



Crown
Commercial
Service

RM6118: Payment Acceptance Order Form Template (Short Form)

69270789.1

Order Form Template

This Order Form is for the provision of the Call-Off Deliverables. It is issued under the Framework Contract with the reference number RM6118 for Payment Acceptance.

Buyer/ User Name	Government Digital Service, acting on behalf of the Minister for the Cabinet Office
Buyer Contact	REDACTED
Buyer Address	70 Whitehall, London, SW1A 2AS
Invoice Address (if different)	Invoices to be submitted by email to: REDACTED

Supplier/ Stripe Name	Stripe Payments Europe Limited
Supplier Contact	REDACTED
Supplier Address	C/O A&L Goodbody, IFSC North Wall Quay, Dublin 1, Ireland

Framework Ref	RM6118: Payment Acceptance
Framework Lot Number	Lot 2: CNP only card acquiring, gateway and APM Services.
Call-Off (Order) Ref	CCZN21A28 / GDS internal ref. WP1920
Order Date	Commencement of bid was 26 April 2021
Call-Off Reference	CCZN21A28
Call-Off Start Date	Monday 21 February 2022
Call-Off Expiry Date	Tuesday 20 February 2024 Call-Off Initial Period
Extension Options	<p>(i) An optional 1 year Call-Off Optional Extension Period to be decided by Buyer and notified to Supplier no later than 30 days before the end of the Call-Off Initial Period (First Extension).</p> <p>(ii) If Buyer has invoked the First Extension, a further optional 1 year Call-Off Optional Extension Period to be decided by Buyer and notified to Supplier no later than 30 days before the end of the First Extension.</p>

CALL-OFF INCORPORATED TERMS

The Call-Off Contract, including the CCS Core Terms and Joint Schedules' can be viewed in the 'Documents' tab of the Payment Acceptance framework page on the

CCS website:

<https://www.crowncommercial.gov.uk/agreements/RM6118>

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form, including the Call-Off Special Terms and Call-Off Special Schedules (but excluding Annex C to this Order Form and any terms expressly stated not to form part of this Call-Off Contract)
2. RM6118 Payment Acceptance The following Schedules in equal order of precedence:
 - Joint Schedules for RM6118 Payment Acceptance
 - Joint Schedule 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors) subject to Special Term 1
 - Joint Schedule 7 (Financial Difficulties) subject to Special Term 1
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) as amended by Special Term 2
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for CCZN21A28
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call-Off Tender)
 - Call-Off Schedule 9 (Security) as amended by Special Term 3
 - Call-Off Schedule 14 (Service Levels) as amended by Special Term 4
 - Call-Off Schedule 20 (Specification) which sets out the Services to be delivered under this Call-off Contract.
 - Call-Off Schedule 23 (Payment and Related Services Terms)
Part 1 as amended by Special Term 4 and Special Term 5
 - Call-Off Schedule 23 Part 2 Section 1 (Acquiring Services Terms)
 - Call-Off Schedule 23 Part 2 Section 2 (Payment Equipment Terms)
 - Call-Off Schedule 23 Part 2 Section 3 (Gateway Services Terms)
 - Call-Off Schedule 23 Part 2 Section 4 (Fraud Services Terms)
3. RM6118 Core Terms (Attachment 7); and
4. Annex C to this Order Form.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1

In relation to Schedule 6 (Key Subcontractors) and Schedule 7 (Financial Difficulties) the Supplier has advised and the Buyer accepts that as at the Call-Off Start Date there are no Key Subcontractors for the purposes of this Call-Off Contract. In relation to Schedule 12 (Supply Chain Visibility) Buyer has received details of Supplier's service providers on <https://stripe.com/en-gb/service-providers/legal> and has confirmed that Supplier has no further reporting obligations under Schedule 12.

Special Term 2

The Acquiring Services may only be provided by an authorised payment services provider, and the Authorised Payment Services Terms effective as at the Order Date attached at Part 1 of Annex A for the purposes of identification only will apply to the Authorised Payment Services (as defined at Annex A). When accepting a Card as a payment method, the SPUKL Acquiring Terms effective as at the Order Date attached at Part 2 of Annex A for the purposes of identification only will apply. The SPUKL Authorised Payment Services Terms and Acquiring Terms (together the **Financial Services Terms**) may be amended from time to time to comply with changes in Law, changes to the Rules or changes that Supplier is implementing for all Supplier users (**Material Changes**). Supplier will notify Buyer (via email or the Stripe Dashboard) of each Material Change at the same time Supplier notifies all similarly situated Supplier users of the Material Change. For the avoidance of doubt, the Financial Services Terms do not form part of this Call-Off Contract but shall be entered into separately by SPUKL and Buyer.

Special Term 3.

Joint Schedule 11 is entirely deleted and replaced with the terms set out in Annex B below.

Buyer and Supplier agree that only Part A – Short Form Security Requirements of Schedule 9 will apply.

Special Term 4

The contents of Call-Off Schedule 14 shall be amended to delete all reference to Service Credits which the Buyer and Seller agree will not apply.

Special Term 5

Section 12.4 of Call of Schedule 23 shall be amended to add the following sentence at the end of the existing text: "Notwithstanding that Supplier may offer certain Fraud Services from time to time, as between the Buyer and Supplier, except to the extent caused by Supplier's fraud, negligence, or intentional misconduct the Buyer is responsible for any losses incurred due to fraudulent purchases made in connection with Buyer's use of the Services.

Special Term 6

The title of Section 16 of Call-Off Schedule 23 shall be amended to read “Service Suspension and other Remedies” and new Sections 16.3 shall be added as follows:

REDACTED

Special Term 7

The Buyer and Supplier agree that where the Buyer wishes to use Stripe Connect, the terms set out in the Connect Platform Services Addendum attached at Annex C will apply (“**CPS Addendum**”). The CPS Addendum may be amended from time to time to comply with changes in Law, changes to the Rules or changes that Supplier is implementing for all Supplier users (**Material Changes**). Supplier will notify Buyer (via email or the Stripe Dashboard) of each Material Change at the same time Supplier notifies all similarly situated Supplier users of the Material Change. In the event Buyer is notified of a Material Change by Supplier, the Material Change will be incorporated in to the CPS Addendum in accordance with the Variation Procedure.

SOFTWARE TERMS

Additional terms for provision of a Software as a Service solution and provision of Software Support & Maintenance Services (as referred to in are detailed in Paragraph 11.2 of Schedule 23 (Payment and Related Services Terms)) are set out below:

The Buyer warrants that it:

- (a) will implement the Services in accordance with the documentation at <https://stripe.com/docs>. Supplier will make the Documentation available to Buyer to provide guidance to Buyer on implementing the Stripe Services. Supplier may amend the Documentation from time to time. To the extent that the Documentation conflicts with this Call-Off Contract, the terms of this Call-Off Contract will control.
- (b) will not (and will not permit any third party to): (i) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited; (ii) reverse engineer or attempt to reverse engineer the Services; or (iii) perform or attempt to perform any actions that interfere with the normal operation of the Services or affect other Stripe users’ use of the Services.

MAXIMUM LIABILITY

Despite any other provision of the Core Terms or this Call-Off Contract, Supplier’s liability in respect of the indemnities under the Core Terms:

- (i) at clause 12.2 (Obeying the Law) shall be included in the Supplier’s cap on liability as

set out at clause 11.2 of the Core Terms; and

(ii) at clause 14.8 (Data Protection) will not exceed ten million GBP (£10,000,000) in a Contract Year.

For the avoidance of doubt, Buyer remains fully liable for all Connected Accounts (as defined in Annex C) in accordance with the Connect Platform Services Addendum.

CALL-OFF DELIVERABLES

The requirement
Please refer to Bid Pack Attachment 3 – Statement of Requirements

Payment of invoices – will be made by will be made through net settlement

Monthly invoices - Will be issued on the 1st of the month

Settlement Term – 28 working days following statement issue date

CALL-OFF CHARGES

For fees assessed on a per Transaction basis in accordance with the Fee Schedule set out at Annex D below.

ESTIMATED CONTRACT VALUE

£9,100,000.00 (excluding VAT)

ESTIMATED YEAR 1 CHARGES

. REDACTED

COMMERCIALLY SENSITIVE INFORMATION

REDACTED

PERFORMANCE OF THE DELIVERABLES

Key Staff
Please refer to Buyer and Supplier contacts as listed above.
Key Subcontractors
There are no Key Subcontractors for the purposes of this Call-Off Contract.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	REDACTED	Date:	REDACTED

ANNEX A

FINANCIAL SERVICES TERMS

Part 1 - Authorised Payment Services

Effective as at the Call-Off Start Date (as defined in the Call-Off Contract).

Pursuant to an agreement between Stripe Payments Europe Limited ("**Stripe**") and Government Digital Service ("**you**") dated 21 February 2022 ("**Call-Off Contract**") these terms create an agreement between you and Stripe Payments UK, Ltd. which has its principal place of business at 7th Floor, The Bower Warehouse, 211 Old Street, London EC1V 9NR, United Kingdom ("**SPUKL**"). Capitalised terms used in these terms but not defined have the meanings given in the Stripe Services Agreement accessible at <https://stripe.com/gb/legal> unless otherwise specified.

SPUKL is authorised as an electronic money institution by the U.K. Financial Conduct Authority (reference number: 900461) to issue electronic money, enable cash placement and cash withdrawal services on payment accounts, execute payment transactions, make money remittances, and acquire payment transactions (the "**Authorised Payment Services**"). You authorise SPUKL to perform the Authorised Payment Services in connection with your use of the Acquiring Services and in connection with the payment methods and services provided to you by Alternative Payment Method providers.

These terms apply as between you and SPUKL with respect to the services that SPUKL provides to you in its role as Acquirer under the Call-Off Contract. Please note that all other parts of the Services (as defined in the Call-Off Contract) will remain governed by the Call-Off Contract.

You can contact SPUKL by using the Contact us section of our website or sending mail to Stripe Payments UK, Ltd., 7th Floor, The Bower Warehouse, 211 Old Street, London EC1V 9NR, United Kingdom.

Part 2 - SPUKL Acquiring Terms

Effective as at the Call-Off Start Date (as defined in the Call-Off Contract) (**Effective Date**).

Pursuant to an agreement between Stripe Payments Europe Limited ("**Stripe**") and Government Digital Service ("**you**") dated 21 February 2022 ("**Call-Off Contract**"), these SPUKL Acquiring Terms are additional terms applicable to the Acquiring Services, as that term is defined in the Call-Off Contract. Any terms used but not defined in these SPUKL Acquiring Terms will have the meaning provided in the Stripe Services Agreement accessible at <https://stripe.com/gb/legal> unless otherwise specified.

These SPUKL Acquiring Terms constitute a legal agreement between you and Stripe Payments UK Ltd ("**SPUKL**"), which is formed by SPUKL's offer of these terms to you, your acceptance of these terms, and SPUKL's subsequent provision of services to you in accordance with these terms. In order to use the Acquiring Services provided through the Call-Off Contract, you understand that Stripe or SPUKL may enforce any provisions of the

Call-Off Contract that relate to your use of Acquiring Services provided in conjunction with SPUKL. SPUKL may also terminate these SPUKL Acquiring Terms in accordance with section 5 of these SPUKL Acquiring Terms, which may limit or terminate your ability to use Acquiring Services.

These SPUKL Acquiring Terms will be limited to SPUKL's provision of the Acquiring Services under the Call-Off Contract. Please note that all other parts of the Services (as defined in the Call-Off Contract) will remain governed by the Call-Off Contract.

You must accept all of the terms and conditions of these SPUKL Acquiring Terms to use Acquiring Services provided by SPUKL. If you do not accept them, you may not use the Acquiring Services under these SPUKL Acquiring Terms.

Card Network Compliance and Disclosure

a. Important Member Disclosures: SPUKL discloses that:

- it is the only entity approved to extend acceptance of Visa and Mastercard products directly to you under these SPUKL Acquiring Terms;
- it must be a principal (signer) to these SPUKL Acquiring Terms;
- it is responsible for educating you on pertinent Visa and Mastercard rules with which you must comply, but this information may be provided to you by Stripe;
- it is responsible for and must provide settlement funds to you (for further information, see Section 3); and
- it is responsible for all funds held in reserve.

b. Your Responsibilities: You agree that, at all times throughout the term of these SPUKL Acquiring Terms, you will:

- comply with cardholder data security and storage requirements;
- maintain fraud and chargebacks rates acceptable under the Rules;
- review and understand the terms of these SPUKL Acquiring Terms; and
- comply with the Rules.

You may contact SPUKL by using the Contact us section of our website or sending mail to Stripe Payments UK Ltd, 211 Old Street, The Warehouse, 7th Floor, London EC1V 9NR, United Kingdom.

1. Purpose of these SPUKL Acquiring Terms

When your Customers pay you through Stripe, they have the option of paying you through a funding source offered on the Stripe website, including a credit or debit card funded payment. Since you may be the recipient of a credit or debit card funded payment, Visa Inc. ("Visa") and MasterCard Europe SA ("Mastercard") (collectively, the "Networks") require that you enter into a direct contractual relationship with a member of the Networks.

2. Compliance with Network Rules

Where you use the Acquiring Services to accept Charges from payment cards, you will comply with the Network Rules and limitations on use identified in the Call-Off Contract, including the Network Rules applicable to acceptance of Visa and Mastercard branded payment cards. These include guidelines, monitoring programs, and activity reporting (including excessive credits, chargebacks, or deposits). Under the Network Rules, certain activity may subject you to chargebacks, fees, fines, settlement delays, withholdings, audits of

your processing activity, or termination of these SPUKL Acquiring Terms. Without limiting the foregoing, you specifically agree to:

- a. Only submit transactions authorized by the cardholder;
- b. Only accept payment for the sale of products or services, and receipt of bona fide donations, and not for any Restricted Business;
- c. Submit a transaction for the full amount owed by the Customer for the transaction except where you and the Customer agree on a partial shipment (such as receiving a portion of an order), or where the transaction qualifies for delayed delivery or special order deposits (such as paying for a deposit on a custom-built product);
- d. Not establish minimum or maximum amounts (except as permitted by the Network Rules), or condition Charges for use of payment cards, and not discourage the use of one payment card brand over another;
- e. Not impose surcharges or taxes (except where permitted by Law) and, where so done, you will only collect such amounts as part of the submitted Charge;
- f. Use Networks' logos or marks in a manner permitted by the Network Rules;
- g. Prohibit use of payment cards for disbursement of cash (except as permitted by the Network Rules);
- h. Comply with the security obligations identified in the Agreement, including compliance with PCI-DSS and PCI PA-DSS (Payment Application Data Security Standard), as applicable, and only use cardholder data as permitted, and will certify such compliance upon request, and not permit or promote fraudulent use of payment cards or cardholder data;
- i. Audits and inspection of you and your processing activity by the payment card networks and SPUKL. The audits and inspection will include either or both of desktop review and on-site visits;
- j. Make clear to Customers that they are transacting with you prior to, during, and after the transaction, including providing clear statement descriptors;
- k. Use all reasonable methods to resolve disputes with your Customers, including those resulting in a chargeback, and not attempt to recharge a Customer for the transaction unless authorized by the Customer; and
- l. Provide clear refund and exchange language that is consistent with Laws and the Network Rules.

3. Authorization for Handling of Funds

You authorize Stripe, as your designated agent, to initiate holds, receipts, and disbursements of settlement funds ("Settlement Funds") on your behalf upon settlement of Charges from the Networks. You also authorize Stripe to instruct SPUKL, on your behalf as your agent, on how and when disbursements of Settlement Funds should be made. SPUKL's obligations to settle funds to you are satisfied upon transfer of the Settlement Funds to you per your explicit request and authorization as your agent. Settlement funds will be held in pooled merchant accounts pending disbursement of the funds to you (or to any applicable recipient that you have instructed Stripe to make a disbursement to on your behalf) in accordance with the

terms of the Call-Off Contract and these SPUKL Acquiring Terms. You agree that you are not entitled to any interest or other compensation associated with the settlement funds held by SPUKL prior to distribution to the account you designated in your Stripe Account (or to the account of any applicable recipient that you have instructed Stripe to make a distribution to on your behalf), that you have no right to direct SPUKL to distribute settlement funds, and that you may not assign any interest in any funds held by SPUKL. SPUKL may periodically make information available to you through Stripe regarding anticipated funds settlement from the Networks. This settlement information does not constitute or give rise to a deposit or other obligation owed by Stripe or SPUKL to you. Any settlement information communicated to you is for reporting and informational purposes only. You are not entitled to access, and have no ownership or other rights in, the Settlement Funds prior to such funds being credited to the account you identified to Stripe (or to the account of any applicable recipient that you have instructed Stripe to make a distribution to on your behalf). Any authorizations set forth in these SPUKL Acquiring Terms will remain in full force and effect until your Stripe Account is closed or terminated.

4. Sharing of Data

a. You authorize Stripe to provide any Data, including User Data or Payment Data, to SPUKL, the Networks, fraud and AML screening agencies and other relevant governmental bodies to (i) provide the services described in these SPUKL Acquiring Terms to you, (ii) comply with legal and regulatory obligations, and (iii) perform underwriting and risk review, including verification that you are legally permitted to transact and receive funds. Where required to comply with legal, Network, or regulatory obligations, SPUKL may provide any Data to law enforcement, Networks, regulators, or other similar authorized third party Data recipients (as the case may be). This authorization is provided in accordance with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).

b. You agree that you will not (i) use the Payment Data for any purpose other than to support Acquiring Services, (ii) use the Payment Data for any purpose that you know or should know to be fraudulent or in violation of any Network Rules, (iii) sell, purchase, provide or exchange in any manner or disclose Payment Data to anyone other than SPUKL or the Networks (as applicable), or to a government authority in response to a valid government request. Further, you agree that you will at all times comply with the Payment Card Industry Standards ("PCI Standards" including, without limitation, PCI-DSS) with respect to Payment Data and will indemnify and hold SPUKL harmless for any violation or breach of the PCI Standards, including but not limited to, any fines, fees or assessments by any Networks imposed upon you, SPUKL, or Stripe.

c. Stripe's Privacy Policy explains how and for what purposes Stripe collects, uses, retains, discloses, and safeguards the Personal Data you provide to Stripe. You agree to review the terms of the Privacy Policy, which Stripe updates from time to time.

5. Term and Termination

These SPUKL Acquiring Terms will have the same effective date as the Call-Off Contract and will continue so long as you use the Acquiring Services. These SPUKL Acquiring Terms will terminate automatically upon termination of the Call-Off Contract except for those terms which are intended to survive termination. In addition, the Acquiring Services or these SPUKL Acquiring Terms may be terminated by SPUKL upon notice to you in the event that you have breached applicable Laws or the Network Rules.

6. Representations and Warranties

In addition to the representations and warranties made in the Call-Off Contract, you represent and warrant to SPUKL that you (a) are legally able to enter into these SPUKL Acquiring Terms, (b) you will not use the Acquiring Services, directly or indirectly, for any fraudulent or illegal undertaking; and (c) you will only use the Acquiring Services in a manner consistent with the Call-Off Contract and these SPUKL Acquiring Terms, the Documentation, and the Network Rules.

7. Restrictions on Usage

You may not use any Acquiring Services from, or on behalf of persons or entities in a country embargoed, blocked, or defined by any member state of the European Economic Area or the United States. You further acknowledge and agree that you will not use your merchant account and/or the Acquiring Services for illegal transactions or in connection with illegal activity of any kind. Unless otherwise explicitly stated, Acquiring Services are solely for use by individuals, companies, or other entities located (as defined under applicable law and Network rules) in the United Kingdom and European Economic Area.

8. Dispute Resolution

1. If any claim, dispute or difference arises out of or in connection with these SPUKL Acquiring Terms ("**Dispute**"), the senior representatives of the parties who have authority to settle the Dispute will, within 28 days of a written request from the other party, meet in good faith to resolve the Dispute.

2. If the Dispute is not resolved at that meeting, the parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using sections 8.3 to 8.5.

3. Unless you refer the Dispute to arbitration using section 8.4, the parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

4. SPUKL agrees that you have the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

5. You have the right to refer a Dispute to arbitration even if SPUKL has started or has attempted to start court proceedings under section 8.3, unless you have agreed to the court proceedings or participated in them. Even if court proceedings have started, the parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under section 8.4.

6. SPUKL cannot suspend the performance of the Acquiring Services during any Dispute.

9. Waiver

The failure of SPUKL to assert any of its rights under these SPUKL Acquiring Terms will not be deemed to constitute a waiver by SPUKL of its rights to enforce each and every provision of these SPUKL Acquiring Terms in accordance with its terms.

ANNEX B

Joint Schedule 11 (Processing Data)

REDACTED

ANNEX C

CONNECT PLATFORM SERVICES ADDENDUM

REDACTED

APPENDIX TO ANNEX C: CONNECTED ACCOUNT AGREEMENT

Stripe Connected Account Agreement
Redacted

Annex D – Pricing

STRIPE CONNECT FEE SCHEDULE

Stripe	Stripe Payments Europe, Ltd., an Irish company		
User	Cabinet Office		
Territory	User:	Connected Accounts:	
	United Kingdom	United Kingdom	
Payout Currency	GBP		
Effective Date	The Effective Date of the Call-Off Contract	Initial Period	24 months