



PayPoint Park New Business Offer Terms and Conditions

These Terms and Conditions (“**Terms**”) govern PayPoint Park New Business Offer (“**Promotion**”) offered by PayPoint Network Limited (“**PayPoint**”) to retailers entering into a new General Retailer Agreement for the EPoS Core package, apply to become a PayPoint Park Super Agent and, if they so choose, take Card Services, as part of their service package at any time from 28 August 2023 until 31 October 2023. (“**Promotion Period**”).

These Terms are considered as “other documentation” pursuant to Section 1 Clause A.2.5(f) of your General Retailer Agreement. Any capitalised terms used here and not defined herein are as set out in the General Retailer Agreement.

Please read the following Terms carefully and keep a copy for your information.

1. Promotion

1.1 PayPoint Agents and retailers who meet the eligibility criteria in Clause 2 and participation requirements under Clause 3 shall be entitled to the following discounts, subject to these Terms:

- (a) a discount of 50% (fifty percent) off the Service Fees for the EPoS Core package (“**Initial Discount**”), for a period of 6 months commencing on the date your Agreement is set live (“**Initial Discount Period**”);
- (b) at the end of the Initial Discount Period, a new discount of £5 per week on the Service Fees for the EPoS Core package connected to one Terminal within an Authorised Site (“**Cards Discount**”);

For the avoidance of doubt, if a retailer does not meet the participation criteria for the Cards Discount but does meet the participation criteria for the Initial Discount, they will be entitled to receive only the Initial Discount. If a retailer only meets the participation criteria for the Cards Discount, they will not be entitled to receive either the Cards Discount or the Initial Discount. PayPoint may however, choose to apply a different promotion, at its sole discretion.

2. Eligibility

2.1 In order to be eligible for the Promotion, you or your Authorised Site must meet the following criteria:

- (a) be a retailer who is not a PayPoint Agent (and has no Authorised Sites); or
- (b) be an existing PayPoint Agent who has at least one location that is not an Authorised Site (and wishes to make this location an Authorised Site).

2.2 For the avoidance of doubt, any PayPoint Agent or Authorised Site that has left the PayPoint retail network in the 6-month period immediately preceding the Promotion Period shall be excluded from participating in the Promotion. This shall include any Authorised Sites or PayPoint Agents that have undergone a change of ownership or legal status change during the Discount Period.

3. Participation

To participate in the Promotion, you must meet the following criteria:

3.1 General Participation Criteria

- (a) enter into a services agreement for the provision of the PayPoint EPoS Core package and the associated services provided to you ("**Agreement**") during the Promotion Period for their relevant site(s);
- (b) had your service set live and completed your first transaction (that is not cancelled or refunded) within 3 calendar months of the signature of your Agreement; and

3.2 Initial Discount Participation Criteria

- (a) be a member of the Federation of Independent Retailers ("**Membership**"); and
- (b) applied for and been accepted as a PayPoint Park Super Agent by ("**Application**").

3.3 Cards Discount Participation Criteria

- (a) have and maintain a card acquiring agreement with the merchant acquirer introduced by PayPoint ("**Acquiring**");
- (b) your Agreement must include the provision of Card Services and associated PinPad which must have been installed, with at least one Card Services transaction completed that is not cancelled or refunded ("**Valid Transaction**") within 3 calendar months of the signature of your Agreement;
- (c) have processed, on a calendar month basis, a minimum level of Card Services activity, being four hundred (400) Valid Card Services Transactions effected through the Card Services Pin Pad ("**Minimum Transaction Level**") in an Authorised Site.

3.4 To receive the Initial Discount and (where applicable) the Cards Discount, neither your Agreement (including Card Services), Membership, Application nor Acquiring must be cancelled, suspended or terminated, and no action must have been taken against you by PayPoint for any reason, including but not limited to, action for non-payment or default.

3.5 If your Membership and/or Application is cancelled, suspended or terminated, the Initial Discount shall cease to be applied and your relationship with PayPoint shall continue but at the non-discounted rate for the remainder of the Agreement term, including any remaining time on the Initial Discount Period. You shall also not be eligible to receive the Cards Discount, regardless of whether you meet the additional Cards Discount Criteria.

3.6 If your Card Services and/or Acquiring is cancelled, suspended or terminated, or you do not meet the Minimum Transaction Level, the Cards Discount shall cease to be applied and your relationship with PayPoint shall continue but at the non-discounted rate for the remainder of the Agreement term.

- 3.7 If your Agreement is cancelled, suspended or terminated, or action is taken against you by PayPoint as detailed in clause 3.4 above, then both the Initial Discount and, where applicable, the Cards Discount, shall cease to be applied and your relationship with PayPoint shall either:
- (a) be terminated in full in accordance with the Agreement; or
 - (b) shall continue but at the non-discounted rate for the remainder of the Agreement term, including any remaining time on the Discount Period.

4. The Discount

- 4.1 Once you have met the eligibility and the relevant participation requirements under clauses 2 and 3, the following shall apply:
- (a) Initial Discount (as shown on your Confirmation Form) shall be applied to your Service Fee automatically from the time your service is set live and shall be made to you as a credit alongside your monthly PayPoint Service Fee charge.
 - (b) At the end of the Initial Discount Period, the Cards Discount will be applied to the next month's (month 7) Service Fee (as shown on your Confirmation Form) and shall be made to you as a credit alongside your monthly PayPoint Service Fee charge. The Cards Discount shall remain in place for as long as you meet the eligibility requirements under clause 3 (except that you are no longer required to meet the Initial Discount eligibility requirements). If you do not meet the eligibility requirements, including meeting the Minimum Transaction Level, we may decide not to apply the Discount, and you will no longer be eligible to receive it. In such instance, you will be required to pay the full undiscounted Service Fee for any month the eligibility requirements are not met.
- 4.2 Both the Initial Discount, and the Cards Discount will be applied as a credit note monthly in arrears and will be credited on, or close to, the day the Service Fee charge is applied (on or around the 15th of each month).

5. Other Important Terms:

- 5.1 The Initial Discount shall be applied to only the first six (6) months the service fee(s) in relation to your Agreement with us, commencing when your service package is set live, and the Cards Discount shall apply only from month 7 of your Agreement with us (commencing when your service package is set live). The Initial Discount and the Cards Discount shall not apply to any other costs or charges of any kind (including but not limited to, outstanding fees or charges on your account and any other costs incurred).
- 5.2 PayPoint reserves the right to reject any retailer wishing to take part in the Promotion in its sole discretion, and/or to remove any discount or other payment at its sole discretion.

- 5.3 This Promotion may not be used in conjunction with any other discount or promotion offered by PayPoint in respect of the service fees for any PayPoint service package.
- 5.4 PayPoint reserves the right to verify the eligibility of all participants, and may in its sole discretion, refuse to apply the Discount if the customer fails to satisfy any eligibility requirements set out in these Terms or where we suspect that a false or fraudulent submission is being made or misleading information has been given.
- 5.5 PayPoint does not accept any liability for lost or delayed payments or discounts, howsoever caused.
- 5.6 The decision of PayPoint is final in all respects and no dispute or correspondence will be entered into.
- 5.7 This offer is not transferable and cannot be exchanged for other alternatives.
- 5.8 To the extent that you have supplied personal data in relation to this promotion, such personal data shall be used exclusively for the administration of activities in relation to this promotion only. For the avoidance of doubt, this will not change or amend any standing personal information you may have previously provided in relation to other products or services provided by PayPoint, or the use of such information in relation to such products or services. Please see our privacy policy at <https://www.paypoint.com/privacy-statement>
- 5.9 PayPoint and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with the Promotion or these Terms, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
- 5.10 If for any reason any aspect of the Promotion is not capable of running as planned, the Promoter may (in its sole discretion) cancel, terminate, modify or suspend the promotion, or invalidate any affected entries (this includes, without limitation, by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of PayPoint which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion).
- 5.11 You agree to be bound by these Terms and conditions and confirm that all information provided is accurate, up-to-date and complete to the best of your knowledge and ability.
- 5.12 PayPoint reserves the right to withdraw or amend the promotion and/or these Terms at any time, details of which will be shared on <https://retailer.paypoint.com/support/product-t&cs>.



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5.13 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.

5.14 These Terms shall be governed by English law and the English courts shall have exclusive jurisdiction.

In these Terms, references to PayPoint shall mean, PayPoint Network Limited, 1 The Boulevard, Shire Park, Welwyn Garden City, AL7 1EL.