

Part 2 Section 3: Gateway Services Terms

1. Introduction

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

2. Definitions

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

'Gateway'	means the payment gateway portal and related software programs set out and further described in the Specification. For the avoidance of doubt, the Gateway shall be considered a Deliverable for the purposes of this Call-Off Contract;
'Gateway Fee'	means the fees and charges (exclusive of any applicable VAT) payable to the Supplier by the Buyer under the Call-Off Contract for the full and proper performance by the Supplier of its obligations under the Call-Off Contract and the provision of the Gateway and all related Services and Deliverables (which amounts must not be greater than the amounts provided for in the Framework Contract from time to time); and
'Gateway Terms'	means the terms and conditions of supply set out in Part 1 of this Schedule and in this Section 3 of Part 2.

3. Supply of Gateway

- 3.1. In consideration of the payment of the Gateway Fee, the Supplier will supply the Gateway to the Buyer in a timely manner and in accordance with the Call-Off Contract.
- 3.2. The Supplier shall advise the Buyer on the selection and specification of the Gateway and, where applicable, any installation and/or configuration work to be carried out in respect of it so as to ensure that the Gateway will be of satisfactory quality, suitable for the requirements of the Buyer, and fit for purpose.
- 3.3. The Supplier shall allow the Buyer to sign contracts with APM Providers directly, or to allow the Gateway to take settlement of the APM funds on its behalf (known as the "**Collect Model**") and manage associated settlement risk, and refunds as if they were Card payments.

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4. Implementation and acceptance

- 4.1. The Activation Due Date for the Gateway will be set out in the Call-Off Contract.
- 4.2. If the Buyer has requested that the Supplier installs and/or configures the Gateway, the Supplier shall do so and to ensure that the Activation Date is no later than the Activation Due Date.
- 4.3. If required, the Supplier shall provide support for and enable the migration of any existing recurring payments received by the Buyer's existing gateway services (or other services equivalent to the Gateway Services) and/or Acquiring Services.
- 4.4. A Gateway shall only be regarded as delivered and ready for use once it has been successfully installed, implemented, and configured (as required) and tested and a duly authorised representative of the Buyer has confirmed provision and acceptance of the Gateway in writing. However, any such Confirmation shall not be regarded as evidence that the Gateway complies with the requirements of the Contract.
- 4.5. The Buyer can at its sole discretion reject a Gateway which is not of the standard required under the Contract. Except where due to default of the Buyer, in the event of rejection of a Gateway by the Buyer, the Supplier will, at its own expense promptly remedy the relevant defect or non-conformity and confirm that the Gateway is ready for use.
- 4.6. If the Supplier does not deliver and make available the Gateway by the Activation Due Date then the Buyer can withhold payment of the Charges for that Gateway until the Activation Date and once the Supplier actually delivers the Gateway in accordance with this Contract.
- 4.7. If the Supplier becomes aware that a Gateway cannot be delivered and made available by the agreed Activation Due Date or if the Activation Date is later than the Activation Due Date, the Supplier shall inform the Buyer of the revised Activation Date. If the Supplier does not meet the Activation Due Date, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of an alternative solution until the Activation Date of the Gateway.
- 4.8. Where Call-Off Schedule 11 (Implementation Works) and/or Call-Off Schedule 13 (Implementation Plan and Testing) are incorporated into this Call Off Contract then they are intended to supplement the

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implementation and acceptance provisions in this Paragraph 4 but in the event of any conflicts then the provisions in Call-Off Schedule 11 (Implementation Works) and/or Call-Off Schedule 13 (Implementation Plan and Testing) shall prevail.

5. Right to Use

- 5.1. The Gateway is and shall remain the property of the Supplier. The Buyer will not acquire ownership of the Gateway other than as expressly set out in the Contract. The Buyer, its personnel and other authorised users shall have (and the Supplier hereby grants to them) the right to connect to, access and use the Gateway (including acting as or via Related Suppliers and / or Related Supplies) for the purposes of and in accordance with the Call-Off Contract.
- 5.2. The right to use as referred to above shall commence on the Activation Date and shall continue for the Supply Period.

6. Supplier's Obligations

Warranty

- 6.1. The Supplier warrants, represents and undertakes (in addition to any other provisions in the Contract) that the Gateway and all other Deliverables supplied and/or made available shall:
 - 6.1.1. be sufficient and able at all times to facilitate the acceptance, authorisation, receipt, processing, transfer, clearing, settlement, and accounting of Transactions required by the Buyer (including, in the case of Cards, using Chip and PIN, CVC, and contactless technology or its replacement). The Supplier shall provide, maintain and update all hardware and software required to facilitate the acceptance and processing of Transactions required by the Buyer through the Gateway;
 - 6.1.2. be available for uninterrupted service 24 hours a day / 7 days a week/ 365(6) days year;
 - 6.1.3. collect and process Transaction Data for transmission to (and the Supplier will transmit the same to) the Buyer's Acquiring Services provider, APM Provider and/or any other nominated provider (and in accordance with PCI) ;
 - 6.1.4. facilitate both "Cardholder Present" and "Cardholder Not Present" Transactions for Cards;

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- 6.1.5. support and interface to the Buyer's Payment Equipment, APMs, Acquirer and/or Acquiring Services Provider, and other equipment and systems set out in the Specification;
 - 6.1.6. enable the Buyer to connect or indirectly to any or all APMs without using the Supplier's Services;
 - 6.1.7. have all encryption keys invalidated on any tampering with the relevant Gateway; and
 - 6.1.8. allow the Buyer to decide which Cards, Card Schemes, and/or APM can be accepted and processed at any time (it being acknowledged that where the Buyer has chosen to accept specific Cards issued under a particular Card Scheme, the Supplier may be required under the relevant Mandatory Rules of that Card Scheme to ensure that all such Cards issued under the relevant Card Scheme are capable of acceptance regardless of who the relevant Card Issuer is).
- 6.2. The Supplier shall ensure that all Transactions are processed and any issues are resolved:
- 6.2.1. in accordance with the Service Levels; and
 - 6.2.2. in accordance with all Laws and Rules at all times.

Data

- 6.3. The Supplier shall ensure a PCI-DSS secure connection (TLS 1.2 standard and as amended and upgraded from time to time) is used between the Buyer, the Buyer's website, Buyer's point of presence, and the Gateway including directly from Payer where applicable and the Gateway.
- 6.4. The Supplier shall provide details of all other integration mechanisms for use by the Buyer e.g. mobile SDKs, silent order POST, encrypted (TLS 1.2 and subsequent as amended from time to time) API connection from another PCI compliant Level 1 Service provider including, but not limited to, GOV.UK Pay.

Maintenance and Support

- 6.5. The Supplier shall provide maintenance, installation and swap services for the Gateway provided to the Buyer.
- 6.6. The Supplier is responsible for the provision (at its own costs) of:

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- 6.6.1. normal routine maintenance (where relevant in accordance with maintenance recommendations as amended from time to time); and
 - 6.6.2. any Gateway maintenance.
- 6.7. If the Supplier replaces any components or Gateway the replacement must be new and of the same specification.
- 6.8. If the Parties agree that the Buyer will pay any additional maintenance or repair costs, the Supplier must advise the Buyer of the costs as soon as practicable which must then be subject to approval in writing by the Buyer, and the Supplier must submit an invoice to the Buyer within ten (10) Working Days of the cost being incurred.

Indemnity and Remedies

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

New Developments

- 6.10. The Supplier shall provide the Buyer with details and information of any new APMs and/or any other developments relevant to the use of a Gateway and/or Gateway Services as and when they become available and shall ensure that, if required by the Buyer, that their Gateway and Services can accept and interface to and/or be used with such APM and/or new developments as soon as reasonably possible and without disruption.
- 6.11. The Supplier shall provide the Buyer with details of new card Bank Identification Number ("**BIN**") ranges, and the BINs of Card Schemes in use, as and when they are provided by the Card Schemes and merchant acquiring service providers, and shall ensure the Buyer can accept them, if required, across all the Buyer's Acquiring Services and Gateway Services from the date they are available in the market.

Payment Equipment and Services and Set- up

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

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providers, APM Service Providers and/or Payment Equipment providers.

7. Financial

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

8. Buyer's Obligations

Modifications

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

Limits of Use

- 8.2. While a Gateway is in its possession and control, the Buyer shall use reasonable efforts to:
- 8.2.1. keep and operate the Gateway in a suitable environment, use it only for the purposes for which it is intended, and operate it in a proper manner by reasonably trained and competent staff in accordance with any reasonable operating instructions provided by the Supplier
 - 8.2.2. comply with reasonable usage instructions provided by the Supplier
 - 8.2.3. not knowingly do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Supplier in the Gateway (save for the exercise of a lawful lien by the Buyer); and
 - 8.2.4. not knowingly use the Gateway for any unlawful purpose (without prejudice to the warranties by the Supplier regarding the use and lawfulness of the Gateway).
- 8.3. The Buyer shall not remove or deface any marking that the Gateway is provided by the Supplier (unless otherwise agreed).
- 8.4. The Buyer will not sell or offer to sell the Gateway and can only part with possession or control of, or grant access to, the Gateway to an authorised user in the employment of the Buyer or any of its Related

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Suppliers (provided that the Buyer shall be entitled to enable access to the Gateway to its relevant third-party payers).

- 8.5. The Buyer shall notify the Supplier as soon as reasonably possible if the Buyer becomes aware that any Gateway is materially defective.
- 8.6. The Buyer will take reasonable steps to allow the Supplier or its duly authorised representative to inspect the Gateway (if and to the extent that it is hosted by the Buyer) at reasonable times on reasonable advance notice.

Maintenance

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

Actions upon Termination or Expiry of Supply Period

- 8.8. On expiry of the Supply Period or in the event of early termination of the Contract in respect of any Gateway the Buyer will:
 - 8.8.1. cease use of the Gateway; and
 - 8.8.2. remove any Transaction Data and any other items belonging to the Buyer (if and to the extent that the Gateway has been hosted by the Buyer and is under its possession or control).

9. Termination Of Gateway Supply

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

10. Consequences Of Expiry Or Termination

- 10.1. Where the supply of any Gateway is terminated for any reason in addition and without prejudice to the Supplier's obligations under and/or in connection with Call-Off Schedule 10 (Exit Management) the Supplier shall ensure that the Gateway is disconnected from the Buyer's System.
- 10.2. Where the Buyer terminates the Call-Off Contract under Clause 10 (Ending the Contract) and then makes other arrangements for the supply of a replacement to the Gateway, the Buyer can (without

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prejudice to its other rights and/or remedies and save where the termination is under Clause 10.3.2 of the Core Terms) recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer, from the Supplier.

11. Reporting

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

11.1.1. Transaction Types and volumes (as set out where relevant in the Call-Off Contract);

11.1.2. fault reporting analysis; and

11.1.3. tamper evidence,

and such other details as the Buyer may request.

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