**Mid-Tier Award Form - Special Terms**

**Part 1 Payment and Related Services Supply Terms**

**Application of These Terms**

This Schedule sets out specific terms which will apply under this Contract to the supply of the Payment Services as identified in the Award Form.

Part 1 of this Schedule sets out the terms which will apply regardless of the type of Payment Services which are to be provided under the Contract.

Part 2 of this Schedule is divided into separate sections. Each section contains terms which are specific to a particular type of Payment Service. The relevant section will apply to the Contract as selected in the Award Form.

**Part 1 - General Payments Terms**

1. **Definitions and Interpretation** 
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions) (where there is a conflict between a definition below and a definition in Schedule 1, the definition below shall, for the purposes of this Schedule, prevail):

| **"Acquirer"** | means a person which is licensed by each Card Scheme and/or has appropriate arrangements in place with a third party relating to the use of a Card Scheme and/or other relevant payment methods and which is able to provide Acquiring Services to the Buyer; |
| --- | --- |
| **"Acquiring**  **Services"** | means services which will allow the Buyer to accept payment by Cards and/or other relevant payment methods (pursuant to the Rules) and for the Buyer to receive payment from the Acquirer in respect of the same, in accordance with the Buyer's Statement of Requirements and as further described in Section 1 (Acquiring Services Terms) of Part 2 of this Schedule (where such Section is included in the Contract); |
| **"Activation**  **Date"** | means the date on which the Services and any relevant Deliverables are successfully delivered and/or implemented by the Supplier, tested and accepted by the Buyer, and are ready to commence; |
| **"Activation Due Date"** | means the date specified by the Buyer as the due date for successful delivery, implementation, testing and acceptance of the Services and Deliverables; |
| **"Alternative**  **Payment**  **Method" (or**  **"APM")** | means any existing or new method by which a Payer can make a payment to the Buyer which does not involve use of a Card or Card number; |
| **"AML"** | means the EU Fourth Money Laundering Directive (and all relevant local implementing legislation) as applicable to the UK (and any replacement rules applicable in the UK from time to time); |
| **"APIs"** | means Application Programming Interfaces which would or may allow the Buyer and/or Related Suppliers to connect to the Supplier or its system (or those of a third party) (including, in the case of PISP Services any which would or may allow Payers and/or the Buyer to connect to their bank accounts and authorise payments and other transactions to be made to and/or with the Buyer); |

| **"APM Account"** | means the account held by the Payer with an APM Provider which enables the Payer to make payments using the relevant APM; |
| --- | --- |
| **"APM Provider"** | means a provider of an APM; |
| **"APM Services"** | means provision and/or making available by the Supplier to Payers, of (or the Supplier enabling the Buyer to make available) an APM by which the Payer can make payments to the Buyer in accordance with the Buyer's Statement of Requirements. |
| **"Assisted**  **Person"** | has the meaning given in Paragraph 13.1 of Part 1 of this Schedule. |
| **"Authorisation”** | means the process whereby the Supplier obtains, (and whether in physical, virtual or digital or electronic form) (directly or indirectly) from or via the Card Issuer, Card Scheme and/or APM Provider (as relevant), confirmation that:   1. the relevant Card has not been blocked for any reason or listed as lost, stolen or compromised and that there are sufficient funds available to the Cardholder for the relevant Transaction; or 2. the proposed use of the relevant APM is valid and the APM has not been compromised and that there are sufficient funds available to the Payer for the relevant Transaction   (and references to **"Authorise"** and **"Authorised"** shall be construed accordingly); |
| **"Block List"** | means any list of:   1. either:    1. those Cards which the relevant Card Issuer and/or Card Scheme; or    2. those APM Accounts which the relevant APM Provider   (and/or (in either case) which the Supplier in complying with Law and/or the relevant Rules) will not permit to be used for a Transaction and as further described in the Specification; and/or   1. those Cards and/or APM Accounts (and/or those Payers) which the Buyer does not wish to be permitted to be used for, or to be able to make, a transaction and as further described in the Specification; |

| **"Buyer Bank Account"** | means the bank account to be maintained by the Buyer pursuant to this Schedule; |
| --- | --- |
| **"Buyer**  **Property"** | the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract; |
| **"Buyer**  **Software"** | any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Services and/or the Deliverables; |
| **"Buyer System"** | means the Buyer's (including any provided by a third party) hardware, computer and telecoms networks and/or equipment, equipment, plant, materials, and any other software, systems, computing environment supplied and/or used (or to be supplied and/or used) by the Buyer or the Supplier in connection with the Contract (including any which is to interface with the Supplier System or which is otherwise necessary for the Buyer (as the context requires) to receive the Services and/or the Deliverables; |
| **“Card”** | means a credit, debit, charge, prepaid, purchase and/or bank card and/or any other form of payment token that is issued by or with the authority of a member of a Card Scheme (and whether commercial, consumer, domestic and/or cross border). For the avoidance of doubt, Cards shall include virtual cards and/or payment tokens including those which may be used via a mobile or digital device (and any other relevant form factor); |
| **“Card Holder”** | 1. the person in whose name a Card is issued or whose name is embossed or imprinted on the face of a physical Card; and/or 2. any authorised user of a Card; |
| **"Card Issuer"** | means a financial institution or other approved person or body that issues Cards to Cardholders; |
| **"Card Mark"** | means the name, trademarks, trade names, service marks or logos of VISA, MasterCard, and any other Card Scheme; |
| **"Card Scheme"** | means MasterCard (including Maestro), VISA (including Electron and VPay) and, where required by the Buyer in the Specification, American Express, JCB, Diners Club, Discover, China Union Pay (Union Pay International / UPOP) and/or any other card payment association or scheme as agreed between the Buyer and the Supplier from time to time; |
| **"Challenge"** | has the meaning given in Section 1 (Acquiring Services Terms) of Part 2 of this schedule; |

| **"Chargeback"** | means a requirement by (or initiated by) a Card Issuer, Card Scheme or an APM Provider (where relevant) for the Supplier (or the Buyer) to repay (in whole or in part) funds in respect of a Transaction, notwithstanding that Authorisation and/or Settlement funds may have been obtained from the relevant Card Issuer, Card Scheme and/or APM Provider; |
| --- | --- |
| **"Commercial off the shelf Software" or "COTS**  **Software"** | means non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms; |
| **"Data Transfer Requirements"** | means the requirements specified in the Contract and agreed by the Buyer for the transfer of Transaction Data by the Buyer to the Supplier; |
| **“Defect”** | means any of the following:   1. any error, damage or defect in the manufacturing of a Deliverable; or 2. any error or failure of code within the Software which causes a Service and/or Deliverable to malfunction or to produce unintelligible or incorrect results; or 3. any failure of any Service and/or Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Services and/or Deliverable from passing any Test required under this Contract; or 4. any failure of any Services and/or Deliverable to operate in conjunction with or interface with:    1. any other Service and/or Deliverable; and/or    2. the Operating Environment,   in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; |
| **"Emergency**  **Maintenance"** | means ad hoc and unplanned maintenance provided or performed by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault; |

| **"Fines"** | means any and all fines, levies and assessments which any Card Scheme and/or APM Provider may require the Supplier to pay or which otherwise is directly recovered from the Supplier by a Card Scheme and/or APM Provider in respect of any breach of the relevant Rules; |
| --- | --- |
| **"Finish Date"** | means the date so specified in the Order Form; |
| **"Fraud**  **Services"** | means the provision by the Supplier to the Buyer of services designed to detect, minimise and avoid payments related fraud, in accordance with the Buyer's Statement of Requirements and as further described in Section 4 (Fraud Services Terms) of Part 2 of this Schedule (where such Section is included in the Contract) (including, where relevant, the electronic scrutinisation and undertaking by the Supplier of various risk management tests on the Transaction Data sent to it by, or from, the Buyer (or anyone acting on its behalf); |
| **“Gateway”** | means any payment gateway portal operated and/or used by the Buyer from time to time; |
| **“Gateway Services”** | means the provision to the Buyer of an online gateway which will enable the Buyer to accept payments in accordance, where relevant, with the Buyer's Statement of Requirements and as further described in Section 2 (Gateway Services Terms) of Part 2 of this Schedule (where such Section is included in the Contract); |
| **“Go Live”** | means the commencement of the Services (where required, following issue of a Satisfaction Certificate in respect of the relevant Milestone); |
| **"ICT**  **Environment"** | means the Buyer System and the Supplier System; |
| **"Licensed**  **Software"** | means all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer for the purposes of or pursuant to this Contract, including any COTS Software; |
| **"MaintenanceSchedule"** | has the meaning given to it in Paragraph 9 of this Part 1 of this Schedule; |
| **"Malicious**  **Software"** | means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| **"Mandatory**  **Rules"** | means such of the Rules as the Supplier is required by the relevant Card Scheme or APM Provider (as relevant) to ensure are |

|  | complied with in its provision of the relevant Services, failing which the Supplier would not be permitted to perform the Services in relation to a relevant Card or APM Account; |
| --- | --- |
| **"New Goods**  **and Services"** | has the meaning given in Paragraph 13.6 of Part 1 of this Schedule; |
| **"New Release"** | means an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item; |
| **"Object Code"** | means in relation to software, that software in machine readable form including executable code; |
| **"Open Banking Rules"** | means the Second Payment Services Directive (to the extent applicable in the UK) ("**PSD2**"), the Payment Services Regulations 2017, the Regulatory Technical Standards issued under PSD2 ("**RTS**"), the UK Competition and Markets Authority's Retail Banking Market Investigation Order 2017, and the rules and guidance of Open Banking Ltd (as may be modified, amended or replaced from time to time); |
| **“Open Source”** | means licence terms which enable use, study, change and distribution to any and all persons, and for any and all purposes free of charge; |
| **“Open Source Software”** | means computer software that has its source code made available subject to an Open Source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge; |
| **"Open**  **Standards"** | means those standards which are consistent with the open standards principles as set out at  https://www.gov.uk/government/publications/open-standards-principles |
| **"Operating**  **Environment"** | means the Buyer System and any premises (including the Buyer Premises, the Supplier’s premises or third party premises) from, to or at which:   1. the Deliverables or Services are (or are to be) provided; or 2. b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables and/or Services; or 3. c) where any part of the Supplier System is situated; |
| **"Payer"** | means any person who is to make a payment to the Buyer (including, in the case of a Card, the Cardholder, and/or any person using an APM to make a payment); |

| **"Payment**  **Equipment (or "PE")"** | means payment terminal devices, machines, equipment and/or software programmes (including POS and MPOS equipment or equivalent, credit card terminals, EFTPOS terminal (or by the older term as PDQ)); |
| --- | --- |
| **"Payment**  **Services"** | means provision of Payment Equipment which will enable the acceptance of Card (and / or, where relevant, APM payments (and related support)) in accordance with the Buyer's Statement of Requirements. |
| **"PCI"** | means:   1. Payment Card Industry Data Security Standard ("**PCI-DSS**") (current Version 4.0.1 June 2024) ; 2. Payment Card Industry Secure Software Standard (current version v1.2.1 May 2023); 3. Payment Card Industry Secure Software Lifecycle Standard (current version v1.1 February 2021) 4. PCI Point to Point Encryption (P2PE) (current version v3.1 September 2021); and 5. PIN Transaction Security (PTS) Point of Interaction (POI) Security Requirements (current version PTS POI V5.1 March 2018)   or any updated or replacement versions from time to time; |
| **“Permitted Maintenance”** | has the meaning given to it in Paragraph 9 of Part 1 of this Schedule. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance in accordance with the Maintenance Schedule or as otherwise expressly agreed between the Supplier and the Buyer. of this Schedule; |
| **"PISP Services"** | means the provision by the Supplier of services designed to enable a Payer to make a payment to the Buyer directly or indirectly from the relevant Payer's own bank account, in accordance with the Buyer's Statement of Requirements and as further described in Section 4 (PISP Services Terms) of Part 2 of this Schedule (where such Section is included in the Contract); |
| **"Procuring**  **Body"** | has the meaning given at Paragraph 13.6 of Part 1 of this Schedule; |
| **"Quality Plans"** | has the meaning given to it in Paragraph 7.1 of Part 1 of this Schedule; |
| **"Refund"** | means a return of an amount to a Cardholder's account or an APM Account, or (as the case may be) the reversal of any payment effected, in each case pursuant to the request or instruction of the Buyer (or anyone acting on its behalf) to the Supplier (and "**Refunds"** shall be construed accordingly); |
| **"Regulatory**  **Bodies"** | means those government departments and regulatory, statutory, industry and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt |

|  | with in the Contract or any other affairs of the Buyer shall include UK Finance, and EMVCo) and any reference to "**Regulatory Body**" shall be construed accordingly; |
| --- | --- |
| **"Related**  **Supplier"** | means any provider of a Related Supply; |
| **"Related**  **Supply"** | means any service or supply of goods, software or equipment (or the use of the same) which the Buyer obtains or provides itself that is related or connected to the Services and/or the Deliverables or any part of the same, or which interface(s) with or interoperate(s) with (or is/are intended to interface or interoperate with) the Services and/or the Deliverables or any part thereof; |
| **"Rules"** | means, as relevant;   1. the rules and regulations of:    1. the Card Schemes; and/or    2. any APM Provider (and/or any other rules which are equivalent to the Card Scheme rules and which are applicable to an APM); 2. any rules, regulations, requirements, orders, policy, directives, guidance and/or codes of practice of a Regulatory Body (or equivalent); 3. PCI; 4. Open Banking Rules; and/or 5. AML   which are applicable to the Services, Deliverables, and/or their provision or receipt, or to Payers and/or Transactions (and any future amendment to, or replacement of, the same) from time to time; |
| **"Service- related Data"** | has the meaning given in Paragraph 17.2 of Part 1 of this Schedule |
| **"Settlement"** | means the payment or remittance by (or initiated by) the Supplier of the proceeds of Transactions to or for the Buyer (or an account designated by the Buyer) (and the terms **"Settle"** and **"Settled"** shall be construed accordingly); |
| **"Settlement**  **Time"** | means the time agreed between the Parties in the Specification and/or specified by the Buyer from time to time for the making of Settlements by the Supplier; |
| **"Sites"** | has the meaning given to it in Schedule 1(Definitions), and for the purposes of this Schedule shall also include any |

|  | premises from, to or at which physical interface with the Buyer System takes place; |
| --- | --- |
| **"Software"** | means Specially Written Software, COTS Software, and non-COTS Supplier and third party software; |
| **"Software**  **Supporting**  **Materials"** | has the meaning given to it in Paragraph 10.1.1(b) of Part 1 this Schedule; |
| **"Source Code"** | means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software; |
| **"Specially**  **Written**  **Software"** | means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; |
| **“Specified Item”** | has the meaning given in Paragraph 13.5 of Part 1 of this Schedule. |
| **“Supplier Assets”** | means all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets; |
| **"Supplier**  **System"** | means the Supplier Equipment and any other software or systems supplied and/or used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under the Contract including the COTS Software, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System); |
| **"Supply Period"** | means the period commencing on the Activation Date and ending on the Finish Date (Award Form) extended or terminated early in accordance with this Contract; |
| **"Transaction"** | means any payment or Refund and/or any other standard or mandated Card Scheme or APM Provider (as relevant) transaction types made, by use of a Card, a Card number, an APM or otherwise (as relevant) including to debit or credit the applicable Cardholder's account or Payer's APM Account, and whether domestic or foreign (where and to the extent that UK sanctions |

|  | permit the same) and shall include reversals and the initiation of or request for any of the items mentioned above; |
| --- | --- |
| **"Transaction**  **Data"** | means documents, data and records of any kind relating to Transactions (including, for the avoidance of doubt, data relating to Cards, Cardholders, Payers, APMs and/or the Payer's bank accounts); |
| **"Transaction**  **Revenue"** | means any money acquired by the Supplier and to be Settled to or for the benefit of the Buyer in respect of each payment Transaction in the course of the Services; and |
| **"Watch List"** | means any list of:   1. either:    1. those Cards which the relevant Card Issuer and/or Card Scheme; or    2. those APM Accounts which the relevant APM Provider   (and/or (in either case) which the Supplier in complying with Law and/or the relevant Rules) has flagged for additional monitoring and as further described in the Specification; and/or   1. those Cards and/or APM Accounts (and/or those Payers) which the Buyer has flagged for additional monitoring and as further described in the Specification; |
| **“White List”** | means any list of those Cards and/or APM Accounts (and/or those Payers) which the Buyer does specifically wish to be permitted to be used for, or to be able to make, a transaction and as further described in the Specification; |
| **"Working Day"** | means any day on which Banks in the City of London are open for business. |

1. The term "Law" as defined in Schedule 1 (Definitions) shall, for the purpose of this Schedule, be deemed to include all laws, legislation, bye-laws, judgments of a relevant court of law, and/or decrees which are applicable or relevant to Payers, Transactions and/or the Services and/or Deliverables (and/or their provision or receipt from time to time (including without limitation the Data Protection Legislation)).
2. When the Parties have entered into a Contract which incorporates this Schedule the following Core Terms are modified in respect of the Contract (but any other provisions of the Core Terms not identified below are not modified in respect of the Contract"):
   1. Clause 3.1.2 does not apply to the Contract in the sense that there shall be no time limit on that or any other warranty and that Clause shall not limit or exclude any of the warranties which are set out in this Schedule (including any of its Sections);
   2. Clause 15.4 shall be amended to include the following sentence: "In addition, nothing in any Contract shall serve to limit or exclude the liability of:
      1. the Supplier under any indemnity in the Contract, or to pay any Settlement under this Contract, or for the amount of any Transaction where the relevant loss arises as a result of the breach, negligence or default of the Supplier; or
      2. the Buyer for the amount of:
         1. any Chargeback and/or Refund;
         2. fees for Transactions; and/or
         3. any fines imposed by a Card Scheme as a direct result of a material breach by the Buyer of a Mandatory Rule affecting the relevant Services (and where and to the extent that such breach is not caused, or contributed to, by the Supplier or anyone acting on its behalf) which the Buyer is responsible for under and in accordance with the terms of the Contract.
   3. Clause 24.3 shall be amended so that only the Buyer may terminate the Contract in the circumstances described in Clause 24.3 . Clause 24 is without prejudice to (and any claim for relief by the Supplier under that clause is subject to) the Supplier's obligation under the Contract to take steps to resume provision of the Services and/or Deliverables in the event of an interruption (including under Schedule 8, where used). The Supplier shall, without prejudice to its other obligations, where the relevant Force Majeure Event is attributable to a third party such as a Card Scheme, banking provider, and or internet services provider, take all steps available to it and/or as may be necessary or desirable to ensure the resumption of any required services and/or performance by the relevant third party as soon as possible.
   4. Clause 28.6 shall also apply in relation to any change in the Rules following the Start Date.
   5. Clause 30 shall be amended so that the Buyer, where it is the Beneficiary may, at any time, acting reasonably take back control of the defence or settlement of a Claim.
3. **General Service Provision** 
   1. The Supplier shall provide the Payment Services as from the Start Date (Award Form). For the avoidance of doubt, if Payment Services are unavailable so that Go-live does not take place on the Start Date, the Supplier shall be deemed to be in material Default of the Contract.
   2. In the event of the Supplier's failure to provide the Services or to otherwise comply with its obligations in accordance with the Contract, the Buyer may, without prejudice to its other rights, require the Supplier at the Supplier's own cost to re-perform the Services and/or to comply with its obligations.
   3. The Supplier shall perform the Payment Services to a level at or better than the applicable Service Level Performance Measure.
   4. The Supplier shall monitor and report its performance of the Services in accordance with Schedule 10 (Service Levels). The Buyer may also monitor the performance of the Services by the Supplier. The Supplier shall (and shall ensure that its Subcontractors shall) reasonably co-operate with the Buyer in conducting any monitoring referred to in this Paragraph at no additional charge to the Buyer.
   5. The Supplier shall monitor and inform the Buyer of new and emerging payment and fraud avoidance and/or detection innovations, developments, technologies and methods that become available in the market. If requested by the Buyer, the Supplier shall make such innovations, methods, developments, and/or technologies available to (or support their adoption by) the Buyer in order that they can be implemented by the Buyer if required, (including, but not limited to: tokenisation; new terminal types and capabilities, software only acceptance solutions, biometrics, migration from Dual message to Single message transactions, emerging APMs, new Card BIN ranges, and digital currencies and other alternative payment methods).
   6. The Supplier shall provide expert technical consultancy, free of charge, to work with the Buyer to support the government’s strategy to improve its capabilities in the area of electronic purchasing and payment, and move towards greater use of new technology that can be utilised to increase electronic receipt of payments through Card and APM payments.
4. **3. Supplier Performance**
   1. The Supplier warrants, represents and undertakes that:   
      1. it has and shall at all times maintain and comply with all licences, consents, certifications, and authorisations necessary in respect of the provision of the Services and the Deliverables (which, for the avoidance of doubt shall include certification to either Cyber Essentials or Cyber Essentials Plus or its   
         replacement). On request, the Supplier shall provide the Buyer with such evidence of the same as the Buyer may require;
      2. it, and where required any Payers and/or Related Suppliers, can use (and where relevant hold) the relevant Deliverables and Supplier Assets (including any APIs) for the duration of the Contract free of any interference from the Supplier and any actual or purported third party owner (or any person acting or claiming to act through the same);
      3. it shall (and the Services and Deliverables (and their provision) shall) comply at all times with the Rules, and any applicable Laws;
      4. it shall not, by any act, omission, breach or default (and none of the Services and/or Deliverables (or their use or receipt) shall) cause or contribute to any non-compliance by the Buyer, or any of its Affiliates with any of the Rules or applicable Laws;
      5. the provision by the Supplier of the Services and their receipt by the Buyer will not infringe the rights (including the Intellectual Property Rights) of any third party;
      6. the Supplier System and Services shall at all times comply with the Statement of Requirements;
      7. the Services and Deliverables will:

### comply with their relevant Specifications and any other requirements of the Buyer relating to them;

### be provided by the Supplier in accordance with Good Industry Practice;

### be fully available at the times and for the period specified in the Call-Off Contract (unless otherwise expressly agreed);

### enable any required connection to and interfacing and interoperability with the Buyer's Related Suppliers and Related Supplies (including APM Providers, PISP Service Providers, Fraud Services and identity verification providers, Gateway Services providers and/or Acquiring Service providers from time to time) and the Supplier shall, in the provision of the Deliverables, co-operate and co-ordinate as and when requested by the Buyer, with the Buyer's Related Suppliers and any relevant Related Supplies;

### at all times (including in terms of performance and availability), be provided so as to at least meet the applicable Service Levels (and any Service Level Performance Measures);

### where relevant, have sufficient capacity to meet all the Buyer's required volume for Transactions and requirement for the Services without any adverse impact to the Services, Deliverables, the Buyer and/or any Payer (or any other services provided to them);

### be secure, tamper-proof, and display evidence of any tampering;

### to the extent that they involve web-based interfaces to be used by the Buyer or Payers:

### meet (as a minimum) Level AA of the Web Content Accessibility Guidelines (WCAG) 2.0 and UK Equality Act 2010 legislation (as shall be updated and/or replaced from time to time);

### shall require as a minimum, secure two-factor authentication role-based access;

### maintain, as a minimum, the equivalent level of browser support as GOV.UK; and

### have all pages which are rendered correctly for compatibility with devices with variable screen sizes, including:

### all types of desktops;

### all types of laptops;

### smart phones;

### tablet devices; and

### other software-only devices as standards allow now and in the future;

### enable and ensure separation of each Buyer’s equipment data and that of any other merchants to avoid exposing each Buyer’s data to unauthorised parties; and

### shall be of satisfactory quality, free from defects and fit for their intended purpose as specified by the Buyer or where not specified by the Buyer, which is implicit from the nature of the Deliverables and/or Services;

### 3.1.8 all user and operational documentation provided by the Supplier to the Buyer will be complete, up to date, accurate and sufficient so far as is reasonably necessary to enable the Buyer and its personnel to make full and proper use of them;

### 3.1.9 all versions of the Supplier System (including all software comprised in it) used by or on behalf of the Supplier in the provision of the Services shall be a currently supported version;

### 3.1.10 the Supplier will not by virtue of any act or omission cause the Buyer or any other person to lose any consent or permission upon which it relies for the purposes of conducting its business or operations;

### 3.1.11 the Services, Deliverables and Supplier System shall at all times be fully compatible, and interoperable, with the Buyer System and any Related Supplies;

### 3.1.12 the Services and the Deliverables shall be capable of use at (and from) locations in the UK and globally (including UK Military bases, third party locations, and /or ships abroad); and

### 3.1.13 the Services shall interface at all times with the Buyer's Related Suppliers and Related Supplies

1. **Buyer IT due diligence requirements**
   1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;   
      1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
      2. operating processes and procedures and the working methods of the Buyer;
      3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
      4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Services and/or Deliverables.
   2. The Supplier confirms that it has advised the Buyer in writing of:   
      1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
      2. the actions needed to remedy each such unsuitable aspect; and
      3. a timetable for and the costs of those actions.
2. **Licensed software warranty**
   1. Without prejudice to the generality of Paragraph 3.1 of Part 1 of this Schedule, the Supplier represents and warrants that:   
      1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Subcontractor) to the Buyer which are necessary for the performance of the Supplier’s obligations under this Contract including the receipt of the Services and the Deliverables by the Buyer;
      2. all components of the Specially Written Software shall:   
           
         (a) be free from material design and programming errors;   
           
         (b) perform in all material respects in accordance with the relevant specifications contained in Schedule 10 (Service Levels) and Documentation; and   
           
         (c) not infringe any IPR.
3. **6. Provision of ICT Services**
   1. The Supplier shall:   
      1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (subject to Paragraph 10.7 of Part 1 of this Schedule, except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
      2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
4. **Standards and Quality Requirements**
   1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Services and Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it (**"Quality Plans"**).
   2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Services and Deliverables are provided to the standard required by this Contract.
   3. Following the approval of the Quality Plans, the Supplier shall provide the Services and all Deliverables in accordance with the Quality Plans.
   4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Contract Period:   
      1. be appropriately experienced, qualified and trained to supply the Services and Deliverables in accordance with this Contract;
      2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Services and Deliverables; and
      3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Services and Deliverables to the reasonable satisfaction of the Buyer.
5. **ICT Audit** 
   1. The Supplier shall allow any auditor appointed by, on behalf or in respect of the Buyer access to the Supplier premises to:   
      1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
      2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
      3. review the Supplier’s quality management systems including all relevant Quality Plans.
6. **Maintenance of the ICT Environment**
   1. The Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment (**"Maintenance Schedule"**) and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
   2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance in accordance with the Maintenance Schedule or as otherwise expressly agreed between the Supplier and the Buyer. Such maintenance shall be known as **"Permitted Maintenance"** for the purposes of the Contract. The Parties acknowledge and agree that the Award Form and/or relevant Specification (or part of the Specification) may contain details of the permitted and agreed times and durations for Permitted Maintenance by the Supplier.
   3. The Supplier shall give as much notice as is possible to the Buyer prior to carrying out any Emergency Maintenance.
   4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

1. **Intellectual Property Rights in ICT**
   1. **Assignments granted by the Supplier: Specially Written Software**
      1. The Supplier assigns (by way of present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full title guarantee free from any rights, claims or other third party interests (or shall procure such assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:  
           
         (a) the Documentation, Source Code and the Object Code of the Specially Written Software; and  
           
         (b )all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools   
         necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
      2. The Supplier shall:  
         (a) inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;   
           
         (b) deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and   
           
         (c) without prejudice to Paragraph 10.1.2(b) of Part 1 of this Schedule provide full details to the Buyer of any of the Supplier’s Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier’s Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
      3. The Supplier shall promptly execute and/or procure the execution of all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.
   2. **Licences for non-COTS IPR from the Supplier and third parties to the Buyer**
      1. Unless the Buyer gives its Approval the Supplier must not use any:  
           
         (a) of its own Existing IPR that is not COTS Software;  
           
         (b) third party software that is not COTS Software.
      2. Where the Buyer Approves the use of the Supplier’s Existing IPR that is not COTS Software, the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Services and Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer’s (or, if the Buyer is a Central Government Body, any other Central Government Body’s) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
      3. Where the Buyer Approves the use of third party Software that is not COTS Software, the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 10.2.2 of Part 1 of this Schedule. If the Supplier cannot obtain such a licence for the Buyer it shall:  
           
         (a) notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and  
           
         (b) only use such third party IPR as referred to at Paragraph 10.2.3(a) of Part 1 of this Schedule if the Buyer Approves the terms of the licence from the relevant third party.
      4. Where the Supplier is unable to provide a licence to the Supplier’s Existing IPR in accordance with Paragraph 10.2.2 of Part 1 of this Schedule above, it must meet the requirement by making use of COTS Software or Specially Written Software.
      5. The Supplier may terminate a licence granted under Paragraph 10.2.1 of Part 1 of this Schedule by giving at least thirty (30) days’ notice in writing if there is an Authority Cause which constitutes a material breach which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.
   3. **Licenses for COTS Software by the Supplier and third parties to the Buyer**
      1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
      2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier (or anyone performing an equivalent role after the End Date) at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
      3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 10.3 of Part 1 of this Schedule the Supplier shall support the Replacement Supplier (or anyone performing an equivalent role after the End Date) to make arrangements with the owner or authorised licensee to renew the licence at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
      4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:  
           
         (a) will no longer be maintained or supported by the developer; o  
           
         (b) will no longer be made commercially available
   4. **Buyer’s right to assign/novate licences**
      1. The Buyer may assign, novate or otherwise transfer its rights and/or obligations under the licences granted pursuant to Paragraph 10.2 of Part 1 of this Schedule to:  
           
         (a) a Central Government Body; or  
         (b) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
      2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in Paragraph 10.2 of Part 1 of this Schedule.
   5. **Licence granted by the Buyer**
      1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Services and Deliverables in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 19 (What you must keep confidential).
   6. **Open Source Publication**
      1. Unless the Buyer otherwise agrees in advance in writing (and subject to Paragraph 10.6.3 of Part 1 of this Schedule) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:  
           
         (a) suitable for publication by the Buyer as Open Source Software; and  
           
         (b) based on Open Standards (where applicable), and the Buyer may, at its sole discretion, publish the same as Open Source Software.
      2. The Supplier hereby warrants that the Specially Written Software and the New IPR:  
           
         (a) are suitable for release as Open Source Software and that the Supplier has ensured when developing the same that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPR or the Buyer System;  
           
         (b) have been developed to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;  
           
         (c) do not contain any material which would bring the Buyer into disrepute;  
           
         (d) can be published as Open Source Software without breaching the rights of any third party;  
           
         (e) will be supplied in a format suitable for publication as Open Source Software ("the **Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and  
           
         (f) do not contain any Malicious Software.
      3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source Software), the Supplier shall:  
           
         (a) as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and  
           
         (b) include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer’s ability to publish such other items or Deliverables as Open Source Software
   7. **Malicious Software**
      1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
      2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
      3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 10.7.2 of Part 1 of this Schedule shall be borne by the Parties as follows:  
           
         (a) by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and  
           
         (b) by the Buyer, if the Malicious Software originates from the Buyer Software or the Government Data (whilst the Government Data was under the control of the Buyer).
2. **Supplier-Furnished Terms**
   1. **Software Licence Terms**Terms for licensing of non-COTS third party software in accordance with Paragraph 10.2.3 of Part 1 of this Schedule and COTS software in accordance with Paragraph 10.3 of Part 1 of this Schedule are detailed in the Award Form.
   2. **Software as a Service Terms**Additional terms for provision of a Software as a Service solution and provision of Software Support & Maintenance Services are detailed in the Award Form.
3. **Compliance and Support**
   1. The Supplier will provide all required support and information to the Buyer in connection with the Card Schemes, APM Providers, Rules, PCI, and any Regulatory Body at all times. The Supplier shall provide the Buyer with current and accurate information detailing the Buyer's PCI responsibilities and shall work with the Buyer to ensure that the Buyer is compliant with the same.
   2. Following confirmation:  
      1. by a Card Scheme or APM Provider of any changes to the relevant Rules; or
      2. by any Regulatory Body of any changes to any Law or the relevant Rules; or
      3. of any changes to PCI, which, in each case, will impact upon the Buyer (and/or any of its Affiliates or operations), and/or any of the Services or Deliverables (or their use or receipt), the Supplier will notify the Buyer as soon as possible of such changes and provide all relevant details. The Supplier shall at all times ensure that the Services and Deliverables are compliant with all applicable Rules, Law and PCI. Any changes to the Services and/or Deliverables which are necessary in order to maintain compliance with Rules, Law and PCI shall be conducted by the Supplier at its own expense and ensuring that there is no impact or interruption to the provision by the Supplier of, and the receipt by the Buyer (and/or its related parties) of the Deliverables and/or the Services.
   3. The Supplier's obligations under Paragraphs 12.1 and 12.2 of Part 1 of this Schedule shall survive termination of the Contract and shall continue in full force and effect until all Transaction Data obtained under the Contract has been destroyed or as otherwise agreed in writing by the Buyer.
   4. Where the Supplier reasonably suspects that a Transaction, which the Supplier would otherwise process, may be fraudulent or involves fraud or any other criminal activity, the Supplier shall, to the extent permitted by Law and AML, notify the Buyer immediately and shall (without prejudice to any of the Buyer's rights and/or remedies where the Supplier was responsible for detecting or avoiding any fraud) suspend the processing of that Transaction, until the satisfactory completion of the Supplier's investigation or that of any third party (which investigation the Supplier shall conduct immediately, without delay, acting reasonably, in good faith, and in accordance with Good Industry Practice).
   5. The Supplier shall provide the Buyer with a dedicated customer service team for queries in order to ensure effective running of the Services and Deliverables. This shall include a dedicated customer and technical helpdesk which is available 24 hours per day, 7 days per week and 365 days of the year (366 in a leap year). This shall be available to deal with amongst other things, incidents, problems, alerts, account queries, invoice queries, and Payer queries. Where it is reasonably anticipated that the Supplier will process 1 million or more Transactions per annum it shall provide a named account manager who will oversee the provision of Services for the Buyer. Where the anticipated number of Transactions is less than 1 million then account management shall be appropriate to the size of the Buyer's specific requirements.
   6. The Supplier shall provide the Buyer with initial and on-going training (including e-training) free of charge and as and when required, on how to use the Services and any Deliverables including any management tools and shall provide updated guidance documents as and when required, free of charge, to the Buyer.
   7. On the Effective Date and on an annual basis (as a minimum), and following any material system change, the Supplier shall provide the following information assurance evidence to the Buyer:   
      1. evidence, in the form of independent certification, that the Services and other Deliverables provided conform to PCI-DSS, and evidence of any other claimed security measures, or equivalents, and security controls implemented; and
      2. evidence of an independent IT health check using a CESG approved check service provider.
   8. The Supplier shall provide the same information assurance evidence specified at Paragraph 12.7 of Part 1 of this Schedule to the Buyer at regular intervals and upon request.
   9. The Supplier’s information security management system (relevant to the Services) shall be:   
      1. accredited to the ISO27001(2022) Standard; and
      2. compliant with the relevant ISO27001(2022) measures, (as such standard may be replaced in the industry from time to time).
   10. If the Supplier’s information security management system (relevant to the Services) is accredited to the ISO27001(2022) Standard, or equivalent, or the Supplier can demonstrate compliance with the relevant ISO27001(2022) measures, the Supplier shall provide evidence of this accreditation and compliance to the Buyer at regular intervals and upon request.
   11. Where the Supplier detects unusual patterns of activity that might indicate malicious activities, for example a denial of service attack or distributed denial of service attack the Supplier shall inform the Buyer’s designated security contact immediately by alerting via email and SMS.
4. **Co-operation and Collaboration**
   1. The Supplier shall, at the request of the Buyer from time to time provide to the Buyer, and such of the Buyer's (actual or proposed) other suppliers and/or Related Suppliers as are specified by the Buyer (**"Assisted Person"**), such co-operation, information, advice and/or assistance in connection with the Services and the Deliverables as may be necessary or required to:   
      1. implement and install the Services and Deliverables, all connected Services and Deliverables, all Supplier Assets, and all Related Supplies;
      2. enable any such Assisted Person to create and maintain technical or organisational interfaces with the Services and/or Deliverables and/or to ensure the interoperability and/or integration of applicable Related Supplies and systems of that Assisted Person with the Services, Deliverables and systems of the Supplier and/or its Subcontractors;
      3. enable the timely transition of the Services and/or Deliverables or equivalent activities or Replacement Deliverables (or any of them) to any Replacement Supplier on the ending of Contract for any reason;
      4. support the replacement of any Related Suppliers and/or Related Supplies with an alternative;
      5. deal with any enquiries and/or requests relating to the Services including from Payers and/or Regulatory Bodies and including any relating to disputes, referrals, refunds, errors and/or fraud;
      6. enable the submission collection and processing of payment data in compliance with PCI; and / or
      7. enable suppliers to conduct due diligence as a potential Replacement Supplier on the ending of the Contract for any reason.   
         The support referred to above shall include, where integration is required between the Buyer, the Services and/or Deliverables, and any other of the Buyer's suppliers, provision of a "sand-box" environment for use by the Buyer and its other suppliers to allow for "production"-like testing of integrations, including the use of any identifiers that are in use for the production environment and to allow for penetration testing to verify the end-to-end security of the integrated service.
   2. The Supplier shall at the reasonable request of the Buyer co-operate and liaise with Related Supplier(s) so as to assist such Related Supplier(s) with the successful and timely delivery of those Related Supplies.
   3. The Supplier shall:   
      1. inform the Buyer in writing reasonably in advance of any adverse effects of carrying out its obligations under the Contract (to the extent that it is aware of the same) on any Related Supplies;
      2. minimise any such adverse effects to the extent reasonably practicable in the circumstances; and
      3. liaise with the Buyer regarding the most appropriate time to carry out these obligations and comply with the Buyer's reasonable requirements in this regard.
   4. If there is any dispute between the Supplier and any Related Supplier relating to the interfacing or interoperability of all or any part of the Services or a Deliverable with a Related Supply, the Supplier shall promptly notify the Buyer in writing of the dispute and shall provide, at the reasonable request of the Buyer or the Related Supplier, all reasonable co-operation and assistance (including the provision of personnel, documents, design information/ documentation Know-How, information, materials and codes) to assist with the resolution, correction or remedy of that dispute.
   5. If, in providing the Services or Deliverables, the Supplier is required to specify the requirements (including any technical specification) of any deliverable, service, or work-product to be provided to the Buyer by any Related Supplier or other third party (**"Specified Item"**) then:   
      1. to the extent that the Specified Item complies with the requirements provided by the Supplier in all material respects.
      2. does not satisfy, deliver or perform the required outputs or is otherwise defective or unfit for purpose having regard to the Buyer's requirements, such event shall be deemed to constitute a failure by the Supplier to meet the Statement of Requirements and shall be a Default by the Supplier.
   6. In any case where the Buyer or a related third party (**"Procuring Body"**) wishes to procure goods and/or services (other than Deliverables to be provided by the Supplier under the Contract) (**"New Goods and Services"**) which are related to or which interface with or are intended to interface with the Services or any Deliverables, the Supplier shall promptly provide the relevant Procuring Body (and any person bidding for those New Goods and Services) with all reasonable information and assistance as may be required from time to time to:   
      1. carry out appropriate due diligence with respect to the New Goods and Services;
      2. effect a smooth inter-operation between the Services or Deliverables (as relevant) and the New Goods and Services; and
      3. enable the relevant Procuring Body to carry out a fair and compliant competition for the New Goods and Services.
   7. If the Supplier (or an Affiliate of the Supplier) wishes to be considered as a provider of New Goods and Services to a Procuring Body (whether as prime contractor or as sub-contractor to another person) where it continues to provide Services or Deliverables under the Contract the Buyer may require (where it is requested to do so by that Procuring Body), that the Supplier shall (and the Supplier shall ensure that its Affiliates and/or its relevant Subcontractors shall) establish and maintain an appropriate "ethical wall" arrangement approved by that Procuring Body (such approval not to be unreasonably withheld or delayed) between the personnel who are involved in operational aspects of the Services or provision of Deliverables and the personnel who are bidding for the New Goods and Services.
   8. The Supplier shall provide a facility, whether in the normal testing sandbox environment or another replica environment for the Buyer to run where relevant to the Supplier’s Services realistic end-to-end performance and capacity testing to allow the Buyer to prepare before launching a new service and/or before a period of peak demand of Services users in the UK and abroad.
   9. The Supplier shall (at its own expense) provide certification testing facilities, and assistance with certification, where relevant to the Supplier’s Services between the Buyer and the Buyer's other providers.
5. **Buyer Compliance**
   1. Subject to the compliance of the Supplier with Paragraph 12.2 of Part 1 of this Schedule, the Buyer shall not, knowingly act in breach of the Mandatory Rules (where and to the extent that such Rules have been provided by the Supplier to the Buyer by written notice and a reasonable time in advance).
   2. The Buyer shall throughout the Contract Period and for such period as may be required thereafter for the purposes of any applicable provisions of this Contract, maintain in the Buyer's name a bank account for the purposes of receiving payment from the Supplier.
6. **Service Failures**
   1. The Supplier shall monitor the Services and Deliverables at all times and inform the Buyer in accordance with the relevant Service Levels of any issues or incidents affecting the Services and/or Deliverables. The Supplier shall provide remediation of any issues or incidents affecting the Services and/or any Deliverables in such a way as to ensure compliance with the Service Level Performance Measures.
   2. The Supplier shall (without prejudice to any other rights or remedies of the Buyer, or obligations of the Supplier) remedy, as soon as possible, and at its own cost any defect in the Deliverables and/or Services which manifests itself (including where relevant by providing a replacement). Such remedy shall be free of charge, provided that the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by the Buyer. If the Supplier does not remedy any defect in the Services and/or Deliverables in accordance with this paragraph, the Supplier must, at the Buyer’s request and without prejudice to any other rights or remedies of the Buyer (or obligations of the Supplier), make an appropriate reduction to the Charges payable during the remaining term of the Contract.
   3. Without prejudice to any other rights or remedies of the Buyer (or obligations of the Supplier), should a Supplier Non-Performance occur (or should the Supplier believe that one is likely to occur) then the Supplier shall:   
      1. notify the Buyer immediately of the actual or likely Supplier Non-Performance;
      2. investigate the underlying causes of the Supplier Non-Performance and at the request of the Buyer provide (by the time reasonably required by the Buyer) a Rectification Plan which shall be dealt with under the Rectification Plan Process;
      3. take all remedial action that is necessary to rectify the Supplier Non-Performance (and prevent it from recurring) or prevent the Supplier Non-Performance from taking place and otherwise mitigate the impact of the Supplier Non-Performance (all in accordance with any agreed Rectification Plan).
   4. In addition, in the event of any Service Level Failure, the Supplier shall be liable to deduct the relevant Service Credits in accordance with Schedule 10 (Service Levels). The Parties agree that Service Credits are an adjustment of the Charges to reflect the reduction in services and are not an estimate of the loss or damage that may be suffered by the Buyer as a result of a Service Level Failure and that, save as expressly set out in Schedule 10 the application of Service Credits is without prejudice to any other rights or remedies of the Buyer due to the Service Level Failure.
   5. Should a Service Level Failure give rise to any Losses that are covered by an indemnity under the Contract then, in addition to any other right or remedy of the Buyer, the Buyer may recover such Losses under that indemnity.
   6. If a Service Level Failure also comprises a failure to pay any sums due to the Buyer under the Contract (including the amount of any Settlement), no Service Credits shall in any way limit or exclude the Supplier's liability to pay any such sums due to the Buyer.
   7. Although the Supplier may be granted relief in the event of an Authority Cause, the Supplier shall ensure that it (and its relevant Subcontractors) take all reasonable steps to eliminate (or if that is not possible, at least mitigate) the impact of any Authority Cause and the losses and expenses that it incurs or would otherwise incur due to the Authority Cause.
   8. If the Supplier seeks any relief in relation to an Authority Cause, it shall provide the Buyer with all relevant details as soon as possible after any alleged Authority Cause and in any event within two (2) Working Days.
   9. Any Dispute regarding an Authority Cause or its impact on a Supplier Non-Performance shall be resolved through the Dispute Resolution Procedure. Pending the resolution of the Dispute the Supplier shall continue to use all reasonable endeavours to resolve the causes of, and mitigate the effects of, any failure.
   10. If the Supplier is prevented from, or delayed in, performing any of its obligations by a Force Majeure Event, the Buyer may suspend payment normally due to the Supplier for those parts of the Services that are not performed and/or engage a third party to perform all or the relevant affected Services until the Supplier has given the Buyer reasonable notice in writing that it is able to perform in accordance with the Contract. The Buyer may allow the Supplier to resume performance of the relevant Services only when the Buyer can terminate its arrangement with any such third party without any cost or penalty and once the Buyer is satisfied that the relevant Services can be resumed. The Buyer will use reasonable efforts to minimise the term of its arrangement with any such third party to enable the Supplier to resume performance after a Force Majeure Event has ceased.
7. **Service Suspension** 
   1. The Supplier shall not be obliged to provide the Services if, but only to the extent that (and for as long as) a Regulatory Body, APM Provider or Card Scheme (as relevant) objects to such provision and so long as such objection has not arisen due to any Default of the Supplier or anyone acting on its behalf.
   2. The Supplier may suspend the Services in the event that the Buyer is in material breach of the Contract and has failed to remedy the breach within thirty (30) days of notice from the Supplier identifying the breach and requiring it to be remedied. Such suspension shall end as soon as the Buyer confirms that the relevant breach has been remedied. For the purposes of this paragraph, a breach by the Buyer shall not be regarded as being incapable of remedy simply because the time for performance (as set out in the Contract) of the relevant breached obligation has elapsed.
8. **Transaction Data**
   1. The Parties agree, in relation to the provision of the Services, to comply with all applicable Data Protection Legislation as they apply to the respective roles of each Party as allocated in but not limited to the provisions of Clause 18 of the Core Terms. The Supplier shall also, without prejudice to the foregoing comply with any Rules which are equivalent to the Data Protection Legislation. The Supplier shall ensure that all necessary notices are provided to, and all permissions, consents and information are obtained from the prospective Payers where necessary to enable the performance of the Services and the provision of the Deliverables in accordance with the Contract.
   2. The Supplier shall securely store, for seven (7) years and in accordance with PCI and the Rules, all data related to the Services and Deliverables and any relevant Transactions (such as in the case of Payment Services and/or Gateway Services logs of maintenance and encryption key data) created or processed for and/or on behalf of the Buyer (**"Service-related Data"**).
   3. The Supplier shall provide the Buyer with such mechanisms as are required to enable the Buyer to retrieve Transaction Data and/or Service-related Data and a mechanism for deletion of specified data according to the Rules, Laws and the Data Protection Legislation from time to time.
   4. The Supplier shall make available to the Buyer on request and whether before or after termination of the Contract, all Service-related Data and/or Transaction Data which may at any Crown Copyright 2019 time be in the possession, custody or control of the Supplier and/or anyone acting on its behalf (including any which is stored on equipment belonging to them, or Supplier Assets, regardless of its location) from time to time.
   5. The Supplier shall ensure the full logical and physical segregation of the Buyer's Service-related Data and Transaction Data (and any data of Payers) from that of any other merchants and/or customers of the Supplier and ensure that none of the Buyer's (or any Payer's) data is exposed to any unauthorised persons.
   6. Any processing by the Supplier and/or the Deliverables of Transaction Data and/or any other payment data shall be carried out in accordance with the PCI standards.
9. **Supplier Indemnity**
   1. The Supplier shall indemnify on demand, defend and hold harmless the Buyer in full, from and against all Losses, incurred or agreed to be paid by, or awarded against the Buyer arising from the following whether arising individually, cumulatively or collectively:   
      1. wilful Default by the Supplier, any Subcontractor, or any Supplier Staff;
      2. all fines, levies and/or penalties imposed on the Buyer (and/or any other Losses which it may suffer or incur) as a consequence (directly or indirectly) of any failure by the Supplier, or anyone acting on its behalf, and/or any of the Services and /or Deliverables to comply with Law, PCI and/or the Rules and/or any other act, omission, breach or Default of the Supplier or anyone acting on its behalf in connection with this Contract;
      3. the abandonment by the Supplier of any of its obligations under the Contract;
      4. death or personal injury arising due to any Supplier Default;
      5. any failure by the Supplier or anyone acting on its behalf to comply with PCI or any act or omission of the Supplier or anyone acting on its behalf which results in the Buyer failing to comply with PCI;
      6. any fraudulent or dishonest act, default or omission by the Supplier, any of its Affiliates, any Subcontractor or any member of the Supplier Staff;
      7. any breach by the Supplier of any obligations under: (a) Clause 19 (What you must keep confidential); or (/b) Schedule 16 (Security Requirements);
      8. the breach by the Supplier, any Subcontractor or any of the Supplier Staff of any Laws or Rules, or any Default by the Supplier, any Subcontractor or any of the Supplier Staff under and/or in connection with the Contract which causes or contributes to any breach of any Law or the Rules by, or imposition of any regulatory fine or penalty on, the Buyer;
      9. any claim by a third party in connection with the provision or receipt of the Services and/or use of the Deliverables and/or performance of the Contract to the extent that such claim arises from or is otherwise caused by any act or omission of the Supplier, any Subcontractor or any member of the Supplier Staff;
      10. any loss or corruption of Transaction Data and/or Personal Data arising as a consequence of any act or omission of the Supplier, any Subcontractor or any member of the Supplier Staff including any costs of restoration of data;
      11. any failure by the Supplier or a Subcontractor to Settle the proceeds of any Transaction to the Buyer by the relevant Settlement Date or to make a required Refund to the relevant Card as required under the Contract; and / or
      12. any failure by the Supplier to:   
          (a) provide any confirmation or information required under the Contract relating to the refusal or denial of Authorisation in respect of a Card and/or Transaction; or (b) provide, maintain, and implement full, accurate and complete Block Lists in accordance with the terms of the Contract. However, for the avoidance of doubt, the Buyer shall not be entitled to recover Losses to the extent that such Losses arise as a direct consequence of a material breach of the Contract by the Buyer.
   2. Where reasonably practicable to do so, having regard amongst other things to the applicable events or circumstances and their impact on the Services and the business and/or operations of the Buyer, and any commercial sensitivities, obligations of confidentiality and other legal or regulatory restrictions, the Buyer shall:   
      1. notify the Supplier of any claim for which it appears that the Buyer is or may become entitled to indemnification under the Contract; and
      2. allow the Supplier to make reasonable comment upon such claim prior to any action being taken by the Buyer and shall afford such comments reasonable consideration.
10. **Buyer Indemnities**
    1. Subject and without prejudice to Clause 15 (How much you can be held responsible for) the Buyer shall indemnify and hold the Supplier indemnified from and against all:   
       1. fines properly imposed on the Supplier by a Card Scheme due to a material breach of a Mandatory Rule by the Supplier (which Rule was made known to the Buyer by the Supplier in accordance with Paragraph 4 of Part 1 of this Schedule; or
       2. fines or penalties properly imposed on the Supplier by a Regulatory Body due to any breach by the Supplier of the Data Protection Legislation, in each case if and only to the extent arising directly out of a material breach by the Buyer of the Contract or any Authority Cause (but not where and/or to the extent caused or contributed to by the Supplier or anyone acting on its behalf).
    2. The Supplier shall as soon as reasonably practicable from time to time notify the Buyer of any fines or penalties referred to at Paragraph 19.1.2 of Part 1 of this Schedule.
    3. If, within thirty (30) calendar days of the Supplier notifying the Buyer (pursuant to Paragraph 19.2 of Part 1 of this Schedule) of Fines levied by a Card Scheme, the Buyer confirms to the Supplier that it wishes to dispute such Fines, then the Supplier shall in good faith submit such information and dispute to the relevant Card Scheme on behalf of the Buyer and pursue such dispute in accordance with Good Industry Practice. The Supplier shall keep the Buyer informed as to the status and progress of any such dispute.
    4. Where reasonably practicable to do so, having regard amongst other things to the applicable events or circumstances and their impact on the Services and the business of the Supplier and any commercial sensitivities, the Supplier shall allow the Buyer to make reasonable comment upon any matter which is the subject of an indemnity claim by the Supplier against the Buyer under the Contract prior to any action being taken by the Supplier in relation to the claim and shall afford such comments reasonable consideration.
11. **Fees and Charges**
    1. The Charges for the provision of relevant Services and Deliverables by the Supplier shall be set out in the Contract. Where and to the extent that the Supplier's pricing depends on a particular volume of transactions taking place, the Supplier agrees that any volume bands shall apply for the life of the Contract and that once a particular volume of transactions has been reached by the Buyer, the relevant achieved volume will not re-set at the end of a Contract Year.
12. **Exit Requirements**
    1. Upon termination of the Contract for whatever reason each of the Buyer and the Supplier shall return to the other (or, in the case of the Buyer, to such other person as the Buyer may nominate) all documentation or other records (including all copies of documents and records) whatsoever in its possession or control containing Transaction Data (save if and to the extent copies thereof are required to be kept in accordance with applicable Laws or the Rules and provided that if, but only to the extent that, the Supplier in order to perform any of its obligations under Schedule 30 (Exit Management) requires the use of such Transaction Data of the Buyer it may retain and use the same but only for the purposes of, and for the period necessary, to ensure the proper performance of such exit related responsibilities) and each of the Buyer and the Supplier shall cease using any Marks or the name, brand and/or logo of the other.
    2. In the event of termination for any reason of supply of Services by the Supplier, the Supplier shall provide a simple mechanism for the Buyer to obtain access to all past and current data held by Supplier pertaining to the Buyer and all past and current data pertaining to the Buyer's customers and Transactions including but not limited to past or in-flight transaction data as required by the Buyer free of charge and Supplier will provide necessary technical assistance to achieve this in a timescale that does not exceed that set by the termination mechanism or Contract (and otherwise a reasonable period) and any such data must be in a format which is machine readable and if encrypted or tokenised can be decrypted or detokenised either by Supplier prior to delivery to the Buyer or on receipt by the Buyer.
13. **Subcontracting**
    1. The Supplier shall not subcontract any of its obligations or the performance or provision of any of the Services and / or Deliverables under this Contract without the Buyer's express prior written consent (such consent not to be unreasonably withheld or delayed).

**Schedule XX Part 2 Section 1: Acquiring Services Terms**

# Introduction

## The Buyer wishes to procure and the Supplier has agreed to supply Acquiring Services under the Contract.

# Definitions

## In this Section, the following words shall have the following meanings and they shall supplement the definitions contained in Part 1 above:

| **"Acquiring Fees"** | means the fees and charges (exclusive of any applicable VAT) payable to the Supplier by the Buyer under the Contract for the full and proper performance by the Supplier of its obligations under the Contract and the provision of the Acquiring Services and all related Services and Deliverables (which shall be in line with the fees and, where relevant, the amounts provided for in the Contract from time to time); |
| --- | --- |
| **"Acquiring Terms"** | means the terms and conditions of supply set out in Part 1 of this Schedule and in this Section 1 of Part 2; and |
| **"Challenge"** | has the meaning given at Paragraph 8.4.3 of this, Part 2 Section 1 of this Schedule. |

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# Supply of Acquiring Services

## In consideration of the payment of the Acquiring Fees, the Supplier will supply the Acquiring Services to the Buyer in a timely manner and in accordance with the Contract.

## The Supplier shall advise the Buyer on any installation and/or configuration work to be carried out in respect of the Acquiring Services so as to ensure that they will be of satisfactory quality, suitable for the requirements of the Buyer, and fit for purpose.

## The Supplier will assist with and co-operate in any supplier certification, configuring relevant Gateway and/or Payment Equipment identifiers, encryption key loading and connectivity to the Buyer's relevant equipment and relevant providers as required by the Buyer or its third party providers including APM Providers, Gateway providers and/or Payment Equipment providers.

# Implementation and acceptance

## The Activation Due Date for the Acquiring Services will be set out in the Award Form.

## The Supplier shall ensure that the Activation Date is no later than the Activation Due Date.

## If required, the Supplier shall provide support for and enable the migration of any existing recurring payments received by the Buyer and/or of any other services equivalent to the Acquiring Services.

## The Acquiring Services (and any associated items provided by the Supplier) shall only be regarded as delivered and ready for use once they have been successfully installed, implemented, and configured (as required) and tested and a duly authorised representative of the Buyer has confirmed provision and acceptance of the same in writing. However, any such confirmation shall not be regarded as evidence that the Acquiring Service and/or any related Deliverable complies with the requirements of the Contract.

## The Buyer can at its sole discretion reject any item supplied by the Supplier and/or this Agreement which is not of the requested standard. Except where due to default of the Buyer, in the event of rejection of any item by the Buyer, the Supplier will, at its own expense promptly remedy the relevant defect or non-conformity and confirm that the item is ready for use.

## If the Supplier does not deliver and make available the Acquiring Services and all related Deliverables by the Activation Due Date, then the Buyer can withhold payment of the Charges until the Activation Date and once the Supplier actually commences the Acquiring Services in full and in accordance with this Contract.

## If the Supplier becomes aware that the Services and/or any Deliverable cannot be delivered and made available by the agreed Activation Due Date or if the Activation Date is later than the Activation Due Date, the Supplier shall inform the Buyer promptly of the revised Activation Date. If the Supplier does not meet the Activation Due Date for any reason other than as a direct result of the Buyer's breach of the Contract, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of an alternative solution until the Activation Date of the Acquiring Services.

## Where Schedule 9 (Installation Works) and/or Schedule 8 (Implementation Plan and Testing) are incorporated into this Contract then they are intended to supplement the implementation and testing provisions in this Paragraph 4 of Part 2 Section 1 of this Schedule but in the event of any conflicts then the provisions in Schedule 9 (Installation Works) and/or Schedule 8 (Implementation Plan and Testing) shall prevail.

# Right to Use

## The Supplier Assets are (including any encryption keys provided by the Supplier in Software form) and shall remain the property of the Supplier. The Buyer will not acquire ownership of any Supplier Assets other than as expressly set out in the Contract. The Buyer, its personnel and other authorised users shall have (and the Supplier hereby grants to them) the right to connect to, access and use the Services and the Supplier Assets (including acting as or via Related Suppliers and/or Related Supplies) for the purposes of and in accordance with the Contract. To the extent that the Services and Deliverables involve the provision of software by the Supplier, the provisions of Part 1 of this Schedule shall also apply.

## The right to use as referred to above shall commence on the Activation Date and shall continue for the Supply Period.

# Supplier's Warranties

## The Supplier warrants, represents and undertakes (in addition to any other provisions in the Contract) that:

## the Supplier is and shall at all times remain a fully authorised Acquirer.

## the Services and all other Deliverables supplied and/or made available shall:

## be sufficient and able at all times to facilitate the acceptance, authorisation, receipt, processing, transfer, clearing, settlement, and accounting of Transactions (including payments by the Payer to the Buyer's Gateways) required by the Buyer (including, in the case of Cards, using Chip and PIN, CVC, and contactless technology or its replacement). The Supplier shall provide, maintain and update all hardware and software required to facilitate the acceptance, processing and acquiring of Transactions required by the Buyer through the Services;

## be available for uninterrupted service 24 hours a day/7 days a week/ 365 days per year (366 in a leap year);

## collect and process (where relevant in co-operation with the Buyer and/or its Gateways and/or relevant Gateway providers) Transaction Data including for transmission to (and the Supplier will transmit the same to) the relevant Card Scheme, Card Issuers (where relevant), and/or other relevant providers and/or the Buyer System and/or the Buyer's other nominated provider (and in accordance with PCI);

## facilitate both "Cardholder Present" and "Cardholder Not Present" Transactions for Cards;

## support and interface to the Buyer's Payment Equipment and other equipment and systems set out in the Specification;

## have all encryption keys invalidated on any tampering with the relevant Gateway or Payment Equipment; and

## allow the Buyer to decide which Cards and/or the Cards of which Card Schemes can be accepted and processed at any time (it being acknowledged that where the Buyer has chosen to accept specific Cards issued under a particular Card Scheme, the Supplier may be required under the relevant Mandatory Rules of that Card Scheme to ensure that all such Cards issued under the relevant Card Scheme are capable of acceptance regardless of who the relevant Card Issuer is).

## The Supplier shall ensure that all Transactions are processed and any issues are resolved in accordance with:

## the Service Levels; and

## all Laws and Rules at all times.

## In connection with the warranty at Paragraph 6.1.2.3 of this Part 2 of Section 1 of the Schedule the Buyer acknowledges and agrees that the Supplier may be required, by Mandatory Rules, to ensure that any Gateway and/or Gateway provider, and/or PE of the Buyer is compliant with PCI and the Mandatory Rules. The Supplier shall notify the Buyer as soon as possible on becoming aware that any Gateway, Gateway provider, Payment Equipment, Related Supplier, and/or any other element of the Buyer System and/or a Related Supply is or may be non-compliant with PCI and/or the Mandatory Rules (giving full details and an explanation and confirmation, acting reasonably and in good faith, of any steps which would ensure compliance with PCI and the relevant Mandatory Rules).

# Transactions and Settlement

## The Supplier shall deal with the Authorisation and acquiring of relevant Transactions, the processing of Refunds, and the Settlement of relevant Transaction Revenue in accordance with the Specification.

## The Supplier shall, at the Settlement Time, send Settlements where relevant by direct bank transfer to the Buyer Bank Account.

## The Supplier shall, where agreed as part of the Services, request and obtain funds for and make Settlements for Transactions for which Authorisation has not been obtained.

## The Supplier shall provide the Buyer with full details of any denied Authorisations (including details of the relevant Cards, accounts, and Transactions) and shall also provide the Buyer with any and all Block Lists in such form and frequency as may be required under the Contract and/or by Law and/or the Rules.

## The Buyer shall:

## not knowingly request payments from and/or process Refunds to Cardholders which are not made in connection with the Buyer's operations and/or dealings with the Cardholder;

## not knowingly request payments and/or process Refunds in respect of items, and/or other activities, which fall outside the business and operations of the Buyer; and

## only request payments and/or process Refunds in respect of activities, items or operations that the Cardholder would reasonably expect to receive (or to be the subject of) and endeavour to supply any relevant goods or services and submit Transactions in accordance with applicable Laws.

## The Buyer acknowledges and agrees that:

## it has no authority from the Supplier to permit use of the Card Marks by any of its representatives or agents; and

## any Card Scheme may at any time and without advance notice prohibit the Buyer from using its respective Card Marks for any reason.

## The Supplier shall Settle to the Buyer without any set-off, deduction or withholding of any kind save as may be expressly agreed between the Parties in writing in the Contract.

## The Supplier shall hold all amounts which are due to be paid to the Buyer on trust for the Buyer pending payment over to the Buyer. Where required by and agreed with the Buyer, the Supplier shall hold all such amounts in a separate and identifiable account which indicates that its contents are the sole property of the Buyer*.* In all other respects the relevant sums shall be handled by the Supplier in accordance with relevant Laws.

# Chargebacks

## It is acknowledged that, in certain circumstances, Card Issuers (via the Card Schemes and in accordance with the relevant Mandatory Rules) may require repayment from the Supplier in respect of a Chargeback or may wish to withhold settlement of a particular Transaction to effect a Chargeback relating to that Transaction.

## The Buyer acknowledges and agrees that, subject to Paragraphs 8.3 to 8.5 of this Part 2 Section 1 of the Schedule:

## it may be required to reimburse the Supplier for a Chargeback in circumstances where the Buyer has received Settlement of the payment in respect of the relevant Transaction; or

## where Settlement of the relevant Transaction has not yet happened the Supplier may withhold the Settlement of the relevant Transaction which is subject to the Chargeback.

## The obligation of the Buyer to reimburse (and the ability of the Supplier to withhold) shall not apply to any Chargebacks required by a Card Issuer or a Card Scheme or otherwise where, and to the extent that, the relevant Chargeback was caused or contributed to by any act, omission, breach, or Default of the Supplier or anyone acting on its behalf. In such cases the Supplier shall remain liable to Settle the amount of the relevant Transaction to the Buyer.

## All Chargebacks shall not exceed the value of the relevant Settlement of the original Transaction.

## The Supplier shall, as soon as possible:

## notify the Buyer of any Chargebacks which have accrued or which have not previously been notified to the Buyer;

## investigate the validity of any such Chargeback (including to confirm that the Card Issuer has charged back the correct Transaction in accordance with the relevant Rules);

## query and challenge the relevant Chargeback when required to do so by the Buyer pursuant to Paragraph 8.5 of this Part 2 Section 1 of the Schedule and/or where otherwise required under this Contract ("Challenge"); and

## provide assistance to the Buyer in respect of any Chargeback which the Buyer acting reasonably disputes in good faith.

## The Supplier shall provide to the Buyer such details as the Buyer may require in respect of any Chargeback and/or Challenge.

## If, within thirty (30) calendar days of the Supplier notifying the Buyer pursuant to Paragraph 8.4 of this Part 2 Section 1 of the Schedule of a Chargeback, the Buyer confirms that it wishes to dispute such Chargeback (and/or, otherwise, if required under the Contract) the Supplier shall, acting in good faith (and in accordance with Good Industry Practice) submit such information to, and dispute the Chargeback with, the relevant Card Scheme Card Issuer and/or other relevant entity on behalf of the Buyer, and pursue such dispute in accordance with Good Industry Practice. The Supplier shall keep the Buyer informed at all times and on request of the status of any dispute.

## Where the Buyer is responsible for a Chargeback in accordance with the Contract which relates to the amount of a Transaction which has already been Settled to the Buyer, it shall not be set-off any other amount owed by the Supplier to the Buyer. The Supplier shall invoice the Buyer separately for the amount of such Chargeback.

## Where the Buyer is not responsible for a Chargeback it shall be paid by (and be the responsibility of) the Supplier, and the Supplier shall credit (and, where relevant, refund) to the Buyer the amount of any Charges which were otherwise due to the Supplier in respect of the Transaction which was the subject of the Chargeback.

# Data

## The Supplier shall ensure a PCI-DSS secure connection (versions of TLS approved as Internet Standards, and not yet deprecated, by the Internet Engineering Task Force) is used between the Supplier and the Buyer, the Buyer's website, Buyer's Payment Equipment point of presence, and/or Gateway and between the Supplier and any third party (including any Card Scheme, and/or Card Issuer).

## The Supplier shall, on demand, provide details to the Buyer of all other integration mechanisms for use by the Buyer e.g. mobile SDKs, silent order POST, encrypted (versions of TLS approved as Internet Standards, and not yet deprecated, by the Internet Engineering Task Force) API connection from another PCI compliant Level 1 Service provider including, but not limited to, GOV.UK Pay.

## Subject to the requirements of PCI and the Data Protection Legislation, the Buyer shall use all reasonable efforts to retain legible copies of Transaction Data which it has collected on its Payment Equipment for a minimum period of eighteen (18) months from the date of each Transaction.

## The Supplier may, from time to time and on reasonable notice, reasonably request the Buyer to provide copies of relevant Transaction Data to enable the Supplier to comply with Law and/or to comply with the Rules. The Buyer shall, where reasonably possible, provide such copies to the Supplier within a reasonable period of such request being received by the Buyer from the Supplier.

## The Buyer shall provide the Transaction Data to the Supplier pursuant to Paragraph 9.4 of this Part 2 Section 1 of the Schedule in a medium and format agreed with the Supplier ("Data Transfer Requirements").

## The Supplier may refuse to accept relevant Transaction Data from the Buyer where, but only to the extent that, the relevant Data Transfer Requirements are not satisfied. The Supplier shall notify the Buyer as soon as possible should the Data Transfer Requirements not have been met in respect of any Transaction Data.

# Indemnity and Remedies

## The Supplier shall indemnify the Buyer against all Losses suffered or incurred by the Buyer whilst the Acquiring Services unavailable due a Default or due to the negligence of the Supplier, its servants or agents.

# New Developments

## The Supplier shall provide the Buyer with details and information of any new and/or potential Cards, Card Schemes and/or other developments relating or relevant to the Services as and when they become available and shall ensure that, if required by the Buyer, the scope of the Acquiring Services is extended to accommodate the same (within the timescales as set out in the Contract (if any)).

## The Supplier shall provide the Buyer with details of new card BIN (Bank Identification Number) ranges, and the BINs of Card Schemes in use, as and when they are provided by the Card Schemes and shall ensure the Buyer can accept them, if required, across all the Acquiring Services (and the Buyer's Payments Equipment and/or Gateway) and that they can be handled from the date they are available in the market.

# Financial

## The Supplier may invoice the relevant Charges which are due in accordance with the Contract.

## The Supplier may also invoice the Buyer separately for the following:

## any Refunds properly processed by the Supplier that have not already been debited to or paid by the Buyer; and

## any Chargebacks and any Fines which are properly due from the Buyer to the Supplier in accordance with the Contract.

## The Supplier shall ensure that there is no netting-off or setting-off of monies from the Buyer’s bank account(s) and/or any sums due or paid to the Buyer (unless otherwise expressly agreed between the Parties).

## For the avoidance of doubt, the Supplier shall not be entitled to recover any Fine from the Buyer where and/or to the extent that the relevant Fine has been caused or contributed to by any act, omission, breach or default of or by the Supplier (or anyone acting on its behalf) including a breach of the Rules and/or PCI.

## The Supplier may revise the Fees if agreed in writing with The Buyer. The Supplier shall give the Buyer as much notice as possible (and not less than thirty (30) days in advance) of any proposed change.

# Buyer's Obligations

## The Buyer shall not alter, tamper with, or modify any Software or other Supplier Assets which belong to the Supplier but which are supplied to enable receipt of the Acquiring Services (except where and to the extent permitted as part of the required Specification) without the Supplier's written consent, which cannot be unreasonably withheld or delayed.

## The Buyer shall use reasonable efforts to:

## comply with the agreed interface requirement, set out in the Contract regarding the connection of the Buyer's Payment Equipment to the Acquiring Services reasonable provided by the Supplier;

## not knowingly do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Supplier in any Software provided by the Supplier for the use on the Buyer Payment Equipment (save for the exercise of a lawful lien by the Buyer); and

## not knowingly use the Acquiring Services for any unlawful purpose (without prejudice to the warranties by the Supplier regarding the use and lawfulness of the Acquiring Services).

## The Buyer shall notify the Supplier as soon as reasonably possible if the Buyer becomes aware that the Acquiring Services and/or any related Deliverables are materially defective.

## The Buyer will operate the Acquiring Services in accordance with the Supplier's reasonable recommendations and/or user instructions and where and to the extent that they have been notified to and agreed by the Buyer in the Specification.

# Termination or Suspension Of Services Supply

## At any time with effect from the date which is 90 days after the start of the Contract Period, the Buyer can terminate the supply of any Services and/or Deliverable by giving at least ten (10) days’ written notice to the Supplier.

## The Supplier may, on notice to the Buyer suspend the Acquiring Services where but only to the extent and for the duration that:

## the Buyer is in material breach of any Mandatory Rule, such breach has not been caused or contributed to by any act or omission of the Supplier (or anyone acting on its behalf) or by a Deliverable, and the Buyer has not remedied such breach within thirty (30) days of written notice from the Supplier identifying the breach and requiring the breach to be remedied; or

## the Supplier is expressly required to do so under Law, Mandatory Rules or Regulations (and provided that the Supplier has notified the Buyer as soon as possible in advance of any relevant requirement giving full reasons).

# Consequences Of Expiry Or Termination

## Where the supply of the Acquiring Services is terminated for any reason, the Supplier shall:

## continue to provide all necessary Services in respect of Transactions Authorised prior to the date of expiry or termination; and

## shall return to the Buyer or its nominated Supplier all Transaction Data in the Supplier's possession, custody or control.

## Where the Buyer terminates the Contract under Clause 14 (Ending the Contract) and then makes other arrangements for the supply of a replacement to the Acquiring Services, the Buyer can (without prejudice to its other rights and remedies, and save where the termination is under Clause 14.3 of the Core Terms) recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer, from the Supplier.

## On expiry of the Supply Period or in the event of early termination of the Contract in respect of the Acquiring Services the Buyer will as soon as reasonably possible (and without prejudice to any continuing obligation of the Supplier):

## cease use of the Services and Deliverables;

## remove any Software belonging to the Buyer from the Payment Equipment.

# Reporting

## The Supplier shall provide the Buyer with reporting at the times and in the format required by the Buyer, including in relation to:

## Transaction types and volumes (as set out where relevant in the Contract);

## fault reporting analysis;

## tamper evidence;

## status and progress of Challenges and Chargebacks;

and such other details as the Buyer may request.

**Schedule XX Part 2 Section 2: Gateway Services Terms**

# Introduction

## The Buyer wishes to procure and the Supplier has agreed to supply a Gateway and certain related services) under the Contract.

# Definitions

## In this Section, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions) and the definitions contained in Part 1 and Part 2 Section 1 above:

| **"Gateway"** | means the payment gateway portal and related software programs set out and further described in the Specification. For the avoidance of doubt, the Gateway shall be considered a Deliverable for the purposes of this Contract; |
| --- | --- |
| **"Gateway Fee"** | means the fees and charges (exclusive of any applicable VAT) payable to the Supplier by the Buyer under the Contract for the full and proper performance by the Supplier of its obligations under the Contract and the provision of the Gateway and all related Services and Deliverables (which amounts must not be greater than the amounts provided for in the Contract from time to time); and |
| **"Gateway Terms"** | means the terms and conditions of supply set out in Part 1 of this Schedule and in this Section 2 of Part 2 of this Schedule |

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# Supply of Gateway

## In consideration of the payment of the Gateway Fee, the Supplier will supply the Gateway to the Buyer in a timely manner and in accordance with the Contract.

## The Supplier shall advise the Buyer on the selection and specification of the Gateway and, where applicable, any installation and/or configuration work to be carried out in respect of it so as to ensure that the Gateway will be of satisfactory quality, suitable for the requirements of the Buyer, and fit for purpose.

## The Supplier shall allow the Buyer to sign contracts with APM Providers directly, or to allow the Gateway to take settlement of the APM funds on its behalf (known as the "Collect Model") and manage associated settlement risk, and refunds as if they were Card payments.

# Implementation and acceptance

## The Activation Due Date for the Gateway will be set out in the Contract.

## If the Buyer has requested that the Supplier installs and/or configures the Gateway, the Supplier shall do so and to ensure that the Activation Date is no later than the Activation Due Date.

## If required, the Supplier shall provide support for and enable the migration of any existing recurring payments received by the Buyer’s existing gateway services (or other services equivalent to the Gateway Services) and/or Acquiring Services.

## A Gateway shall only be regarded as delivered and ready for use once it has been successfully installed, implemented, and configured (as required) and tested and a duly authorised representative of the Buyer has confirmed provision and acceptance of the Gateway in writing. However, any such Confirmation shall not be regarded as evidence that the Gateway complies with the requirements of the Contract.

## The Buyer can at its sole discretion reject a Gateway which is not of the standard required under the Contract. Except where due to default of the Buyer, in the event of rejection of a Gateway by the Buyer, the Supplier will, at its own expense promptly remedy the relevant defect or non-conformity and confirm that the Gateway is ready for use.

## If the Supplier does not deliver and make available the Gateway by the Activation Due Date then the Buyer can withhold payment of the Charges for that Gateway until the Activation Date and once the Supplier actually delivers the Gateway in accordance with this Contract.

## If the Supplier becomes aware that a Gateway cannot be delivered and made available by the agreed Activation Due Date or if the Activation Date is later than the Activation Due Date, the Supplier shall inform the Buyer of the revised Activation Date. If the Supplier does not meet the Activation Due Date, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of an alternative solution until the Activation Date of the Gateway.

## Where Schedule 9 (Installation Works) and/or Schedule 8 (Implementation Plan and Testing) are incorporated into this Contract then they are intended to supplement the implementation and acceptance provisions in this Paragraph 4 of Part 2 Section 2 of this Schedule but in the event of any conflicts then the provisions in Schedule 9 (Installation Works) and/or Schedule 8 (Implementation Plan and Testing) shall prevail.

# Right to Use

## The Gateway is and shall remain the property of the Supplier. The Buyer will not acquire ownership of the Gateway other than as expressly set out in the Contract. The Buyer, its personnel and other authorised users shall have (and the Supplier hereby grants to them) the right to connect to, access and use the Gateway (including acting as or via Related Suppliers and / or Related Supplies) for the purposes of and in accordance with the Contract.

## The right to use as referred to above shall commence on the Activation Date and shall continue for the Supply Period.

# Supplier's Obligations

## Warranty

## The Supplier warrants, represents and undertakes (in addition to any other provisions in the Contract) that the Gateway and all other Deliverables supplied and/or made available shall:

## be sufficient and able at all times to facilitate the acceptance, authorisation, receipt, processing, transfer, clearing, settlement, and accounting of Transactions required by the Buyer (including, in the case of Cards, using Chip and PIN, CVC, and contactless technology or its replacement). The Supplier shall provide, maintain and update all hardware and software required to facilitate the acceptance and processing of Transactions required by the Buyer through the Gateway;

## be available for uninterrupted service 24 hours a day / 7 days a week/ 365(6) days year;

## collect and process Transaction Data for transmission to (and the Supplier will transmit the same to) the Buyer's Acquiring Services provider, APM Provider and/or any other nominated provider (and in accordance with PCI) ;

## facilitate both "Cardholder Present" and "Cardholder Not Present" Transactions for Cards;

## support and interface to the Buyer's Payment Equipment, APMs, Acquirer and/or Acquiring Services Provider, and other equipment and systems set out in the Specification;

## enable the Buyer to connect or indirectly to any or all APMs without using the Supplier's Services;

## have all encryption keys invalidated on any tampering with the relevant Gateway; and

## allow the Buyer to decide which Cards, Card Schemes, and/or APM can be accepted and processed at any time (it being acknowledged that where the Buyer has chosen to accept specific Cards issued under a particular Card Scheme, the Supplier may be required under the relevant Mandatory Rules of that Card Scheme to ensure that all such Cards issued under the relevant Card Scheme are capable of acceptance regardless of who the relevant Card Issuer is).

## The Supplier shall ensure that all Transactions are processed and any issues are resolved:

## in accordance with the Service Levels; and

## in accordance with all Laws and Rules at all times.

## Data

## The Supplier shall ensure a PCI-DSS secure connection (versions of TLS approved as Internet Standards, and not yet deprecated, by the Internet Engineering Task Force) is used between the Buyer, the Buyer's website, Buyer's point of presence, and the Gateway including directly from Payer where applicable and the Gateway.

## The Supplier shall provide details of all other integration mechanisms for use by the Buyer e.g. mobile SDKs, silent order POST, encrypted (versions of TLS approved as Internet Standards, and not yet deprecated, by the Internet Engineering Task Force) API connection from another PCI compliant Level 1 Service provider including, but not limited to, GOV.UK Pay.

## Maintenance and Support

## The Supplier shall provide maintenance, installation and swap services for the Gateway provided to the Buyer.

## The Supplier is responsible for the provision (at its own costs) of:

## normal routine maintenance (where relevant in accordance with maintenance recommendations as amended from time to time); and

## any Gateway maintenance.

## If the Supplier replaces any components or Gateway the replacement must be new and of the same specification.

## If the Parties agree that the Buyer will pay any additional maintenance or repair costs, the Supplier must advise the Buyer of the costs as soon as practicable which must then be subject to approval in writing by the Buyer, and the Supplier must submit an invoice to the Buyer within ten (10) Working Days of the cost being incurred.

## Indemnity and Remedies

## The Supplier indemnifies the Buyer against all Losses incurred by the Buyer whilst the Gateway is unavailable for use by the Buyer due a Default or due to the negligence of the Supplier, its servants or agents.

## New Developments

## The Supplier shall provide the Buyer with details and information of any new APMs and/or any other developments relevant to the use of a Gateway and/or Gateway Services as and when they become available and shall ensure that, if required by the Buyer, that their Gateway and Services can accept and interface to and/or be used with such APM and/or new developments as soon as reasonably possible and without disruption.

## The Supplier shall provide the Buyer with details of new card Bank Identification Number ("BIN") ranges, and the BINs of Card Schemes in use, as and when they are provided by the Card Schemes and merchant acquiring service providers, and shall ensure the Buyer can accept them, if required, across all the Buyer's Acquiring Services and Gateway Services from the date they are available in the market.

**Payment Equipment and Services and Set- up**

## The Supplier will assist with and co-operate in any acquirer certification, configuring relevant Gateway identifiers, encryption key loading and connectivity to the Buyer's relevant equipment and relevant providers as required by the Buyer or its Acquiring Service providers, APM Service Providers and/or Payment Equipment providers.

# Financial

## The Supplier shall ensure that there is no netting-off or setting-off of monies from the Buyer’s bank account(s) and/or any sums due or paid to the Buyer.

# Buyer's Obligations

## Modifications

## The Buyer shall not alter, tamper with, or modify any Gateway (except where and to the extent permitted as part of the required Specification) without the Supplier's written consent, which cannot be unreasonably withheld or delayed.

## Limits of Use

## While a Gateway is in its possession and control, the Buyer shall use reasonable efforts to:

## keep and operate the Gateway in a suitable environment, use it only for the purposes for which it is intended, and operate it in a proper manner by reasonably trained and competent staff in accordance with any reasonable operating instructions provided by the Supplier;

## comply with reasonable usage instructions provided by the Supplier;

## not knowingly do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Supplier in the Gateway (save for the exercise of a lawful lien by the Buyer); and

## not knowingly use the Gateway for any unlawful purpose (without prejudice to the warranties by the Supplier regarding the use and lawfulness of the Gateway).

## The Buyer shall not remove or deface any marking that the Gateway is provided by the Supplier (unless otherwise agreed).

## The Buyer will not sell or offer to sell the Gateway and can only part with possession or control of, or grant access to, the Gateway to an authorised user in the employment of the Buyer or any of its Related Suppliers (provided that the Buyer shall be entitled to enable access to the Gateway to its relevant third party payers).

## The Buyer shall notify the Supplier as soon as reasonably possible if the Buyer becomes aware that any Gateway is materially defective.

## The Buyer will take reasonable steps to allow the Supplier or its duly authorised representative to inspect the Gateway (if and to the extent that it is hosted by the Buyer) at reasonable times on reasonable advance notice.

## Maintenance

## The Buyer will operate the Gateway in accordance with the Supplier's reasonable recommendations and user instructions and warranty stipulations where and to the extent that they have been notified to the Buyer in the Specification.

## Actions upon Termination or Expiry of Supply Period

## On expiry of the Supply Period or in the event of early termination of the Contract in respect of any Gateway the Buyer will:

## cease use of the Gateway; and

## remove any Transaction Data and any other items belonging to the Buyer (if and to the extent that the Gateway has been hosted by the Buyer and is under its possession or control.

# Termination Of Gateway Supply

## At any time with effect from the date which is 90 days after the start of the Contract Period, the Buyer can terminate the Supply of any Gateway by giving at least ten (10) days’ written notice to the Supplier.

# Consequences Of Expiry Or Termination

## Where the supply of any Gateway is terminated for any reason in addition and without prejudice to the Supplier's obligations under and/or in connection with Schedule 30 (Exit Management) the Supplier shall ensure that the Gateway is disconnected from the Buyer's System.

## Where the Buyer terminates the Contract under Clause 14 (Ending the Contract) and then makes other arrangements for the supply of a replacement to the Gateway, the Buyer can (without prejudice to its other rights and/or remedies, and save where the termination is under Clause 14.3 of the Core Terms) recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer, from the Supplier.

# Reporting

## The Supplier shall provide the Buyer with reporting at the times and in the format required by the Buyer, including in relation to:

## Transaction Types and volumes (as set out where relevant in the Contract);

## fault reporting analysis; and

## tamper evidence,

and such other details as the Buyer may request.

# Schedule XX Part 2 Section 3 - Fraud Services Terms

# Introduction

## The Buyer wishes to procure and the Supplier has agreed to supply certain services (which are incidental to the provision of other services and deliverables by the Supplier to the Buyer) related to the detection and avoidance of payment related fraud and associated deliverables under the Contract.

# Definitions

## In this Section 3, the following words shall have the following meanings and they shall supplement the definitions in Part 1 above:

| **"Fraud Service Fee"** | means the fees and charges (exclusive of any applicable VAT) if any payable to the Supplier by the Buyer under the Contract for the full and proper performance by the Supplier of its obligations under the Contract and the provision of the Fraud Services and all related Deliverables (which amounts must not be greater than the amounts provided for in the Contract from time to time); and |
| --- | --- |
| **"Fraud Terms"** | means the terms and conditions of supply set out in Part 1 of this Schedule and in this Section 3 of Part 2 of this Schedule. |

# Supply of Services

## In consideration of the payment of the Fraud Service Fee (and/or any other fees and/or charges payable by the Buyer under the Contract), the Supplier will supply the Fraud Services to the Buyer in a timely manner and in accordance with the Contract.

## The Supplier shall advise the Buyer on the selection and specification of the Services and, where applicable, any installation and/or configuration work to be carried out in respect of them so as to ensure that the Services and Deliverables will be of satisfactory quality, suitable for the requirements of the Buyer, and fit for purpose.

## If the Buyer wants to retain the use of the Services after the expiry of the current Supply Period then the Buyer may do so by giving written notice to the Supplier at least one (1) Month prior to the end of the Supply Period and specifying the period of any required extension.

# Implementation

## The Activation Due Date for the Services will be set out in the Contract.

## If the Buyer has requested that the Supplier sets-up, implements, and/or configures the Services, the Supplier shall do so and to ensure that the Activation Date is no later than the Activation Due Date.

## If required, the Supplier shall provide support for and enable the migration of any existing fraud prevention and/or detection and/or similar services received by the Buyer (or its existing third party suppliers) from another provider, to the Services to be provided under the Contract.

## The Services shall only be regarded as successfully commenced once all required installation, implementation, configuration and testing has been successfully carried out and a duly authorised representative of the Buyer has confirmed delivery and acceptance in writing. However, any such confirmation shall not be regarded as evidence that the Services (or any of them) comply with the requirements of the Contract.

## The Buyer can at its sole discretion reject any of the Services where and to the extent that they are not of the requested standard. Except where due to default of the Buyer, in the event of rejection of the Services by the Buyer, the Supplier will, at its own expense promptly remedy the relevant defect or non-conformity and confirm that the Services are ready for use.

## If the Supplier does not commence full provision of the Services by the Activation Due Date then the Buyer can withhold payment of the Charges for those Services (if any) until the Activation Date and once the Supplier actually delivers the Services in accordance with this Contract.

## If the Supplier becomes aware that the Services cannot be successfully delivered and commenced by the agreed Activation Due Date or if the Activation Date is later than the Activation Due Date, the Supplier shall inform the Buyer of the revised delivery date. If the Supplier does not meet the Activation Due Date, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of an alternative solution until the Activation Date of the Services.

## Where Schedule 9 (Installation Works) and/or Schedule 8 (Implementation Plan and Testing) are incorporated into this Call Off Contract then they are intended to supplement the implementation and testing provisions in this Paragraph 4 of Part 2 Section 3 of this Schedule but in the event of any conflicts then the provisions in Schedule 9 (Installation Works) and/or Schedule 8 (Implementation Plan and Testing) shall prevail.

# Right to Use and Ownership

## The Supplier Assets (including any APIs) are and shall remain the property of the Supplier and the Buyer will not acquire ownership of other than as expressly set out in the Contract. The Buyer, its personnel and other authorised users shall have (and the Supplier hereby grants to them) the right to connect to, access and use the Services and the Supplier Assets (including APIs) and whether via Related Suppliers and/or Related Supplies or otherwise, for the purposes of and in accordance with the Contract and the provision, receipt and use of the Services.

## The right to use as referred to above shall commence on the Activation Date and shall continue for the Supply Period.

## It is acknowledged and agreed that any refined data-sets created by, and/or "taught" configurations of, automated, machine-learning and/or artificial intelligence systems which are developed, acquired, and/or created in the course of the provision of the Services shall be New IPR for the purposes of the Contract and shall belong to the Buyer in accordance with Clause 10 of the Core Terms. Provided that the purpose of the licence granted to the Supplier in respect of such materials (but excluding any Personal Data and any Authority Confidential Information) under Clause 10 of the Core Terms shall include the right for the Supplier to exploit it generally within its business.

# Supplier's Obligations

## Warranty

## The Supplier warrants, represents and undertakes (in addition to any other provisions in the Contract) that the Services and all other Deliverables supplied and/or made available (including the Supplier Assets, any software, and APIs) shall:

* + 1. be sufficient and able at all times to:
       1. process and facilitate:
          1. the initiation, requesting, authorisation, receipt, and accounting of, and the conduct of fraud and identity checking in relation to Transactions;
          2. the verification of the identity of the relevant Payer; and
          3. the detection and prevention of payment related fraud,

required by the Buyer. The Supplier shall provide, maintain and update all hardware and software required to facilitate the provision of the Services;

## connect to, and enable the placing of enquiries with and the receipt of information from, all Related Suppliers and / or other resources identified in the Contract (including the Specification and/or Award Form);

## be available for uninterrupted service 24 hours a day / 7 days a week/ 365(6) days year;

## collect, generate and process Transaction Data for transmission to (and the Supplier will transmit the same to) the Buyer's Acquiring Services provider, APM Services provider and/or any other nominated provider (and in accordance with PCI); and

## Support and interface to the Buyer Assets, Payment Equipment, APMs and other equipment and systems set out in the Specification.

## The Supplier shall ensure that all Transactions are processed and any issues are resolved in accordance with:

* + 1. the Service Levels; and
    2. all Laws and Rules at all times.

## The Supplier shall ensure the Buyer can decide which banks and account types and other information sources can be connected to at any time for the purpose of Transactions.

## Data

The Supplier and the Deliverables shall process Service-related Data in compliance with the Rules and any requirements of the relevant Payer's bank.

## The Supplier shall ensure a PCI-DSS secure connection (TLS 1.2 standard and as amended and upgraded from time to time) is used between the Buyer, the Buyer's website, Buyer's point of presence, and the Services including directly from Payer where applicable and the Services.

## The Supplier shall provide details of all other integration mechanisms for use by the Buyer e.g. API connection from, amongst other things GOV.UK Pay and/or any others referred to in the Specification and/or the Order Form..

## Maintenance and Support

## The Supplier shall provide maintenance, installation, implementation and swap services for the Services provided to the Buyer.

## The Supplier is responsible for the provision (at its own costs) of any maintenance of the Supplier Assets and/or the Services.

## If the Supplier replaces any components of the Services, API or Supplier Asset the replacement must be identical including in terms of specification.

## If the Parties agree that the Buyer will pay any additional maintenance or repair costs, the Supplier must advise the Buyer of the costs as soon as practicable which must then be subject to approval in writing by the Buyer, and the Supplier must submit an invoice to the Buyer within ten (10) Working Days of the cost being incurred (or such other period as is specified for invoicing in the Contract).

## Indemnity and Remedies

## The Supplier indemnifies the Buyer against all Losses incurred by the Buyer:

## whilst the Services are, or as a result of the Services being, unavailable for use by the Buyer, a Related Supplier and/or a Payer; or

* + 1. in connection with any claim or allegation brought or made against the Buyer by or on behalf of a third party (including a Payer),

and where and to the extent that it is caused, or contributed to, by (and whether directly or indirectly) a Default, or the negligence, of the Supplier, its servants or agents.

* 1. Where any part of the Services or a Deliverable is unavailable if it is not restored within two (2) Working Days, the Charges in respect of that Service and/or Deliverable (as relevant and to the extent that any are payable other than on a per-transaction basis) shall be suspended and shall not resume until the Services and Deliverables have been restored to full working order. The suspension of the Charges is calculated on a daily basis and is without prejudice to any other rights or remedies of the Buyer.

**New Developments**

* 1. The Supplier shall provide the Buyer with details and information of any new sources from which the Supplier would be able to validate Transactions and/or the relevant Payer, and/or any new APIs, API libraries and/or third party suppliers of APIs or "open-banking" platforms or fraud avoidance services which would enable the Services to be provided, as and when they become available and shall ensure that if required by the Buyer, that the use of such items can be adopted within the timescales as set out in the Contract or otherwise agreed between the Parties.

**Payment Equipment and Services and Set- up**

## The Supplier will assist with and co-operate in any set up and/or integration which is required by the Buyer between the Supplier, the Supplier systems, Supplier Assets, and/or any Services and/or Deliverables, and any other Related Supplies (including acquirer certification, configuring relevant gateway identifiers, encryption key loading and connectivity to the Buyer's relevant equipment and relevant providers as required by the Buyer or its Acquiring Service providers, APM Service Providers and /or Payment Equipment or Gateway Service or PISP Service providers).

# Termination Of Supply

## At any time with effect from the date which is 90 days after the start of the Contract Period, the Buyer can terminate the Supply of any Services by giving at least ten (10) days’ written notice to the Supplier.

# Consequences Of Expiry Or Termination

## Where the supply of any Service is terminated for any reason then without prejudice to any obligations of the Supplier under and in connection with Schedule 30 (Exit Management) the Supplier shall end any connection with the Buyer System.

## Where the Buyer terminates the Contract under Clause 14 (Ending the Contract) and then makes other arrangements for the supply of a replacement to the Services, the Buyer can recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer, from the Supplier

## Reporting

## The Supplier shall provide the Buyer with reporting at the times and in the format required by the Buyer (and/or as otherwise set out in the Contract), including in relation to:

## Transaction Types and volumes

## fault reporting analysis;

## tamper evidence; and

## instances of fraud,

## and such other details as the Buyer may request.

**Schedule XX Part 2 Section 4: PISP Services Terms**

# Introduction

## The Buyer wishes to procure and the Supplier has optionally agreed to supply certain Payment Initiation Service Processor ("PISP") (and related) Services under the Contract.

# Definitions

# In this Section 4 of Part 2 of this Schedule, the following words shall have the following meanings and they shall supplement the definitions in Part 1 above:

| **"Open Banking Payment"** | means a payment made from the Payer's bank account to the Buyer's bank account (or an account maintained by the Supplier for and on behalf of the Buyer) facilitated by the PISP online service offered by the Supplier where the payment order was initiated at the request of the Payer; |
| --- | --- |
| **"PISP Service Fee"** | means the fees and charges (exclusive of any applicable VAT) payable to the Supplier by the Buyer under the Contract for the full and proper performance by the Supplier of its obligations under the Contract and the provision of the PISP Services and all related Deliverables (which amount must not be greater than the amount provided for in the Contract from time to time); and |
| **"PISP Terms"** | means the terms and conditions of supply set out in Part 1 of this Schedule and in this Section 4 of Part 2 of this Schedule. |

# 

# Supply of Services

# In consideration of the payment of the PISP Service Fee, the Supplier will supply the PISP Services to the Buyer in a timely manner and in accordance with the Contract. The Supplier shall provide, maintain and update all hardware and software required to facilitate the provision of the Services and enable the making of Transactions via the Services.

# The Supplier shall advise the Buyer on the selection and specification of the Services and, where applicable, any installation and/or configuration work to be carried out in respect of them so as to ensure that the Services and Deliverables will be of satisfactory quality, suitable for the requirements of the Buyer, and fit for purpose.

# If the Buyer wants to retain the use of the Services after the expiry of the current Supply Period then the Buyer may do so giving written notice to the Supplier at least one (1) Month prior to the end of the Supply Period and specifying the period of any required extension.

# The Supplier shall, in respect of Transactions enabled via the PISP Services, allow the Buyer to manage associated settlement risk, and refunds as if they were Card payments.

# Implementation

# The Activation Due Date for the Services will be set out in the Specification and/or the Contract.

# If the Buyer has requested that the Supplier installs and/or configures the Services, the Supplier shall do so and to ensure that the Activation Date is no later than the Activation Due Date.

# If required (and applicable), the Supplier shall provide support for, and enable, the migration of any existing recurring payments received by the Buyer (or its existing third party suppliers) from Payers via another provider, to the Services to be provided under this Contract.

# The Services shall only be regarded as successfully commenced once all required installation, implementation, configuration and testing has been successfully carried out and a duly authorised representative of the Buyer has confirmed delivery and acceptance in writing. However, any such confirmation shall not be regarded as evidence that the Services (or any of them) comply with the requirements of the Contract.

# The Buyer can at its sole discretion reject any of the Services and/or Deliverables where and to the extent that they are not of the standard required under the Contract. Except where due to default of the Buyer, in the event of rejection of the Services or Deliverables by the Buyer, the Supplier will, at its own expense promptly remedy the relevant defect or non-conformity and confirm that the Services or Deliverables are ready for use.

# If the Supplier does not commence full provision of the Services and Deliverables by the Activation Due Date then, without prejudice to the other rights and remedies of the Buyer, the Buyer can withhold payment of the Charges for those Services and/or Deliverables until the Activation Date and once the Supplier actually delivers the Services and Deliverables in accordance with this Contract (which the Supplier shall do as soon as possible).

# If the Supplier becomes aware that the Services or Deliverables cannot be successfully delivered and commenced by the agreed Activation Due Date or if the Activation Date is later than the Activation Due Date, the Supplier shall inform the Buyer of the revised delivery date. If the Supplier does not meet the Activation Due Date, the Supplier must, without prejudice to the Buyer's other rights and remedies, meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of an alternative solution until the Activation Date of the Services and Deliverables.

# Where Schedule 9 (Installation Works) and/or Schedule 8 (Implementation Plan and Testing) are incorporated into this Call Off Contract then they are intended to supplement the implementation provisions in this Paragraph 4 of Part 2 Section 4 of this Schedule but in the event of any conflicts then the provisions in Schedule 9(Installation Works) and/or Schedule 8 (Implementation Plan and Testing) shall prevail.

# Right to Use and Ownership

# The Supplier Assets (including any APIs) are and shall remain the property of the Supplier, and the Buyer will not acquire ownership of them other than as expressly set out in the Contract. The Buyer, its personnel and other authorised users shall have (and the Supplier hereby grants to them) the right to connect to, access and use the Services and the Supplier Assets (including APIs) and whether via Related Suppliers and/or Related Supplies or otherwise, for the purposes of and in accordance with the Contract and the provision, receipt and use of the Services.

# The right to use as referred to above shall commence on the Activation Date and shall continue for the Supply Period.

# It is acknowledged and agreed that any refined data-sets created by, and/or "taught" configurations of, automated, machine-learning and/or artificial intelligence systems which are developed, acquired, and/or created in the course of the provision of the Services shall be New IPR for the purposes of the Contract and shall belong to the Buyer in accordance with Clause 10 of the Core Terms. Provided that the purpose of the licence granted to the Supplier in respect of such materials (but excluding any Personal Data and any Authority Confidential Information) under Clause 10 of the Core Terms shall include the right for the Supplier to exploit it generally within its business.

# Supplier's Obligations Warranty

* 1. The Supplier warrants, represents and undertakes (in addition to any other provisions in the Contract) that the Supplier is duly authorised under all applicable Laws and Rules in order to provide the Services (including where necessary by the UK Financial Conduct Authority at all times as a Payment Initiation Service Provider under the Payment Services Regulations 2017) and that the Services and all other Deliverables supplied and/or made available (including the Supplier Assets, any software, and APIs) shall:
     1. be sufficient and able at all times to process and facilitate:
        1. the initiation, requesting, authorisation, making, receipt, and accounting of, incoming and outgoing Transactions between the relevant Payer's bank account and a bank account nominated by the Buyer and any relevant refunds (where current UK sanctions permit);
        2. the conduct of fraud and identity checking and authentication in relation to Transactions; the verification of the identity of the relevant Payer; and
        3. the detection and prevention of payment related fraud required by the Buyer;
     2. enable any required connection to and interfacing, communication and interoperability with all existing and new banks, bank accounts and account types (including current, checking, savings, deposit, personal and business accounts) both domestic and international and in accordance with, and as identified in, the Specification;
     3. be available for uninterrupted service 24 hours a day / 7 days a week/ 365(6) days year;
     4. collect, generate and process Transaction Data for transmission to (and the Supplier will transmit the same to) the Buyer and/or any other nominated provider (and in accordance with the relevant Rules); and
     5. support and interface to the Buyer Assets, Payment Equipment, APMs and other equipment and systems set out in the Specification.
  2. The Supplier shall ensure that all Transactions are processed and any issues are resolved:
     1. in accordance with the Service Levels; and
     2. in accordance with all Laws and Rules at all times.
  3. The Supplier shall (where possible in the case of new developments which take place after the date of this Contract) ensure the Buyer can decide which banks and account types and other information sources can be connected to at any time for the purpose of Transactions.
  4. The Supplier shall take such steps as may be necessary to prevent a Payer's bank from refusing or blocking Transactions attempted via the Services.  
       
     **Data**
  5. The Supplier and the Deliverables shall process Service-related Data in compliance with the Rules and any requirements of the relevant Payer's bank and the Contract. The Supplier shall ensure that sufficient records of transactions facilitated by the Supplier are maintained and made available to the Buyer on request.  
       
     **Maintenance and Support**
  6. The Supplier shall provide maintenance, installation, implementation and swap services for the Services provided to the Buyer. The Supplier shall ensure that no such activity causes any disruption to the Services and/or the Buyer.
  7. The Supplier is responsible for the provision (at its own costs) of any maintenance of the Supplier Assets and/or the Services.
  8. If the Supplier replaces any components of the Services, API or Supplier Asset the replacement must be of the same specification.
  9. If the Parties agree that the Buyer will pay any additional maintenance or repair costs, the Supplier must advise the Buyer of the costs as soon as practicable which must then be subject to approval in writing by the Buyer, and the Supplier must submit an invoice to the Buyer within ten (10) Working Days of the cost being incurred (or otherwise in accordance with the invoicing provisions of the Contract).  
       
     **Indemnity and Remedies**
  10. The Supplier indemnifies the Buyer against all Losses incurred by the Buyer:
      1. whilst the Services are, or as a result of the Services being, unavailable for use by the Buyer, a Related Supplier and/or a Payer;
      2. in connection with any claim or allegation brought or made against the Buyer by or on behalf of a third party (including a Payer); and
      3. in respect of any loss of or compromise of Service-related Data, and/or any exposure of the Buyer System to malware or any other Malicious Software.  
           
           
         and where and to the extent that it is caused, or contributed to, by (and whether directly or indirectly) a Default, or the negligence, of the Supplier, its servants or agents. The Supplier acknowledges and agrees that it is responsible to the relevant Payers for the conduct of any relevant Transaction.
  11. **New Developments**  
        
      The Supplier shall provide the Buyer with details and information of any new banks and/or bank accounts from or to which the Supplier would be able to facilitate Transactions, and/or any new APIs, API libraries and/or third party suppliers of APIs or "open-banking" platforms which would enable the Services to be provided, and/or Transactions to be carried out, as and when they become available and/or any other changes or developments in the Rules and/or any relevant Laws (and shall ensure that, if required by the Buyer, such items can be adopted and/or brought within the scope of the Services and in the timescales as set out in the Contract or as otherwise agreed between the Parties).
  12. **Payment and Services and Set-up**The Supplier will assist with and co-operate in any bank certification, connectivity to the Buyer's relevant equipment, Buyer System, systems, Related Supplies, Related Suppliers and/or providers as required by the Buyer.

## Termination of Supply

## At any time with effect from the date which is 90 days after the start of the Contract Period, the Buyer can terminate the Supply of any Services by giving at least ten (10) days’ written notice to the Supplier.

## Consequences Of Expiry Or Termination

## Where the supply of any Service is terminated for any reason without prejudice to any obligations of the Supplier under and in connection with Schedule 30 (Exit Management) the Supplier shall end any connection with the Buyer System.

## Where the Buyer terminates the Contract under Clause 14 of the Core Terms and then makes other arrangements for the supply of a replacement to the Services, the Buyer can recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer, from the Supplier

## Reporting

## The Supplier shall provide the Buyer with reporting at the times and in the format required by the Buyer or as otherwise agreed in the Specification, including in relation to:

* + 1. Transaction types and volumes;
    2. Transaction failure or refusal by the relevant Payer's bank;
    3. fault reporting analysis;
    4. tamper evidence; and
    5. instances of fraud,and such other details as the Buyer may request and/or which are set out in the Contract and/or Specification.