

» Processing equipment hire additional service conditions

April 2015



1 Introduction

- 1.1 These **additional service conditions** set out the terms and conditions on which we hire the **processing equipment** to you and, together with the **operating manuals, procedure guide** and the other parts of your **agreement**, govern how we provide and you use the **processing equipment**. By requesting, or using, the **processing equipment**, you agree to be bound by these **additional service conditions**.

2 Agreement and definitions

- 2.1 These **additional service conditions** add to and form part of your **agreement**. We have already given you the **merchant terms and conditions** and we will give you another copy if you request one in writing.
- 2.2 Any terms in bold in these **additional service conditions** which are not defined in these conditions, will have the same meaning as the defined terms set out in the **merchant terms and conditions**.
- 2.3 The **merchant terms and conditions** will apply to this **additional service** unless they contradict a term or condition in these **additional service conditions**, in which case the relevant term or condition in these **additional service conditions** will take priority.
- 2.4 Any notice or communications sent by you or us in relation to this **additional service** must be sent in line with the **merchant terms and conditions**.
- 2.5 In these **additional service conditions** some words have particular meanings. These are set out below.

Cancellation fee means the cancellation fee or fees set out in the **processing equipment hire schedule**.

Hire period means the minimum initial period for hiring **processing equipment** as set out in the **processing equipment hire schedule** which will start on the **start date**.

Monthly direct debit date means the monthly date on which you must pay the **monthly rental charge** by direct debit, as set out in condition 3.5 of these **additional service conditions**.

Monthly rental charge means the monthly rental charge set out in the **processing equipment hire schedule**.

Poll means collecting **transaction data** through a telecommunications link from each **processing equipment** in relation to a **card payment** and sending that data to the relevant **card scheme** or **card issuer**.

Processing equipment hire schedule means and includes (i) the **merchant application form** for this **additional service**, which gives details of all **charges and fees** which apply; (ii) the **processing equipment** which we have agreed to provide to you (if you have signed a separate agreement for ancillary equipment, the terms and conditions of that other agreement will apply to it); and (iii) any other important information relevant to the **processing equipment** and this **additional service**.

Staff means your employees, agents, contractors, subcontractors or any other **person** acting on your behalf.

Start date has the meaning given in condition 3.3 of these **additional service conditions**.

Supervisor card means the card we give you which allows you to access and use extra functionalities in the **processing equipment**.

3 Charges

- 3.1 You must pay us any relevant **charges and fees** in relation to this **additional service**, together with the other **charges and fees** due under your **agreement**. You confirm you have read and understood the **processing equipment hire schedule** and agree to all **charges and fees** relating to this **additional service** which apply and other important information relevant to the **processing equipment** and this **additional service**.
- 3.2 We will bill you for all **charges and fees** arising from or in relation to this **additional service** along with the other **charges and fees** due under your **agreement**.
- 3.3 You will need to pay your **monthly rental charge** for each calendar month during which you have the **processing equipment**, in line with these **additional service conditions**. The date on which we despatch the first **processing equipment** to you, in line with these **additional service conditions**, is the date when this **additional service** begins (the 'start date').
- 3.4 If the **start date** is between the first day and the 22nd day of a calendar month, you must pay your first **monthly rental charge** by direct debit on the tenth day of the calendar month after the calendar month in which the **start date** falls. If the **start date** falls after the 22nd of a calendar month, you must pay your first **monthly rental charge** by direct debit on the tenth day of the second calendar month after the calendar month in which the **start date** falls.
- 3.5 You must pay future **monthly rental charges** by direct debit every month on the same day of the month as your first **monthly rental charge** was due ('**monthly direct debit date**') unless we agree otherwise with you in writing. If the **monthly direct debit date** falls on a day that is not a **banking day** in any calendar month, you must pay the **monthly rental charge** on the next **banking day**.
- 3.6 If you are based in the UK, you will pay **VAT** as well as the **charges and fees** at the rate which applies when each **monthly rental charge** is due. The **VAT** rate which applies at the time these **additional service conditions** take effect is set out in the **processing equipment hire schedule**. However, this rate may change from time to time. If you are

based outside of the UK, you alone are responsible for the accounting and payment of any value added tax, sales tax or other tax which may apply.

4 Delivering and installing the processing equipment

- 4.1 The **processing equipment** may be new or reconditioned. We will deliver it to the delivery address that you give us.
- 4.2 If we agree to install or move any **processing equipment** from your premises for you, we will charge you and the charge will be set out on your next statement.
- 4.3 If we do not install any **processing equipment**:
- (a) you alone are responsible for making sure the **processing equipment** is installed correctly in line with the **operating manuals, procedure guide** and all written instructions which apply, and is fully functioning in line with that information before you use the equipment; and
 - (b) you must install each **processing equipment** at a suitable position in your premises.

5 Using the processing equipment

- 5.1 If you request, we or our authorised representatives may train you and your **staff** in using the **processing equipment**. We will agree the price of this training with you. You must keep to, and make sure that your **staff** keep to, any written instructions and training we give you in relation to this **additional service**.
- 5.2 You must:
- (a) Tell us the locations where each **processing equipment** is used;
 - (b) Not hire or sell any **processing equipment** or use it as security or allow any **processing equipment** to leave your premises;
 - (c) Not allow anyone else, other than you and your **staff**, to use any **processing equipment**;
 - (d) Make sure that bailiffs do not seize the **processing equipment**;
 - (e) Tell us and get our written permission beforehand if you want to move any **processing equipment** to another location from the one you have told us about, in line with condition 5.2(a) above;
 - (f) Only use the imprinter and sales vouchers in the way and circumstances described in the **operating manuals** and the **procedure guide**;
 - (g) Perform the end-of-day banking procedure on each **processing equipment** in line with the **operating manuals** and the **procedure guide**;
 - (h) Make sure that you and your **staff** only use, or allow the use of, the types of **card** that the **processing equipment** can accept (we will give you this information);
 - (i) Make sure that you and your **staff** only use, or allow the use of, any **processing equipment** for the functionalities set out in the **operating manuals**, the **procedure guide** or as we may otherwise tell you;
 - (j) Keep each **processing equipment** clean and safe and protect it from damage and loss;
 - (k) Make sure that you give your **staff** suitable training before they use any **processing equipment** so that they can use it correctly in line with these **additional service conditions**, the **operating manuals** and the **procedure guide** and make sure that you give your **staff** further suitable training in relation to any updates or changes to the **processing equipment** we tell you about;
 - (l) Provide and maintain all power and telephone connections and transmission links for each **processing equipment** in line with our instructions, the **operating manuals** and the **procedure guide**;
 - (m) Not manually enter those **cards** which you are not allowed to be manually entered into **processing equipment** (we will give you this information);
 - (n) Make sure that any **supervisor card** is only used by the authorised members of your **staff** and only for the authorised purposes as set out in the **operating manuals** and the **procedure guide** or as we otherwise tell you about from time to time (in writing or otherwise); and
 - (o) Make sure that any **supervisor card** is kept safe by you and any authorised members of your **staff** and in a way which protects it from being used by someone who isn't authorised.
- 5.3 If it applies, we will **poll** the **processing equipment** (not all **processing equipment** needs to be **polled**). If we **poll** the **processing equipment**, these services are included in the **monthly rental charge**.
- 5.4 The conditions relating to our **intellectual property rights** included in the **merchant terms and conditions** will apply to this **additional service** as well as your use of any names, trademarks and **intellectual property rights** in relation to the **processing equipment**. We will tell you in writing beforehand which names or trademarks to use on or in relation to the **processing equipment**. You must only use the names and trademarks in the form and in the way we tell you. You must not remove or alter any names or trademarks appearing on the **processing equipment** unless we agree otherwise with you in writing.
- 5.5 If you want to use or accept **cards** in any **processing equipment** other than those **cards** which are allowed under your **agreement** with us, you must get our written permission beforehand.

6 Insurance

- 6.1 We recommend that you keep each item of **processing equipment** insured for at least £400 (or the foreign currency equivalent) against all loss and damage.
- 6.2 If we request, you must give us the details of any insurance policy which covers the **processing equipment**.
- 6.3 No matter what insurance you choose to take out, you will be liable for any loss or damage to the **processing equipment** in line with condition 7 below.

7 Faults, loss and damage

- 7.1 You must not, and must make sure that your **staff** do not, move, alter, try to repair or do maintenance work on any **processing equipment** without getting our written permission beforehand.
- 7.2 You must tell us immediately in writing about any faults with any **processing equipment** or if it is lost or damaged. You must allow anyone acting on our behalf to come to your premises at reasonable times for any reason to do with any **processing equipment**.
- 7.3 We will assess the condition of any **processing equipment** you have told us about in line with condition 7.2 above and may repair or replace the relevant **processing equipment**, depending on what we think is necessary.
- 7.4 If we stop maintaining the relevant type of **processing equipment**, if we believe it no longer meets our current functional or technological standards or if any **scheme** says we must change or replace it, any replacement **processing equipment** we provide will be of at least an equivalent standard and will be charged at the same **monthly rental charge** as the **processing equipment** we replace.
- 7.5 If we decide any **processing equipment** needs to be replaced or repaired because of a fault with it (not caused by you or anyone acting on your behalf) or because of fair wear and tear, we will be responsible for the cost of the repair or replacement. If we decide any **processing equipment** needs to be repaired or replaced for any other reason, you will be responsible for the cost of the repair or replacement.
- 7.6 If you are responsible for the cost of repairing or replacing any **processing equipment**, we will tell you and we will debit you the cost of the repair or replacement, including our costs of coming to your premises to assess the condition of the **processing equipment**.

8 Warranties

- 8.1 You warrant that your computer hardware, software and operating systems are compatible with and are able to use this **additional service** in line with your **agreement** at the **start date** and throughout the entire term of this **additional service**.

9 Limitations on our liability

- 9.1 The exclusions and limitations on our liability set out in the **merchant terms and conditions** also apply to exclude and limit our liability in relation to this **additional service**.
- 9.2 As well as the limitations and exclusions on our liability set out in the **merchant terms and conditions**, we will not be liable to you for any **losses** you or anyone else suffers arising from or in connection with you or anyone else (acting for you) installing any **processing equipment**.
- 9.3 The indemnities (meaning, in plain English, making good each other's losses) you give us in the **merchant terms and conditions** will cover all **losses** we suffer which may arise as a result of any act or failure to act on your part or on your behalf in relation to this **additional service**.
- 9.4 Any claim you want to make against us in relation to this **additional service** is limited in the same way as set out in the **merchant terms and conditions**.

10 Changing these additional service conditions

- 10.1 We may change all or any part of these **additional service conditions** at any time in line with the **merchant terms and conditions**.

11 Suspending or ending this additional service

- 11.1 We may suspend or end all or any part of this **additional service** at any time in line with the **merchant terms and conditions**.
- 11.2 As well as the above, we may suspend or end all or any part of this **additional service** at any time, with immediate effect and without telling you first, if:
- (a) You fail to keep to, or we reasonably suspect you have failed to keep to, these **additional service conditions**;
 - (b) Extraordinary circumstances arise which affect our ability to provide this **additional service**.
- 11.3 You may end this **additional service** at any time by giving us 30 days' written notice. If you give notice to end this **additional service** before the end of the **hire period**, we will charge you the **cancellation fee**.
- 11.4 If the **services** under the **merchant terms and conditions** are suspended or ended, this **additional service** will also be suspended or ended (whichever applies), unless we agree otherwise with you in writing. If this **additional service** is suspended or ended, the rest of your **agreement** will stay in force. If this **additional service** is partly ended or suspended, the rest of this **additional service** will stay in force.

12 After the end of this additional service

- 12.1 If this **additional service** ends, you must immediately return all **processing equipment** to us in a satisfactory condition (as determined by us). If you do not return any **processing equipment** to us or if you return it but the condition of it is beyond repair, we will collect the equipment or replace it (whichever applies) and we will charge you the costs that we have had to pay. If we cannot collect or repair any **processing equipment** (whichever applies), we will bill you for the full value of it. In any event, you will have to continue to pay the **monthly rental charge** until you return each item of **processing equipment** to us.
- 12.2 When this **additional service** ends, it will not affect:
- (a) Our or your rights or responsibilities which have arisen before it ends; or
 - (b) The coming into force or continuation in force of any condition in these **additional service conditions**, which is (whether expressly or not) intended to come into force or continue in force on or after this **additional service** ends.
- 12.3 You must not send us any **transaction data** from any **processing equipment** once this **additional service** has ended.

13 Law

- 13.1 These **additional service conditions** are governed by the laws of England and Wales. You and we agree that any disputes relating to these **additional service conditions** will be dealt with by the courts of England and Wales, unless we decide to bring proceedings in any other court able to hear the dispute in any other state or country, whether at the same time or not.

14 Complaint procedures

We want to hear from you if you feel unhappy about the service you have received from us. Letting us know your concerns gives us the opportunity to put matters right for you and improve our service to all our customers. You can complain in person by visiting our Barclaycard head office in Northampton, in writing, by email or by phone. You can get details of our procedures for handling complaints from our Customer Services Department by contacting them on 0800 161 5350* or at www.barclaycard.co.uk/paymentacceptance. We may record or monitor calls to maintain high levels of security and quality of service.



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by calling 0844 811 6666.***

We also offer a Next Generation Text or SignVideo service. For more information visit barclaycard.co.uk/accessibility

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