

 **Merchant terms and conditions for merchant acquiring services**

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Summary of main terms and conditions

What these terms are for

If you want to accept card payments, you will need a payment services provider to process those card payments for you. The payment services provider will arrange authorisation from the customer's card issuer or bank, and then collect those funds and pay them to you.

You have chosen us to be your payment services provider. This document sets out the terms and conditions under which we will provide our service to you.

Below is a summary of the merchant terms and conditions. You should still read the full terms and conditions. If there is any difference between the full terms and conditions and this summary, the full terms and conditions will apply.

For further details on anything in this summary, please see the Procedure Guide we gave you or visit the website at www.barclaycard.co.uk/business

Getting set up

Procedure Guide and scheme rules

You must read the Procedure Guide carefully, as it forms part of our agreement with you and includes lots of important information you need to know about accepting payments through our merchant service.

Each card scheme (for example, Visa and Mastercard) has a set of rules on card payments. Those rules, referred to as 'scheme rules', are in place to make sure that everyone involved in accepting or processing card payments maintains the security, standards and performance of the card-payment network.

Many of the most important scheme rules are included in the full merchant terms and conditions and the Procedure Guide, but we may make you aware of other scheme rules from time to time. It is important that you follow the scheme rules. If you don't, we may:

- suspend our service;
- stop or delay settlement (paying you the value of authorised payments);
- end the agreement; or
- pass on to you any fines we have to pay to the card schemes as a result of you breaking the scheme rules.

Keeping payment equipment safe (condition 9.2 and 9.3)

You must have effective measures in place to reduce the risk of accepting fraudulent payments, including:

- changing the default security credentials when you receive new equipment;
- keeping your payment equipment safe, secure and in your possession;
- not allowing anyone other than you and authorised staff to use any payment equipment; and
- making sure that any security credentials are kept safe and only shared with authorised members of your staff.

Processing transactions

Authorising a transaction (condition 3.2)

Every transaction must be authorised by the cardholder's bank at the time. Authorisation confirms that the cardholder has enough funds for the transaction and that the card hasn't been reported as lost or stolen.

A transaction being authorised by the cardholder's bank does not guarantee you will receive the payment and it does not prevent us from recovering a chargeback (see section 4) if the cardholder disputes the transaction.

Authenticating a transaction (condition 3.12)

Authentication is the process of confirming the identity of a cardholder. You are responsible for authenticating card payments in line with any requirements we tell you about. This includes applying strong customer authentication (see below).

Strong customer authentication (condition (c))

Strong customer authentication is authentication based on at least two of the following three factors:

- something the cardholder knows (for example, a PIN number);
- something the cardholder has (for example, a card or a mobile phone);
- something specific to the cardholder (for example, a thumbprint).

Each of the two factors used must be separate from the other factor. Strong customer authentication is sometimes called two-factor authentication.

Some transactions, such as contactless payments, are free from the requirement to get strong customer authentication.

If you don't get strong customer authentication when it is required, you'll be liable for any chargebacks or losses relating to the payment. If you continually fail to get strong customer authentication when necessary, we may:

- **stop or delay settlement (paying you the value of authorised payments); or**
- **end the merchant agreement.**

Third-party processing (condition 3.10)

You must only accept payments for goods and services you have sold to your customers. You must not use our service for goods and services that have been provided by a third party. This is sometimes called 'third-party processing'. If you accept a transaction that involves third-party processing, we do not have to settle the value of this transaction and you will be liable for any chargeback.

Receiving payment from us (condition 2)

We normally send payment for transactions the next banking day after the date we receive the correct transaction data (payment details, refund details and any other card or account details), as long as you have sent us your record of transaction data (your 'settlement file') by the cut-off time, as explained in the Procedure Guide. We may delay settling any payment, or hold back payment, based on our risk assessment at any time (for example, if you've experienced a high level of chargebacks).

Paying our fees and charges

Direct debit (condition 6)

You must at all times have a Direct debit instruction in place authorising your bank to pay us any amounts you owe us. We may ask you to arrange separate Direct debits for paying us:

- refunds and chargebacks; and
- our charges and fees.

If you do not keep the necessary Direct debit instructions in place, we may:

- end the agreement;
- suspend our service until you have put a Direct debit in place; or
- withhold any payments you have accepted until you have put a Direct debit in place.

Set-off and withholding rights (condition 13)

If you owe us any money, we may reduce any settlement payments due to you. We may also delay, hold back or keep payments in reserve if you owe us money. We can also exercise these rights if we think that you are likely to owe us money in the future.

Chargebacks (condition 4)

A chargeback is when a card payment is reversed. A chargeback can happen for many reasons, including that the goods or services you sold were faulty or weren't delivered, the card was used fraudulently or correct procedures were not followed.

As the merchant, you're liable if the card issuer asks us for a chargeback which we cannot defend.

If we receive a request for a chargeback, we'll let you know. If you do not think the chargeback is justified, you'll have a short period of time (set by the card scheme) to dispute the chargeback – so it's important that you read any communications we send to you.

For more information, please go to www.barclaycard.co.uk/business/help-and-support/accepting-payments/security-help/chargebacks/about-chargebacks-retrievals

Data and data security

Keeping us informed (condition 12)

We must have up-to-date records for all of our customers. So, you must tell us about any changes to the ownership of your business (including where your business changes hands) or a change to the legal status of your business (for example, if your business changes from being a sole trader to a limited company).

From time to time, we need to review the information we hold about our customers and confirm it remains correct. You must respond to any requests for information.

It is also important that you tell us if you change the nature of the goods or services provided by your business.

Your information (condition 20 and the privacy notice)

We may share information about you and your staff with card schemes, credit-reference agencies and other relevant parties whose products and services may be available to you.

Storing records (condition 3.5)

You must securely store a record of all card transactions in case you need to use them as evidence to receive payment (for example, if a chargeback is raised or fraud is suspected).

Payment Card Industry Data Security Standard (condition 10)

All businesses taking card payments must at all times keep to the PCI Data Security Standards. These aim to make sure that cardholders' information is handled, stored and processed in a secure way, in order to reduce the risk of fraud.

When you start taking card payments through our merchant service, you may need to confirm that you will keep to the PCI Data Security Standards, and will need to confirm this again at least once a year. If you do not provide any evidence we ask for, you may have to pay extra costs or fees to us, as well as fines imposed by the card schemes. Please go to website at www.barclaycard.co.uk/business/help-and-support/accepting-payments/security-help/pci-dss for more information.

If you want to make a complaint

Details of how you can make a complaint are set out in condition 26.

Changing or ending the agreement (conditions 16 and 18)

You can end the agreement by giving at least one month's notice, either in writing or by phone. We can end or change the agreement by giving you at least two months' written notice. However, in certain circumstances (for example, if you become insolvent or act fraudulently) we can end the agreement immediately.

1 Definitions

1.1 In these terms and conditions, the words and phrases in bold below have the meanings shown next to them, unless we say otherwise in the condition concerned.

Account

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

Account holder

The person or organisation entitled to use the **account**.

Account provider

The organisation the **account** is held with.

Additional service

Any supplementary service we agree to provide to you to help you process **payments**.

Additional service conditions

The conditions which apply to any **additional service** we agree to provide to you.

Affiliate

Any organisation that directly or indirectly:

- controls;
- is controlled by; or
- is under the direct or indirect shared control of;

you or us, as appropriate.

For the purpose of this definition, 'control' means to have the power to direct or decide on the management and policies of the other organisation, whether under a contract, by owning shares or otherwise.

Agreement

The legal contract between you and us for our **service** and any **additional service** we agree to provide to you. The agreement is made up of the most up-to-date versions of these terms and conditions, the **Procedure Guide**, the **application documents** and any **additional service conditions** or **operating manuals** that apply to you.

Application documents

The documents (including the **merchant application form**) you provided when applying for our **service** and any **additional services** you apply for from time to time. These documents will be in the form we provide to you.

Authentication

Authentication confirms that a **payment** is being made by an authorised person (such as the **cardholder** or **account holder**), by using one of the ways the **card issuer** or **account provider** has chosen for confirming identity (for example, a one-time passcode or using **point-of-sale equipment** that is **chip-and-PIN compliant**).

Authorisation

Authorisation (which you must get from the **card issuer** or **account provider**, through us) confirms that the **cardholder** or **account holder** has enough funds to cover the **payment**, the **card** hasn't been reported as lost or stolen and nobody has reported any unauthorised use of the **account** to the **account provider**.

Banking day

Any day which is not a Saturday or Sunday, or a bank holiday in the location we are providing our **service** from.

Barclaycard privacy notice

The Barclaycard Accepting Payments Privacy Notice, which relates to information we hold about any person or organisation who:

- we provide the **service** to, or may provide the **service** to if we accept their **merchant application form**;
- is a supplier or potential supplier; or
- we hold information about in connection with the **service**.

You can read the full notice at <https://www.barclaycard.co.uk/content/dam/barclaycard/documents/business/top-nav/BPS-full-privacy-notice.pdf>

BB plc

Barclays Bank PLC (trading as Barclaycard Payments), who are registered in England (company number 01026167) and have their registered office at 1 Churchill Place, London E14 5HP.

(BB plc will have no obligations or responsibilities relating to **merchants** who are **EEA merchants**.)

BIP

Barclaycard International Payments Limited (trading as Barclaycard Payments), who are registered in Ireland (company number 316541) and have their registered office at One Molesworth Street, Dublin 2, D02 RF29, Ireland. (BIP will have no obligations or responsibilities relating to **merchants** who are not **EEA merchants**.)

Card

Any valid **payment** card, or other valid **payment** device or token, which we approve and which is issued by a **card issuer**.

Cardholder

The person who is entitled to use the **card** and is buying goods or services from you.

Card issuer

A **card scheme** member that issues **cards**.

Card payment

A **payment** for goods or services you have provided (including any **cashback**), which the **cardholder** has authorised you to charge to his or her **card account**, including **card-present payments** and **remote card payments**.

Card-present payment

Any **payment** made with a **card** through the **point-of-sale equipment** at your premises.

Card scheme

Visa, Mastercard, Diners, Union Pay International, Discover and any other card scheme whose **cards** we agree to provide our **service** for.

Card type

The types of **card** are debit card, credit card, commercial card and prepaid card.

Cashback

You providing cash to a **cardholder**, which you can only do in line with the terms of the **agreement**.

Chargeback

The amount a **card issuer** has refused to pay, or has asked to be repaid, in line with the **scheme rules**. For more information, go to our website at www.barclaycard.co.uk/business/help-and-support/accepting-payments/taking-payments

Charges and fees

All charges and fees you must pay under the **agreement**, including the **merchant service charge**, fees for **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 16.

Chip-and-PIN compliant

This means that the **point-of-sale equipment** is installed, maintained and used in line with the recommendations and guidelines issued by the **card schemes** or set out in the **Procedure Guide, operating manuals** and any **point-of-sale equipment** manufacturer's manuals.

Data analytical services

The services we can provide to **merchants** in relation to the information we process (see condition 22).

Data compromise

Any loss, theft, unauthorised access or release of any **transaction data** held by you or others acting on your behalf.

Data controller

The person or organisation responsible for how and why **personal data** is collected, used and stored.

Data processor

The person or organisation responsible, on behalf of the **data controller**, for correctly processing personal information.

Data protection legislation

Any law, regulation or court order relating to collecting, using and storing **personal data**, along with any code of practice or guidance published by a **data protection supervisory authority** or other relevant regulator from time to time.

Data protection supervisory authority

The independent public body whose purpose is to make sure **data protection legislation** is followed. For example, in the UK this is the Information Commissioner's Office (the **ICO**).

Data reports

The reports, notes and information we give you as part of our **data analytical services**.

EEA

The European Economic Area.

EEA merchant

You are an EEA merchant if your registered office, your principal place of business (if you are a partnership or sole trader) or your branch is in a country that is a member of the **EEA**.

For the purpose of this definition, we may treat a branch of your business as being in a country that is different to where it is incorporated if the branch is registered as a foreign branch or company in that different country, and is registered for tax purposes in that country. For example, if a US company has registered itself as a branch at Companies House in the UK and is registered for UK taxes, it will be considered to be a UK branch.

Excessive-chargeback merchant

We may consider you to be an excessive-chargeback merchant if you go over, or are getting close to, **chargeback** limits set by the **card schemes**.

Excessive-fraud merchant

We may consider you to be an excessive-fraud merchant if you go over, or are getting close to, fraudulent-transaction limits set out by the **card schemes**.

External request

A compulsory order from a party other than a person exercising their data-protection rights (usually a public authority) asking for access to **transaction personal data**.

Floor limit

The total value of sales you are allowed to make to a **cardholder** at any one time, and above which you need to get **authorisation** from the **card issuer**. Your floor limit will be zero unless a specific amount is set out in the **merchant application form** or we tell you a different amount in writing. We may change your floor limit at any time by giving you written notice.

Illegal transaction

This means:

- selling or supplying (or offering to sell or supply) goods or services, including cash, without fully keeping to all legal and regulatory requirements which apply to you, us or any **card issuer, account provider** or **scheme**;
- sending us **payments** which are not in line with the category codes of goods or services you are authorised to sell, as described in the **merchant application form**;
- sending us **payments** which are not in line with any term of the **agreement**; or
- any transaction which may damage our reputation or goodwill, or the reputation or goodwill of us or any **card scheme**.

Insolvent

Being unable to pay your debts. This could mean either:

- you can't pay your taxes, bills or debts when they become due; or
- you have more liabilities than assets on your balance sheet.

Insolvency event

A situation where you have become **insolvent**, or where you or someone you owe money to has good reason to believe you are **insolvent**, and you have taken legal steps to protect yourself or those you owe money to have taken legal steps to claim it back.

Intellectual property rights

A person's or organisation's legal rights and interests in things they have created, or have had created on their behalf, or have licensed for use (for example, domain names, images and logos, registered designs, databases, software, inventions, trade secrets, know-how, business or trade names, and items that have design rights, moral rights, patents, trademarks, copyright rights and any other unique identifier).

Interchange fee

The fee we must pay to the relevant **card issuer** for each **card payment** you accept.

Letter of adherence

A letter, in the format set out in Annex 2, that an **affiliate** of yours must fill in and sign if they want us to process their **transaction data** in line with the terms of the **agreement**.

Losses

Any and all losses, claims, damages, costs, charges, expenses (including all legal and administration expenses), liabilities, demands, proceedings and actions, and any fines or penalties that must be paid to a **payment scheme** or any regulatory body.

Merchant

Someone who sells goods and services a **payment** is made for, and who we provide the **services** to. This can include you.

Merchant agent

An agent that provides services to process, store or transmit **transaction data** (directly or indirectly) to you or any of your **merchant outlets**.

Merchant application form

The document setting out our **charges and fees** and other information that is relevant to our **service** and any **additional services** you apply for.

Merchant outlet

Any premises or outlet where you accept **card payments** through **point-of-sale equipment**, and any retail facility you have for customers to buy goods and services online, over the phone or by mail order.

Merchant service charge

The fees we charge you for processing a **payment** and **settling** it, as set out in the **merchant application form** or as told to you in writing.

Operating manuals

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 from time to time.

Payment scheme

A **payment** arrangement or method of **payment** which we approve, including the **card schemes**.

Payment

A payment for goods or services you have provided (including supplying cash), and which the **account holder** has authorised you to charge to his or her **account**.

PCI Data Security Standards

The security standards, set by the **PCI Security Standards Council**, that apply to all businesses worldwide that process, store or transmit **cardholder** details.

PCI Security Standards Council

The Payment Card Industry Security Standards Council, whose main role is to develop, manage and promote awareness of, the technical and operational standards they set to protect **cardholder** details within the payment-card industry. Those standards include the **PCI Data Security Standards** and the PIN Transaction Security Requirements. You can find details of these standards on the website at www.pcisecuritystandards.org.

Personal data

Information that is about you and which could identify you.

PIN-entry device

An electronic device used to authenticate a **card** and send **transaction data** to us.

Procedure Guide

The Procedure Guide we provide, which describes the processes and procedures you must follow when accepting **payments**.

Point-of-sale equipment

The hardware, equipment, software and devices (including any **PIN-entry device** and hardware security) you use to process any **card-present payment**.

Refund

A refund of a **card payment**, credited to the **cardholder's account**.

Remote card payment

A **payment** made over the phone, by post, online or in any other way where the **card** is not used by the **cardholder** physically at your **merchant outlet** or, if the **cardholder** is at your **merchant outlet**, the **payment** is not a **card-present payment**.

Scheme fees

The fees we must pay to the relevant **payment scheme** for providing their network management and transaction services to us so we can process **card payments** on your behalf.

Scheme rules

The rules, regulations, procedures and so on issued by (or formed in relation to) a **card scheme**, including any amendment, addition or replacement over time.

Security code

The security features stored in a **card**, including those held in the chip or the magnetic stripe.

Service

The merchant service we provide, which allows you to accept **payments**, which we **settle** in line with the **agreement**.

Set-off

This is where we reduce any amount to be paid to you (such as a **settlement**) by any amount that you owe us.

Settle (settled)

Paying you the value of **payments** (less any **refunds** or **chargebacks**) included in **transaction data** you send us.

Settlement

The amount we pay you to **settle payments**.

Start date

The date the **agreement** will come into force, as told to you in writing, or the date you sign the **application documents**, whichever is later.

Strong customer authentication rules

Rules, introduced in 2019, to improve the security of **payments** and limit fraud. Under the rules, **authentication** must be based on at least two of the following.

- Something the **cardholder** knows (for example, a PIN)
- Something the **cardholder** has (for example, a card or a mobile phone)
- Something specific to the **cardholder** (for example, a thumbprint).

Third party

Any person or organisation other than:

- you;
- us;
- our or your **affiliates**; or
- a **merchant agent**.

Transaction data

The **payment** details, **refund** details, and any other **card** or **account** details, **cardholder** or **account holder** details, responses to requests for **authorisation** from **card issuers** or **account providers**, **authentication** responses, and **settlement** details you have sent to us. These must be in a form that the relevant **payment scheme** requests and we have approved.

Transaction personal data

Personal data that relates to transactions and that we need to collect, use, store or otherwise use in connection with providing our service.

We (us, our)

If you are an **EEA merchant**, we are:

- Barclaycard International Payments Limited (**BIP**) of One Molesworth Street, Dublin 2, DO2 RF29, Ireland; or
- any person or organisation who takes over our business or we transfer our rights or obligations to under the **agreement**.

If you are not an **EEA merchant** (that is, your registered office, or your principal place of business if you are a sole trader or partnership, is in a country that is not a member of the **EEA**), we are:

- Barclays Bank PLC (**BB plc**) of 1 Churchill Place, London E14 5HP; or
- any person or organisation who takes over our business or we transfer our rights or obligations to under the **agreement**.

You (your)

The person or organisation shown as the **merchant** in the **application documents**, including anyone acting on your behalf, as well as your personal representatives after your death (if you are a sole trader or partnership).

1.2 If any part of these terms and conditions conflicts with the following documents, the documents will apply in the following order of priority.

- The **merchant application form**
- Any **additional service conditions**
- These terms and conditions

- The **Procedure Guide** and any **operating manuals** which apply
 - The summary of main terms and conditions.
- 1.3 Any reference in this document to a law or regulation includes:
- any amendment or addition to it;
 - any replacement of it;
 - all rules, statements, codes and other requirements made under it; and
 - all rules, statements, codes and other requirements set by the Financial Conduct Authority or other regulatory body.
- 1.4 Where appropriate, any reference in this document to 'we' includes any employee, officer, director, representative, subcontractor, agent or **third party** acting on our behalf, and any reference to 'you' includes any employee, subcontractor, agent or **third party** acting on your behalf.
- 1.5 In these terms and conditions:
- when we refer to any document, we mean the most up-to-date document or replacement we have told you about;
 - when we refer to an address or information, we mean the most up-to-date address or information we have told you about; and
 - any obligation to do or not do something includes an obligation to make sure that the thing is done or is not done (as appropriate).
- 1.6 If you or your **affiliates** have given any guarantees or security to us (or any of our **affiliates**), you agree that the benefit of the guarantees or security may be transferred to any **affiliate** of ours.
- 1.7 You agree that if you or one of your **affiliates** owe us or our **affiliates** any amount (under the **agreement** or any other relationship between you and us or our **affiliates**), we may reduce the amount we pay to you to **settle card payments**.

2 Our payment responsibilities

- 2.1 We will start to provide our **service** to you from the **start date**. From that date, as long as you keep to the **agreement** we will **settle payments** by paying you an amount equal to the value of the **payments** (less any **refunds** or **chargebacks**) included in **transaction data** you send to us.
- 2.2 Without affecting condition 2.4, the **settlement** we pay under condition 2.1 will usually reach your bank account one **banking day** after we receive the relevant **transaction data** (unless we have agreed in writing to pay **settlements** to you in a shorter period of time). The timing may differ depending on how you send your **transaction data** to us and whether or not you hold your bank account with us.
- 2.3 Unless we agree otherwise in writing:
- if you are an **EEA merchant** we will usually pay **settlements** in euro; and
 - if you are not an **EEA merchant**, we will usually pay **settlements** to you in sterling.
- If you need to receive **settlement** from us in a currency that is different to the currency the **payment** was made in, this will be an **additional service** (our Barclaycard Multicurrency **additional service**). If, before you sign up to Barclaycard Multicurrency, you request **settlement** in a currency that is different to the currency the **payment** was made in, you will be charged. Details of the **charges and fees** for the Barclaycard Multicurrency **additional service** are set out in your **application documents** or quoted to you in writing from time to time.
- 2.4 When we accept your application to become a **merchant**, we may tell that you will become a 'non-standard settled merchant', meaning that we will **settle payments** in a way that is different to the standard way set out in condition 2.2 above. In this case, we will let you know the basis on which we will **settle payments**. Some examples of the different ways we can **settle payments** are as follows.
- (a) We may **settle** each **payment** after a specified period of time, which starts from the date we receive the relevant **transaction data**.
 - (b) Before we send you the **settlement**, we may retain some of the value of your **payments**, which may be a specified sum or a specified percentage of turnover, to hold 'in reserve'.
 - (c) The total value of **settlements** in any one **banking day** may be limited to a specified maximum amount.
- 2.5 At any time after the **start date** we may give you written notice that you will become a non-standard settled merchant, and tell you the basis on which we will **settle payments**. Our decision to make this change may be based on information you gave us (or failed to give us), your levels of fraudulent transactions or **chargebacks**, or the results of our ongoing risk assessments. We will normally give you at least two months' notice that you will become a non-standard settled merchant, unless:

- any of the circumstances set out in condition 13.4 apply; or
- there is a major change to the nature of **payments** you accept, including the average value of each **payment** you accept or the average total of **payments** you accept per week.

2.6 While you are a non-standard settled merchant, **settlements** will usually reach your bank account in line with the terms of the written notice we send to explain you are a non-standard settled merchant.

2.7 We will send statements, or make them available, on a monthly basis. It is your responsibility to check your statements. If you do not agree with something in your statement, you will have 13 months from the date of the statement to tell us about the irregularity. You cannot challenge the statement after that time.

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

2.8 We can provide detailed transaction reports containing the following information for each **card payment** you have accepted in a specified period.

- A reference to enable you to identify the **card payment**
- The value of the **card payment**
- The **merchant service charge** for the **card payment**
- The **interchange fee** for the **card payment**.

If you want to receive these reports, please refer to the **Procedure Guide** for further detail on how to ask us for them.

3 Your responsibilities

3.1 Accepting cards and payments

- (a) You must accept all valid **cards** and **payments** you are authorised to accept (as described in the **agreement** or which we tell you about) as **payment** for goods or services you provide at all of your **merchant outlets**.
- (b) When a **cardholder** presents their **card** to make a **payment** in person at your **merchant outlet**, the following will apply.
 - (i) If your registered office (or your principal place of business if you are a partnership or sole trader) is in the UK, you must accept all UK-issued **cards** (other than commercial cards) within the same **card scheme** and of the same **card type** you are authorised to accept.
 - (ii) If your registered office is in the **EEA**, you must accept all **EEA**-issued **cards** (other than commercial cards) within the same **card scheme** and of the same **card type** you are authorised to accept.
 - (iii) For cards issued outside the United Kingdom and **EEA**, you must accept all **cards** within the same **card scheme** you are authorised to accept, no matter what **card type** they are.
- (c) You must not set any minimum or maximum limit on **card payments** unless we agree otherwise in writing (including in the **Procedure Guide**).
- (d) Other than when condition (e) applies, you must treat purchases by **card** or from **accounts** in exactly the same way as purchases made by any other method, including charging the same price.
- (e) You may add a surcharge to **card payments** from a commercial card account if you are accepting the **card payments** in the United Kingdom or any other country where national laws allow you to add a surcharge. If you do decide to add a surcharge to a **card payment**, you must tell the customers the amount of the surcharge, or how you calculate it, before they confirm the **card payment**. Any surcharge must be a reasonable amount compared to your cost of accepting the **card**. You must also keep to all relevant legal and regulatory requirements on providing details about the surcharge.
- (f) If you accept **electronic commerce transactions** (**payments** made over the internet using a computer, mobile phone or any other electronic communication device) your website must clearly and prominently display all information required by the **scheme rules**, including the following.
 - The location of your **merchant outlet**
 - The address for **cardholder** or **account holder** correspondence
 - The address of where **electronic commerce transactions** are processed
 - Your privacy policy
 - A description of your security measures (for example, procedures and processes for keeping your **point-of-sale equipment** safe)
 - A description of how you transmit **card** details
 - The **card scheme** logos (for example, the Visa or Mastercard logos)
 - A complete description of the goods or services you are offering

- A returns and refund policy
- Contact details for your customer service, including an email address and phone number
- The currency transactions will be made in
- Any export restrictions that will apply to the goods or services you are offering
- Your policies on delivery and shipping, including splitting shipments of goods.

3.2 Authorisation

- You must get **authorisation** from the **card issuer** or **account provider** (through us) as required by the **scheme rules** which apply to the **payment**. The following conditions relating to **authorisation** will apply to all **card payments**.
- You must get **authorisation** for all **card-present payments** where the value is above your **floor limit**, and for all **remote card payments**. You must not split the cost of a purchase over more than one **card payment** to avoid having to get **authorisation** for the **card payment**.
- There will be times when your **point-of-sale equipment** will ask you to get **authorisation** even though the amount of the transaction is below your **floor limit**. This is due to the chip on the **card** having extra security checks built into it.
- In all cases where you need **authorisation**, you must get this at the time of the purchase, before you send us the **transaction data**.
- You must cancel any **authorisation** for a **card payment** if you or the **cardholder** decides not to go ahead with the **card payment** straight away.
- When you ask for **authorisation** through us, we contact the **card issuer** to approve the **card payment**.
- If you do not ask for **authorisation** when it is needed under this condition, or if the **card issuer** does not authorise the transaction, you must not complete the **card payment**. Unless we tell you otherwise, you must not try again to get **authorisation** for a transaction that has been declined. If you do, you do so at your own risk, and you will be liable to us for (and must pay us) any **chargeback** or other **losses** relating to that **card payment**.
- You must not get **authorisation** (usually for a nominal amount) just to check whether a **card** is valid. If you want to check whether a **card** is valid without making a sale, you must do this as an 'account status check' by following the process set out in the **Procedure Guide**, or as we otherwise tell you.
- When a **card payment** is authorised, this does not guarantee that we will **settle** the **payment** and it does not prevent us from recovering a **chargeback** or other amount relating to the **card payment** if this is allowed under the terms of the **agreement**.

3.3 Sanctions

- You must not accept any **payment** which would cause us to break any law or sanction that affects us or our **affiliates**.
- If a **payment** you have got **authorisation** for in line with condition 3.2 is affected by a sanction before we receive payment from the **scheme**, we might not **settle** that **payment** to you.

3.4 Transaction data

- 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 **transaction data** to another person or organisation (an approved third party) instead of or as well as us. When you send us (or an 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 met 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 the **agreement**.)

- When you send us **transaction data** for a **card payment**, you must make sure the type of transaction specified is correct. For example, you must not classify a **remote card payment** as a mail order or telephone transaction.

3.5 Storing your records

You must keep the original receipt for and copies of **payments** safe. You may have to produce these records as evidence of a **cardholder's** or **account holder's** authority to make the **payment**.

3.6 Keeping hold of 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 spoken instructions about holding back **cards**. If you are holding back a **card** when we have not asked you to, you must not suggest that you are acting on our behalf.

3.7 Keeping to the agreement

You must keep to (and make sure that your employees, staff, agents, subcontractors or others acting on your behalf keep to) all parts of the **agreement**, including any changes, updates or additions to it, while it is in force.

3.8 Cashback

(a) You can provide **cashback** only if:

- your **point-of-sale equipment** is eligible for **cashback**, and
- we have given you written permission to provide **cashback**.

(b) You can only provide **cashback** for **card-present payments** that are **chip-and-PIN compliant**. You will have to get **authorisation** for every transaction which includes **cashback**.

(c) You must keep to this condition 3.8 and any relevant conditions in the **Procedure Guide** (including any upper limit that we tell you about).

(d) You must display or provide to **cardholders** any information we tell you about relating to **cashback**.

3.9 Deposits and pre-payments

If you want to send us **transaction data** for deposits or pre-payments, you must first get our written approval for this. To get our written approval you will need to fill in the 'deposits' section in your **application documents**.

3.10 Payments to your business

(a) You must only send us **transaction data** for **payments** made for goods or services (including any **cashback**) you have provided.

(b) You must not process **payments** made by any director, employee or other member of your business (or any other person or organisation closely connected with your business) except for legitimate purchases of goods or services, and you must not provide such person or organisation with **cashback**.

(c) You must not allow anyone else to use **point-of-sale equipment** which would allow them to accept or take **payments** under the **agreement**.

(d) The bank account we send **settlements** to must be in your name, and be a business bank account. If we ask, you must provide satisfactory evidence of the bank account.

3.11 Refunds

(a) You must grant **refunds** to **cardholders** in line with:

- all laws and regulations that apply;
- all of their rights under their contract with you; and
- your published refund and cancellation policy.

If there is any conflict between the above, the order of priority shown will apply.

(b) Unless we tell you otherwise, any **refund** you provide must be made to the same **card** or **card account** that was used for the **card payment**. You must not provide a **refund** in cash.

(c) If you make a **refund** to a customer, we may recover the amount of the refund from you by Direct debit or by reducing **payments** to you. If we cannot tell you about this action beforehand, we will let you know as soon as possible afterwards.

(d) At any time when you send us **transaction data**, if the value of **refunds** you have given is more than the value of **card payments** you have taken, we will collect the difference from you by Direct debit or ask you for a repayment.

3.12 Authentication

(a) You are responsible for getting **authentication** for **card payments** (to make sure they are valid) in line with the **scheme rules**, any requirements included in the **agreement** (including the **Procedure Guide** or any **operating manual**), and any requirements we tell you about from time to time.

- (b) You are responsible for applying the **strong customer authentication rules** to all **card payments** unless the transaction is exempt by law. Examples of exemptions include contactless **payments** and mail order or telephone transactions. Go to www.barclaycard.co.uk/business/help-and-support/psd2-impact-business/taking-secure-payments for more information.
- (c) **Authentication** of a **card payment** is not a guarantee that we will **settle** it, and it does not prevent us from recovering a **chargeback** or other amount relating to the **card payment** if this is allowed under the terms of the **agreement**.
- (d) If you do not apply the **strong customer authentication rules** when they are required, you will be liable for any **chargeback** or **losses** relating to the transaction. If you continually fail to apply the **strong customer authentication rules**, we are entitled to:
 - defer or stop **settlement** to you until you meet the requirements of those rules; and
 - end the **agreement**.

3.13 Using our intellectual property rights

- (a) You must not use any of our **intellectual property rights** for any purpose without our written permission. If we agree to you using our **intellectual property rights**, the following will apply.
 - (i) We grant you a royalty-free, non-exclusive and non-transferable licence to use our **intellectual property rights** only in connection with your responsibilities under the **agreement**, and only in the way we tell you. If we tell you about any changes to how you are entitled to use our **intellectual property rights**, you must keep to that change within 14 **banking days**.
 - (ii) We may withdraw the licence granted under condition 3.13 (a)(i) above at any time if you use our **intellectual property rights** for a purpose, or in a way, we have not approved.
- (b) Nothing in these terms and conditions transfers any of our **intellectual property rights** to you, and any new rights created through the use of our **intellectual property rights** will belong to us or our licensors (as the case may be). You must not remove or change any ownership notices in materials we provide to you.

3.14 Security code

- (a) You must get the necessary **security code** for a **card** before accepting a **card payment**, if the **card scheme** requires this. If you do not get a valid **security code** when this is required by the **card scheme**, the **card issuer** may not authorise the **card payment**.
- (b) You must not keep or reveal any **security code**, other than for the purpose of processing **transaction data**.

3.15 Co-badged cards

If a **cardholder** presents a **card** that displays the logos of two or more **card schemes** or **card types** you accept, you must:

- honour the **cardholder's** choice of **card scheme** and **card type** for the **payment**; and
- accept the **card payment** in line with the **cardholder's** choice of **card scheme** and **card type**.

3.16 Your affiliates

- (a) If one of your **affiliates** wants us to process their **transaction data** in line with the terms of the **agreement**, that **affiliate** must fill in and sign a **letter of adherence** using the template in Annex 2, get your signature, 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 the **agreement** (other than conditions 3.16(c) and (d) below, which only apply to you).
- (b) If we change the terms and conditions of the **agreement** as set out in condition 16.1, the changes will also apply to:
 - each **affiliate** of yours who has signed a **letter of adherence** and who we have accepted; and
 - any of your **affiliates** who we accept in the future.
- (c) If we end the **agreement** as set out in condition 18.1, this will end the **agreement** for you and any of your **affiliates** who have signed a **letter of adherence** and we have accepted. However, if we only end our relationship with a particular **affiliate**, or if an **affiliate** ends their relationship with us by giving us 30 days' notice in line with condition 18.3, this will not affect the **agreement** as it relates to you or your other **affiliates**.
- (d) If we agree to an **affiliate** receiving our **service** in line with the terms of the **agreement**, you must make sure that the **affiliate** meets their obligations under the **agreement**.
- (e) If an **affiliate** of yours who we have accepted breaks the **agreement**, the **agreement** will be considered to have been broken by you. You and each of your **affiliates** who we have accepted will be liable to us,

individually as well as jointly, for any **losses** we suffer as a result of your **affiliate** breaking the **agreement**.

3.17 Insurance or consumer protection

If you operate (or anyone acting on your behalf operates) any consumer-protection scheme for deposits, advance payments or prepayments (such as a funeral plan or Christmas savings club), or you have any insurance in place to protect your customers if you fail to supply goods or services (such as ATOL or ABTA protection):

- you must tell us and give us any information we ask for, and tell us about any changes to the requirements of the scheme; and
- we may require you to agree that we will make **payments** direct to any consumer-protection scheme account.

3.18 Union Pay International payments

- (a) For **card payments** made using a **card** issued under the Union Pay International (UPI) **card scheme**, you must send us the **transaction data** within 30 calendar days from the day of getting **authorisation** from UPI. We will not accept any UPI **payment** submitted after this period and you will be responsible for, and must pay us, any **losses** we suffer as a result of you submitting a **payment** late.
- (b) All UPI transactions must be protected with online PIN security, which requires the **point-of-sale equipment** to electronically contact the **card issuer** to verify the correct PIN is being used. If you have **point-of-sale equipment** which we have provided, we will manage this for you, but if you are submitting **payments** through **third parties**, they must meet the PIN Transaction Security Requirements (security standards which apply to managing, processing and transmitting PIN data).

4 Chargeback – our right not to settle card payments and to charge payments back to you

- 4.1 In some circumstances, the **card issuer** will have the right, under the **scheme rules**, to dispute a **card payment** you have accepted. If this happens, the amount we refuse to pay to you, or the **settlement** we claim back from you, is called a '**chargeback**'. There are a number of reasons why a **card payment** may be disputed, including (but not limited to) the following.
 - (a) The **card payment** was not validly authorised.
 - (b) The **card payment**, or the way it was carried out, broke the **agreement**.
 - (c) The **transaction data** you provided, or when and how it was sent to us, was not in line with the **agreement**.
 - (d) We have received a claim from the **cardholder** (or their **card issuer**) in connection with the **card payment** or the goods or services you provided. This includes claims for faulty goods or services, goods or services not being received, goods or services not being as described, and transactions being cancelled.
 - (e) Fraud has been identified or is suspected.
 - (f) The **Procedure Guide** or any **operating manual** says we can claim the **card payment** back from you.
 - (g) We consider you to be an **excessive-chargeback merchant** or an **excessive-fraud merchant**.
- 4.2 If a **card scheme** returns a **card payment** (by not settling it or by asking us to pay it back), the following will apply.
 - (a) If we have not yet **settled** the **card payment**, we will not do so.
 - (b) If we have settled the **card payment**, you will have to pay the **settlement** back to us.
- 4.3 If you do not agree with the **chargeback** and want us to challenge the **card issuer's** claim on your behalf, you must give us the information we need, as set out in the 'Chargebacks' section of the **Procedure Guide**. You must do this by the deadline we give you. If we think the information you provide is valid and correct, we can challenge the **chargeback** on your behalf. Only we can challenge any **chargeback**.
- 4.4 The outcome of any challenge we make under condition 4.3 above is not guaranteed. The relevant **card scheme** will review the information we provide and can ask further questions. If any challenge is unsuccessful, or you don't defend the **chargeback**, you will be liable for any **losses** relating to the **chargeback**, and you must reimburse any **losses** we suffer as a result of the **chargeback**.
- 4.5 You must pay us the value of any **chargeback** when we demand it, or we may recover it by set-off. If you have a Barclays bank account, we have the right to take the relevant amount from your bank account.

4.6 Excessive-chargeback and excessive-fraud conditions

- (a) If we reasonably believe that you have become (or will become) an **excessive-chargeback merchant** or an **excessive-fraud merchant**, we may ask you to give us detailed reasons for the number of **chargebacks** or fraudulent transactions (whichever applies), and the measures you are taking to reduce the number. 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 number of **chargebacks** or fraudulent transactions, whichever applies, and you must follow those instructions in the timescales we give; and
 - you must pay us any fees, fines, costs, claims or liabilities associated with being an **excessive-chargeback merchant** or an **excessive-fraud merchant**.

5 Our charges and fees

5.1 You must pay us the **charges and fees** set out in the **merchant application form** (plus any VAT that may apply):

- by allowing the **charges and fees** to be deducted from your **settlements** at the frequency we tell you from time to time; or
- by Direct debit.

The payment method will be as set out in your **merchant application form** or as we tell you in writing from time to time.

5.2 You confirm that you have read and understood the **merchant application form** and agree to the **charges and fees** set out in it, plus any **charges and fees** introduced in line with condition 16.

5.3 We may apply **charges and fees** for each transaction shown in the **transaction data** you send us, whether it is a legitimate **payment** or **refund**, or a fraudulent or **illegal transaction**. Some parts of these **charges and fees** are set by the **card schemes**.

6 Direct debits

6.1 Unless we agree otherwise with you, you must authorise your bank to pay us Direct debits, at the time we specify, for any amounts you owe us under the **agreement**. We may ask you to set up one Direct debit to pay our **charges and fees** and a separate one to pay us any **refunds** or **chargebacks**. You must keep the Direct debit instructions in force throughout the term of the **agreement** and, if we ask you, for a further 18 months from the date the **agreement** ends.

6.2 If we do not collect a Direct debit for a significant amount of time, we may take a nominal amount so that the Direct debit instruction does not expire.

6.3 If you change or cancel a Direct debit without telling us beforehand, we can immediately suspend any **settlements** due to you under condition 2.1 without giving you notice. If you cancel a Direct debit without our knowledge or permission, you will be considered to have broken the **agreement**.

6.4 We may decide to collect our **fees and charges** by a method other than Direct debit, including by deducting them from **settlements**. If we decide to use another method, we will tell you at least 60 days beforehand.

7 Interest on late payments

You must pay any amounts you owe us under the **agreement** as soon as those amounts become due. If you do not pay us by the due dates, we may charge interest on any amounts you have not paid. We would charge the interest each day at the rate of 5% a year (per annum). We will add this interest to the amounts you owe us at the end of each month and this interest will be compounded (meaning that the interest will be charged on the full amount you owe, so you will be paying interest on interest).

8 Promoting payment solutions

8.1 As required by the **scheme rules**, at each of your **merchant outlets** you must display the promotional material we give you showing which **cards** and **accounts** you accept **payments** from. You must keep to any reasonable instructions we give you about 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, features our brand or logo, or uses any other name associated with the **cards** or **accounts**, unless you get our written permission beforehand.

8.2 If you do not accept all valid **cards** in line with condition (a), you must tell the **cardholder** this in a clear way at the same time as you tell them you accept other **cards**. For **card-present payments** you must display this information prominently at the entrance of each of your premises where you accept **card payments** through **point-of-sale equipment**. For remote **card payments**, you must display the information on your website and provide it to **cardholders** in good time before they complete a **card payment**.

9 Point-of-sale equipment and providing transaction data

- 9.1 For **card-present payments**, you must only send **transaction data** through **point-of-sale equipment** which we have approved. If we authorise you to accept **remote card payments**, you must keep to the **Procedure Guide** and any **operating manuals** when sending us **transaction data** for these **payments**. We may remove our approval of any **point-of-sale equipment**, but we will normally give at least two months' notice beforehand (except where we have to stop approving the equipment for security reasons). If we give you notice that we will stop approving the **point-of-sale equipment** you have, you must stop using that equipment by the date specified in the notice. We can stop processing transactions from that **point-of-sale equipment**, without any liability to you, from the date set out in the notice.
- 9.2 You must keep all your **point-of-sale equipment** safe, secure and under your control.
- 9.3 You must:
- make sure the 'security credentials' (information or codes the **point-of-sale equipment** provider gave you, and which you need in order to use the **point-of-sale equipment**) are kept safe in a way which protects them from being used by someone who isn't authorised to take **card payments**;
 - make sure that the security credentials are only used by authorised members of your staff, and only for the authorised purposes as set out in the **Procedure Guide** or any operating manual, or as we tell you from time to time;
 - not allow any **cardholder** to enter details other than their PIN into your **point-of-sale equipment**, and not allow anyone other than you or your staff to enter any other details into your **point-of-sale equipment**.
- 9.4 When you receive any new **point-of-sale equipment**, you must immediately change any default security credentials you are given.
- 9.5 You are responsible for making sure that all **point-of-sale equipment** used in your premises is **chip-and-PIN compliant**. If you use **point-of-sale equipment** which we have not provided, you must make sure it keeps to our BIN (bank identification number) rules as set out on our website or anywhere else we may tell you.
- 9.6 You will be responsible for any losses you, we or anyone else may suffer as a result of:
- you failing to keep all **point-of-sale equipment** and security credentials safe and secure;
 - any misuse; or
 - any fraudulent transactions processed through your **processing equipment**, including by anyone who has stolen the **point-of-sale equipment** or accessed it when it was unattended.
- 9.7 We may need to provide maintenance and software updates to your **point-of-sale equipment**. You must at all times maintain a wireless or 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.

10 Payment security

10.1 PCI Data Security Standards

- (a) You must keep to the **PCI Data Security Standards** and the responsibilities set out in the Procedure Guide and any **operating manuals** which apply to data security, **data compromises** and the steps needed to demonstrate that you are keeping to the **PCI Data Security Standards**.
- (b) You agree that if you suffer a **data compromise**, or suspect you have suffered a **data compromise**, you will tell us as soon as is reasonably possible (and always within 24 hours of becoming aware of the **data compromise**). You must, at your own cost, co-operate with us and provide any help we need in connection with the **data compromise**, and take whatever action is necessary to minimise the effect of the **data compromise** and prevent it from happening again.
- (c) If you have told us about a **data compromise** or suspected **data compromise**, or we have good reason to suspect that you have suffered a **data compromise**, you must, at your own cost, co-operate fully with any independent investigation we may require, including instructing a PCI forensic investigator (PFI) to carry out a forensic investigation of all relevant **merchant outlets**. You must do the following.
- (i) Instruct the PFI within the timescale we give you
 - (ii) Agree that the PFI can give us any report they produce
 - (iii) Keep to all recommendations suggested by the PFI to improve your data security.
- (d) If you suffer a **data compromise**, the following will apply.
- (i) We may tell you that you are considered to be a 'level-1 merchant' (as defined under the PCI Data Security Standards) and that you must keep to any requirements of a level-1 merchant.

- (ii) We may require you to provide any evidence we ask for in the future to prove you meet the **PCI Data Security Standards**. (This may include you using and paying for the services of a Qualified Security Assessor or other qualified third party.)

10.2 PIN Transaction Security Requirements

- (a) If you use **point-of-sale equipment** which we have not provided, you must make sure that all PIN-entry devices meet the PIN Transaction Security Requirements (security standards which apply to managing, processing and transmitting PIN data during transactions at ATMs and **point-of-sale equipment**) and any extra requirements 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 regularly carry out appropriate checks of PIN-entry devices, which includes doing the following steps at least once every three months.
 - Recording the serial numbers of PIN-entry devices
 - Recording the location of your PIN-entry devices
 - Making sure each of your PIN-entry devices is working correctly and has not been modified in an unauthorised way or tampered with
 - Checking and confirming that you are keeping to any relevant standards, guidelines and requirements issued from time to time by the **PCI Security Standards Council**.

10.3 PIN confirmation

- (a) You must at all times make sure that:
 - all **card-present payments** processed using chip-and-PIN technology are protected in line with (and so you must keep to) ISO 9564 and Book 2 (Security and Key Management) of the 'EMV IC card specifications' for payment systems;
 - none of the **point-of-sale equipment** which you use has been substituted or modified in an unauthorised way or tampered with; and
 - you have procedures in place to protect all of the **point-of-sale equipment** that you use or hold.
- (b) You must, if we ask, give us proof (including supporting documents where relevant) that you are keeping to this condition 10.3. In particular, you must be able to provide evidence of the following.
 - The history of each item of **point-of-sale equipment** that you have, including details of the purchase of the equipment and of any maintenance, returns, disposal or loss of approval
 - An EMV 1 and 2 certificate for each item of **point-of-sale equipment** that you have
 - A register setting out all items of **point-of-sale equipment** that you have and saying how you got them, where they are and which are in use
 - The measures you have in place to track movements of any items of **point-of-sale equipment**
 - The measures you have in place or have considered to protect against the possibility of fraud arising from the use of any **point-of-sale equipment**
 - The security measures you have in place to prevent an item of **point-of-sale equipment** being replaced by another device.

10.4 Storing transaction data

You must keep all **transaction data** (whether on paper or held electronically) safe and in a secure way that prevents any **data compromise**, and in line with condition 10.1. To keep **cards** and **card accounts** secure, from time to time we may tell you not to keep certain details.

If we reasonably believe that you are failing to keep **transaction data** safe and secure, we will give you instructions to improve your security. If you fail to follow these instructions, you will have broken the **agreement** and we may end it in line with condition 18.1.

11 Cardholder disputes and preventing fraud

- 11.1 You must give us all reasonable help we ask for to detect, prevent and investigate any fraud we suspect or become aware of, and help us handle any claim against us relating to a **payment**. This help may include giving us evidence of the legal ownership of goods a **payment** relates to. If you do not give us the necessary information within the timescale we set out, we may withhold **settlement** and suspend your ability to process **refunds** until we are satisfied that you can continue to meet your responsibilities under the **agreement**.
- 11.2 If we find out, or suspect, that you have acted fraudulently, we may suspend your ability to process **refunds**. If we find out, or suspect, that any **payment** you have taken was fraudulent, we may suspend your ability to refund that **payment**.

12 Information you give us and auditing

- 12.1 We may ask you for financial and other information about you, your business or any single or series of **payments** so we can understand more about your business, and you must give us that information (which may include your financial accounts). This is so we can keep to legal and regulatory requirements and assess any risk to us, including whether we believe you are likely to become **insolvent** or suffer a major liability (for example, a significant disruption to your business).
- 12.2 If you do not provide the necessary information within the timescale we specify, we may withhold **settlement** under condition 13.3, or suspend our service, until we are satisfied that you can continue to meet your responsibilities under the **agreement**.
- 12.3 If you are experiencing any financial difficulties, or any circumstances which may cause you financial difficulties in the future have arisen, you should contact us on the phone number on our website to discuss the matter.
- 12.4 You must immediately tell us in writing if any of the following apply.
- (a) You stop trading, or are planning to stop trading
 - (b) You plan to sell your business
 - (c) You change the nature of your business
 - (d) The type or number of **payments** you send us changes
 - (e) You change your name
 - (f) You become, or are likely to become, **insolvent**
 - (g) The legal status of your business changes (for example, from sole trader to partnership or from partnership to limited company)
 - (h) The direct or indirect ownership of your business changes
 - (i) You suspect or find out that you or anyone acting for you has done something fraudulent
 - (j) You do not pay off any debts by the due date or your debts become immediately due (or could be declared immediately due), or any commitment relating to the debts has been withdrawn or cancelled because of any failure on your part.
- 12.5 We and agents acting for us may inspect or audit your business from time to time. We will normally give you notice of when we plan to do this (although we may not be able to in an emergency) and will try to minimise any inconvenience. Some of the reasons we may need to carry out 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 all of the following.
- (a) The **agreement**
 - (b) The **scheme rules**
 - (c) Any laws, regulations or standards which apply, including the technical and operational standards set by the **PCI Security Standards Council** to protect **cardholder** information
- 12.6 You must give us (and agents acting for us) access to your business premises (including your offices and **merchant outlets**) so we can inspect your facilities, equipment, records and systems (including any computer system and software) relevant to the **agreement**. You must 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.
- 12.7 Carrying out any inspection or audit under condition 12.5 does not mean that we have approved your security measures, and you must not state or suggest, in writing or otherwise, that we have.
- 12.8 If we have agreed that you can use an agent or subcontractor in line with condition 17.2, you must make sure that we have the same rights to inspect and audit their facilities, equipment, records and systems relevant to the **agreement**.

13 Set-off, delayed payment and reserves

- 13.1 Regardless of whether you tell us otherwise, we may **set-off** any amount to be paid to you (under the **agreement** or any other relationship between you and us), including any balance held at a branch of Barclays Bank UK plc, Barclays Bank plc or Barclays Bank Ireland plc, by any amount that you owe us or our **affiliates**, including any **cashback**. If we cannot tell you about any set-off beforehand, we will let you know as soon as possible afterwards.
- 13.2 If at any time we mistakenly:
- pay you any amounts that are not properly due to you; or

- fail to ask you to pay us the full amount of the **charges and fees** (plus any VAT that applies) you have agreed to in the **merchant application form**;

we will take the overpayment or unpaid amount off any amount due to you, or instruct you to pay what you owe us within three **banking days** of us telling you to.

13.3 If any of circumstances set out in condition 13.4 apply, as well as our rights under condition 4.1, we may do the following.

- Stop paying **settlements** or reduce them by any amount you owe us
- Withhold any amounts paid into any account you have at a branch of Barclays Bank UK plc, Barclays Bank plc or Barclays Bank Ireland plc
- Tell you to pay us an amount to hold as a reserve against any liability that may arise

If we take any of these actions, and we cannot tell you beforehand, we will let you know as soon as possible afterwards.

13.4 The circumstances condition 13.3 refers to are as follows.

- We reasonably believe – based on any information you have given us under condition 12, any failure to give us any information we have asked for about your business and your transactions, our analysis of your business, or the nature of **payments** you have accepted – that you will become liable for amounts owed to us (either under the **agreement** or in any other way), including **chargebacks**.
- Any of the circumstances set out in condition 18.1 have arisen, whether or not we end the **agreement**.
- The value of refunds is more than the value of **payments**.
- You have not yet supplied the goods or services referred to in the **transaction data** and an **insolvency event** has arisen, or we have good reason to believe that an **insolvency event** is likely arise.
- You have not provided any information we asked for under the **agreement**, or the information you provided is substantially inaccurate.
- We have become aware of, or reasonably suspect, fraudulent actions carried out by you or any third party acting on your behalf.
- You failed to pay any **charges and fees**, or any other amounts due to us under the **agreement**, when instructed.
- You have failed to keep the Direct debit instructions required under condition 6 in place.
- You persistently fail to meet any of the **strong customer authentication rules**.
- We have found out or reasonably suspect that a regulatory body (including a **card scheme**) has passed on to us, or may pass on to us, any fees, fines, costs, claims, liabilities or **losses** arising out of our relationship with you or as a result of you breaking the **agreement**.

13.5 We will continue to have the rights under conditions 13.1, 13.2 and 13.3, even after the **agreement** ends, until either of the following happens.

- Any potential liability becomes definite (at this point we would pay you any **settlement** due, after deducting the amount you owe us, as allowed under condition 13.1).
- We are satisfied that you will not owe us any liability, including **chargebacks**, or that if you did, you could pay us promptly (at this point we would pay the relevant **settlement** to you).

13.6 You agree that you have no legal or other right to any money that we would otherwise have to pay you if this condition 13 did not apply, or that we hold as a reserve.

13.7 Without telling you beforehand, and regardless of any instruction to the contrary from you, we may keep any amounts we owe you in connection with any **payment** if we know, or have good reason to suspect, that the **payment** is an **illegal transaction**.

13.8 If we discover (or have good reason to suspect) that a transaction is fraudulent, or that you or anyone acting for you has done something fraudulent, we have the right to immediately, and without telling you beforehand, withdraw the value of any **payment** relating to the **fraudulent activity** or transaction from the bank account we pay **settlements** to.

14 Your responsibility for our losses

- 14.1 (a) You must indemnify us and our **affiliates** (make good any **losses** suffered) if any of the following happen.
- (i) A claim is made against us, or our claim against a third party is disputed, because of something you (or anyone acting on your behalf) have done or failed to do, or because you have broken the **agreement**.
 - (ii) A regulatory body (including a **card scheme**) passes any fees, fines, costs, claims or liabilities arising out of our relationship with you, or as a result of you breaking the **agreement**, on to us or our **affiliates**.
- (b) You must pay the full amount we demand from you for our **losses**, including any investigation, administration and legal costs, as soon as reasonably possible
- (c) If any fine we receive also relates to other **merchants** not connected to you, we will charge you only a fair proportion of that fine.
- 14.2 The circumstances where condition 14.1 may apply include (but are not limited to) any of the following.
- (a) If you fail to supply goods or services, or you supply goods or services which are poor quality, not fit for purpose or not as described.
 - (b) If you fail to keep to the **Procedure Guide, operating manuals** or any **additional service conditions**.
 - (c) You or anyone acting on your behalf being involved in any fraudulent activity.
- 14.3 If you have given (or must give) us or our **affiliates** any security to cover all money and liabilities you owe us now or may owe us in the future, and any **losses** we may suffer, you agree that we may need to make changes to the security you provided or must provide. This may involve you legally transferring guarantees, entering into new guarantees or providing new security.
- 14.4 If we tell you to provide security, you must sign all the documents needed to grant that security in the timescale set out in our request.
- 14.5 We agree that **BB plc** and **BIP** cannot both make a claim against you and your **affiliates** for the same loss on the same facts, even if you and we had a previous **agreement** which contradicted this.

15 Limitations on our liability

- 15.1 We will not be liable to you if we cannot meet our responsibilities under the **agreement**, or any part of it, as a result of anything that we cannot reasonably control. This includes (but is not limited to) where we cannot meet our responsibilities because of the following.
- (a) Any machine, data-processing system or communication link failing to work due to anything beyond our (or our authorised representative's) reasonable control
 - (b) Any industrial dispute
 - (c) Any natural disaster, pandemic, third party's strike or lockout, war, invasion by armed forces, uprising, or any other event beyond our control.
- 15.2 Without affecting the other terms of this condition 15, the maximum total liability we and our **affiliates** will pay under or in connection with the **agreement** (whether by law, contract or otherwise) for any event or series of connected events will be:
- £1,000,000 (one million pounds); or
 - an amount equal to twice your annual **charges and fees**;
- whichever is lower.

For the purpose of this condition 15.2, your annual **charges and fees** are as follows.

- (a) During the first 12 months following the start date, your annual **charges and fees** are the amount calculated by:
 - dividing the total value of **charges and fees** (less any **interchange fee** and **scheme fees**) due from you and your **affiliates** who have signed a **letter of adherence** by the number of weeks since the **start date**; and
 - multiplying that figure by 52.
- (b) After the first 12 months following the **start date**, your annual **charges and fees** are the total value of **charges and fees** (less any **interchange fee** and **scheme fees**) due from you and your **affiliates** who have signed a **letter of adherence** during the 12 months immediately before the calculation date.

- 15.3 The maximum total liability set out in condition 15.2 will not affect our responsibility to:
- pay you in line with condition 2.1 (except where we are exercising our rights under condition 13); or
 - apply the correct **charges and fees** to your **account**.
- 15.4 We and our **affiliates** will not be liable under or in connection with the **agreement** for the following.
- (a) Any direct or indirect loss of:
- business;
 - reputation;
 - opportunity;
 - profit;
 - interest;
 - goodwill;
 - revenue; or
 - expected savings.
- (b) Any type of special, punitive (designed to punish), consequential or indirect **losses**.
- 15.5 If you want to make a claim against us or our **affiliates** in connection with the **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 them. In any event, you must do this within 18 months after you become aware of, or should have become aware of, the **losses**.
- 15.6 If we ask you for further information about your claim, you must give us this within 30 calendar days of our request.
- 15.7 If you fail to give us written notice of any claim, or further information we ask for, within the timescales set out in conditions 15.5 and 15.6 above, we and our **affiliates** will have no liability to you for that claim.
- 15.8 Nothing in these terms and conditions, including the limitations and exclusions in conditions 15.1 to 15.5, will limit or remove our or your liability for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation, or any other liability which, by law, cannot be removed or limited.
- 15.9 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 liability, and **your merchant outlets'** liability, under the **agreement**.
- 15.10 You agree that you cannot bring any claim against both **BB plc** and **BIP**, either at the same time or one after the other, for the same **losses**.
- 15.11 You agree that any claim or dispute about any part of our **service** can only be brought against us, even if the **service** is supplied by one of our suppliers.
- ## 16 Changing the agreement
- 16.1 We may change the terms and conditions of the **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 (such as the need to meet legal or regulatory requirements or **scheme rules**), we will give you at least two months' notice of the change. We will give the notice as set out in condition 25.
- 16.2 You may end the **agreement** as explained in condition 18.3 if you are unhappy with any change we make to the **agreement**.
- ## 17 Transferring or sharing the agreement
- 17.1 You may not transfer any of your rights under the **agreement** to any other person or organisation without our written permission.
- 17.2 You must not allow anyone else to do any of the things you are allowed to do (or have to do) under the **agreement** unless we have agreed in writing that the person or organisation can act as your agent or subcontractor. We can change this decision at any time by giving you notice in writing. 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 the **agreement**, including condition 19.
- 17.3 If you plan to use a **merchant agent** to provide their services to you or any of your **merchant outlets**, you must make sure that the **merchant agent** is registered with each of the **card schemes** and listed on the **card schemes'** websites.
- 17.4 You are liable for anything that an agent, subcontractor, **merchant agent** or employee of yours (or anyone who could reasonably be taken to be an agent, subcontractor, **merchant agent** or employee of yours) does

or fails to do. This applies whether or not we have agreed to you using the agent, subcontractor or **merchant agent**. You are liable for anything relating to your **merchant outlets**.

- 17.5 We will not enter into any contract with a **merchant agent** on your behalf. You must make sure that any **merchant agent** you appoint can offer and maintain all necessary communication links with us. If you plan to appoint or replace any **merchant agent**, you must get our approval in writing first. No **merchant agent** will be considered to have been appointed or replaced if we haven't approved them.
- 17.6 We can transfer any of our rights or responsibilities under the **agreement**, or subcontract any of our responsibilities under it, to anyone we choose. You must sign any document we ask you to sign so we can make the transfer.
- 17.7 If any debt becomes a 'bad debt' (that is, one that you are unable to pay off), we may sell that debt to an organisation who specialises in buying and collecting bad debts. That organisation may try to collect the debt through court action or by appointing a third party such as a debt-recovery agency.

18 Ending the agreement

- 18.1 Normally we will give you at least two months' notice in writing if we want to end the **agreement** and stop providing our **service** to you. However, in certain circumstances we may end the **agreement** immediately or after giving shorter notice. These circumstances may include the following.
- (a) We have become aware of, or have reason to suspect, fraud at any of your **merchant outlets**.
 - (b) An **insolvency event** has arisen, or we have good reason to believe that an **insolvency event** may arise.
 - (c) You have failed to meet condition 3.10, condition 6 or condition 12.1, or we have good reason to believe that you have broken any terms of the **agreement**.
 - (d) We have discovered, or have good reason to suspect, that you are accepting **illegal transactions**, including the following.
 - (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 in the **application documents** of the goods or services you will provide
 - (iii) Selling or supplying (or offering to sell or supply) goods or services which may damage our reputation or goodwill, or reflect badly on us.
 - (e) You have become an **excessive-chargeback merchant** or an **excessive-fraud merchant**, or you have failed to keep to any of our instructions or requests made under conditions 4.6(a) or (b).
 - (f) You have failed to keep to the requirements set out in condition 10.
 - (g) Any scheme has asked us to end the **agreement**.
 - (h) There has been a significant change to the nature of **payments** you accept or are expected to accept, as set out in your **application documents**, including the average value of each **payment** or the total value of **payments** you accept on a weekly basis.
 - (i) You have put us in a position where we might break a law, regulation, code of practice or other duty that applies to us if we were to continue providing our service to you.
 - (j) Any sanctions, imposed anywhere in the world, apply to you or any of your **affiliates**, or you have failed to keep to condition (a).
 - (k) You have given us false information.
 - (l) You have used (or allowed someone else to use) our service illegally or for criminal activity, including receiving the proceeds of crime into your bank account.
 - (m) You have let someone else use our service inappropriately.
 - (n) You have behaved in a threatening or abusive way towards our staff.
 - (o) We have become aware of a larger than usual number of declined **authorisation** attempts.
 - (p) We have good reason to believe that continuing to provide our service to you might give rise to a risk of any government, regulator or law-enforcement agency taking action against us or our **affiliates**.
 - (q) You have failed to make any **payment** due under, or failed to keep to any of the terms of, any other loan facility, security, guarantee or other commitment you may have with us or our **affiliates**.

- (r) You have not paid off any debts you owe by the due date, your debts have become immediately due (or could be declared immediately due), or any commitment relating to the debts has been withdrawn or cancelled.
- 18.2 We may suspend all or any of our **service** under the **agreement**, by giving you immediate written notice, if any of the following apply.
- (a) Any event listed in condition 12.2, condition 13.4 or condition 18.1 has happened
 - (b) Any **charges and fees**, or any other amounts you must pay us on demand under the **agreement**, have been missed or paid late two or more times in any six-month period.
- 18.3 You may end the **agreement** at any time by giving us at least 30 calendar days' notice in writing or by phone (using the latest address or phone number we have given for this purpose, including on our website or in the **Procedure Guide**). When we receive your notice, we may contact you to check your identity and complete the formalities needed to end the **agreement**. If you fail to give us notice to end the **agreement**, you will continue to be liable for any **charges and fees** which apply.
- 18.4 If we have a right to end the **agreement** but we continue to accept **transaction data** and **settle payments**, this will not prevent us from ending the **agreement** at a later date.
- 18.5 If you have not sent us any **transaction data** for 15 months (or more) in a row, we may end the **agreement** by giving you written notice, or change your **charges and fees** by giving you written notice. If you do not accept the new **charges and fees**, you can end the **agreement**.
- 18.6 If the **agreement** ends, any benefit or **additional services** linked to it will stop at the same time.
- 18.7 If the **agreement** ends, you must send us the **transaction data** for any **payment** you have already accepted within three **banking days** of the **payment**. You must not send us any **transaction data** for **payments** that you accept after the **agreement** has ended. If you send us any **transaction data** for **payments** taken after the **agreement** has ended, we will not process them and will not **settle** them.
- 18.8 You must continue to send us **transaction data** for refunds that take place after the **agreement** ends for **payments** taken before the **agreement** ends. The value of all **refunds** will continue to be due from you under condition (c) even after the **agreement** has ended.
- 18.9 If the **agreement** ends, you will continue to be liable to us for all obligations that arose before, or are related to **payments** made before, the date the **agreement** ends. This includes **chargebacks** and **refunds**.
- 18.10 We have the right to recover all amounts you owe us under these terms and conditions or any **additional service conditions**. If the **agreement** ends, this will not affect any of the conditions of the **agreement** which are intended to come into force, or stay in force, on or after the end of the **agreement**. This includes conditions 2, 3.2, 3.5, 3.7, 3.11, 3.16(d), 4, 5, 6, 7, 10, 11, 12.5, 13, 15, 16, 17, 18.7 to 18.13, 19, 20, 21, 22.4, 22.7, 22.9, 23, 24, 28, 30 and 31 of these terms and conditions.
- 18.11 If the **agreement** ends, you must stop displaying any promotional material that we have given to you and, if we ask you to, you must return the promotional material to us or destroy it. Your right to use our **intellectual property rights** will also end on the same day as the **agreement** ends.
- 18.12 Within 30 calendar days of the **agreement** ending, you must make sure that you return all copies of any software which you have or control that relate to the **agreement**. Or we may tell you to destroy them and you must confirm to us that you have done this and not kept any copies.
- 18.13 For the purpose of this condition 18, references to the **agreement** mean all or any part of it. If we end part of the **agreement**, the other parts of it will stay in force and you must continue to keep to all of your responsibilities under the parts still in force.

19 Confidentiality

- 19.1 You must treat the transaction data as confidential, and must not reveal or use it except where these terms and conditions say otherwise.
- 19.2 You must not use any information about our business unless you need to it to keep to your responsibilities under the **agreement**.
- 19.3 You must not keep a list of **cardholders, account holders**, card numbers or account numbers, other than to send us **transaction data**. You must not give or show any **transaction data**, any information in the **merchant application form**, or any other information relating to our business, to anyone other than your professional advisers and to your agents or subcontractors that we have approved (see condition 17).
- 19.4 Condition 19 does not prevent you from giving out any information which is public knowledge or from meeting a legal requirement to supply information.

20 Using information about you and your business

- 20.1 Except in the circumstances set out in condition 21 or in the **Barclaycard privacy notice**, we will not normally give or show information about you and your business to anybody else. For the purposes of this condition 20, 'information' means personal and financial information about you that we collect, use, share and store. This may include your name, address, date of birth, contact information, financial information, details about your health and lifestyle, employment details and device identifiers including IP (internet protocol) address. It also includes information about any other Barclaycard and Barclays products and services (or products and services provided by our partners) that you currently have, have applied for or have had in the past.
- 20.2 If you are a company or an organisation, the **Barclaycard privacy notice** applies to you as if you were an individual person, so far as the law allows.
- 20.3 You agree the **Barclaycard privacy notice** forms part of the **agreement**, and that we and you must keep to it. You must make sure that your employees, staff, agents, subcontractors or others acting on your behalf have seen the **Barclaycard privacy notice**, as it will also apply to any **personal data** we collect about them.

21 Data protection

- 21.1 We and you agree that in relation to **transaction personal data**, you are the **data controller** and we are the **data processor**.
- 21.2 We will be a **data controller** of **personal data** when it is processed in line with our **Barclaycard privacy notice** at <https://www.barclaycard.co.uk/business/privacy-and-cookie-policy>.
- 21.3 What **transaction personal data** we process in the course of performing our obligations under the **agreement**, and why we process it, is set out in Annex 2.
- 21.4 We will only process **transaction personal data**:
- for the purpose of meeting our obligations or exercising our rights under the **agreement**; or
 - as authorised by you;
- unless relevant law says otherwise. In this case, we will tell you about our processing (to the extent allowed by law).
- 21.5 By entering into the **agreement** you are confirming that you have all necessary permission, provided all necessary notices and done all other things required under the **data protection legislation** in connection with **personal data**, (including **transaction personal data**) that will be processed by us or our suppliers in the course of meeting our obligations under the **agreement**.
- 21.6 Unless we have your permission, or are required by any law or regulation, we will not disclose **transaction personal data** that we process on your behalf, or share it with any third party other than:
- our **affiliates**;
 - our suppliers (unless we have agreed otherwise for a new supplier, as set out in condition 21.8); or
 - any **card scheme** that needs the **transaction personal data** for us to meet our obligations under the **agreement** (as long as the **card scheme** provides at least the level of data protection and confidentiality we provide).
- 21.7 We will keep a list of our suppliers who can be given **transaction personal data** we have processed on your behalf. You can ask for a copy of the current list by emailing us at GDPRsubprocessors@barclaycard.co.uk. By agreeing to the terms of the **agreement** you authorise us to use the suppliers on that list.
- 21.8 If we intend to use a new supplier to provide any services, we will give you reasonable notice beforehand. If you object to us giving **transaction personal data** to that new supplier, you must give us notice (in line with condition 25(b) or (c), as appropriate), explaining why you object. We will discuss with you a way of finding a solution to address your objection. While you and we are discussing a solution, we can give the new supplier **transaction personal data** we process on your behalf.
- 21.9 You and we must, as soon as possible, give the other written details of any complaint, claim, request, unauthorised access, alteration or loss relating to **personal data** processed under the **agreement**, including details of any data protection rights that have been, or may have been, broken.
- 21.10 When we process any **transaction personal data** on your behalf, we will do the following.
- (a) Take reasonable steps to make sure any staff who may have access to the information are reliable and have the appropriate training, skills and expertise.
 - (b) Make sure any staff who may have access to the information have signed an appropriate confidentiality agreement.
 - (c) Take into account the nature of the processing, and apply appropriate security measures to protect the information.

- (d) Provide you with reasonable help you need when a person exercises any rights they have under **data protection legislation**.
 - (e) For **transaction personal data** which originates in the **EEA**, only transfer that information to countries outside the **EEA** if:
 - the European Commission has recognised the country as providing an adequate level of protection to **personal data**; or
 - the transfer is otherwise allowed under **data protection legislation**.
 - (f) For **transaction personal data** which originates in the UK, only transfer that information to countries outside the UK if either of the following apply.
 - The UK Secretary of State has recognised the country as providing an adequate level of protection to **personal data**
 - The transfer is otherwise allowed under **data protection legislation**
 - (g) Provide you with reasonable help (after taking account of the nature of the processing) we are required to provide to allow you to meet your legal obligations under certain aspects of **data protection legislation**.
 - (h) When the **agreement** ends for any reason, destroy all **transaction personal data** or transfer it to you (to the extent reasonably possible). We are entitled to keep a copy of the **transaction personal data**, but only for as long as necessary for us to keep to legal or regulatory requirements.
- 21.11 For the purposes of conditions 21.10(d) and (e) above, if we transfer **transaction personal data** to a country that is not considered to provide an adequate level of protection, we will put in place appropriate safeguards in line with the **data protection legislation**, which may include standard contract clauses. If you ask us to, we can give you information you reasonably need to assess the protection provided by the country transaction personal information is transferred to.
- 21.12 If we transfer **transaction personal data** to a **third party** under the standard contract clauses, the following will apply.
- (a) We are entitled to replace the standard contract clauses with any other appropriate safeguards.
 - (b) If there is any difference between the standard contract clauses and the **agreement**, the standard contract clauses will apply to the conflicting requirement.
 - (c) We and the **third party** must not disclose or provide access to **transaction personal data** in response to an **external request** unless we are required to do so by law. If we receive an **external request**, we must:
 - do everything reasonably possible to direct the person or organisation making the request to you (we may share your contact details for this purpose);
 - promptly tell you, unless the law prevents us from doing so, about the **external request** (if the law prevents us from telling you, we will use all lawful efforts to overcome this); and
 - use all reasonable efforts to challenge the **external request** on the basis of any legal weaknesses under the laws where the requestor is based, or any relevant conflicts with **data protection legislation**.
- 21.13 If you request it, we will appoint a competent external auditor (agreed to by you and us) to prepare a report to demonstrate that we are keeping to the **agreement**. In this case, the following conditions will apply.
- (a) Any report produced under this condition will be our confidential information.
 - (b) You will have to pay all the costs of the audit.
 - (c) The audit will be carried out during our normal business hours and without causing disruption to our business.
 - (d) The auditor must enter into an appropriate confidentiality agreement with us before the audit.
- 21.14 We will tell you as soon as is reasonably possible if, in our reasonable opinion, an instruction you issue in relation to **transaction personal data** breaks any **data protection legislation**, in which case you and we will discuss any amended instructions required in order to keep to the **data protection legislation**.
- 21.15 You agree to keep us and our **affiliates** indemnified (that is, not hold us responsible for, and compensate us for) all **losses** we suffer in connection with any action taken by any **third party** or any regulator (or other relevant authority) as a result of us following your instructions under the **agreement**, whether or not those **losses** could have been foreseen on or before the start date.
- 21.16 Regardless of anything else in the **agreement**, you and we may:
- combine, summarise and make anonymous any **personal data** and any other information provided by the other party; and

- use and disclose the resulting information to any person or organisation and for any purpose.

22 Data analytical services

- 22.1 From time to time we may provide you with **data reports**. These are confidential to you and must not be revealed to, used by or copied by anyone other than you and your **affiliates**, and must only be used for internal business purposes.
- 22.2 We can add or remove all or part of the **data analytical services** provided, or any product features, at any time.
- 22.3 We grant you and each of your **affiliates** the right to use the **data reports** for your own business purposes, including the right to display the **data reports** on a computer screen, tablet or smartphone for the purposes set out in the **agreement**. You cannot transfer this right and we can withdraw it at any time.
- 22.4 If you get our permission, you can download and print off extracts of the **data reports** for your internal business use, as long as you do not:
- alter the paper or digital copies of any materials you have printed off or downloaded; or
 - use any information contained within any report separately from any disclaimer that appears at the end of it.
- 22.5 We and our **affiliates**, and any relevant person or organisation who has granted us a licence (our licensors), own all **intellectual property rights** in and to the **data analytical services** and the information, data, materials, software or tools created or used by us, including the information in any **data reports**. You may not use any **intellectual property rights** without first getting written permission from us, our **affiliates** or our licensors (whichever applies).
- 22.6 Although the information in each **data report** has been prepared in good faith, **data analytical services** are provided to you 'as is' and without any assurance or guarantee.
- 22.7 We do not guarantee that the **data analytical services** or the **data reports** will meet your specific needs or that the services or reports are accurate, complete, reliable, current or error-free. If you use or rely upon the **data analytical services** or the **data reports**, or you make any decision or take any action based on the **data analytical services** and **data reports**, you do so at your own risk. Also, you are responsible for any **losses** resulting from you, your **affiliates** or any **third party** relying on the **data reports**, and you accept responsibility for your decisions and actions in response to the reports.
- 22.8 We do not accept any liability whatsoever for any direct or indirect **losses** arising from you:
- using the **data analytical services** or the **data reports** produced; or
 - relying on any information set out in the **data reports**.
- 22.9 You agree the following.
- (a) You are responsible for evaluating the accuracy, timing and completeness of any information or data delivered to you through the **data analytical services**.
- (b) We are not responsible for, and will not, check any data or information provided by you or any **third party**.
- (c) You confirm that you are satisfied, based on your own evaluation, that the **data analytical services** are suitable for you, and that you have not relied on any statement, assurance or warranty made by us, our **affiliates** or licensors.
- (d) The information we use to produce the **data reports** may not represent all available information as some data or content may be restricted, which prevents us from including it in the **data reports**. We are free to choose which information we use when producing the **data reports**, and you acknowledge that you understand the limited scope of the information we analyse when providing the **data analytical services**.
- (e) The **data analytical services**, **data reports**, and any information provided through the **data analytical services**, are not intended to supply investment, financial, tax or legal advice. Any reference to a particular investment or security, a credit rating, or any observation concerning a security or investment provided in the services, is not a recommendation to buy, sell or hold that investment or security or to make any other investment decisions. We do not provide advice about the nature, potential value or suitability of any particular security, transaction, investment or investment strategy.
- 22.10 You must not do the following.
- (a) Convert or deconstruct information and data, or try to recreate the data used to create the **data reports**. However, nothing in this condition prevents you from using your **personal data** as you see fit.
- (b) Redistribute, manage, control or provide access to the information to any other **third party** other than:
- as required for your and your **affiliates'** business purposes; or
 - as allowed under these terms and conditions.

23 Compliance and regulatory issues

- 23.1 You and we will have to take, or avoid taking, any action which would result in failing to meet any of the requirements referred to in condition 24.1(a) below.
- 23.2 If any requirement under the **agreement** involves both you and us, we or you must promptly give the other any relevant information for keeping to the requirement, and all reasonable help in connection with any investigation by a regulatory authority or **payment scheme**.
- 23.3 You must give us any information or documents you have (or control) which we need to keep to any court order or any request served on us under any laws or regulations (including the scheme rules) which apply and relate to any part of the **agreement**.

24 Warranties

- 24.1 We and you both promise and agree the following.
- (a) During the **agreement**, we and you will keep to (and you will not do anything that will cause the other not to keep to) all legal and regulatory requirements which apply (including the Consumer Credit Act 1974, **data protection legislation** and the Financial Services and Markets Act 2000) and all **scheme rules** that apply.
 - (b) We and you are correctly organised, have the necessary legal status and are in good standing under the laws of England and Wales (or, if it applies, the laws of the country your main place of business is in), and are authorised to enter into and meet the obligations of the **agreement**.
 - (c) You are authorised to enter into the **agreement** on your own behalf and on behalf of each of your **merchant outlets**, and are correctly qualified and licensed to do business in all the places you trade in.
 - (d) There are no legal actions or regulatory investigations underway or threatened (to the best of our or your knowledge) that might affect our or your ability to meet the obligations under the **agreement**.
 - (e) Keeping to the **agreement** will not cause you to break any other enforceable agreements you have entered into.
 - (f) All the information you have provided in connection with the **agreement** is true, accurate and complete.

25 Communicating with you

Any notice given under or in connection with the **agreement** must be in writing. For the purposes of any notice we send you, 'in writing' includes by letter, email or online method of communication. For the purposes of any notice you send us, 'in writing' means by letter only.

25.1 Written notices

- (a) We may send any written notice to your registered office, or to the latest email address or place of business we have for you. You must keep us up to date with your contact details, including your postal address, phone number and email address, at all times.
- (b) If you are an **EEA merchant**, you must send any written notice, for the attention of Barclaycard International Payments Limited, to:

Barclaycard International Payments Limited
One Molesworth Street
Dublin 2
DO2 RF29
Ireland

or to any other address we give to you.

- (c) If you are not an **EEA merchant**, you must send any written notice, for the attention of Barclays Bank PLC, to:

Barclaycard
Barclaycard House
1234 Pavilion Drive
Northampton
NN4 7SG

or to any other address we give to you.

- (d) Any notice sent by first-class post will be considered to have been received by 12 noon on the second calendar day after it was posted. Any notice sent by second-class post it will be considered to have been received by 12 noon on the third calendar day after it was posted.
- (e) If any notice is sent by email, and is sent before 5pm, it will be considered to have been received on the same **banking day**. If the email is sent after 5pm on a **banking day**, or at any time on a non-**banking**

day, it will be considered to have been received on the next **banking day**. In the case of notices we send to you, this condition 25 applies even if it is not delivered or is returned undelivered.

25.2 The **agreement** and all notices and other communications under it will be in English, except where required to be in a different language by law or when we agree otherwise.

25.3 Except when where we are sending you notice, we may contact you by phone.

26 Complaint procedure

26.1 We want to hear from you if you feel unhappy about the service you have received. Letting us know your concerns gives us the opportunity to put matters right for you and improve the service we provide to all our customers. You can complain in person by visiting our Barclaycard head office in Northampton, or you can complain in writing, by email or by phone. You can get details of our procedures for handling complaints by phoning 0800 161 5350 (**BB plc** customers) or 1800 812 700 (**BIP** customers) or going to www.barclaycard.co.uk/business/contact-us.

26.1 The postal addresses for **BB plc** and **BIP** are set out in condition 25.1. We may monitor or record calls to maintain high levels of security and to maintain the quality of our service.

26.1 If you are not happy with our final response to your complaint, the following will apply.

(a) **BB plc** customers

If you're a sole trader, a partnership of three or fewer partners, or an unincorporated association, you can ask the UK Financial Ombudsman Service to look into your complaint. Their contact details are shown below.

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
Website: www.financial-ombudsman.org.uk

If you're not eligible to complain to the Financial Ombudsmen Service, you may be able to take your complaint to the Business Banking Resolution Service. For more information, including details on eligibility criteria, visit the website at www.thebbrs.org/.

(b) **BIP** customers

If you're a sole trader, trust, club, charity, partnership or an incorporated body that had an annual turnover of €3 million or less in your previous financial year (and are not a member of a group of companies with a combined annual turnover of more than €3 million), you can ask the Irish Financial Services and Pensions Ombudsman to review your complaint. Their contact details are shown below.

Irish Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Phone: +353 1567 7000
Email: info@fspoi.ie
Website: www.fspoi.ie

27 Unenforceable terms

If any part of the **agreement** is or becomes illegal or cannot be enforced, that part will be considered to be deleted from the **agreement** and it will not affect the remaining parts of the **agreement**.

28 If we do not use our rights

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

29 Excluding third-party rights

No one other than you or us, or your or our **affiliates**, will have any rights to enforce the conditions of the **agreement** under the Contracts (Rights of Third Parties) Act 1999.

30 The full agreement

30.1 The **agreement** sets out the full contract between you and us, and replaces any previous agreements and understandings relating to the same or a similar service. No previous communications between you and us will form part of the **agreement**.

30.1 You can ask us for a copy of the **agreement** at any time.

31 Law

The **agreement** is governed by, and interpreted in line with, the laws of England and Wales. All disputes or legal actions arising in connection with the **agreement** must be dealt with in English courts.

Annex 1 – Details of processing

This Annex 2 gives certain details of the **transaction personal data** we process, and why, as required by the **data protection legislation**.

The type of data being processed	Cardholder details
Purpose of the processing	The transaction personal data shall be processed in order for us to provide our service under the agreement .
The type of the processing	Collecting, recording, organising, structuring, storing, using, transmitting or otherwise making available, aligning, combining, restricting, erasing or destroying transaction personal data
The duration of processing	The duration of the processing will be: <ul style="list-style-type: none">• the period of the agreement;• the period necessary to keep to our regulatory requirements; or• the period allowed in order to keep to with the requirements of a card scheme; whichever is longer.

Annex 2 – Template letter of adherence

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

OR

Barclaycard International Payments Limited
One Molesworth Street
Dublin 2
D02 RF29
Ireland

<<Date>>

<<Ref/card number>>

Letter of adherence

Merchant terms and conditions (the agreement)

Dear <<Sir/Madam>>

We are writing to you about the agreement set out above, dated <<DD/MM/YYYY>>, which is between <<Company name>> (the company) and either Barclays Bank PLC (if your registered office is in the UK) or Barclaycard International Payments Limited (if your registered office is outside the UK).

We are an affiliate of the company (as defined in the agreement) and will keep to the conditions of the agreement as if we were the company.

We acknowledge and agree the following.

- a) Any liability Barclays Bank PLC or Barclaycard International Payments Limited (as appropriate) and their affiliates have to the company and us in connection with the agreement will be included in, and count towards, the maximum liability set out in condition 13.2 of the merchant terms and conditions.
- b) Notices that need 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 25.
- c) We accept any changes to the agreement that are agreed by the company.

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

We agree to keep to the agreement where it applies to us, but only in relation to the merchant services you provide to us, as if we had signed the agreement ourselves.

Yours faithfully

.....

Signed for and on behalf of the affiliate

.....

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.

OR

.....

Signed for and on behalf of Barclaycard International Payments Limited.

Barclaycard International

Payments Limited agrees to be bound by the terms of the above letter.



Correct at time of printing (May 2023)

This information is available in large print, Braille and audio by calling 0800 161 5350 (UK) or 1800 812 700 (Europe/outside of the UK).

Calls to 0800 numbers are free from UK landlines and personal mobiles otherwise call charges may apply. Calls to 1800 numbers are free from ROI landlines and personal mobiles otherwise call charges may apply. Calls may be monitored or recorded in order to maintain high levels of security and quality of service.

Barclaycard is a trading name of Barclays Bank PLC and Barclaycard International Payments Limited.

Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 122702). Registered in England No. 1026167. Registered Office: 1 Churchill Place, London E14 5HP.

Barclaycard International Payments Limited, trading as Barclaycard, is regulated by the Central Bank of Ireland. Registered Number: 316541. Registered Office: One Molesworth Street, Dublin 2, Ireland, D02 RF29. Directors: James Kelly, Mary Lambkin Coyle, Steven Lappin (British), Peter Morris and David Rowe.

