General Terms and Conditions

BACKGROUND

(A) These are allpay's standard terms and conditions for all of its payment collections services, irrespective of whether or not the Client has asked to receive all of its payment services.

(B) Acceptance of these terms and conditions shall be deemed upon commencement of the Services.

(C) This document should be read in conjunction with: G cloud 15 Call-off Contract, Schedule 1 - Service Terms; Schedule 3 – Data Protection; and any Service Guide issued by the Supplier from time to time. In the event of a conflict between documents, the following orderwill prevail: as stated in the G cloud 15 Call-Off Contract

(D) The Supplier at all times acts on behalf of its Clients in accordance with the following terms and conditions.

1. INTERPRETATION

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

1.1 Definitions

Agreement: means these General Terms and Conditions together with G cloud 15 Call-Off Contract, Schedule1 and Schedule 3.

Business Day: means Monday to Friday with the exclusion of English and Scottish public and bank holidays.

Charge Back Rights: means the ability for the cardholder to dispute a Debit or Credit card payment, receiving a refund from the authorising bank, a Transaction returned unpaid to the authorising bank by the Card or Cheque Issuer or an adjustment received from the subcontractors.

Client: means organisation whose name and address is specified in G cloud 15 Call-Off Contract and includes its successors and permitted assigns.

Client's Equipment: any equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services.

Customer: is a Customer of the Client and end user of the Services provided herein.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (**DPA 2018**) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Deliverables: all Documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

In-put Material: all Documents, information and materials provided by the Client relating to the Services, including computer programs, data, reports and specifications.

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

Personal Data: shall have the meaning given to it in the Data Protection Legislation.

Pre-existing Materials: all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of this Agreement, including computer programs, data, reports and specifications.

Project Plan: means the implementation plan provided to the Client by the Supplier at the initial set up stage of the Services.

Services: the services to be provided by the Supplier under this Agreement being those identified in G cloud 15 Call-Off Contract together with any other services which the Supplier provides or agrees to provide to the Client.

Service Guide: means the allpay managed direct debit service guide and allpay bureau direct debit service guide available to direct debit Clients, as amended from time to time.

Supplier: means the Supplier whose name and address is specified in G cloud 15 Call-Off Contract and includes its successors and assigns.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Client.

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

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

1.2 Clauses, Schedules and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

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

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

1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

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

1.10 A reference to **writing** or **written** includes e-mail but not fax.

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

1.12 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

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

2. SUPPLIER'S OBLIGATIONS

2.1 The Supplier shall use reasonable endeavours to manage and provide the Services, to the Client, in accordance with this Agreement in all material respects.

2.2 The Supplier shall use reasonable endeavours to meet any performance dates specified herein but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this Agreement.

3. CLIENT'S OBLIGATIONS

3.1 The Client shall:

(a) co-operate with the Supplier in all matters relating to the Services;

(b) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by the Supplier;

(c) provide, in a timely manner, such In-put Material and other information as the Supplier may reasonably require, and ensure that it is accurate in all material respects;

(d) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's Equipment, the use of In-put Material and the use of the Client's Equipment in relation to the Supplier's Equipment, in all cases before the date on which the Services are to start;

(e) adhere to the provisions and the principles outlined in the AML Regulations (as amended from time to time) or shall, where necessary, be registered for anti-money laundering purposes;

(f) use the Supplier as its exclusive provider of the Services for the duration of the Term.

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

3.3 The Client shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to the Supplier confirming such costs, charges and losses to the Client in writing.

3.4 The Client shall be responsible for recovery of an incorrect refund made to Customers howsoever caused.

3.5 The Client shall not, without the prior written consent of the Supplier, at any time from the date of this Agreement to the expiry of 6 months after the completion of the last date of supply of the Services, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.

3.6 Any consent given by the Supplier in accordance with clause 3.5 shall be subject to the Client paying to the Supplier a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

4. CHANGE CONTROL

4.1 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Client of:

(a) the likely time required to implement the change;

(b) any necessary variations to the Supplier's charges arising from the change;

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

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

4.2 If the Client wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed the necessary variations to its Charges, the Services, the relevant Project Plan and any other relevant terms of this Agreement to take account of the change and this Agreement has been varied in accordance with clause 13.

4.3 Notwithstanding clause 4.2, the Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. The Supplier may, from time to time change the Services, provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Client at least three months' notice of any change.

4.4 The Supplier may charge for the time it spends assessing a request for change from the Client on a time and materials basis in accordance with clause 5.

4.5 The supplier reserves the right to make minor changes to these terms and conditions from time to time to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements to our services. Where Changes are made, Clients will be notified and provided an electronic link to updated terms and conditions.

5. CHARGES AND PAYMENT

5.1 The Client shall pay the amount specified in the G cloud 15 Call- Off Contract for each Transaction howsoever made and processed by the Supplier and associated Services (subject to clause 5.2). All charges shall be subject to VAT.

5.2 On the first (1st) of April each Year of this Agreement, such Transaction Fees and other charges may be increased by the higher of 2% or the up-to-date percentage increase in the Retail Prices Index.

5.3 The Transaction Fee has been calculated on the Client anticipated volume of Transactions specified in the G cloud 15 Call-Off Contract and all third party costs applicable, in each Year of this Agreement and having regard to Mastercard and Visa Interchange fees. Where the volume of Transactions in any Year of this Agreement changes or where Mastercard/Visa or other third party fees increase, the Supplier reserves the right to apply an associated increase in charge equivalent to the appropriate charging level for the actual volume of Transactions achieved or interchange or third party fees applicable, such charges to be applied retrospectivelyin the relevant Year of the Agreement where appropriate.

5.4 The Supplier will invoice the Client Monthly in arrears in respect of the Transaction Fees and other charges for the previous Month. Each such invoice shall show the number of Transactions processed by the Supplier during such Month and the Transaction Fees due to the Supplier together with such other charges (if any)payable under this Agreement.

5.5 Invoices shall be raised electronically and emailed to the Client for the period leading up to and including the final day of each Month. Should such date not be a Working Day, such invoice shall be raised on the next Working Day.

(a) Payment is due to the Supplier by variable Direct Debit, payable (following receipt by the Client of each invoice) on or about the fourteenth (14th) of each month by the Client and payment shall be made without deduction, set-off or counterclaim.

(b) If for any reason the Client becomes indebted to the Supplier as a result of unpaid invoices, incorrect refunds however caused, Charge Back Rights, or Unpaid Direct Debits, and is unable to immediately repay that indebtedness, the Client authorises the Supplier to deduct an amount corresponding to such indebtedness from the Client's Principal Funds or from any payment due from the Supplier to the Client; or

(c) The Supplier may charge the Client interest (both before and after any judgment) on the amount unpaid at the rate per annum specified in the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until payment in full is made.

5.6 Interest accruing on monies held within the Trust Account(s) shall be payable to the Supplier.

5.7 Where any cheque tendered for payment by a Customer is returned unpaid, the Supplier shall be entitled to charge the Client the amount specified in the G cloud 15 Call-off Contract to cover banking and administration fees together with any other charges which are levied on the Supplier by its bank.

5.8 In addition to the Transaction fees, the G cloud 15 Call-Off Contract will set out costs applicable in respect of the cost of dispatch of the initial batch of CPCs, Card Carriers, wallets and associated stationery, new and replacement cards, monthly maintenance fees, the cost of returning undeliverable CPCs, Card Carriers and wallets and anyother such services agreed between the parties from time to time.

5.9 The Supplier reserves the right to apply a charge on a time and material basis for the completion of security and other questionnaires required to be completed by the Supplier by the Client. The Supplier will provide a quotation on request.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 As between the Client and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Supplier. Subject to clause 6.2, the Supplier licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services. If this Agreement is terminated, this licence will automatically terminate.

6.2 The Client acknowledges that, where the Supplier does not own any of the Pre-existing Materials, the Client's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Client.

7. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY

7.1 The Client undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by the Supplier, its employees, agents, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products which the Client may obtain, except as permitted by clause 7.2.

7.2 The Client may disclose the Supplier's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 7; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 The Client shall not use the Supplier's confidential information for any purpose other than to perform its obligations under this Agreement.

7.4 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Client (including Pre-existing Materials and the Supplier's Equipment) shall, at all times, be and remain the exclusive property of the Supplier, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

8. LIMITATION OF LIABILITY

8.1 Nothing in this Agreement limits or excludes the Supplier's liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

(d) any other liability which cannot be limited or excluded by applicable law.

8.2 Subject to clause 8.1, 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;

(h) any overpayment or incorrect refund amount made to Customers howsoever the overpayment or incorrect refund is caused.

8.3 Subject to clause 8.1 and clause 8.2, the Supplier's total aggregate liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall not exceed the amount of fees paid by the Client to the Supplier in the 12 months prior to the cause of action arising.

8.4 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.

9. DATA PROTECTION AND OTHER LEGISLATION

9.1 Schedule 3 shall apply to the processing of Personal Data under this Agreement.

9.2 Neither party shall unlawfully discriminate on grounds of any protected characteristic as defined in the Equality Act 2010 or any comparable statutory provision relating to discrimination in employment or service provision. Both parties shall comply with all relevant codes of practice issued by the Commission for Equality and Human rights and so far as practicable operate an equal opportunities policy which complies with the practical guidance and recommendations contained in the said codes of practice.

9.3 Both parties shall adopt safe methods of work and comply with all other requirements of the Health and Safety at Work Act 1974 in order to protect the health and safety of its personnel and to the extent applicable the personnel of the Client and all other persons.

9.4 The parties shall:

(a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) comply with the other party's Ethics, Anti-bribery and Anti-corruption Policies as provided by the each party by the other from time to time (**Relevant Policies**);

(d) have and shall maintain in place throughout the Term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause (b), and will enforce them where appropriate; and

(e) ensure that all persons associated with the each party or other persons who are performing services in connection with this Agreement comply with this clause 9.4.

9.5 Breach of clause 9 shall be deemed a material breach.

10. TERMINATION & SUSPENSION

10.1 The notice period for this Agreement is as stipulated in the G Cloud 15 Call-Off Contract and applies to the whole Agreement or any part of it or Service stipulated in the G Cloud 15 Call-Off Contract.

10.2 If the Client terminates this Contract by serving a shorter notice period than set out in the G Cloud 15 Call-Off Contract, then the Client agrees to pay to the Supplier a sum equal to the charges that would have been reasonably expected to be due to the Supplier if the correct notice period had been duly served.

10.3 The Supplier may terminate this Agreement immediately by providing written notice to the Client should, in the Supplier's opinion, the Supplier's reputation be at risk or may be damaged as a result of the Client's act or omissions.

10.4 Without affecting any other right or remedy available to it, either party may suspend or terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in Default not less than 60 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 60 days after being notified in writing to do so;

(c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

(d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;

(e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

(h) the holder of a qualifying floating charge over the assets of that other party (being a company) hasbecome entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) the other party (being an individual) is the subject of a bankruptcy petition or order;

(k) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(l) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.4(d) to clause 10.4(k) (inclusive);

(m) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

10.5 For the purposes of clause 10.4(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

(a) a substantial portion of this Agreement; or

(b) any of the obligations set out in clauses 7, 9 and 10

over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

11. CONSEQUENCES OF TERMINATION

11.1 On termination or expiry of this Agreement:

(a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

(b) the Client shall, within a reasonable time, return all of the Supplier's Equipment, Pre-existing Materials and Deliverables. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping;

(c) all licences granted by the Supplier shall terminate;

(d) the following clauses shall continue in force: clause 6 (Intellectual property rights), clause 7 (Confidentiality and the Supplier's property), clause 8 (Limitation of liability), this clause 11 (Consequences of Termination), clause 22 (Notices), clause 24 (Dispute resolution), clauses 25 and 26 (Governing law and jurisdiction), and the Services set out in Schedule 1 - Service Terms in accordance with G cloud 15 Call-Off Contract for as long as paymentsby the Customer continue to be made, in which case the Client shall continue to pay the Supplier its reasonable charges.

11.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

12. FORCE MAJEURE

12.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

(f) collapse of buildings, fire, explosion or accident;

(g) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and

(h) interruption or failure of utility service.

12.2 In the event of Force Majeure Event, the parties shall co-operate with each other and take all reasonable action in a timely fashion, acting the best interests of the Customer and where necessary refer to the Supplier's User Guides and instructions made available to the Supplier from time to time.

12.3 Provided it has complied with clause 12.2 and clause 12.5, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

12.4 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

12.5 The Affected Party shall:

(a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and

(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

12.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 6 weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving 12 weeks' written notice to the Affected Party.

12.7 If the Force Majeure Event prevails for a continuous period of more than 6 months, either party may terminate this Agreement by giving 7 days' written notice to all the other party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

13. VARIATION

This Agreement may be varied at any time by the Supplier. The Client shall receive notice of such variation via email..

14. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. SEVERANCE

16.1 If any provision or part-provision of this 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 shall not affect the validity and enforceability of the rest of this Agreement.

16.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. ENTIRE AGREEMENT

17.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

17.3 Nothing in this clause shall limit or exclude any liability for fraud.

18. CONFLICT

In the event of a conflict between the General Terms & Conditions, Schedule 1 – Service Terms, G cloud 15 Call-Off Contract, or Schedule 3 – Data Protection the following order will prevail: G cloud 15 Call-Off Contract, General Terms & Conditions, Schedule 1 – Service Terms, Schedule 3 – Data Protection.

19. ASSIGNMENT AND OTHER DEALINGS

19.1 This Agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

19.2 The Supplier may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Agreement, provided that the Supplier gives prior written notice to the Client.

20. NO PARTNERSHIP OR AGENCY

20.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. THIRD PARTY RIGHTS

No one other than a party to this Agreement shall have any right to enforce any of its terms.

22. NOTICES

22.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

(a) sent via email, delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

22.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

(c) if sent by email, at the time of transmission or the next Business Day if sent after 4pm.

22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. COUNTERPARTS

23.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

23.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

23.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

24. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE

24.1 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.

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

24.3 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 without resolution before the expiration of the said period of 42 days, the Dispute shall be finally resolvedby the courts of England and Wales.

25. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 - SERVICE TERMS

PART 1

BACKGROUND

This Schedule 1 Part 1 applies to all Clients in receipt of card acceptance and cash collection services.

1. INTERPRETATION

In these Conditions:

"Account Bank(s)" means any UK clearing bank or other UK financial institution regulated by the Financial Conduct Authority (FCA), with whom a Trust Account is opened.

"Agreement" means the terms and conditions herein and the provisions contained within G cloud 15 Call-Off Contract attached hereto.

"Allpay Distributed Software" is the Supplier's software platform which includes http://www.allpayments.net and https://paymenthub.allpay.cloud/ as well as platforms and connections to the Network Providers and Branded Gateway.

"AML" and **"Anti-Money Laundering"** means practices and procedures pursuant to the AML Regulations

"AML Regulations" means the Money Laundering Regulations, Terrorist, Financing, Transfer of funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002 and all other relevant UK and EU legislation in force pertaining to Anti-Money Laundering.

"APT" means Automated Payment Terminal(s) or such other equipment with comparable technical capability as the Network Provider(s) may choose to install in Payment Points.

"Bacs" means the Bankers Automated Clearing System.

"Bacs Cycle" means the Bacs defined period of three Working Days, (Day 1 'Instruction' (which for the purposes of clarification means the day the Client makes a payment), Day 2 'Processing', Day 3 'Credit').

"Bar Code" means the widely adopted symbology used to encode data in machine-readable format.

"Branded Gateway" the Supplier's branded payment gateway, which can be tailored to the Client's brand.

"CPC" means a customer payment card made of plastic, on which is printed a unique payment referencenumber (the PRN)

"Card Carrier" means the paper letter to which the CPC is attached.

"Cardholder Not Present" (CNP) means a payment made without the holder of the Credit Card or Debit Card being present.

"Card Issuer" means the UK clearing bank(s) or other UK financial institution(s) regulated by the FCA, which operates a Card Scheme.

"Card Scheme(s)" means the Card Scheme(s) specified in G cloud 15 Call-Off Contract or as may otherwise be notified in Writing by the Supplier to the Client from time to time.

"Card Scheme Rules" means, in relation to a Card Scheme, the rules and operating regulations as defined by the Card Issuer.

"Charge Back Rights" means the ability for the cardholder to dispute a Debit or Credit card payment, receiving a refund from the authorising bank, a Transaction returned unpaid to the authrorising bank by the Card or Cheque Issuer or an adjustment received from the subcontractors

"Conditions" means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any Special Conditions specified in G cloud 15 Call-Off Contract.

"Credit Card and or Debit Card" means a credit card and or debit card issued by a Card Issuer to a Customer.

"Data" means, in relation to a Transaction, the date, the unique transaction ID, full location details and amount of the relevant Payment and the Client account to which such Payment relates.

"Default" means any breach by either party of its obligations under this Agreement or any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

"FCA" means the Financial Conduct Authority or any successor thereof.

"Internet Payment" means the Supplier websites at http://www.allpay.net and http://www.allpayments.net or such other websites as the Supplier may notify to the Client from time to time.

"KYC" means "know your Customer" investigations as required by the AML Regulations.

"MTV" means the Maximum Transaction Value specified in G cloud 15 Call-Off Contract.

"Month", "Months" and "Monthly" mean calendar month.

"Nominated Account" means the account of the Client or such other account as the Client may nominate by notice in Writing to the Supplier from time to time.

"Payment" means an amount of money tendered by a Client to the Client, in cash, or by cheque, or by Credit or Debit Card, or by Direct Debit or any other legal means of disbursement, notified by the Supplier to the Client from time to time, and in the currency of the Territory.

"Payment Point" means any location in which an APT, kiosk or other payment facility is installed and operated for or on behalf of a Network Provider including, where applicable, a branch of the Client's office.

"Principal Funds" means the Payments received from the Customers into the Trust Account(s), excluding any interest accruing on the Trust Account(s).

"Service Guide" means the allpay managed direct debit service guide and allpay bureau direct debit service guide available to direct debit Clients, as amended from time to time.

"Software" means the Supplier's Software programmes necessary for the proper operation of this Agreement as specified in G cloud 15 Call-Off Contract or as may subsequently be provided by the Supplier to the Client.

"Special Conditions" means the Special Conditions specified in G cloud 15 Call-Off Contract

"Transaction" means the tendering of a Payment by a Customer.

"Transaction Fee" means the charge levied by the Supplier in the normal course of its business, for collecting payments on behalf of the Client specified in G cloud 15 Call-Off Contract.

"Trust Account(s)" means the Trust Account(s) from time to time operated by the Account Bank(s) in the name of the Supplier for receipt of Payments and retention of Principal Funds.

"Virtual Account" means the dedicated area within the Trust Account created to identify and control the movement of the Client's Principal Funds

"Working Day" means Monday to Friday with the exclusion of English and Scottish public and bank holidays.

"Writing" includes facsimile transmission and electronic mail.

"Year of this Agreement" means, in relation to each Service, the twelve (12) Month period commencing on the Start Date specified in G cloud 15 Call-Off Contract and each subsequent twelve (12) Month period.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. INFORMATION SHARING

The Client shall provide the Supplier with an estimate in writing of the number of Customers which it anticipates will be making Payments under such Service together with such other information as the Supplier may reasonably require to enable it to prepare and issue CPCs and to perform its obligations under this Agreement.

3. REMITTANCE OF MONIES PAID AND DATA

3.1 The Supplier will arrange for Data or reporting, received through Data capture facilities, to be available for transmission, transmitted on the Working Day following the Customer completing the transaction.

3.2 Payments received by the Supplier direct shall be credited to the Client's account(s) within the Trust Account(s), by the Supplier, within the Bacs Cycle;

3.3 A payment instruction for the value of Transactions paid per day, shall be made by the Supplier by way of direct bank transfer to the Nominated Account in accordance with the time frame stipulated in G cloud 15 Call-Off Contract following receipt thereof (after the completed Bacs Cycle) in cleared funds by the Supplier into the Trust Account(s).

3.4 All interest accruing in the Trust Account shall belong to the Supplier.

3.5 If the Client becomes indebted to the Supplier as a result of unpaid invoices, incorrect refund however caused, Charge Back Rights or Unpaid Direct Debits and is unable to immediately repay that indebtedness, the Client authorizes the Supplier to deduct an amount corresponding to such indebtedness from the Client's Principal Funds or from any payment due from the Supplier to the Client; or

3.6 The Supplier may charge the Client interest (both before and after any judgement) on the amount unpaid at the rate per annum specified in the Late Payment of Commercial Debts (Interest) Act 1998.

4. CUSTOMER PAYMENT CARDS (CPCS)

4.1 The purpose of CPCs is to provide each Customer with a unique reference number so that all Payment made by such Customer are correctly identified to the appropriate account within the Supplier's database.

4.2 Upon receipt of the information referred to in Clause 2 above, the Supplier shall prepare a CPC and Card Carrier for each Customer so notified. All subsequent CPCs requested either for new Customers or by way of replacement of CPCs already issued will be dispatched to the Client or the relevant Customer (as the Client may specify in Writing), by close of business on the next Working Day following receipt of such request.

4.3 If the Client wishes to use a CPC, Card Carrier, wallet or any other item which has been supplied by a third party, the Supplier reserves the right by notice in Writing to reject any such CPC, Card Carrier, wallet or other item which does not meet the following required specifications

CPCs: ISO7810, (thickness, corner radius, warpage and size).

ISO7811, (positioning of magnetic stripe and internal encoding and embossing guidelines).

Carriers: ISO9002 manufacturing standard - A4 100gsm (+/- 10%).

Wallets: outer plastic thickness of 350 microns and clear inner pocket plastic thickness of 150 microns.

4.4 Unless previously approved in Writing by the Supplier, the use of each CPC is strictly limited to the purpose expressly intended by this Agreement.

4.5 With effect from the Commencement Date, until the termination of this Agreement, the Client shall allow the Supplier to use the name and logo of the Client in the Supplier's, and where appropriate, the relevant Network Provider's promotional and marketing materials relating to the provision of the Services. The Client agrees that it will be guided by the Supplier as to the use of logos of the Network Providers on the CPCs and, if appropriate, the logos will be displayed with equal prominence if requested to do so by the Supplier.

5. SECURITY OF CASH

5.1 The Supplier shall maintain one or more Trust Accounts with the Account Bank(s), for the purpose of receiving Payments on behalf of, and for transmitting funds pursuant to Condition 3, to the Client.

5.2 The Client appoints the Supplier as its agent to accept payment from Customers on the Client's behalf. The Client acknowledges that receipt by the Supplier of Principal Funds from the Customer is valid satisfaction of the debt owing from the Customer to the Client and discharges the Customer's liability to the Client in respect of those Principal Funds.

5.3 A dedicated Virtual Account will be created within the Trust Account for the purpose of identifying the Client monies to be held by the Supplier from time to time.

5.4 The first such Virtual Account within the Trust Account(s) will be provided free of charge and any additional Virtual Account(s) requested by the Client will attract a Monthly maintenance fee as set out in G cloud 15 Call-Off Contract. The Supplier hereby agrees and declares that the Principal Funds held in the Trust Account(s)in the name of the Client shall not at any time form part of the assets of the Supplier, cannot be offset against any indebtedness of the Supplier (save for indebtedness accruing from the Client) and the Supplier hereby declares that it will hold such Principal Funds on trust for the Client.

5.5 The Supplier will issue confirmation in Writing to the Client of each Virtual Account pursuant to clause 5.3. Such confirmation will provide to the Client (inter alia):

5.5.1 the Client's individual account reference(s).

5.5.2 any other required details enabling the Client to identify the Principal Funds to which it is entitled.

5.6 The Supplier may from time to time open further Trust Account(s) in substitution for, or in addition to, the existing Trust Account(s) provided that on each occasion it shall comply with this Agreement.

5.7 In the event of an error or erroneous debit and a refund is due to the Customer, the Client hereby authorises the Supplier to refund the Customer using the Principal Funds in respect of any error or erroneous debt, howsoever caused.

6. STATIONERY AND ART WORK

6.1 The Supplier will co-ordinate and assist the Client with the preparation and design of all stationery and CPCs, but the cost of the printing and any associated art work must be agreed in Writing by and paid for by the Client. Such cost will be notified to the Client in Writing prior to production and will be subject to alteration should the Client's requirements alter. The Client will be responsible for proofing the accuracy and content of the stationery and the artwork.

6.2 CPCs, Card Carriers, wallets and associated stationery will be held by the Supplier but will remain the property of the Client provided that such items held by the Supplier from time to time shall be at their risk and the Supplier shall label such items to identify them as the property of the Client.

6.3 The Supplier shall, on request, advise the Client of the number of CPCs, Card Carriers, wallets and associated stationery in storage

7. CARD SCHEMES

The Supplier may only accept the types of card issued under the Card Schemes: UK Maestro (incorporating Switch and Solo), MasterCard, VISA Credit, VISA Debit (incorporating Electron and Delta) or as particularized inG cloud 15 Call-Off Contract. Each of the Supplier and the Client shall comply with the Card Scheme Rules.

8. CHARGE BACK RIGHTS

8.1 Card Issuers can refuse to settle any card Transaction, whether authorised or not, undertaken, or purported to be undertaken (CNP) by a Customer, or to require repayment of sums already paid to the Supplier in respect of such a card Transaction. For the avoidance of doubt, the rules, regulations and guidelines are published by the Account Bank(s) and Card Issuer(s) and regulated by the FCA in conjunction with government legislation.

8.2 If a Card Issuer exercises such Charge Back Right, the Supplier will immediately be entitled to recover from the Client the amount paid by the Supplier to the Client in respect of the relevant Transaction. In addition, upon prior notification from the Supplier, the Supplier may recover from the Client any other costs and expenses theSupplier may incur as a result of, or in connection with, such Charge Back. These costs will be included in the invoice for the relevant period. If the Client fails to make any payment under this clause 8.2 on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to exercise its rights under clause 3.5 and 3.6 of this Schedule.

8.3 The Client shall endeavour to keep Charge Backs to an acceptable level and shall make best endeavours to reduce Charge Backs when notified to do so by the Supplier from time to time. Failure to reduce charge backs to an acceptable level may result in part or all the Services being suspended or withdrawn.

9. PAYMENT CARD INDUSTRY SECURITY STANDARD

9.1 The following provisions, within clause 9, shall only apply to those organisations involved directly or indirectly in the transmission of personal financial data associated with debit and credit card transactions with the Supplier.

9.2 The provisions set forth in this section apply to a Client that either itself, or through a processor or other agent, stores, processes, handles or transmits Cardholder Data in any manner. For purposes of this section, the term “cardholder data” refers to the numbers assigned by the card issuer that identifies the cardholder’s account or other cardholder personal information.

9.3 The Client shall at all times comply with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements for cardholder data, as they may be amended from time to time (collectively, the “PCI DSS Requirements”). Copies of current PCI DSS Requirements documentation are available on the Payment Card Industry Security Standards Council (PCI SSC) website at www.pcissc.com.

9.4 The Client will provide to the Supplier evidence to support that it complies with PCI DSS Requirements when requested by the Company.

9.5 The Client acknowledges and agrees that Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as required by applicable law.

9.6 In the event of a breach or intrusion of or otherwise unauthorised access to cardholder data stored at or for the Client, the Client shall immediately notify the Supplier, in the manner required in the PCI DSS Requirements, and provide the acquiring financial institution and their respective designees access to the Client’s facilities and all pertinent records to conduct a review of the Client’s compliance with the PCI DSS Requirements. The Client shall fully cooperate with any reviews of their facilities and records provided for in this paragraph.

9.7 The Client shall maintain appropriate business continuity procedures and systems to ensure security of Cardholder Data in the event of a disruption, disaster or failure of the Supplier's or the Client's primary data systems.

9.8 The Client and its successors and assignees shall comply with the PCI DSS Requirements after termination of this Agreement.

SCHEDULE 1 PART 2

BACKGROUND

A. This Schedule 1 Part 2 applies to Clients in receipt of Facilities Managed Direct Debit Services

B. The Supplier will act as the Service User for the collection of Direct Debit payments in respect of payments due to the Client and the Client will act as an agent of the Supplier for the purpose of fulfilling its responsibilities to the Payer under the Direct Debit Service User scheme.

1. **INTERPRETATION OF CONDITIONS IN PART 2**

In these Conditions:

"ADDACS" means the Automated Direct Debit Amendment and Cancellation Service. The service allowing banks/building societies to advise Service Users via Bacs of any amendments to, and cancellations of, Direct Debit Instructions.

"Advance Notice" means the notice period of (normally) ten (10) Working Days plus postal time, two (2) Working Days, issued to the Payer stating the date and amount of the collection in respect of any Direct Debit Instruction (DDI), whether new or by way of an amendment.

"ARUDD" means Automated Return of Unpaid Direct Debit. The service allowing banks/building societies to return to the Service User any Direct Debit payment instructions they could not apply.

"AUDDIS" means the Automated Direct Debit Instruction Service. The service enabling Direct Debit instructions to be lodged (set up) electronically from Service Users to the paying PSPs and building societies via Bacs.

"Bacs" means Bacs Payment Services Ltd, responsible for the Schemes behind the clearing and settlement of UK automated payment methods, Direct Debit and Bacs Direct Credit.

"Confirmation Letter" means the initial Advance Notice letter sent to the Payer, confirming the DDI details and which includes the Direct Debit Guarantee.

"Daily Download File" means the file sent to the Client containing information in respect of the instruction and/or transaction.

"DD" means a Direct Debit.

"DDI" means the Direct Debit Instruction.

"Direct Credit" means the service offered by Bacs that allows originators to pay money directly into a destination account

"Direct Debit Guarantee" means the guarantee offered by Paying Banks to Payers in respect of the Direct Debit scheme specifying their rights and safeguards.

“DDICA” means a Direct Debit Indemnity Claim Advice. A repayment claim made by the Paying Bank in respect of a Direct Debit disputed by the Payer.

“Input day” means the working day in which the Supplier sends the Bacs instruction to the Bacs service beginning the Bacs cycle.

"Lodgement" means the process of the Paying Bank accepting the DDI, and "Lodge(d)" shall be construed accordingly.

"Paperless DD" means a DD instruction taken by the Client, from a Payer, in person or over the telephone.

"Payer" means the person authorising the Service User to collect Direct Debits from their bank account.

"Paying Bank" means the bank or building society at which a Direct Debit Instruction is lodged for a payer and that raises messages to advise of amendments or cancellations in relation to the Direct Debit Instruction.

“Processing Date” means the date of the Direct Debit debiting the Payer.

"Scripting Prompts" means the questions asked of a Customer to obtain (and communicate), relevant information (in accordance with Bacs legislation), to facilitate a Paperless DDI.

“Services” means the Supplier as a commercial Bacs approved Bureau is authorised to submit payment instructions on behalf of its clients. These Service Terms relate to where the client has requested a Facilities Managed service as described by Bacs

“Service User" means a Supplier that has been admitted to the Direct Debit scheme and is authorised to collect payments by means of Direct Debits.

“Software” means the Supplier’s Software programmes necessary for the proper operation of this Agreement as specified in Schedule 1 Part 4 in accordance with G cloud 15 Call-Off Contract or as may subsequently be provided by the Supplier to the Client.

"Unpaid Direct Debit" means a failed Direct Debit that is returned uncollected from the Paying Bank via ARUDD.

2. **CLIENT OBLIGATIONS**

2.1. The Client will adhere to all terms and conditions set out herein any subsequent instruction information provided by the Supplier to the Client from time to time.

2.2. Where the Client is responsible for taking Customer Details, it shall be responsible for ensuring all information is complete, accurate and up to date.

2.3. The Client may accept a Payer’s account details either over the telephone or in person, in strict accordance with scripting prompts, to allow completion of a Paperless DDI, (a Paperless DD).

2.4. The Supplier may provide paper Direct Debit Instructions to the Client, when requested, to allow a Payer to complete a written DDI.

2.5. All DDI details shall be communicated to the Supplier, using the Software, within forty-eight (48) hours of receipt thereof by the Client, in order that the Supplier can issue Confirmation Letters to the Payer on the following Working Day.

2.6. All Paper DDIs must be returned to the Supplier, (as the Service User), for safekeeping. Upon request, the original Paper DDI must be provided by the Supplier to the Paying Bank, within five (5) Working Days.

2.7. The Client should retain a copy of all Paper DDIs returned to the Supplier.

2.8. On receipt of a DDI from the Client, the Supplier will process the details overnight and Lodge the DDI with the Paying Bank via AUDDIS.

2.9. Confirmation Letters and Advance Notice letters which have been posted in good faith by the Supplier but returned to the Supplier as undeliverable (for whatever reason), will be re-directed to the client with a covering letter explaining the reason for non-delivery, and charged for at the rate specified in G cloud 15 Call-Off Contract.

2.10. The Client hereby permits the Supplier to carry out refunds to Clients for any errors or overpayments, howsoever caused using Principal Funds.

2.11. Should the Client experience problems in contacting the Supplier, communications should be redirected to the Supplier's Client Care Team at Fortis et Fides, Whitestone Business Park, Whitestone, Hereford, HR1 3SE. Telephone: 0330 135 9510

2.12. The Client will provide the Supplier with details of Payer's bank accounts, (namely sorting code, account number and account name) and ensure that the Supplier is advised of any changes to these details

2.13. The Client will check the Daily Download File on the day of receipt and ensure that the Processing Date, and the Payer's bank details are correct.

2.14. The Client will check the Daily Download Files to ensure that the number of transactions equate to the number of the Client's Payers;

2.15. The client will inform the Supplier of any errors identified on Daily Download Files no later than 4 days prior to the first payment being taken

2.17 The Client is responsible for dealing with any rejected or adjusted records identified in the Daily Download Files provided by the Supplier.

2.18 The Client must collect their Daily Downloads the day after an instruction has been set up.

3. SUPPLIER OBLIGATIONS

3.1 The Supplier will send correspondence to Payer (on behalf of the Client) to issue confirmation of the set up of a DDI and/or Advance Notice of an amendment to the DDI.

3.2 The Supplier will submit files to Bacs for instruction, collection and credits

3.3 The Supplier will use the Software and Daily Download Files to advise the Client of all Unpaid Direct Debits notified to it by Bacs via ARUDD (using the error codes shown in the user guide).

3.4 The Supplier will use the Software and Daily Download Files to advise the Client of all DDI cancellations and amendments notified to it by Bacs via ADDACS (using the error codes shown in the user guide).

3.5 The Supplier will use the Software and Daily Download Files to advise the Client of all disputed Direct Debits notified to it by Bacs via DDICA.

3.6 The Supplier will use the Client's Principal Funds to carry out any refunds to Clients for any errors or overpayments howsoever caused.

3.7 In the event of any error or erroneous payment event, the Supplier shall agree any remedial action with its sponsor bank, including refunds in respect of any errors that occur, howsoever caused. In such event, the Client hereby authorises the Supplier to take any remedial action without prior notification to the Client. The Supplier shall make reasonable endeavours to communicate any remediation action to Clients in due course.

3.8 Should Supplier's systems be disrupted for any reason, the Supplier will endeavour to provide the Client with as full a service as possible. The Supplier will advise the Client should its systems be disrupted to such an extent that there is likely to be an adverse effect to the service provided to the Client.

3.9 The Supplier will arrange for a Confirmation Letter to the Payer and Daily File Download to be delivered to the Client, within the Advance Notice period of the Bacs processing date.

3.10 The Supplier will process the Bacs Input Report and notify the Client of any rejected records via the Daily Download File.

4. DIRECT DEBIT RULES

The rules of the Direct Debit scheme for Direct Debit origination include, but are not limited to, the following, which the Client agrees to conform to at all times:

4.1. Ensure the Advance Notice period is adhered to for all DDI submissions, both new and by way of amendment.

4.2. If the Payer requests a Direct Debit Instruction be cancelled, both the Supplier and the Client, whose primary responsibility is to the Payer, must comply immediately. In instances where the Payer makes direct contact with the Supplier, their wishes will be complied with and the Client informed. In cases where the Payer disputes the amount to be debited or has other queries relating to their account, they will be advised to contact the Client direct.

4.3. Under the terms of the Direct Debit Guarantee, if the Payer claims the Supplier, or the Client on the Supplier’s behalf, has made an error processing a DD Payment, the Paying Bank is duty bound to immediately refund tothe Payer, the value of that Payment, and will raise an Indemnity Claim against the Supplier, The Supplier is obliged to settle the claim within fourteen (14) days and will reclaim the money from the Client. Any disagreement as to the validity of the claim must be pursued by the Client.

4.4. No counterclaim is permissible by the Supplier under clause 4.3 above. The Client, acting as the Supplier's agent, retains the right to take action directly against the Payer, and in order to do so, should ensure proper archived records of account are retained to facilitate a clear audit trail.

5. REMITTANCE OF MONIES PAID AND DATA

5.1 The Supplier will arrange for Data or reporting, received through Data capture facilities, to be available for transmission, transmitted on the Working Day following the Customer completing the transaction.

5.2 Payments received by the Supplier direct shall be credited to the Client’s account(s) within the Trust Account(s), by the Supplier, within the Bacs Cycle;

5.3 A payment instruction for the value of Transactions paid per day, shall be made by the Supplier by way of direct bank transfer to the Nominated Account within one (1) working day following receipt thereof (after the completed Bacs Cycle) in cleared funds by the Supplierinto the Trust Account(s).

5.4 All interest accruing in the Trust Account shall belong to the Supplier.

5.5 If the Client becomes indebted to the Supplier as a result of unpaid invoices, incorrect refund however caused, Charge Back Rights or Unpaid Direct Debits and is unable to immediately repay that indebtedness, the Client authorises the Supplier to deduct an amount corresponding to such indebtedness from the Client’s Principal Funds or from any payment due from the Supplier to the Client; or

5.6 The Supplier may charge the Client interest (both before and after any judgement) on the amount unpaid at the rate per annum specified in the Late Payment of Commercial Debts (Interest) Act 1998.

SCHEDULE 1 PART 3

BACKGROUND

This Schedule 1 Part 3 applies to Clients in receipt of Direct Debit Bureau Services only

1. INTERPRETATION

In these Conditions:

"ADDACS" means the Automated Direct Debit Amendment and Cancellation Service. The service allowing banks/building societies to advise Service Users via Bacs of any amendments to, and cancellations of, Direct Debit Instructions.

"Advance Notice" means the notice period of (normally) ten (10) Working Days plus postal time, two (2) Working Days, given to the Payer in respect of any Direct Debit Instruction (DDI), whether new or by way of an amendment.

"Agreement" means all the Terms and Conditions set out herein and any supporting documents.

"Agreement" means the terms and conditions herein and the provisions contained within G cloud 15 Call-Off Contract attached hereto.

"Allpay Distributed Software" is the Supplier's software platform which includes https://portal.allpay.net and https://paymenthub.allpay.cloud/ as well as platforms and connections to the Network Providers.

"ARUDD" means Automated Return of Unpaid Direct Debit. The service allowing banks/building societies to return to the Service User any Direct Debit payment instructions they could not apply.

"ARUCS" means the Automated Return of Unapplied Credit Service. The service allowing banks/building societies to return Bacs Direct Credit Payments that they could not apply.

"AUDDIS" means the Automated Direct Debit Instruction Service. The service enabling Direct Debit instructions to be lodged (set up) electronically from Service Users to the paying PSPs and building societies via Bacs.

"AWACS" means the Advice of Wrong Account for Automated Credits Service. The service that allows banks/building societies to notify organisations of incorrect bank details for a destination account and provide the correct bank account details for future credits.

"Bacs" means Bacs Payment Services Ltd, responsible for the Schemes behind the clearing and settlement of UK automated payment methods, Direct Debit and Bacs Direct Credit.

"Bacs Cycle" means the Bacs defined period of three Working Days, (Day 1 'Instruction' (which for the purposes of clarification means the day submission is made to Bacs), Day 2 'Processing', Day 3 'Credit').

"Bacs Input Report" means the report confirming the processing of an organisation's submission file, that is available on input day.

"Confirmation Letter" means the initial Advance Notice letter sent to the Payer, confirming the DDI details and which includes the Direct Debit Guarantee.

"Client" means the organisation whose name and address is specified in G cloud 15 Call-Off Contract and includes its successors and permitted assigns.

"Conditions" means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any Special Conditions specified in G cloud 15 Call-Off Contract.

"Customer" is a Customer of the Client and end user of the Services provided herein

"Data" means, in relation to a Transaction, the date, the unique transaction ID, full location details and amount of the relevant Payment and the Client account to which such Payment relates.

“Daily Download File” means the file sent to the Client containing information in respect of the Transaction.

"Default" means any breach by either party of its obligations under this Agreement or any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

"DD" means a Direct Debit.

"DDI" means the Direct Debit Instruction.

“DDICA” means a Direct Debit Indemnity Claim Advice. A repayment claim made by the Paying Bank in respect of a D0irect Debit disputed by the Payer.

“Direct Credit” means the service offered by Bacs that allows originators to pay money directly into a destination account

"Direct Debit Guarantee" means the guarantee offered by Paying Banks to Payers in respect of the Direct Debit scheme specifying their rights and safeguards.

“EFT” means Electronic File Transfer and refers to the type of Bureau service provided in which the client transfers files to allpay for submission to Bacs.

"Indemnity Claim" means a repayment claim made by the Paying Bank in respect of a disputed Direct Debit.

“Input day” means the working day in which the Supplier sends the Bacs instruction to the Bacs service beginning the Bacs cycle

"Lodgement" means the process of the Paying Bank accepting the DDI, and "Lodge(d)" shall be construed accordingly.

"Paperless DD" means a DD instruction taken by the client, from a Payer, in person or over the telephone.

"Payer" means the person authorising the Service User to collect Direct Debits from their bank account.

"Paying PSP" means the bank or building society at which a Direct Debit Instruction is lodged for a payer and that raises messages to advise of amendments or cancellations in relation to the Direct Debit Instruction.

“Processing Date” means the date of the Direct Debit debiting the Payer.

"Scripting Prompts" means the questions asked of a Customer to obtain (and communicate), relevant information (in accordance with Bacs legislation), to facilitate a Paperless DDI.

"Services" means the Supplier is a commercial Bacs approved bureau, authorised to submit payment instructions on behalf of Service Users. A bureau may either create and submit payment files on behalf of the Client or merely submit files created by the Service user. These Terms and Conditions are in respect of where the Supplier creates and submits payment files on behalf of the Client or where the Client creates their own files and submits to the Supplier via the Software.

“Service User” means the Client who has been issued with a Service User Number (SUN) by its sponsor PSP

“Service User Rules” means the rules set by Bacs in the Service User Guide as updated by Bacs from time to time and contained on its website: www.bacs.co.uk

"Software" means the Supplier’s Software programmes necessary for the proper operation of this Agreement as specified in G cloud 15 Call-Off Contract or as may subsequently be provided by the Supplier to the Client.

"Special Conditions" means the Special Conditions specified in G cloud 15 Call-Off Contract.

"SUN" means Service User Number which is included in all DD communication formats.

"Supplier" means the Supplier whose name and address is specified in G cloud 15 Call-Off Contract and includes its successors and assigns.

"Term" means the period (and date commencing) specified G cloud 15 Call-Off Contract, and shall continue thereafter subject to either party terminating this Agreement by serving twelve (12) Months’ notice (or such other period as specified as a Special Condition in G cloud 15 Call-Off Contract in Writing on the other, subject to early termination in accordance with any Condition of this Agreement.

"Transaction Fee" means the charge levied by the Supplier in the normal course of its business, for collecting DD payments on behalf of the Client.

"Working Day" means Monday to Friday with the exclusion of English and Scottish public and bank holidays.

"Year of this Agreement" means, in relation to each Service, the twelve (12) Month period commencing on the Start Date specified in G cloud 15 Call-Off Contract and each subsequent twelve (12) Month period.

"Unpaid Direct Debit" means a failed Direct Debit that is returned uncollected from the Paying Bank via ARUDD.

2. CLIENT OBLIGATIONS

2.1 The Client acting as Service User will at all times comply with the Service User Rules and the terms and conditions set out herein.

2.2 The Client will enter into the appropriate indemnity with its sponsor bank and act in accordance with all instructions and terms and conditions provided by its sponsor bank

2.3 The Client shall verify the details of the Customer and ensure that Customers details, including Bank Account details are correct and up to date. The Supplier will not be responsible for any errors.

2.4 The Client may accept a Payer’s account details either over the telephone or in person, in struct accordance with Scripting Prompts, to allow completion of a paperless Direct Debit Instruction (DDI).

2.5 The Client may provide paper DDIs to the Payer when requested and store all paper mandates in accordance with the Service User Rules.

2.6 All DDI details shall be communicated to the Supplier using the Software within forty-eight (48) hours of receipt thereof by the Client in order that the Company can issue Confirmation Letters to the Payer on the following Working Day.

2.8 Where a direct debit is returned unpaid, the Client will be responsible for liaising with the Customer accordingly.

2.9 Where the Customer makes a direct debit indemnity claim, the Client shall be responsible for processing this in accordance with the Service User Rules.

2.12 The Client shall be responsible for any refunds due to Customers, howsoever caused.

2.13 In the event of any overpayments, the Client shall be responsible for any remedial action required by its Sponsor Bank

2.16 The Client will check the Daily Download File on the day of receipt and ensure that the Processing Date, and the Payer’s bank details are correct.

2.17 The Client will check the Daily Download Files to ensure that the number of transactions equate to the number of the Client’s Payers;

2.18 The Client will inform the Supplier of any errors identified on Daily Download Files no later than 4 days prior to the first payment being taken.

2.19 The Client will provide the Supplier with details of Payer’s bank accounts, (namely, sorting code, account number and account name) and ensure that the Supplier is advised of any changes to these details

2.20 The Bacs Input Report provides details of the payments that have been sent electronically to the Bacs service on behalf of the Client. The Client is responsible for dealing with any rejected or adjusted records identified in the Daily Download Files provided by the Supplier. The Client must collect their Daily Downloads the day after the instruction has been set up.

2.21 Should the Client experience problems in contacting the Supplier, communications should be redirected to the Supplier’s Client Care Team at Fortis et Fides, Whitestone Business Park, Whitestone, Hereford, HR1 3SE. Telephone: 0330 135 9510

3. SUPPLIER OBLIGATIONS

3.1 The Supplier will send correspondence to payer (on behalf of the client) to issue confirmation of the set up of a DDI and/or Advance Notice of an amendment to the DDI.

3.2 The Supplier will submit Bacs files for instruction, collection and credits.

3.3 The Supplier will use the Software and Daily Download Files to advise the Client of all unpaid Direct Debits notified to it by Bacs via ARUDD (using the error codes shown in the user guide).

3.4 The Supplier will use the Software and Daily Download Files to advise the Client of all DDI cancellations and amendments notified to it by Bacs via ADDACS (using the error codes shown in the user guide).

3.5 The Supplier will use the Software and Daily Download Files to advise the Client of all returned Direct Credits notified to it by Bacs via ARUCS (using the error codes shown in the user guide).

3.6 The Supplier will use the Software and Daily Download Files to advise the Client of all Direct Credit cancellations and amendments notified to it by Bacs via AWACS (using the error codes shown in the user guide).

3.7 The Supplier will check the Bacs Input Report and notify the Client of any rejected records within the Daily Download Files.

3.8 Should Supplier's systems be disrupted for any reason, the Supplier will endeavour to provide the Client with as full a service as possible.

3.9 The Supplier will advise the Client should its systems be disrupted to such an extent that there is likely to be an adverse effect to the service provided to the Client.

4. DIRECT DEBIT RULES

The rules of the Direct Debit scheme for Direct Debit origination include, but are not limited to, the following, which the Client agrees to conform to at all times:

4.1 Ensure the Advance Notice period is adhered to for all DDI submissions, both new and by way of amendment. If the Customer requests a DDI be cancelled, both the Supplier and the Client, whose primary responsibility is to the Payer, must comply immediately.

4.2 In instances where the Customer makes direct contact with the Supplier, their wishes will be complied as far as reasonably practical and the Client informed.

4.3 In cases where the Customer disputes the amount to be debited or has other queries relating to their account, they will be advised to contact the Client direct.

4.4 Under the terms of the Direct Debit Guarantee, if the Customer claims the Supplier, or the Client on the Supplier's behalf, has made an error processing a DD Payment, the Paying Bank is duty bound to immediately refund to the Payer, the value of that Payment, and will raise an Indemnity Claim against the Client, The Client is obliged to settle the claim within fourteen (14) days. Any disagreement as to the validity of the claim must be pursued by the Client. No counterclaim is permissible by the Supplier under this Clause. The Client, acting as the Supplier's agent, retains the right to take action directly against the Customer, and in order to do so, should ensure proper archived records of account are retained to facilitate a clear audit trail.

5. **REMITTANCE OF DATA**

5.1 The Supplier will arrange for Data or reporting, received through Data capture facilities, to be available for transmission, transmitted on the Working Day following the Customer completing the transaction.

5.2 The Supplier may charge the Client interest (both before and after any judgement) on the amount unpaid at the rate per annum specified in the Late Payment of Commercial Debts (Interest) Act 1998.

SCHEDULE 1 PART 3(A)

For clients in receipt of Bureau EFT Services only.

6. **CLIENT OBLIGATIONS**

6.1 The Client acting as the Service User will at all times comply with the Service User Rules and the terms and conditions set out herein.

6.2 The Client will enter into the appropriate indemnity with its sponsor PSP and act in accordance with all instructions and terms and conditions provided by its sponsor PSP

6.3 Where the Client is collating its own files for submission to Bacs via the Supplier, the Client shall solely be responsible for the data in the files being correct and not contain any corrupt or duplicate data.

6.4 The Client shall transmit all files to the Supplier by 2:30pm for submission to Bacs that working day. Any files received after this time shall be submitted the next working day.

6.5 The Client will issue Confirmation Letters and Advance Notice letters to the Customer for all new and amended DDIs

6.6 If it is necessary to withdraw the whole Bacs file and the Client is unable to do so, the Client will contact the Supplier before 3pm on Input Day.

6.7 On receipt of the Bacs Submission Report, the Client shall ensure that all information is correct and corresponds to the volume and/or value expected to have been submitted.

6.8 On receipt of the Bacs Reports, the Client shall take the necessary action as per the Bacs Service User Rules.

6.9 The Client shall ensure that its SUN is linked to the Suppliers Bureau Number and has the necessary permissions to submit and collect to/from Bacs.

6.10 The Client shall ensure that the files transmitted to the Supplier meets standard Bacs specification at all times.

7. **SUPPLIER OBLIGATIONS**

7.1 The Supplier shall submit all files received by 2:30pm to Bacs the same Working Day.

7.2 If requested before 3pm on Input Day, the Supplier shall take the necessary steps to withdraw the whole Bacs file.

7.3 The Supplier shall transmit all Bacs Reports to the Client the day the reports are available from Bacs.

7.4 The Supplier shall notify the Client of any changes to be made to the agreed submission deadline of 2.30pm.

SCHEDULE 1 PART 4

Background

This Schedule applies to all Clients in receipt of any of the Supplier's payment services, unless agreed otherwise between the parties.

1. **ALLPAY HOSTED SOFTWARE**

1.1 The Supplier shall give access to, (and where appropriate, supply and install), and as mutually agreed, provide training in, the use of the Software as specified in G cloud 15 Call-Off Contract.

1.2 The Supplier hereby grants to the Client a non-exclusive, non-transferable licence to use the Software for the purposes of this Agreement for the Term. The Client shall not permit any third party to have possession of, access to, copy or use the Software, nor use the Software on behalf of or for the benefit of any third party (in any way whatsoever) without the Supplier's prior consent in Writing.

1.3 For the avoidance of doubt, access rights to the Software are the domain of the Supplier. It is a pre-requisite of the Client's access to the Software that no other person may share the Client's user name and passwordother than the Client's employees who need to do so for the purposes of their employment. The Client is responsible for all use of information accessed through the Software by the Client or anyone else using the Client's name and password, whether or not with the Client's permission, and or preventing unauthorised useof the Client's user name and password. If the Client believes that there has been any breach of security such as the disclosure, theft or unauthorised use of its user name and password, or of any payment or other information, the Client must notify the Supplier immediately in Writing. Access to the Software and the Client's user name and password may be terminated or suspended by the Supplier in its absolute discretion atany time after the Supplier has become entitled under this Agreement to terminate or suspend the Service(s).

1.4 The Client shall be responsible for maintaining up to date version of the internet browser to assure full functionality of the Software.

1.5 Except as otherwise agreed by the Supplier in writing under the Client's provision of services to the Client Partners, the Client is not permitted to and hereby undertakes not to:

1.5.1 copy the Software.

1.5.2 transfer, distribute, rent, loan, lease, sub-licence or otherwise deal in the Software

1.5.3 alter, adapt, merge, modify or translate the whole or any part of the Software in any way whatsoever for any purpose, including, without limitation, for error correction.

1.5.4 permit the whole or any part of the Software to be combined with or become incorporated in any other programs.

1.5.5 engineer, disassemble or decompile the Software.

1.5.6 remove, change or obscure any product identification or notices of proprietary rights and restrictions on or in the Software.

1.6 The Software and the copyrights and other intellectual property rights of whatever nature in the Software are and shall remain the property of the Supplier.

1.7 The Client undertakes that it will not interfere or attempt to interfere with the proper working of the Software.

2. **ALLPAY DISTRIBUTED SOFTWARE**

2.1 The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

2.2 The Software is licensed as follows:

2.2.1 The Supplier grants the Client the right to install and use copies of the Software on the Client’s computer running a validly licensed copy of the operating system for which the Software was designed.

2.2.2 The Client may make copies of the Software as may be necessary for backup and archival purposes.

2.3 The Software’s rights and limitations are as follows:

2.3.1 The Client may not remove or alter any copyright notices on any and all copies of the Software.

2.3.2 The Client may not distribute registered copies of the Software to third parties.

2.3.3 The Client may not reverse engineer, decompile or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law and notwithstanding this limitation.

2.3.4 The Client may not create derivative works based upon the Software.

2.3.5 The Client may not rent, lease or lend the Software.

2.3.6 The Supplier may provide the Client with support services related to the Software (‘**Support Services**’). Any supplemental software code provided to the Client as part of the Support Services shall be considered part of the Software and subject to the terms and conditions set out herein and below.

2.4 The Client must comply with all applicable laws regarding use of the Software.

2.5 Without prejudice to any other rights, the Supplier may terminate use of the Software if the Client fails to comply with these Terms and Conditions. In the event that the Agreement is terminated for whatever reason, the Client must destroy all copies of the Software in the Client’s possession.

2.6 All title, including but not limited to copyrights, in and to the Supplier Software and any copies thereof are owned by the Supplier or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the Supplier Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. These Terms and Conditions grant you no rights to use such content. All rights not expressly granted are reserved by the Supplier.

2.7 Without prejudice to Conditions 3.1.1 and 3.1.2 herein the Supplier expressly disclaims any warranty for the Software. The Software is provided ‘As Is’ without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, non-infringement, or fitness of a particular purpose. The Supplier does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software. The Supplier makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. The Supplier further expressly disclaims any warranty or representation to Authorised Users or to any third party.

2.8 In no event shall the Supplier be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) arising out of ‘Authorised Users' use of or inability to use the Software, even ifthe Supplier has been advised of the possibility of such damages. In no event will the Supplier be liable for lossof data or for indirect, special, incidental, consequential (including lost profit), or other damages based in Agreement, tort or otherwise. The Supplier shall have no liability with respect to the content of the Software or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information, subject to Condition 3 of this Schedule 1 Part 4.

2.9 The Supplier shall have no liability in respect of any corrupt or duplicated data submitted to it by the Client.

3. **ALLPAY DISTRIBUTED SOFTWARE LIMITED WARRANTY**

3.1 The Supplier warrants for a period of ninety (90) days from date of delivery of the Distributed Software to the Client (the Licensee) that:

3.1.1 the media on which the Software is furnished to be free of defects and workmanship under normal usage and service and,

3.1.2 will conform in all material respect to the printed specifications for the Software.

3.2 This limited warranty covers only the Licensee of the Software. The Client's sole remedy for any failure of the Software is limited to the repair or replacement of the Software at the Supplier's discretion. The Supplier's liability is limited to the amount paid for the Software. The Supplier shall not be liable for indirect, special, consequential or liquidated damages or penalties, including claims for lost revenues, profits or business opportunities, even if The Supplier had or should have had any knowledge, actual or constructive, of thepossibility of such damages.

3.3 The Supplier does not warrant that the Software is error free or that Client will be able to use the Software without problems or interruptions. The Supplier does not warrant that the Software and any equipment on which the Software is used will be free from vulnerability to attack on the network, including viruses and other techniques for attacking networks.

4. **SUPPORT**

4.1 For the duration of the license of the Software under Condition 1.2 the Supplier shall provide technical support for the Software between the hours of 8:30 am and 5:30pm on Working Days and the Supplier shall use its reasonable endeavours to respond as soon as practicable after receipt of a request. The technical support shall comprise telephone help desk support and, if a problem cannot be resolved by telephone support, by a site visit at the Client's cost, where necessary.

4.2 Technical support shall not include the diagnosis and rectification of any fault resulting from:

4.2.1 the improper use, operation or neglect of the Software or the equipment on which it operates

4.2.2 the unauthorised modification of the Software or its merger (in whole or in part) with any other software

4.2.3 use of the Software on equipment other than that approved by the Supplier

4.2.4 the failure by the Client to implement recommendations in respect of, or solutions to, faults previously advised by the Supplier

4.2.5 any repair, adjustment, alteration or modification of the Software by any person other than the Supplier without Supplier's prior consent in Writing.

4.2.6 use of the Software on unsupported or obsolete internet browsers

SCHEDULE 1 PART 5 – API Terms of Use

This Schedule 1 Part 5 applies to the Client's use of the Supplier's APIs.

These API Terms of Use are designed to allow the Supplier's clients and their developers to engage with the Supplier's APIs to use and test them in conjunction with their own solutions.

By gaining access to the Supplier's APIs, the Client:

- agrees that such access is private;
- acknowledges the Client's acceptance of API Terms of Use;
- agrees to comply with API Terms of Use; and
- acknowledges that the Client agrees to be legally bound by the General Terms and Conditions of the Supplier of which this Schedule 1 Part 5 forms a part.

1. DEFINITIONS

In these API Terms of Use:

"**APIs**" means the Supplier's application programming interface(s) which can be accessed at https://paymenthub.allpay.cloud upon special separate request and includes any documents (electronic or otherwise) that come with the API, as each may be updated from time to time.

"**API Data**" means as described in paragraph 2.7 of these API Terms of Use.

"Authorisation Server" means the system operated by the Supplier (or a designated third party) that issues OAuth Tokens to registered Client Applications.

"**Branded Gateway**" means the Supplier's branded payment gateway, which can be tailored to the Client's brand.

"**Client Application**" means as described in paragraph 2.6 of these API Terms of Use.

"Client Application Registration" means the process by which the Client registers its application with the Supplier or the Authorisation Server to obtain credentials (such as a client ID and client secret) for OAuth-based authentication.

End Users: any individuals (such as the Client's employees, contractors or agents) whom the Client permits or enables to use or facilitate access to the API.

"**Modifications**" means changes or updates to, or replacements of, the APIs as the Supplier may implement from time to time, including but not limited to the APIs' functionality or contents.

"OAuth Token" means a time-limited access token issued by the Supplier's Authorisation Server to the Client Application, used to authenticate API requests.

"PIF File" means files containing customer payments information which are made available to the Client on each working day, including Saturdays, which include details of specific customer transactions, data regarding swipe card orders, and daily statement reports.

"Sandbox" means a test environment or website which the Supplier may make available to the Client or its developers, together with related information, resources or materials as is relevant.

"Security Credentials" refers to user ID, password, access keys, one-time passcodes, or any other information or mechanisms used alone or in combination to identify the Client's personnel and to allow such personnel access to the Supplier Service Platform. Security Credentials are granted on a personal basis and may not be used by any other individual.

"Subscription Keys" means security keys the Supplier will provide to the Client's personnel to enable access to the APIs.

“**Supplier Service Platform**” means the Supplier’s software, which includes http://www.allpayments.net and https://paymenthub.allpay.cloud as well as platforms and connections to the network providers (being the over the counter providers such as Post Office, PayPoint and PayZone) and Branded Gateway.

2. **INTRODUCTION**

2.1 The Client should read these API Terms of Use carefully before using the APIs. By using the APIs, the Client agrees to be bound by these API Terms of Use. If the Client does not agree to these API Terms of Use then it must not use the APIs for any purpose whatsoever.

2.2 These API Terms of Use set out the Supplier’s and the Client’s respective rights and obligations relating to the use of the APIs to interface between the Supplier Service Platform and the Client Application and use of the API Data.

2.3 The Client’s use of any of the Supplier’s other products or services on the Supplier Service Platform will be on different terms and conditions. If, and only so far as, these API Terms of Use and the terms and conditions applicable to the Supplier’s other products or services are inconsistent when applicable to the Client’s use of the APIs, the terms and conditions applicable to the Supplier’s other products or services shall apply (and these API Terms of Use shall not).

2.4 If these API Terms of Use do not specifically say that the Client can do something in connection with the APIs, the API Data or the Supplier Service Platform, then the Client cannot.

2.5 Any obligation on the Client not to do something includes an obligation not to allow that thing to be done.

2.6 The APIs are intended to be used as an interface between: (a) the Supplier Service Platform; and (b) the applications or services provided by the Client (whether internally or externally) through its website or platform or the Client’s other applications, software or cloud services (in each case whether the Intellectual Property Rights therein are owned by the Client or its licensors), as is relevant (“**Client Application**”).

2.7 As part of use of the APIs, the Client may access or otherwise use on the Supplier Service Platform certain content, images, photographs, illustrations, icons, texts, video, audio, written materials, software or other content, materials or data made available via the APIs (“**API Data**”).

2.8 The Supplier may update these API Terms of Use and any other documents referred to in them from time to time by posting a notice of the update at the Supplier Service Platform or by notifying the Client by any other reasonable means. Such updates shall take effect 10 working days after details of them are so posted (or, if earlier, of the Client otherwise being notified of the update). The Client should check API page (https://paymenthub.allpay.cloud/files-via-api) regularly for details of updates. If the Client does not agree to any such update the Client should stop using the APIs and API Data before the update takes effect.

3. **ACCESS TO THE APIs**

3.1 The Client agrees:

3.1.1 to access the APIs only using the Subscription Keys that the Supplier gives to the Client;

3.1.2 to access and use the APIs only for the purposes of the Client Application and as agreed with the Supplier;

3.1.3 to keep its Subscription Keys secure, to prevent unauthorised third parties from accessing its Subscription Keys and that the Client is responsible for any use of the APIs using its Subscription Keys;

3.1.4 that End Users shall not be prompted to provide any passwords, usernames or other login details that they use to access the Supplier Service Platform directly to the Client. However, such details may be stored within the APIs;

3.1.5 that the Client may be required to register a Client Application with the Supplier server before accessing the APIs; and

3.1.6 that the Client must ensure that OAuth Tokens are securely stored and transmitted, and that expired or revoked tokens are not used.

4. **HOW THE CLIENT MAY USE THE APIs**

4.1 The Client must:

4.1.1 ensure its End User authorises the Client Application to access the Supplier Service Platform through the APIs; and

4.1.2 ensure that the Client's use of the APIs complies with:

a) these API Terms of Use (as updated from time to time);

b) all documentation relating to the APIs and/or the Supplier Service Platform provided or made available by the Supplier to the Client (as updated from time to time);

c) any terms applicable to the Client Application;

d) any terms applicable to the Supplier Service Platform;

e) any other terms agreed between the Supplier and the Client; and

f) all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant jurisdiction, government or regulatory agency or other regulatory body.

4.1.3 keep all Security Credentials safe and secure at all times. It is the Client's responsibility to prevent unauthorised use of the Security Credentials by ensuring they remain strictly confidential, and that access is restricted to the Client's authorised personnel and systems only. The Client shall prevent disclosure of its Security Credentials and shall notify the Supplier immediately if it becomes aware, or suspects, that its Security Credentials have been disclosed or otherwise compromised or that the security of the APIs is (or may) be at risk.

5. **WHAT THE APIs MUST NOT BE USED FOR**

5.1 The Client must not use or permit the use of the APIs to send spam or to interfere with or degrade the Supplier's services in any way.

5.2 The Client must also not use or permit the use of the APIs for any unlawful purpose or activity whatsoever, including fraud or terrorism, or to promote any unlawful act, or use or permit the use of the APIs in any way which:

5.2.1 makes any private information on the Supplier Service Platform publicly available on the Client Application;

5.2.2 introduces viruses, trojans, worms, logic bombs or other material that is malicious or otherwise technologically harmful, or which may be used in relation to a denial-of-service attack or a distributed denial-of-service attack;

5.2.3 is abusive, harmful, threatening or defamatory or may otherwise cause offence;

5.2.4 does or could potentially breach a legal duty to anyone else (including a duty of confidentiality) or infringe a person's right to privacy; or

5.2.5 may infringe Intellectual Property Rights or any other rights of anyone (including the Supplier's).

5.3 The Client must also not:

5.3.1 distribute, license, sell, rent, lease or otherwise deal in or encumber (like a guarantee, mortgage or security interest, for example) the APIs;

5.3.2 modify, add to, or otherwise enhance the APIs;

5.3.3 except as strictly necessary for the Client to integrate APIs with the Client Application in a manner (and for such purposes) that comply at all times with these API Terms of Use, copy or decompile the APIs and shall not observe, study or test the functioning of the APIs (or any part of it), but only so far as the same cannot be restricted by law; or

5.3.4 infringe or copy the Supplier's code or content or the design of the Supplier Service Platform, the APIs and any of the Supplier's other Intellectual Property Rights.

6. LICENCES TO USE THE APIs AND API DATA

6.1 The Supplier grants the Client a non-exclusive, revocable and non-transferable licence, without a right to sublicense to End Users, to use and to permit the Client's End Users to use, the APIs for the purposes set out in paragraph 6.3, below, and subject to the restrictions on use in these API Terms of Use. The Client must not use the APIs in conjunction with any commercial purpose.

6.2 The APIs licensed under these API Terms of Use includes a licence to error corrections, patches, fixes, updates, upgrades, new releases or new versions subsequently released by the Supplier ("**API Releases**"). The Client will implement and use such API Releases as soon as possible and in any event in the time period specified by the Supplier. The Supplier shall not be liable for any losses or claims arising out of or in connection with the Client's use of any prior iterations of the APIs after the Supplier makes any API Releases available to the Client.

6.3 The Supplier grants the Client a non-exclusive, revocable, and non-transferable licence without a right to sublicense to End Users to download, copy, display, view and use the API Data for:

6.3.1 getting payment and information files via APIs call on an automated or ad-hoc schedule;

6.3.2 access to sandbox environment and swagger file;

6.3.3 sandbox and production keys generating; and

6.3.4 access to documentation related to the APIs.

6.4 The Client shall not:

6.4.1 create permanent copies of the API Data except for PIF Files or to the extent otherwise permitted by these API Terms of Use;

6.4.2 remove, alter, or cover up any trade mark, service mark, copyright and other proprietary notices contained in the API Data;

6.4.3 without the Supplier's prior written consent, make derivative works of, or commercially distribute or otherwise exploit the API Data, or use the Supplier Service Platform or any API Data in a way that inaccurately suggests an association between the Client and the Supplier or the Supplier's licensors; or

6.4.4 otherwise use or exploit the API Data in any way for any purpose except as specifically permitted by these API Terms of Use.

6.5 This means that:

6.5.1 the Supplier can grant licences to anyone else (and retain rights to do things with the APIs and API Data itself);

6.5.2 the Supplier can decide to take the licences back from the Client; and

6.5.3 the Client is not permitted to transfer its rights to anyone else or to allow anyone else to use the APIs, the API Data or the Supplier Service Platform.

6.6 The Client accepts that the API Data may contain third party Intellectual Property Rights and the Client shall ensure that its use of such API Data does not infringe those rights.

6.7 All Intellectual Property Rights in and to the APIs, the Supplier Service Platform and API Data belong to the Supplier and shall remain owned by the Supplier (or, where relevant, its licensors), save that the PIF Files shall be owned by the Client.

6.8 If the Client acquires any Intellectual Property Rights in the APIs, Supplier Service Platform or any API Data (excluding PIF Files), the Client shall transfer these rights (both existing and future) with full title guarantee to the Supplier or anyone else the Supplier nominates (or the Client will make this happen immediately). The Client shall sign all documentation and do such things as the Supplier thinks necessary to transfer those rights.

6.9 The Client accepts and understands that the APIs and API Data contain confidential and proprietary information and the Client shall not conceal, modify, remove, destroy or alter in any way any of the Supplier's proprietary markings on or in the APIs, API Data or any related materials and documentation.

7. THE SUPPLIER'S RIGHTS

7.1 The Supplier has the right at any time to access the Client's APIs account and to monitor the Client's use of the Client's APIs account to ensure the Client is complying with these API Terms of Use.

7.2 The Supplier reserves the right to revoke or suspend any client registration or OAuth Token if misuse or compromise is suspected.

7.3 Upon termination of access, the Supplier will revoke all OAuth Tokens and client registrations associated with the Client.

7.4 The Supplier may monitor the use of OAuth Tokens and client registrations for compliance and security purposes.

7.5 The Supplier may require the Client to re-register applications or rotate credentials as part of security best practices.

7.6 The Client grants the Supplier a royalty-free, perpetual, irrevocable, non-exclusive, transferable licence to use, reproduce, copy, download, view modify, publish, edit, translate, distribute, perform, display and otherwise utilise any content or material that the Client provides to the Supplier through the APIs including End User content or material and any data or analytics generated from the same.

7.7 The Supplier may make changes to the APIs at any time and for any reason. The Supplier will notify the Client of such changes by notifying the Client as described in paragraph 2.8, above. If any change the Supplier makes is not acceptable to the Client, the Client should stop using the APIs. The Client's continued use of the APIs means that the Client accepts the change to the APIs.

8. SUPPLIER TRADE MARKS

8.1 All trade marks, logos and service marks (the "**Trade Marks**") which appear on the Supplier Service Platform or APIs are the Supplier's registered and unregistered Trade Marks or are licensed for use by the Supplier by the owners of those Trade Marks. Other Trade Marks are proprietary marks and are registered to their respective owners.

8.2 Nothing contained on the Supplier Service Platform or APIs should be construed as granting any licence or right to use any Trade Marks displayed on the Supplier Service Platform or APIs without the Supplier's prior written permission. Any such use (if agreed) must be strictly in compliance with the Supplier's instructions.

8.3 Misuse of any Trade Mark displayed on the Supplier Service Platform or the APIs, or any other content on the Supplier Service Platform, except as provided herein, is strictly prohibited.

9. **UNDERTAKINGS AND DISCLAIMERS**

9.1 The Client undertakes that:

9.1.1 the Client holds all rights and has obtained all licences required to use the APIs integration the Client develops and the API Data; and

9.1.2 the Client's use of the APIs will not infringe the Supplier's rights or anyone else's, nor will it breach any applicable laws or regulations.

9.2 To the maximum extent permitted by applicable law, the Client accepts that the APIs is provided on an 'AS IS' basis and that:

9.2.1 the APIs may not be free of bugs or errors and that the existence of bugs or errors shall not constitute a breach of these API Terms of Use by the Supplier;

9.2.2 the Client remains responsible for the Client's own hardware, content and any other data uploaded through the APIs;

9.2.3 the Supplier accepts no responsibility for any liability that arises in connection with anyone else unlawfully obtaining access to the Client's APIs account in order to abuse the nature and intent of the APIs; and

9.2.4 the Supplier accepts no responsibility for any liability that arises in connection with the theft of the Client's username or password by unauthorised third parties.

9.3 The Supplier does not promise that the APIs shall be:

9.3.1 uninterrupted or error free; or

9.3.2 compatible with third party software or equipment except where agreed by the Supplier in writing.

9.4 The Supplier shall not be liable, nor be required to fix, any problem arising from:

9.4.1 any modification made to any part of the APIs by anyone other than the Supplier without the Supplier's express prior written consent; or

9.4.2 any defect or error wholly caused by any equipment or third party software used in connection with the APIs.

9.5 Subject to what it specifically says in these API Terms of Use and to the maximum extent permitted by applicable law, the Supplier and its suppliers:

9.5.1 make no other promises and do not agree to any other terms and conditions (express, implied or statutory) in relation to the APIs, the API Data and the Supplier Service Platform or about results to be obtained from using the APIs, the API Data or the Supplier Service Platform; and

9.5.2 shall not be liable for any loss or damage arising out of any virus or other malicious code.

10. **INDEMNIFICATION**

10.1 The Client agrees to indemnify the Supplier against all losses or damage the Supplier may suffer related to:

10.1.1 the Client Application infringing the Intellectual Property Rights of anyone (including the Supplier);

10.1.2 any misuse of the APIs or API Data, including any claim the Client's use of the API Data infringes the Intellectual Property Rights or privacy rights of anyone else; and

10.1.3 any breach by the Client of any promise or non-performance of any of Client's obligations under these API Terms of Use.

10.2 This means that, in these particular circumstances, the Client will fully reimburse the Supplier for any losses on a '£' for '£' basis, without the Supplier having to take steps to avoid or minimise the Supplier's loss or to prove this is direct or foreseeable.

11. TERMINATION

11.1 If the Client breaches these API Terms of Use, the Client's rights to use the APIs and the API Data will automatically terminate, and the Supplier may shut down or restrict the Client's access to the APIs, the API Data and/or the Client's API integration.

11.2 Otherwise, the licences granted by the Supplier under these API Terms of Use will continue until the Supplier terminates the Client's use (which the Supplier may do at any time for any reason and without notice) or the Client stops using the APIs, the API Data and the Supplier Service Platform.

11.3 In the event that any of the licences granted by the Supplier under these API Terms of Use terminate for any reason, the Client shall promptly permanently delete and destroy all copies of the APIs and/or API Data in the Client's possession or control.

11.4 The Client's obligations relating to the APIs, API Data, data protection, security and confidentiality and the indemnities and licences granted by the Client and the limitations and exclusions of liability set out in these API Terms of Use and any other provisions expressed or implied to survive will continue even after any licences (and/or these API Terms of Use) have otherwise ended for any reason.

12. USE OF THE APIs BY THIRD PARTIES

12.1 The Client is only permitted to allow a third party to benefit from the APIs (such as the Client's developers or a related company of the Client or the Client's customers) if the Supplier has given its prior written consent and provided always that the Client ensures that such use:

12.1.1 does not exceed the Client's permitted use under these API Terms of Use;

12.1.2 is controlled by the Client;

12.1.3 does not involve the disclosure of any Confidential Information or API Data (other than in accordance with the terms of these API Terms of Use); and

12.1.4 is otherwise subject to and in accordance with these API Terms of Use,

and the Client remains liable for the actions or omissions of those third parties.

13. **SANDBOX**

13.1 This paragraph 13 shall apply to the extent the Supplier has authorised the Client, or its developers, to use the APIs in the Sandbox.

13.2 The Client must not

13.2.1 make any representation, whether or not to a third party, that any simulations performed in the Sandbox are real;

13.2.2 make use of the Sandbox for any purpose other than for testing the APIs in relation to the Client's Application; or

13.2.3 use the Sandbox in relation to any real or live purpose or transaction (whether virtual or otherwise) whatsoever.

13.3 The Client may only deploy dummy data when using the Sandbox and must not use any real customer or personal data when using the Sandbox. The Supplier shall have no responsibility or liability howsoever arising due to the Client's breach of this paragraph 13.

14. **MODIFICATIONS AND DISCONTINUED APIs**

14.1 The Supplier may make a Modification to, or discontinue, any API at any time in its absolute discretion. To the extent that the Supplier makes a Modification or discontinues an API it will use its reasonable endeavours to provide the Client with prior notice via the Supplier Service Platform or by other reasonable means unless prevented by applicable law.

14.2 Following notification of a Modification, the Client shall update its Client Application to the new version within 12 months, or such other period specified by the Supplier, save where these API Terms of Use state otherwise.

14.3 To the extent that any version of the APIs is discontinued, the Client must update its Client Application to maintain access to information**.**

SCHEDULE 3 – Data Protection

BACKGROUND

A. This Schedule 3 sets out the parties obligations in respect of Data Protection Legislation.

B. Part 1 of this Schedule 3 sets out the parties obligations when Processing Personal Data in the capacity of independent Controllers.

C. Part 2 of this Schedule 3 sets out the parties obligations when the Supplier is Processing Personal Data in the capacity of a Processor to the Client who is the Controller.

1. Interpretation

The following definitions and rules of interpretation apply in this Schedule 3.

1.1 Definitions:

Agreed Purpose: has the meaning given to it in paragraph 1.4 of Part 1 of this Schedule 3.

appropriate technical and organisational measures: shall have the meaning given to it in the Data Protection Legislation.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Purposes: the services to be provided by the Supplier to the Client as described in G cloud 15 Call-Off Contract of this Agreement and any other purpose specifically identified in ANNEX A to Part 2 of this Schedule 3.

Controller: shall have the meaning given to it in the Data Protection Legislation.

Criminal Offence Data: means Personal Data relating to criminal convictions and offences or related security measures to be read in accordance with section 11(2) of the DPA 2018 (or other applicable Data Protection Legislation).

Data Discloser: has the meaning given to it in paragraph 1.1 of Part 1 of this Schedule 3.

Data Receiver: has the meaning given to it in paragraph 1.1 of Part 1 of this Schedule 3.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (**DPA 2018**) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Data Subject: shall have the meaning given to it in the Data Protection Legislation.

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Information Commissioner: shall have the meaning given to it in the Data Protection Legislation.

Personal Data: shall have the meaning given to it in the Data Protection Legislation.

Processing: shall have the meaning given to it in the Data Protection Legislation.

Personal Data Breach: means:

(i) in relation to the Processing of Personal Data under Part 1 of this Schedule 3: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data; and

(ii) in relation to the Processing of Personal Data under Part 2 of this Schedule 3: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data Processed by the Supplier under Part 2 of this Schedule 3;

Processor: shall have the meaning given to it in the Data Protection Legislation.

Shared Personal Data: the Personal Data and Special Categories of Personal Data to be shared between the parties under paragraph 2 of Part 1 of this Schedule 3.

Special Categories of Personal Data: the categories of Personal Data set out in the Data Protection Legislation.

Subject Rights Request: the exercise by a data subject of their rights under the Data Protection Legislation.

Supervisory Authority: the relevant supervisory authority in the territories where the parties to this Agreement are established (other than the Information Commissioner).

Term: the term of this Agreement.

1.2 A reference to a legislation or legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

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

PART 1 – Independent Controllers

1. Purpose

1.1 Part 1 of this Schedule 3 sets out the framework for the sharing of Personal Data when one Controller (the **Data Discloser**) discloses Personal Data to another Controller (the **Data Receiver**). It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.

1.2 The parties consider that they are each acting as independent Controllers with regard to the activities carried out under Part 1 of this Schedule 3.

1.3 The parties consider this data sharing initiative necessary and proportionate as it is required to enable the Supplier to provide the services set out in G cloud 15 Call-Off Contract of this Agreement to the Client.

1.4 The parties agree to only Process Shared Personal Data, as described in paragraph 2.1 and paragraph 2.2 of Part 1 of this Schedule 3, for the following purposes:

(a) to facilitate the payment of direct debits;

(b) to facilitate debit card and credit card payments by different means;

(c) to facilitate over the counter payments;

(d) for managing / facilitating indemnity claims and chargebacks;

(e) to manage this Agreement and resolve disputes; and

(f) to facilitate use of the API where the Client has requested use of an API and the Supplier has agreed to the same; and

(g) to comply with regulatory requirements including without limitation anti-money laundering and fraud prevention,

as the case may be from time to time, having regard to the scope of the services to be provided under G cloud 15 Call-Off Contract of this Agreement.

The parties shall not Process Shared Personal Data in a way that is incompatible with the purposes described in this paragraph (**Agreed Purpose**).

1.5 Each party shall appoint a single point of contact (**SPoC**) who will work together to reach an agreement with regards to any issues arising from the data sharing and to improve actively the effectiveness of the data sharing initiative. The points of contact for each of the parties are:

(a) For Supplier: Data Protection Officer, dataprotection@allpay.net; and

(b) For the Client: [ROLE, TEAM AND CONTACT DETAILS]

2. Shared Personal Data

2.1 The following types of Personal Data will be shared between the parties during the Term:

(a) name, job title and work contact details of each party's representatives;

(b) name, address and other contact details of Customers ;

(c) bank details of Customers;

(d) any other Personal Data required by the Supplier to meet its regulatory obligations; and

(e) any other Personal Data required to enable the Supplier to provide the services set out in G cloud 15 Call-Off Contract of this Agreement.

2.2 Special Categories of Personal Data of Customers will not be shared between the parties. The following types of Special Categories of Personal Data relating to individuals who hold senior positions within the Client will be shared between the parties during the Term for the purposes of complying with regulatory obligations:

(a) racial or ethnic origin.

2.3 Criminal Offence Data will not be shared between the parties.

2.4 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

3. Lawful, fair and transparent processing

3.1 Each party shall ensure that it Processes the Shared Personal Data fairly and lawfully in accordance with paragraph 3.2 below during the Term.

3.2 Each party shall ensure that it has legitimate grounds under the Data Protection Legislation for the Processing of Shared Personal Data.

3.3 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with Subject Rights Requests within the time limits imposed by the Data Protection Legislation.

3.4 The Client shall provide the Customers with a link to the Supplier's privacy notice which can be found at www.allpay.net at the earliest opportunity and before sharing the Shared Personal Data with the Supplier.

4. Data quality

4.1 The Data Discloser shall ensure that before sharing the Shared Personal Data, it is accurate.

4.2 Shared Personal Data must be limited to the Personal Data described in paragraph 2.1 and paragraph 2.2 of Part 1 of this Schedule 3.

5. Data subjects' rights

5.1 The SPoC for each party is responsible for maintaining a record of Subject Rights Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. The SPoC for each party are detailed in paragraph 1.5 of Part 1 of this Schedule 3.

6. Data retention and deletion

6.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose.

6.2 Notwithstanding paragraph 6.1 above, parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and / or industry.

7. Transfers

7.1 If the Data Receiver appoints a third party Processor to Process the Shared Personal Data it shall comply with the relevant provisions of the Data Protection Legislation.

7.2 The Client acknowledges that as at the date of this Agreement, the Supplier uses the following processors:

Supplier	Service Provided	Where the data is processed
Post Office	Over the counter payments network	UK
PayPoint	Over the counter payments network	UK
PayZone	Over the counter payments network	UK
Eckoh	Call masking solution provider / Platform for IVR line	UK
Global	Payment technology - payment gateway - payment processor	Ireland - Non UK (EEA)
Genysys	Call centre software solution	UK
Mimecast	Email encryption service	UK
Accesspay	DD File processor	UK
Barclays	DD's BACS Sponsor	UK
Synalogik	Fraud prevention	UK

8. Security and training

8.1 The Data Discloser shall ensure that when transferring the Shared Personal Data, it shall do so by an agreed secure method.

8.2 The parties undertake to have in place throughout the Term appropriate technical and organisational security measures to:

(a) prevent:

(i) unauthorised or unlawful processing of the Shared Personal Data; and

(ii) the accidental loss or destruction of, or damage to, the Shared Personal Data

(b) ensure a level of security appropriate to:

(i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

(ii) the nature of the Shared Personal Data to be protected.

8.3 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures set out in Part 1 of this Schedule 3 together with any other applicable Data Protection Legislation and have entered into confidentiality agreements relating to the Processing of Personal Data.

8.4 The level, content and regularity of training referred to in paragraph 8.3 above shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and Processing of the Shared Personal Data.

9. Personal data breaches and reporting procedures

9.1 Each party will inform the other party of any Personal Data Breach where there is a requirement to notify the Information Commissioner or any Supervisory Authority or Data Subject(s).

9.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

10. Resolution of disputes with data subjects and the Information Commissioner or the Supervisory Authority

10.1 In the event of a dispute, complaint or claim brought by a Data Subject or the Information Commissioner or a Supervisory Authority concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other in writing about any such disputes, complaints or claims, and will cooperate with a view to settling them amicably in a timely fashion.

10.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Information Commissioner or by a Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means).

11. Warranties

11.1 The Client warrants and undertakes that it is entitled to provide the Shared Personal Data to the Supplier and it will ensure that the Shared Personal Data is accurate.

12. Changes to the applicable law

12.1 If during the Term the Data Protection Legislation change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the parties agree that the SPoCs will negotiate in good faith to review the Agreement in the light of the changes.

Part 2 – Controller to Processor

1. The Client and the Supplier agree and acknowledge that for the purpose of the Data Protection Legislation:

(a) the Client is the Controller and the Supplier is the Processor of the Personal Data Processed under Part 2 of this Schedule 3;

(b) the Client retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Supplier;

(c) ANNEX A to Part 2 of this Schedule 3 describes the subject matter, duration, nature and purpose of the Processing and the Personal Data categories and Data Subject types in respect of which the Supplier may process the Personal Data to fulfil the Business Purposes.

2. When Processing Personal Data under Part 2 of this Schedule 3, the Supplier will:

(i) only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Client's written instructions. The Supplier will promptly notify the Client if, in its opinion, the Client's instructions do not comply with the Data Protection Legislation;

(ii) maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Client or this Agreement specifically authorises the disclosure, or as required by domestic or EU law, court or regulator (including the Information Commissioner). If a domestic or EU law, court or regulator (including the Information Commissioner) requires the Supplier to process or disclose the Personal Data to a third-party, the Supplier must first inform the Client of such legal or regulatory requirement and give the Client an opportunity to object or challenge the requirement, unless the domestic or EU law prohibits the giving of such notice;

(iii) reasonably assist the Client, at no additional cost to the Client, with meeting the Client's compliance obligations under the Data Protection Legislation, taking into account the nature of the Supplier's processing and the information available to the Supplier, including in relation to Subject Rights Requests, data protection impact assessments and reporting to and consulting with the Information Commissioner or other relevant regulator under the Data Protection Legislation;

(iv) notify the Client promptly of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting the Supplier's performance of this Agreement;

(v) ensure that all of its employees:

(a) are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data; and

(b) have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties;

(vi) implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data;

(vii) within two Business Days and in any event without undue delay notify the Client in writing if it becomes aware of any Personal Data Breach;

(viii) not transfer or otherwise process the Personal Data outside the UK and European Economic Area without obtaining the Client's prior written consent;

(ix) only authorise a third-party (subcontractor) to process the Personal Data if:

(a) the Client is provided with an opportunity to object to the appointment of each subcontractor within five (5) Business Days after the Supplier supplies the Client with full details in writing regarding such subcontractor; and

(b) the Supplier enters into a written contract with the subcontractor that contains terms substantially the same as those set out in Part 2 of this Schedule 3, in particular, in relation to requiring appropriate technical and organisational data security measures.

Those subcontractors approved as at the commencement of this Agreement are as set out in ANNEX A;

(x) at no additional cost to the Client, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Client as the Client may reasonably require, to enable the Client to comply with:

(a) the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

(b) information or assessment notices served on the Client by the Information Commissioner or other relevant regulator under the Data Protection Legislation;

(xi) notify the Client as soon as reasonably possible in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation;

(xii) on termination of this Agreement for any reason or expiry of its term, securely delete or destroy or, if directed in writing by the Client, return and not retain, all or any of the Personal Data in its possession or control. If any law, regulation, or government or regulatory body requires the Supplier to retain any documents, materials or Personal Data that the Supplier would otherwise be required to return or destroy, it will notify the Client in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends;

(xiii) keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in paragraph 2(vi) (**Records**). The Supplier will ensure that the Records are sufficient to enable the Client to verify the Supplier's compliance with its obligations under this Part 2 of Schedule 3 and the Data Protection Legislation and the Supplier will provide the Client with copies of the Records (with confidential information redacted therefrom prior to disclosure if the Supplier deems it appropriate) upon request;

(xiv) permit the Client and its third-party representatives to audit the Supplier's compliance with this Part 2 of Schedule 3, on at least ten (10) Business Days' notice during the Term. The Client shall provide the Supplier with an audit plan when serving notice under this paragraph 2(xiv).

ANNEXE A - Personal Data processing purposes and details

Subject matter of processing:	the manufacture of swipe cards and/or the creation of payment reference numbers to facilitate over the counter payments
Duration of Processing:	for such time as the swipe cards are manufactured / payment reference numbers are generated by the Supplier under this Agreement
Nature of Processing:	storage of data, personalisation of the swipe cards, creation of payment reference numbers
Business Purposes:	the manufacture of swipe cards / creation of payment reference numbers to facilitate over the counter payments
Personal Data Categories:	names, payment reference numbers
Data Subject Types:	Customers who are swipe card and/or payment reference number holders
Approved Subcontractors:	N/A

ENDs.