



Date Nov 3, 2023 .

Rooftop Housing Association Limited

-AND-

PayPoint Network Limited

CALL-OFF CONTRACT

For Electronic Payment Services – Lot 2B – Single Network Managed Service

CONTRACT ("this Contract")

BETWEEN

- (1) The organisation listed as the Customer in the Contract Particulars (the "**Customer**"); and
- (2) The organisation listed as the Supplier in the Contract Particulars (the "**Supplier**").

INTRODUCTION

Procurement for Housing ("**PfH**") is a contracting authority under Regulation 2 of the Public Contracts Regulations 2015 ("**PCR 2015**") and a central purchasing body under Regulation 37 of the PCR 2015.

PfH placed the contract notice referred to in the Contract Particulars ("**the OJEU Notice**") inviting tenders for the provision of works, services and/or supplies as set out in the OJEU notice to contracting authorities named in that OJEU notice ("**PfH Members**") under a framework comprised of a number of framework agreements with suppliers ("**the Framework**").

On the basis of the Supplier's tender submitted in response to the OJEU notice, PfH awarded the Supplier a place on the Framework. The Supplier therefore entered into the framework agreement specified in the Contract Particulars ("**the Framework Agreement**") with PfH and Inprova Limited ("**the Procurement Agent**") under which PfH Members can call-off contracts for the Services.

Pursuant to a services concession contract PfH has granted HouseMark Ltd, a company registered in England and Wales with company number 03822761, ("**HouseMark**") the exclusive right as concessionaire to operate and manage a purchasing consortium on behalf of PfH for the benefit of the PfH Members.

The Procurement Agent has been appointed by HouseMark as its sub-contractor to provide services in connection with the administration of the Framework Agreement on behalf of PfH for the benefit of PfH and the PfH Members ("**the Framework Services**").

The Customer is a PfH Member (and therefore "**a Customer**" as defined in the Framework Agreement) and has called off this contract from the Framework. As such this Contract establishes a direct contractual relationship between the Customer and the Supplier under which the Supplier will provide the Services in accordance with this Contract.

IT IS AGREED THAT:

1. INTERPRETATION AND INCORPORATION OF CALL-OFF CONDITIONS

- 1.1 In this Contract terms defined in the Introduction have the meanings given in the Introduction. In addition, the following words and expressions have the following meanings:

"Call-Off Conditions"	means the terms set out in the document entitled "Call-Off Conditions" being the version of those terms published alongside the OJEU Notice and amended by the Parties and attached at Schedule 5 including any schedules attached thereto;
"Contract Particulars"	means the terms set out in Schedule 1 <i>Contract Particulars</i> ;
"Estimated Annual Value"	means the estimated monetary value of this Contract per annum;
"OJEU Notice"	means the OJEU notice referred to in the Contract Particulars being the OJEU Notice for the Framework from which this Contract is being called-off; and
"Services"	means the Services the Supplier is to provide under this Contract, being works, services and/or supplies described in the OJEU notice and the Contract Particulars.

- 1.2 Any further terms defined in the Contract Particulars are to have the meanings given to them in the Contract Particulars.
- 1.3 In this Call-Off Contract references to Clauses, Schedules and Paragraphs are (unless stated otherwise) references to Clauses, Schedules and Paragraphs of this Call-Off Contract.
- 1.4 The Schedules to this Call-Off Contract are an integral part of this Contract and are to have effect as it set out in full in the body of this Contract. References to this Contract include the Schedules to this Call-Off Contract.
- 1.5 The Call-Off Conditions will be incorporated into this Contract as though they were set out in full in it and on the basis that they are completed in accordance with the Contract Particulars.
- 1.6 The Call-Off Conditions will incorporate the amendments to them set out in the Contract Particulars.

2. PROVISION OF THE SERVICES

Subject to Clause 3 *Order Procedure* of this Contract the Supplier will provide the Services set out in Schedule 2 *Specification* in accordance with the Method Statements set out in Schedule 4 *Method Statements* on the Call-Off Conditions completed in accordance with the Contract Particulars and in return for the Price set out in Schedule 3 *Payment*.

3. **ORDER PROCEDURE**

3.1 The Contract Particulars state whether or not Services are to be instructed through the issue of Orders.

3.2 Where the Contract Particulars provide that:

3.2.1 Services are not to be instructed through the issue of Orders, the Supplier will carry out those Services without the need for any further instruction from the Customer; or

3.2.2 Services are to be instructed through the issue of Orders; the Supplier will carry out such Services as are instructed through Orders issued by the Customer under this Contract.

4. **FORMATION OF THIS CONTRACT**

4.1 This Contract will come into effect on the date of the last signature to be added.

4.2 Where the signature blocks state that this Contract is signed and delivered as a deed it will be a deed. If the Contract is not signed and delivered as a deed by both parties it will not be a deed.

IN WITNESS of this both parties have signed this Contract on the dates stated next to their signatures.

SCHEDULE 1

Contract Particulars

CALL-OFF CONTRACT

The Contract is completed in accordance with the following particulars:

Customer: **Rooftop Housing Association Limited** (registered number 27786R) a co-operative and community benefit society whose registered office is 70 High Street, Evesham, Worcestershire, WR11 4YD; and

Supplier: **PayPoint Network Limited** (company number 02973115) whose registered office is at PayPoint, 1 The Boulevard, Shire Park, Welwyn Garden City, AL7 1EL

Services the Supplier is to deliver:

Cash in, Card Processing and Direct Debit (Facilities Managed) service

1. Cash In Services as set out in Schedule 1 of the Call Off Conditions
2. Card Processing Services (online, recurring card payments, PayByLink, API, event streamer, IVR, SMS and/or App)
3. Direct Debit Services (Facilities Managed) – a regulated standalone agreement must be entered into for these services
4. Card Production and Fulfilment

In the event of conflict or ambiguity between the documents forming the Contract, the following order of precedence shall apply with the document appearing first prevailing:

1. The Contract Particulars;
2. The Service Terms and associated schedules (as defined in the Call-Off Conditions);
3. Terms and conditions set out in the main body of the Call-Off Conditions;
4. The General Terms (as defined in the Call-Off Conditions);
5. Any other document referred to in this Contract.

Services specific to this contract;

Inclusive of provision of additional functionalities for all associated services within the "Credit card or Debit card Services already included under LOT 2 requirements.

The additional supplementary terms related thereto shall be included within Schedule 5:

- Cash over the counter
- Card processing
 - White label web portal
 - White label app

- PayByLink
 - Recurring card payments
 - API and Hosted Field Platform Integration
 - Event Streamer
 - IVR
 - SMS
-
- Card Storage
 - Direct Debit (Facilities Managed)
 - Card Production and Fulfilment

The OJEU Notice: the contract notice with reference number **2019/S 120-294330** dated 25th June 2019 published in the Official Journal of the European Union.

Date of the Framework Agreement: 12th June 2020

Clause 1.2: Additional defined terms:

“Delivery Note”

means a Delivery Note provided by the Supplier accompanying the delivery of goods & Services to the Customer showing the Order number (if any), the type and quantity of the goods (including the code number of the goods, where applicable), any special storage instructions, a statement detailing how to return any packaging materials to the Supplier (where applicable), and, if Specification allows for delivery by instalments, the remainder of the goods still to be delivered;

“Management Information”

means information the Supplier must provide to the Customer free of charge and on a monthly basis relating to the KPI's and KPI Targets as set out in the Specification for measurement of the Supplier's performance under this Contract;

Clause 1.7: Amendments to Call-Off Conditions:

AMEND the Call-Off Conditions as follows:

For the Cash In Services

‘Settlement Day’ means/relates to the day which customer funds will be received into the account designated by the Customer 4 banking days following the day of the transaction

For the Card Processing Services

Settlement will be within 24 hours as per the agreement between the Customer and Elevon

For the Direct Debit Services

DDFM : Settlement will be 5 days after the transaction

Clause 3: Services are to be instructed by Orders:

- Yes

Additional Clause: This Call-Off Contract shall be effective from the date of the last Parties to sign, for mobilisation and set-up purposes only

CONDITIONS OF CONTRACT

The Conditions of Contract are completed in accordance with the following particulars:

Condition 1 *Definitions:*

“Contract Year”	<p>Each Contract Year is a period of 12 Months during the Contract Period:</p> <ul style="list-style-type: none"> from the Starting Date to midnight on the eve of the anniversary following and thereafter
“Defect Rectification Period”	<p>Where the Services include works to be undertaken by the Supplier, the Defects Rectification Period is not applicable</p>
“Defects Liability Period”	<p>Where the Services include works to be undertaken by the Supplier, the Defects Liability period is not applicable</p>
“Delivery Date”	<p>Where the Services include goods to be provided by the Supplier the Delivery Date is not applicable</p>
“Delivery Location”	<p>Where the Services include goods to be provided by the Supplier the Delivery Location is not applicable</p>
“Estimated Annual Value”	<p>£80,000.00 excluding VAT. Note: this is an estimated value for contracting call off purposes and does not constitute a commitment to actual; the annual contact value may be less</p>
“Expiry Date”	<p>11 February 2027: 3 years following the ‘STARTING DATE’ unless</p> <p>(i) The Customer serves six months notice upon the second anniversary of the Starting Date, as detailed in “Initial Period” below</p> <p>(ii) the Client exercises its right to extend the Agreement for a maximum of 2 consecutive periods of 12 months, in which case the Expiry Date shall be the last day of the extension period(s) up to 11 February 2029</p>
“Initial Period”	<p>The Initial Period within which the Contract may not be terminated by a break notice is the period from the Starting Date to midnight on the 2nd anniversary. The Customer may serve six months notice upon the second anniversary of the Starting Date. If no notice is served the Contract will continue until the Expiry Date.</p>

Condition 4.8: The Supplier is to deliver the following minimum requirements each Contract Year in accordance with this Condition:

- Not applicable

Conditions 4.9.6: Apprenticeships must be:

- Not applicable

Conditions 4.11.1: The duration of Work Placements is to be

- Not applicable

Conditions 4.13: The Supplier must notify the following agencies of vacancies relating to the Contract in accordance with this Condition:

- None

Conditions 4.14: The Supplier will provide the Customer a statement in accordance with this Condition:

- Not applicable

Condition 5.1: Delivery: The Services include the delivery of goods to the Customer:

- Yes (under the Card Fulfilment Services)

Conditions 5.3: Installation: The Services include the installation of goods by the Supplier:

- No

Conditions 6.1: Acceptance Tests:

- Applies

Conditions 6.6: The period after the Supplier has notified completion of the Services within which the Customer can post-inspect them is:

- Not applicable

Condition 7.3: Monitoring of the supplier's performance through KPIs:

- Applies

Condition 8.2: Service Credits may be deducted from the Price:

- Yes – as detailed within the general and industry specific terms

Condition 8.4: Payment Of Invoices:

- Paid within 30 days of invoice date

Condition 8.9: The Prices are to be adjusted for Review on the Review Date:

- Yes, in line with the Framework price change process and set out at schedule 3:

Condition 9.1: Written consent from Customer regarding use of Subcontractors by Supplier

- By signing this Agreement, Customer consents to the use of the following subcontractors by the Supplier:

- Manifest Software Solutions Limited (registration number: 09871023)
- TAG Systems Limited (registration number: 11445405)
- RSM 2000 Limited, trading as PayPoint Digital (registration number: 03703548)

By signing this Agreement, the Customer confirms and provides consent to the above subcontractors acting as sub-processors, where relevant, in order to facilitate the Card Fulfilment Service.

Condition 13.4: The subject-matter, nature and purpose and the duration of Processing and the types of Personal Data and categories of Data Subject in relation to which Personal Data may be Processed under this Contract are set out in the table below and as further detailed in the supplier terms:

Personal Data and processing activity

Subject matter of the processing	Transactional Payment Processing
Duration of the processing	Transaction processing is transient at the point of time of the transaction but our policy is to retain the transaction data to support international payment card
Nature and purpose of the processing	The nature and purpose of the processing is to enable data subjects to make payments for good and services by facilitating the payment processes between the data subject, the relevant merchant or organisation providing the goods or services and the associated components of the wider financial system including acquirers, banks and schemes.
Type of personal data	Personal data to support the payment for goods and services, including name, account details, and payment details associated with the transaction as defined by the merchant, organisation, acquirer, bank or scheme.
Categories of data subjects	Individuals who wish to make payments for goods and services.
Obligations and rights of the Client	As defined in the terms in this agreement.

Condition 14.8: Terrorism Prevention:

- Does not Apply

Condition 15.5: The Supplier bears the risk that TUPE will apply on termination and indemnifies the Customer against this risk:

- Does not apply

Condition 15.7: The Customer takes the risk that that TUPE will apply on termination and the Supplier provides TUPE information:

- Does not apply

Condition 16.1: The Customer is:

- Registered Provider

Condition 17.3: The Supplier's Liabilities under the Contract are limited in accordance with Condition 17.3 to the following extent:

- to two times the Contract Value

Condition 18.1: The Insurances required to be maintained by the Supplier are:

- Public liability cover - £5 million in the aggregate over any period of 12 months;
- Professional indemnity cover - £5 million for the duration of the Contract with run-off cover for 6 years thereafter
- Employer's liability and motor insurance - as required by Law; and
- Product liability cover – £ 5 million for the duration of the Contract and run off cover for 3 years thereafter.

Condition 21.3: The period of notice for the Customer to end the Contract (after the end of the Initial Period) on a “no fault” basis is:

- 6 (six) months

Condition 21.4: The period of notice for the Supplier to end the Contract (after the end of the Initial Period) on a “no fault” basis is:

- 6 (six) months

Condition 26.3: The Customer is:

- Not an ALMO

Condition 28.3: The Parties' nominated representatives and their email addresses are:

- for the Customer: Service – Rachael Robinson email address
Rachael.robinson@rooftopgroup.org
Contractual – Melissa Bunn, email address Melissa.Bunn@rooftopgroup.org
- for the Supplier: Vicky Lynch, email address VickyLynch@paypoint.com
Email for Supplier for formal notices: LegalDepartment@paypoint.com

Condition 30.2: Where this Contract is a construction contract under the Construction Act the body responsible for the appointment of the Adjudicator if not agreed is:


- Not applicable

Condition 31.1: The governing Law for this Contract is the law of:

- England and Wales

SCHEDULE 2

Specification






Appendix Number	Document Name	Document
2.0	Doc 22 – Framework Specification & Scope – PfH EPS Framework	 App. 2.0 - Doc 22 - Framework Specifica



As set out in document 22 and schedule 1 of the call-off conditions

Services specific to this contract:







As per mini-competition documentation, PayPoint submission and any subsequent clarifications and as detailed below:

Mini-competition documentation:

Appendix Number	Document Name	Document
2.1	Document 1 – PfH Mini Competition	 Document 1 - PfH Mini Competition.doc
2.2	Document 2 – App A Mini-Comp Specification	 Document 2 - Appendix A - Mini C
2.3	Document 3 – App B Mini-Comp Tender Response Document	 Document 3 - Appendix B - Mini C
2.4	Document 4 – App C Mini-Comp Pricing Matrix v 2	 Document 4 - Appendix C - Mini C
2.5	Document 5 – App D Mini-Comp Form of Tender	 Document 5 - Appendix D - Mini C

2.6	Document 6 – App Ei Call off Contract Lot 2B Mini-Comp	 Document 6 - Appendix Ei – Call O
2.7	Document 7 – App G Data Processing Agreement	 Document 7 - Appendix G - Data P

Supplier submission:

Appendix Number	Document Name	Document
2.8	Document 1	 DOCUME~1.DOC
2.9	Document 2	 DOCUME~2.DOC
2.10	Data Protection	 Data protection.pdf
2.11	Direct Debit DDFM Agreement	 Direct Debit (DDFM) Services Agreement
2.12	Modern Slavery Policy	 Modern Slavery Policy 2022.pdf
2.13	Modern Slavery Statement	 modern_slavery_sta tement_2022.pdf
2.14	PAYPOI – 1	 PAYPOI~1.PDF

And; The issued DPA contained within the original mini-competition document set is to be disregarded; this is now covered within the main content of this agreement, refer to Schedule 1 of the Call off Conditions of Contract located at Schedule 5 Appendix 5.0

And; As detailed below:

- Cash over the counter
- Card processing
 - White label web portal
 - White label app
 - PayByLink
 - Recurring card payments
 - API and Hosted Field Platform Integration
 - Event Streamer
 - IVR
 - SMS
- Card Storage
- Direct Debits (facilities managed)
- Card Production and Fulfilment

Services Overview:

Recurring Card Payments Service

Recurring Card Payment means the submission by the Merchant in accordance with Scheme Rules of a Payment Card Transaction which is made at regular or fixed intervals either via a) the PayPoint Payment Scheduler; or b) via the Customer's own payment scheduler and the PayPoint Platform Integration service.

Note: Additional supplementary terms and definitions associated with this service are contained at Schedule 5 of this agreement.

API (Platform Integration)

Use of the PayPoint Platform Integration to process card payments through Client Applications.

Note: Additional supplementary terms associated with this service are contained at Schedule 5 of this agreement.

PayByLink Service, PayByLink (with barcode function) Service and PayByLink with Recurring Payment Service

Generation by the Supplier of a PayByLink Request for Payment for sending to Customers, with an option enabling Customers to take the generated barcode to an Agent (such barcode containing the reference number of the Customer) and make payment over the counter, and a further option to set up a Recurring Payment.

Such service where the barcode functionality is enabled requires Cash Services, and shall either be provided under this Agreement, or where the provision of such Cash Services is not governed by this Agreement but under agreements currently in place between the Supplier and the Customer. The Customer accepts that the ability of Customers to make payment via an Agent in such manner can only be provided by the Supplier where terms for the provision of Cash Services remain in place between the Parties, whether under this Agreement or separately. Where terms for Cash Services (whether under this Agreement or separately) are no longer in place between the Parties, Customers may no longer make payment via an Agent in such manner.

Customers may also be presented with an option via the PaybyLink Service to set up a Recurring Payment, in which case the Recurring Payments section detailed above shall apply.

Note: Additional supplementary terms associated with this service are contained at Schedule 5 of this agreement.

Event Streamer

Event Streamer	means the enhanced reporting capability which consolidates transaction data from the relevant payment channels and streams such data to a single endpoint on the Customer's system, enabling one source of transaction data which is real-time across all channels;
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Where the Customer has elected to receive reporting via Event Streamer, the Supplier does not warrant for the timeliness of receipt of any reporting by the Supplier's system when using such service.

Card Fulfilment Service

The Supplier will provide facilities to enable the Customer to access the Card Fulfilment Portal and create a Customer Identification Number unique to the relevant customer of the Customer, and then for such Customer Identification Number to be configured onto a Customer Identification Card which is then sent out to the customer, as further detailed below.


Creation of Customer Identification Number:

The Customer shall access the Card Fulfilment Portal and upload the Customer's reference numbers. The Supplier shall either itself, or via its Software Provider, convert such Customer reference number into a Customer Identification Number. The Supplier shall then transmit that information to the IC Supplier.

Creation and distribution of the Customer Identification Card

The Supplier shall, via its IC Supplier, produce Customer Identification Cards, print covering letters for, and post, the Customer Identification Cards to the indicated recipients thereof.

Paypoint Multipay Specification

Appendix Number	Document Name	
2.16	App. 2.1 – PayPoint MultiPay Specification	 App. 2.16 - PayPoint MultiPay Specification

Framework KPI

KPIs	Minimum Acceptable Service Level %
<p>Respond to all Operational Enquiries and requests within 24 (twenty-four) working hours.</p> <p>N.B. The time at which "Operational Enquiries" are recorded shall be based on the date & time a written/electronic operational enquiry is sent to the Supplier.</p> <p>The Supplier's response should be constituted as a substantive response.</p> <p>The time at which the Supplier's response given is recorded shall be based on the date & time a written/electronic response is sent to the Customer.</p>	95%

The KPI will be measured monthly as a percentage of the total number of Operational Enquiries made within the measurement period.	
<p>Delivery on time and in full.</p> <p>The Supplier must deliver the Services in full to the Delivery Location on the relevant Delivery Date in accordance with the Order and Specification.</p> <p>The KPI will be measured monthly as a percentage of the quantity of goods &/or Services the Supplier was able to supply as specified in the Order.</p>	98%
Provide Management Information reports detailing the KPI's for the Contract as outlined in the Specification.	100%

Services to be delivered in line with the Framework KPI and Supplementary Services KPI located within Paypoint General Terms and Conditions document at contained at Schedule 5 of this document.

SCHEDULE 3

Payment

Price changes can only be proposed once a year and will be calculated based on the CPI.

Suppliers must submit proposed price changes to PfH in no other format than as outlined in Document 12 – Appendix J – Price Change Form, at least 45 days prior to the anniversary of the Framework Commencement Date, which is the date agreed pricing will be effective from. This process is also outlined in the flowchart on page 12.

Appendix Number	Document Name
3.0	App. 3.0 – Doc 12 – App. J Price Change Form – PfH EPS Framework


If a supplier wishes to submit price amendments, they must adhere to the following process detailed below.

Failure to adhere to this process may lead to the price change being rejected by PfH and the Supplier will be required to commit to the original pricing.

For increases that are rejected for failure to comply with any points outlined in this process, or if the applied increase does not match the increase agreed with PfH, then the price will remain the same until the next anniversary of the Framework Commencement Date.

Suppliers will also have to notify PfH of any product code changes or products being discontinued. The Supplier will be required to provide an alternative product code and product to replace the older/discontinued version.

As per Mini-Competition Response and as detailed below:

Appendix Number	Document Name	
3.0	DOCUME – 1 (Pricing Matrix V2)	 DOCUME~1.XLS

And; Any subsequent cost clarifications

Yes: Agreement to fix all stated pricing for a period of 2 Years (twenty-four months) from the 'STARTING DATE'

And; As detailed below:

Set-up fee and management fee

The fees for :

- setting up, testing and deploying the Direct Debit, Card Processing and Cash In service will be £7,000 plus VAT.
- Monthly management fee for the Direct Debit (Facilities Managed), Card Processing and Cash In services will be of £1,000 per month plus VAT.

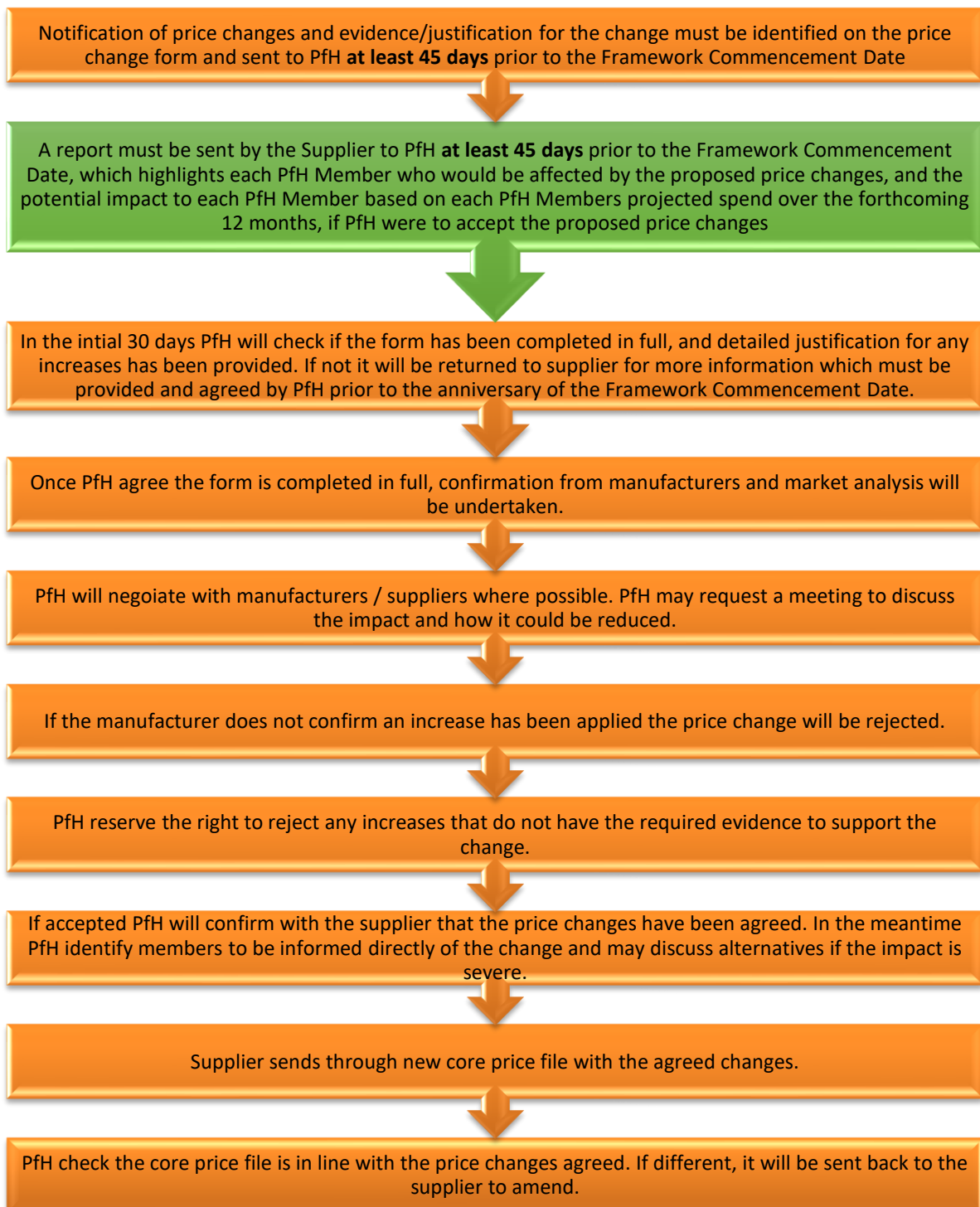
This fee will be invoiced by PayPoint Network Limited and payable within 30 days.

Charges:

- Cash over the counter – £0.34 per transaction
- Card processing - £0.25 per transaction*
 - White label web portal - £0.00 per transaction
 - White label app - £0.00 per transaction
 - SMS - £0.03 per SMS sent or received
 - IVR - £0.01 per minute
 - PayByLink - £0.25 per transaction (*as above)
 - PayByLink Link - £0.06 per Link
 - PayByLink with recurring payments function - £0.06
 - Recurring card payments - £0.25 per transaction (*as above)
 - API and Hosted Field Platform Integration – £0.25 per transaction (*as above)
- Card storage or registration - £0.50 per card
- Event Streamer – **included above**
- Card production and fulfilment: POA
- Direct Debit (Facilities Managed)

Action	Price
Processing the SUN application and database set up	£
Set up of PDD System	£
Number of users licence fee (per month)	£
Letters to DD Mandate customers (each)	£1.50 + P&P
File charge for a letter batch and/or card batch printing instructions	£60
Email to DD Mandate customers (each)	£
Card production	£POA
Postage charges	Standard Royal Mail charges
Processing an Indemnity Claim	£5
Bank Modulus Check (per check)	£0.06
Post Code Check (per check)	£0.06
Monthly hosting fee of PDD system	£
Processing Activity	
File Charge per file sent to BACS	£10

Transaction charge for collection item	£0.28 or %
Minimum per collection item charge for % charge clients	£
Mandate Transaction Charge (including additions and amendments)	£0.28
Online Mandate Transaction Charge via PDD System	£0.28
Unsuccessful Transaction Fee	£0.60
Administration	
Change of Settlement Bank Account or Client Name or other change	£
Hourly rate	£
Stationary	£
Minimum monthly fee	£





SCHEDULE 4

Method Statements

None

Schedule 5

Additional Terms

Appendix Number	Document Name	Document
5.0	App. 5.0 – Doc 14 – Call off Conditions - PfH EPS Framework Doc	 App. 5.0 - Call off Conditions - PfH EPs
5.1	App. 5.1 – PayPoint General Terms and Conditions	 App. 5.1 - PayPoint General Terms and C

Additional Supplier Supplementary 'Service Specific' Terms

The following amendments to the Supplier Terms shall be made in relation to the additional services (to be included as part of the LOT 2 Credit card Services and Debit card services requirement included under the PFH Framework Agreement, signed 12 June 2020)

Recurring Card Payments Service

Add definitions: For the purposes of this service:

PayPoint Payment Scheduler means the process run by PayPoint within the Client Portal to enable the payment instructions submitted by the Customer to be collected and enables the Customer to create and manage recurring payment schedules for their customers in order to process a recurring payment.

Merchant means the Customer.

The following clauses shall be added to Appendix One of the Card Processing Schedule:

- a) The Customer has and will maintain all necessary consents to enable the Customer to submit a recurring Transaction to the Acquirer for processing and will comply with any legal and/or regulatory obligations applicable thereto.
- b) Where the Customer submits as Scheduler for fixed and/or variable payments to be processed, the Customer is responsible for the accuracy of any data including but not limited to Payment Data included therein.

API (Platform Integration)

Supplementary terms relevant for the PayPoint Platform Integration service

1. Subject to this Agreement, where the Supplier provides the PayPoint Platform Integration to the Customer, the Supplier grants to the Customer a non-exclusive, non-transferable, non-sublicensable, revocable right and license within the territory of the UK and during the Term to:
 - (a) Use and make calls to the PayPoint Platform Integration (whether directly or via any hosted field option provided by the Supplier) to develop, implement and distribute Client Applications solely for use by Customers of the Customer in connection with the Services;
 - (b) Use, reproduce, distribute, and transmit Data to the extent necessary to format and display it through the Client Applications; and
 - (c) Use any login or identification credentials provided to it by the Customer for use pursuant to this Agreement of the PayPoint Platform Integration or authentication of Client Applications.
2. Use of the PayPoint Platform Integration is pursuant to the API Integration Document as provided to the Customer (and as may be updated from time to time). The Customer will respect and comply with all technical and policy limitations of the PayPoint Platform Integration and the restrictions of this Agreement and the API Integration Document in designing and implementing Client Applications, including (without limitation), the Customer shall not breach any explicit rate limitations on calling or otherwise utilising the PayPoint Platform Integration. The Customer shall not refer to the Supplier in its Client Applications in any form other than as may be permitted in the API Integration Document. The Supplier reserves the right to either temporarily or permanently suspend or terminate the Customer's use of the PayPoint Platform Integration where the Supplier believes in its sole discretion that the Customer has breached (or is intending to breach) either the terms of this Agreement or the API Integration Document. In such circumstances, such termination or suspension is without any liability of the Supplier or the Supplier Group.
3. The Supplier shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual licence to implement, use, modify, commercially exploit and/or incorporate into the Services and/or the PayPoint Platform Integration any suggestions, enhancement requests, recommendations or other feedback the Supplier receives from the Customer regarding the PayPoint Platform Integration.
4. The Customer is responsible for any integration to the PayPoint Platform Integration and for maintaining its interface with PayPoint Platform Integration and updating its Client Applications, interfaces and connections arising from any changes implemented by the Supplier to the PayPoint Platform Integration. The Supplier may provide assistance to the Customer (at the Customer's cost) with the integration process if agreed in writing, whether explicitly within this Agreement, or separately between the Parties.
5. Notwithstanding any testing that the Parties may agree to carry out pursuant to this Agreement, the Customer is otherwise responsible for testing and the regular monitoring of all integration links, interfaces and processing between the PayPoint Platform Integration and any Customer systems or Client

Applications. The Customer will notify the Supplier immediately the Customer becomes aware of any problems with;

- (a) the processing of Transactions via the PayPoint Platform Integration;
or
 - (b) the integration with interfaces to the PayPoint Platform Integration.
6. If the Customer is unable to complete the integration, the Supplier will not be required to refund any amounts the Customer has paid to that date. Further, the Supplier shall not be liable for any errors, omissions, costs, losses or expenses arising directly or indirectly as a consequence of the integration process and/or the Customer's testing, the Client Applications, integration and/or the API Integration Document. The Customer must ensure it refers to the latest version of the API Integration Document prior to any intended use.
7. The Customer shall not, under any circumstances, through Client Applications or otherwise, repackage or resell (whether in whole or in part) the Services or the PayPoint Platform Integration. The Customer is not permitted to use the PayPoint Platform Integration in any manner that does or could potentially undermine the security of the Services, the PayPoint Platform Integration, Payment Data or any other data or information stored or transmitted using the Services. In addition, the Customer shall not, and shall not attempt to:
- (a) Use the PayPoint Platform Integration in any form not prescribed by this Agreement or the API Integration Document;
 - (b) Interfere with, modify or disable any features, functionality or security controls of the Services or the PayPoint Platform Integration;
 - (c) Defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Service or the PayPoint Platform Integration, and/or
 - (d) Reverse engineer, decompile, modify, disassemble or derive source code, underlying ideas, algorithms, structure or organisational form from the Services or the PayPoint Platform Integration.
8. The Customer acknowledges and accepts that the PayPoint Platform Integration is generic and it is solely responsible for the content, development, testing, operation, support or maintenance of Client Applications and for any integration it makes with the PayPoint Platform Integration. Without limiting the foregoing, the Customer will be solely responsible for:
- (a) The technical installation, operation, security and stability of Client Applications;
 - (b) Creating and displaying information and content on, through or within Client Applications;
 - (c) Ensuring that its Applications do not breach or infringe the intellectual property rights of any third party;
 - (d) Ensuring that Client Applications are not offensive, profane, obscene, libelous or otherwise illegal; and
 - (e) Ensuring that Client Applications do not contain or introduce malicious code into the Multipay Platform, the PayPoint Platform Integration, Payment Data or any other data stored or transmitted using the Services; and

- (f) Ensuring that its Client Applications are not designed to or utilised for the purpose of spamming any Customers of the Customer.
- 9. The Customer acknowledges and accepts that:
 - (a) Any security standards referred to in the API Integration Document should be seen as minimum standards; and
 - (b) Where notified by the Supplier (acting reasonably) it will immediately cease using the PayPoint Platform Integration when requested to do so.
- 10. The Customer must keep confidential and secure any login or identification credentials provided to it by the Customer for use pursuant to this Agreement of the PayPoint Platform Integration or authentication of Client Applications. The Customer must obtain written consent in advance from the Supplier before disclosing such credentials to any third parties. The Customer must inform the Supplier immediately if credentials have been compromised or disclosed without authorisation. In such circumstances, the Supplier reserves the right to disable such credentials, and if necessary, the Customer's access to the PayPoint Platform Integration.
- 11. The Customer represents and warrants that in using the PayPoint Platform Integration:
 - (a) The Client Applications, the use of such Client Applications by their users, and the activities with respect to such Client Applications undertaken by The Supplier (and the The Supplier Group) in accordance with the terms of this Agreement, do not infringe upon the intellectual property rights of any third party;
 - (b) The Customer will comply with all applicable laws and regulations (including card scheme rules and PCI-DSS requirements, or substitute or successor standards and/or requirements if introduced over time), and maintain all licenses, permits and other permissions necessary to develop, implement and publish its Client Applications;
 - (c) Its Client Applications do not and will not contain or introduce any Malicious Software into the Multipay Platform, the PayPoint Platform Integration, Payment Data or any other data stored or transmitted using the Services;
 - (d) Its Client Applications are not designed to or utilised for the purpose of spamming any Customers of the Customer; and
 - (e) Nothing in this Agreement transfers or assigns to the Customer any intellectual property rights in the PayPoint Platform Integration or Multipay Platform by virtue of its use of the PayPoint Platform Integration.
- 12. For the avoidance of doubt, the terms of clause 5.4 of the General Terms apply to any Third Party Supplier the Customer may use to assist with integration into the PayPoint Platform Integration, or any development, hosting, support and/or use of Client Applications (whether on a one off or ongoing basis). The Customer shall ensure any Third Party Supplier shall be bound by the same terms as the Customer itself in respect to any obligations

it undertakes pursuant to this Service Schedule regarding the PayPoint Platform Integration.

13. The Supplier may issue service updates or new versions of the PayPoint Platform Integration from time to time. The Customer acknowledges and agrees that such updates to or new versions of the PayPoint Platform Integration may be implemented at any time and without any notice to the Customer. The Supplier will specify whether such update or new version is optional and/or whether any version of the PayPoint Platform Integration is made obsolete and is no longer available and/or supported. Where such update or new version of the PayPoint Platform Integration is stated by The Supplier as mandatory, within such period of time as specified by The Supplier (the "Update Period"), the Customer must comply with such update or new version by implementing and using the most current version of the PayPoint Platform Integration and making any changes to its integrations or Client Applications that may be required as a result of such update or new version.
14. Further to paragraph 13 above, the Customer acknowledges that such update or new version of the PayPoint Platform Integration may have an adverse effect on the Customer's integrations or Client Applications, including but not limited to changing the manner in which Client Applications communicate with the PayPoint Platform Integration and display or process Card Processing transactions and other associate features of the PayPoint Platform Integration. Notwithstanding anything else in this Agreement, The Supplier shall have no liability of any kind to the Customer or any of the Customer's Customers with respect to such updates to or new versions of the PayPoint Platform Integration or any adverse effects resulting from such updates to or new versions and/or where the Customer does not use the latest update or version of the PayPoint Platform Integration. The Customer's continued access to or use of the Services or the PayPoint Platform Integration (whether or not following any stated Update Period) shall constitute acceptance of the update or new version.
The Supplier shall appoint a third party to process card payments in accordance with the terms of this agreement.

PayByLink Service, PayByLink (with barcode function) Service and PayByLink with Recurring Payment Service

Supplementary terms relevant for the PayByLink Service

- (a) The Customer and the Supplier shall confirm in writing in applicable Technical Service Documentation (whether Development Service Order or Customer questionnaire) the configuration of the PayByLink Service. Such configuration is subject always to the description and capabilities of the PayByLink Service as set out in the Technical Specification.
- (b) To the extent the Service is customised by the Customer via any self select process within the Service, the Customer is responsible for verifying the customisation is in accordance with their requirements.

- (c) The Customer is responsible for the verification of the accuracy of all Customer Data submitted by them for use with the PayByLink Service.
- (d) The Supplier shall not be liable for the Customer's use of the PayByLink Service. The Customer shall ensure that its use of the PayByLink Service is in compliant with all applicable legal and regulatory requirements and (where applicable) codes of good practice. Further, the Customer shall possess all necessary consents, licences and permissions for the send of any messaging to Customers and use of the PayByLink Service.
- (e) The Supplier shall not be liable for the Customer's ability to render a payment page when accessing a PayByLink Request for Payment, which is based on the capabilities and connectivity of the Customer's own device.
- (f) If agreed between the parties in the Technical Service Documentation that:
 - (i) the Customer shall send PayByLink Requests for Payment to Customers, the Supplier shall not be liable for the receipt of such requests to Customers; or
 - (ii) The Supplier shall send PBL Request for Payment to Customers by SMS, the Supplier shall not be liable to the Customer beyond the transmission from the Supplier of such SMS messages to the relevant host mobile network.
- (g) If, as part of the PayByLink Service, the Customer elects to make a card payment, the processing of the Customer's card payment by the Supplier is in accordance with the terms of the Customer's card processing agreement as set out in Appendix One of Schedule One.

The Supplier shall appoint a third party to process card payments in accordance with Appendix One of Schedule One.

Event Streamer

Note: Where the Customer has elected to receive reporting via Event Streamer, the Supplier does not warrant for the timeliness of receipt of any reporting by the Supplier's system when using such service.

Card Fulfilment Service

Card Fulfilment Portal	means a web accessible back-office portal for the Customer to enable it's reference numbers to be allocated and reconciled into a Customer Identification Number in a format which can be added to a Customer Identification Card and therefore read by any third-party entity, such portal may be the Supplier's Client Portal or a portal provided by the relevant Card Fulfilment Subcontractor;
Card Fulfilment Service	Means the service for creation of the Customer Identification Number, the production of the Customer Identification Card and then the distribution of such Customer Identification Cards to the customers;

Customer Identification Number	Means the 19-digit reference number created within the Card Fulfilment Portal and integrated into the Customer Identification Card and which identifies a customer's account with the Customer;
Card Fulfilment Subcontractor(s)	Means either one, or both, of: 1. the third party appointed by the Supplier which is responsible for creating the Customer Identification Number through its portal (" Software Provider "); and 2. the Customer Identification Card supplier appointed by the Supplier and undertaking the production of the Customer Identification Cards and the distribution of the Customer Identification Cards to customers of the Customer (" IC Supplier ");
Customer Identification Card	means a plastic wallet-sized card unique to a customer of the Customer incorporating the Customer Identification Number.

1. Obligations of the Supplier

a) The Supplier procures a non-exclusive, non-transferable right during the term of this Agreement for the Customer's Users to access the Card Fulfilment Portal and use the Services as made available to the Customer through the Card Fulfilment Portal;

b) Upon receipt of the Customer Identification Numbers from the Software Supplier, the Supplier shall facilitate the transfer of such data to the IC Supplier.

c) The Supplier shall notify the Customer as soon as reasonably practicable of any circumstance that may materially delay or otherwise affect the provision of the Card Fulfilment Service.

d) The Supplier shall, and shall ensure that its Card Fulfilment Subcontractors shall, provide the Card Fulfilment Service in accordance with the relevant or applicable laws, any quality controls, standards or other particular requirements agreed or set out in this Agreement or otherwise agreed in writing between the parties (where relevant). Any amendments thereto will be agreed in writing in accordance with clause 24 (Variations).

e) The Supplier reserves the right to suspend the provision of the Card Fulfilment Services, or a part thereof, at any time in the event that the Supplier is prevented from providing any part of the Card Fulfilment Services due to a default of its Card Fulfilment Subcontractors upon whom the Supplier is reliant, without any liability to

the Supplier. Such suspension shall not constitute a breach for the purposes of clause 21 (Termination).

f) In the event that either of the Card Fulfilment Subcontractors are required to carry out maintenance to their systems, the Supplier shall use reasonable endeavours to ensure that:

(i) any planned maintenance shall be carried out so as not to adversely affect the provision of the Services;

(ii) any unplanned maintenance is performed outside of normal business hours and reasonable notice is provided

g) The Supplier shall use reasonable endeavours to ensure that each Customer Identification Card is produced and placed in the post with the covering letter within 10 Banking Days of the order being received by the IC Supplier.

h) The Supplier shall use reasonable endeavours to ensure that the production and posting of any other letters produced and printed are produced on the correct template and placed in the post within 7 Banking Days of the data for the letters being received by the IC Supplier.

2. Customer obligations

The Customer shall

a) as applicable, upload any customer information, including but not limited to Customer reference numbers and customer data into the Card Fulfilment Portal to enable the Card Fulfilment Services to be provided.

b) provide a specification to the Supplier which shall include any information required by the Supplier, including but not limited to Customer name, logos or relevant scheme to which any payment relates, which it requires to be displayed onto the Customer Identification Card and/or covering letters.

c) where relevant provide a template for any cover letters;

d) ensure that a minimum of ten Banking days' notice is provided for any required changes to a template provided under this Agreement;

e) The Customer acknowledges that the Customer Identification Card does not in any way constitute a Payment Instrument as defined under the Payment Service Regulations 2017.

3. Card Fulfilment Portal

a) Following the Commencement Date, and payment of the requisite Set-Up and Implementation Fees, the Supplier, or its nominated third party provider, shall create a Client Profile and shall provide the Customer (via the Nominated Client

Contact) the Supervisor Access Identifier and Access Identifiers for all initially requested Users.

b) Where applicable, the Supplier shall provide initial training material to the Customer on using the Card Fulfilment Portal.

c) In addition to the Supplier's right to terminate or suspend the provision of Service for breach by the Customer of its obligations under this Agreement, the Customer acknowledges that its access to the Card Fulfilment Portal may be immediately suspended if:

- (i) Emergency maintenance is required, though the Supplier will use all reasonable endeavours to ensure that such suspension is for a short a period of time as reasonably possible;
- (ii) There is, or there is suspected to be, a security breach or denial of service attack or other attack on the Services, in which event the Supplier shall use all reasonable endeavours to rectify the security breach or attack on the Services as soon as reasonably possible;
- (iii) There is any other event, including fraud, which, at the Supplier's sole discretion, may create a risk to the Services, the Customer or any other of the Supplier's clients, if the Services are not suspended, in which event the Supplier shall use all reasonable endeavours to eliminate the risk to the Services as soon as reasonably practicable; or
- (iv) It is required due to regulatory or legal reasons.

In the event that the Supplier is unable to rectify any of the events detailed in (i) to (iv) above to reinstate the Customer's access to the Card Fulfilment Portal, then:

a) the Supplier may terminate this Agreement if its inability to rectify such events are due to

(i) a regulatory change, or adverse event, such as to have an adverse impact (i) upon either Party's ability to perform their obligations, or receive the Services under this Agreement, or (ii) on the reputation of the innocent Party; or

(ii) there being a legislative, or regulatory change, resulting in a material change to the Services provided by the Supplier under this Agreement, or a change in the status of the Supplier;

b) the Supplier may terminate the Card Fulfilment Service.

5. Data Protection

For the purposes of the Card Fulfilment Service D, the roles of the Parties with respect to Data Protection will be as follows:

Customer	Controller
Supplier	Processor

Software Provider	Sub-Processor
IC Supplier	Sub-Processor

By signing this Agreement, the Customer confirms and provides consent to the above subcontractors acting as sub-processors, where relevant, in order to facilitate the Card Fulfilment Service. The Sub-Processor is processing as a result of the instructions of the Processor, at the direction of the Controller. The Customer should refer to Schedule 1 to the Call Off Conditions "Supplier Terms", Appendix "Data Protection Addendum", Part 2 which describes the Controller to Processor Provisions.

And;

In Agreement with the below:


PayPoint Direct Debit (DDFM) Services Agreement


Appendix Number	Document Name
5.2	<p>App. 5.2 – PfH Standalone Agreement – Direct Debit (DDFM) Services Agreement</p> <p>Note: This document to be signed/executed simultaneously with the Call off Contract</p>

Signed for and on behalf of **Rooftop Housing Association Limited:**

Contact Name of Authorised Signatory	Lisa Nicholls
Role in organisation	Executive Director of Operations
Signature	 <small>Lisa Nicholls (Nov 3, 2023 13:57 GMT)</small>
Date	Nov 3, 2023

Signed for and on behalf of **PayPoint Network Limited:**

Contact Name of Authorised Signatory	Danny Vant
Role in organisation	Managing Director – Client Services
Signature	 <small>Danny Vant (Nov 3, 2023 17:01 GMT)</small>
Date	Nov 3, 2023

Contact Name of Authorised Signatory	Rob Harding
Role in organisation	Chief Financial Officer
Signature	 <small>Rob Harding (Nov 3, 2023 17:11 GMT)</small>
Date	Nov 3, 2023