

Terms and Conditions for Card Payment Services

These Terms set out the basis upon which you may join Clear Business Card Payment Services.

Your Clear Business Membership Contract

You, the member, agree to be bound by these General Terms and Conditions ("Terms") and any rules, guides or notices issued from time to time by us, Clear Business. You acknowledge that acceptance for membership shall be dependent upon receipt by Clear Business and/or its Suppliers of satisfactory bank references and the results of an independent credit check.

Interpretation: In this Agreement, unless otherwise stated:

Acquiring Bank means a bank or financial institution with which Clear Business partners and which enables the member to accept debit or credit card transactions.

Affiliated Companies means any holding company or subsidiary of ours or any company which is a subsidiary of a holding company of ours and "holding company" and "subsidiary" have the meanings set out in section 1159 Companies Act 2006.

Clear Business or "us" or "we" means Inspire Payment Services Limited of No 1 Dovecote, Old Hall Road, Sale, M33 2GS.

Agreement means your signed Membership Contract order form along with these Terms.

Services means the services provided by Clear Business to you as set out on your Membership Contract order form.

Business Day means any day from Monday to Friday, except any Bank Holiday or public holiday.

Supplier means any supplier used by Clear Business to provide Equipment and/or Services to members, including but not limited to the Acquiring Bank.

Equipment means the payment terminal(s) and associated items, SIM card and any other Equipment provided to you by Clear Business Payments as described on your Membership Contract order form.

Supplier Terms and Conditions means the Supplier terms and conditions applicable to the Equipment and/or Services supplied to you by us and available at www.clearbusiness.co.uk.

In this Agreement, unless otherwise stated, references to any Act or provision of any Act include the Act or provision as from time to time amended, extended or re-enacted.

1. Membership

- 1.1 Your membership of Clear Business shall be governed by these Terms and any rules, guides or notices issued by us from time to time.
- 1.2 When you apply for membership, you confirm that all details provided by you are true and accurate. We reserve the right at our sole discretion to refuse to accept your application or to grant it conditionally.
- 1.3 Membership fees are payable by monthly Direct Debit in advance and are payable from the date your account is approved.
- 1.4 Membership of Clear Business is specific to you and you shall not transfer or assign your rights and/or obligations.
- 1.5 All transactions between us are business to business transactions to which the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional

Charges) Regulations 2013 and the Consumer Protection (Amendment) Regulations 2014 do not apply.

- 1.6 You must tell Clear Business 30 days in advance if practicable or in any case promptly if you change your name, address, legal status or business activity, or if you plan to close or sell any outlet, or if your business ceases to trade, or if you have bankruptcy or insolvency proceedings brought against you, or you go into liquidation or any similar event.

2. Services

- 2.1 The Services that Clear Business provide, or introduce to you, may be provided in such a manner as Clear Business and/or the Suppliers in our sole discretion deem appropriate and in the event of Clear Business or the Supplier considering that a change in the Services is required, then you hereby agree that such changes may be made.
- 2.2 Clear Business shall have sole discretion in the appointment of Suppliers, and we may change one or all Suppliers during the membership period.
- 2.3 As part of your application Clear Business will work with Acquiring Bank to provide a payment processing account. You will sign and be bound by the Acquiring Bank's terms and conditions as part of your membership application.
- 2.4 This Agreement is independent of any agreement with your Acquiring Bank. The contractual terms and cooling off periods may differ between this Agreement and your agreement with the Acquiring Bank.
- 2.5 You must refer to and are bound by the Supplier Terms and Conditions.
- 2.6 We may from time to time offer to you new services which you may be asked to accept either in writing or by electronic digital signature. Such services will be Services and supplied subject to these Terms unless agreed otherwise.
- 2.7 We will endeavour to provide Services, repairs and replacements by the date agreed with you but all dates are estimates only.
- 2.8 We may suspend the Services (or any part thereof) for technical, operational or other reasons; as a result of a request from a government authority; if you have not paid an invoice 14 days or more after payment was due; if we reasonably believe you are failing to use the Services in accordance with these Terms; or if you have not used the Services and/or Equipment for a period of six (6) months.
- 3.1 Title to Equipment shall remain at all times with Clear Business and/or the Supplier (as relevant) and for the avoidance of doubt, title to the Equipment shall not transfer to members at any point.
- 3.2 Equipment is supplied by Clear Business but it is your responsibility to install the Equipment.
- 3.3 You must ensure, at your expense, that your premises is suitable for the Equipment, including that there is a mains power point within 2 metres of the Equipment and a telephone

connection/broadband/wifi/GPRS as is required from time to time.

- 3.4 We will not have to deliver the Equipment until we have all the information we need to configure the Equipment.
- 3.5 We will make three attempts to deliver the Equipment to your premises. If we're required to make any further attempts to deliver the Equipment, we'll charge a delivery fee.
- 3.6 It is your responsibility to return Equipment to us when we ask (and we will only ask for the purposes of carrying out our rights or duties under this Agreement). When this Agreement ends, we'll confirm whether the Equipment is to be returned to us or disposed of (in accordance with clause 3.7). This will not affect your rights on cancellation of this Agreement.
- 3.7 You are responsible under Regulation 9 of the Waste Electrical and Electronic Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any Equipment supplied under this Agreement that has become waste electrical and electronic Equipment ("WEEE").

We acknowledge that for the purposes of Regulation 9 this clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling, and environmentally sound disposal of WEEE. You are responsible for any information recording or reporting obligations imposed by the WEEE Regulations.

You will indemnify us against any third-party claims or legal proceedings brought or threatened against us which would not have been caused or made if you had carried out your express or implied obligations under this clause or in connection with the WEEE Regulations.

4. Confidentiality and use of your information

- 4.1 You and we shall, subject to clause 4.2, keep confidential all confidential information about each other obtained under or in connection with this Agreement. Each of us may disclose the other's confidential information to our officers, employees, advisers, subcontractors and contractors that need to know the relevant confidential information to enable the provision or receipt of the Services, provided that we procure that each such person to whom the confidential information is disclosed complies with the obligations set out in this Agreement as if they were you or us.
- 4.2 You accept that we may from time to time disclose such information as we consider necessary to credit reference agencies and Suppliers where it may help Suppliers make credit decisions, and to disclose such information as we consider necessary for fraud prevention, tracing debtors or to comply with any laws or regulations.
- 4.3 You confirm:
 - a) that you have read our privacy policy (available at clearbusiness.co.uk/privacy-policy) which forms part of these Terms; and

- b) that you do not object to the use and sharing of your personal data, including your contact details, as explained in the privacy policy.
- 4.4 Full details of how we may use your personal data can be found in our privacy policy.
- As a summary, however, we may use your information to:
- (a) provide the Services you have requested including operating and managing your account;
 - (b) identify you if you call us about your account;
 - (c) charge you for the Services we provide;
 - (d) comply with our legal and regulatory obligations;
 - (e) contact you by email, SMS, letter, telephone or in any other way about the Verastar Group's and selected third parties' products and services (unless you have asked us not to or haven't provided your consent where required);
 - (f) search credit reference agencies or fraud prevention agencies;
 - (g) identify, prevent, detect or tackle fraud, money laundering or other crimes.
- 4.5 If you do not wish to receive direct marketing from us or our group companies, you can let us know at any time by emailing us on dataprotection@verastar.co.uk or by writing to us at Inspire Payment Services Limited, No. 1 Dovecote, Old Hall Road, Sale, M33 2GS or by any other means set out in our privacy policy.

5. Liability

- 5.1 We shall not be liable to you in respect of any failure by our Suppliers to perform their obligations in either the provision of the Services or the supply of Equipment.
- 5.2 All transactions, including, for the avoidance of doubt, card not present transactions, are taken at your own risk.
- 5.3 It is your responsibility to complete PCI compliance forms on an annual basis and you understand the potential charges should you fail to do so.
- 5.4 If we are at fault in any way, our sole responsibility is to correct any fault and under no circumstances shall we be liable for any other loss or damage including (without limitation), loss of revenue, loss of profit, loss of business, loss of anticipated savings, loss of goodwill, loss of reputation, loss of opportunity, loss of or damage to data, wasted management, operational or other time, or any indirect or consequential loss or damage, or punitive damages.
- 5.5 If any Equipment supplied by us under this Agreement shall prove to be defective in any way our sole responsibility is to, at our discretion, repair or replace the defective Equipment and under no circumstances shall we be liable for any other loss or damage, including (without limitation) indirect, consequential or economic loss or damage.
- 5.6 In the event of a breach by you of any of these Terms or any other terms to which you have agreed in the course of receiving the Services, then you agree to indemnify us and keep us indemnified against any liability, loss or damage, claim cost or expense which we may incur directly or indirectly as a result of your breach.
- 5.7 Our maximum liability to you under or as a result of this Agreement howsoever caused shall be limited to the sums paid by you to us under this Agreement in the 6 months prior to the date the claim arose. Nothing in this Agreement will limit a party's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.

6. Payment

- 6.1 Payment will be monthly in advance by Direct Debit. You agree to pay Verastar Limited, our billing agent, any amounts due under this Agreement. Verastar Limited and we are members of the Clear Business group. Payment to Verastar Limited is good and sufficient discharge of the debt.
- 6.2 If you fail to pay any amounts under this Agreement, we may suspend Service until payment is received in full.
- 6.3 Any overpayment made will be refundable up to 12 months from the date the overpayment was made. Thereafter no refund will be made.
- 6.4 If you do not pay Verastar Limited all invoiced amounts by the date shown on your invoice, you may be charged interest and fixed-sum charges (which vary depending on how much you owe) at the levels set out in the Late Payment of Commercial Debts (Interest) Act 1998 together with our reasonable costs.
- 6.5 Where we are unable to collect amounts due by Direct Debit, you will be charged an administration fee of £10 per month.
- 6.6 If Verastar Limited is e-billing, you will notify us of the email address and, if an e-billing account is used, you must keep your password secure and confidential. We may close your e-billing account at any time without notice if we have reason to believe that the account is being accessed or used in an unauthorised manner.
- 6.7 Any payments made by you to Verastar Limited, including payments for services other than the Services, may be applied by Verastar Limited as we deem appropriate, including to reduce debts owed by you to our Affiliated Companies.
- 6.8 Where we owe you a credit under this Agreement, we may set-off the credit against any amounts you owe us or our Affiliated Companies. You may not set-off any amounts you owe us against any amounts we owe you under this Agreement.

7. Ending this agreement

- 7.1 Clear Business may terminate this Agreement:
- (a) at any time by giving you at least one month's notice in writing;
 - (b) if you materially breach any of the Terms of this Agreement including, but not limited to (i) failing to pay any amounts due under the Agreement when they fall due for payment; (ii) failing to pay by Direct Debit (unless otherwise agreed); (iii) closing or moving your business without notifying us in writing;
 - (c) if you cease business; have bankruptcy or insolvency proceedings brought against you; make an arrangement with creditors (other than for solvent amalgamation or solvent reconstruction); a receiver, administrative receiver or administrator is appointed over any of your assets; you go into liquidation; a notice is given, a petition issued, a resolution passed or any other step is taken to start any of the above procedures.
- On termination by either party the early termination fees in your Membership Contract order form become due.
- 7.2 You may end this Agreement by giving 30 days' notice in writing. See your Membership Contract order form for details of your membership period and any early termination fees that are applicable.
- 7.3 Ending this Agreement will not affect any rights already accrued or any liabilities under these Terms.
- 7.4 You agree that the sums specified in section 2 of your Membership Contract order form represent a reasonable pre-estimate of our loss in the event you terminate your account early.
- 7.5 We may terminate this Agreement immediately in the event we believe that the information given to

us during your application was intentionally false, incorrect or misleading or if you are in breach of any of these Terms. We may also terminate this Agreement if we believe that termination is necessary to protect our interests, those of our Suppliers or other members or to comply with any legal or regulatory requirements.

- 7.6 In the event of termination under clause 7.5 we are entitled to recover from you all unpaid amounts due under this Agreement along with any early termination costs and costs should any equipment not be returned.

8. Alterations

- 8.1 We may from time to time alter any charges/fees or otherwise and alter any term of this Agreement. We will publish changed Terms at www.clearbusiness.co.uk and may give you notice in writing by email, by notice on a bill or by written letter.

9. Notices

- 9.1 You will serve any notice on us by posting it to or leaving it at our address shown at the beginning of this Agreement or any other address as we specify from time to time, or by emailing contracts@clearbusiness.co.uk.
- 9.2 We will serve notice on you by posting it to or leaving it at the address to which you ask us to send bills or your primary email address or, if you are a limited company, your registered office. This clause does not apply to notices given by us to you under clause 8.1.
- 9.3 If any notice, information or demand is served by post it will be treated as received by the other party at noon, two Business Days after it was posted.

10. Care and use of the Equipment

- 10.1 You must keep the Equipment in your possession or control at the outlet/s described on your Membership Contract order form and any other outlet/s that you have advised us of and we have agreed to. You must not remove or allow removal of the Equipment from the outlet/s without our prior consent, except in an emergency.
- 10.2 You must tell us where the Equipment is within seven Business Days after you receive a request in writing to that effect from us.
- 10.3 You must keep the Equipment safe and secure and comply with the operator instructions.
- 10.4 You may only use the Equipment with accessories and consumable supplies that we have approved.
- 10.5 You must make sure that all persons who use the Equipment have received suitable training.
- 10.6 You shall return the Equipment to Clear Business on termination of the Agreement or at the end of the term of the Agreement.
- 10.7 You agree to indemnify Clear Business for any damage caused to the Equipment up to the value of £350 plus VAT per device.

11. Insurance

- 11.1 You must insure the Equipment and keep it insured with a reputable insurer to the insurable value of £350 per device. If the Equipment is lost or damaged whilst in your possession the full replacement cost of up to £350 per device will be payable to Clear Business.

12. Installation, replacement, additional on-site maintenance

- 12.1 You will be responsible for the safe installation of the Equipment, we will provide simple instructions to assist with this.
- (a) We may from time to time replace the Equipment with similar or upgraded Equipment or modify the Equipment, or provide any part and

require you to fit this to the Equipment as far as reasonable.

(b) You must tell us promptly by contacting our Customer Services Helpdesk on the number listed on your Membership Contract order form about any loss or, material damage to or fault in the Equipment. You must help us to diagnose and cure any fault in the Equipment as far as reasonable.

c) We will replace or repair any faulty Equipment, as long as you have complied with this Agreement.

12.2 We will normally deliver the replacement Equipment or parts:

(a) by the end of the next Business Day after you tell us about the fault provided you do so before 3pm on that Business Day; or

(b) by the end of the Business Day after you tell us about the fault, if you tell us at any other time.

13. Access

13.1 If an agent of Clear Business needs to attend your premises you must:

a) make sure that the necessary space is clear, and that the environment complies with all health and safety laws and practice; and

b) allow them to use the electricity supply and all electricity and telephone connections; and

c) You may only allow someone to carry out work on or take away the Equipment if he or she is one of our authorised employees or agents. It is your responsibility to check the identity of anyone who comes to carry out work on or take away the Equipment. If you have any doubt about this please contact our Customer Services Helpdesk on the number listed on your Membership Contract order form.

14. Prohibitions

14.1 You must not:-

a) sell, let, charge, pledge or otherwise dispose of the Equipment; or

b) part with or share possession of the Equipment; or allow any lien or security interest on the equipment; or

c) allow the Equipment to be seized by a Sheriff, be subject to an execution or allow any other similar legal process to be carried out against the Equipment; or

d) modify or interfere with the Equipment (nor allow this) without our prior specific consent, or

e) cover, remove or interfere with any name plate, serial number, trade mark or other mark on the Equipment (nor allow this), or

f) reverse engineer, alter, modify, copy or analyse the software.

15. General

15.1 Neither party is liable to carry out its obligations under this Agreement where performance is prevented, hindered or delayed by circumstances outside the reasonable control of the party liable to carry out the obligation.

15.2 If at any time any provision of this Agreement is invalid, illegal or unenforceable, this will not affect any of its other provisions.

15.3 This Agreement will be governed and interpreted under English law. Legal proceedings in connection with this Agreement must be taken in English courts.

15.4 We accept no liability for any charges that may be made by your Bank and/or Building Society for processing and/ or setting up the Direct Debit.

15.5 We may transfer our rights and/or obligations under this Agreement to any third party.