

**DEBIT CREDIT FACILITY
APPENDIX TO THE RETAIL AGENT AGREEMENT**

Sign Up/Agent No.



SITE NAME	
SITE ADDRESS	
POST CODE	

1. This is an Appendix to the Retail Agent Agreement, made between the below signed Agent ("the Agent"), PayPoint Network Ltd ("Network") and PayPoint Collections Ltd ("Collections") ("the Agreement"), relating to a debit credit facility provided by PayPoint Retail Solutions Ltd (co.reg.no 4476269) whose registered office is 1 The Boulevard, Shire Park, Welwyn Garden City, Hertfordshire AL7 1EL (the "Company") in accordance with the terms and conditions contained herein and referred to as "the Facility" ("the Debit Credit Agreement").
2. The Agent hereby accepts that the contents of the Debit Credit Agreement comprise additional terms of the Agreement, all of which are binding upon the parties hereto.
3. In consideration of the Company providing the Facility to the Agent via Network's terminal (as described in the Agent Agreement), the Agent shall operate the Facility, in accordance with the terms contained herein and the written instructions ("Instructions"), received from time to time from the Company and its duly appointed agents, and pay the Service Charge and Fees throughout the term of the Debit Credit Agreement. For the sake of clarity the Instructions form part of the Debit Credit Agreement.
4. **COMMENCEMENT AND TERM**
The Debit Credit Agreement shall come into force on the date hereof for a term of 3 years (the "Initial Period") and provided that the Agent has not served at least 12 months notice in writing to expire at the end of the 3 year term, shall continue thereafter subject to either party terminating the Debit Credit Agreement by serving not less that 12 months notice in writing on the other, unless the Debit Credit Agreement is terminated pursuant to Clause 5.3 or Clause 7 below.
5. **PAYMENT OF FEES**
 - 5.1 The Agent will pay the Company the weekly sum of £3.50 (exclusive of VAT) for every terminal where the Facility is provided ("Site") which will be payable monthly in advance, at the rate of £15.16 per month, or at such other times as the Company may notify to the Agent from time to time (the "Service Charge"). Any such payment must include the appropriate amount of VAT. All payments will be made by direct debit via Collections from the bank account referred to in the Agreement and will be payable regardless of whether the Agent has taken transactions through the Facility.
 - 5.2 For the sake of clarity, without prejudice to any other right the Company has, any failure to pay under the Debit Credit Agreement will mean that the Agent is liable for interest on the overdue amount at the rates referred to in the Agreement. The Company will also be entitled to suspend provision of the Facility to the Agent with immediate effect if there is a failure to pay under the Debit Credit Agreement.
 - 5.3 The Company may vary the amount of the Service Charge due under the Debit Credit Agreement by giving not less than 28 days written notice to the Agent. Notwithstanding any other provision in the Debit Credit Agreement, on the Company giving such notice and providing that there has been an increase rather than a decrease in the Service Charge, the Agent may terminate the Debit Credit Agreement by giving the Company not less than 28 days written notice of termination.
6. **AUTHORISED CARDS**
The Agent must only use the Facility to process transactions using cards authorised by the Company and the merchant acquirer.
7. **TERMINATION**
 - 7.1 It is condition of the Debit Credit Agreement that the Agent has a valid written agreement with a merchant acquirer. In addition to the rights of termination within the Agreement the Debit Credit Agreement may be terminated by the Company with immediate effect upon written notice if the Agreement is terminated or if the Agent does not have a valid written agreement with a merchant acquirer.
 - 7.2 Subject to the provisions of Clause 7.3, if the Debit Credit Agreement is terminated during the Initial Period the Agent shall immediately repay to the Company the balance of the development and connection costs (the "Costs") not written off at the date of termination. For the purposes of this Clause the Costs are £3.50 per terminated Site for every week (or proportion thereof for every incomplete week) remaining of the Initial Term. The Costs will be payable on the next monthly payment date and will be made by direct debit via Collections.
 - 7.3 The Costs will not be payable if the Debit Credit Agreement is validly terminated by the Agent in accordance with Clause 5.3.

8. FULL AGREEMENT

Although the Facility is provided to be used with credit, debit and other payment cards, the Debit Credit Agreement is separate and not linked to the merchant acquirer agreement to which the Agent has agreed. Neither party has relied on any representations, warranties or information given by the other, unless in the Debit Credit Agreement.

9. MAINTENANCE OF FACILITY

In the event of a failure of the Facility, the Agent must immediately contact the helpdesk of the relevant merchant acquirer (the "helpdesk") for instructions. The Agent must not attempt to carry out any maintenance on the terminal, without instructions to do so from the Helpdesk or the Company.

10. SEVERABILITY

Should any term of condition of the Debit Credit Agreement be found by a Court of Competent Jurisdiction to be invalid, such term shall be disappplied to that extent and no further from the other terms of the Debit Credit Agreement, all of which shall continue in full force and effect.

11. NOTICES

- a) Notices under the Debit Credit Agreement must be in writing addressed to the Company at its registered office or the Agent at its address at the head of the Debit Credit Agreement, as the case may be.
- b) Notices shall only be deemed to be served if:
 - i) delivered by hand on delivery;
 - ii) sent by facsimile, the first business day after transmission;
 - iii) sent by Post, the second business day after posting.

12. The Agent shall be entitled to no remuneration for the performance of the Agent's duties under the Debit Credit Agreement.

13. Save as expressly stated herein all the terms of the Agreement shall also form part of the Debit Credit Agreement. In the event of a dispute between the provisions of the Agreement and the Debit Credit Agreement in connection with the Facility the provisions of the Debit Credit Agreement will prevail.

14. DATA PROTECTION

The Agent agrees that the Company may:

- a) Seek, hold and process any information obtained about the Agent from the Agent or third parties for the purpose of and as a result of any applications or agreements the Agent has with the Company. This will include a search with a licensed credit reference agency which will keep a record of that search.
- b) Use this information for credit reference purposes including assessing the Agent credit limit and to administer and operate the credit account granted to the Agent and analyse the conduct of the credit account.
- c) Disclose any information the Company has about the Agent to licensed credit reference agencies, other suppliers and creditors to help the Company and others make credit decisions, to help prevent or detect fraud or other crimes, to trace debtors, to provide trade references, on a confidential basis to the Company, agents and sub-contractors, to insurance companies for the purposes connected with insurance products that relate to might relate to the Agent credit account, to any persons whom the Company proposes to transfer rights and/or responsibilities under this contract and to the extent is required or permitted to do so by law.
- d) Hold and use this information during the term of this Agreement for 6 years thereafter and thereafter destroy the information except for a record of credit limits and date of and ground for account closure.
- e) If the Agent is a body corporate or incorporate the Company may process information as above relating to the directors, shareholders or members including searches with licensed credit reference agencies.

Retail Agents Signature	Print full name
State capacity of signatory	Date
Retail Agents Signature	Print full name
State capacity of signatory	Date
Signed on behalf of PayPoint Network Ltd.	Print full name
	Date
Signed on behalf of PayPoint Collections Ltd.	Print full name
	Date
Signed on behalf of PayPoint Retail Solutions Ltd.	Print full name
	Date

Credit & Debit Application Form



Please complete the following information for sites interested in processing credit & debit cards on the PayPoint terminal. If the site currently offers credit & debit, please ensure that they also complete the information overleaf.

Credit/Debit Information Table

To enable us to offer you the best deal possible, please provide us with the following information.

Agent No. & Site No:	
Sign Up No: (if applicable)	
If you do not offer credit & debit but wish to, please state preferred acquirer	Streamline euroConex (Girobank)
Do you currently offer a credit & debit facility? If yes, please tick the company opposite:	euroConex (Girobank) Streamline Barclays Other (Please state)
What is the monthly value of your credit & debit card turnover:	£
What is your monthly terminal rental charge?	£
What is your transaction charges for: Credit Cards Debit Cards	£ £
Do you accept mobile top ups through your credit & debit terminal?	YES / NO
When does your current contract end?	
What notice period do you have to serve?	
What is the penalty for ending your contract?	£

Credit & Debit Acquirer Form for Switchers

Please complete all sections A, B and C.

SECTION A - Please complete all your business details

Owner / Proprietor Name	
Agent No. & Site No.	
Fascia Name	
Shop Postcode	

SECTION B - Your Credit Debit Acquirer. Please tick to indicate who your current credit & debit card acquirer is and then tell us your Merchant ID number.

I currently take credit & debit card transactions with euroConex (Girobank), Streamline or Barclays and I want to keep my existing acquirer deal but use the PayPoint terminal to process credit & debit payments.

My current Acquirer bank is (please tick)	<input type="checkbox"/> euroConex (Girobank)	<input type="checkbox"/> Streamline	<input type="checkbox"/> Barclays
My current Merchant ID is			

SECTION C - Please complete to confirm that all the above details are correct.

Retail Agents Signature	Print full name
State capacity of signatory	Date
Retail Agents Signature	Print full name
State capacity of signatory	Date

What Happens Now?

Please send this completed form back to us in the envelope provided. When we receive the form we will contact your current credit & debit provider and arrange for your credit & debit card processing to be switched over to your PayPoint terminal. We will contact you shortly to tell you when you can start to use your PayPoint terminal to take these payments.