

# Handepay Price Challenge Terms and Conditions

1 July 2023

These Terms and Conditions (“**Terms**”) govern the Price Challenge promotion offered by Handepay Ltd (“**Handepay**”) into retailers who are interested in obtaining card services through Handepay from 1 July 2023.

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

## 1. Eligibility Criteria

In order to be an eligible participant for the Price Challenge promotion, you must be a prospective merchant who:

- (a) receives merchant acquiring services and, where applicable, corresponding card terminal hardware (“**Hardware**”) from or through a provider other than Handepay or another member of the PayPoint group, or, in respect of acquiring services only, EVO Payments;
- (b) confirms that the merchant acquiring services and Hardware referenced in (a) above must be your current primary merchant acquiring service and corresponding hardware under which you take over 80% of your total transactions on consumer card payments (“**Current Agreement**”); and
- (c) is able to provide a copy of the last three (3) months’ monthly merchant statement that clearly indicates the following (where applicable):
  - i. Hardware rental fee;
  - ii. Card processing fees (MSC)
  - iii. Minimum monthly service charge (MMSC)
  - iv. PCI DSS fees (including any non-compliance fees)
  - v. Faster settlement fees
  - vi. Authorisation fees
  - vii. Payment gateway fees
  - viii. Any applicable membership costs or fees
  - ix. Any other associated fees

For details of the PayPoint group, visit <https://corporate.paypoint.com/our-company/group-companies>

## 2. Promotion

- 2.1 Merchants who meet the eligibility criteria and elect to participate in the Price Challenge shall be entitled to request a price comparison by Handepay in respect of the services detailed in clause 1 above. In the event Handepay is unable to offer an overall saving over the term of a new contract for like-for-like services offered through Handepay, then you are eligible for a payment of the sum of one thousand pounds (£1000.00) (“**Price Challenge Payment**”). Any submissions that do not involve services substantially similar to those offered by Handepay will not be accepted.
- 2.2 The Price Challenge Payment shall only be paid to an eligible participant if Handepay cannot offer an overall saving per contract term after having received and reviewed copies of your monthly merchant statements (which include all information detailed in clause 1(c) above) from the prior three months

## 3. Participation

- 3.1 In order to participate in the Price Challenge, you must provide your Handepay Business Development Manager (either in person, or via email) with copies of your last three (3) months’ monthly merchant statement detailing all of the information set out in clause 1(c) above, along with your business/legal name and address. These shall be provided to the Handepay Pricing Team for review.

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- 3.2 Handepay Pricing Team shall review the submitted information and assess (i) your eligibility to participate in this promotion; and (ii) whether Handepay is able to beat the total monthly fee charged under your Current Agreement (as detailed in your monthly statement provided), by offering you a total lower monthly fee.
- 3.3 The Handepay Pricing Team shall use all reasonable endeavours to conclude the assessment in clause 3.2 within seven (7) business days of receipt of the information detailed in clause 3.1. However, in the event the Pricing Team are unable to clearly assess any potential savings, they may refer your submission to Handepay's third-party card services provider for final assessment. In such instance, this may take up to four (4) weeks for review.
- 3.4 If Handepay is unable to offer an overall saving in accordance with clause 2, then you shall be eligible for the Price Challenge Payment to be distributed in accordance with clause 4 below.
- 3.5 Within seven (7) business days of completion the assessment in clause 3.2 and 3.3, Handepay will contact you by email or phone call advising you of whether you are eligible for the Price Challenge Payment and, where applicable, request the following information:
  - (a) Business or Trading Name
  - (b) Bank account number
  - (b) Sort code
  - (c) Bank account name

## 4. Payment

The Price Challenge Payment shall be made to you by BACs transfer. Payment shall be made within 10 business days of receipt by Handepay of the relevant additional information under clause 3.5. Please note that the banking details will be passed through confirmation of payee checks and payment may be withheld if the checks are not successful.

## 5. Other Important Terms

- 5.1 Price Challenge savings include a total cost generated by the fees listed in clause 1(c) only. For the avoidance of doubt, the comparison shall involve the like-for-like provision of services by Handepay, which shall not include the fees or costs incurred by you to switch provider.
- 5.2 Price Challenge promotion shall not apply to indicative pricing (which do not require statements to be submitted). For the Price Challenge to apply, a bespoke quotation must be provided using statements, as per the eligibility criteria.
- 5.3 The Price Challenge is not available to the following merchants:
  - i. Any merchant who is a member of a trade association, membership group or other buying group;
  - ii. Any merchant whose fees in their Current Acquiring Agreement are priced below the current interchange costs published by the card schemes;
  - iii. Any merchant who is using purchased Hardware;
  - iv. Any merchant operating in a trade sector that is prohibited or restricted by EVO Payments (please speak to your Business Development Manager or call Handepay on 0333 005 0999 for more information);
  - v. Merchants operating in the kitchen, bathroom, vehicle sales or hire trade sectors; or
  - vi. Merchants who are currently in receipt of a package deal or have an 'All Inclusive Bundle'

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through Handepay;

- vii. Any merchant who in addition to Hardware and merchant acquiring services, also receives another third party service or application in relation to the Hardware/services.

- 5.4 Due to contractual obligations, Handepay cannot provide a merchant facility for any businesses that have an existing contractual or other business relationship with EVO Payments or any of their associated businesses and, accordingly, the "Price Challenge" shall not apply.
- 5.5 For the avoidance of doubt, the Hungrrr product introduced through Handepay, shall be excluded from the Price Challenge and shall be priced independently from other services offered through Handepay.
- 5.6 You may only enter one submission and if successful, receive one payment, regardless of the number of locations, or Current Agreements you may have in place. All payments are capped at a maximum of £1000.00 per legal entity.
- 5.7 If you enter a submission for the Price Challenge but do not receive a Price Challenge Payment, you will not qualify for entry into the Price Challenge again for another 12-month period. If you enter a submission and receive a Price Challenge Payment, you will not qualify for entry again. For the avoidance of doubt, all such restrictions shall also apply to any other price challenge promotion in relation to merchant acquiring services and Hardware offered by any other PayPoint group company.
- 5.8 Responsibility is not accepted for any submissions that are damaged, lost or delayed as a result of any computer hardware, network or software failure of any kind. Handepay reserves the right to reject any submission at its sole discretion.
- 5.9 Handepay shall not accept any submissions that are not submitted via the proper channels as documented in these Terms.
- 5.10 Handepay reserves the right to verify the eligibility of all submissions and may, in its sole discretion, refuse to pay the Price Challenge Payment 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.
- 5.11 If Handepay successfully manages to reduce your fees but you are subsequently declined for merchant acquiring services through Handepay's approved provider, you shall not be eligible for the Price Challenge Payment.
- 5.12 The decision of Handepay is final in all respects and no dispute or correspondence will be entered into.
- 5.13 Handepay does not accept any liability for lost or delayed payments, or failure to make payment, howsoever caused.
- 5.14 Price Challenge Payment is not transferable and cannot be exchanged for other alternatives.
- 5.15 By entering the Price Challenge, you consent to your name and likeness being included in Handepay promotional material in relation to the Price Challenge.
- 5.16 To the extent that you have supplied personal data in relation to the Price Challenge, such personal data will be processed in accordance with these Terms and our Privacy Policy, which sets out full details of how we process personal data and how you can exercise your rights as a data subject. Please ensure you have read and understood our Privacy Policy before entering the Price Challenge. For the avoidance of doubt, any personal data you provide will not change or amend any standing personal information you may have previously provided in relation to other products or services provided by Handepay, or the use of such information in relation to such products or services. Please see our privacy policy <https://www.handepay.co.uk/privacy/>.

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- 5.17 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 Price Challenge 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.
- 5.18 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).
- 5.19
- 5.20 You agree to be bound by these Terms and conditions and confirm that all information provided is accurate, up-to-date and complete to the best of your knowledge and ability.
- 5.21 Handepay reserves the right to withdraw or amend the Price Challenge and/or these Terms at any time, details of which will be shared on Handepay's website.
- 5.22 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.
- 5.23 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, with registered address of 1 The Boulevard, Shire Park, Welwyn Garden City, AL7 1EL.