

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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Order Form

CALL-OFF REFERENCE: RM6248

THE BUYER: Agriculture and Horticulture Development Board

BUYER ADDRESS: Middlesmarch Business Park | Siskin Parkway East | Coventry | CV3 4PE

THE SUPPLIER: Barclays Bank plc T/A Barclaycard Payments

SUPPLIER ADDRESS: 1 Churchill Place, London, E14 5HP

SUPPLIER REFERENCE: RM6248/Sv2.2

REGISTRATION NUMBER: 01026167

DUNS NUMBER: 210021523

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables dated 1 August 2024

It's issued under the Framework Contract with the reference number RM6248 for the provision of procurement cards.

CALL-OFF LOT(S):

Lot 1: Procurement Card

CALL-OFF INCORPORATED TERMS

Pursuant to clauses 2.4 and 2.5 of the Core Terms, the Buyer and the Supplier agree 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.
2. Joint Schedule 1(Definitions and Interpretation) RM6248 Payment Solutions 2
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6248 Payment Solutions 2
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6248 Payment Solutions 2
 - Call-Off Schedule 1 (Transparency Reports)

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- Call-Off Schedule 24 (Lot 1 Procurement Card Terms)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6248 Payment Solutions 2

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Notwithstanding the exclusion of any Supplier terms forming part of the Call-Off Contract, where the Buyer will receive any Services from the Supplier relating to Lot 1 (Procurement Cards) (as more particularly described in Framework Schedule 1 (Specification), the Buyer acknowledges and agrees that the Supplier as a Card Issuer may require either: (a) the Buyer to enter into any Payment Instrument Product Terms (as defined in Call-Off Schedule 24 (Lot 1 Procurement Card Terms); and / or (b) any Buyer Personnel to complete additional Cardholder Terms (as defined in Call-Off Schedule 24 (Lot 1 Procurement Card Terms), in order to receive and / or have access to Procurement Cards issued by the Supplier.

CALL-OFF SPECIAL TERMS

Special Term 1 - Cardholder Terms

In furtherance of paragraph 9.1 of Call-Off Schedule 24 (Lot 1 Procurement Card Terms), the Buyer acknowledges that the Cardholder Terms (appended to this Order Form) shall form part of this Call-Off Contract and may be updated from time to time, as provided by the Supplier to the Buyer (notwithstanding any other provision of this Call-Off Contract).

Special Term 2 – Payment Instrument Special Terms

Where required (and notwithstanding the provisions of clause 18 of the Core Terms), the Buyer shall comply with any additional and specific terms and conditions in respect of the relevant Payment Instrument(s) it receives on the basis of the Payment Instrument application form.

CALL-OFF START DATE:	1 August 2024
CALL-OFF EXPIRY DATE:	31 July 2028
CALL-OFF INITIAL PERIOD:	4 Years
CALL-OFF OPTIONAL EXTENSION PERIOD:	Not Applicable

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CALL-OFF DELIVERABLES

Provision and maintenance Payment Instruments which is accessible to UK central government and wider public sector organisations under Lot 1.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **zero** (the Buyer shall receive the Cards/Payment Instruments free of charge).

CALL-OFF CHARGES

The following ad-hoc fees or charges will be applicable to your card programme:

Description	Fee
Annual Standard Card Fee (Including replacement cards)	
Late or Missed Payment	
Cash Handling Fee	
Foreign Currency Transaction	
Duplicate Paper Statement	
Copy Sales Voucher	
Dormant Cards	
Courier Charges	

*Calculated daily from statement date until balance has been repaid in full

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 in Framework Schedule 3 (Framework Prices).

REBATES

Years	Annual Call-Off Contract Spend (£/year)	Settlement of Statement (days)				
		28	21	14	10	7
1 to 4	£0 - £249,999					
1 to 4	£250,000 - £999,999					
1 to 4	£1,000,000 - £2,999,999					
1 to 4	£3,000,000 - £4,999,999					
1 to 4	£5,000,000 - £9,999,999					
1 to 4	£10,000,000 - £14,999,999					
1 to 4	£15,000,000 - £24,999,999					
1 to 4	£25,000,000 - £49,999,999					
1 to 4	£50,000,000 - £99,999,999					
1 to 4	£100,000,000 - £149,999,999					
1 to 4	£150,000,000 - £199,999,999					
1 to 4	£200,000,000 +					

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PAYMENT OF REBATE

Pursuant to Framework Schedule 1 (Specification), the Supplier shall pay the Rebate within 3 months following each anniversary of the Call-Off Contract (or the Call-Off Expiry Date when applicable) to the bank account specified below. The Buyer is responsible for making sure its bank details are correct.

Bank Account Name:
Bank Account Sort Code:
Bank Account Number:



REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Via Direct Debit on the agreed settlement frequency

BUYER'S INVOICE ADDRESS:

Accounts Payable



Middlemarch Business Park, Siskin Parkway East, Coventry, CV3 4PE

BUYER'S AUTHORISED REPRESENTATIVE

Anthony Holmes

Finance & Operations Director



Middlemarch Business Park, Siskin Parkway East, Coventry, CV3 4PE

SUPPLIER'S AUTHORISED REPRESENTATIVE

Helen Young

Head of Public Sector



SUPPLIER'S CONTRACT MANAGER

Not applicable - queries to be sent to publicsectorcontracting@barclays.com

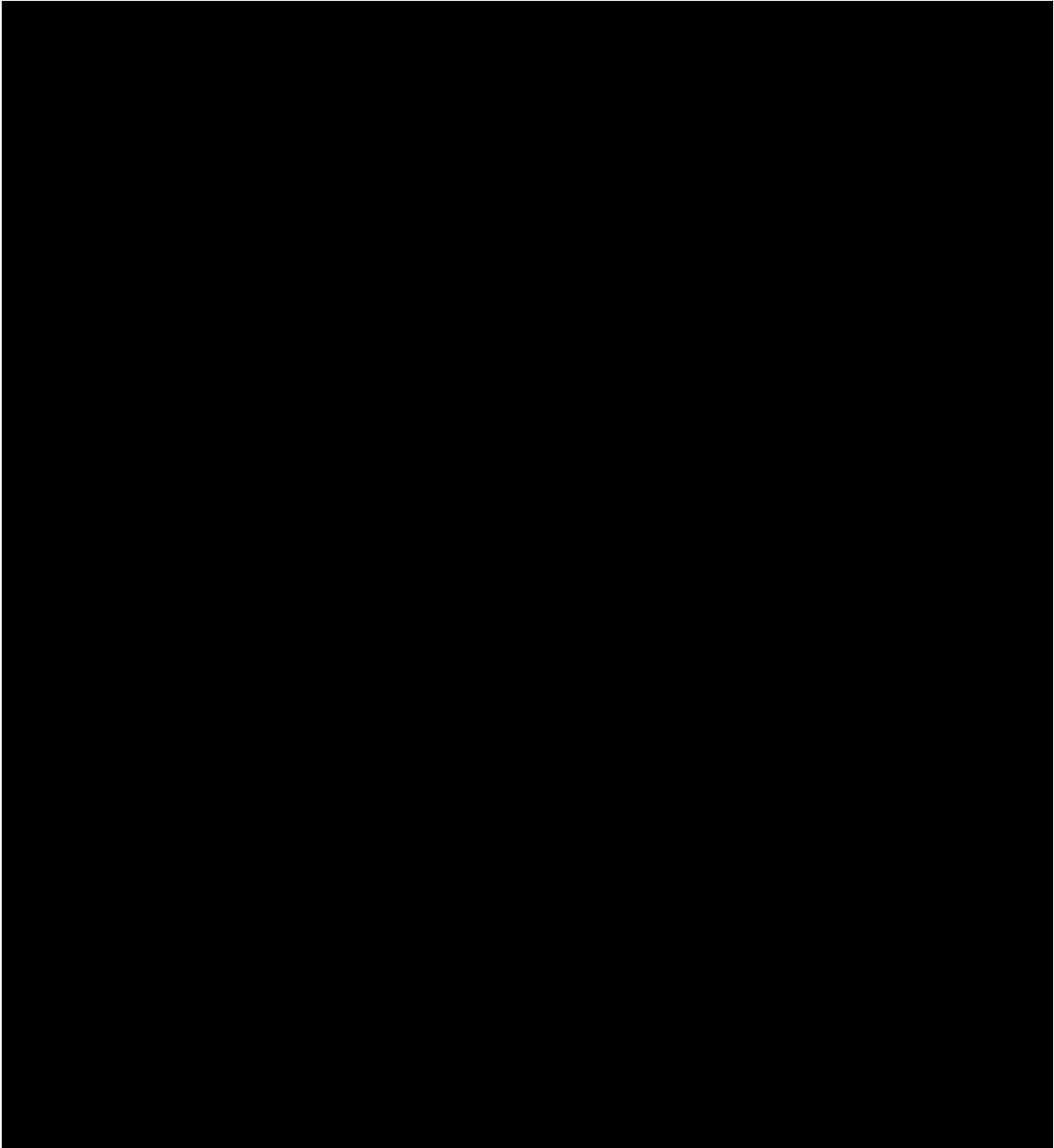
KEY SUBCONTRACTOR(S)

The following Key Subcontractors are in use under this Call-Off Contract as of the Call-Off Start Date:

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Restricted - External

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COMMERCIALLY SENSITIVE INFORMATION

Please refer to Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

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

RM6248 CARDHOLDER TERMS

Introduction

These Cardholder Terms form part of the Buyer's Call-Off Contract with the Supplier and govern the use of the Payment Instruments provided to the Buyer and its End Users.

Contents:

These Cardholder Terms are broken down into three sections:

PART 1: Buyer's obligations

PART 2: Credit limits and Account use

PART 3: Fraud and Unauthorised Transactions

APPENDIX 1: Glossary

APPENDIX 2: Service specific terms

Part A: Bespoke card designs

Part B: Automated transactions

Part C: Third Party Service Providers

Part D: Buyer's Obligations (where any End Users reside outside of the UK)

APPENDIX 3: Cardholder Terms for Charities

Points to note:

1. Capitalised terms are defined terms and have the meaning given in the Glossary appended to these Cardholder Terms. If a term isn't included in the Glossary, then it will have the meaning given to it in the Call-Off Contract between the Buyer and the Supplier.
2. If there is any conflict between these Cardholder Terms and the Call-Off Contract the provisions of the Call-Off Contract will prevail.
3. For the purposes of these Cardholder Terms a reference to "Payment Instrument" will include Physical Payment Cards and Virtual Procurement Cards provided under this Call-Off Contract (as applicable).
4. Unless you are a charity with a business annual income of less than £1,000,000 (one million pounds per annum) (a "**Charity**"), you agree to the following in relation to the Payment Services Regulations 2017:
 - A different time period applies for the purposes of Regulation 74(1) (notification of unauthorised or incorrectly executed payment transactions); and
 - Regulation 77 (payer or payee's liability for unauthorised transactions) does not apply.
5. If you are a Charity (as set out above), the terms in Appendix 3 of these Cardholder Terms apply and set out alternative provisions.

Key Contact Information:

Barclaycard Payments Commercial Fraud Team:

0800 0159 059 (UK) or +44 1452 828 321 (International)

To be used in the event that:

- any Payment Details and/or Payment Instrument(s) have been or are suspected to have been lost, stolen or compromised
- the Buyer or any Related Party of the Buyer suffers, or suspects (or should reasonably have suspected) it has suffered a Data Compromise
- an Unauthorised Transaction or Fraud is suspected and/or detected by the Buyer, an End User and/or a Programme Administrator

Please refer to the flowcharts in Part 3: Fraud and Unauthorised Transactions for each process.

PART 1: BUYER'S OBLIGATIONS

1.1 Buyer's Obligations (General).

The Buyer will for the duration of the Call-Off Contract:

- 1.1.1 ensure that it provides the Supplier with the correct information for each Buyer Account/End User Account (as applicable) and completes and returns all applicable Application Forms;
- 1.1.2 appoint a Programme Administrator to support the implementation and ongoing management of the Programme in accordance with these Cardholder Terms;
- 1.1.3 ensure that each Buyer Account and End User Account is:
 - 1.1.3.1 operated within all applicable Expenditure Limits;
 - 1.1.3.2 operated in accordance with the terms of the Call-Off Contract, including these Cardholder Terms and the Guidelines;
 - 1.1.3.3 operated in accordance with all laws, rules and regulations applicable to the Buyer, Cluster Member and End User; and
 - 1.1.3.4 used solely for legitimate business expenditure, by which we mean expenditure which (a) is on behalf of the business of the Buyer or (where applicable) Cluster Member; (b) is not for any illegal purpose or in any manner prohibited by law; (c) is not for any Authorised Transaction in connection with any purchase of or trade in any cryptocurrency (including Bitcoin); (d) is not for any Authorised Transaction in connection with any purchase of goods and/or services from the Buyer (or any Affiliate of the Buyer); and (e) is not for any other type of Authorised Transaction that the Supplier has notified the Buyer is otherwise prohibited from time to time;
- 1.1.4 implement policies and procedures to ensure that all Transactions debited to each End User Account are promptly checked, either by the End User or by the Buyer, against the Statements provided by the Supplier;
- 1.1.5 implement security policies, procedures and safeguards in accordance with good industry practice (by which we mean the exercise of that degree of skill, diligence, prudence and foresight that would reasonably be expected from a highly skilled and experienced person engaged in the same type of obligation under the same or similar circumstances) to prevent a Data Compromise;
- 1.1.6 ensure that no Account runs in credit; if there is a credit balance the Supplier may return it to the Buyer;

- 1.1.7 consider the type(s) of Transactions it intends to make under the Programme and any Mandatory Restrictions and/or Recommended Restrictions advised by the Supplier in connection with each Payment Card and Account within the Programme in order to minimise the risk of Fraud and Unauthorised Transactions occurring on such Payment Instruments and Accounts, including:
 - 1.1.7.1 not seeking to remove any Mandatory Restrictions on any Payment Instruments and/or Accounts unless and only to the extent the restricted or blocked Transaction types are essential for the Buyer's use of the Programme in accordance with these Cardholder Terms (and a request for the same by the Buyer has been approved by the Supplier); and
 - 1.1.7.2 requesting the Supplier to only allow spending in the merchant category groups that the Buyer, acting reasonably, considers in each case are appropriate based on the Buyer's intended use of the relevant Payment Instruments and/or Accounts, taking into account the Recommended Restrictions (and any other restrictions and/or blocks as set out on the applicable Application Form(s));
- 1.1.8 notify End Users of these Cardholder Terms and any Guidelines and implement reasonable policies and procedures to ensure that:
 - 1.1.8.1 the Buyer Account and each End User Account are used in accordance with paragraph 1.1.3 above;
 - 1.1.8.2 where any End User, Programme Administrator or other Related Party of the Buyer leaves the Buyer or a Cluster Member or is no longer authorised by the Buyer in connection with the Programme: (a) any access of any such End User, Programme Administrator or other Related Party of the Buyer to any Payment Instruments, Payment Details, Accounts and/or the Supplier Systems ceases immediately, including in accordance with any applicable Guidelines; and (b) where capable of being destroyed or returned, any such Payment Instruments are promptly destroyed or, if requested by the Supplier prior to destruction, promptly returned to the Supplier; and
 - 1.1.8.3 the Supplier is notified if any Account is no longer required and all relevant Payment Instruments and Payment Details relating to such Account are no longer used with immediate effect and, where capable of being returned or destroyed, are promptly destroyed or, if requested by the Supplier prior to destruction, promptly returned to the Supplier; and
- 1.1.9 provide, within 10 (ten) Business Days from receipt of the Supplier's request, information that the Supplier may reasonably request relating to the current financial position of the Buyer or any Cluster Member.

PART 2: CREDIT LIMITS AND ACCOUNT USE

- 1.2 **Expenditure (credit) limits.** The Supplier will in its absolute discretion determine any and all Expenditure Limits from time to time.
- 1.3 **Supplier rights to limit use of a Payment Card.** Without prejudice to any other rights the Supplier may have under the Call-Off Contract and/or these Cardholder Terms, the Supplier may restrict and/or cease the Buyer's use of a Payment Card if, in the Supplier's reasonable opinion:
- 1.3.1 the security of the Payment Card may no longer be safe and secure;
 - 1.3.2 unauthorised or fraudulent use of the Payment Card is suspected; and/or
 - 1.3.3 there is a significantly increased risk that the Buyer may be unable to fulfil its liability to pay the balance on any or all Expenditure Limits.

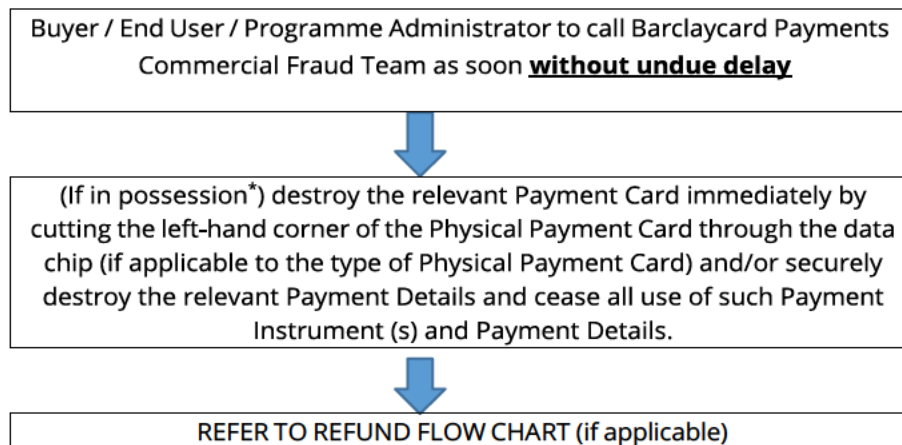
For the purposes of this paragraph 1.3., the Supplier may take into account (without limitation) the financial condition of the Buyer, and/or if the Buyer declines or otherwise fails to provide information requested in accordance with paragraph 1.1.9 above, and/or if the Supplier suspects or becomes aware that an Account is not being used in accordance with paragraph 1.1.3 above.

- 1.4 **Buyer policies and procedures.** The Buyer will be responsible for implementing policies and procedures that require the Buyer and/or End Users on its behalf to check and verify the amount of every Transaction before it is duly authorised. The Supplier will not be responsible for any incorrect payment made by or on behalf of the Buyer in accordance with the Call-Off Contract (including in relation to an incorrect amount and/or payee made by the Buyer, any Cluster Member, End User and/or the Programme Administrator and/or including pursuant to an Automated Transaction Process), but, if requested by the Buyer, will make reasonable efforts to recover the funds.
- 1.5 **Suppliers rights to limit use of a Buyer Account.** In addition to the Supplier's rights in paragraph 5.2 of Call-Off Schedule 24 to the Buyer's Call-Off Contract (and paragraph 5.1 of Call-Off Schedule 24 shall not apply to the same), the Supplier may refuse to approve a Transaction and may suspend the Buyer's and/or an End User's right to use a Buyer Account if:
- 1.5.1 the Supplier considers it reasonably necessary to protect the security of the End User Account and/or the Buyer Account;
 - 1.5.2 the Supplier considers that the payment seems unusual when compared with normal End User usage or otherwise reasonably suspects fraud or illegality; or
 - 1.5.3 the Buyer, the Programme Administrator or an End User has reported a Payment Card or Payment Details to be lost, stolen or compromised.
- 1.6 **Notification of refused Authorised Transactions.** The Supplier will notify the Buyer if it refuses to make a balance transfer to a third party (if available in connection with the relevant Payment Card and/or Account). For any other Authorised Transactions that are refused by the Supplier, an End User will usually be notified that the Supplier has refused an Authorised Transaction because they will be asked for payment by another form (including Payment Card or cash). The Supplier will tell the Buyer why it has refused the Authorised Transaction (unless the law prevents it) if the Buyer contacts the Supplier and requests this information.
- 1.7 The Supplier is obliged to comply with international law in relation to sanctions and other restrictions imposed by the United Nations, European Union and the UK and US governments. In order to comply with international law, regulatory obligations and/or to protect the reputation of the Supplier and its Affiliates, the Supplier may refuse to open an Account or issue a Payment Card to any individual or company on official lists issued by the above governments and international organisations and may suspend or close the Buyer Account or any End User Account to whom these sanctions or restrictions apply. Additionally, the Supplier may restrict Payment Card usage or acceptance in countries subject to sanctions.

PART 3: UNAUTHORISED TRANSACTIONS AND FRAUD

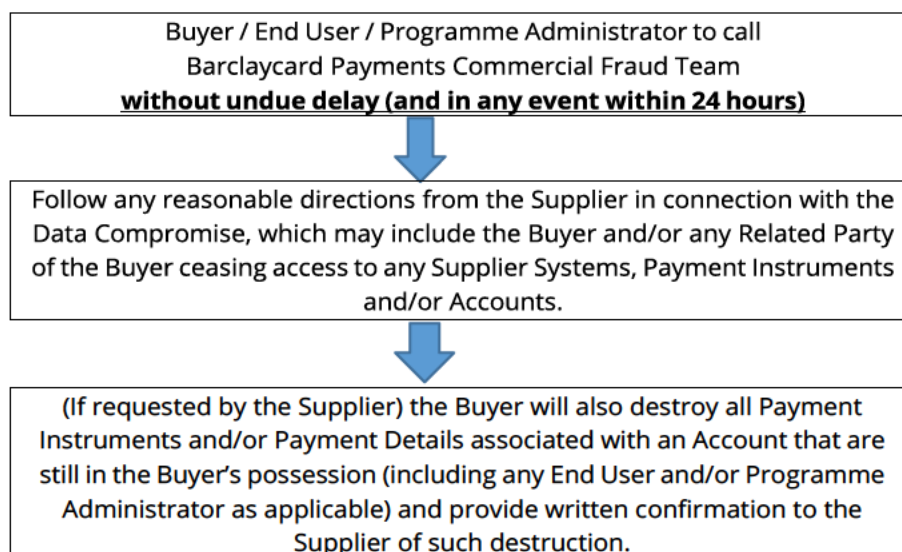
- 1.8 **Transactions that are not Unauthorised Transactions and/or Fraud.** A Transaction will not be considered an Unauthorised Transaction or Fraud for the purposes of this Call-Off Contract (and will therefore be considered an Authorised Transaction) if:
- 1.8.1 the Buyer, a Cluster Member, an End User and/or Programme Administrator gives its consent for the Authorised Transaction to be made using the Payment Card and/or Payment Details (including by way of an Automated Transaction Process described in Appendix 2) or otherwise instructed, approved, authorised or in any way colluded in the authorisation of the Transaction;
 - 1.8.2 the Buyer does not provide notice relating to the relevant Transaction to the Supplier within the stipulated timeframes in paragraphs 1.11 and/or 1.12;
 - 1.8.3 the Buyer has obtained recompense from any third party in relation to the Transaction, including a Related Party of the Buyer who used the Payment Card fraudulently or where the Buyer has received a benefit for the goods or services purchased;
 - 1.8.4 the Transaction resulted from any deliberate or negligent act by the Buyer, any Cluster Member, any Related Party of the Buyer, a Programme Administrator, or any End User (including a failure to keep Payment Details secure);
 - 1.8.5 the Transaction resulted from a failure by the Buyer to comply with any of its obligations under paragraphs 1.1.3, 1.1.4, 1.1.5, 1.1.8, 1.5, and/or 1.10-1.14, and/or paragraph B of Appendix 2, to these Cardholder Terms.
 - 1.8.6 the Transaction would not have occurred if a Mandatory Restriction had applied to the relevant Payment Card and/or Account, which the Buyer had requested that the Supplier lift under paragraph 1.1.7.1 above.
- 1.9 **Policies regarding preventing/detecting Unauthorised Transactions.** The Buyer will implement reasonable measures to prevent and/or detect Unauthorised Transactions and Fraud (including any Data Compromise), including but not limited to:
- 1.9.1 cooperating with and following any reasonable direction from the Supplier in the implementation of reasonable rules, procedures and controls to identify Unauthorised Transactions, lost, stolen or compromised Payment Instruments and Payment Details, and Fraud;
 - 1.9.2 conducting a full monthly reconciliation of all expenditure within the Programme against the Supplier transaction file to enable early identification of Unauthorised Transactions and transaction data or trends that might indicate Unauthorised Transactions; and
 - 1.9.3 notifying End Users of the terms of these Cardholder Terms and any Guidelines and implementing reasonable policies and procedures to ensure that the Payment Instruments and Payment Details are used according to these Cardholder Terms and such Guidelines and that the Buyer and End Users keep all Payment Instruments and Payment Details safe and secure.

1.10 **FLOWCHART 1: Lost, Stolen, or Compromised Payment Card (actual or suspected) – flow chart**

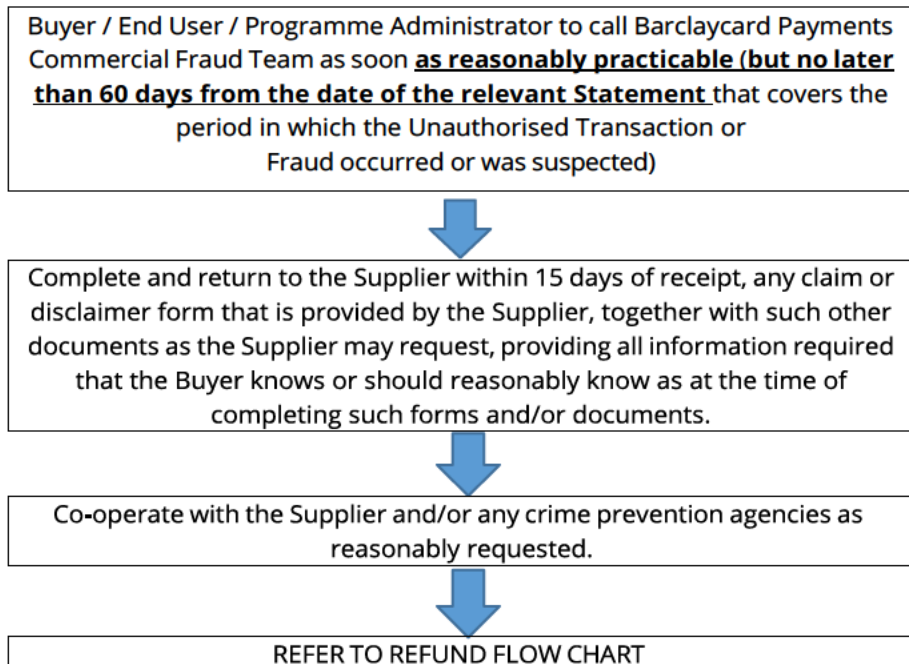


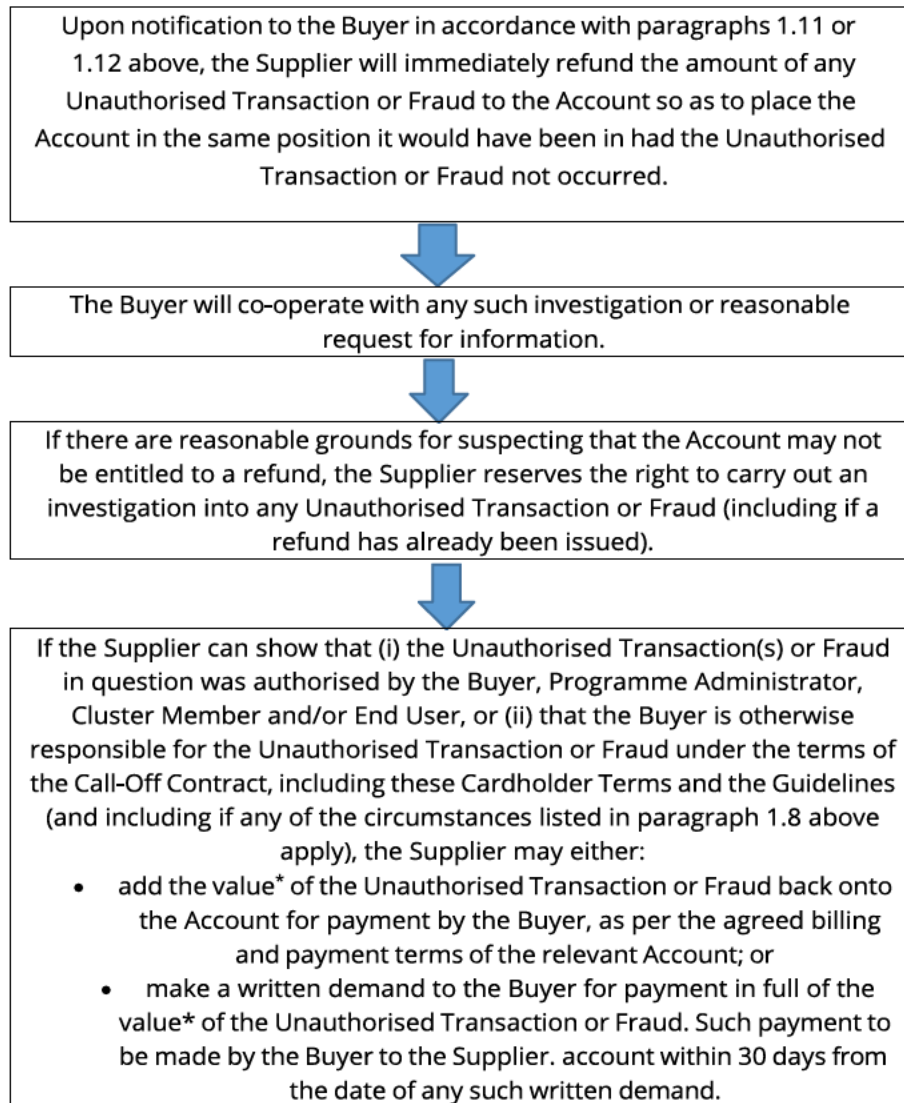
**If Payment Card is lost and then later found, it must be destroyed and not used again*

1.11 **FLOWCHART 2: Data Compromise – including loss of Payment Details (actual or suspected) suffered by Buyer/Related Party – flow chart**



1.12 **FLOWCHART 3: Detection of Unauthorised Transactions and Fraud (actual or suspected) – flow chart**



1.13 **FLOWCHART 4: Refunds of Unauthorised Transactions or Fraud – Process**

**Value of the Unauthorised Transaction or Fraud as well as any Call-Off Charges and / or interest applied. Such interest to be calculated from the date of the Unauthorised Transaction or Fraud was credited to the Account.*

- 1.14 **Assisting the Supplier with Fraud/Unauthorised Transactions.** If any Unauthorised Transaction or Fraud is caused by a third party, including a Related Party of the Buyer, and that Unauthorised Transaction or Fraud is not the responsibility of the Buyer under paragraph 1.15 above, the Buyer will take all reasonable steps to recover the value of the Unauthorised Transaction or Fraud from such third party, including as reasonably directed by the Supplier, and reimburse the Supplier.
- 1.15 **All other payments remain due.** All other payments remain due as per the terms of the Call-Off Contract whilst any Unauthorised Transaction(s)/Fraud are being investigated.

Appendix 1 - Glossary

"Account" means a Buyer Account and/or End User Account (as appropriate);

"Application Forms" means any organisational, product or other application form(s) and/or account opening form(s) required by the Supplier to be provided by the Buyer, any Cluster Member and/or any End Users in connection with the Programme, in each case in such form as the Supplier may in its absolute discretion require and including any information provided by or on behalf of the Buyer, any Associated Buyer and/or any End User in or in connection with such forms;

"Authorised Transaction" means all purchases, cash advances or other transactions that are duly authorised by the Buyer (including by way of an Automated Transaction Process) or the End User and debited to the applicable Account; and

"Business Expenditure Limit" means the overall maximum aggregate debit balance allowed for the Programme;

"Buyer Account" means a "Barclaycard Commercial Account" opened by the Buyer either in the name of the Buyer or in the name of a Cluster Member which is used to record all amounts payable by the Buyer (or a Cluster Member) to the Supplier;

"Company Account Limit" means the maximum debit balance within the Business Expenditure Limit allowed on each Buyer Account, from time to time;

"End User Account" means an account established in relation to a Buyer Account which is used to record Authorised Transactions made by an End User in conjunction with a Payment Card and/or relevant Payment Details and which are payable by the Buyer under the terms of the Buyer Account;

"End User Account Limit" means the maximum debit balance allowed on a specific End User Account from time to time within each Buyer Account Limit;

"Expenditure Limits" means each of the End User Account Limit, Business Expenditure Limit and Buyer Account Limit;

"Data Compromise" means any loss of, theft of, unauthorised access to and/or disclosure of (other than as required under the terms of these Cardholder Terms) any Payment Instruments, Payment Details, Account details and/or Supplier Systems in each case held by or accessible to the Buyer, any Cluster Member and/or any Related Party of the Buyer in connection with these Cardholder Terms;

"Fraud" means any financial loss caused as a consequence of a Payment Card or Payment Details being lost, stolen, misappropriated or improperly used;

"Guidelines" means the materials the Supplier makes available to the Buyer and/or End Users from time to time for the purpose of assisting the Buyer to comply with its obligations under these Cardholder Terms, including any product, administration and/or user guides and obligations regarding the use and safekeeping of Payment Instruments and Payment Details;

"Mandatory Restrictions" means each of the mandatory blocks and restrictions on the type(s) of Authorised Transactions that can be made on each Payment Card and/or Account, which the Supplier will automatically place on each applicable Payment Card and/or Account as set out in the relevant Application Form(s) (or otherwise agreed between the Parties from time to time), and unless removed in accordance with paragraph 1.1.7.1 below at the Buyer's direction (and responsibility);

"Payment Details" means any information or procedures issued to the Buyer, a Cluster Member and/or an End User by the Supplier as a means of making a Authorised Transaction in conjunction with a Payment Card, including (where applicable) a Payment Card number, passwords, personal identifier(s), codes, lodge facilities, Personal Identification Numbers (PINs), biometric data or other payment or security details that the Supplier may agree from time to time;

"Recommended Restrictions" means each of the recommended blocks and restrictions on the type(s) of Authorised Transactions that can be made on each Payment Card and/or Account, as set out in the relevant Application Form(s), or as otherwise agreed by the Supplier from time to time in accordance with paragraph 1.1.7.2below;

"Related Party" means, in relation to either Party, any Affiliate of that Party, or any director, officer, employee, agent, contractor or subcontractor of that Party or any Affiliate of that Party (including (a) in respect of the Supplier, any supplier of the Supplier and (b) in respect of the Buyer, any third party that provides services to the Buyer, Administrator and End User);

"Statement" means the statement provided by the Supplier showing all Transactions allocated to an Account together with any fees, default charges and interest and the applicable payment due date (by which any payments must be received by the Supplier);

"Supplier System" means the hardware, firmware, equipment, software and any other electronic computer and telecommunication devices and equipment used, supplied and/or developed by the Supplier for the provision of the Programme;

"Unauthorised Transaction" means any purchase, cash advance or other activity resulting in a debit on the Account that the Buyer or the applicable End User did not consent to, in accordance with the terms of this Agreement but specifically excluding those Authorised Transactions described in paragraph 1.8.

Appendix 2 – Service specific terms

This appendix includes terms that may or may not be applicable, depending on the Deliverables taken by the Buyer.

A. Bespoke card designs

The following terms apply if the Buyer wishes to use a Supplier's Proprietary Design (in line with paragraph 3.2.2 of Framework Schedule 1 (Specification)). This includes where the Buyer requests that its name, trade mark, logo or any other images, graphics or other materials appear on any Payment Card or within the Programme materials. If the Supplier and Buyer agree the inclusion of such designs, the following terms will apply:

- A1. The Buyer hereby grants to the Supplier a non-exclusive, royalty free, worldwide, perpetual and irrevocable licence to use its trade marks, logos and any Intellectual Property Rights in any images graphics or other materials the Buyer provides to the Supplier for such limited purpose; and
- A2. The Buyer warrants that it owns, or has a licence to allow the Supplier to use, all trademarks, logos and Intellectual Property Rights in any images, graphics or other materials provided to the Supplier under this paragraph A, and that any such trademark, logos or other images, graphics or other materials are in line with the dynamic plastic guidelines provided to the Buyer by the Supplier from time to time, including that any trademarks, logos, images, graphics or other materials provided are not political, religious or advertisements, do not include alcohol, tobacco or weapons, or are not otherwise inappropriate.

B. Automated transactions

The following terms apply to any "Automated Transaction Processes". An Automated Transaction Process is a payment process that the Buyer (or someone acting on the Buyer's behalf) may put in place to make Authorised Transactions using Payment Instruments, where such Authorised Transactions are instructed to be made by the Buyer (whether via API (application programming interface) between the Buyer's systems and the Barclaycard Systems or otherwise), without an authorised individual being present at the time of the Authorised Transaction.

Where the Buyer makes an Authorised Transaction as a result of an Automated Transaction Process, the Buyer will:

- B1. be responsible for all aspects of the Automated Transaction Process at all times, including its design, build, operation, security and ongoing maintenance, and the accuracy of any Authorised Transactions instructed to be made by way of the Automated Transaction Process; and
- B2. ensure that any Automated Transaction Process: (a) is safe and secure by implementing policies in line with paragraph 1.1.5 of these Cardholder Terms; and (b) covers appropriate governance and controls relating to the Authorised Transactions that can be instructed via the Automated Transaction Process, including how and when such Authorised Transactions can be instructed, the type(s) of such Authorised Transactions and the relevant Card(s) and Account(s) that can be used to make them, any limits and/or authorisations required prior to such Authorised Transactions being instructed, and any other Buyer policies and procedures that are applicable to the use of Payment Instruments and Accounts under this Agreement.

C. Third Party Service Providers

The following terms apply to "Third Party Service Providers". A "Third Party Service Provider" means, in accordance with The Payment Services Regulations 2017: (1) a company that the Buyer or an End User can authorise to initiate an online transaction; and/or (2) a company that the Buyer can authorise to aggregate Account data on behalf of the Buyer:

- C1. The Supplier may refuse to grant a Third Party Service Provider the right to use a Buyer Account or suspend a Third Party Service Provider's right to use a Buyer Account, if the Supplier considers it reasonably necessary to protect against unauthorised or fraudulent access to the Buyer Account.
- C2. If the Supplier refuses to grant a Third Party Service Provider the right to use a Buyer Account, or suspends the Buyer's, an End User's and/or a Third Party Service Provider's right to use a Buyer Account, in each case in accordance with paragraph 1.5 or C1. above of these Cardholder Terms (as applicable), then the Supplier will (if legally permitted) notify the Buyer in writing or by email either before access is denied, if reasonably possible, or immediately after the denial of access if not.

D. Buyer's Obligations (where any End Users reside outside of the UK)

The following terms apply where an End User, who is domiciled or habitually residing outside the UK but in another territory approved by the Supplier, changes (or has indicated its intention to change) its normal fixed place of residence to a territory outside of the territories approved by the Supplier. In these circumstances, the Buyer will promptly:

- D1. notify the Supplier of such changes; and
- D2. ensure that any Payment Card(s) and/or Payment Details belonging to or accessed by that End User is no longer used with immediate effect and, where capable of being returned or destroyed, are promptly destroyed or, if requested by the Supplier prior to destruction, are promptly returned to the Supplier.

Appendix 3 – Cardholder Terms for Charities

If you are a Charity:

Paragraphs 1.8 and 1.12 of Part 3 shall be replaced with the following:

- 1.8 **Transactions that are not Unauthorised Transactions and/or Fraud.** A Transaction will not be considered an Unauthorised Transaction or Fraud for the purposes of this Call-Off Contract (and will therefore be considered an Authorised Transaction) if:
 - 1.8.1 the Buyer, a Cluster Member, an End User and/or Programme Administrator gives its consent for the Authorised Transaction to be made using the Payment Card and/or Payment Details (including by way of an Automated Transaction Process described in Appendix 2) or otherwise instructed, approved, authorised or in any way colluded in the authorisation of the Transaction;
 - 1.8.2 the Buyer does not provide notice relating to the relevant Transaction to the Supplier within the stipulated timeframes in paragraphs 1.11 and/or 1.12 above;
 - 1.8.3 the Buyer has obtained recompense from any third party in relation to the Transaction, including a Related Party of the Buyer who used the Payment Card fraudulently or where the Buyer has received a benefit for the goods or services purchased;
 - 1.8.4 the Transaction resulted from Fraud by the Buyer, any Cluster Member, any Related Party of the Buyer, a Programme Administrator, or any End User (including a failure to keep Payment Details secure);
 - 1.8.5 the Transaction resulted from a failure by the Buyer to comply with its obligations under:
 - 1.8.5.1 paragraph 1.1.3 (ensuring that the Buyer Account and End User Account is operated properly);
 - 1.8.5.2 paragraph 1.1.4 (implementing policies and procedures to ensure all Transactions are checked);
 - 1.8.5.3 paragraph 1.1.5 (implementing security policies, procedures and safeguards to prevent a Data Compromise);
 - 1.8.5.4 paragraph 1.1.8 (notifying End Users of the Cardholder Terms and any Guidelines and implementing policies to ensure that Accounts are operated properly, Payment Instruments are managed appropriately and notifying the Supplier when Accounts are no longer needed);
 - 1.8.5.5 paragraph 1.5 (the obligation to notify the Supplier of any lost or stolen Payment Instrument), and/or
 - 1.8.5.6 paragraphs 1.10-1.14 inclusive (the FLOWCHARTS in Part 1)(except FLOWCHART 3, which shall be replaced by the FLOWCHART below); and
 - 1.8.5.7 (where applicable), the provisions relating to automated transactions in Part B of Appendix 2.
- 1.8.6 Paragraph 1.8.5 does not apply where:
 - 1.8.6.1 the Transaction occurred after the Buyer has told the Supplier that the Payment Card and/or Payment Details have been lost, stolen or compromised;
 - 1.8.6.2 the Supplier has not provided the Buyer with a way to notify the Supplier that the Payment Card and/or Payment Details have been lost or stolen;
 - 1.8.6.3 the Supplier has not applied procedures which it is legally required to use to verify the Buyer's identity; or
 - 1.8.6.4 the Transaction was made to buy something online or at a distance.

1.12 **FLOWCHART 3: Detection of Unauthorised Transactions and Fraud (actual or suspected) – flow chart**

