



PayPoint: Card Services Promotion 2023 Terms and Conditions

These Terms and Conditions (“**Terms**”) govern this promotion offered by PayPoint Network Limited (“**PayPoint**”) to retailers entering into a General Retailer Agreement for the Terminal and Card Services that meets the criteria set out in Clause 2 and 3 below from 1st June 2023 to 31st March 2024 (“**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 but 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 set out in Clause 2 (“**Eligible Participants**”) and participation requirements under Clause 3 (the “**Participant**”) shall, for the months during which they are met, receive a £5 per week discount (the “**Discount**”) on Service Fees payable by the Eligible Participant in respect of one Terminal within an Authorised Site, subject to these Terms.

2. Eligibility

- 2.1 In order to become an eligible participant for the Card Services Promotion 2023 (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 site that is not an Authorised Site (and wishes to make that site an Authorised Site); AND
 - (c) enter into the General Retailer Agreement for the provision of a Terminal and Card Services within the Promotion Period.

3. Participation Requirements

- 3.1 In order for the Eligible Participant to participate in the Promotion, and therefore become the Participant, you must meet and maintain all of the following participation requirements:
- (a) you must have entered into the General Retailer Agreement during the Promotion Period for your relevant site(s) that has not been cancelled or terminated;
 - (b) within three (3) calendar months of entering into the General Retailer Agreement, you must have had:
 - your Terminal and your Card Services Pin Pad installed; and
 - completed at least one (1) Transaction other than Card Service transaction that has not been cancelled or voided for any reason; and

- at least one (1) Card Services transaction that has not been cancelled or voided for any reason (“**Valid Transaction**”);
- (c) has processed a minimum level of Card Services activity, being four hundred (400) Valid Card Services Transactions effected through the Card Services Pin Pad in one calendar month (“**Minimum Transaction Level**”) in an Authorised Site.

3.2 To remain a Participant for the Discount:

- (a) you must maintain your General Retailer Agreement;
- (b) you must maintain a valid agreement with an accredited Merchant Acquirer;
- (c) you must not decommission Card Services;
- (d) you must achieve the **Minimum Transaction Level** per calendar month, calculated on a monthly basis for the Authorised Site.

4. The Discount

- 4.1 The Discount will be applied from the installation day and the Service Fee related to the Terminal within on Authorised Site will be discounted as shown on your Confirmation Form.
- 4.2 The Discount shall remain in place for as long as you meet the eligibility requirements under Clause 3.
- 4.3 For the avoidance of doubt, if you do not meet these eligibility requirements, including achieving the Minimum Transaction Level we may decide not apply the Discount, and you will no longer be eligible to receive it. You shall therefore be required to pay the full undiscounted Service Fee for any month where the eligibility requirements under Clause 3 are not met.
- 4.4 The Discount shall be itemised as a credit on your self-billing invoice Cards Promotion 2023. For the avoidance of doubt you will receive one (1) payment for each month where the eligibility requirements under Clause 3 are met.

5. Other Important Terms:

- 5.1 The 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 in relation to your General Retailer Agreement or your agreement with the Card Services provider).
- 5.2 We do not accept any liability for any delay or failure to apply any discount or other offer.
- 5.3 PayPoint reserves the right to remove any Discount in its sole discretion.
- 5.4 PayPoint reserves the right to verify the eligibility of all Discounts and may, in its sole discretion, remove the Discount where we suspect that misleading information has been given.
- 5.5 The decision of PayPoint is final in all respects and no dispute or correspondence will be entered into.
- 5.6 This offer is not transferable and cannot be exchanged for other alternatives.

- 5.7 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>
- 5.8 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.
- 5.9 If for any reason any aspect of this 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).
- 5.10 You agree to be bound by these Terms and confirm that all information provided is accurate, up-to-date and complete to the best of your knowledge and ability.
- 5.11 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>.
- 5.12 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.
- 5.13 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.