payment workflows.

1.2. The Modulus Check Service is a structural validation only. It does not:

(a) confirm account ownership,

(b) verify the existence of the account,

(c) confirm that the account is open or able to receive funds,

(d) confirm balance or funds availability, or

(e) detect fraud.

2. Service Operation

2.1. PayPoint shall implement the Modulus Check Service using industry-standard algorithms applicable to UK sort codes and account numbers and shall apply them in accordance with published rules for such checks in accordance with industry standards.

2.2. To the extent PayPoint uses a sub-processor, PayPoint shall ensure that any such sub-processor holds the necessary accreditation(s) to submit the Modulus Checks.

2.3. The Buyer shall supply Bank Details in the format and via the interface(s) specified by PayPoint from time to time.

2.4. PayPoint shall return the Validation Output for each submitted record. The Buyer acknowledges that the Validation Output is advisory and non-determinative for payment execution.

2.5. The submission by the Buyer of Bank Details for the purpose of the Modulus Check Service is separate to any submission by the Buyer of data for a COP and/or PNV service.

3. Buyer Responsibilities

3.1. The Buyer is responsible for

a) the accuracy and completeness of Bank Details submitted, and

b) any decision to proceed with payments based on the Validation Output.

3.2. The Buyer shall not rely on the Modulus Check Service as the sole basis for preventing fraud or ensuring successful payment execution.

4. Data Protection and Security

4.1. Each party shall comply with applicable data protection laws in relation to Bank Details processed under this Contract.

4.2. PayPoint shall process Bank Details solely to provide the Modulus Check Service and maintain appropriate technical and organisational measures to protect Bank Details against unauthorised or unlawful processing and accidental loss, destruction, or damage.

4.3. In relation to the Modulus Check Service, PayPoint shall be the processor and the Buyer shall be the controller.

4.4. The Buyer hereby consents to the use by PayPoint of a sub-processor as specified in the Call Off Contract when providing the Modulus Check Service.

5. Service Levels and Support

5.1. Any service levels, availability commitments, support hours, incident response times, and maintenance windows applicable to the Modulus Check Service shall be as set out in the Service Level Schedule.

5.2. PayPoint may perform reasonable updates or improvements to the Modulus Check Service, provided such changes do not materially degrade the functionality or performance of the service.

6. Warranties

6.1. PayPoint warrants that it shall perform the Modulus Check Service with reasonable skill and care and in accordance with good industry practice.

6.2. The parties acknowledge that the industry standards applicable to the Modulus Check Service are not owned by PayPoint and are subject to the terms of used imposed by the banking infrastructure. PayPoint provides only such warranties as expressly granted to a service provider in relation to the banking infrastructure.

6.3. Except as expressly stated in this Contract, the Modulus Check Service is provided "as is", and PayPoint disclaims all implied warranties, including fitness for a particular purpose and non-infringement.

6.4. To the extent the intellectual property is bespoke to PayPoint, the normal warranties as specified in the Call Off Schedule 1 (Intellectual Property) shall apply.

7. Limitation of Liability

7.1. The Supplier's liability arising out of or in connection with the Modulus Check Service shall be subject to the limitations and exclusions set out in the Limitation of Liability clause of this Contract.

7.2. Without prejudice to the generality of the foregoing, PayPoint shall not be liable for

a) payment failures, rejections, chargebacks, or delays caused by incorrect or incomplete Bank Details.
b) losses arising from reliance on the Validation Output as determinative; or
c) indirect or consequential loss, including loss of profits, revenue, or business.

7.3. PayPoint shall be responsible for the acts and omissions of its sub-processor although such acts or omissions were undertaken by PayPoint.

8. Audit and Records

8.1. PayPoint shall maintain reasonable records evidencing provision of the Modulus Check Service and, upon reasonable written notice, make such records available for audit in accordance with the rights as specified in the Contract.

8.2. The Buyer shall retain and manage audit trails of Bank Details submissions and downstream payment decisions made in reliance on the Validation Output.

9. Suspension and Termination

9.1. PayPoint may suspend the Modulus Check Service where necessary to address material security risks, system integrity issues, or non-compliance with this Contract by the Buyer, provided that PayPoint uses reasonable endeavours to minimise disruption.

9.2. Termination of this Contract shall automatically terminate the Modulus Check Service. Surviving provisions include clauses relating to confidentiality, data protection, limitation of liability, and audit.

9.3. Termination of the Modulus Check Service will not terminate the Contract.

9.4. Termination of the Contract will terminate the Modulus Check Service.

10. Compliance

10.1. Each party shall comply with applicable laws and regulations relevant to the receipt and provision of the Modulus Check Service.

10.2. The Buyer acknowledges that the Modulus Check Service is based on industry-standard modulus rules which may be updated or amended from time to time. PayPoint shall notify the Buyer in writing of material changes that affect service operation ("Variation Notice").

10.3. If the variation of the Modulus Check Service is required to comply with new or amended industry standards are such as to have an adverse effect on the Buyer's use of the Modulus Check Service, the Buyer may terminate the Modulus Check Service upon the provision of not less than 20 days' notice in writing such notice to be provided no more than 14 days from the date of the Variation Notice.

11. Service Levels

11.1. The Modulus Check Service's availability is subject to the Service Levels as specified in the Contract and availability of the bank infrastructure, databases, data feeds and systems.

Service Terms - Distribution Services (Post and/or E-mail)

These terms for part of the Contract if the Service is selected.

7. Funding

Funding shall be as specified in the Pricing and Funding Schedule.

8. Vouchers

Voucher values and validity periods shall be as specified in the Pricing and Funding Schedule.

SPECIAL TERMS

Batch File Vouchers

1. The Buyer will from time to time, in an agreed format, provide PPSL with a data file providing details of the Customers to receive energy rebate Vouchers in a paper format.

2. PPSL will provide a service to enable paper vouchers to be sent to the Customers. The content of the letter shall be provided by the Buyer no later than 5 (five) Business Days prior to the anticipated postal date.

3. For the avoidance of doubt, PPSL shall not liable if the data file provided is corrupt or unable to be processed by PPSL due to the content or file structure or size or similar

4. The Buyer confirms that PPSL shall not be required to verify the details and/or data in the data file are correct at any time prior to, during or after processing.

5. Any Charges payable or Voucher re-issues are dependent on the volume of Vouchers and will be agreed at the time between the Parties.

6. Any files containing Voucher re-issues shall be provided by the Buyer at a frequency of no more than one per week.

7. The parties agree that a separate Work Order will be issued and signed by each party for each individual Distribution Scheme.

8. Individual Distribution Schemes (Postal or Email) may have multiple Batch File submissions as specified in the Scheme Structure above.

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Acceptable Use Policy

In order to safeguard the provision of the service PPSL needs to set criteria to prevent inappropriate use of the service.

These prohibitions and restrictions are to assist PPSL's regulatory and operational regulation and to give Buyer's comfort that their use of the Services will not be impacted. The Acceptable Use Policy aims to ensure compliance with the applicable laws.

1. Business Requirements

All organisations (Buyers) using the Services are required to meet the following criteria;

1.1. be a company registered within the United Kingdom, European Union or the EEA*; or

1.2. be a statutory body such as a local authority, government department or organisation created by charter in the United Kingdom

1.3. where applicable, be able to meet the appropriate regulatory criteria including but not limited to ability to product the documentation and or information needed to satisfy "Know Your Customer", "Customer Due Diligence" and anti-money laundering review procedures;

1.4. have all necessary licences, consents. registrations, permissions and/or authorisations in place, in order to carry on its business and as applicable to the use the Services; and

1.5. hold a bank account in the same name as the entity that has entered into the Contract for use of the Services**.

2. Sector or Activity Restrictions

The following cannot be supported by the regulated cash out service;

2.1. Offering money remittance or any payment service using the network.

2.2. Offering goods or services which are prohibited under or in contravention of English law.

2.3. Payments associated with the marketing, promoting or distributing of;

- a) drugs, chemicals, any form of controlled substances and or related paraphernalia;
- b) weapons (including but not limited to guns, knives and ammunition);
- c) items or materials that promote, encourage or facilitate illegal activity;
- d) counterfeit products;
- e) items which breach any third party intellectual property rights in any jurisdiction;
- f) items incorporating proprietary rights (including but not limited to any intellectual property rights) belonging to third parties without appropriate permission;
- g) adult materials or content in contravention of applicable legislation;
- h) material which incites violence, hatred or racism or which are considered obscene;
- i) services related to escort agencies or massage parlours.
- j) Unlicensed gambling (being organisations not licensed in the United Kingdom).
- k) E-gold.
- l) "get rich quick" schemes or promotions.
- m) Crypto currencies such as Bitcoin (regardless of whether the issuer is subject to regulatory supervision).
- n) Goods targeted for human consumption but not appropriate tested or verified.

2.4. Organisations linked to terrorist activity or organised crime.

2.5. Organisations that fail the KYC or AML checks.

2.6. Organisations that fail the Buyer credit checks.

2.7. Organisations acting without or in contravention their authorisations and/or permissions.
2.8. Organisation noted as subject to PEP enforcements or sanctions.

3. Sectors and Activities not currently supported

3.1. Organisations offering money remittance from a customer base originating off shore or sending funds off shore.
3.2. E-money institutions offering Payments Services unrelated to the issuance or redemption of e-money.
3.3. Organisations offering investment or similar activities.
3.4. Organisation requiring PPSL to provide credit lines to execute the payment order.
3.5. Organisations purporting to re-sell PPSL services* subject to specific clearance requirements.

Please note:

The regulated cash out service **is not** available to individuals.

*Charities may be considered but will be subject to additional KYC and AML checks. Charities must be appropriately authorised by the UK Charity Commission. They may not be accepted without additional authorisation.

** Organisations without an UK bank account or incorporated outside the EEA must be referred to Compliance for additional review and may not be accepted without additional authorisation.

Acceptable Use Policy
Version: January 2026