

Customers Joining Handepay from 1st October 2021 - Switching Offer – Terms and Conditions

These Terms and Conditions (“**Terms**”) govern the Switching Offer offered by Handepay Ltd (“**Handepay**”).

New customers entering into a new acquiring agreement and terminal hire agreement through Handepay from 1 October 2021- 31 December 2021 (“**Promotion Period**”) have the opportunity to claim back the cancellation fees for the cancellation of their current merchant acquiring facility and terminal hire services 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

In order to be an eligible participant for the Switching Offer, you must meet the following eligibility criteria:

- (i) Be new to Handepay products and services
- (ii) Get your current terminal equipment and merchant acquiring services from the same provider (your “**Existing Supplier**”)
- (iii) Be able to provide a monthly merchant statement which includes the monthly terminal rental fee.

2. Participation

2.1 Before the end of the Promotion Period, you must have:

- (a) entered into merchant acquiring services agreement arranged by Handepay (“**New Acquiring Agreement**”);
- (b) entered into a terminal hire agreement arranged by Handepay (“**New Terminal Agreement**”);

2.2 By 31 December 2021 you must:

- (a) have installed your terminal within 14 days of delivery of your new terminal, and conducted at least one (1) live transaction that has not been cancelled or voided; and
- (b) 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 via the following channels:

by email to: switching@handepay.co.uk

by fax to: **01942 407 998**

3.2 Handepay may request further information or documentation, as may reasonably be required, in order to assess, validate and process your claim.

3.3 Any claims made;

- (a) by individuals who have not met the eligibility and participation criteria; and/or
- (b) after ninety (90) days from your first live transaction date will not be valid and as such, no payment will be made.

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. Payment

4.1 Payment 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.

4.2 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;
 - (b) You cease using your terminal for a period of at least 30 consecutive days.
- 4.3 For the avoidance of doubt, if you have a New Terminal Agreement for more than one terminal, if Handepay recovers the switching fee under clause 4.2(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.
- 5. Other Important Terms:**
- 5.1 The switching payment will only cover the cancellation/exit fees for the termination of one of your existing acquiring facilities and the associated terminal (regardless of whether you have more than one acquiring services supplier). 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 You may only take part in the Switching Offer 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.
- 5.3 This offer is not transferable and cannot be exchanged for other alternatives.
- 5.4 Responsibility is not accepted for any submitted claims that are damaged, lost or delayed as a result of 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 reject any claim at its sole discretion.
- 5.6 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.
- 5.7 Handepay 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 proposition 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.
- 5.8 By taking part in the Switching Offer, you consent to your name and/or your image may be used in Handepay promotional materials.
- 5.9 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.
- 5.10 Handepay reserves the right to withdraw or amend these terms at any time.
- 5.11 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, 1 The Boulevard, Shire Park, Welwyn Garden City, AL7 1EL.

Customers Joining Handepay prior to 1st October 2021 - Switching Offer – Terms and Conditions

How to claim

1. The terminal must be installed and have made its first live transaction within 14 days of delivery date
2. The first rental of the minimum term terminal hire agreement must be paid – this does not apply for the Festive Promotion
3. Customers need to provide/request reasonable information e.g. copies of contract
4. Customers must provide Handepay with a final invoice/settlement quote from their existing supplier via email to switching@handepay.co.uk or fax 01942 407 998

5. Customers need to provide Handepay with a VAT invoice for the final switching costs via email to switching@handepay.co.uk or fax 01942 407 998
6. Claims for switching costs must be made within 90 days of the first live transaction date
7. All switching costs must be repaid immediately by the customer to Handepay on the earlier of you notifying us of your intention to close the Merchant Acquiring Account, your Merchant Acquiring Account being closed or use of the terminal stops for a concurrent period of 30 days or more, in accordance with the following sliding scale:

0 - 12 months of the first live transaction	100% repayment
13 - 24 months of the first live transaction	75% repayment
25 - 36 months of the first live transaction	50% repayment
37 - 48 months of the first live transaction	25% repayment

Please note that if you have more than one terminal, the amount repayable per terminal will be calculated by dividing the total switching fee to be repaid by the number of terminals you have.

Who's it for?

1. Customers who are new to Handepay
2. Customers who get their terminal equipment from the same provider as their merchant account
3. Customers whose terminal rental is shown on their monthly merchant statement

What's covered?

1. Cancellation fees for your acquiring facility and terminal
2. Amounts are uncapped and will be covered regardless of how long you have been in contract

What's not covered?

1. Costs you incur for non-returned terminal equipment
2. Costs for returning terminal equipment to your old provider
3. Costs you incur for terminal equipment which is damaged when you return it
4. Any charges which are outstanding or unpaid on your account at the point of cancellation, such as merchant service charges, minimum monthly service charges, PCI fees or terminal rental
5. Costs where your terminal is provided by or rented to you by a third party which is not your merchant account processor

Please note that if you get your terminal equipment from another supplier we may be able to offer switching fees on a bespoke basis. Offer only available to new customers joining Handepay via EVO Payments.

Cash Back Promotion - Terms and Conditions

These terms only apply to customers who have signed and submitted their application with a promotional letter:

1. Cash Back will be paid as per the amount detailed on the letter. No other cash back amount will be paid, and cash back will not be paid unless a correctly completed and signed letter is provided during the application process
2. Cash Back must be claimed in line with the main Easy Switch terms and conditions, detailed above under "how to claim"
3. Easy Switch point 4, under "how to claim" will not apply to Cash Back promotion