

Content of these Supplier Service Specific Terms – Supplier Licence Terms for the Supply of Merchant Payment Terminal Hire (CHIP and PIN)

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SECTION 1 – PARTIES, PURPOSE AND SERVICES TO BE PROVIDED

1. **Parties**

The Merchant Payment Terminal Hire Service comprises of the hire of card terminals to the Buyer for a fixed term as detailed below, at such fee and such payment intervals as detailed in the G-Cloud Call Off Contract Order Form and the Order Form attached herein, as applicable. The owner of the terminals is Merchant Rentals Limited (a wholly owned subsidiary of PayPoint Plc and a member of the PayPoint Group), who, for the purpose of the Framework Agreement, acts as a sub-contractor of Supplier.

For the avoidance of doubt, the Terminal Hire Service does not fall within the definition of regulated consumer hire under the Consumer Credit Act 1974, and the Buyer warrants that by entering into an agreement for such service it does not fall within the definition of an individual or consumer under the Consumer Credit Act 1974.

The Buyer is referred to as the “Hirer” or “You”.

2. **Purpose**

These service specific terms set out the terms and conditions upon and subject to which the Merchant Payment Terminal Hire Service is provided to the Buyer.

3. **Services to be provided**

As set out in the G-Cloud 15 Call-Off Contract Order Form

SECTION 2 – TERM

As set out in the G-Cloud 15 Call-Off Contract Order Form, but subject to (i) a maximum term of eighteen (18) months and (ii) clause 7 of this Agreement.

SECTION 3 – DESCRIPTION OF SERVICES

The hiring of of card payment terminals to the Buyer.

*SECTION 4 - SUPPLIER LICENCE TERMS FOR THE MERCHANT PAYMENT
TERMINAL HIRE SERVICE – CHIP AND PIN*

ORDER FORM

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TERMINAL AND PRICING INFORMATION						
TERMINAL DETAILS			PAYMENT DETAILS			
Full description of Terminal	Select ✓	Qty		Monthly	Quarterly	Annually
			Frequency (please tick ✓)			
			Maximum Period	18 months (Eighteen months)		
			First rental of (excluding VAT)	£		
			First rental of (including VAT)	£		
			Followed by (number of rentals in words)	17 (seventeen) rentals		
			Further rentals of (excluding VAT):	£		
			Further rentals of (including VAT):	£		
Terminal location(s) (if different from address given above)						

ADDITIONAL FEES (inc. VAT)			
Late payment fee	£6.00	Sending a letter or making a telephone call (in relation to arrears)	£24.00
ADDITIONAL FEES (excl. VAT)			

Agreement In-life Costs	
MID Amendments (Resign- Change of Legal Entity)	£120.00
Terminal configuration changes (e.g. receipt detail change, CNP, etc)	£25.00
In-life terminal type swap	£75.00
Terminal Damages	
Damaged Terminals charged dependant on terminal type and damage incurred	Price dependent on damage, up to maximum cost of each terminal.

Terminal Hire Agreement Terms and Conditions

1. Definitions

We, Us, Our- the Supplier, and/or the Owner of the terminal, being Merchant Rentals Limited, as applicable (and any successors or assigns thereto).

You, Your- You, the Hirer, as detailed in the Form.

Agreement- the Form, these terms and conditions (and any other product or service terms included in it), as entered into by You and Us.

Call Off Contract- the GCloud 15 Call Off Contract entered into between the Buyer and Supplier.

Form- means the hire agreement order form, which makes up part of this Agreement.

First Rental- the first monthly payment, the amount of which is detailed in the Form.

Initial Period- being the initial term of the Agreement, up to the total length of the Maximum Period.

Maximum Period- the maximum period of hire (being eighteen (18) months)

Rentals- any and all monthly payments due (including, where applicable, the First Rental), the amount of which is detailed in the Form.

Supplier- has the meaning given in the Call Off Contract.

Support Provider- the third party who supplies the terminal hardware products to Us, along with any Helpdesk, support and maintenance services.

Terminal- a/any terminal hardware product of the model detailed in the Form, or a terminal of comparable functionality. This shall include any and all accessories and any replacements made to the terminal hardware or accessories, and any software included as applicable.

2. Hire of the Terminal and Delivery

2.1 We will hire the Terminal to You on these terms. This Agreement shall be binding on date We accept it by signing the Form and the Initial Period shall commence from this date.

2.2 At the end of the Initial Period, the hire shall continue for periods of one (1) month each up to the end of the term as detailed in your Call Off Contract, unless terminated or renewed in accordance with clause 7.

2.3 The Terminal will remain Our property at all times.

2.4 We reserve the right, to decline acceptance without giving a reason. Acceptance by Us may be dependent upon, but not limited to:

(i) You satisfying our creditworthiness requirements;

- (ii) Our receipt of confirmation from Your merchant acquiring service provider, that You have all requisite agreements and set-ups needed to commence taking card payments; and
 - (iii) Our receipt of a properly completed and executed Agreement (and where applicable, terminal configuration form).
- 2.5 We shall take reasonable steps to deliver the Terminal to You on the date specified, however, time and date of delivery shall not be considered a condition of the Agreement.

3 Payment

- 3.1 You will pay Us the Rentals plus VAT (as specified in the Form) in accordance with the terms of the Call Off Contract, unless otherwise agreed in writing as part of the Call Off Contract Special Terms.
- 3.2 You must continue to pay the Rentals regardless of any issues You may have with Us or any other third party relating to the Terminal. You have no right of set-off and will not receive any rebate or deferral of any Rental because the Terminal is:
- (i) not in Your possession;
 - (ii) unserviceable; or
 - (iii) not in use for any reason whatsoever (including due to repair, replacement or due to merchant acquiring facility issues).
- 3.3 If any Rental payment is not paid on time, or any Rental payment is returned or recalled, We will charge You £6.00 per month as a late payment fee.
- 3.4 If We believe that the Terminal has reached the end of its useful life or We have been notified by the Support Provider, merchant acquirer or any other third party that the Terminal is obsolete, support is being withdrawn, or no longer complies with any relevant regulatory or industry requirements then We shall work with You to either:
- i. terminate the Agreement - in which case Our relationship with You will end and You will need to pay us all Rentals up to and including the termination date plus any interest applicable to sums in arrears and other outstanding payments up to the termination date; or
 - ii. With Your specific consent, terminate the Agreement in accordance with (i) above and provide a new Agreement with Us, with a new Initial Period, for an upgrade or replacement Terminal. For the avoidance of doubt, this may incur an increased Rental cost depending on the Terminal selected.

4 Your Obligations

- 4.1 You will:
- (i) Tell Us immediately if Your details (as specified in the Form) change, including the Terminal location;
 - (ii) Be responsible for the installation of the Terminal and will care for the Terminal in accordance with the product documentation supplied with the Terminal and any instruction provided by Us or the Support Provider;
 - (iii) Keep the Terminal in good condition and maintain the ongoing repair and maintenance of the Terminal (at Your expense) while it remains in Your possession. If the Terminal breaks down and cannot be repaired, You must accept a replacement (which may not be new);
 - (iv) Hold the Terminal at Your risk and be responsible for any loss or damage to the Terminal from the date of delivery until the date the Terminal is returned to Us or collected by Us (or Your relationship with Us ends and We confirm We do not require the Terminal

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- back), and any costs associated with Our restoration of the Terminal back to the condition required under this Agreement (other than due to normal wear and tear);
- (v) Be responsible for arranging any alternative means of collecting payment that You may require where the Terminal is non-operational for any reason whatsoever;
 - (vi) Give Us a right of access to inspect the Terminal;
 - (vii) Allow Us to identify the Terminal as under Our ownership by adding any mark or label that We decide is appropriate;
 - (viii) Keep the Terminal in Your possession and will not let anyone that is not You use it. You will not sell, lend, assign, transfer, charge or create any sub-lease over or otherwise dispose of or abandon the Terminal, including removing it from the United Kingdom;
 - (ix) Pay on time all taxes and other fees or charges applicable to You in respect of the Terminal, its hiring, and its location;
 - (x) Ensure You or anyone else does not do or allow anything to happen to the Terminal which means that Our rights in the Terminal are or may be extinguished, reduced, compromised or prejudiced or which invalidates any Support Provider or manufacturer warranty applicable to the Terminal;
 - (xi) Ensure the Terminal is installed in a suitable and secure location which has mains power and suitable telephone, broadband or wifi connection and/or mobile signal as needed. Where mobile signal is required, We do not guarantee signal availability when We provide the relevant SIM cards;
 - (xii) Install the Terminal in accordance with self-installation instructions where these are supplied with the Terminal.
- 4.2 You will pay Us for any repairs or replacements required as result of any action or inaction by You (whether wilful or not), including any repairs not approved by Us, use of unauthorised supplies or breach by You of any of Your obligations under this Agreement, together with any courier and insurance costs. You are not responsible for fair wear and tear through normal use of the Terminal, or inherent manufacturing defects
- 4.3 You agree to pay us the costs as detailed in the Form for any changes that need to be made to the Terminal during the period of hire, or in relation to the collection of arrears payments (as applicable).
- 5.1 You will insure the Terminal against all insurable risks, for its full replacement value (or such figure as is notified to You from time to time), from the date of delivery, on a continuous and uninterrupted basis until the Terminal has been returned to Us or collected by Us.
- 5.2 You must show Us proof of insurance cover if We ask for it. If You do not, We may decide to insure the Terminal and charge the cost to You.
- 5.3 You will hold appropriate business and/or property insurance that covers You for any damage caused as a result of the Terminal and/or it's installation.
- 5.4 All amounts payable under Your Terminal insurance policy shall be payable to Us or to Our order and any insurance monies received by You shall be held by You on trust for Us.
- 5.5 If the Terminal is declared a total loss You will, on demand, pay Us an amount calculated in accordance with Clause 8, less any amount We receive from the insurance.
- 6 Breach** You will be treated as having breached this Agreement if:
- (i) You provided false information or made any untrue statement to Us which We have relied on when entering the Agreement;

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- (ii) You take an action or inaction, permit or suffer any act that means Our rights in the Terminal may be prejudiced;
 - (iii) You fail to meet Our customer due diligence requirements or You are subject to sanctions imposed by the United Kingdom;
 - (iv) We believe that by continuing Our business with You, We may break a law or other regulatory or statutory requirement, or may give rise to fraud, suspicion of fraud or other criminal activity; or
 - (v) We are required to do so by the provider of Your merchant acquiring facility (including where Your merchant acquiring facility is terminated for any reason) or by the card schemes governing the use and issue of cards.
- 6.2 You must inform Us immediately of the occurrence of any event referred to in the above clause 6.1. If You are treated as having breached this Agreement and You fail to comply with any notice that We send You, We can terminate the Agreement and take back the Terminal. You will need to pay immediately all sums due under Clause 8.
- 6.3 The terms of this clause 6 shall supplement the terms already detailed in the Call Off Contract.
- 7.1 At the end of the Initial Period this Agreement will automatically run on for periods of one (1) month each, up to a maximum of four (4) years in line with the term of the Call Off Contract. If you choose to extend the Call Off Contract for a further period of up to two (2) years, We will enter into a new Agreement with a new Initial Period and thereafter shall run on for periods of one (1) month each up to the end of the extended Call Off Contract period.
- 7.2 You may terminate this Agreement in full, or, where the Agreement includes multiple Terminals, in part, at any time by giving us one (1) month's written notice. If You have terminated before the end of an Initial Period, You will still have to pay all remaining Rentals due to the end of that Initial Period. You will then have no further liability under this Agreement provided You have met all obligations as detailed in Clause 8 below.
- 7.3 If You have multiple Terminals under the Agreement and You decide to terminate only part of the Agreement, We will recalculate the value of Your remaining Rentals accordingly and will share with You the new total monthly Rental payment.
- 8.1 On termination of this Agreement, You will immediately:
- (i) return the Terminal to Us; in good order, repair and condition (fair wear and tear only excepted); and
 - (ii) pay to Us, together with VAT and any interest due, all amounts owed by You under the Agreement up to the date of termination ("Termination Date") including any arrears of Rentals and any other sums and administration fees accrued and outstanding
- 8.2 You must pay to Us a charge of £5.00 plus VAT for each Terminal returned, unless We are able to sell it, to cover the cost of disposal under the Waste Electrical and Electronic Terminal Directive.
- 8.3 If You do not return the Terminal, We will be entitled to retake possession of it, and may access Your property/property under Your control to do so and You will pay Us Our costs, charges and expenses for recovering the Terminal, or any costs incurred by us due to Your failure to return the Terminal.
- 8.4 Your obligations under this Clause 8 will be treated as if they had arisen immediately before termination.
- 8.5 Regardless of termination of this Agreement, Our rights in relation to the Terminal and any payments due in respect of the Terminal hiring shall continue to be governed by

this Agreement and the Call Off Agreement as applicable.

9 Liability

- 9.1 The Terms of this clause 9 shall supplement the liabilities detailed in the Call Off Contract.
- 9.2 No warranty or representation is given by Us (whether express or implied) in relation to the condition of the Terminal or its description, quality, performance or fitness for any purpose for which it may be required. Where We are able, We will extend to You the benefit, conditions and warranties given to Us by the Terminal Support Provider/manufacturer.
- 9.3 You hereby acknowledge that;
- (i) We have no involvement in the selection of the Terminal which was chosen by You in Your sole discretion from the Support Provider of Your choice;
 - (ii) We have not seen the Terminal prior to its delivery to You;
 - (iii) We have no expertise in the Terminal; and
 - (iv) there has been no communication between You and Us regarding the purpose to which the Terminal will be put.
- 9.4 We cannot be responsible for the connection of the Terminal to any network or the strength or compatibility of any signal or other aspect of any wireless or other connection which may affect the performance or use of the Terminal.
- 10.1 Subject to agreement of relevant merchant acquirer, We shall program the Terminal(s) and You must only use them:
- (i) to communicate with a transaction processing system operated by a third-party processor acceptable to us;
 - (ii) to process card transactions by the acquirer determined in Your merchant acquiring agreement and
 - (iii) to perform transactions under Card Schemes nominated by Your agreement with Your merchant acquirer and agreed by Us.
- 10.2 We have no obligation to reprogram the Terminal. You may not reprogram the Terminal or its software for any other use at any time.
- 10.3 We shall be entitled to program and reprogram the Terminal (including update software), from its central terminal management system, to perform transactions of different types, and within limits, prescribed by the relevant payment card organisations, acquirers and payment card industry standards from time to time, as well as to implement product upgrades and to monitor the operation of the Terminal. You agree to Our maintaining electronic communication with the Terminal for these purposes.
- 10.4 You agree that We may electronically disable the Terminal from communicating with an acquirer or from performing transactions (without any liability to You) if any event under Clause 6 (or where applicable, the Call Off Contract) occurs, or if We are instructed to do so by Your provider of merchant acquiring services, any relevant bank or payment card organisation or by any regulatory authority. You acknowledge that We are obliged to comply with any such instructions and agree to address any questions concerning those instructions to the relevant acquirer, bank or payment card authority rather than us.
- 10.5 We shall supply software within the Terminal in object code form only. We may modify or replace the software from time to time. Copyright in and title to the software shall at all times remain the property of us or Our licensors. We grant to You a non-exclusive,

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- non- transferable licence to use software for the purpose only of operating the Terminal. You shall not have power to grant any sub- licences.
- 10.6 You shall not permit anyone else, except to the extent permitted by law, to copy, reverse engineer, disassemble, decompile, decipher, analyse, modify, prepare any derivative works or remove any copyright or proprietary notices from the software.
- 10.7 We provide no representation or warranty that the Terminal software will be free of all errors or that its use will be uninterrupted. If You give us written notice and are able to show us any defect or error in the software that interferes with the proper and normal operation of the Terminal, We shall take reasonable steps to ensure that it is fixed. If We fix the defect or error, within a reasonable time, You will continue paying Rentals hereunder and will not be entitled to treat any error as a breach of this Agreement by Us.
- 10.8 Where a Terminal ceases to work for any reason, We may, at Our discretion, and for such period or periods as We shall deem necessary, be entitled to replace the Terminal with a Terminal of the same or materially similar type to which the terms of this Agreement shall apply.
- 11.1 We will make available to You a telephone enquiry helpline ("Helpdesk") that will be manned with a minimum core time of Monday-Saturday 8am-11pm, Sunday and bank holidays 10-5pm, 364 days year (excluding Christmas Day). The Helpdesk hours may be changed to such hours as may be notified to You by us from time to time. The Helpdesk will answer queries from You relating to the operation of the Terminal and record any reported breakdown of the Terminal.
- 11.2 You shall comply with any reasonable suggestions made by the Helpdesk including using all self-diagnostic facilities of the Terminal. If any reported breakdown in the Terminal cannot be rectified through consultation with the Helpdesk We will arrange for the delivery to You of a replacement operational Terminal (in whole or part where modular parts can be replaced by You) and for the return to us of the Terminal(s) which has/have broken down.
- 11.3 Consumable items are chargeable when replaced. This shall include batteries (for mobile terminals), ethernet and modem cables and power supply adaptors.
- 11.4 We shall use reasonable endeavours to have any replacement Terminal dispatched for delivery on the next working day for deliveries within mainland UK provided that You have notified us of the breakdown before 2pm. Time of delivery shall not be deemed a key term of this Agreement. You shall ensure that the premises at which the Terminal is installed will be open for delivery of replacement Terminal between 8am-6pm hours Monday-Friday (excluding Bank and Public Holidays), or where a weekend delivery has been agreed, 8am-6pm hours on a Saturday and will pay us for the costs of any failed delivery caused by Your premises being closed. Any replacement Terminal supplied shall be subject to the terms of this Agreement and shall be accepted by You and You will be obliged to continue to perform Your obligations under this Agreement, including payment of Rentals.
- 12.1 No third parties (including the Support Provider, any acquiring service provider or any other introducer or credit broker) are Our agent and We are not responsible for anything they have done or failed to do. This means that neither they, nor anyone acting on their behalf has the authority to make or give any representation or warranty on Our behalf in relation to the Terminal or to vary this Agreement.
- 12.2 Notwithstanding the above, We may choose to employ a sub-contractor of Our choice

to perform any or all Our obligations under this Agreement.

- 12.3 Any forbearance or indulgence granted by Us to You shall not constitute a waiver of any right or remedy which We would otherwise have had against You.
- 12.4 You authorise Us to disclose Your information relating to this Agreement to any credit reference agency and to any other person for the purpose of Our business.
- 12.5 This Agreement incorporates all Terms & Conditions agreed between Us. We may make changes to these terms and conditions where we are required to do so in order to comply with a change in regulatory or other legal requirement, in which case We will provide you with written notice of such change.
- 12.6 You authorise Us to disclose Your information relating to this Agreement to any credit reference agency and to any other person for the purpose of Our business.

13 Data Protection

- 13.1 We process your data as a data controller in accordance with Schedule 10 of the Call Off Contract. Merchant Rentals Limited uses Your personal data. This clause should be read in conjunction with the Merchant Rentals Privacy Policy and can be found at <https://www.merchantrentals.co.uk/privacy/>.
 - 13.2 We may disclose Your information to the following third parties:
 - (i) Your merchant acquirer with respect to Your acquiring service provided through the Terminal;
 - (ii) Our Support Provider or any other third party that may provide Helpdesk, support and maintenance services to You on Our behalf;
 - (iii) Any third party service provider with whom You have a contract for services that are supplied through or connected to the Terminal;
 - (iv) Regulatory and investigative bodies such as HMRC, the Financial Conduct Authority, or law enforcement agencies;
 - (v) Credit reference agencies and identity verification providers.
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