

Handepay Switcher Promotion

Terms and Conditions

April 2024

These Terms and Conditions ("**Terms**") govern the Switcher Promotion offered by Handepay Ltd ("**Handepay**") and replace and supersede any previous terms provided from 10 April 2024 onwards.

New customers who meet the Eligibility criteria, elect to participate in the Switcher Promotion and enter into a new acquiring agreement and terminal hire agreement with Handepay's third party acquiring providers, arranged through Handepay from 10 April 2024, have the opportunity to claim a contribution ("**Switching Fee**") towards the cancellation or exit fees for their primary existing merchant acquiring facility and terminal provision ("**Exit Fees**") when switching from their current provider to services provided through Handepay.

Please read the following Terms carefully and keep a copy for your information.

1. Eligibility

- 1.1 In order to be an eligible participant for the Switcher Promotion, you must meet the following eligibility criteria:
- (a) Be new to Handepay products and services;
 - (b) Receive your current terminal equipment and merchant acquiring services from the same provider (your "**Existing Supplier**"); and
 - (c) Be able to provide a monthly merchant statement which includes the monthly terminal rental fee.
- 1.2 If you are a seasonal merchant, you will not be eligible to take part in the Switcher Promotion.

2. Participation

- 2.1 To participate in the Switcher Promotion, you must:
- (a) enter into merchant acquiring services agreement arranged by Handepay with a third-party acquiring partner approved by Handepay ("**New Acquiring Agreement**");
 - (b) enter into a new 12 month or 18 month terminal hire agreement arranged by Handepay with a provider approved by Handepay ("**New Terminal Agreement**");
 - (c) have installed your new terminal within 14 days of delivery and performed your first successful card transaction using the terminal; and
 - (d) have paid your first rental of the Minimum Term (as set out in your New Terminal Agreement).

3. How to Claim

- 3.1 In order for eligible participants to make a claim under these terms, you must provide Handepay with the following documents within ninety (90) days of your first live transaction date:
- (a) a final invoice or settlement quote from your Existing Supplier detailing your Exit Fees; and
 - (b) a VAT invoice for the final Exit Fees.

These should be provided by email to: switching@handepay.co.uk

- 3.2 Handepay may request further information or documentation, as may reasonably be required, in order to assess, validate and process your claim, if successful.
- 3.3 Any claims made;
- (a) by individuals who have not met the eligibility and participation criteria; and/or
 - (b) are submitted after ninety (90) days from your first live transaction date, will not be valid and as such, no payment will be made.

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3.4 By making a claim, you agree to be bound by these Terms and confirm that you are not restricted from complying with these terms in any way.

4. Switching Fee Payment

4.1 The final amount of your Switching Fee shall be confirmed on successful completion of your claim. For the avoidance of doubt, any amounts provided to you prior to this will be guideline amounts and you may receive less than stated, in particular if you request a repricing of proposed acquiring service fees.

4.2 Payment of the Switching Fee shall be made to the organisation named on the monthly merchant statement as provided by you. Payment shall be made by bank transfer to the bank account details you provided in your New Acquiring Agreement.

4.3 Handepay reserves the right to recover without delay, the full amount of any switching payment made to you in accordance with these Terms if, in the 12 (twelve) months immediately following such payment:

- (a) You notify us of your intention to and/or terminate your New Acquiring Agreement and close your merchant acquiring account;
- (b) You cease using your acquiring facility for a period of at least 30 consecutive days.

4.4 For the avoidance of doubt, if you have a New Terminal Agreement for more than one terminal and Handepay recovers the Switching Fee under clause 4.3(b) above, the amount repayable per terminal shall be calculated by dividing the total switching payment by the number of terminals indicated in your New Terminal Agreement.

4.5 The value of the Switching Fee shall be capped at a maximum of £1,000. Handepay reserves the right to pay only a proportion of your Exit Fees of your agreement with your Existing Supplier based on an assessment of your acquirer statement. In conducting the assessment, Handepay shall consider a number of factors, including but not limited to, monthly turnover and whether you obtain the service from your Existing Supplier directly or through a third party.

4.6 The Switching Fee is calculated and paid on your primary terminal and acquiring facility only, regardless of how many terminals or facilities you may have.

5. Other Important Terms:

5.1 The Switching Fee shall only be made in relation to Exit Fees for the terminal and related acquiring facility. The payment shall not include any other costs or charges of any kind (including but not limited to, outstanding fees or charges on your account and costs incurred in respect of returned or non-returned equipment).

5.2 If your current provider's Exit Fees are not clear or easy to obtain, you may still be able to receive a single payment contribution as a Switching Fee, however a decision on whether a Switching Fee can be offered is at Handepay's sole discretion. In such instance, you are still required to meet the criteria in clauses 1 and 2 above, and comply with clause 3 by providing your final invoice and VAT invoice in order to claim your payment.

5.3 You may only take part in the Switcher Promotion once. If you decide to terminate your New Acquiring Agreement or New Terminal Agreement and subsequently decide to take out new agreements through Handepay, you will not be eligible for this promotion again.

5.4 Responsibility is not accepted for any submitted claims that are damaged, lost or delayed

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- due to any computer hardware, network or software failure of any kind. Handepay does not accept any liability for lost or delayed payments, howsoever caused.
- 5.5 Handepay reserves the right to verify the eligibility of all claims and may, in its sole discretion, reject any claim and/or refuse to pay some or all of the Switching Fee if the customer fails to satisfy any eligibility requirements set out in these Terms or where we suspect that a false or fraudulent submission is being made or misleading information has been given.
 - 5.6 Handepay does not accept any liability for lost or delayed payments or failure to make payment, howsoever caused.
 - 5.7 If you subsequently decide to cancel your New Acquiring Agreement, you will still be responsible for any charges you have incurred with the new merchant acquirer. Please see the terms for the relevant New Acquiring Agreement for details of any charges or payments due including, but not limited to, charges on termination.
 - 5.8 This offer is not transferable and cannot be exchanged for other alternatives.
 - 5.9 The decision of Handepay is final in all respects and no dispute or correspondence will be entered into.
 - 5.10 To the extent that you have supplied personal data in relation to this promotion, such personal data shall be used exclusively for the administration of activities in relation to this promotion only. For the avoidance of doubt, this will not change or amend any standing personal information you may have previously provided in relation to products and/or services provided by or through Handepay, or the use of such information in relation to such products and/or services. Please see our privacy policy <https://www.handepay.co.uk/privacy/>.
 - 5.11 Handepay and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with the Switcher Promotion or these terms, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
 - 5.12 If for any reason any aspect of this promotion is not capable of running as planned, Handepay may (in its sole discretion) cancel, terminate, modify or suspend the promotion, or invalidate any affected entries (this includes, without limitation, by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of Handepay which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion).
 - 5.13 By taking part in the Switcher Promotion, you give your consent to your name and/or your image being used in Handepay promotional materials.
 - 5.14 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.
 - 5.15 Handepay reserves the right to withdraw or amend these terms at any time, details of which will be shared on our website.
 - 5.16 These terms and conditions shall be governed by English law and the English courts shall have exclusive jurisdiction.

In these Terms, references to Handepay shall mean, Handepay Ltd, registered office 1 The Boulevard, Shire Park, Welwyn Garden City, AL7 1EL.