



# » Group merchant terms and conditions

For merchant acquiring services  
effective from 13 January 2018



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## 1 Definitions

1.1 In this **agreement** the words and phrases in bold below have the meanings shown next to them unless we say otherwise.

**Account** means any valid payment account which is issued by an **account provider** under one of the **schemes**.

**Account holder** means the **person** who is entitled to use the **account** and who is a customer buying goods or services from you.

**Account provider** means the organisation with which an **account** is held.

**Account status check** means an authorisation to validate a **card** with no subsequent settlement, and includes Visa account verification and MasterCard status inquiry checks.

**Additional service** means any additional service we agree to provide to you to help you process **payments** or otherwise.

**Additional service conditions** means the conditions we tell you about which apply to an **additional service**.

**Affiliate** means any **person** that directly or indirectly:

- (a) **controls**;
- (b) is **controlled** by; or
- (c) is under direct or indirect common **control** with;

you or us (for example a subsidiary company) as appropriate.

**Affiliate network** has the meaning given in condition 19.2.

**Agreement** means these **merchant terms and conditions**, the **procedure guide**, the **application documents** (including the **merchant application form**) and any **additional service conditions** or **operating manuals** that apply to you, in each case as amended, updated or replaced.

**Application documents** means the ancillary application documents (including the **merchant application form**) for the **services** and any **additional services** you apply for. These will be in the form we provide to you, and are subject to **agreement** between you and us.

**Average weekly turnover** means:

- (a) During the first 12 months following the **start date**, the amount

calculated by dividing the total value of **payments** less **refunds** and **chargebacks** processed by us under this **agreement** as at the calculation date by the number of weeks elapsed between the **start date** and the calculation date; and

- (b) After the first 12 months following the **start date**, the amount calculated by dividing the total value of **payments** less **refunds** and **chargebacks** during the 12 calendar months immediately before the calculation date by 52.

**Banking day** means any day which is not a Saturday, Sunday or a bank holiday in England.

**Barclays group** means us and each of our **affiliates**.

**BIN** means bank identification number.

**Card** means any valid payment card or other valid payment device or token, which we approve and which is issued by a **card issuer** in conjunction with an **account** under one of the **card schemes**.

**Card category** means any of the following:

- (a) debit card;
- (b) credit card;
- (c) commercial card; or
- (d) prepaid card.

**Cardholder** means the **person** who is entitled to use the **card** and who is a customer purchasing goods or services from you.

**Card issuer** means a member of a **card scheme** who may issue **cards**.

**Card-not-present transaction** means a telephone order, mail order, online order or any other **card payment** where neither the **card** nor the **cardholder** is present at your **merchant outlet**.

**Card payment** means a payment for goods or services (including supplying cash) you have provided, which the **cardholder** has authorised you to charge to his or her **account**, including a **contactless transaction**, a **face-to-face transaction** and a **card-not-present transaction**.

**Card scheme** means Visa and MasterCard (including Maestro) and any other **card scheme** we approve for **payment** acquiring.

**Chargeback** has the meaning given in condition 4.1.

**Charges and fees** means all **charges and fees**, including the **merchant service charges**, any fees due for the **additional services** we provide to you, and any other charges or fees set out in your **merchant application form**, or that we tell you about in line with condition 17.

**Chip-and-PIN compliant** means that:

- (a) The **point-of-sale equipment** is fully approved, installed, tested and operational in line with our minimum installation, testing and operating requirements made available to you from time to time;
- (b) The **point-of-sale equipment** keeps to and is maintained, upgraded and used in line with the following, as made available to you from time to time:
  - i) Our minimum **point-of-sale equipment** requirements;
  - ii) Any **point-of-sale equipment** manufacturer's manuals, recommendations, instructions, guidance and training; and
  - iii) The recommendations and guidelines issued by the **card schemes** under the **chip-and-PIN programme**; and
- (c) Anyone you authorise to operate the **point-of-sale equipment** is appropriately experienced, qualified, competent and properly trained to use it.

**Contactless limit** means the maximum limit set by the **card schemes** for a single **contactless transaction** as set out in the **procedure guide** or which we tell you about.

**Contactless technology** means near field communication technology used to exchange payment instructions between a **card** and **processing equipment**.

**Contactless transaction** means any **card payment** which uses **contactless technology**.

**Control** means that a **person** has, directly or indirectly, the power to direct or decide on the management and policies of the other **person**, whether by owning voting shares, under a contract or otherwise.

**Data compromise** means any loss, theft, unauthorised access or revealing of any **transaction data** held by you, your employees, staff, agents, subcontractors or others acting on your behalf.

**Deferred-settlement merchant** means that we have told you that you will receive settlement on a deferred basis under condition 2.3 or 2.4.

**Deferred-settlement period** means the period of time from the date we receive the relevant **transaction data**, during which we may defer (put off) paying the amount referred to in condition 2.1.

**Electronic commerce transaction** means a **payment** where a **cardholder** or **account holder** provides the **transaction data** over the internet using a terminal, personal computer or any other mode of electronic communication.

**Excessive-chargeback merchant** has the meaning given in condition 4.6(a).

**Excessive-fraud merchant** has the meaning given in condition 4.6(a).

**Face-to-face transaction** means any **card payment** where the **card** and the **cardholder** are present at your **retail outlet**.

**Floor limit** means the total value of sales you are allowed to make to a **cardholder** at any one time above which you need to get our authorisation. Your **floor limit** will be zero unless a specific **floor limit** is set out in the **merchant application form** or we tell you about it in writing. We may change this at any time by giving you notice.

**IAFA** has the meaning set out in condition 8.1(c).

**Identification** means, in terms of a **payment**, the accurate identification and flagging of the category and type of **payment** to be included in the **transaction data**.

**Illegal transaction** means:

- (a) Selling or supplying (or offering to sell or supply) goods or services (including supplying cash) without fully keeping to all legal and regulatory requirements which apply to you, us, any **card issuer**, **account provider** or **scheme**;
- (b) Submitting **payments** which are not in line with the category of transactions described in the

**merchant application form**;

- (c) Submitting **payments** which are not in line with any term of this **agreement** which sets out the basis on which you must submit **payments** to us; or
- (d) which may damage the goodwill of, or reflect negatively on, us or any **scheme**.

**Insolvency event** means any of the following events:

- (a) You become unable to pay your debts or are considered to be unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986.
- (b) You are considered to be unable to pay your debts within the meaning of sections 222, 223 or 224 of the Insolvency Act 1986.
- (c) A winding-up petition is presented against you.
- (d) A compulsory winding-up order is made in relation to you.
- (e) You enter into liquidation whether compulsory or voluntary (unless for a solvent reconstruction or amalgamation).
- (f) A provisional liquidator is appointed in relation to you or any of your assets.
- (g) Notice of intention to appoint an administrator is filed at court in relation to you or an application for an administration order is issued at court in relation to you.
- (h) An administrator, administrative receiver, receiver or manager is appointed in relation to all or any part of your assets.
- (i) A bankruptcy petition is presented against you.
- (j) You are the subject of a bankruptcy order.
- (k) You propose to enter or do enter into any composition, compromise, assignment or arrangement with your creditors generally or any class of creditors.
- (l) If you are an organisation, any of your members suffers one of the events set out above in (i) to (k).
- (m) Any corporate action, legal proceedings or other procedure or step is taken in relation to appointing a liquidator, receiver, administrative

receiver, administrator, compulsory manager, trustee in bankruptcy or other similar officer in relation to you or any of your assets.

- (n) You suffer any event similar to those in (a) to (m) in any other state or country.

**Intellectual property rights** means any proprietary or licensed-in patents (including supplementary protection certificates), trademarks, service marks, domain names, names, images, logos, registered designs, utility models, design rights, moral rights, topography rights, rights in databases, copyrights, software (both source and object code), inventions, trade secrets and other confidential information, know-how, business or trade names, get up, and all other intellectual property and neighbouring rights and rights of a similar or corresponding character in any part of the world (whether or not registered or capable of registration) and all applications and rights to apply for or for the protection of any of the above.

**Losses** means any and all losses, claims, damages, costs, charges, expenses (including all legal and administration expenses), liabilities, demands, proceedings and actions and any fine or penalty imposed by a **scheme** or any regulatory body.

**Maestro card** means any valid **card** issued under the rules of the **Maestro card scheme**.

**MasterCard card** means any **card** issued under the rules of the **MasterCard card scheme**.

**Merchant agent** has the meaning given in condition 19.3.

**Merchant application form** means the document setting out, without limitation, our **charges and fees** and other information relevant to the **services** and any **additional services** you apply for. The **merchant application form** forms part of the **application documents**.

**Merchant directory** means a list created and published showing the goods and services supplied by our merchants and how to contact them.

**Merchant outlet** means any **retail outlet** and any telephone order, mail order, online or mobile enabled outlet or point of sale (whether or not hosted or operated within the United Kingdom).

**Merchant service charge** means the merchant service charge set out in the **merchant application form**.

**Merchant terms and conditions** means these terms and conditions, which relate to us providing **services** to you.

**Minimum billing** means the minimum level of **merchant service charge** we will charge you each month, which will apply for each of your **merchant outlets**, as set out in the **merchant application form**.

**Operating manuals** means any **operating manuals** (including but not limited to any instructions, guides and manuals relating to any **additional service conditions**) which apply and which we (or our authorised representatives) make available to you, as updated, amended or replaced from time to time.

**Payment** means a payment for goods or services you have provided, which the **account holder** has authorised you to charge to his or her **account**. The **account holder** may authorise you as described in these **merchant terms and conditions**, any **additional service conditions**, the **procedure guide** or any **operating manuals** that apply to you.

**PCI DSS** means the payment-card-industry data security standards which apply from time to time or any successor standards to those standards.

**PCI PA-DSS** means the payment-card-industry payment application data security standards which apply from time to time or any standards which replace those standards.

**PCI PTS** means the payment-card-industry **PIN** transaction security standards which apply or any standards which replace those standards.

**PCI SSC** means the payment-card-industry security standards council, whose main role is to develop, manage, educate, and promote awareness of the PCI data security standards within the card-issuing industry, including publication of the **PCI DSS**, **PCI PA-DSS** and **PCI PTS**. You can find details of these standards at the following: [pcisecuritystandards.org](http://pcisecuritystandards.org) or at any other location we may tell you about.

**PED** means a **PIN** entry device.

**Person** means and includes (unless it says or the context suggests otherwise) an individual or an unincorporated body (such as a partnership) or company.

**PIN** means the **cardholder's** personal identification number.

**Point-of-sale equipment** means the hardware, equipment, software and other electronic computer and telecommunications devices and equipment (including any **PED**) you use to process any **face-to-face transaction**.

**Procedure guide** means the **procedure guide** which we make available to you describing the processes and procedures you must follow when accepting **payments** (including, but not limited to, processes and procedures related to any **additional service conditions**), as updated, amended or replaced from time to time.

**Processing equipment** means any item of **PIN-processing equipment** including **PEDs** and hardware security modules.

**Purchase with cash back** means you providing cash to a **cardholder**, which you may only do if the goods and services are paid for using a **card payment**.

**Refund** means a refund you give to your customer of a **payment** for credit to the customer's **account**.

**Retail outlet** means a physical retail outlet in the UK or in any other country which we agree with you and which you own or operate.

**Scheme** means a payment scheme or method which we approve, including the **card schemes**.

**Scheme rules** means the collective set of bylaws, rules, regulations, operating regulations, procedures and waivers issued by (or formed in relation to) a **scheme**, including any amendment, addition or replacement over time.

**SecureCode** means the MasterCard-approved authentication product designed to allow **MasterCard card issuers** to authenticate individual **electronic commerce transactions** made with either a **Maestro card** or a **MasterCard card**.

**Security code** means any of the following contained in a **card**: the contents of the magnetic stripe; the **card** verification value in the magnetic stripe or in a chip; the card security code; and the **PIN** verification value contained in the magnetic stripe.

**Services** means us agreeing to transfer funds to you in respect of **payments** in line with this **agreement**.

**Start date** means the date we tell you that this **agreement** will take effect or the date you sign the **application documents**, whichever is later.

**Third-party payment application** means any third-party-developed and commercially available payment application that you use that stores, processes or transmits **transaction data** as part of authorisation or settlement.

**Transaction data** means payment details, refund details and any other **card** or account details, **cardholder** or **account holder** details, authorisation, authentication responses, and settlement details you have sent to us. These must be in a form the relevant **card scheme** requests or in line with any other legal or regulatory requirement and which we have approved.

**VAT** means value added tax and any other similar tax or duty.

**Your information** has the meaning given in condition 26.1.

1.2 If there is any contradiction in the terms and conditions of the following documents, they will have the following order of priority:

- (a) The **merchant application form**
- (b) Any **additional service conditions**
- (c) These **merchant terms and conditions**
- (d) The **procedure guide** and any **operating manuals** which apply.

1.3 In this **agreement**, (a) 'we', 'us', 'our' means Barclays Bank PLC of 1 Churchill Place, London, E14 5UP (including any successor business) or any other **person** we may transfer or assign our rights or obligations to under this **agreement**; (b) 'You', 'your' means the **person** shown as the merchant in the **application documents** and, unless the context requires otherwise, includes your employees, staff, agents, subcontractors or anyone else acting on your behalf as well as your personal representatives after your death. (This does not apply to companies.)

1.4 In this **agreement**, (a) we consider references to 'agent' as including any **merchant agent** we have approved; (b) when we refer to any enactment, it will include any amendment, addition or replacement and any legislation made under it.

1.5 In this **agreement**, (a) when we refer to any document we mean that document as in force for the time being and as amended, updated or replaced from time-to-time; (b) the words 'other', 'includes', 'including', 'for example' and 'in particular' do not limit any words that may come before them and you must not limit the scope of any words that follow in terms of their meaning if it is possible to give them a broader interpretation; (c) any obligation to do or not do something includes an obligation to arrange for that to be done or not done (whichever is relevant).

## 2 Our payment responsibilities

- 2.1 Without prejudice to the other terms of this **agreement**, including but not limited to our right to withhold money or set off under this **agreement**, we will pay you, in line with the terms of this **agreement**, an amount equal to the value of all **payments** (less any **refunds**) included in **transaction data** relating to **schemes** that you send to us in line with this **agreement**.
- 2.2 Without affecting condition 2.5 below, **payment** of the amount due under condition 2.1 above will usually reach your bank account 4 **banking days** after we receive the relevant **transaction data**. This will depend on how you send your **transaction data** to us for processing and whether or not you hold your bank account with us. Unless we agree otherwise, we will make **payments** under this **agreement** in sterling.
- 2.3 You acknowledge and agree that, as part of our merchant recruitment process and on the basis of information you have provided and searches and checks carried out on you, we may let you know at the time we accept your application that you will become a **deferred-settlement merchant**. If we do, we will also let you know the **deferred-settlement period** which applies.
- 2.4 You acknowledge and agree that we may at any time after the **start date** give you at least 2 months' notice that you will become a **deferred-settlement merchant** from the end of that notice, and tell you the **deferred-settlement period** which applies, based on:
- (a) Information you gave under condition 11;
  - (b) Your levels of fraudulent transactions or **chargebacks**;
  - (c) The results of our general ongoing risk assessments.
- 2.5 While you are a **deferred-settlement merchant**, payment of the amount due under condition 2.1 will usually reach your bank account after the end of the **deferred-settlement period**.
- 2.6 We will send or make available to you statements on a monthly basis. It is your responsibility to check your statements on a regular basis. If there is any irregularity in your statement, you will have 13 calendar months from the date of the relevant statement to tell us about the irregularity or you will lose the right to challenge it later.

You should let us know as soon as possible if you see something that you think isn't right.

## 3 Your responsibilities

- 3.1 **Accepting cards or payments from accounts**
- (a) You must accept all valid and current **cards** and payments from **accounts** which you are authorised to accept (as described in this **agreement** or which we tell you about) as payment for goods or services you provide at all of our **merchant outlets**. When a **card** is presented for payment by a **cardholder**:
    - (i) for **cards** issued inside the European Economic Area, you must accept all **cards** (other than commercial cards) within the same **card scheme** and of the same **card category** you accept; and
    - (ii) for **cards** issued outside the European Economic Area, you must accept all cards within the same **card scheme** you accept, no matter what **card category** they are.
  - (b) If we tell you, you must not set any minimum limit or maximum limit on **payment** values. Details of **payments** on which you cannot set any minimum or maximum limit are in the **procedure guide** or **operating manuals**. These include all **card payments**. Without affecting condition (c) below, you must, in your dealings with your customers, treat purchases by **card** or from **accounts** in exactly the same way as cash purchases, including charging the same price.
  - (c) You may decide to surcharge non-consumer **cards** for making a **payment** from an **account** if you are accepting **payments** in the United Kingdom or any other country where national laws allow you to do so. It is your responsibility to check these requirements yourself. If you do decide to surcharge customers for using a **card** or making a **payment** from an **account**, you must tell the customers the amount of the surcharge or how you calculate it before they authorise the **payment**. Any surcharge must bear a reasonable relationship to your cost

of accepting the **card** or **payment** from an **account**. You must also keep to all relevant legal and regulatory requirements on providing details about the surcharge.

- (d) If you accept **electronic commerce transactions**, your website will clearly and prominently display all information required in line with **scheme rules**, including:
  - (i) the merchant outlet location that we give you;
  - (ii) the address for cardholder correspondence;
  - (iii) the address from which your electronic commerce transactions are carried out;
  - (iv) a customer data-privacy policy;
  - (v) a description of your security capabilities (for example procedures and processes for keeping your equipment safe);
  - (vi) a description of how you transmit card details;
  - (vii) the scheme marks;
  - (viii) a complete description of the goods or services you are offering;
  - (ix) a return and refund policy;
  - (x) contact details for your customer service, including an email address and telephone number;
  - (xi) the currency in which transactions will be made;
  - (xii) any export restrictions that will apply to the goods or services you are offering; and
  - (xiii) your policies on delivery and split shipments of goods.

### 3.2 Authorisation

You must get authorisation for each **payment** in line with the **scheme rules** which apply to the **payment**. The following will apply to all **card payments**:

- (a) You must get authorisation through us beforehand from the relevant **card issuer** for all **face-to-face transactions** (other than valid **contactless transactions**) where the value is above your **floor limit**, and all **card-not-present transactions**. You must not split the

value of sales made to a **cardholder** at any one time over more than one **card** transaction to avoid getting our authorisation.

- (b) There will be times when you will have to get authorisation, even though the **face-to-face transaction** value is below your **floor limit**, or **contactless transaction** is below the **contactless limit**. This is due to the chip technology on the **card** as it has extra security checks built into it. In this case, you must also get authorisation through us beforehand.
- (c) In all cases where you need authorisation, you must do this at the time of purchase, before you send us the **transaction data**.
- (d) You must cancel any authorisation for a **card payment** if you or the **cardholder** decides not to go ahead straight away with the **card payment**.
- (e) When you ask us for authorisation, we contact the **card issuer** to approve the **card payment**.
- (f) If you do not ask for authorisation where needed under this condition, or if authorisation is refused, you must not complete the **card payment**. You must not resubmit a **card payment** for authorisation if the original authorisation is refused, and if you do so and rely on any subsequent authorisation, you agree that you do so at your own risk and will be liable and will indemnify (meaning, in plain English, making good each other's losses) us for any **chargeback** or other **losses** in relation to that **card payment**.
- (g) Authorisations just to validate a **card**, usually for an amount between £0.01 and £1.00, are not allowed. If you want to validate a **card** with no subsequent settlement, you must process this as an **account status check** in line with the process set out in the **procedure guide** or as we may otherwise tell you about.
- (h) Authorisation of a **card payment** is not a guarantee of **payment** and it does not prevent us from recovering a **chargeback** or other amount in relation to the **card payment** if this is allowed under the terms of this **agreement**.

- 3.3 **Sanctions**  
Unless you get our written agreement beforehand, you must not submit any **payment** which relates in any way to any country or person that is governed by any economic sanctions imposed by the authorities of the United Kingdom, the European Union, the United States of America or the United Nations.
- 3.4 **Transaction data**  
(a) Without affecting condition 18.6, you must send us **transaction data** in line with the requirements set out in the **procedure guide** and any **operating manual** which applies. It is your responsibility to make sure that all **transaction data** you send to us is complete and accurate. If we ask you to, you must send these details to another **person** we have approved instead of or as well as us. When you send us (or our approved third party) **transaction data**, this is your confirmation that you have provided goods or services to the **cardholder** or **account holder** and that you have not failed to meet any responsibilities you may have to the **cardholder** or **account holder**. If you have failed to meet any of your responsibilities to the **cardholder** or **account holder**, you will also have broken this **agreement**.  
(b) When you send us **transaction data**:  
(i) If the value of **refunds** is more than the value of **payments**, the difference will be due from you to us and we will collect the difference from you (you must keep to the procedures we tell you about relating to collecting the **payment**); and  
(ii) You must make sure it includes the correct **identification** for the relevant type of **payment**.
- 3.5 **Storing your records**  
You must keep the original receipt and copies of a **payment** in an accessible place for the time we tell you about in the **procedure guide** or elsewhere. You may have to produce evidence of a **cardholder's** or **account holder's** authority to debit the amount of any **payment**.
- 3.6 **Holding back cards**  
If we ask you to hold back any **card**, you must do so unless you believe that you will be at risk of harm. You must follow our written or verbal directions about holding back **cards**.
- 3.7 **No agency**  
Unless you are holding back a **card** as we have requested, you must not at any time suggest that you are acting on our behalf.
- 3.8 **Keeping to your agreement**  
You must at all times during the term of this **agreement** keep to (and make sure that your employees, staff, agents, subcontractors or others acting on your behalf keep to) all parts of your **agreement** with us. Following any changes, updates, replacements or additions to your **agreement** with us, it is your responsibility to review and keep to (and make sure that your employees, staff, agents, subcontractors or others acting on your behalf keep to) any changes, updates, replacements or additions to your **agreement** with us.
- 3.9 **Purchase with cash back**  
You may provide **purchase with cash back** only if you keep to any relevant conditions in the **procedure guide** and we have also given you separate written permission.
- 3.10 **Deposit and pre-payments**  
If you want to send us **transaction data** for deposits or pre-payments, you must first get our written approval.
- 3.11 **Payments to your business**  
(a) Without affecting condition 3.11 (b) you must only send us **transaction data** for **payments** by **cardholders** or **account holders** to you for goods or services (including **purchase with cash back**) you have provided.  
(b) You must not process **payments** made by any director, employee or other member of your business (or other individual closely connected with your business) except for legitimate purchases of goods or services (but not to supply cash) provided by you.  
(c) You may not send us any **transaction data** produced on an imprinter or any other equipment outside the United Kingdom unless we allow you to.  
(d) You must not allow anyone else to use equipment which would allow them to accept or initiate **payments** under this **agreement**.
- 3.12 **Contactless transactions**  
You agree and acknowledge that no **payment** for a single **contactless transaction** may exceed the **contactless limit**. If you accept one or more **contactless transactions** exceeding the **contactless limit**, you agree and acknowledge that you will be liable for (and will indemnify us against) all **losses** in relation to the **contactless transactions**.
- 3.13 **Refunds**  
Any **refund** must be made on the same **card** or **account** as was used for the original **payment**. You must not make a **refund** with cash if the original purchase was made using a **card** or **account**.
- 3.14 **Internet authentication**  
You are responsible for authenticating **electronic commerce transactions** in line with **scheme rules** if you are not using one of our **additional services** for ePDQ or SmartPay.
- 3.15 **Using our intellectual property rights**  
You must not use any of our **intellectual property rights** for any purpose without our written permission beforehand. If we agree to you using our **intellectual property rights**, the following will apply:  
(a) We grant you a non-exclusive, non-transferable (in any way or form, including using a sublicense), royalty-free, licence or sublicense (whichever applies) to use our **intellectual property rights** only in connection with and for purposes of carrying out your responsibilities under this **agreement** and in the way, form and medium that we will tell you about. If we tell you about any changes to the way, form or medium in which you are entitled to use our **intellectual property rights**, you must keep to our notice within **14 banking days**.  
(b) We may withdraw the licence or sublicense (whichever applies) granted under condition (a) above at any time if you use our **intellectual property rights** for a purpose, in a way, form or medium we have not approved.  
(c) Nothing in this **agreement** will be taken to be a transfer or assignment of any of our **intellectual property rights** to you by reason of your use of our **intellectual property rights** as allowed under the terms of this **agreement**. Ownership, title and interest in our **intellectual property rights** will stay ours or our licensors (as the case may be) and any new rights will belong to us or our licensors (as the case may be) and you must maintain without any changes all ownership notices.
- 3.17 **Security code**  
(a) The **security code** is compulsory if it is supported by the **card scheme** for the relevant **card**. Without a valid **security code** (if the **card scheme** requires this), we may not authorise the **payment**.  
(b) You must not extract (take), keep or reveal any **security code**, other than for the purpose of processing **transaction data**.
- 3.17 **Co-badged cards**  
If a **cardholder** presents a **card** for payment and the **card** includes two or more **card schemes** or **card categories** (or both), which you accept, you must:  
(a) honour the **cardholder's** choice of **card scheme**; or **card category**; and  
(b) accept the **card payment** in line with the **cardholder's** choice of **card scheme** or **card category**.
- 3.18 **Your affiliates**  
(a) If one of your **affiliates** wants us to process their **transaction data** in line with the terms of this **agreement**, that **affiliate** must complete and sign a letter by which they are bound by the terms of this agreement ('**letter of adherence**') in the format set out in the attached appendix, get the signature of the **person** shown as the merchant in the **application documents** and send the letter to us. If we accept the **affiliate** (which we will confirm in writing), they will be bound by the obligations of this **agreement** as though it were you (other than conditions 3.18 (c) and (d) below which only apply to the **person** shown as the **merchant** in the **application documents**).  
(b) We may end this agreement as set out in condition 18 by ending our relationship with the **person** shown as the merchant in the application documents or each of your affiliates (or the **person**

shown as the **merchant** in the **application documents** and each of your **affiliates** who has signed a **letter of adherence**. However, if we only end our relationship with one of your **affiliates** or if one of your **affiliates** ends their **letter of adherence** by giving us notice in line with condition 18.3, this will not affect our agreement with the **person** shown as the **merchant** in the **application documents** or its other **affiliates**.

- (c) You will make sure that:
  - (i) Each of your **affiliates** performs its obligations under this **agreement**; and
  - (ii) Any failure to perform those obligations or breaking of this **agreement** as a result of any act or failure to act by any of your **affiliates** is corrected.
- (d) You acknowledge that if one of your **affiliates** signed a **letter of adherence** and then breaks this **agreement**, this **agreement** will have been broken by you. You and each of your **affiliates** will be liable to us individually as well as jointly for any **losses** we suffer as a result of the actions or inactions of your **affiliate** in breaking this **agreement**.

## 4 Chargeback – our right to refuse payment and to charge payments back to you

- 4.1 In some circumstances the **card issuer** or **account provider** will have the right under the **scheme rules** to refuse to settle a **payment** or to request a reimbursement of a **payment** which has already been settled. If a **card issuer** or **account provider** returns a **payment** (by not settling it or by requesting a reimbursement), except as set out in condition 4.4, the following will apply:
- (a) If we have not yet paid you for that **payment**, we will not have to pay you for that **payment**.
  - (b) If we have already paid you for that **payment**, you will have to pay it back to us.

In either case, the relevant amount is referred to in this **agreement** as a **'chargeback'**. This is the case even if the **payment** has been authorised,

and where you send us information about a transaction which is not a **payment** but which we have processed as such. If you have to pay us back for a **chargeback**, the amount will be a debt from you to us which you will owe immediately, and you agree that we have the right to deduct the relevant **amount** from your bank account if you hold that **account** with us.

- 4.2 Some examples of the circumstances where condition 4.1 may apply are as follows (although this is not a full list):
- (a) If you do not give us evidence that the genuine **cardholder** or **account holder** has authorised the **payment** or if the evidence you provide to us does not keep to the requirements set out in the **procedure guide** or any **operating manual**.
  - (b) If a **payment** or the way in which it was carried out has broken this **agreement** or if the **transaction data** or the way in which it has been sent to us has broken this **agreement**.
  - (c) If we receive a claim in connection with the **payment**, or any goods or services you have provided. This claim could be from the **cardholder** or **account holder**, or the **card issuer** or **account provider**, and includes (without limitations) claims for faulty goods or services, not receiving goods or services, goods or services not as described and cancelled transactions.
  - (d) In **face-to-face transactions**, if you have to manually key enter a transaction into your **processing equipment** because the **card** cannot be read, and you do not get an imprint of the **card** on a verification (or sales) voucher, together with the signature of the **cardholder**.
  - (e) If the **cardholder** or **account holder** denies authorising a **card-not-present transaction**.
  - (f) If a **payment** was not genuine or for an **illegal transaction**.
  - (g) If a **payment** was for a **payment** by a **cardholder** or **account holder** to another **person** or for a **purchase with cash back** given to a **cardholder** or **account holder** by another **person** other than you.
  - (h) If you do not get authorisation in line with condition 3.2.
  - (i) If the transaction does not in some other way constitute a **payment**.

- (j) If the transaction involves using the **card** or **account** by a **person** other than the **cardholder** or **account holder**.
- (k) If any **operating manual** or **procedure guide** says we can charge the **payment** back to you.
- (l) If we treat you as an **excessive-chargeback merchant** or an **excessive-fraud merchant** by any **card scheme**.
- (m) If condition 4.6(c) applies.

4.3 We alone may decide to dispute the validity of any **chargeback** or issue a credit or other remedy to the **cardholder** or **account holder**. If we do, you will be liable and will indemnify us (meaning, in plain English, making good each other's **losses**) for any losses in relation to that **chargeback**.

4.4 Condition 4.1 does not apply and we are not entitled to charge a **card payment** back to you in the circumstances set out in:

- (a) Condition 4.2(a) for any single **contactless transaction** which is equal to or less than the **contactless limit**; or
- (b) Condition 4.2(a) or 4.2(j) in relation to a **face-to-face transaction** where you are **chip-and-PIN compliant** unless you are an **excessive-chargeback merchant** or **excessive-fraud merchant**.

4.5 If we do not pay you or you have to pay us back for any **payment**, in each case as allowed in this **agreement**, we will not have any responsibility to deal with the **cardholder** or **account holder** ourselves or to try to get **payment** from them, the **card issuer** or **account provider**. You must not send us **transaction data** for the **payment** again unless we agree that you can.

4.6 **Excessive-chargeback and excessive-fraud programmes**

- (a) If we reasonably believe that you have become, or are becoming, an **excessive-chargeback merchant** by exceeding, or approaching, specific **chargeback** thresholds for **card payments** as set out by the **card schemes** (referred to as an **'excessive-chargeback merchant'**) or an **excessive-fraud merchant** by exceeding, or approaching, specific fraudulent **transaction** thresholds for **card payments** as set out by the **card schemes** (referred to as an **'excessive-fraud merchant'**),

we may request you to give us detailed reasons for the number of individual **chargebacks** or incidents of fraud, whichever applies, in relation to **card payments** and the measures you are taking to reduce the number of individual **chargebacks** or incidents of fraud, whichever applies. You will have to give us those detailed reasons within five **banking days**.

- (b) If you are considered an **excessive-chargeback merchant** or an **excessive-fraud merchant**, we may give you instructions on how to reduce the level of **chargebacks** or fraud incidents, whichever applies, and you will need to keep to our instructions within the timescales we give.
- (c) For the purposes of this condition 4.5 if you decide to issue or have issued any credit to a **cardholder** to avoid being considered an **excessive-chargeback merchant**, we may treat the credit as a **chargeback**.

## 5 Our charges and fees

You must pay us the **charges and fees** (plus any **VAT** that may apply) set out in the **merchant application form** by Direct Debit each month. You confirm that you have read and understood the **merchant application form** and agree to the **charges and fees** relating to the **services** and any **additional services** you have subscribed to together with any **charges and fees** introduced in line with condition 17. These will include your **merchant service charges** which will be, at the very least, the **minimum billing** amount which applies for each **merchant outlet**, even if your, or your **merchant outlet's**, **merchant service charge** is less than the **minimum billing** amount in any month.

## 6 Promoting payment solutions

6.1 As required by the **scheme rules**, you must display, at each of your **merchant outlets**, the promotional material we give you showing which **cards** and **accounts** you accept payment from. You must keep to any reasonable instructions we give you in relation to where the promotional material must be displayed. In any event, you must display this material where it can be easily seen. You must not use any other material which mentions us, which features our brand or logo, or which uses

any other name associated with the **cards** or **accounts** unless you get our written permission beforehand.

- 6.2 If you do not accept all **cards** in line with condition 3.1(a), you must tell the **cardholder** this in a clear way at the same time as you tell them you accept other **cards**.  
For **face-to-face transactions** you must display this information prominently at the entrance of each **retail outlet**.  
For **card-not-present transactions**, you must display the information on your website and give it to them in good time before the **cardholder** makes a **card payment**.

## 7 Point-of-sale equipment

- 7.1 You must only send **transaction data** relating to **face-to-face transactions** through **point-of-sale equipment** which we have approved. If we authorise you to accept **card-not-present transactions** or **electronic commerce transactions** (or both), you must keep to the **additional service conditions** and any **operating manuals** we give you when sending us **transaction data** for these **payments**.
- 7.2 You are responsible for making sure that all **point-of-sale equipment** used in your **retail outlets**, and your use of it:
- (a) Is **chip-and-PIN compliant**; and
  - (b) (if you use **point-of-sale equipment** which we have not provided) it supports all **BIN** tables in line with our **BIN** rules as set out at [barclaycard.co.uk/business/existing-customers](http://barclaycard.co.uk/business/existing-customers) or at any other location we may tell you about.
- 7.3 We may need to provide maintenance and software updates to your **point-of-sale equipment** using the telephone link. You will at all times maintain a telephone link to the **point-of-sale equipment** to make sure all maintenance and software updates are successfully installed. You will be responsible for paying all charges you may have from your network operator for the maintenance and software updates.

## 8 Payment security

- 8.1 PCI DSS
- (a) You will keep to the **PCI DSS** and those responsibilities set out in the **procedure guide**, and any **operating manuals** which apply that we make available to you relating to data

security, **data compromises** and the steps needed to demonstrate that you are keeping to the **PCI DSS**.

- (b) You agree that if you suffer a **data compromise**, or suspect you have suffered a **data compromise**, you must tell us as soon as is reasonably possible.
- (c) If you have told us about a **data compromise**, or suspected **data compromise**, in line with condition 8.1(b) above, or if we reasonably suspect (including where we are told by a **scheme** that they suspect) that you, your agent or subcontractor has suffered a **data compromise**, we may need you and you will, if we will tell you to, at your own cost, instruct an industry-approved forensic assessor ('**IAFA**') to carry out a forensic investigation of all relevant **merchant outlets**. You will do so within the timescale we give you. You also agree that the **IAFA** can reveal and give to us any report they produce and will keep to all recommendations suggested by the **IAFA** to improve your data security.
- (d) If you suffer a **data compromise**, we may tell you that you have become a level-1 merchant (as defined under the **PCI DSS**) and you will keep to any requirements of a level-1 merchant.

### 8.2 PCI PTS

- (a) If you use **point-of-sale equipment** which we have not provided, you must make sure that all **PEDs** you may have keep to the **PCI PTS**, and any extra requirements and specification we tell you about. You must, if we ask you to, give us proof that you are keeping to this condition 8.2.
- (b) You must carry out appropriate **PED** asset management regularly, which includes taking the following steps at least once every three months:
  - (i) Record all stock and serial numbers of each of your **PEDs**;
  - (ii) Record the location of your **PEDs**;
  - (iii) Make sure that you carry out basic electronic and physical identification and authentication of each of your **PEDs**;

- (iv) Test, check and confirm that you are keeping to any relevant standards, guidelines and requirements issued from time to time by the **PCI SSC**.

### 8.3 PCI PA-DSS

All third-party payment applications you use in your business must keep to **PCI PA-DSS**. It is your responsibility to check that **third-party payment applications** which may apply are listed on the **PCI SSC** website as keeping to **PCI PA-DSS**.

### 8.4 PIN confirmation

- (a) You must keep to the following requirements at all times.
  - (i) All **face-to-face transactions** processed in line with the chip-and-PIN programme must be protected in line with (and so you must keep to) Book 2 (Security and Key Management) of the EMV IC card specifications for payment systems and ISO 9564.
  - (ii) None of the **processing equipment** which you use must have been substituted or modified in an unauthorised way or tampered with by any **person** before loading the cryptographic keys onto that equipment.
  - (iii) You must make sure that you have in place at all times, and put into practice, procedures to protect the integrity of all of the **processing equipment** that you use or hold, covering every initialisation, deployment and use of those items of **processing equipment**.
- (b) You must, if we request, give us proof (including supporting documents where relevant) that you are keeping to this condition. In particular you must be able to supply evidence of:
  - (i) The history of each item of **processing equipment** that you use or hold, which must give details of all purchases of that equipment together with any maintenance, return, disposal or decommissioning that takes place.

- (ii) An EMV 1 and 2 certification for each item of **processing equipment** that you use or hold;
- (iii) A register setting out all items of **processing equipment** that you use or hold saying how you got them, where they are and which are in active use;
- (iv) The measures that you have in place to track movements of any items of **processing equipment**;
- (v) The measures that you have in place or have considered to protect against the possibility of fraud in relation to the use of any items of **processing equipment**;
- (vi) The security measures that you have in place to prevent an item of **processing equipment** being replaced by a rogue device.

### 8.5 Storing transaction data

You must keep all **transaction data** (whether in paper or electronic form) safe and in a secure way that prevents unauthorised access, loss, theft or disclosure to any unauthorised **person** and in line with condition 8.1. To maintain **card** and **account** security we may, from time to time, tell you not to keep certain details relating to a **card** or **account**.  
If we reasonably believe that you are failing to keep **transaction data** safe and in a secure way, we will give you instructions to improve your security. If you fail to follow these instructions, you will have broken this **agreement** and we may end it in line with condition 18.1.

### 8.6 SecureCode

If you accept **electronic commerce transactions** made with a **Maestro card**, you must make sure that any internet site which you use to accept **transaction data** for the **electronic commerce transactions** made with a **Maestro card**:

- (a) Has **SecureCode** fully installed, approved, tested and operational; and
- (b) Keeps to and is maintained, upgraded and used in line with our minimum requirements which we will tell you about from time to time.

## 9 Your responsibility for our losses

- 9.1 If a claim is made or a defence is raised against us because of something you (or any of your employees, staff, agents, subcontractors or third parties acting on your behalf) do or fail to do, or if you break this **agreement**, you must indemnify us. This means that you must pay the full amount of our **losses** relating to or in connection with any such claim, defence or breaking of this **agreement**. This includes full investigation, administration and legal costs.
- 9.2 The circumstances where condition 9.1 may apply include but are not limited to:
- (a) If you fail to supply goods or services or you supply faulty goods or services;
  - (b) If you fail to keep to the **procedure guide, operating manuals** or any **additional service conditions**; or
  - (c) Any fraud on your part or the part of one of your employees, staff, agents, subcontractors or third parties acting on your behalf.
- 9.3 If we or any **affiliate** are passed any fees (including registration fees if they apply), fines, costs, claims or liabilities by any regulatory body (including a **scheme**) arising out of our relationship with you or as a result of you breaking this **agreement**, we will request that you, and you will have to, pay them and refund us the amount due when we request.
- 9.4 We, or another part of our business, may have taken from you or may tell you to give security (in a form we decide) to cover all money and liabilities you owe us now or may owe us in the future and any **losses** we may suffer. That security will cover all your actual or potential liabilities you have to us including all of your actual or potential liabilities in connection with this **agreement**.
- This applies even if we have made another agreement with you in the past which contradicts this. If we tell you to give security, you must do so and sign all documents needed to grant that security, in the timescale set out in our request.

## 10 Cardholder disputes and preventing fraud

- 10.1 You must give us all reasonable help we may ask for to detect, prevent and investigate fraud and to help us handle any claim against us related to a **payment**. If there is a change in the nature or volume of **payments** you send us, we may think that fraud is taking place. You must tell us if there is a change in the nature or size of your business so that we do not think that fraud is taking place.
- 10.2 When you receive any new processing equipment you will immediately change the default supervisor's code used to access that equipment. It is your responsibility to keep any supervisor's code safe. You will be responsible for any **losses** you, we, or anyone else may suffer as a result of any failure to do so, or for misuse of any supervisor's code.
- ## 11 Information you give us and auditing
- 11.1 We may tell you to, and you will have to give us financial and other information about you and your business so we can assess our risk and assess whether an **insolvency event** is likely to happen and comply with our legal and regulatory obligations. This information may include your financial accounts (including any relevant management or audited accounts), customer due diligence information and any other information we believe may help us to assess any risks to us or to comply with our legal and regulatory obligations. If you do not give us this information in the time we set out, we may withhold **payment** to you under condition 12.2 of this **agreement** until we are satisfied that you will be able to continue to meet your responsibilities under this **agreement**.

- 11.2 You must also write and tell us immediately if:
- (a) You stop, or are planning to stop trading;
  - (b) You plan to sell your business;
  - (c) You change the nature of your business;
  - (d) You change your name;
  - (e) Any **insolvency event** happens or is likely to happen;

- (f) The legal status of your business changes – for example from sole trader to partnership or from partnership to limited company;
- (g) You suspect or become aware that an incident of fraud on your part or the part of one of your employees, staff, agents, subcontractors or third parties acting on your behalf has taken or is taking place; or
- (h) You do not pay off any debts by the due date or your debts become immediately due and payable or capable of being declared due and payable (or any commitment in terms of the debts is withdrawn or cancelled) before they are due for payment, because of any default on your part.

11.3 We and our agents may carry out an inspection or audit of your business from time to time. We will normally give you notice of when we plan to do so (although we may not be able to in an emergency) and will try to minimise any inconvenience caused to you. Some of the reasons we may need to carry out such an inspection or audit include, but are not limited to, allowing us to keep to any laws or regulations which apply to us, or checking that you are keeping to:

- (a) This **agreement** (including checking the security measures you take to keep to your and our responsibilities);
- (b) Any **scheme rules**; or
- (c) Any laws, regulations or standards which apply, including keeping to any of the **PCI SSC** standards. You agree to give us and our agents access to your business premises (including your offices and **merchant outlets**) so we can inspect your facilities, equipment, records, data and systems (including any computer system and software) relevant to this **agreement**, for the purposes of carrying out an inspection or audit. You agree to give us any reasonable help we may ask for. We will try to keep to any reasonable security and confidentiality requirements that you tell us about beforehand. Any inspection or audit under this condition 11.3 will not mean that we have approved or upheld your security measures, and you will not state or imply, either in

writing or otherwise, that we have approved or upheld any of your security measures. If we have agreed that you can use an agent or subcontractor in line with condition 19.1, you must make sure that we have the same rights to inspect and audit your permitted agent or subcontractor and must make sure that we and our agents have access to them.

## 12 Set-off, delayed payment and reserves

- 12.1 No matter whether you give us any instruction to the contrary, we may reduce any amount to be paid to you (under this **agreement** or any other relationship between us, including for example, any amounts held at a branch or in any other account we operate for you) by any amount that you owe us or owe one of our **affiliates**. This includes, for example, where we have paid any amounts to you by mistake or under a different **agreement** or arrangement you may have with us or any of our **affiliates**. We may use this in other situations not listed here. If we cannot tell you beforehand, we will let you know as soon as possible afterwards.
- 12.2 In any of the following circumstances (and as well as our rights under condition 4.1), we may:
- (i) Keep any amounts to be paid to you (including amounts held at a branch); or
  - (ii) Tell you to, and you will have to, pay an amount to us to hold as a reserve against any liability you may suffer if:
    - (a) We reasonably believe that you will become liable to us (either under this **agreement** or in any other way), having taken into account any information you have given us under condition 11;
    - (b) Any of the circumstances set out in condition 18.1(a) to (j) apply, whether or not we end this **agreement**;
    - (c) The value of **refunds** is more than the value of **payments**;
    - (d) You have not yet supplied the goods or services referred to in the **transaction data** and an **insolvency event** happens or we reasonably believe it is likely to happen;

- (e) You do not provide the information we request under condition 11.1 and, as a result, we are not able to carry out an appropriate risk assessment;
- (f) We become aware of, or reasonably suspect fraud on your part or the part of one of your employees, staff, agents, subcontractors or third parties acting on your behalf; or
- (g) You fail to maintain your direct debit instruction as set out under condition 14.
- 12.3 Until either (a) or (b) below happens, we will continue to have a right to:
- (i) Keep any amounts to be paid to you; or
- (ii) keep any amounts you transfer to us to hold as a reserve (in each case under condition 12.2).
- (a) You become liable to us, after which we will pay you the relevant balance (if any) after deducting (as we are allowed under condition 12.1) the amount you owe us.
- (b) We are satisfied that you will not or cannot owe us any liability or, if you do, you will pay us promptly, after which we will pay the relevant amount to you. You agree that this may happen after this **agreement** ends.
- 12.4 You agree that you have no legal or beneficial interest in any money we would otherwise have to pay to you if this condition 12 did not apply, or received from you and held as a reserve.
- 12.5 Without telling you beforehand and irrespective of any instruction from you to the contrary, we may keep any amounts we owe to you in respect of any **payment** submitted by you if we become aware of, or reasonably suspect that the **payment** is an **illegal transaction**.
- 13 Limitations on our liability**
- 13.1 We will not be liable to you if we or our agents or service providers cannot carry out our responsibilities under this **agreement** or any part of this **agreement** as a result of anything that we cannot reasonably control. This includes, but is not limited to:
- (a) Any machine, data-processing system or transmission link failing to work for reasons beyond our (or our authorised representative's) reasonable control;
- (b) Any industrial disputes taking place; or
- (c) Any natural disaster, other parties' strikes or lockouts, war, invasion of armed forces, insurrection or any other event beyond our control.
- 13.2 Without affecting the other terms of this condition 13, the maximum total liability the **Barclays group** will pay under or in connection with this **agreement** (whether in contract, tort, including negligence, or otherwise) for any event or series of connected events (and whether we or any member of the **Barclays group** or any of our employees, staff, agents, subcontractors or third parties acting on our behalf commit an act, fail to act or fail to meet a legal duty), will not be more than your **average weekly turnover**.
- 13.3 The maximum total liability the **Barclays group** will pay set out in condition 13.2 will not apply to our responsibility to pay you in line with condition 2.1 (without affecting our right to withhold money or set-off in line with this **agreement**), or to apply the correct **charges and fees** to your account.
- 13.4 Neither we nor our **affiliates** will be liable to you in any circumstances for any **losses** arising under or in connection with this **agreement** which are:
- (a) a loss of:
- (i) Business;
- (ii) Reputation;
- (iii) Opportunity;
- (iv) Profit;
- (v) Interest;
- (vi) Goodwill;
- (vii) Revenue;
- (viii) Expected savings;
- (in each case, whether the loss is direct, indirect or consequential); or
- (b) any type of special, punitive (designed to punish), consequential or indirect loss whatsoever.
- 13.5 If you want to make a claim against us or our **affiliates** in relation to this **agreement**, you must give us notice in writing and provide full details of your claim and alleged losses as soon as you become aware of your claim. In any event, you must do this within 9 months after you become aware of or should have become aware of your claim.

If we ask you for any further information on your claim, you must give us this within 30 days of our request.

- 13.6 If you fail to give us notice in writing of any claim in line with the timescales in condition 13.5 above, we and our **affiliates** will have no liability to you for that claim and you agree that the claim will be waived and barred.
- 13.7 Nothing in this **agreement**, including the limitations and exclusions in conditions 13.1 to 13.6, will limit or exclude our or your liability for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited by law.
- 13.8 If two or more people (or organisations) are shown as the merchant in the **application documents**, each of you will be liable to us individually as well as jointly. This also applies to your and your **merchant outlets'** liability under this **agreement**.

## 14 Direct debits

Unless we agree otherwise with you, you must authorise your bank to pay direct debits for any amounts you owe us under this **agreement** at the time we say. You must maintain the direct debit instructions throughout the term of this **agreement** and, if we ask you, for a further 18 months from the date this **agreement** ends.

## 15 Interest on late payments

You must pay any amounts you owe us under this **agreement** as soon as those amounts are due. If you do not pay us immediately when due, we may charge interest on any amounts you have not paid. We have the right to charge the interest each day at the rate of 2% a month. We will add this interest to the amounts you owe us at the end of each month.

## 16 Confidentiality

- 16.1 You must treat the **transaction data** as confidential, and unless otherwise set out in this **agreement**, you must not reveal or use it.
- 16.2 You must not use any information about our business unless you need to keep to your responsibilities under this **agreement**.
- 16.3 You must not put together or use any lists of **cardholders**, **account holders** or **card** or **account** numbers other than to send us **transaction data**. You must

not give or show any **transaction data**, or any information in the **merchant application form** or any other information in connection with our business, to anyone other than your professional advisers and to your agents or subcontractors we have approved (see condition 19).

This does not prevent you from giving out any information which is public knowledge or from keeping to a legal duty to supply information.

## 17 Changing this agreement

- 17.1 We may change the terms and conditions of this **agreement** at any time. This includes introducing new **charges and fees** or changing the rate or basis of all or any part of the **charges and fees**. Unless there are exceptional circumstances, we will give you notice of any changes in line with condition 21. We will give you at least two months' notice of any changes unless they are due to regulatory, interchange or **card scheme** or changes beyond our control.

- 17.2 You may end this **agreement** in line with condition 18.3 if you are unhappy with these changes.

## 18 Ending this agreement

- 18.1 Normally we will give you at least two months' notice in writing if we want to end this **agreement**. However, in certain circumstances we may end this **agreement** by giving you immediate written notice. These circumstances may include if:

- (a) We become aware of, or reasonably suspect, fraud by you;
- (b) An **insolvency event** happens, or we reasonably believe that it may happen;
- (c) You have failed to meet condition 3.11(a), condition 11.1 or condition 14;
- (d) You become aware of, or reasonably suspect you are submitting **illegal transactions**, including:
- (i) Selling or supplying (or offering to sell or supply) goods or services without fully keeping to all legal and regulatory requirements which apply to you;
- (ii) Selling or supplying goods or services that differ from the description of the goods or services you will provide as set out in the **application documents**;

- (e) Selling or supplying (or offering to sell or supply) goods or services which may damage our goodwill or reflect negatively on us;
- (f) You become an **excessive-chargeback merchant** or an **excessive-fraud merchant**, or you fail to keep to any instructions or requests from us under conditions 4.6(a) or (b);
- (g) You fail to keep to the requirements set out in condition 8;
- (h) Any **scheme** requests this **agreement** to be ended;
- (i) You fail to make **payment** due under, or fail to keep to any of the terms of, any other loan facility, security document, guarantee or any other arrangement you may have with us; or
- (j) you have not paid off any debts you owe by the due date or your debts become immediately due and payable or capable of being declared due and payable (or any commitment in terms of the debts is withdrawn or cancelled) before they are due for payment, because of any default on your part.

- 18.5 As well as the rights above, we may end this **agreement** by giving you written notice if you have not sent us any **transaction data** for 15 months (or more) in a row.
- 18.6 If this **agreement** ends, you must not send us any **transaction data** for payments that take place after this **agreement** has ended. You must send us all **transaction data** (for **payments** that take place before the **agreement** ends) within 3 **banking days** of the relevant payment. If you send us any **transaction data** for **payments** that take place after this **agreement** has ended, we will not deal with them and will not have to pay you for them.
- 18.7 You will continue to send us **transaction data** for **refunds** received after this **agreement** ends for **payments** which happen before this **agreement** ends and the value of all **refunds** will continue to be due from you to us under condition 3.4(b) despite the fact that this **agreement** has ended.
- 18.8 If this **agreement** ends, you will continue to be liable to us for all obligations which arose before or related to **payments** made before the date this **agreement** ends.

This includes **chargebacks** and **refunds**. We will have the right to recover all amounts you owe us in line with these **merchant terms and conditions** or any **additional service conditions**. If this **agreement** ends, this will not affect any of the conditions of this **agreement** which is (whether expressly or not) intended to come into force or continue in force on or after the end of this **agreement**. This includes conditions 2, 3.2(d), 3.2(h), 3.4(b), 3.5, 4, 5, 8, 9, 10, 11.3, 12, 13, 14, 15, 16, 17, 18.6 to 18.10, 19, 20, 24, 25, 27 and 28 of these **merchant terms and conditions**, which will continue after this **agreement** ends.

- 18.9 If this **agreement** ends, you must stop displaying any promotional material that we have given to you and if we ask you to, you must return this to us or destroy the promotional material. Your right to use our **intellectual property rights** will also end on the same day as this **agreement** ends. And, within 30 calendar days of this **agreement** ending, you must make sure that you return all copies of any software which you have or control. Or, we may tell you to destroy them and you must confirm to us that you have done this and not kept any copies.

- 18.10 When we refer to this **agreement** in this condition 18, we mean all or any part of it. If we end part of this **agreement**, the other parts of this **agreement** will stay in force and you must continue to keep to all of your responsibilities in relation to those parts still in force.

## 19 Transferring or sharing this agreement

- 19.1 You may not transfer, replace or assign any of your rights under this **agreement** to any other **person**. You may not allow anyone else to do any of the things which you are allowed or have to do under this **agreement** unless we have agreed beforehand in writing that that **person** can act as your agent or subcontractor.

We may withdraw the above agreement at any time. If we agree that you can have an agent or subcontractor, you will be responsible for making sure that they keep to the relevant terms of this **agreement**, including condition 16.

- 19.2 If you plan to use any **affiliate network** to promote your goods and services to potential new customers using a technological hub website or otherwise ('**affiliate network**'), you must not do so without getting our written permission first.
- 19.3 If you plan to use an agent that provides **cardholder** data-processing, storing or transmitting services (directly or indirectly) (or any combination of these) to you or any of your **merchant outlets** (a '**merchant agent**'), you must make sure that it is registered with each of the **card schemes** and listed on the **card schemes'** website.
- 19.4 You are liable for anything an agent, subcontractor, **affiliate network**, **merchant agent** or employee of yours (or anyone who could reasonably be taken to be an agent, subcontractor, **affiliate network**, **merchant agent** or employee of yours) does or fails to do. This applies whether or not we have knowledge of or have agreed to you using the agent, subcontractor, **affiliate network** or **merchant agent**. You are liable for anything your **merchant outlets** do or fail to do.
- 19.5 We will not enter into any contract with any **merchant agent** on your behalf. You must make sure that any **merchant agent** can offer and maintain all necessary communication links with us. If you plan to

appoint or replace any **merchant agent**, you must request our approval in writing before you appoint or replace any of them and agree that no **merchant agent** will be validly appointed or replaced if we haven't approved them.

- 19.6 We may assign or transfer any of our rights or responsibilities under this **agreement** or subcontract any of our responsibilities under this **agreement** to anyone we choose. You agree to sign any document we request you to so we can make the transfer or assignment.

## 20 If we do not use our rights

We will not lose any right we have under this **agreement** if we do not use that right or delay in using it. Using a right or part of one will not prevent us from using that right or any other right in the future. Our rights under this **agreement** apply as well as any rights we have under law.

## 21 Communicating with you

- 21.1 Any notice sent under or in connection with this **agreement** must be in writing. For the purposes of any notice we send to you, 'in writing' includes letters, emails or online methods of communication. For the purposes of any notice you send to us, it means letters only. We will communicate with you in English.
- 21.2 We may send any written notice to your registered office, your email address, your last place of business which we know about or to any other location (including online locations) we tell you about in writing. You must keep us up to date with your contact details at all times. You must send any written notice to Barclaycard Payment Acceptance, Barclaycard House, 1234 Pavilion Drive, Northampton NN4 7SG or any other address we give to you. If any notice is sent by first-class post it will be treated as being received at noon 2 days after it was posted (3 days in the case of second-class post). In the case of notices we send to you, this applies even if it is not delivered or if it is returned undelivered.
- 21.3 Other than where we are sending you a notice, we may also contact you by letter, phone (including automated dialling, digital television and text message) fax or computer (including email).
- 21.4 We will contact you by letter or email to let you know if there is an actual or suspected fraud or security threat to your account.

## 22 Excluding third-party rights

No other person will have any rights to enforce the conditions of this **agreement** under or by virtue of the Contracts (Rights of Third Parties) Act 1999, except for any of our **affiliates**.

## 23 Unenforceable terms

If any condition or part of this **agreement** is or becomes illegal or cannot be enforced, then it will be treated as being deleted from this **agreement** and it will not affect the enforceability of the other conditions or parts of this **agreement**.

## 24 The full agreement

24.1 This **agreement** sets out the full agreement and understanding between us and you and replaces any previous agreements and understandings between us and you relating to the same subject matter. We will not include previous communications between us and you as part of this **agreement**.

24.2 You can ask us at any time for a copy of this **agreement**.

## 25 Law

This **agreement** is governed by the laws of England and Wales. You and we agree that any dispute relating to this **agreement** will be dealt with by the courts of England and Wales, unless we decide to bring proceedings elsewhere, whether at the same time or not.

## 26 Using information about you and your business

26.1 Except in the circumstances set out in conditions 26.2 to 26.6 we will not normally give or show information about you and your business to anybody else. This information includes personal and financial information we:

- (a) Gather about you when you enter into this **agreement** or which you give to us at any other time;
- (b) Learn from the way you use and manage the services we provide under this **agreement**;
- (c) Get from others, such as credit-reference agencies (who may search the electoral register) or other fraud-prevention agencies (together '**your information**').

26.2 You agree that we may use credit-reference and fraud-prevention agencies to:

- (a) Make enquiries when you ask us to provide services to you, or to help us manage the services we provide to you under this **agreement**, for example if we consider that you may have difficulties making a payment to us; and
- (b) Share information: (i) about you and how you manage your accounts; (ii) when we, for example, have requested you to pay an amount you owe us and we do not receive a satisfactory reply from you within 28 days of a formal demand; (iii) if you give us false or inaccurate information or we suspect fraud.

Credit-reference agencies keep a record of our enquiries and may record, use and give out information we give them to lenders, insurers and other organisations. This also applies to fraud-prevention agencies if you give us false or inaccurate information or we suspect fraud. The information may be used to make assessments for credit and to help make decisions on you and members of your household, on credit, motor, household, life and other insurance facilities (including handling claims), for tracing debts and to prevent fraud and money laundering. Information held about you by the credit-reference agencies may already be linked to records relating to one or more of your partners (both business and personal) if a financial 'association' has been created. Any enquiry we make at a credit-reference agency may be assessed by also referring to any 'associated' records.

26.3 You agree that we may give **your information** to the following:

- (a) **Schemes** who may use **your information** to:
  - (i) Prevent fraud and protect the operations of the **schemes**; or
  - (ii) Put together and publish directories of merchants accepting **cards** and **accounts**. If **your information** is being used to prevent fraud and protect the operations of the **schemes**, **schemes** may share **your information** with other members of the **scheme** and **your information** may also

be given to **schemes** after this **agreement** has ended. If **your information** is being used to put together and publish directories of merchants accepting **cards** and **accounts**, the information used will be limited to your name, address, phone number, fax number, email address and a general description of your business.

- (b) Others whose products or services we make available to you which you may want to take up. If we make your information available before you take up another party's products or services (for example, to pre-register you for a new product before you take up the product and accept its terms), we will only transfer the minimum information we need to so you can take up that product or service. We will make sure they keep it confidential and only use it for this purpose, and we will make sure that they delete **your information** if you do not take up the product or service.
- (c) People who provide a service to us or are acting as our agents, on the understanding that they will keep **your information** confidential.
- (d) Anyone we transfer or plan to transfer our rights to under this **agreement**.
- (e) Any of our **affiliates**.

26.4 We may also reveal **your information** if we have a duty to do so or if the law allows us to do so.

26.5 We may use your contact details and the contact details for your **merchant outlets** in any **merchant directory**.

26.6 We may use **your information** to manage the services we provide. To help us develop and improve our services to you and other customers and protect our interests, we and other members of the **Barclays group** may also use **your information** for the following reasons:

- (a) For assessment, testing (including systems tests) and analysis, including credit or behaviour scoring, statistical, market and product analysis and market research. We may use this information to prepare statistical reports to be shared internally or

externally with others including non-Barclays companies. We compile these reports from information about you and our other customers. The information in these reports is never personal and you will never be identifiable from them.

- (b) To tell you by letter, phone (including automated dialling, digital television and sending text messages) fax or computer (including email) about products and services (including those of others) which may interest you. If you do not want to receive this information, please write to Barclaycard Payment Acceptance, Barclaycard House, 1234 Pavilion Drive, Northampton NN4 7SG.

26.7 If we transfer **your information** to a service provider or agent in another country, we will make sure that the service provider or agent agrees to apply the same levels of protection as we have to apply to information held in the UK and to use **your information** only for the purpose of providing the service to us.

26.8 If you are an individual, you can request from us a copy of **your information**. We may charge a fee for this service.

26.9 We may record calls for staff training and monitoring purposes.

26.10 Once you have submitted the **application documents** to us, we have a legal requirement to carry out money-laundering checks, credit searches and other fraud-prevention enquiries about you. Any record of these searches and enquiries may be used by lenders and others to make credit and insurance decisions about you and to prevent fraud.

## 27 Warranties

We and you both warrant and agree with each other the following:

- 27.1 During this **agreement**, we and you will keep to (and you will not do anything that will cause us not to keep to) all legal and regulatory requirements which apply (including the Consumer Credit Act 1974, the **Data Protection Act 1998** and the Financial Services and Markets Act 2000 together with all rules, regulations, statements, codes and other requirements made under or imposed by the Financial Conduct Authority or other regulatory body) and all **scheme rules** which apply.

27.2 We and you are correctly organised, validly existing and in good standing under the laws of England and Wales or, in your case and if it applies, of the country in which your main place of business is based, and are authorised to enter into and carry out our and your responsibilities under this **agreement**. In your case you are authorised to enter into this **agreement** on your own behalf and on behalf of each of your **merchant outlets** and you are correctly qualified and licensed to do business in all states and countries in which you operate.

27.3 There is no legal action or regulatory investigations pending or (to the best of your knowledge) threatened against us or you that might affect our or your ability to carry out our or your responsibilities under this **agreement**.

27.4 In your case:

- (a) Carrying out the terms of this **agreement** will not cause you to break any other enforceable agreements which you are a party to; and
- (b) All information provided in connection with this **agreement** is true, accurate, and complete.

## 28 Compliance and regulatory issues

28.1 Neither you nor we will have to take, or to avoid taking, any action which would result in failing to meet any of the requirements referred to in condition 27.1 above.

28.2 If any requirement involves both us and you, we or you will give the other promptly any relevant information for keeping to the requirement and all reasonable help in connection with any investigation by any regulatory authority or **scheme**.

28.3 You must give us any information or documents you have or under your control which we need to keep to any court order or any other mandatory or statutory request served on us under any laws or regulations (including **scheme rules**) which apply and relate to any part of this **agreement**.

## 29 Complaint procedures

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

Our postal address is set out in condition 21.2. We may monitor or record calls to maintain high levels of security and quality of service.

If you're a sole trader or a partnership of three or fewer partners and you've received a final response letter from us, you can ask for a review from the Financial Ombudsman Service.

You can use the details below to contact them and find out more information about how to use the Financial Ombudsman Service.

- The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- Phone: 0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile)
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or go to their website, [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Barclays Bank PLC  
1234 Pavilion Drive  
Northampton  
NN4 7SG  
<<Date>>

Appendix  
Letter of adherence

## Group merchant terms and conditions

Dear <<Sir/Madam>>

We are writing to you about the agreement set out above (the '**agreement**') dated <<DD/MM/YYYY>> between Barclays Bank PLC and <<Company name>> ('**company**').

We are an **affiliate** of the **company** (as defined in the **agreement**). Condition 3.18 of the **agreement** sets out the procedure for us to agree to the conditions of the **agreement** as if we were the **company**.

We agree to be bound by the terms of the **agreement** so far as they apply to us, but only in relation to those merchant acquiring services you provide to us, as if we had signed the **agreement** as the **company**.

We acknowledge that notices to be provided to us under the **agreement** (including any change to the **agreement** under condition 17) will be provided to the **company** in line with condition 21.

We agree to keep to the terms of the **agreement** and you and we are each bound by our obligations as set out in the **agreement**.

Kind regards

.....  
Signed for and on behalf of affiliate company.

.....  
Signed for and on behalf of <<Company name>>  
<<Company name>> agrees to be bound by the terms of the above letter.

.....  
Signed for and on behalf of Barclays Bank Plc.  
Barclays Bank PLC agrees to be bound by the terms of the above letter.



Correct at time of printing (December 2017)

**This information is available in large print,  
Braille and audio, by calling 0800 161 5350.\***

\*Calls to 0800 numbers are free from UK landlines. Mobile charges may vary. Charges will apply to calls from outside the UK. For BT business customers, calls to 0844 811 numbers will cost no more than 5.5p per minute, with a call costing at least 7p (current at January 2018). The price on non-BT phone lines may be different. Calls may be monitored or recorded in order to maintain high levels of security and quality of service.

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