

Handepay Ltd- Change of Ownership (COO) Scheme Terms and Conditions

These Terms and Conditions (“**Terms**”) govern the COO Scheme (“**Scheme**”) offered by Handepay Ltd (“**Handepay**” or “**Promoter**”), commencing on 1 March 2023.

The COO Scheme provides a mechanism by which a Handepay Merchant (as defined below) who is selling or otherwise disposing of their business to refer the incoming owner of the business to Handepay for the purpose of the new owner becoming a Handepay Merchant

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

1. DEFINITIONS

1.1 For the purpose of this Scheme, the following definitions shall apply;

- 1.1.1 **Handepay Merchant** means a business who obtains acquiring services arranged through Handepay.
 - 1.1.2 **Outgoing Merchant** means the outgoing business/business owner who is a Handepay Merchant and who wishes to submit a Referral of the new and incoming business owner to Handepay for the purpose of the new and incoming business owner becoming a Handepay Merchant.
 - 1.1.3 **Incoming Merchant** means the new and incoming merchant/business owner who has been referred to Handepay by the Outgoing Merchant, in order to become a Handepay Merchant.
 - 1.1.4 **Referral** means the submission of an Incoming Merchant's details by the Outgoing Merchant in accordance with Section 2.
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2. THE SCHEME

2.1 **Eligibility**

- 2.1.1 The Outgoing Merchant must be an existing Handepay Merchant aged 18 or over at the time the Referral is made, and the Referral must be for a valid Incoming Merchant.
- 2.1.2 Outgoing Merchants and/or Incoming Merchants must not include any employees of Handepay.

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2.2 Participation

- 2.2.1 In order to participate the Outgoing Merchant must submit the details of the Incoming Merchant (being the Referral) to the Handepay Customer Support team
- 2.2.2 The Referral must include the following Incoming Merchant information:
- (a) Contact name
 - (b) Contact email address
 - (c) Contact phone number
 - (d) Business/company name
 - (e) Registered business postcode
- 2.2.3 Any Referrals submitted without full information required may not be considered.
- 2.2.4 By submitting a Referral, the Outgoing Merchant confirms and warrants that they have the full consent and acknowledgement of the Incoming Merchant to submit their personal information to Handepay for the purpose of taking part in this Scheme. In the event Handepay is made aware that an Incoming Merchant has not provided fully informed consent to their data being shared, the Referral shall be void, and the Outgoing Merchant shall not be entitled to participate further.

2.3 Successful Referrals and Payment

- 2.3.1 A referral shall be considered a Successful Referral if the merchant acquiring provider accept the Incoming Merchant. In the event the Incoming Merchant is declined by either party, the Referral shall be deemed unsuccessful and no payment shall be made.
- 2.3.2 The Outgoing Merchant shall receive a payment £50.00 for each Successful Referral which results in the Incoming Merchant becoming a Handepay Merchant (“**Referral Payment**”).
- 2.3.3 Referral Payment shall be made to the Outgoing Merchant within 10 working days of the following requirements being met:
- (i) Within 2 weeks of receiving their final settlement quote(s), the Outgoing Merchant settled all outstanding payments due and outlined in the quote(s) to Handepay and/or any other third-party service provider for services arranged by or through Handepay; and

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- (j) The Incoming Merchant has signed the relevant agreement with the acquirer in relation to the Successful Referral, and has made its first transaction within 2 weeks of being set up to conduct transactions.
- 2.3.4 The Referral Payment shall be made to the Outgoing Merchant via cheque (to be sent to the address provided by you) or BACs payment to the account provided to Handepay as part of the initial Handepay Merchant onboarding.
- 2.3.5 The payment shall not include any other costs or charges of any kind.

3. OTHER TERMS

- 3.1 This offer is not transferable and cannot be exchanged for other alternatives.
- 3.2 The decision of Handepay is final in all respects and no dispute or correspondence will be entered into.
- 3.3 Handepay does not accept any liability for lost or delayed Referral Payments, howsoever caused.
- 3.4 Handepay reserves the right to refuse any Referral for any reason, including but not limited to, instances where the Incoming Merchant has previously terminated its position as a Handepay Merchant.
- 3.5 Handepay may request further information or documentation, as may reasonably be required, in order to assess and process the Referral and/or the Outgoing Merchant's payment as applicable.
- 3.6 Handepay reserves the right to verify the eligibility of all Referrals and/or Referral Payments and may, in its sole discretion, refuse to make a payment if the Outgoing Merchant and/or the Incoming Merchant 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

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given.

3.7 Responsibility is not accepted for any Referrals that are deficient, lost or delayed as a result of any computer hardware, network or software failure of any kind.

3.8 To the extent that you have supplied personal data in relation to this Scheme, such personal data shall be used exclusively for the administration of activities in relation to this Scheme only. For the avoidance of doubt, this will not change or amend any standing personal information you may have previously provided in relation to other products or services provided by or through Handepay, or the use of such information in relation to such products or services. Please see our privacy policy at <https://www.handepay.co.uk/privacy/>.

3.9 Handepay and its associated agencies and group 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 Scheme 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.

3.10 If for any reason any aspect of this Scheme is not capable of running as planned, Handepay may (in its sole discretion) cancel, terminate, modify or suspend the Scheme, 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 Scheme).

3.11 By taking part in this Scheme in any way, you: (i) agree to be bound by these Terms; (ii) confirm that you are not restricted from complying with these Terms in any way; and (iii) confirm that all information provided is accurate, up-to-date and complete to the best of your knowledge and ability.

3.12 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.

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3.13 Handepay reserves the right to withdraw or amend the Scheme and/or these Terms at any time, details of which will be shared on <https://retailer.paypoint.com/support/product-t&cs>.

3.14 These Terms shall be governed by English law and the English courts shall have exclusive jurisdiction.

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