



Barclaycard Smartpay Touch additional service conditions



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Smartpay Touch additional service conditions

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1 Introduction

- 1.1 Our digital point-of-sale solution will allow you to serve your customers, cutting queues, increasing efficiency while improving the customer experience. The **Smartpay Touch** will allow you to send payment data through to us for processing, as well as provide you with the ability to manage your products and track sales, including an online servicing tool for management information reporting and managing your account. These **additional service conditions** set out the terms and conditions on which we will provide the **Smartpay Touch** to you, together with the **operating manuals, procedure guide** and other parts of your **agreement** govern how we provide you the **Smartpay Touch**. By using the **Smartpay Touch** you agree to be bound by these **additional service conditions**.

2 Agreement and definitions

- 2.1 These **additional service conditions** add to and form part of your **agreement**. We have already given you the **merchant terms and conditions** and we will give you another copy if you request one in writing.
- 2.2 Any terms in bold in these **additional service conditions** which are not defined in these conditions will have the same meaning as the defined terms set out in the **merchant terms and conditions**.
- 2.3 The **merchant terms and conditions** will apply to this **additional service** unless they contradict a term or condition in these **additional service conditions**, in which case the relevant term or condition in these **additional service conditions** will take priority.
- 2.4 Any notice or communication sent by you or us in relation to this **additional service** must be sent in line with the **merchant terms and conditions**.
- 2.5 In these **additional service conditions** some words have particular meanings. These are set out below.

Ancillary equipment means amongst other items provided to **you**, any electrical accessories, cables, wires or 'Zip Zap' machines (or both) that may be necessary to facilitate the use of the **terminal**.

Card Reader means the payment acceptance terminal we provide to you as part of the **Smartpay Touch** solution. This **card reader** includes a SIM card and detachable battery.

Customer personal data shall mean **personal data** which it is necessary to hold, process, generate or otherwise use in connection with providing the **point of sale software**. Specifically: name, address, town / city, country, postcode, mobile phone number, secondary phone number, email, preferred store, preferred staff member, date of birth.

Data Protection Additional terms means the data protection terms which can be found at <https://www.barclaycard.co.uk/business/help-and-support/accepting-payments/taking-payments/resources>

Fair use policy means the policy implemented by us regarding your use of the **SIM card**, including without limitation, any **SMS bundles** included with your **package**.

Monthly direct debit date means the monthly date on which you must pay the **monthly rental fee** by direct debit, as set out in condition 12.5 of these **additional service conditions**.

Monthly rental fee means the monthly rental fee set out in the **merchant application form**.

Online portal means the online desktop software that is used by you for the purposes of management information, reporting and configuration of the payment transactions through **Smartpay Touch**.

Package means the product package chosen by you, as set out in the **merchant application form** and subject to these **additional service conditions**.

Point of Sale Software means the software (sometimes referred to as 'Register') which we (or our licensors) license to you as part of the **Smartpay Touch** which is for use in conjunction with the **card reader** only. You must download and install the **point of sale software** on your **card reader** to use this **additional service**.

Rental period means the minimum period agreed for renting the **Smartpay Touch** as set out in the **merchant application form**, which will start on the **start date**.

Scheme means a payment scheme or method which we approve, including Visa, MasterCard, Maestro and any other card scheme we approve for payment acquiring.

SIM card is provided as part of the **card reader** so that it can operate via a mobile data network. The **SIM card** is provided only for the purpose of delivery of payment transaction data to us.

Smartpay Touch means a merchant acquiring point-of-sale solution, which includes the **card reader** and **point of sale software** which you have hired from us.

SMS bundles means the bundle of SMS alert messages which can be sent from the **terminal** via the **online portal**, which may be included free of charge, depending on the **package** chosen by you, and shall be subject to our **fair use policy**.

Staff means your employees, agents, contractors, sub-contractors or any other **person** acting on your behalf.

Start date has the meaning given in condition 12.3 of these **additional service conditions**.

Terminal means the equipment described in the **merchant application form**, including any **ancillary equipment** provided.

3 Smartpay Touch Delivery and Installation

- 3.1 We will only deliver the **Smartpay Touch** to a business address which we have checked using electronic checks or documents you have provided.
- 3.2 The **Smartpay Touch** delivered to you may be new or reconditioned. We will deliver it to the delivery address that you give us (which must be a verified business address).
- 3.3 As we do not install **Smartpay Touch** at your premises:
 - a. you are responsible for making sure the **Smartpay Touch** is installed correctly in line with the **operating manuals, procedure guide** and all written instructions which apply, and is fully functioning in line with that information before you use the **Smartpay Touch**; and
 - b. you must install the **Smartpay Touch** at a suitable position in your premises to ensure the **Smartpay Touch** is not damaged or used by someone who is not unauthorised.

4 Getting set up to access Smartpay Touch

- 4.1 Once we have agreed to provide you with **Smartpay Touch** we will either email or post a welcome pack to you. The welcome pack will contain the information you need to know so that you can access and use **Smartpay Touch**.
- 4.2 To access and use **Smartpay Touch** you will have to:
 - a. agree to these **additional service conditions**;
 - b. accept delivery of the **Smartpay Touch**;
 - c. carry out a one-time activation and registration process using the registration details we provide to you in your welcome pack;
 - d. maintain a data connection to the **Smartpay Touch** for the purposes of synchronising information and processing payments, which shall include ensuring the appropriate internet network connection is maintained (being a minimum of 7Mbps download speed and 0.6Mbps upload speed).
- 4.3 You may be charged by your utility service provider for internet access and sending transaction-related data to us from the **Smartpay Touch**. These charges will be your responsibility.
- 4.4 You can access the **online portal** for **Smartpay Touch** using the log-in details provided when setting up the solution. The **Online Portal** can be accessed via **Smartpay Touch** and/or any internet enabled device.
- 4.5 If you decide to change the **package**, this may require a change of **card reader**, a new **agreement** being entered into by you and a change of merchant account number.

5 Using Smartpay Touch

- 5.1 You must keep to, and make sure that your **staff** keep to, any written instructions and training we give you in relation to the **Smartpay Touch**.
- 5.2 As you are renting the use of **Smartpay Touch** from us, you must:
- tell us the locations where the **Smartpay Touch** is used in the **merchant application form**;
 - not hire or sell any **Smartpay Touch** or use it as security or allow any **Smartpay Touch** to leave your premises (unless you have informed us of these locations as per 5.2(a) above in the **merchant application form**);
 - not allow anyone else, other than you and your **staff**, to use the **Smartpay Touch**;
 - make sure that bailiffs do not seize the **Smartpay Touch**;
 - tell us and get our written permission beforehand if you want to move any **Smartpay Touch** to another location from the one you have told us about, in line with condition 5.2(a) above.
- 5.3 You must:
- if applicable, only use the imprinter and sales vouchers in the way and circumstances described in the **operating manuals** and the **procedure guide**;
 - make sure that you only use, or allow the use of the **Smartpay Touch** with, the types of **cards** that the **Smartpay Touch** accepts (we will tell you which types of **cards** the **Smartpay Touch** accepts in the **procedure guide** or the **operating manuals** (or both) or at any other location we may tell you about);
 - make sure that you and your **staff** only use, or allow the use of, any **Smartpay Touch** for the functionalities set out in the **operating manuals**, the **procedure guide** or as we may otherwise tell you;
 - make sure that you give your **staff** suitable training before they use any **Smartpay Touch** so that they can use it correctly in line with these **additional service conditions**, the **operating manuals** and the **procedure guide** and make sure that you give your **staff** further suitable training in relation to any updates or changes to the **Smartpay Touch** we tell you about;
 - provide and maintain all power and telephone connections and transmission links for each **Smartpay Touch** in line with our instructions, the **operating manuals** and the **procedure guide**;
 - not manually enter those **cards** which you are not allowed to be manually entered into **Smartpay Touch** (we will give you this information);
 - regularly undertake a proper back-up routine, maintaining all back-up copies in a secure environment. Your historic stock data, which is stored by the **Smartpay Touch** (in the device) will only be stored for a period of twelve (12) months. The stock data will be deleted at the end of this period but shall be held in the **online portal** for the duration of your rental of **Smartpay Touch**. Please ensure that you export this stock data from the stock history report from time to time to avoid any loss of data and in any event, prior to the termination or expiration of your use of **Smartpay Touch** and the **online portal**;
 - update your password regularly, along with any “remember me” type functions;
 - avoid accessing the **online portal** on any public or shared computers; and
 - not remove the battery or the **SIM card** in the **card reader** unless we instruct you to do so.
- 5.4 If the **card reader** is not going to be used for a long period of time you should fully charge the **card reader** by turning it off. Make sure you carry out a full shut down as opposed to letting the device move into standby, which will continue to deplete the battery.
- 5.5 Subject to condition 10.6, you may use **Smartpay Touch** with approved third party software.
- 5.6 When the **card reader** is not in use, we recommend you always keep it located in the base station (cradle) and ensure the base station is connected to a power source. You can charge the **card reader** directly using the cable provided, however we recommend using the base station whenever possible.
- 5.7 From time to time, the **card reader** or **point of sale software** may be updated, either automatically or with notice. Where applicable, we will aim to give you as much notice as possible in order to update the **card reader** or **point of sale software**.
- 5.8 You agree that those names, trademarks or other branding on the **Smartpay Touch** and all goodwill associated with the **Smartpay Touch** belong to us or our licensors and you will not use them in any way without getting our (or our licensors) written permission beforehand.

- 5.9 The conditions relating to our **intellectual property rights** included in the **merchant terms and conditions** will apply to this **additional service** as well as your use of any names, trademarks and **intellectual property rights** in relation to the **Smartpay Touch**. We will tell you in writing beforehand which names or trademarks to use on or in relation to the **Smartpay Touch**. You must only use the names and trademarks in the form and in the way we tell you. You must not remove or alter any names or trademarks appearing on the **Smartpay Touch** unless we agree otherwise with you in writing.
- 5.10 You agree:
- to use the **Smartpay Touch** in line with these **additional service conditions, procedure guide** and **operating manuals** at all times;
 - not to modify, reverse engineer or try to get round the security measures included in the **Smartpay Touch**; and
 - to provide and maintain all power transmission links, excluding the **SIM card** which we have provided, for the **Smartpay Touch** in line with our instructions and the **operating manuals**.
- 5.11 You agree to give the **cardholder** a receipt, if they request one, for any **card payment** you take in line with the requirements set out in the **procedure guide** and the **operating manuals**.
- 5.12 The terms of this **agreement** will apply to any **ancillary equipment**, unless you have signed a separate agreement for that equipment, in which case the terms of that other agreement will apply to its use.

6 Using the Point of Sale Software

- 6.1 Use of the **point of sale software** is permitted in line with the following conditions:
- You must install the **point of sale software** as per the instructions in the **operating manuals** and **procedure guides**;
 - The **point of sale software** may include third-party software, copyrighted material, or other licences may apply;
 - Unless you're allowed by law, or under the **merchant terms and conditions** or these **additional service conditions**, you must not modify or reverse engineer the **point of sale software** (to find out how it works in order to copy it);
 - We may allow you to upload or store information such as names or contact information. If you do provide personal information, you guarantee you have permission to do this from the person whose information it is, and have only given us the information we need in order to process that information;
 - In addition to the **Data Protection additional terms** which are annexed to the **merchant terms and conditions**, you acknowledge and agree that for any **customer personal data** that you upload to the **online portal** that:
 - You are the **data controller** of the **customer personal data**;
 - You retain control of the **customer personal data** and remain responsible for its compliance obligations under the **Data Protection Legislation**, including but not limited to, providing any required notices and obtaining any required consents; and
 - The **Data Protection additional terms** apply to **customer personal data** as they would **transaction personal data**. The **customer personal data** shall be processed as requested by you for us to provide the **point of sale software** under the **additional service conditions** for customer relationship management for so long as you rent the **Smartpay Touch** from us;
 - We have the right to change or update the **point of sale software** at any time. Once we've introduced a new version of the software, we will not support the previous version unless we agree otherwise. Depending on the change or update, you may not be able to use the **point of sale software** until you've downloaded the latest version and, if applicable, accepted any new terms.

7 Use of the SIM Card

- 7.1 A **SIM card** is provided to you for the purpose of and in connection with the use of **Smartpay Touch** only. You undertake and agree that you shall use the **SIM card** only for the purpose for which the **SIM card** is provided and in accordance with the terms of these **additional service conditions**.
- 7.2 Use of the **SIM card** is permitted in line with the following conditions:
- GSM data (circuit switched data), GSM voice and SMS mobile originate messaging shall not be permitted and you shall not configure the **card reader** to permit such usage. You shall not use the **SIM card** provided to you with GSM data, GSM voice or SMS messaging;

- b. We cannot guarantee wireless coverage or roaming capabilities at every geographical location in the United Kingdom nor do we guarantee uninterrupted availability of all or any third party wireless network(s) in that geographical location. Quality and availability of the mobile network and/or the relevant third party wireless network(s) may be affected by factors outside of our control, or our supplier's control, including but not limited to physical obstructions, atmospheric conditions, capacity related issues, other causes of interference and other technical faults, including other technical changes with any third party wireless network(s) or other telecommunication networks that form part of the mobile network;
 - c. If a **SIM card** is lost, stolen, damaged, tampered with or misused in any way, you must notify us promptly so that we can suspend and/or deactivate the **SIM card**. You will remain liable for all service charges incurred for any use of the **SIM card** until we have suspended and/or deactivated the relevant **SIM card**. We reserve the right to charge you for issuing a replacement **SIM card**;
- 7.3 The **SIM card** is provided to you as part of **Smartpay Touch** and is subject to our **fair use policy**. You may only use the **SIM card** for the purposes of using the **Smartpay Touch**. You should not attempt to use the **SIM card** and its data allowance for any other means. If we are made aware or reasonably believe that the you have used the **SIM card** within the **card reader** or with any other device for data services not linked to **Smartpay Touch** you will be liable for the additional charges of using that data. If we reasonably believe that the **SIM card** is being used excessively or greater than 100MB per **SIM card** data allowance per month, we may be required to charge you additional fees for such use.
- 7.4 The **SIM card** must only be used in the United Kingdom. If you wish to use **Smartpay Touch** outside of the UK, please speak with our Customer Services Department on 0800 161 5343 in order for us to assess whether this is possible and what additional charges may apply.
- 7.5 If you use the **SIM card** outside of the UK:
- a. You will not receive any notification of the cost of roaming via the **SIM card**; and
 - b. You will be liable for any additional roaming charges for that may apply outside of the UK.

8 Insurance

- 8.1 We recommend that keep each item of the **Smartpay Touch** insured for at least £400 against all loss and damage.
- 8.2 If we request, you must give us the details of any insurance policy which covers the **Smartpay Touch**.
- 8.3 Irrespective of the insurance you choose to take out, you will be liable for any loss or damage to the **Smartpay Touch** in line with condition 9 below.

9 Faults, Damage, Theft and Loss

- 9.1 You and your **staff** must not move or alter, or try to repair or do maintenance work on any **Smartpay Touch** without first getting our written permission.
- 9.2 You will be expected to use reasonable care to keep the **Smartpay Touch** clean and protect it from damage or loss.
- 9.3 You must tell us immediately in writing about any problems with any **Smartpay Touch** immediately, for example, if the **terminal** is faulty, damaged, lost or stolen. You must allow anyone acting on our behalf to come to your premises at reasonable times for any reason to do with any **Smartpay Touch**.
- 9.4 We will assess the condition of any **Smartpay Touch** you have told us about in line with condition 9.3 above and may repair or replace the relevant **Smartpay Touch**, depending on what we think is necessary.
- 9.5 If we stop maintaining the relevant type of **Smartpay Touch**, if we believe it no longer meets our current functional or technological standards or if any **scheme** says we must change or replace it, any replacement **Smartpay Touch** we provide will be of at least an equivalent standard and will be charged at the same **monthly rental fee** as the **Smartpay Touch** we replaced.
- 9.6 Subject to condition 10, if we decide that **Smartpay Touch** needs to be replaced or repaired because of a fault with it (not caused by you or anyone acting on your behalf), we will be responsible for the cost of the repair or replacement. If we decide any **Smartpay Touch** (or any peripherals licensed to or purchased by you) needs to be repaired or replaced for any other reason or if it the **Smartpay Touch** (or any peripherals) are lost or stolen, you will be responsible for the cost of the repair or replacement.

- 9.7 If you are responsible for the cost of repairing or replacing any **Smartpay Touch**, we will tell you and we will debit your bank account with the cost of the repair or replacement, including our costs of coming to your premises to assess the condition of the **Smartpay Touch**.

10 Quality

- 10.1 We warrant to you that from the **start date** and for the duration of this **agreement**, the **Smartpay Touch** will be free from defects in workmanship.
- 10.2 As far as is allowed by law, we disclaim all warranties, conditions or other terms, express or implied (including warranties of satisfactory quality and fitness for particular purpose) in relation to the **Smartpay Touch** and these **additional service conditions**.
- 10.3 Without affecting condition 10.4 below, we will assess the condition of the **Smartpay Touch** and, subject to condition 9.6, if it is faulty, we will repair or replace it if:
- You contact us within a reasonable time of discovering that the **Smartpay Touch** does not keep to the warranty set out in condition 10.1; and
 - You return the **Smartpay Touch** to us.
- 10.4 Any **Smartpay Touch** repaired or replaced under condition 10.3 will continue to be covered by the original warranty set out in condition 10.1. We will be responsible for the cost of the repair or replacement.
- 10.5 We will not be liable for failure of the **Smartpay Touch** to keep to the warranty set out in condition 10.1 if:
- The fault arises because you failed to follow our verbal or written instructions or the **operating manuals** relating to storing, using and maintaining the **Smartpay Touch**;
 - Any damage caused to the **Smartpay Touch** is caused by improper installation, connection or malfunction of a third party peripheral device (such as a printer, optical drive, network card or USB device) not approved by us or an authorised third party;
 - You (or a third party) tried to alter or repair the **Smartpay Touch** without our written permission; or
 - The fault arises as a result of fair wear and tear, deliberate damage, negligence, or abnormal storage or working conditions.
- 10.6 As set out in condition 6 above, we (or our authorised suppliers) may download software updates to you, which you must accept. Any additional software which is downloaded by you or integrated with by a third party provider, which is not already pre-installed on the **Smartpay Touch** or provided as an update by us (or our authorised suppliers), is done solely at your risk.
- 10.7 If we repair or replace your **Smartpay Touch** for you free of charge and then discover that the fault arose in line with condition 10.5, we will have the right to charge you a fee to cover the cost of repairs or the replacement **Smartpay Touch**, and the delivery cost.
- 10.8 These **additional service conditions** will apply to any repaired or replacement **Smartpay Touch** we supply.

11 Your other responsibilities, duties and warranties

- 11.1 You will:
- Hold the **Smartpay Touch** on a fiduciary basis as our bailee meaning, in plain English, that you will have possession (but not ownership) of the **Smartpay Touch**, you will need to keep it safe and you must follow any instructions we give you about the **Smartpay Touch**;
 - Not remove, deface or obscure any identifying mark (including on any packaging) on or relating to the **Smartpay Touch**; and
 - Maintain the **Smartpay Touch** in a satisfactory condition.
- 11.2 Ownership of the **Smartpay Touch** remains with us. However, risk in the **Smartpay Touch** will always pass to you immediately on delivery.
- 11.3 As well as our rights in the **merchant terms and conditions**, we may withhold, or debit from your bank account, a **payment** if we become aware, or reasonably suspect, that:
- The **payment** was not genuine;
 - The **payment** was for an illegal transaction; or
 - The **payment** does not in some other way constitute a **payment**.

11.4 You **warrant** that your computer hardware, software and operating systems are compatible with and are able to use this **additional service** in line with your **agreement** at the **start date** and throughout the entire term of this **additional service**.

12 Our Charges

- 12.1 You must pay us any relevant **charges and fees** in relation to this **additional service**, together with any other **charges and fees** due under your **agreement**, including without limitation, any VAT relating to this **additional service** as listed in the **merchant application form**. You confirm you have read and understood these **additional service conditions**, including without limitation the **merchant application form**, and agree to all **charges and fees** relating to this **additional service** which apply and other important information relevant to the **Smartpay Touch** and this **additional service**.
- 12.2 We will bill you for all **charges and fees** arising from or in relation to this **additional service** along with the other **charges and fees** due under your **agreement**.
- 12.3 You will need to pay your **monthly rental fee** for each calendar month during which you have the **Smartpay Touch**, in line with these **additional service conditions**. The date on which we deliver the **Smartpay Touch** to you, in line with these **additional service conditions**, is the date when this **additional service** begins (the '**start date**').
- 12.4 If the **start date** is between the first day and the 22nd day of a calendar month, you must pay your first **monthly rental fee** by direct debit on the tenth day of the calendar month after the calendar month in which the **start date** falls. If the **start date** falls after the 22nd of a calendar month, you must pay your first **monthly rental fee** by direct debit on the tenth day of the second calendar month after the calendar month in which the **start date** falls.
- 12.5 You must pay future **monthly rental fees** by direct debit every month on the same day of the month as your first **monthly rental fee** was due ('**monthly direct debit date**') unless we agree otherwise with you in writing. If the **monthly direct debit date** falls on a day that is not a **banking day** in any calendar month, you must pay the **monthly rental fee** on the next **banking day**.
- 12.6 If you are based in the UK, you will pay **VAT** as well as the **charges and fees** at the rate which applies which each **monthly rental fee** is due. The **VAT** rate which applies at the time of these **additional service conditions** take effect is set out in the **merchant application form**. However, this rate may change from time to time. If you are based outside of the UK, you alone are responsible for the accounting and payment of any value added tax, sales tax or other tax which may apply.

13 Limitations on our liability

- 13.1 The exclusions and limitations on our liability set out in the **merchant terms and conditions** also apply to exclude and limit our liability in relation to this **additional service**.
- 13.2 As well as the limitations and exclusions on our liability set out in the **merchant terms and conditions** we will not be liable to you if we are unable to fulfil our obligations under these **additional service conditions** or any part of this **agreement** as a result of anything beyond our reasonable control. This includes but is not limited to:
- Any break in power supply beyond our (or our authorised representative's) reasonable control;
 - Any outage which we may tell you about; or
 - Any reduced level or failure to provide any of the services caused by any third-party service provider, including without limitation, our authorised suppliers, software providers, broadband and/or mobile operators.
- 13.3 As well as the limitations and exclusions on our liability set out in the **merchant terms and conditions** we will not be liable to you for any **losses** you or anyone else suffers arising from or in connection with you or anyone else (acting for you) installing the **Smartpay Touch**.
- 13.4 The indemnities (meaning, in plain English, a reimbursement of losses) you give us in the **merchant terms and conditions** will cover all **losses** we suffer which may arise as a result of any act or failure to act on your part or on your behalf in relation to this **additional service**.
- 13.5 Any claim you want to make against us in relation to this **additional service** is limited in the same way as set out in the **merchant terms and conditions**.

14 Changing these additional service conditions

- 14.1 We may change all or any part of these **additional service conditions** at any time in line with the **merchant terms and conditions**.

15 Suspending or ending this additional service

- 15.1 We may suspend or end all or any part of this **additional service** at any time in line with the **merchant terms and conditions**. You may end this **additional service** at any time in line with the **merchant terms and conditions**.
- 15.2 As well as our rights to suspend or end this **additional service** set out in the **merchant terms and conditions**, we have the right to suspend or end all or any part of this **additional service** at any time, with immediate effect and without telling you first, if:
- You fail to keep to, or we reasonably suspect that you have failed to keep to, these **additional service conditions**; or
 - Extraordinary circumstances arise which affect our ability to provide this **additional service**.
- 15.3 If the **services** under the **merchant terms and conditions** are suspended or ended, this **additional service** will also be suspended or ended (whichever applies), unless we agree otherwise with you in writing. If this **additional service** is suspended or ended, the rest of your **agreement** will stay in force. If this **additional service** is partly ended or suspended, the rest of this **additional service** will stay in force.
- 15.4 Your data shall be available to download for a period of thirty (30) days from the date of termination of this **additional service**. After this date, your data will not be recoverable from the **Smartpay Touch**.

16 After the end of this Additional Service

- 16.1 If your **agreement** or these **additional service conditions** end, you must return the **Smartpay Touch** to us.
- 16.2 If this **agreement** ends in accordance with condition 15:
- You** must return the **Smartpay Touch** to **us** within 28 days of the day on which this **agreement** ends;
 - If **you** do not return the **Smartpay Touch** to us in accordance with condition 16.2(a) **you** will consent to **us** and anybody acting for us to enter **your** premises and remove the **Smartpay Touch**. **You** will pay on demand the cost incurred by **us** in recovering the **Smartpay Touch** in accordance with this condition 16.2(b);
 - If **you** do not return the **Smartpay Touch** to **us** in accordance with condition 16.2(a) and if within 40 days of the day on which the **agreement** ends **you** do not consent to allowing **us**, or anybody acting for **us**, to recover the **Smartpay Touch** from your premises in accordance with condition 16.2(b), **you** will pay **us** on demand our estimate of the value of any **terminals we** have not recovered;
 - Until **we** have all the **terminals** in **our** possession:
 - You** will continue to be liable to **us** for all **monthly rental fees** that are payable under this **agreement**; and
 - Conditions 4 (Getting set up to access Smartpay Touch), 5 (Using Smartpay Touch), 6 (Using the point of sale software), 7 (Use of the SIM card), 8 (Insurance), 9 (Faults, damage, theft and loss) and 13 (Limitations on our liability) will continue in full force.
- 16.3 If the **terminals** are lost or damaged, conditions 9.6 and 9.7 will apply to any repair or replacement that is necessary.
- 16.4 You must not send us any **transaction data** using the **Smartpay Touch** relating to **payments** that take place after these **additional service conditions** have ended.
- 16.5 If you need to get any **transaction data** from us after these **additional services** end (either to defend a **chargeback** or for any other purpose), you must write to us with your request and we may charge you for each request.

16.6 When this **additional service** ends, it will not affect:

- a. Our or your rights or responsibilities which have arisen before it ends;
- b. The coming into force or continuation in force of any condition in these **additional service conditions**, which is (whether expressly or not) intended to come into force or continue in force on or after this **additional service** ends, including condition 9 of these **additional service conditions** which will continue after these **additional service conditions** end.

17 Law

These **additional service conditions** are governed by the laws of England and Wales. You and we agree that any disputes relating to these **additional service conditions** will be dealt with by the courts of England and Wales, unless we decide to bring proceedings in any other court able to hear the dispute in any other state or country, whether at the same time or not.

18 Complaint procedures

We want to hear from you if you feel unhappy about the service you have received from us. Letting us know your concerns gives us the opportunity to put matters right for you and improve our service to all our customers. You can complain in person by visiting our Barclaycard head office in Northampton, in writing, by email or by phone. You can get details of our procedures for handling complaints from our Customer Services Department by contacting them on **0800 161 5343** or at www.barclaycard.co.uk/paymentacceptance. Calls may be monitored or recorded to maintain high levels of security and quality of service.

This information is available in large print, Braille and audio by calling your Acquirer on either 0800 1615350 (Barclaycard Payment Solutions) or 1800 812700 (Barclaycard International Payments).

Calls to 0800 numbers are free from UK landlines and personal mobiles, otherwise call charges may apply. Please check with your service provider. Calls may be monitored or recorded in order to maintain high levels of security and quality of service.

1 Churchill Place, Canary Wharf, London E14 5HP Barclaycard is a trading name of Barclays Bank PLC and Barclaycard International Payments Limited.

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