PAYOUT SERVICE

SUPPLIER TERMS AND CONDITIONS

BETWEEN:

(1) **allpay Limited** (company number 0293319) whose registered office is at Whitestone Business Park, Whitestone, Hereford, HR1 3SE (the "**Supplier**"); and

(2) **[CLIENT NAME]**, as stated in G cloud 15 Call-Off Contract

WHEREAS:

A. The Client wishes for the Supplier to facilitate Payments and for the Supplier to utilise its relationship with Post Office to make those Payments available (as defined below) on its behalf to its Customers.

B. The Supplier has entered into a contract with Post Office dated 19th March 2021 ("PO Agreement") to enable the facilitation and Payment of the Services.

C. The Supplier has agreed to perform this Services on the terms and conditions set out below.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

In this Agreement terms and expressions defined in Part 1 of Schedule 1 will have the meanings set out in that Schedule when used in this Agreement and the rules of construction and interpretation set out in Part 2 of Schedule 1 will be applied when interpreting this Agreement.

2 TERM

As per G cloud 15 Call-Off contract.

3 PROVISION OF THE SERVICE

3.1 This Agreement sets out the terms on which the Supplier will provide the Services. The extent and scope of the Service to be provided will be as specified in the Operations Specification and each Client Requirement Document placed pursuant to the terms of this Agreement.

3.2 In the event of any inconsistency between the terms of this Agreement and the Operations Specification or any Client Requirement Document, this Agreement will prevail.

3.3 The Supplier shall be entitled to withdraw and/or to revise the number of Post Office Branches at which Payout Service is provided at any time.

4 SUBMISSION OF CLIENT REQUIREMENT DOCUMENT

4.1 In order to request a new Scheme, the Supplier may from time to time on behalf of the Client submit a Client Requirement Document to Post Office. A Client Requirement Document must be sent to Post Office in the form set out in Schedule 3 Part 2.

4.2 It is a precondition of the Supplier and Post Office's acceptance of a Client Requirement Document that:

4.2.1 the Payment Instruction Validity Period specified in the Client Requirement Document for Payment Instructions issued under the new Scheme is acceptable to the Supplier and Post Office;

4.2.2 if the Client Requirement Document requests that Post Office provides an Identification Check Service the Supplier and Post Office must also approve (in their discretion) the identification evidence which the Customer will be required to produce when requesting a Payment; and

4.2.3 the terms of the Client Requirement Document are otherwise acceptable to the Supplier and Post Office.

4.3 Subject to clause 4.2, the Client Requirement Document will then be processed by the Supplier and then provided to Post Office. The Supplier will confirm to the Client the Charges (in accordance with Schedule 2). The Supplier shall provide the implementation plan and timings.

4.4 The Client shall be responsible for any initial charges set out in Table 1a and 2a of Schedule 2 which are incurred by the Supplier even in the event that the Client Requirement Document is not processed.

5 SUBMISSION OF PAYMENT INFORMATION

5.1 In order to send out Payment Instructions to the Customers, the Client shall submit Payment Instructions to Post Office via their web-portal

5.1.1 Datafiles under an existing Standard Scheme; and/or

5.1.2 Payout NOW! Requests under an existing Payout NOW! Scheme.

5.2 The Supplier via Post Office will accept a Datafile provided that:

5.2.1 there are sufficient cleared funds in the Nominated Account in Sterling equal to the maximum Sterling amount of all Payment Instructions it has requested in the relevant accepted Datafile or Payout Now! Request for Payment;

5.2.2 the Supplier has approved the form of the Payment Instruction proposed together with any related communication intended to accompany the Payment;

5.2.3 in the event that the Client or Supplier is to produce and print the Payment Instructions as approved by Post Office in accordance with clause 5.2.2, the specification and format of the Barcode has been approved by Post Office;

5.3 The Supplier nor the Post Office or any of its subcontractors, will alter or amend the content of any Datafile. In the event an error in a Datafile becomes apparent then the Post Office will reject the Datafile and the Supplier will notify the Client why the Datafile has been rejected. The Client acknowledges that the Supplier cannot guarantee that errors in the Datafile will be identified.

5.4 Post Office is not obliged under the Payment Services Contract with the Supplier to keep the Client's funds paid into the Nominated Account separate from other monies paid by other clients for whom Post Office and the Supplier provides a similar service or to hold such amounts on trust. For the avoidance of doubt, Post Office will only use the Client's funds for the purpose of carrying out the Service.

5.5 Post Office shall keep an account of all amounts paid into the Nominated Account and of all Payments made by it against Payment Instructions received. The net amount calculated by deducting all Payments made from all such receipts into the Nominated Account is referred to below as the "**Balance**". For this purpose a payment back to the Client from the Nominated Account will also be treated as a Payment. At all times the Balance must at least equal the aggregate face value of: (i) all Active Payment Instructions that have not been discharged by Payment having been made; and (ii) the amount of all regular periodic payments made in respect of any existing Payout NOW! Scheme after deduction of: (a) the amounts (if any) referred to in clause (i) to the extent these amounts relate to any such Scheme; and (b) all Payments already made under any such Scheme(referred to below as the "**Required Balance**"). If for any reason this requirement is not met, Post Office will not be able to process the Datafile or the Payout NOW! Request and will notify the Supplier of the Client's shortfall and suspend processing of the Datafile or the Payout NOW! Request.

5.6 The Supplier will not be obliged to honour any Payment Instruction (or to allow for any Payment Instruction to be issued) if: (i) the relevant Payment Instruction is not within the Payment Validity Period, (ii) insufficient identification has been provided by the Customer, (iii) the Payment Instructions have been printed by the Client in a way which is not compatible with Post Office Systems; or (iv) the Payment Instruction has been validly cancelled in accordance with the Operations Specification.

6 MAKING OF PAYMENTS

6.1 The Supplier agrees with the Client (but not for the avoidance of any doubt with Customers directly) that Post Office will make Payments to the Customers who present an Active Payment Instruction at a Post Office Branch through which the Payout Service is provided. For the avoidance of doubt, there will be no obligation on Post Office to provide the Payout Service in relation to a Payment Instruction which is no longer an Active Payment Instruction, has been printed or produced by the Client and is not compatible with the Post Office System or which does not comply with the terms of this Agreement. The Supplier will refer any Customer back to the Client if it is not able to make a Payment as it is no longer an Active Payment Instruction.

6.2 In carrying out the Payout Service the Client accepts that Post Office is entitled to make Payment against any Payment Instruction which the Post Office System states is an Active Payment Instruction.

6.3 Post Office does not have any responsibility to check the authenticity of the Payment Instruction or (subject to clause 6.4) the identity or authority of the person presenting it.

6.4 Post Office will only pay out under an Active Payment Instruction when the scanning or manual input of the Barcode on the Post Office System shows that the Payment can be processed, and the required identification has been provided by the Customer (or relevant third party authorised in the Payment Instruction to collect the Payment on behalf of the Customer) to indicate that they are the Customer or authorised third party in the Payment Instruction to receive the Payment on behalf of the Customer. The Client acknowledges that neither the Supplier or Post Office will provide Post Office Branch staff with any specific training to enable such persons to recognise any specific documentary evidence of identity required by the Client.

6.5 The Scheme payment will be made in Sterling and in cash only.

6.6 Without prejudice to the Charges payable by the Client to the Supplier under this Agreement, the Supplier and Post Office shall provide the Payout Service free of charge to the Customer.

6.7 The issue of a receipt and recording on the Post Office System that an Active Payment Instruction has been discharged by a Payment will be conclusive proof that the Payment has been made save in relation to matters of proven fraud.

7 THE CHARGES

7.1 In consideration of the Supplier providing and performing the Services the Client shall pay the Charges, specified in Schedule 2 as revised from time to time in accordance with this clause 7.

7.2 The Supplier reserves the right to vary the Charges during the term of this Agreement by providing thirty (30) days' prior written notice.

7.3 Without prejudice to clause 7.2, the Transaction Charges as stated in Schedule 2 have been calculated on the Client anticipated volume of Transaction specified in the Client Requirement Document and all third party costs applicable, in each Year of this Agreement. Where the volume of Transaction in any Year of this Agreement changes or where a third-party fee increase, the Supplier reserves the right to apply an associated increase equivalent to the appropriate charging level for the actual volume of Transaction achieved or third party fees applicable, such charges to be applied retrospectively in the relevant Year of the Agreement where appropriate.

7.4 The Supplier will invoice the Client at the end of each Accounting Period in arrears in respect of the Charges incurred. The invoices will show the total number and value of Transactions for that Accounting Period and the total Charges due to the Supplier. The Supplier may require that the Non-Recurring Charges be paid upfront before the Supplier incurs any liability to any third party or processes the Client Requirement Document or relevant Datafile or Payout NOW! Request.

7.5 The Client shall pay the Charges by direct debit to the Supplier within fourteen (14) days of the date of the invoice.

7.6 Interest will become payable on all overdue payments payable by the Client under this Agreement calculated on a daily basis at the rate of 8% per annum above the published base rate of the Bank of England from the due date to the actual date of payment.

7.7 In the event VAT is or becomes payable in respect of the Service provided under this Agreement, a tax invoice shall be issued by the Supplier and VAT shall be payable to the Supplier by the Client in addition to the Charges.

8 OBLIGATIONS OF THE CLIENT

8.1 The Client shall provide the Supplier with an estimate in writing of the number of Payment Instructions it will be issuing and the anticipated total amount of payments to be made pursuant to this Agreement, together with such other information as the Supplier may reasonably require to enable it to perform its obligations under this Agreement.

8.2 In consideration of the Client entering into this Agreement with the Supplier, the Client agrees to pay the Supplier an advance payment of [insert advance payment] (Advance Payment).

8.3 Should the Supplier use whole or part of the Advance Payment the Client agrees to reimburse the Supplier the amount corresponding immediately.

8.4 The Client be responsible for (and must ensure) compliance with all laws, regulations and guidelines relating to the making of the Payment of its Customers and the terms of the Payment Instructions, and in particular, the Client shall be responsible for (and must ensure) compliance with all anti-money laundering, counter-terrorism, financial services and similar, laws, regulations and guidelines in its dealings with the Customers and in relation to the making of Payments to the Customers by the Supplier and Post Office.

8.5 The Client acknowledges the neither the Supplier or the Post Office is solely responsible for the accuracy and consistency of all data provided to Post Office to enable Post Office to generate all Barcodes and/or barcode data and (if appropriate under any Scheme) the Payment Instructions. The Client acknowledges that neither the Supplier or the Post Office have any responsibility to check or verify such data.

8.6 The Client shall use reasonable endeavours that it will not issue a Client Requirement Document to the Supplier, which is or could be (in the opinion of the Supplier) detrimental to or inconsistent with the good name, goodwill or reputation of the Supplier and Post Office and in breach of the same the Client will indemnify the Supplier against direct losses and damages suffered or incurred by it as a result of any breach of this provision.

8.7 The Client acknowledges that once the form of a given Payment Instruction under a Scheme has been approved by Post Office it will not be changed in any material respect without Post Office's prior written consent.

8.8 The Client acknowledges that if under the terms of any Scheme, in which the Supplier and Post Office has agreed to dispatch Payment Instructions to Customers then its obligation will be limited to placing the Payment Instructions into the UK postal system for delivery in the manner and on the basis agreed under the terms of the Operations Specification (or in the absence of such agreement by normal second class post).

8.9 In the event that the Client is to produce and print the Payment Instruction, the Client shall be responsible for ensuring that the Payment Instructions include a Barcode which is compatible with Post Office Systems.

8.10 Where the Client's Balance falls below the Required Balance and becomes indebted to the Supplier, the Client must repay the indebtedness to the Supplier immediately. In the event that the Client does not repay the indebtedness, the Supplier reserves the right to suspend Services immediately and deduct the monies owed from the Advance Payment, if applicable.

9 COMPLAINTS

9.1 Post Office will advise Customers to refer any complaints, claims or enquiries it receives about Payments and Payment Instructions directly to the Client.

9.2 The Client shall maintain a client care facility open between 9.00am and 5.00pm on Business Days able to accept and deal with enquiries from Customers regarding Payment Instructions and to deal with any enquiries relating to the same. Details of this facility will be advised to Customers within the terms of each Payment Instruction.

9.3 If requested, Post Office will confirm whether or not any specific Payment Instruction remains an Active Payment Instruction or if a Payment has been made on account of that Payment Instruction. Post Office will be able to confirm approximately when and where the Payment was made, but not to provide any further or other information in regards to that Transaction.

10 CHANGES

10.1 The Client may propose a change to how the Service is delivered by the Supplier.. Any such request shall be made by the Client submitting a new Client Requirement Document to the Supplier.

10.2 The Supplier may make changes to the Service or the Operations Specification from time to time on fourteen (14) days' prior written notice. If the change has a material effect on the Service:

10.2.1 the Client may notify the Supplier within five (5) days of the date of such notice, any disagreement with the change; and

10.2.2 if a notice under clause 10.2.1 is served the parties shall attempt to negotiate a mutually satisfactory change to the Service. If a mutually satisfactory change cannot be agreed within fourteen (14) days of the date of the original notification of the proposed change (or such other date as agreed between the parties), then the Client may elect to terminate this Agreement on not less than forty-five (45) days' prior written notice, such notice expiring on the date of the proposed change of the Service.

11 **NAMES, LOGOS AND DEVICES**

11.1 The Client shall not use any of the Supplier's names, logos or devices without first obtaining the Supplier's prior written consent including prior written consent for any promotional, advertising or publicity material bearing such names, logos or devices. Any use shall be on a non-exclusive, non-transferable, non-sub licensable basis The Supplier reserves the right to withdraw consent at any time by giving notice in writing to the Client without incurring any liability on its part. The Client shall forthwith cease using any name, logo or device from such notice and if the Supplier so requires shall withdraw any promotional, advertising or publicity material bearing the same.

11.2 The Supplier may use the Client's names, logos or devices for any promotional, advertising or publicity material.

11.3 Notwithstanding any other term of this Agreement, if the Supplier authorises the Client to use the Supplier's names, logos and devices, the Client:

11.3.1 (unless the Supplier expressly agrees otherwise in writing) shall only use the foregoing for use for the sole purpose of directing the public to Post Office Branches as locations where payment can be claimed by a Customer presenting a Payment Instruction;

11.3.2 shall accompany the foregoing with a notification to the public of this purpose in a clear manner, unless otherwise expressly agreed by the Supplier in writing;

11.3.3 shall not state, suggest or imply that the Supplier or Post Office endorses or is a sponsor of or is otherwise affiliated with the Client or any matter to which the Payment Instruction relates; and

11.3.4 will ensure that at all times it is familiar with, and adheres to, the Supplier's branding guidelines relating to the use of the Supplier's names, logos and devices as published from time to time.

11.4 All goodwill in the Supplier and Post Office's names, logos and devices shall accrue to the respective owner..

12 **CONFIDENTIALITY AND PUBLICITY**

12.1 Subject to clauses 12.2 and 12.3 each party shall, both during the term of this Agreement and thereafter, keep confidential and shall not disclose or divulge to any third party the contents of this Agreement and/or any information in writing or in any other form disclosed to it by the other party or otherwise obtained by it as a result of entering into this Agreement which is of a confidential nature including all such information which is clearly designated as being confidential ("**Confidential Information**") and shall only use such Confidential Information for the purpose of this Agreement.

12.2 Clause 12.1 shall not apply to any Confidential Information which: (i) enters the public domain other than as a result of a breach of clause 12; (ii) is received from a third party which is under no confidentiality obligation in respect of that information; (iii) is independently developed by the receiving party without use of the disclosing party's information; or (iv) was lawfully in the possession of the receiving party prior to its disclosure.

12.3 Each party may disclose any Confidential Information: (i) to the extent the disclosure is approved by the other party in writing in advance, such approval not to be unreasonably withheld or delayed; (ii) to its agents, subcontractors and suppliers as required for the performance of its obligations, and to members of its group, auditors and professional advisors, on equivalent confidential terms and the relevant party shall procure compliance with such terms; and (iii) as required by law or any regulatory authority, including FOIA Law.

12.4 Subject to clause 11.1, the Supplier and Post Office shall be entitled to use the Client's name and branding in producing the Payment Instructions, in internal communications or communications to Post Office Branches and in communications to third parties or the public to publicise the relationship and Service.

12.5 The parties shall each take no lesser security measures in the safekeeping of the Confidential Information of the other party and in preventing its unauthorised disclosure to third parties than to its own confidential information.

12.6 Neither party shall use any Confidential Information for its own benefit, or that of any third party, nor shall it use any Confidential Information to the other party's detriment.

12.7 The parties shall notify each other in writing of any unauthorised use or disclosure of any Confidential Information promptly, and in all cases within two (2) Business Days.

12.8 Both parties agree that they will not make any announcement or publicity statement relating to the other under this Agreement or its subject matter without the prior written approval of the other (except as required by law or by any legal or regulatory authority).

13 **NOT USED**

14 **LIABILITY AND INDEMNITY**

14.1 Nothing in this Agreement shall exclude or limit a party's liability for death or personal injury resulting from a party's negligence, for fraud or fraudulent misrepresentation (including that of its employees for which it is vicariously liable, and its agents or subcontractors to the extent the party colluded in such fraud or fraudulent misrepresentation), or any other liability to the extent it cannot be excluded or limited at law.

14.2 Subject to clause 14.1, the Supplier shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of Agreements or contracts;

(d) loss of anticipated savings;

(e) loss of or damage to goodwill;

(f) loss of use or corruption of software, data or information;

(g) any indirect or consequential loss.

14.3 Other than liability specified in clause 14.4, both Parties total aggregate liability for all events giving rise to liability arising out of or in connection with this Agreement in any year of this Agreement shall be limited to the amount of the Charges paid or payable for that calendar year. The Parties acknowledge that this limitation is reasonable in the light of the total financial benefit which the other Party will receive from this Agreement.

14.4 The Supplier's total liability where a Payment has been paid out incorrectly due to the negligence of Post Office in carrying out the Services and only where the Client has complied in full with its obligations under this Agreement will be limited to the face value of the relevant Payment. The Supplier may satisfy this liability by depositing the relevant sum incorrectly paid out into the Nominated Account. For the avoidance of doubt, the Supplier will only refund the Client if such refund is received by the Post Office.

14.5 The Supplier shall not be liable for fraud of third parties including for fraud of Customers.

14.6 The Client shall pay the Supplier in full for any loss, damage, cost or expense suffered or incurred by the Supplier as a result of a complaint, demand or claim by a Customer in connection with a Payment Instruction or a Payment or any use made of personal data provided by the Client for the purposes of this Agreement as a result of any negligence, breach of statutory duty or breach of this Agreement by the Client or its employees, agents or sub-contractors.

14.7 The Client shall indemnify and keep the Supplier indemnified against:

14.7.1 Direct loss incurred or suffered by the Supplier and/or the Supplier's group in accordance with paragraph11.1; and

14.7.2 direct losses incurred or suffered by the Supplier howsoever arising as a result of or in connection with a breach of its obligations under the money laundering and terrorist financing including the Criminal Finances Act 2017, The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002 and the Terrorist Asset Freezing Act 2010 or other applicable money laundering or terrorist financing legislation as a direct result of the Client or its employees or agents breach of this Agreement. .

14.8 Save as expressly set out in this Agreement, the Supplier gives no warranties, guarantees or undertakings concerning its performance of the Services or any additional services and the Client hereby expressly agrees and acknowledges that the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

15 SUSPENSION AND TERMINATION

15.1 The Supplier shall be entitled to suspend the Service (or part thereof) on immediate notice: (i) in accordance with clause 5.5 and 8.10 (i) until the Client remedies its breach (ii) where the Client commits a material breach of this Agreement; or (iii) if the Supplier considers that the Client has or may issue Payment Instructions in breach of any law, regulation and/or guideline applicable to the Supplier or Client.

15.2 The Supplier may terminate this Agreement with immediate effect in the event that the Post Office terminates the PO Agreement with the Supplier.

15.3 The Supplier shall be entitled to suspend the service immediately should the Supplier be required to deduct monies from the Advance Payment that are owed to the Supplier from the Client until such time as the Client has reimbursed any deduction in cleared funds

15.4 A party may terminate this Agreement without cause on not less than six (6) months' prior written notice to the other party.

15.5 A party may terminate this Agreement immediately by giving written notice in the event that the other party is in material breach of its obligations under this Agreement and such breach is irremediable, or where such breach is remediable, such breach is not remedied within thirty (30) days (or any other deadline stated in this Agreement) of a written request to do so.

15.6 A party may terminate this Agreement immediately by giving written notice in the event that the other party enters into any arrangement or composition with its creditors, has an order for winding up made against it, issues a notice to call a meeting to pass a resolution for winding up (except in the case of voluntary liquidation for the purpose of bona fide reconstruction or amalgamation), has a liquidator, receiver, manager, administrative receiver or administrator appointed over all or substantially all of its assets, ceases to carry on all of or a substantial part of its business, or in the case of the Client, is unable to meet its debts as they fall due.

15.7 The Supplier may terminate this Agreement on immediate notice if it has reason to consider that its connection with the Client or any given Payment Instruction will or might damage the reputation of the Supplier or Post Office or bring the Supplier or Post Office into disrepute, ridicule or to lessen its goodwill or favourable reputation.

15.8 Termination or expiry of this Agreement shall be without prejudice to the rights or obligations of either party, which may have accrued prior to the date of termination or expiry. The obligations of each party set out in any clause intended to survive such termination or expiry, including clauses 7 and 11, 12, 13, 19, 20, 26, and 29, shall continue in full force and effect notwithstanding termination or expiry of this Agreement.

15.9 Unless the Agreement is terminated by the Supplier under clause 15.7, upon termination or expiry of the Agreement the Supplier will still, subject always to the overriding requirements of clauses 5 and 6 in regard to payment into the Nominated Account and the maintenance of the Balance, honour all Payment Instructions presented prior to expiry of the relevant Payment Instruction Validity Period. All Charges payable in respect of such matters will continue to accrue and be payable by the Client.

15.10 Upon termination or expiry of the Agreement, the Client shall use all reasonable endeavours to advise its Customers that the Service has ceased, and save as reasonably required for its records, it shall at its own expense dispose of advertisements, promotional and publicity materials in its possession which refer to the Service.

16 FORCE MAJEURE

16.1 In this Agreement "**Force Majeure**" shall mean any event or sequence of events preventing, hindering or delaying, either party from performing all or any of its obligations under this Agreement which arise from or are attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented, including fire, flood, explosion, riot, act of terrorism, government action or requirement, civil emergency or commotion, war, act of God, illness, epidemic or pandemic, industrial action (whether strike, lock-out, stoppage or otherwise and whether of its or a third party's employees) or failure of any IT system, data process system, network or communications link.

16.2 Each party shall ensure it has in place reasonable contingency measures to mitigate the effects of a foreseeable Force Majeure affecting its IT system, data processing system, network or communications link relevant to the Services. Each party shall use its reasonable endeavours to mitigate the impact of a Force Majeure on the Services.

16.3 Neither party shall be liable for any failure to perform or delay in the performance of its obligations to the extent caused by a Force Majeure during its continuation, and for such time after it ceases as is necessary for that party, using reasonable endeavours, to recommence its affected operations in order for it to fully perform its obligations.

16.4 If the Supplier is prevented, hindered or delayed from performance of a material part of the Service for a continuous period of three (3) months, then either party may terminate this Agreement on giving the other no less than thirty (30) days written notice to the other party.

17 DATA PROCESSING OBLIGATIONS

17.1 The Supplier and the Client acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Processor and the Client is the Controller of any Personal Data. A description of the processing activities undertaken pursuant to this Agreement, including the Personal Data concerned is set out in Schedule 5.

17.2 Each party shall comply with its obligations under the Data Protection Legislation.

17.3 The Supplier agrees that it shall only process Client Personal Data in accordance with the Client's instructions as set out in this Agreement or in order to perform its obligations under this Agreement, unless the Supplier is subject to an obligation under Applicable Law (including Data Protection Legislation) of the European Union or a member state of the European Union to do otherwise, in which case it shall (unless prohibited by law on important grounds of public interest) notify the Client in advance of that legal obligation.

17.4 The Supplier shall notify the Client immediately if it considers that any of the Client's instructions breach Data Protection Legislation, provided that:

17.4.1 such notification shall not be construed as an obligation on the Supplier to provide legal or professional advice or services to the Client; and

17.4.2 The Supplier makes no warranty or representation regarding the information provided in the notification whatsoever.

17.5 The Supplier agrees that it shall, at the Client's cost, assist and co-operate with the Client (as reasonably requested by the Client) in connection with ensuring the Client's compliance with its obligations under the Data Protection Legislation, including:

17.5.1 assisting the Client in completing and reviewing any Data Protection Impact Assessment;

17.5.2 taking into account the nature of the Processing, assisting the Client by appropriate technical and organisational measures, in so far as this is possible, to enable the Client to respond to requests from Data Subjects exercising their rights under the Data Protection Legislation, including: (a) promptly notifying the Client if it receives a request from a Data Subject under Data Protection Legislation; and (b) providing the Client with the Client Personal Data and details of its Processing of Client Personal Data in response to a request by a Data Subject; and

17.5.3 assisting with any enquiries from a Data Protection Regulator.

17.6 When Processing Client Personal Data, the Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects.

17.7 The Supplier shall ensure that any of its employees, agents and contractors and any employees, agents and contractors of any Subprocessor who are involved in Processing the Client Personal Data under the Agreement are subject to appropriate contractual or statutory obligations of confidentiality concerning the Client Personal Data.

17.8 The Supplier shall make available to the Client all information reasonably requested by the Client to enable the Client to verify Supplier's compliance with the obligations in this Agreement, and subject to clause 17.9 shall allow for and contribute to audits of its Processing by the Client or the Client's designated auditor.

17.9 The Client shall give the Supplier reasonable notice of any audit to be undertaken in accordance with clause 17.8 and the scope of the audit and manner in which it is to be conducted will be agreed by the parties in advance. Any costs and expenses that are reasonably incurred by the Supplier in assisting the Client with any audit shall be the responsibility of the Client.

17.10 The Client acknowledges and agrees that the Supplier may transfer or Process Client Personal Data outside of the Safe Countries, provided that appropriate safeguards are in place in relation to the transfer or Processing and that prior written notice is given to the Client. For the avoidance of doubt, the Client provides consent to the transfer or Processing of

Personal Data outside of the Safe Countries to the and/or by the Subprocessors identified in Schedule 6..

17.11 Subject always to clause 17.12, the Client agrees and consents to the Supplier using sub-contractors to Process any Personal Data in connection with this Agreement (**Subprocessors**), and in particular, the Client consents to the use of the following Subprocessors:

17.11.1 any sub-contractors already engaged by Supplier under this Agreement as at the date of this Agreement as identified in Schedule 6;

17.11.2 any and all agents and operators appointed by the Supplier and/or Post Office from time to time for the operation of a Post Office branch as identified in Schedule 6; and

17.11.3 other additional or replacement sub-contractors appointed by the Supplier to provide certain services relating to this Agreement on the Supplier's behalf, provided that the Supplier shall notify the Client in writing of such additional or replacement sub-contractors at least thirty (30) days before they begin processing the Personal Data.

17.12 In respect of any Subprocessor appointed by the Supplier pursuant to Clause 17.11, the Supplier shall:

17.12.1 enter into a written agreement with each such Subprocessor which gives effect to the terms set out in this Agreement such that they apply to the Subprocessor; and

17.12.2 remain fully liable for all acts or omissions of any Subprocessor.

17.13 The Supplier shall notify the Client promptly should it:

17.13.1 receive notice of any complaint made to a Data Protection Regulator or any finding by a Data Protection Regulator in relation to its Processing of Client Personal Data, under this Agreement; and

17.13.2 receive any request from or on behalf of a Data Subject exercising their rights in relation to Client Personal Data under the Data Protection Legislation.

17.14 Subject to Clause 17.15, the Supplier shall notify the Client promptly if it becomes aware of any Personal Data Breach. This notification shall include:

17.14.1 the nature of the breach, including the categories and approximate number of Data Subjects and records concerned;

17.14.2 the contact at the Supplier who will liaise with the Client concerning the breach; and

17.14.3 the remediation measures being taken to mitigate and contain the breach.

17.15 If the Supplier is unable to provide all of the information required under Clause 17.14 in accordance with the time limits set out in that Clause, the Supplier shall provide as much information as it is able to within those time limits and shall provide all further information as soon as reasonably practicable thereafter.

17.16 On termination or expiry of this Agreement for whatever reason, and unless required otherwise by Applicable Law, the Supplier shall cease to Process any Client Personal Data and shall, at the Client's discretion, and in accordance with the Client's instructions, either:

17.16.1 return all Client Personal Data to the Client, together with all copies of the Client Personal Data in its possession or control;

17.16.2 provide the Client Personal Data to a third party as instructed by the Client, together with any copies of the Client Personal Data in its possession or control; or

17.16.3 carry out a certified and secure destruction of the Client Personal Data, together with any copies of the Client Personal Data in its possession or control.

17.17 In such event, and unless required otherwise by Applicable Law, the Supplier shall not retain any copy of any part of the Client Personal Data, in any form or media.

18 ASSIGNMENT AND SUB-CONTRACTING

18.1 The Supplier shall assign, transfer or otherwise dispose of any of its rights or obligations hereunder by providing notice to the Client.

18.2 The Client shall not assign, transfer or otherwise dispose of any of its rights and obligations hereunder without obtaining the Supplier's prior written consent.

19 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement is not intended to create any right enforceable by any person not a party to it and none will arise. The Contracts (Rights of Third Parties) Act 1999 is by this clause 19 excluded from the operation of this Agreement.

20 ENTIRE AGREEMENT

This Agreement and any other document or agreement referred to in this Agreement sets out the entire agreement and understanding between the Supplier and Client relating to the subject matter referred to in this Agreement. This Agreement shall take priority over any other terms and conditions, which may appear in the Client's documents or elsewhere and will supersede any communication (verbal or written) relating to the subject matter of this Agreement. All previous agreements relating to the subject matter of this Agreement will also be superseded by this Agreement. Neither party has relied on any statement or representation made by either party prior to entering into this Agreement. Nothing in this clause 20 will operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

21 WAIVER

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22 **VARIATION**

No variation of this Agreement shall be valid unless it is in writing and signed by and on behalf of each of the parties.

23 **SEVERABILITY**

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 23 shall not affect the validity and enforceability of the rest of the Contract.

24 **FURTHER ASSURANCE**

Each party undertakes, at the request of the other party, to sign all documents and to do all other acts, which may be necessary to give full effect to this Agreement.

25 **NOTICES**

Any notice to be sent or given in connection with this Agreement shall be in writing and sent by hand, Royal Mail Special Delivery or first class post to the other party at its registered address for the attention of the Company Secretary (or to such other address as may be notified in accordance with this clause from time to time). Items sent by hand or Royal Mail Special Delivery shall be deemed to have been received by the addressee at the time of delivery to the party concerned and first class post the next Business Day after posting.

26 **DISPUTES**

26.1 All disputes arising out of or in connection with this Agreement shall to the extent possible be settled amicably by negotiation between the parties within 30 days from the date of written notice by either party of the existence of such a dispute and, failing such amicable settlement, to refer the dispute to mediation in accordance with clause 25.

27 **MEDIATION**

27.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (Dispute) then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:

(a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Manager of the Supplier and Manager of Client shall attempt in good faith to resolve the Dispute;

(b) if the Manager of Supplier and Manager of Client are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Director of Supplier and Director of Client who shall attempt in good faith to resolve it; and

(c) if the Director of Supplier and Director of Client are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 28 days after the date of the ADR notice.

27.2 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the Dispute.

27.3 If the Dispute is not resolved within 42 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 42 days, or the mediation terminates before the expiration of the said period of 42 days, the Dispute shall be finally resolved by the courts of England and Wales.

28 **NO SET OFF**

All amounts payable by the Client to the Supplier under this Agreement must be paid without any set off, counterclaim or deduction being made.

29 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same instrument.

30 **FOIA AND ENVIRONMENTAL INFORMATION REGULATIONS**

30.1 The Supplier shall assist and co-operate with the Client to enable the Client to comply with FOIA Law.

30.2 The Supplier shall provide reasonable assistance as requested by the Client to enable the Client to respond to a Request for Information within the time for compliance set out in FOIA Law, as applicable.

30.3 The Supplier shall not respond directly to a Request for Information unless expressly authorised in writing by the Client.

30.4 The Client shall, in its absolute discretion, be responsible for determining whether the Information requested is exempt from disclosure in accordance with the provisions of FOIA Law; or to be disclosed in response to the Request for Information.

31 **NOT USED**

32 **NO PARTNERSHIP**

32.1 Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between any of the parties.

33 **NO BRIBERY**

In accordance with the provisions of the Bribery Act 2010 each of the Parties acknowledges and confirms that it does not enter into this Agreement on the basis of any gift in kind, reward, compensation, inducement or other advantage or offer or promise of the same.

34 APPLICABLE LAW

This Agreement is governed by and will be construed in accordance with the laws of England.

The parties irrevocably submit to the exclusive jurisdiction of the courts of England which will have jurisdiction to hear and decide any suit, action or proceedings and/or to settle any dispute (whether contractual or non-contractual) which may arise out of or in connection with this Agreement.

Schedule 1

Part 1 Definitions

"**Accounting Period**" means a period of approximately one month, to be notified in advance to the Client;

"**Active Payment Instruction**" means a Payment Instruction which has been issued by Post Office or which the Client has been authorised to issue containing a Barcode against which Payment has not yet been made and in relation to which is still within the Payment Instruction Validity Period or the Payment Instruction has not been cancelled in accordance with the Operations Specification and "**Active**" will be construed accordingly;

"Advance Payment" means a contractually due sum that is paid or received in advance of the Supplier facilitating Payments

"**Agreement**" means this agreement together with the schedules and appendixes to it;

"**Applicable Law"** means all applicable laws, statutes and regulations, including by-laws of local or other authorities;

"**Balance**" has the meaning given in clause 5.5;

"**Barcode**" means a unique barcode (or series of numbers in the case of electronically issued Payment Instructions) per Transaction used to identify via the Post Office System the value of the Payment Instructions and to take account of the Payment to be made;

"**Business Day**" means a day which is not a Saturday or Sunday or a bank or national holiday in England;

"**Charges**" means the charges and other sums payable by the Client to the Supplier under this Agreement as specified in Schedule 2 and as revised in accordance with Schedule 2 and clause 7.2;

"**Client**" means the client of the Supplier who wishes to use the Services to make a Payment by means of a Payout Service to its Customer;

"**Client Personal Data"** means the Personal Data Processed by the Supplier(or its Subprocessors) under or in connection with this Agreement;

"**Client Requirement Document**" means the form in substantially the same form as set out in Part 2 Schedule 3 of this Agreement;

"Commencement Date" as stated in the G Cloud 15 – Call-Off Contract

"**Confidential Information**" has the meaning given to it in clause 12

"Controller" has the meaning set out in the GDPR;

"**Customer**" means a customer of the Client to whom the Client wishes for the Supplier to make a Payment on presentation of a Payment Instruction at a Post Office Branch;

"**Datafile**" means a datafile in the format and content acceptable to Post Office containing all of the Customer information it requires to generate either the Barcode or barcode data or complete Payout Instructions as required by the terms of an existing Standard Scheme;

"**Data Protection Impact Assessment"** has the meaning set out in the GDPR;

"Data Protection Legislation" means the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other Applicable Law in respect of data protection and data privacy;

"Data Protection Regulator" means the Information Commissioner's Office and the European Data Protection Board or any successor body to either regulator from time to time and any other supervisory authority with jurisdiction over either party in relation to matters of data protection and privacy;

"Data Subject" has the meaning set out in the GDPR;

"**Environmental Information Regulations**" means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

"**Force Majeure**" has the meaning given to it in clause 16

"**Financial Year**" means the Supplier's financial year, commencing 1 April in any year and terminating 31 March in the following year, or such other financial year determined by Post Office from time to time;

"**FOIA**" means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations and as may be amended, consolidated, extended or re-enacted from time to time;

"**FOIA Law**" means FOIA and/or the Environmental Information Regulations;

"**GDPR**" means General Data Protection Regulation (Regulation (EU) 2016/679);

"**Identification Check Service**" means the optional additional service that the Supplier can request Post Office to undertake as set out in in any Operations Specification;

"**Information**" has the meaning set out in section 84 of the FOIA;

"**Nominated Account**" means the following bank account details for the Post Office or such other account as Post Office may notify to the Client in writing:

Bank:	Barclays Bank
Account Name:	Post Office Limited - Payout
Sort Code:	20-00-00
Account Number:	93383210

"**Non-Recurring Charges**" means charges other than the Recurring Charges payable by the Client to the Supplier under this Agreement specified in table 1a and 2a of Schedule 2;

"**Operations Specification**" means each operations specification for each Scheme substantially in the form set out in Schedule 4 as amended from time to time under the Change Control Procedures

"**Payment**" means a payment of cash the Client wishes the Supplier to instruct Post Office to facilitate and to make to its Customers on its behalf by means of payment against receipt of a Payment Instruction and, if required by the terms of the Payment Instruction, presentation of identification documentation;

"**Payment Instruction**" means the instruction to Post Office to make a Payment to the Customer presenting it at a Post Office branch;

"**Payment Instruction Validity Period**" means the period that has been agreed in the Client Requirement Document that a Payment Instruction will be valid on the Post Office system and always commencing on the date the Datafile or Payout Now! Request is processed;

"**Payout NOW! Balance**" means that part of the Balance that has accrued as a result of the regular periodic payments specified in the relevant Client Requirement Document as required in accordance with clause 5.5

"**Payout NOW! Request**" means a written request in the format and content acceptable to Post Office containing all of the Customer information it requires to generate either the Barcode or barcode data or complete Payout Instructions as required by the terms of an existing Payout NOW! Scheme;

"**Payout NOW! Scheme**" means a scheme created by Post Office relating to a Client Requirement Document in respect of the Payout NOW! Service to allow the operational aspects of the Service to be performed in accordance with the relevant Client Requirement Document;

"**Payout NOW! Service**" means that part of the Service under which Post Office agrees to make urgent Payments to Customers from the Payout NOW! Balance on receipt of an Active Payment Instruction in Post Office Branches

"**Payout Service**" means a Payout NOW! Service or a Standard Payout Service (as the context requires);

"**Personal Data"** has the meaning given to it in the GDPR;

"Personal Data Breach" has the meaning given to it in the GDPR;

"**Post Office**" means (company number 02154540) whose registered office is at Finsbury Dials 20 Finsbury Street, London, EC2Y 9AQ]

"**Post Office Branch**" means any "post office branch" or other form of outlet, terminal or presence in the network owned or operated by or on behalf of Post Office from time to time, at which the Service shall be provided;

"**Post Office System**" means the computer system operated by Post Office from time to time which will record the creation and value of each Barcode, when a Payment Instruction becomes an Active Payment Instruction and when Payment is made against an Active Payment Instruction;

"**Processing"** has the meaning given to it in the GDPR and the words Process and Processed shall be construed accordingly;

"Processor" has the meaning set out in the GDPR;

"**Recurring Charges**" means the charges per Transaction payable by the Client to the Supplier under this Agreement specified in table 2 of Schedule 2;

"**Request for Information**" means a request for information under the FOIA Law

"**Required Balance**" has the meaning given in clause 5.6

"**RPI Increase**" means the average annual change in the level of the Retail Prices Index (all times) over a 12 month period as last published at the relevant time by the Office for National Statistics or its successor (but, so that for the purposes of this Agreement, RPI Increase shall never be less than zero);

"**Safe Countries"** means:

1.1 the countries that comprise the European Economic Area, and in the event that the United Kingdom or any part of it falls outside the European Economic Area, those countries and the United Kingdom or that part of it; and

1.2 any other country, territory or organisation which the European Commission has formally recognised as providing an adequate level of protection for Personal Data (including any organisation certified under the Privacy Shield scheme); and

"**Scheme**" means Payout NOW! Scheme or a Standard Scheme (as the context requires);

"**Service**" means the services provided by the Supplier to the Client as described in Part 1 of Schedule 3 and specified in the relevant Operations Specification and as selected by the Client in any given Client Requirement Document;

"**Standard Payout Service**" means that part of the Service under which the Supplier agrees to make Payments to Customers on receipt of an Active Payment Instruction, which is not a Payout NOW! Service in Post Office Branches;

"**Standard Scheme**" means a scheme created by Post Office relating to a Client Requirement Document to allow the operational aspects of the Service to be performed in accordance with the relevant Client Requirement Document, which is not a Payout NOW! Scheme;

"**Subprocessor"** has the meaning given to it in clause 16.10;

"**Transaction**" means a transaction involving Post Office making a Payment following presentation to it of a Payment Instruction; and

"**Value Added Tax**" or "**VAT**" has the meaning defined in the Value Added Tax Act 1994 and includes any other value added or sales tax from time to time.

"Year" means the twelve (12) month period commencing on the commencement date and each subsequent twelve (12) month period.

Part 2

Interpretation

1.1 Headings are for convenience only and shall not affect the construction or interpretation of this Agreement.

1.2 Unless the contrary intention appears:

1.2.1 words in the singular include the plural and vice versa;

1.2.2 words importing the masculine gender include the feminine and neuter and vice versa;

1.2.3 references to persons include bodies corporate, unincorporated associations, partnerships or an authority;

1.2.4 any reference to a statute shall include any subordinate legislation made from time to time under that statute which is in force at the date of this Agreement;

1.2.5 any reference to a statute shall include such statute as from time to time modified, re-enacted or consolidated whether before or after the date of this Agreement;

1.2.6 the words "include", "includes" and "including" and any words following them shall be construed without limitation to the generality of any preceding words or concepts and vice versa;

1.2.7 the Schedules and Appendices to this Agreement form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement; and

1.2.8 in circumstances of conflict between the main body of this Agreement on the one hand and the Schedules and Appendices on the other, the main body of this Agreement shall take precedence.

Schedule 2 Charges

As stated in the G cloud 15 Call-Off Contract

Schedule 3

Part 1: Overview of Services

The Supplier shall facilitate Payments via its relationship with the Post Office and the Post Office Payout® service to make those Payments available on behalf of its Customers.

Post Office Payout® is a service whereby Post Office has the ability to make payments of cash on behalf of the Client to a Customer who is present in a Post Office Branch, using either email, SMS or letter vouchers.

Part 2: Client Requirement Document Template

<u>Client Requirement Document</u>

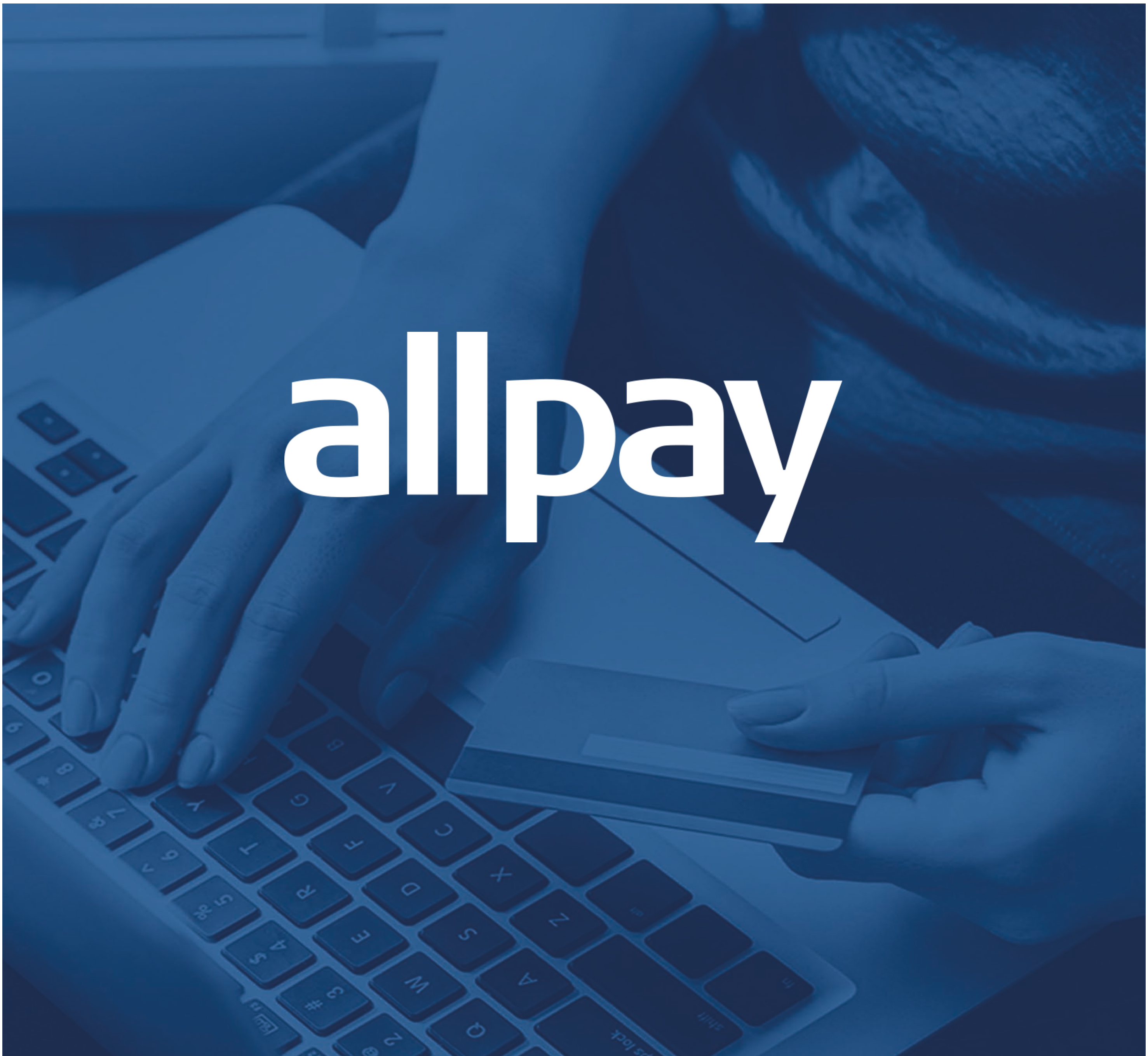
Below is an example of the Client Requirement Document, which shall be completed by the Client as a separate document to this Agreement:

Client Information	**YELLOW areas to be completed by by the Client.** ***Delete as appropriate**
Details	
Trading Name	
Address line 1	
Address line 2	
Address line 3	
Address line 4	
Postcode	
Company Details	
Registration Number	
Country of Registration	
Website Address	
Nature of Business	
Payout Usage	
Anticipated start date	
Transaction volume per annum	
Frequency*	Recurring / One-off
Reason for Payments	
Payout Voucher Details	
Type*	SMS Email
Value*	Variable / Fixed
ID Checking*	Yes / No
Payout NOW Usage	
Anticipated start date	
Transaction volume per annum	

Frequency*	Recurring / One-off
Reason for Payments	
Payout NOW Voucher Details	
Type*	SMS Email
Value*	Variable / Fixed
ID Checking*	Yes / No

Schedule 4

Operations Specification



allpay

Operations Specification for your Payout® Scheme & Payout NOW! Scheme

Call **0844 225 5729*** Email **enquiries@allpay.net** Visit **www.allpay.net**

allpay Limited, Fortis et Fides, Whitestone Business Park, Hereford, HR1 3SE

*allpay Limited would like to make you aware that the following call will be charged at 7 pence per minute plus your phone company's access charge, which may vary depending on provider

Contents Page

DEFINITION

This Operations Specification specifies the arrangements for the provision of Payout®/Payout NOW! Scheme with allpay.

The operational details set out in this Operations Specification may be amended from time to time by notice from allpay to the Client.

SERVICE TYPE

The Client will use their allpay Payout® services and vouchers to deliver the payment of cash to their customers.

The Schemes are facilitated by allpay utilising a partnership with the Post Office. The Post office are the Portal provider.

VOUCHER FULFILMENT

Voucher Type

The Client will have the option of the following voucher types as their preferred channels for payment to their customers:

printed letter – Payout only

SMS – Payout & Payout NOW!

Email – Payout & Payout NOW!

Voucher Distribution

Dependent on the distribution channel chosen by the client; the vouchers shall be distributed as follows:

- For printed letter vouchers, printed on agreed letter templates and sent directly to the recipient as directed in the datafile, using a standard unmarked window envelope, with the Post Office® returns handling address printed at the front, top left corner
- For SMS vouchers, sent directly to the recipient as directed in the datafile
- For Email vouchers, sent electronically to the recipient, as directed in the datafile:
    - Payout – as an attachment to a standard email;
    - Payout NOW! with a barcode embedded within a standard email

Voucher Validity

Voucher validity is a fixed system parameter. In agreeing a generic validity period, the Client's vouchers will all be valid for this generic period of time. The Validity period for Payout® or Payout NOW! voucher shall be valid for a period of one month from the date of issue. The Client may wish to withdraw a campaign on a date that is earlier than the system expiry, and vouchers can be 'expired' earlier than the system validity date through the 'campaign cessation' process covered in more detail within this document.

Voucher Format

The Client may choose to use multiple templates, for numerous campaigns simultaneously. Each template shall have the ability to contain print merge fields in order to accommodate specific text that may apply to particular Client's customers or products / services.

Each template shall have a unique code that will enable allpay to facilitate the Client print, production and MI report requirements.

allpay shall agree each Client's voucher template, including any print personalisation fields, as part of the proofing of the template process.

The Client can add further voucher templates (the format of which must be agreed by allpay) at any time.

Email Voucher Delivery Failure

Should an email voucher not be delivered successfully, and an error message returned then an email notification can be sent to an address provided by the Client.

DATAFILE FORMAT AND CONTENT

Datafile Format

The file format will be specified at set up, as this will vary depending on the Client's requirements. Payout files must be presented in csv format. Payout NOW! files can be presented in either csv or xl formats.

Datafile Daily Acceptance Cut-off

All data supplied shall remain the property of the Client. Payout files should be received Monday to Friday prior to 13.00 on the day of submission.

Datafile Text Presentation and Standardisation

Clients provide datafile data in many varied forms – i.e. a mixture of capitalised and lower-case fonts. In order to apply a consistent approach to datafile processing, auto-formatting will be applied to all Client datafiles, irrespective of how the data has been supplied in the datafile.

The rules that are applied to all datafiles are listed below.

- First letter of name fields will be capitalised, with the remainder lower case.

- Where a name contains a hyphen, the letter immediately after the hyphen will be capitalised – i.e. Smith-Simpkins.
- Where a name contains an apostrophe as the second character, the letter immediately after the apostrophe will be capitalised – i.e. 'O'Doherty'.
- Where a name begins with the letters "MC" the first letter and third letter will be capitalised – i.e. 'McDonald'
- Where a surname begins with "Mac" the first and fourth letter will be capitalised – i.e. 'MacDonnell'.

The outlined rules above will be applied to Client datafiles where the naming fields below have been separated either into separate columns in the datafile or have been concatenated into a single column. Please note that for single-column presentation, the title, first name / initial and surname should be separated, within the column, with a space.

- Title
- First name or initial
- Surname

The above rules will be applied to both the address, name and also the name contained in the opening salutation.

CONNECTIVITY

The datafile transfer arrangements shall be in the format as agreed between the Client and allpay and via the Post Office payout® Web Portal.

MANAGEMENT INFORMATION REPORT

The agreed format of the Client management reports will be confirmed when templates are agreed.

MI Report Frequency

The management information reports will be provided on each Working Day and contain only those status changes from the previously run report. The reports remain accessible for a period of 28 days following voucher production.

MI Report Format

The MI report format is standard and fixed, the structure of which is documented at Annex 1. In summary, the report will contain the following;

Since report last run, vouchers that have been enlivened;

Since report last run, vouchers that have been cashed;

Since report last run, vouchers that have been cancelled;

Since report last run, vouchers that have expired without being cashed.

The MI report will be presented to the Client in the following format:

Single file, csv format, containing status codes that represent the current status of the voucher that has changed, since the report was last run;

Contain a header row

Contain all the agreed information from the Client datafile;

For cashed vouchers, provide the date, time and place of encashment;

For cancelled vouchers, provide the date of and reason for cancellation.

MI Report - Timescales

Such reports shall be provided on each Working Day and transferred / made available to the Client by 12.00pm on the day due, via the agreed transfer service.

MI Report Status Codes

Clients will have to interpret the MI data status codes in order to understand the current status of vouchers. The table below provides the codes that will appear on Client MI reports:

MI Report Code – for 1 Month Valid Vouchers	Meaning
10	Enlivened
110	Cashed
200	Cancelled
300	**Expired**

OPERATIONAL CYCLE

The following table outlines the timescales and the outline flow of data.

Operational Cycle Table – Payout

OPERATIONAL DAY	ACTIVITY

Prior to go-live	The Client will transfer a financial float in order to meet the face value of the first few datafile(s)
1	The Client will transfer the datafile to using agreed connectivity
1	Datafile received and the Client's face-value float checked
1	Pending sufficient face-value funds being available, datafile released for processing through Post Office® systems
1-2	Datafile allocated unique voucher ID(s) and uploaded to Post Office® systems overnight and data only files transferred to the Purchaser
2	Vouchers distributed via 2nd class postage, SMS or Email channels
2+	Data only files converted into vouchers by the Purchaser and despatched
2	Email and SMS vouchers can be encashed at any Post Office® branch, as soon as received by the payee
2 onwards	MI Reports are provided to the Client on each Working Day.
3+	Printed, voucher recipients able to then cash vouchers at any Post Office® branch. Exact timescales for receipt will be dictated by the postal tariff defined by the Client.

CANCELLATION, EXPIRATION AND ACCOUNTING

From time to time, the Client may wish to cancel and/or reissue a Voucher. There are two cancellation options available to the Client:

A same day cancellation procedure – limited to a maximum of 12 cancellations daily, and suitable for quick turnaround cancellations, or small numbers;

An overnight batch cancellation process – no limitations on volume, and suitable for large-scale or non-urgent cancellations.

Cancellation File Format

Please await confirmation of the cancellations before attempting to issue a replacement voucher. This prevents double value exposure for the Client.

Client Cancellations

When the Client makes a cancellation, the cancelled item will appear on the Client's MI reports the following working day. For each Voucher that has been cancelled, a short note detailing the cancellation authority and reason will be included in column L of the MI report – such as 'Client cancellation', with the name of the requester noted.

Cancellation and Expiration Accounting

When a cancellation of a voucher is performed, or the voucher expires without having been cashed, the face value monies are credited back to the Client.

The Client may wish to:

- Have the monies returned to them when the next financial settlement takes place.

Instigate the return of the monies immediately, by emailing the Administration Team at client.services@allpay.net

- Retain the monies in the Client vendor account and use for further, first-time payments.
- Requests to Cancel an Already Cashed, Cancelled or Expired Voucher

Occasionally the Client may request the cancellation of a voucher that has already been:

- Cancelled by the Administration Team on the instruction of the Client;
- Cancelled as a result of the Returns Mail Process;
- Cashed by the payee;
- Expired by the system.

If a voucher has already changed status from 'enlivened', for one of the reasons above, the voucher cannot be cancelled.

The Administration team will notify the Client of vouchers where a cancellation request has already been submitted, and where the cancellation has not been possible.

The Administration Team will provide the Client, via email, with the following level of information:

Details of the previous cancellation;

Details of the expiry;

In the case of encashment, the

Branch unique identifier (FAD Code)

Date of encashment

Time of encashment

Voucher Reissue Procedure

From time to time, the Client may have the need to reissue a voucher on behalf of a customer.

The procedure is to first cancel the original voucher number, await confirmation of the cancellation – either from the Administration Team or within the Client MI report, and present a new datafile with the detail included, as a first-time voucher request.

Voucher STATUS ENQUIRY PROCEDURE

The Client may have the need to establish the real-time status of a particular voucher. The procedure for a status enquiry is provided in the table below.

Real Time Voucher Status Enquiry

Step	Detail	Comments
1	Client identifies need to establish the status of a Payout voucher(s).	
2	Client creates an email, addressed to Client.services@allpay.net, and simply states the unique reference of the voucher they wish to establish. An example of the wording has been inserted opposite:	'Please provide the current status of voucher number 0859586747, in the name of XXXXXXX.'
3	**An email is returned to originator with the current status of the voucher(s).**	**This will confirm the real-time status of the voucher(s).**

CAMPAIGN EARLY CESSATION

The Client can wind-down a campaign, by notifying client.services@allpay.net

The Client may wish to run a particular campaign that has a shorter period of validity than the system validity. The Client will publish, in the content of their letter collateral, the validity for the campaign – i.e. 'this letter is valid until 21st July 2021'.

In these cases, where the validity period is reduced by the Client on the voucher, the Client will be responsible for ending their scheme on the date that they have published on the voucher by producing a cancellation file for all the outstanding vouchers that remain uncashed but are valid on the Post Office's system.

The Client can do this by running a comparison from their MI data reports. The key steps are detailed in the subsection below.

Campaign Cessation Process Steps

On the Client's chosen date, and using an MI file, the client must sort an amalgamated view of their transaction history. This is done by:

Amalgamated view = a single spreadsheet containing all enlivenments, encashments, cancellations and expiries that have taken place on the campaign since the campaign started.

Sort the data on 'voucher ID'.

This sortation will provide two sets of vouchers:

Vouchers that have two line entries, one for the original enlivenment, and the other entry for either the encashment, cancellation or expiry, and

Vouchers that have only a single line entry for the original enlivenment.

It is the single-line entries that the Client assumes still remain live, and it is these voucher IDs that the Client will export into a cancellation file, and submit for cancellation. We only requires this voucher number to be inserted into the cancellation file.

The Client must not worry at this stage about any encashments that may take place on the actual day this file is produced. This will be a small number and will be flagged as an exception when the campaign cessation cancellation file is processed.

Once the file has been submitted, all of these outstanding voucher IDs will be cancelled by the system and appear the following day in the Client's MI report as 'cancelled'.

Once the Client has completed this exercise, the amalgamated view can be re-run to see that all vouchers that have been enlivened on the campaign now have two entries.

The Client can then request, via the client.services@allpay.net, that the campaign be closed down, and settled financially. The team will arrange for this to happen, and any unused face value funds returned to your nominated bank account.

There may be some exceptions that are flagged when a mass cancellation is run – and the team will provide the Client with the reason for exception – i.e. item was cashed on 22nd July 2018 (i.e. the date that the Client ran the report but had not yet cancelled the outstanding voucher IDs).

The only caveat on this approach is that throughout the life of a campaign, the Client will reissue some transactions. These reissues will not have the same expiry date, as the others, and therefore, if the Client has reissued a voucher for a customer on 15th July, and the mass cancellation takes place on 21st July, the customer will only have 6 days to cash the payment. That said, if it is clear in the letter the expiry date, the customer must manage their encashment around this.

PRODUCT SUPPORT PROCESS

Occasionally some Post Office® branches may not recognise a payout voucher. As a result, the Client may need to invoke the Product Support Process. This process ensures that the branch non-conformance is rectified – via a call to allpay notifying the Post Office including a responding email to the Client confirming action taken.

In the event of a recipient challenging payment or non payment the process we will follow is:

Escalation

The Client will provide the following details about a voucher to be queried to client.services@allpay.net The email will contain the following details:

Payee Name

Voucher Number

Outline of problem

Branch visited

The teams will investigate the issue, checking whether the voucher is valid, and a potential reason for the problem.

SCHEME (TRANSACTION) SUMMARY

The Clients will be using allpay Payout® Schemes 110 and Payout NOW! Scheme 210.

Scheme Restrictions

The Client will not be able to change the length of validity without changing the scheme on which their vouchers are enlivened. Therefore, the length of validity of vouchers is dictated by the scheme choice, and cannot be changed at voucher or individual Voucher level.

Should a Client require different scheme parameters in the future, they must first talk to allpay, who will propose the change for implementation.

SCHEME ID CHECKING

The ID checking element of the transaction is controlled at individual voucher level – so can be switched on or off at the Client's discretion. ID is controlled through a column entry in the Client datafile.

The digit check placed in the datafile dictates the level of ID checking that the payee will undergo when attempting to cash the payment. The options available to the Client are covered in more detail in the following subsections.

Proof of ID Code Rules

It is allpay's recommendation that the Client's default digit code should always be '2', unless there are specific reasons why a reduced digit code would be more suitable for their customers.

Please note that a voucher's digit code cannot be amended once issued. To change a payee's digit code, the Client will have to follow the cancellation and reissue procedure, document in detail at the Section entitled 'Cancellation Procedure Diagram'.

'2' – placing an indicator of '2' in the datafile column "POI code", will ensure that the transactional screens will prompt for a form of ID, and display from the complete list documented at 15.2. The clerk will be prompted to confirm the form of the ID provided. This information is available to the Client on request, on a voucher-by-voucher basis, should it be required.

'1' - placing an indicator of '1' in the datafile column "POI code", will drop the specific list of ID, documented at 15.2, but instead ask the clerk 'has the customer provided a form of ID?'.

Leaving the digit code column blank – the clerk will not be prompted to request any form of ID from the customer – unless the opening message screen instructs the Post Office® cashier to check for ID regardless of transaction flow.

Specific ID Forms

For digit Code 2, the following forms of identification are acceptable, as defined by the [scheme or Client ID] scheme parameters.

Valid UK Passport

Valid EU Driving Licence

Valid UK Driving Licence

Police Warrant Card

Armed Forces ID Card

National Identity Card (photographic)

UK Biometric Residency Permit

Government or Local Authority Letter

Asylum ID Card

Other Photo ID

ID Checking Branch Process

When a payee is prompted to provide a form of ID from the list documented in 'Specific ID Forms' above – and where the digit Code that has been inserted into the Client datafile for that voucher dictates, the following branch ID checking procedure commences.

The payee will be asked to provide a form of ID from the list the Client has publicised in their collateral.

If the payee is unable to provide an appropriate form of ID, then the payment shall be declined and the payee referred to the Client. The voucher will be returned to its original state and the payee will be able to return at a later date, within the voucher's period of validity, with an acceptable form of identification, when the payment will be made.

When a valid form of identification is presented, and the voucher fully transacted, the cashier will be prompted to make the payment to the payee. A receipt will be printed, and unless the transaction flow instructs otherwise, the payment, receipt and letter will be handed to the payee. The transaction ends at this stage.

The voucher status is changed to 'encashed', and cannot be used again.

FINANCIAL – BANK ACCOUNTS

Purchaser Bank Account Details

allpay and the client are required to exchange formal banking details for the accounts between which face value monies will be exchanged.

It is the Client's responsibility, as soon as practically possible, to provide the following information, on company letter headed paper, by post or scanned by email to:

allpay implementation team

Email: implementation@allpay.net which will form part of the set up with the Post Office.

The information that is required to be provided is for the face value funding account only is:

Bank account number;

Sort code;

Bank name;

Branch address;

Name of account;

VAT Number – if applicable;

Contact job role – name, telephone number, fax number;

Confirmation of authority for Post Office Limited to 'push' monies back into the face value funding account and to be used for payout face value settlement only.

Should the details of the accounts change then the Client must request a copy of the "Change of Bank Details" form and provided a completed copy to their contact. The Client must provide us at least 10 Business Days notice.

FINANCIAL STATEMENT

Post Office Limited shall ensure that the Funds are documented on the Client's financial statement. This statement will be sent periodically to the Client, but can be requested at any time from the Administration team at Client.services@allpay.net

Financial Statement

The financial statement will detail the following activities:

Face value funding received from the Client for the scheme or campaign;

Datafiles received from the Client for the scheme or campaign;

Cancellations authorised by the Client for the scheme or campaign;

System-driven expirations that have occurred for the scheme or campaign.

The financial statement is presented in an excel format, and shall be sent to the agreed frequency to [Financial Statement Recipients].

An example of a typical financial statement has been inserted at Annex 3 this will be sent directly to the Client from allpay.

FINANCIAL – ACCOUNTING

This section covers the typical accounting and settlement events that involve the Client's funds.

Cancelled Vouchers

In the event that the Client wishes to cancel a voucher(s), and once the cancellation process has been completed and the cancellation(s) appear as cancelled within the Client MI report, the face value monies from the cancellation(s) shall be returned to the Client's face value float and be recorded on the Client Financial Statement.

Unused Face Value Refund

In the event that the Client has over-funded face value monies, the Client can request a refund of the surplus face value monies upon request via the client.services@allpay.net email address. allpay will arrange for the refund of surplus face value monies back into the Client nominated bank account.

The refund process shall take a minimum of one to two working weeks to perform.

CONTACT

For all day-to-day enquiries, the Client's contacts will be:

Name	Title	Contact Details	Areas of responsibility
Account Manager	Account Manager	Email XXXXXXX Tel XXXXXXXX	**First-line Client contact** - pricing - escalation of problems - annual review / new requirements
Lucia Davies	Commercial Manager	Email lucia.davies@allpauy.net Tel 0330 135 9514	**Escalation point for Account Manager**
Client Services	Payout Administration Team	Client.Services@allpay.net	**Business as usual Client support, including:** **-** Data file queries - Management Information file queries - Financial reconciliation file queries - Voucher enquiries
Matthew Harris	Client Services Manager	Matt.harris@allpay.net	**Escalation point for Client Services**
Implementation/Changes		Implementation@allpay.net	**Implementation of Client requirements, including:** - Scheme/Campaign launch and full implementation - Technical changes or queries after implementation - New or amended templates **- Post Office® network branch non-conformance**
Invoicing Team		invoicing@allpay.net	**Invoicing queries**

MAKING CHANGES POST IMPLEMENTATION

There are many circumstances why a Client may have a need to implement a new payment campaign or make changes to their existing activity. The types of changes that can be successfully managed have been covered in the following subsections.

Making Changes to the Transaction Flow

Should a Client wish to make changes to the transaction flow, then the Implementation Manager will be able to advise on the correct course of action.

Implementing a New Payment Campaign

When a Client has the need to implement a new payment activity, a new Client Requirement Form will have to be completed.

Proof and sign-off of a new template;

Check file format meets Client's requirements;

The Client's Account Manager will be able to help the Client organise a new payment activity. Typically, this activity will take 5 working days to complete.

FILE NAMING PROTOCOL

Datafile Naming Protocol

Datafiles received will be allocated a batch number and funds permitting, released for enlivenment, printing (if applicable) and distribution.

For all datafile submitted, the following file naming protocol should be used:

Item	Detail	Comments
DF	means: datafile	static, must be used
_	Underscore	static, must be used
[Clientname] [scheme reference]	name of Client and scheme number	static, must be used the Client name must not exceed 20 characters (including spaces)
_	Underscore	static, must be used
[COLLATERAL]	Distribution vehicle to be used	Can be 'LETTER', 'EMAIL', 'SMS', 'BARCODE' or 'LABEL'. Will be advised.
_	Underscore	static, must be used

DDMMYYYY	date of datafile generation	variable
_	Underscore	static, must be used
000	file number for that date	Variable, will change with each datafile generated each day – e.g. a second datafile generated on the same day as a previous datafile, will have the number 002 applied.
_	Underscore	static, must be used
[CAMPAIGN REF]	Name of Client campaign (if required)	static, must be used
_	Underscore	static, must be used
.csv	**file type extension**	**Must be csv**

The file naming protocol for outgoing and incoming files is as follows:

Test File	TESTDF_[client name & scheme ref no]_[collateral]_DDMMYYYY_001.csv
Data File	DF_[client name & scheme ref no]_[collateral]_DDMMYYYY_001.csv
Cancellation File	CA_[client name & scheme ref no]_DDMMYYYY_001.csv
MI Report File	MI_[client name & scheme ref no]_DDMMYYYY_001_DAILY.csv
Financial Report	FINANCIAL_[client name & scheme ref no]_DDMMYYYY_001_TA.csv1

ANNEX

Datafile and MI File Format and Mapping.This is the standard format.

Datafile	Datafile Column Ref	Datafile Column Name	Description	Data Format	Character Limit	Data Format Notes	Txn MI Report Mapping Required?	MI Report Column Map	Further Notes on MI Report Mapping
Column	A	Total Value	Total value to be paid to recipient named in B, C and D.	NNNN.NN	8	To 2 decimal places, must not contain '£' sign	Yes	E	
Column	B	Title		VC	5		Yes	P	
Column	C	First Name		VC	30		Yes	P	
Column	D	Surname		VC	30		Yes	P	
Column	E	Addr Line 1		VC	50		Yes	AS	
Column	F	Addr Line 2		VC	50		Yes	AT	
Column	G	Addr Line 3	The payee's address will be the address that any ID requirements will be checked against	VC	50		Yes	AU	
Column	H	Addr Line 4		VC	50		Yes	AV	
Column	I	Post Code		VC	20		Yes	AW	
Column	J	POI Code	See SLA for POI code options and rules	N	1	Enter either 1, 2, 3 or null	Yes	R	
Column	K	blank							
Column	L	blank							
Column	M	customer reference	This field can be used for the Client's unique identifier for the payee	VC	30	Must be presented as to be printed	Yes	AL	
Column	N	blank							
Column	O	blank							
Column	P	blank							
Column	Q	blank							
Column	R	blank							
Column	S	Campaign Code	Will be advised by Implementation Manager	VC	30		Yes	Q	

ANNEX 2

Cancellation FILE Formats

Please complete a new line for each voucher to be cancelled.

Please remove the header row ‘voucher reference’ prior to submitting a cancellation file.

voucher reference
0611000031
0611023021

ANNEX 3

Financial Statement Format

PAYMENTS RECEIVED				DATA FILES RECEIVED				Cancellations		Reissue			
SLA -NO													
	Payment Date	**Amount**	**Date of File**	**Data File**	**Face Value**	**Volume**	**Owing/Diff**	**Value**	**Vol**	**Value**	**Vol**		**Sent to Printers**
Anyco Limited	20-Oct-17	230,000.00	08/09/17	Batch 01 (001)	200,000.00	20456						10000214-Serial Number	20/10/2017
			17/11/17	Batch 02 (001)	23,000.00	5400							18/11/2017
			06/01/18	Batch 03 (001)	300,000.00	63000							09/01/2018
			26/01/18	Batch 04 (001)	16,093.45	3458							28/01/2018
	25-Feb-18	500,000.00	23/01/18	Batch 05 (001)	276,977.20	21432							26/02/2018
	19-Mar-18	302,000.00	16/03/18	Batch 06 (001)	529,008.21	63218							19/03/2018
	1-May-18	200,000.00	30/04/18	Batch 07 (001)	18,000.00	8091							01/05/2018
	17-Jun-18	150,000.00	17/06/18	Batch 08 (001)	16,943.00	7436							18/06/2018
	19-Jun-18	80,000.00											
					Insert new rows before the Client reach this line to ensure totals correct								
		1,462,000.00			**1,380,021.86**			0.00	0	0.00	0	To Spend	**81,978.14**

Float	**81,978.14**
Reissue	0.0
Cancellations	0.00

Schedule 5

DESCRIPTION OF DATA PROCESSING

Subject matter, nature and purpose of the processing of Personal Data	**Subject matter** The provision of Payout Services to the Client by the Supplier. **Nature** Processing activities, such as provision and processing of payee data, and storage until destruction will all be undertaken by the Supplier. **Purpose** Personal Data is processed in order to personalise Payout vouchers to the payee in order that they may redeem their voucher.
Duration of the processing of Personal Data	For the full term of this agreement
Type of Personal Data processed	**Personal Data:** May include customer name, address, and delivery email address or phone number **Special Categories of Personal Data:** None **Criminal Records Data:** None
Categories of data subjects of the Personal Data	Known customers (past or present) of the client.
Sub-processors involved in Payout service delivery (see Schedule 6 for more detail)	Post Office Limited Fujitsu Ingenico Smith & Ouzman Amazon Web Services Maintel Europe Limited Salesforce.com EMEA Limited Genesys Cloud Services Inc

Schedule 6

SubProcessors

Supplier's registered name	Registered number	Country where the data is processed	Description of services provided
Post Office Limited	02154540	UK	Service provider / retail
Fujitsu	00096056	UK	Horizon Platform
Ingenico	02135540	UK	Paystation Estate Management
Amazon Web Services	08650665	UK	Cloud data storage for counter transactions
Smith & Ouzman	00352738	UK	Payout production and web-portal management
Computacenter	-	South Africa	Minimal processing through issue resolution of laptops/desktops
Maintel Europe Limited	02665837	UK	Telecommunications provider
Salesforce.com EMEA Limited	-	UK	Allpay's contract management system
Genesys Cloud Services Inc	-	UK	Allpay's call centre software