

takepayments Limited

Equipment Rental Terms and Conditions

1. Definitions and Interpretation

1.1 In these terms and conditions, the following terms (whether used in singular or plural form) shall have the following meanings:

Administration Charge means the charge payable in accordance with clause 17.15 where takepayments agrees to make a Requested Change, as set out in the Other Charges List;

Agreement means the agreement relating to the hire of the Equipment, incorporating these Conditions and the Contract Form, signed by the Merchant and takepayments;

Application Form means the application form completed by or on behalf of the Merchant, on or around the date of the Agreement, for submission to the Card Acceptance Provider in relation to a proposed Card Acceptance Agreement (or, where there is no separate application form, the Card Acceptance Agreement itself);

Card Acceptance Agreement means the agreement made between the Card Acceptance Provider and the Merchant for the provision of merchant acquiring services by the Card Acceptance Provider;

Card Acceptance Provider means the provider or proposed provider of merchant acquiring services for the Merchant, as specified on the Application Form;

Change of Legal Entity Charge means the charge payable in accordance with clause 12.4 where takepayments agrees to early termination of the Contract in connection with a change to the Merchant's legal entity or basis of trading, as set out in the Other Charges List;

Collection Charge means the prevailing charge for collecting the Equipment, as set out in the Other Charges List;

Conditions means these terms and conditions (as may be amended from time to time in accordance with clause 17.13);

Contract means the contract (comprising the Agreement, the Contract Form and these Conditions) between the Merchant and takepayments for the hire of the Equipment;

Contract Form means the document entitled 'Contract Information Form' which sets out certain information about the configuration requirements for the Equipment, certain information relating to the Merchant's business and the Minimum Monthly Transaction Value;

Data Laws means all applicable laws and regulations relating to the processing and privacy of personal data, including the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679;

Default Visit Charge means the charge payable in accordance with clause 6.7 in the event that takepayments deploys a representative to visit the Merchant Site following any breach of the Contract by the Merchant, as set out in the Other Charges List;

Delivery Date means: (a) the date of delivery of the Equipment by takepayments in accordance with clause 5.1; or (b) where delivery of the Equipment does not occur because a duly authorised representative of the Merchant is not available to take delivery or because the Merchant refuses to accept delivery of the Equipment for any reason, the date on which the Agreement is signed by takepayments;

Direct Debit Resubmission Charge means the prevailing charge for resubmitting a direct debit in accordance with clause 9.13.1, as set out in the Other Charges List;

Early Termination Administration Charge means the charge payable in accordance with clause 13.7.3 where the Contract is terminated before the end of the Minimum Period or the relevant Extended Period (as the case may be);

Early Termination Amounts means the amounts due to be paid by the Merchant pursuant to clause 13.7;

Equipment means the terminal (or terminals) and/or other equipment specified in the 'description of goods' section of the Agreement;

Equivalent Supplies means goods which are the same as or similar to the Equipment (or which offer similar functionality) and/or any services which are the same as or similar to the services provided by the Card Acceptance Provider pursuant to the Card Acceptance Agreement;

Existing Agreements means the agreements in force, as at the date the Merchant signs the Agreement, between the Merchant and third parties pursuant to which such third parties provide Equivalent Supplies, or (if applicable instead) the single agreement in force, as at the date the Merchant signs the Agreement, between the Merchant and a third party pursuant to which such third party provides Equivalent Supplies;

Extended Period means a period of twelve (12) months commencing on the expiry of the Minimum Period or (as the case may be) commencing on the date on which the previous such twelve-month period expires;

Failed Delivery Charge means the charge payable in accordance with clause 5.1 in the event that takepayments is unable to deliver the Equipment, as set out in the Other Charges List;

Installation and Operating Instructions means the instructions provided by or on behalf of takepayments for setting up, installing and using the Equipment;

Installation Charge means the charge payable in accordance with clause 5.3.3 in the event that takepayments deploys a representative to install the Equipment at the Merchant Site, as set out in the Other Charges List;

Insurance Value means the value of the insurance required to be maintained by the Merchant for the Equipment pursuant to clause 7.3;

Intellectual Property Rights means all vested, contingent and future intellectual property rights including goodwill, reputation, rights in confidential information, copyright, trademarks, logos, service marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, know-how, trade secrets, inventions, get-up, database rights, rights in software, in each case whether registered or unregistered, and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world, whether now known or in the future created;

Non-Payment Charge means the prevailing charge for non-payment of any of the Rental Charges or Relevant Charges on the Payment Date, as set out in the Other Charges List;

Non-Use Charge means the prevailing charge applicable where the Card Acceptance Agreement is terminated for any reason during the term of the Contract, as set out in the Other Charges List;

Merchant means the person specified as the Hirer on the Agreement;

Merchant Bank Account means the bank account nominated by the Merchant for the processing of the direct debit in respect of the payment of the Rental Charges (and the Relevant Charges where applicable), or such other bank account as may be notified to and agreed by takepayments from time to time in accordance with clause 9.8;

Merchant Site means the Merchant's address as specified in the Agreement;

Minimum Period means 12 months from the date on which the Secondary Rental Charges commence in accordance with clause 3.2;

Minimum Monthly Transaction Value means the value of transactions which must be processed by the Merchant using the Equipment each month during the term of the Contract, as specified in the Contract Form;

Mobile Equipment means any item of the Equipment which is configured for GPRS or CSD connectivity;

Other Charges List means takepayments' list of sundry charges and Repair Charges as set out in clause 18.1 and clause 18.2 (in each case, as may be amended from time to time in accordance with the provisions of the Contract);

Payment Date means the due date for payment of the relevant Rental Charges in accordance with clauses 9.3 and 9.5 and/or (as the case may be) the due date for payment of the Relevant Charges (where applicable) in accordance with clause 9.5;

Personal Data has the meaning set out in the Data Laws;

Privacy Policy means takepayments' Privacy Policy from time to time in force as set out at takepayments.com/privacy-policy;

Relevant Business means: (a) a body corporate; or (b) a partnership of four persons or more; or (c) a partnership of 3 persons or less, all of whom are bodies corporate; or (d) an unincorporated association which consists entirely of bodies corporate;

Relevant Charges means the charges in the Other Charges List and any other charges or amounts (including interest) which are due and payable under the Contract from time to time (other than the Rental Charges, the Statement Fee and the Early Termination Amounts);

Relevant Provider means the Card Acceptance Provider and/or (as applicable) any other third party which (whether pursuant to any contract with the Merchant or with takepayments) provides the Equipment or the Solution;

Rental Charges means the charges for the hire of the Equipment as specified in the Agreement;

Repair Charges means the prevailing charges for the relevant repair of the Equipment as set out in the Other Charges List;

Requested Change means any change to the Contract (including, for the avoidance of doubt, any change to the Equipment, the Rental Charges, the Minimum Period, the Extended Period, the Merchant Bank Account, the Merchant Site and any change to any of these Conditions) which is agreed by takepayments in writing following a request from the Merchant to make such change;

RPI means the Retail Prices Index as published by the All Items Retail Prices Index as published by the Office for National Statistics in the UK (or where such index or authority no longer exists, the replacement or successor for such authority or index);

Secondary Rental Charges means the higher rate of the Rental Charges payable after the initial (lower) rate of the Rental Charges;

Site Visit Charge means the prevailing charge for an aborted visit to the Merchant Site in accordance with clause 8.5, as set out in the Other Charges List;

Software means any software provided or otherwise made available (directly or indirectly) to the Merchant by or on behalf of a Relevant Provider in connection with any Support and/or the Merchant's use of the Equipment;

Solution means the Software and/or the Support (as the case may be);

Statement Fee means the fee shown in the Other Charges List for the applicable copy of the invoice or statement which is required by the Merchant;

Support means any support (including telephone and online support), management information, reporting tools and/or services which are provided or otherwise made available (directly or indirectly) to the Merchant by or on behalf of a Relevant Provider in connection with the Contract or the Merchant's use of the Equipment; and

takepayments means takepayments Limited, a company registered in England and Wales under company registration number 3102137.

1.2 In these Conditions (unless the context otherwise requires):

1.2.1 references to the Contract or to any other document referred to in the Contract (including the Contract Form and these Conditions) shall mean the Contract or such other document as amended, varied, supplemented, modified or novated from time to time;

1.2.2 the words "including" and "include" and words of similar effect shall be deemed to have the words "without limitation" following them;

1.2.3 the words "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding or following them;

1.2.4 references to a "person" shall include natural persons, firms, companies, associations, corporate or unincorporated bodies (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns;

1.2.5 words importing the singular shall include the plural and vice versa;

1.2.6 references to a numbered clause are to a clause of these Conditions so numbered;

1.2.7 references to a "party" mean takepayments or the Merchant (and references to the "parties" shall be construed accordingly); and

1.2.8 any reference to any legislative provision is a reference to it as it is in force from time to time (taking account of any amendment, extension or re-enactment) and includes any subordinate legislation for the time being in force made under it.

1.3 In the event of any inconsistency between the provisions of the Agreement and the provisions of these Conditions, then the former shall prevail.

1.4 The headings in these Conditions are for ease of reference only and shall not affect the construction or interpretation of the Contract.

2. Duration of Hire

2.1 takepayments shall hire the Equipment to the Merchant subject to the terms and conditions of the Contract. takepayments shall not, other than in the exercise of its rights under the Contract or applicable law, interfere with the Merchant's quiet possession of the Equipment.

2.2 The hire of the Equipment shall commence on the Delivery Date.

2.3 Unless the Contract is terminated earlier in accordance with its provisions:

2.3.1 the Merchant shall hire the Equipment for the Minimum Period; and

2.3.2 the hire of the Equipment shall continue after the expiry of the Minimum Period for each Extended Period unless and until the Merchant terminates it in accordance with clause 2.4.

2.4 For the avoidance of doubt, the minimum duration of the Contract (as referred to in clause 2.3 and in the definition of 'Minimum Period') shall be determined by reference to the date on which the Secondary Rental Charges commences in accordance with clause 3.2.

2.5 The Merchant may terminate the Contract on the expiry of the Minimum Period or on the expiry

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- of any Extended Period (as the case may be) by giving not less than two (2) months' prior written notice to takepayments.
- 2.6 For the avoidance of doubt, where any notice served by the Merchant pursuant to clause 2.4 is not served within sufficient time to give the full period of notice (as required by clause 2.4) prior to the expiry of the Minimum Period or (as the case may be) the relevant Extended Period, then such notice shall not take effect until the expiry of the subsequent Extended Period.
- 3. Termination of the Merchant's Existing Agreements**
- 3.1 As soon as reasonably practicable after signing the Agreement, the Merchant shall take such steps as are necessary to terminate the Existing Agreements at the earliest possible date. Promptly after taking such steps, the Merchant shall inform takepayments of the dates on which the Existing Agreements will terminate and shall promptly provide to takepayments:
- 3.1.1 a copy of any applicable notices sent by the Merchant to terminate the Existing Agreements; and
- 3.1.2 a copy of any applicable notices and/or letters of confirmation received by the Merchant from the other parties to the Existing Agreements to confirm the dates of termination of the Existing Agreements.
- 3.2 Without prejudice to any other provision of the Contract, the Merchant acknowledges and agrees that the Secondary Rental Charges shall commence on the earlier to occur of:
- 3.2.1 the date on which the Existing Agreements terminate (as notified to takepayments by the Merchant pursuant to clause 3.1), or (where there is more than one such termination date) the last date of termination;
- 3.2.2 the expiry of five (5) years after the date of the Agreement; and
- 3.2.3 the expiry of twelve (12) months after the date of the Agreement, in the event that the Merchant does not provide (prior to the expiry of such twelve month period) confirmation of the dates on which the Existing Agreements will terminate and the accompanying documentation pursuant to clause 3.1.
- 3.3 takepayments may, from time to time (and at its absolute discretion), provide assistance to the Merchant in connection with the termination of the Existing Agreements. Such assistance shall be in such form as takepayments may, in its absolute discretion, determine from time to time.
- 3.4 The Merchant acknowledges and agrees that, notwithstanding any other provision of the Contract (and, for the avoidance of doubt, notwithstanding any assistance offered by takepayments as referred to in clause 3.3):
- 3.4.1 as between takepayments and the Merchant, the Merchant is solely responsible for determining its ability to enter into the Contract and accordingly (without prejudice to clause 4.4.2) the Merchant is solely responsible for its decision to enter into the Contract, notwithstanding the existence of the Existing Agreements;
- 3.4.2 it is the Merchant's sole responsibility to terminate the Existing Agreements and to pay any and all amounts due in connection with the Existing Agreements (including the termination of the Existing Agreements);
- 3.4.3 takepayments' obligations to the Merchant are limited to those obligations expressly set out in the Contract and takepayments shall not be obliged to provide any advice or services to the Merchant in connection with the Existing Agreements; and
- 3.4.4 accordingly, takepayments shall have no responsibility or liability to the Merchant for any matters relating to the Existing Agreements, including (without prejudice to clause 4.4.2) any default charges or other liability which the Merchant may incur as a result of the Merchant entering into the Contract.
- 4. Merchant Information**
- 4.1 The information in the Contract and obtained in accordance with clause 4.14.2 relating to the Merchant, together with other information obtained about the Merchant and its staff in connection with the Contract, may be used and disclosed by takepayments in accordance with clauses 4.3 and 14 and (where the information comprises Personal Data) the Privacy Policy.
- 4.2 The Merchant agrees that:
- 4.2.1 takepayments shall be entitled to obtain and use all information provided by or on behalf of the Merchant in the Application Form as though such information was also provided directly to takepayments as part of the Contract;
- 4.2.2 each Relevant Provider shall be entitled to notify takepayments of any breach of Cardholder Data (as defined by the Payment Card Industry Data Security Standards) which relates to the Merchant's use of the Equipment or the Solution and provide to takepayments all information associated with such breach; and
- 4.2.3 any of the foregoing information may be used and disclosed by takepayments for any of the purposes specified in clause 14.2 and shared with any third parties on the basis referred to in clauses 4.3 and 14 and (where the information comprises Personal Data) the Privacy Policy, including after termination of the Contract for any reason.
- 4.3 Notwithstanding execution of the Agreement by takepayments and the entry into force of the Contract, takepayments may subsequently make all reasonable checks about the Merchant and any director, shareholder and/or other business owner of the Merchant including making financial checks (including checking the Merchant's credit history and searching the files of licensed credit reference agencies, who may record the search) and seeking bank and/or trade references. The Merchant shall, promptly upon request by takepayments, provide any written authority which is required to enable such checks to be made.
- 4.4 The Merchant represents and warrants to takepayments that:
- 4.4.1 all the information which the Merchant has provided to takepayments (in any form) in connection with the Contract (including Personal Data relating to the Merchant and/or its staff) is complete and accurate; and
- 4.4.2 it has the power to enter into the Contract and the entry into the Contract by the Merchant will not contravene the rights of any third party or breach any provision of the Existing Agreements.
- 4.5 Without prejudice to any other provision of the Contract, the Merchant shall inform takepayments promptly (giving as much advance notice as is reasonably practicable, where appropriate) of any actual or proposed change in its ownership or trading name, address, telephone number or trading hours, or any closure of its business.
- 5. Delivery and Set-Up of the Equipment**
- 5.1 takepayments shall deliver the Equipment to the Merchant Site as soon as reasonably practicable, but takepayments shall not be under any obligation to deliver the Equipment pending confirmation as to whether or not the proposed Card Acceptance Agreement has been approved by the Card Acceptance Provider. The Merchant shall ensure that (if necessary or if requested by takepayments) a duly authorised representative of the Merchant is available at the Merchant Site during normal business hours to take delivery of the Equipment. The Merchant shall not refuse to accept delivery of the Equipment for any reason. In the event that takepayments is unable to effect delivery
- because a duly authorised representative of the Merchant is not available or the Merchant refuses to accept delivery of the Equipment for any reason, the Merchant shall pay the Failed Delivery Charge on demand.
- 5.2 As soon as reasonably practicable after receipt of the Equipment, the Merchant shall:
- 5.2.1 (without prejudice to clause 6.2.11) install the Equipment in accordance with the Installation and Operating Instructions; and
- 5.2.2 complete all applicable requirements for PCI/DSS compliance including those advised to the Merchant by the Card Acceptance Provider. The Merchant acknowledges and agrees that it is its sole responsibility to become PCI/DSS compliant and that fees, fines or other charges may be levied by the Card Acceptance Provider in the event of failure to do so.
- 5.3 In the event that the Merchant does not, for any reason, install the Equipment pursuant to clause 5.2.1 within 14 days of the Delivery Date then (without prejudice to any other rights or remedies of takepayments) takepayments shall be entitled to deploy a representative of takepayments to install the Equipment at the Merchant Site. Where takepayments so deploys a representative:
- 5.3.1 such representative shall be entitled to access the Merchant Site without prior notice to install the Equipment;
- 5.3.2 the Merchant shall provide full co-operation to enable such representative to install the Equipment at the Merchant Site (including providing reasonable assistance and facilities where requested by the representative for such purposes); and
- 5.3.3 regardless of whether or not such representative effects installation of the Equipment, the Merchant shall pay the Installation Charge on demand.
- 5.4 Where takepayments deploys a representative pursuant to clause 5.3 as a result of the Merchant's failure to install the Equipment then the Default Visit Charge shall not be payable (but the Installation Charge shall remain payable in accordance with clause 5.3).
- 5.5 Installation of the Equipment by the Merchant shall constitute conclusive evidence that the Merchant has examined the Equipment and has found it to be complete and in good condition.
- 5.6 The Merchant shall be solely responsible for the provision of all utilities and facilities necessary to enable use of the Equipment at all relevant times.
- 6. Merchant's General Obligations**
- 6.1 The Merchant shall:
- 6.1.1 (without prejudice to clause 6.2.11) operate the Equipment only in accordance with the Installation and Operating Instructions (and ensure that all its staff who use the Equipment do so);
- 6.1.2 where appropriate, use only suitable paper rolls and other consumables in the Equipment (stocks of which are available from takepayments on request, at such cost as shall be advised by takepayments);
- 6.1.3 permit takepayments or its duly authorised representatives to enter the Merchant Site (or, without prejudice to clause 6.2.2, any other premises at which the Equipment is or may be located) at all reasonable times in order to inspect the Equipment (and, where applicable, to collect it pursuant to clause 13.5) and for the purpose of verifying the Merchant's compliance with the Contract; and
- 6.1.4 be solely responsible for the cost of any charges incurred in using the Equipment (including the installation, rental, call and any other charges associated with the Equipment's telephone connection and any charges payable under the Card Acceptance Agreement).
- 6.2 The Merchant shall not without the prior written consent of takepayments:
- 6.2.1 sell or sub-let the Equipment or part with possession or control of the Equipment;
- 6.2.2 move the Equipment from the Merchant Site (save that the Merchant may take any applicable Mobile Equipment away from the Merchant Site on a temporary basis from time to time to the extent reasonably required for proper purposes associated with the Merchant's business and provided always that the Equipment is not taken outside of the United Kingdom);
- 6.2.3 permit any third party (other than relevant staff of the Merchant) to have use of the Equipment;
- 6.2.4 remove, deface, obstruct, alter or add to any peripheral supplied with or forming part of the Equipment and/or any proprietary notices affixed to the Equipment (including any of takepayments' trade marks and trade names);
- 6.2.5 do (or permit to be done) any act or thing which will or may jeopardise the right, title and/or interest of takepayments in the Equipment;
- 6.2.6 use the Equipment for processing any transactions other than those permitted under the terms of the Card Acceptance Agreement (and, for the avoidance of doubt, shall not use the Equipment for the processing of transactions by any card processor other than the Card Acceptance Provider and shall not use the Equipment for any unlawful purpose);
- 6.2.7 remove any SIM card supplied with or forming part of the Equipment (unless specifically instructed to do so by takepayments), or use or attempt to use any such SIM card for any purpose other than as part of the Equipment for the proper processing of card transactions as referred to in clause 6.2.6;
- 6.2.8 create or allow the creation of any mortgage, charge, lien or other security interest in respect of the Equipment;
- 6.2.9 suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process;
- 6.2.10 add or combine the Equipment with any other equipment or software (except if and to the extent required by the Card Acceptance Agreement); or
- 6.2.11 (where takepayments has specified that a Certificate of Integration from a Relevant Provider is necessary for use of the Equipment or the Solution in connection with the Merchant's technology and infrastructure) use the Equipment or the Solution until it has received such a Certificate of Integration.
- 6.3 The Merchant shall ensure that, each month during the term of the Contract, transactions are processed (in accordance with the terms of the Card Acceptance Agreement) using the Equipment for not less than the Minimum Monthly Transaction Value.
- 6.4 Without prejudice to clause 6.1.1, if and to the extent that the Equipment is used by the Merchant for processing any transactions in 'offline mode', the Merchant shall be solely responsible for:
- 6.4.1 reconciling all such transactions on a regular basis; and
- 6.4.2 reconciling all such transactions prior to such Equipment being returned to or collected by takepayments.
- 6.5 Without prejudice to any other provision of the Contract, the Merchant acknowledges and agrees that takepayments is not responsible for (or otherwise liable in relation to) any loss or corruption of any transactions which are processed by the Equipment when used by the Merchant in 'offline mode'.

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- 6.6 If the Card Acceptance Agreement is terminated for any reason during the term of the Contract, the Merchant shall pay the Non-Use Charge each month from the date of such termination. The Non-Use Charge shall remain payable each month until the termination of the Contract.
- 6.7 If the Merchant breaches any of its obligations under the Contract (including failure to pay any of the Rental Charges or the Relevant Charges on the Payment Date) then takepayments shall be entitled (at its option) to deploy a representative to visit the Merchant Site with a view to investigating and discussing the breach with the Merchant. Where takepayments so deploys a representative then, regardless of whether or not such representative meets the Merchant on such visit (and even if the relevant breach is subsequently remedied by the Merchant), the Merchant shall pay the Default Visit Charge. For the avoidance of doubt, takepayments shall be entitled to deploy a representative to visit the Merchant Site under this clause 6.7 on each occasion that the Merchant is in breach of the Contract (including each occasion that any payment of the Rental Charges or the Relevant Charges was not paid on the Payment Date) and the Default Visit Charge shall be payable for each such visit.
- 6.8 takepayments' rights under clause 6.7 shall be without prejudice to any other rights and remedies of takepayments (including its rights to terminate the Contract under clause 12.3.1), subject always to clauses 5.4 and 9.12.
- 7. Title, Risk and Insurance**
- 7.1 The Equipment (including any peripherals and any SIM card supplied with or forming part of the Equipment) shall remain the sole and exclusive property of takepayments at all times and the Merchant shall have no right to or interest in the Equipment, except for the right to possession and use of it in accordance with and subject to the provisions of the Contract.
- 7.2 The risk of loss, theft, damage to or destruction of the Equipment shall pass to the Merchant on delivery of it to the Merchant. The Equipment shall remain at the sole risk of the Merchant until such time as it is redelivered to takepayments.
- 7.3 The Merchant shall keep the Equipment insured under an all-risks policy for the benefit of takepayments for not less than £550 for each individual item of Equipment.
- 7.4 In the event of a claim under the insurance to be maintained by the Merchant pursuant to clause 7.3, the full amount of the Insurance Value shall be payable to takepayments and any excess payable under such insurance shall be the Merchant's sole responsibility.
- 7.5 The Merchant shall, within seven (7) days of a request by takepayments, produce a certificate of insurance in respect of the insurance to be maintained by the Merchant pursuant to clause 7.3 together with evidence of payment of the applicable premiums.
- 7.6 If the Merchant fails to comply with its obligations under clauses 7.3 or 7.5, takepayments shall be entitled to effect and maintain insurance in respect of the Equipment, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Merchant.
- 8. Loss of or Damage to the Equipment**
- 8.1 The Merchant shall immediately report to:
- 8.1.1 takepayments any theft, loss, damage and/or failure of the Equipment; and
- 8.1.2 the police and to the Merchant's insurer theft of the Equipment or any damage to the Equipment caused by third parties.
- 8.2 The Merchant shall not tamper with or undertake any repairs to the Equipment without the prior written consent of takepayments.
- 8.3 Without prejudice to clauses 7.3 and 7.4, the Merchant shall pay to takepayments on demand an amount equal to the Insurance Value in the event of any theft or loss of the Equipment.
- 8.4 takepayments shall, as soon as reasonably practicable, attempt to repair any faults in the Equipment that have been reported to takepayments, using remote diagnostics. In the event that the Equipment cannot be repaired using remote diagnostics then (subject to clause 8.5) takepayments shall replace the Equipment as soon as reasonably practicable after receipt of the faulty Equipment. The faulty Equipment shall be returned by the Merchant at the Merchant's risk and cost, except that takepayments shall reimburse the reasonable cost of returning the faulty Equipment where there is a breach by takepayments of the warranty in clause 10.1 in respect of such Equipment.
- 8.5 takepayments shall only arrange for an engineer to visit the Merchant Site to repair any faulty Equipment if takepayments (in its absolute discretion) deems it necessary. Such visit shall take place at times agreed by the Merchant and takepayments. If the Merchant does not permit access to the Equipment and/or the Merchant Site at the time agreed then the Merchant shall pay the Site Visit Charge on demand.
- 8.6 The Merchant shall pay to takepayments on demand:
- 8.6.1 the applicable Repair Charge where takepayments determines, in its absolute discretion, that the relevant repair of Equipment is necessary due to any act or omission of the Merchant; or
- 8.6.2 an amount equal to the Insurance Value if the relevant Equipment cannot be repaired for any reason (other than where the damage has been caused by any default of takepayments).
- 8.7 takepayments shall not be obliged to repair or replace the relevant Equipment unless and until the relevant amount due under clause 8.6 (where applicable) has been paid.
- 8.8 For the avoidance of doubt, the Merchant shall be solely responsible for any damage caused to the Equipment through use of unsuitable consumables including unsuitable paper rolls (unless supplied by or on behalf of takepayments).
- 8.9 The Merchant shall remain liable to pay all Rental Charges and all Relevant Charges in respect of any period during which the Equipment is lost or damaged (except if and to the extent any such loss or damage is caused by any default of takepayments).
- 8.10 Where takepayments replaces any Equipment pursuant to the provisions of the Contract:
- 8.10.1 the replacement equipment shall be of equal or greater specification to the Equipment but may not be new; and
- 8.10.2 with effect from the date of replacement, the replacement equipment shall constitute the Equipment to the extent relevant for the purposes of the Contract (and references in the Contract to the Equipment shall be construed accordingly).
- 9. Invoicing, Payment of Rental Charges and Payment of Relevant Charges**
- 9.1 takepayments may, at its discretion, either:
- 9.1.1 issue an invoice for the Rental Charges on a monthly basis during the term of the Contract; or
- 9.1.2 at any time, issue a single annual invoice for all of the Rental Charges due to the expiry of the Minimum Period or due to the expiry of the relevant Extended Period (as the case may be).
- 9.2 In addition to invoices for the Rental Charges pursuant to clause 9.1, takepayments may also issue an invoice for the Relevant Charges (where applicable) at any time following such Relevant Charges being incurred.
- 9.3 Save as otherwise provided in clauses 9.4 and 13.7, the Rental Charges shall be payable with effect from the Delivery Date and shall be due in advance of each month.
- 9.4 Where applicable, the first payment of the Rental Charges shall include (in addition to the Rental Charges payable in advance for the following month) an amount equal to the pro-rata amount of monthly Rental Charges in respect of the period between the Delivery Date and the end of the month in which the Delivery Date occurred.
- 9.5 Payment of the Rental Charges and the Relevant Charges (where applicable) shall be due on the date for payment specified in the relevant invoice issued by takepayments, which shall be no earlier than 3 days after the date of the invoice.
- 9.6 Payment of the Rental Charges (including pursuant to clause 9.4 but excluding pursuant to clause 13.7) and the Relevant Charges (where applicable) shall be collected by takepayments on the Payment Date by direct debit in accordance with clause 9.7.
- 9.7 The Merchant shall maintain a Merchant Bank Account with facilities to pay to takepayments the Rental Charges (and the Relevant Charges where applicable) by direct debit via the Bankers Automated Clearing Services (BACS). The Merchant acknowledges and agrees that, pursuant to the BACS scheme, payment may be taken from the Merchant Bank Account at any time up to two working days after the Payment Date (or, where the Payment Date is a bank or public holiday, up to four working days after the Payment Date).
- 9.8 The Merchant shall not without the prior written consent of takepayments (which shall not be unreasonably withheld):
- 9.8.1 close or change the Merchant Bank Account; or
- 9.8.2 cancel the direct debit for payment of the Rental Charges (or the Relevant Charges where applicable) from the Merchant Bank Account.
- 9.9 Without prejudice to clause 9.8, the Merchant shall give takepayments not less than 10 days' advance notice of any proposed closure, change or cancellation of the Merchant Bank Account.
- 9.10 The Merchant shall ensure that there are sufficient funds in the Merchant Bank Account to meet each correct direct debit request for the Rental Charges (and the Relevant Charges where applicable) in accordance with clause 9.7.
- 9.11 All payments to be made by the Merchant under the Contract shall be made without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever.
- 9.12 Where takepayments deploys a representative pursuant to clause 6.7 as a result of the Merchant's failure to pay any of the Rental Charges or Relevant Charges on the Payment Date then the Non-Payment Charge shall not be payable (but the Default Visit Charge shall remain payable in accordance with clause 6.7). For the avoidance of doubt, the Non-Payment Charge shall be payable under clause 9.13.1 on each occasion that the Merchant fails to pay any of the Rental Charges or Relevant Charges on the Payment Date but where takepayments does not deploy a representative pursuant to clause 6.7.
- 9.13 If the Merchant fails to pay any of the Rental Charges or the Relevant Charges on the Payment Date then (without prejudice to takepayments' other rights and remedies, including its rights to deploy a representative under clause 6.7 and to terminate the Contract under clause 12.3.1) the Merchant shall:
- 9.13.1 subject to clause 9.12, pay the Non-Payment Charge (for each occurrence of non-payment of any of the Rental Charges and Relevant Charges);
- 9.13.2 pay the Direct Debit Resubmission Charge (for each occurrence that a direct debit is unsuccessful and is resubmitted for payment);
- 9.13.3 pay interest on all unpaid sums at a rate of 4% per annum above the base rate prevailing at the relevant time at the Bank of England (payable daily) until the sums are paid, whether before or after any judgment; and
- 9.13.4 pay all fees, costs, charges and/or legal costs properly incurred (or to be incurred) by takepayments as a result of or in connection with such non-payment.
- 9.14 The Rental Charges and the Relevant Charges may be increased as follows:
- 9.14.1 on the expiry of the Minimum Period, the Rental Charges and the Relevant Charges may be increased by a percentage amount equal to the percentage increase of the RPI as published on such expiry measured in respect of the duration of the Minimum Period; and
- 9.14.2 on each subsequent anniversary of the expiry of the Minimum Period, the Rental Charges and the Relevant Charges (as previously increased pursuant to clause 9.14.1) may be increased by a percentage amount equal to the percentage increase of the RPI as published on such anniversary measured in respect of the previous 12 month period.
- 9.15 Should the Merchant require any paper copies of invoices or statements which have previously been provided by takepayments in connection with the Contract, the Merchant must contact takepayments and such copies will be issued following payment (by debit or credit card) of the relevant Statement Fee.
- 10. Warranties**
- 10.1 takepayments warrants that the Equipment shall be of satisfactory quality and fit for any purpose held out by takepayments.
- 10.2 As the Equipment is not manufactured or produced by takepayments, takepayments does not give any warranties beyond those contained in clause 10.1. In particular, but without prejudice to the foregoing, takepayments does not warrant that the Equipment:
- 10.2.1 will be error-free or be free of defects;
- 10.2.2 will achieve any particular performance criteria; or
- 10.2.3 will be suitable for the Merchant's use or purposes or, in relation to any Mobile Equipment, that it will receive sufficient signal or achieve any connectivity at the Merchant Site or elsewhere to enable it to work without interference (or at all),
- and it is the Merchant's sole responsibility to ensure that the Equipment is suitable for its use and suitable for the purposes of (including any standards required under) the Card Acceptance Agreement.
- 11. Liabilities**
- 11.1 Subject to clauses 11.2 and 11.3, takepayments' maximum aggregate liability arising under or in connection with the Contract (including any liability for breach of the Contract and any liability for the acts or omissions of its employees, agents or subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall be limited to:
- 11.1.1 £250,000 (two hundred and fifty thousand pounds sterling) for loss of or damage to physical property; and
- 11.1.2 in all other cases, the value of all Rental Charges paid by the Merchant to takepayments under the Contract (or, where an event giving rise to any such liability occurs prior to the expiry of the Minimum Period, the value of all Rental Charges paid and payable by the Merchant to takepayments under the Contract in respect of the Minimum Period).
- 11.2 Subject to clause 11.3, takepayments shall not be liable to the Merchant under or in connection with the Contract for any:

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- 11.2.1 special, indirect or consequential loss;
- 11.2.2 loss of profit;
- 11.2.3 loss of use (including loss of use of the Equipment or interruptions in any service);
- 11.2.4 loss of business or revenue;
- 11.2.5 loss of (or depletion of) goodwill; or
- 11.2.6 any increased costs or expenses, in each case, however caused (even if foreseeable).
- 11.3 Nothing in the Contract excludes or limits takepayments' liability for:
- 11.3.1 death or personal injury caused by negligence
- 11.3.2 fraud (including deception, dishonesty and fraudulent misrepresentation);
- 11.3.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
- 11.3.4 any liability if and to the extent that it cannot be excluded or limited by applicable law.
- 12. Termination**
- 12.1 Where the Merchant is not a Relevant Business, the Merchant shall be entitled to terminate the Contract on or at any time after the expiry of 18 months from the date of the Agreement on giving not less than one month's notice to takepayments, subject always to clause 13.7.
- 12.2 takepayments shall be entitled to terminate the Contract at any time without cause by giving the Merchant not less than 30 days' notice.
- 12.3 takepayments shall be entitled to terminate the Contract immediately on giving notice to the Merchant if:
- 12.3.1 the Merchant is in material breach of the Contract and, if capable of remedy, does not cure such breach within 7 days of receiving notice of such breach;
- 12.3.2 the Merchant is or becomes bankrupt or insolvent or is in serious financial difficulty;
- 12.3.3 the Merchant ceases to trade or has an administrator, receiver or similar appointed over the whole or any part of its assets;
- 12.3.4 the Merchant fails to pay any money due under the Contract on the due date for payment;
- 12.3.5 the Merchant, or any person engaged in the Merchant's business, has been convicted of a criminal offence and/or a judgment in a civil action involving dishonesty;
- 12.3.6 the Merchant engages in any activity which, in the absolute discretion of takepayments, adversely affects (or is likely to adversely affect) the reputation of takepayments;
- 12.3.7 any judgment debt or enforcement proceedings are issued against the Merchant by any person; or
- 12.3.8 there is a change in ownership/control of the Merchant and/or the Merchant Site.
- 12.4 Without prejudice to clause 17.14 or any other provision of the Contract, if the Merchant wishes to effect any change to its legal entity or basis of trading (such as a change from a sole trader to a partnership or a limited company) then it may contact takepayments to request termination of the Contract prior to end of the Minimum Period or the relevant Extended Period (as the case may be) in order for the relevant new entity to enter into a new contract with takepayments which shall replace the Contract. If takepayments agrees to such termination then the Merchant shall be liable to pay the Change of Legal Entity Charge on demand.
- 13. Consequences of Termination**
- 13.1 Termination of the Contract (for any reason) shall be without prejudice to any other rights or remedies which takepayments and the Merchant may be entitled to under the Contract or at law and shall not affect any rights or liabilities of takepayments or the Merchant which have accrued as at the date of termination.
- 13.2 Without prejudice to clause 13.1, all applicable Rental Charges and all applicable Relevant Charges as at the date of termination of the Contract (for any reason) shall remain due and payable notwithstanding such termination.
- 13.3 On termination of the Contract (for any reason):
- 13.3.1 the Merchant shall no longer be entitled to possession or use of the Equipment; and
- 13.3.2 the Merchant shall immediately stop using the Equipment and shall return it to takepayments in accordance with clause 13.4.
- 13.4 The Merchant shall, at its own cost, return the Equipment to takepayments within ten (10) days of the date of termination of the Contract (regardless of the reason for such termination). The Merchant shall, if requested by takepayments, promptly provide takepayments with proof (to takepayments' reasonable satisfaction) that the Equipment was so returned.
- 13.5 If the Merchant does not return the Equipment in accordance with clause 13.4 then takepayments shall be entitled to access the Merchant Site (or any other premises at which the Equipment is or may be located) without notice to collect the Equipment and the Merchant shall pay the Collection Charge on demand.
- 13.6 If the Equipment returned by the Merchant (pursuant to clause 13.4) or collected by takepayments (pursuant to clause 13.5) is not in complete working order and in good condition (allowing for fair wear and tear) then the Merchant shall pay the applicable Repair Charge.
- 13.7 If the Contract is terminated for any reason (other than termination by takepayments pursuant to clause 12.2) before the end of the Minimum Period or the relevant Extended Period (as the case may be) then:
- 13.7.1 the Merchant shall (without prejudice to clauses 13.1 and 13.2) remain liable to pay an amount equal to all Rental Charges payable for the remainder of the Minimum Period or such Extended Period (as applicable); and
- 13.7.2 the Card Acceptance Agreement shall be deemed to have been terminated with effect from the date of the termination of the Contract and the Merchant shall (without prejudice to clauses 13.1 and 13.2) be liable to pay an amount equal to the aggregate amount of the Non-Use Charges per month for the remainder of the Minimum Period or such Extended Period (as applicable); and
- 13.7.3 the Merchant shall pay the Early Termination Administration Charge relating to takepayments' processing of such termination.
- 13.8 For the purposes of clause 13.7.1, if the Contract terminates for any reason prior to the date of commencement of the Secondary Rentals then (for the avoidance of doubt) the Minimum Period shall still be determined by reference to the earliest date on which the Secondary Rentals would otherwise commence (as determined in accordance with clause 3.2). In the event that the Merchant has not provided the information required pursuant to clause 3.1 at the date of such termination then the Minimum Period shall be deemed to commence on the expiry of twelve (12) months after the date of the Agreement.
- 13.9 Where applicable, the Early Termination Amounts may be invoiced by takepayments at any time after termination of the Contract and shall be payable within 7 days of the date of takepayments' invoice.
- 13.10 The provisions of the Contract which expressly or by implication have effect after termination of the Contract shall continue to be enforceable notwithstanding such termination (for any reason).
- 14. Data Protection**
- 14.1 This clause 14 applies to any Personal Data which takepayments obtains about the Merchant and/or any of its staff in their capacity as a data subject (as such term is defined by the Data Laws). For the avoidance of doubt, this clause 14 applies to any Personal Data which is obtained by takepayments pursuant to clause 4.1 or from any third parties from time to time.
- 14.2 The Merchant acknowledges and agrees that (where applicable) Personal Data of the Merchant (and Personal Data of the Merchant's staff which is provided by the Merchant to takepayments) may be processed by takepayments (and its agents) for various purposes relating to the administration and performance of the Contract and as otherwise set out in the Privacy Policy.
- 14.3 Where the Merchant provides Personal Data about the Merchant's staff in connection with the administration or performance of the Contract, the Merchant warrants and represents that it has the consent of all such staff:
- 14.3.1 to pass their Personal Data to takepayments;
- 14.3.2 for takepayments to use and disclose their Personal Data for any of the purposes set out in the Privacy Policy; and
- 14.3.3 (where applicable) for takepayments to make any financial and other checks as referred to in clause 4.3.
- 14.4 The Merchant and any applicable members of its staff have various rights relating to the Personal Data which is processed by takepayments. Details of such rights and how to exercise them are set out in the Privacy Policy.
- 15. Intellectual Property Rights**
- 15.1 All Intellectual Property Rights provided or made available to the Merchant in connection with the Contract shall remain with takepayments (or, where applicable the third-party owner of such Intellectual Property Rights) and shall not be transferred to the Merchant in any way. The Merchant shall only use takepayments' trade marks and/or trade names with the prior written consent of takepayments and provided that they are only used in accordance with takepayments' guidelines prevailing at the relevant time and any applicable terms of the Contract.
- 15.2 Without prejudice to clause 15.1, the Merchant acknowledges and agrees that:
- 15.2.1 the Contract does not convey or transfer any ownership or proprietary interest in any Intellectual Property Rights in the Equipment or the Solution to the Merchant;
- 15.2.2 the Merchant's licence to use the Software is non-exclusive and revocable and is strictly limited to a licence to use the Software in the format in which it is provided;
- 15.2.3 the Software cannot be used by the Merchant on behalf of any third parties and the Merchant shall not grant (or purport to grant) to any third parties any licence to use the Software;
- 15.2.4 it shall notify takepayments on becoming aware of any claim by any third party that any part of the Equipment or the Solution infringes any Intellectual Property Rights of any third party.
- 15.3 The Merchant shall not:
- 15.3.1 translate, adapt, vary, modify, disassemble, decompile or reverse-engineer all or any part of the Equipment or the Solution or create derivative works of the same for any purpose;
- 15.3.2 tamper, obscure or deface any markings or logos which appear on any part of the Equipment or the Solution; or
- 15.3.3 cause or permit anything to happen which may damage or endanger the Intellectual Property Rights of a Relevant Provider.
- 16. Notices**
- 16.1 All notices and consents to be given by takepayments under the Contract shall be given in writing and may be delivered personally or sent by post, SMS, facsimile or email using the contact details set out on the Agreement and/or the Contract Form or otherwise notified to or obtained by takepayments during the term of the Contract, or (where the functionality of the Equipment, or any other equipment provided to the Merchant by takepayments under any other contract, permits) sent to the Merchant by way of terminal message notification.
- 16.2 All notices and consents to be given by the Merchant under the Contract shall be given in writing and sent by post to takepayments at 4th Floor, Highbank House, Exchange Street, Stockport SK3 0ET, marked for the attention of Customer Services (or to such other address and/or marked for such other person as may be notified by takepayments from time to time).
- 16.3 Correctly addressed notices and consents in accordance with the foregoing provisions of this clause 16 shall be deemed to have been delivered as follows:
- 16.3.1 if sent by post, two days after posting; and
- 16.3.2 if delivered personally or sent by facsimile, SMS, email or terminal message notification, at the time of delivery or sending.
- 16.4 For the avoidance of doubt but without prejudice to the generality of clause 16.1, takepayments shall be entitled to send to the Merchant by SMS or email, using the contact details set out on the Agreement and/or the Contract Form or otherwise notified to or obtained by takepayments during the term of the Contract, or (where the functionality of the Equipment, or any other equipment provided to the Merchant by takepayments under any other contract, permits) to send to the Merchant by way of terminal message notification:
- 16.4.1 copies of any invoices and statements relating to the Contract;
- 16.4.2 reminders or notices relating to any overdue amounts payable under the Contract;
- 16.4.3 requests or reminders relating to any information to be provided by the Merchant under the Contract;
- 16.4.4 notice of any changes to the Contract pursuant to clause 17.13; and
- 16.4.5 notices regarding any faults with the Equipment or any instructions relating to the maintenance or operation of the Equipment.
- 17. General matters**
- Value Added Tax
- 17.1 The Rental Charges and the Relevant Charges are exclusive of any applicable value added tax and any other applicable taxes and duties or similar charges, which shall be payable by the Merchant in addition at the prevailing rate from time to time in force.
- Consumer Credit Act 1974
- 17.2 Subject to clause 17.3 but notwithstanding any other provisions of the Contract or any notice or document issued in connection with the Contract, where the Merchant is a Relevant Business:
- 17.2.1 the Contract shall not be regulated by the Consumer Credit Act 1974;

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17.2.2 the Merchant shall not have any rights under that Act; and

17.2.3 (without prejudice to the generality of the foregoing) any rights or statements of protection which are expressed to apply to the Merchant in any notices or documents purported to be issued in accordance with that Act in connection with the Contract shall not in fact apply to the Merchant.

17.3 Nothing in clause 17.2 shall affect, negate or nullify any demands, statements of account or sums due, or notices of any steps which takepayments intends to take (including exercising its rights under, or otherwise enforcing any provisions of, the Contract) which are included in any notice or document issued by takepayments in connection with the Contract.

Force Majeure

17.4 Save in respect of payment of the Rental Charges and Relevant Charges, each party shall be relieved of its obligations to perform any obligation in the Contract to the extent and for the duration that it is prevented from doing so due to causes beyond the affected party's reasonable control including fire, flood, failure of utility or telecommunications supplies, failure of banking services, extreme weather conditions, disaster, emergency or where the law delays or prohibits the relevant obligation.

Relationship of the parties

17.5 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of the other, nor authorise either party to make or enter into any commitments for or on behalf of the other.

Subcontracting and assignment

17.6 takepayments shall be entitled to transfer and/or subcontract its rights and/or obligations under the Contract. The Contract is personal to the Merchant and the Merchant shall not be entitled to transfer or subcontract the whole or any part of the Contract to any other person.

17.7 takepayments may from time to time appoint a payment collections agent which shall be entitled to collect from the Merchant (including by way of debiting the Merchant Bank Account) any sums due to takepayments pursuant to the Contract.

Card Acceptance Agreements

17.8 takepayments is officially licensed by MasterCard and Visa International as an independent Sales Organisation and Member Service Provider and works in association with the Card Acceptance Provider which undertakes the processing of card transactions. The Merchant acknowledges and agrees that takepayments is remunerated by the Card Acceptance Provider in connection with introducing the Merchant to the Card Acceptance Provider. Notwithstanding the foregoing, the Card Acceptance Agreement is a separate contract entered into between the Merchant and the Card Acceptance Provider and takepayments has no rights or responsibilities under the Card Acceptance Agreement.

Confidentiality

17.9 The parties agree to keep confidential and not to disclose to any person (other than other companies in its group and/or professional advisers in each case on a need to know basis) any confidential information of the other party (unless such was in the public domain other than by breach of this provision or the law requires the disclosing party to disclose such information). This clause 17.9 shall survive the expiry and/or termination of the Contract. The Merchant shall ensure that all of its staff comply with these confidentiality obligations.

Third party rights

17.10 Save as provided in clause 17.11, nothing in the Contract is intended to confer a benefit on any third party and a person who is not a party to the Contract is not entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17.11 Each Relevant Provider shall be entitled to directly enforce against the Merchant any breaches (or alleged breaches) of clauses 6.2.11, 15.2.3 and 15.3.

17.12 Notwithstanding clause 17.11, the Contract may be terminated or varied without reference to any Relevant Provider or any other person and sections 2(1) (a) to (c) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

Changes to the Contract

17.13 takepayments shall be entitled to change any terms of the Contract (including any charges in the Other Charges List) without reference to any other person by giving the Merchant at least 7 days' notice.

17.14 The Merchant may not change any of the terms of the Contract unless such change is agreed in writing with takepayments or takepayments otherwise notifies the Merchant of its agreement to such change.

17.15 Without prejudice to clause 17.14, in the event that takepayments agrees to make any Requested Change then the Merchant shall be liable to pay the Administration Charge on demand (for each occasion that any Requested Change is so agreed).

Waiver

17.16 The failure of a party to exercise or enforce any right under the Contract, or the grant by that party of any forbearance, delay or indulgence, shall not be construed as a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

Severability

17.17 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part) shall, to the extent required, be deemed not to form part of the Contract and the validity and enforceability of the other provisions of the Contract shall not be affected. Where the removal of any such provision (or part) would result in the intentions of the parties not being met with regard to the remaining provisions of the Contract, an alternative provision which is lawful and enforceable shall (where appropriate and to the extent necessary to give effect to such intentions) be deemed to be included in the Contract in its place.

Entire Agreement

17.18 The Contract supersedes all prior agreements, arrangements and understandings between the parties in respect of its subject matter and constitutes the entire agreement between the parties in relation to the rental of the Equipment. Each party confirms that it is not relying on any understanding or on any statement, representation, warranty or covenant of the other party (whether negligently or innocently made) except as specifically set out in the Contract. Nothing in this clause 17.18 shall operate to limit or exclude any liability of either party for fraud.

Complaints and The Financial Ombudsman Service

17.19 takepayments operates a complaints procedure relating to the Contract and a copy of the current complaints procedure is available free of charge on request, by contacting takepayments' Customer Services department.

17.20 Where the Merchant is not a Relevant Business, the Merchant may be entitled to refer complaints to the Financial Ombudsman Service. Further details about the Financial Ombudsman Service can be found at: www.financial-ombudsman.org.uk or by contacting them directly on 0800 0 234 567 or 0300 123 9 123.

Law and jurisdiction

17.21 The Contract and any matter arising from or in connection with it is governed by and shall be interpreted in accordance with English law and (without prejudice to the operation of the complaints procedure and the Financial Ombudsman Service as referred to in clauses 17.19 and 17.20) each party irrevocably submits to the jurisdiction of the English courts in relation to all claims and matters arising out of or in connection with the Contract.

18. Other Charges List

18.1 takepayments' sundry charges under the Contract are as follows:

Failed Delivery Charge	£50
Non-Payment Charge	£50
Collection Charge	£100
Site Visit Charge	£50
Direct Debit Resubmission Charge	£10
Installation Charge	£75
Default Visit Charge	£80
Non-Use Charge	£30
Administration Charge	£25
Early Termination Administration Charge	£40
Change of Legal Entity Charge	£75

Statement Fees:

- copies of statements/invoices which were issued 0-3 months prior to the date of the Merchant's request
- **£5** per statement/invoice
- copies of statements/invoices which were issued 4-6 months prior to the date of the Merchant's request
- **£7.50** per statement/invoice
- copies of statements/invoices which were issued more than 6 months prior to the date of the Merchant's request - **£25.00** per statement/invoice.

18.2 The Repair Charges are as follows in respect of the specified damage to the Equipment:

takepayments lens (logo) missing / damaged	£65
All other damage	£125