



E-Topup and International Calling Card electronic terminal agreement (page 1)

For Official Use Only

Merchant ID	URN	Terminal ID	Serial #	Ref #
			T	
			P	
			Pin pad	

(Please tick appropriate boxes and complete all Fields)

1. Business Statutory details here after known as "The RETAILER"

Are you: A Limited Company Must be signed by a Director Reg No.

A Sole Trader Must be signed by the Proprietor

A Partnership Must be signed by a partner

Full Business Name:

Business Address:

Town: City: Postal Code:

Business Tel: Fax:

Mobile No: VAT Reg No:

Contact Person: Date Business Commenced: D M YY

Required Services: Mobile Topup Debit Credit Facility International Calling Cards

2. Business Operational Details

Type of Business: News Agent General Grocer Off-Sales Other

Weekly turnover band: £3,000-£5,000 £5,000-£7,000 £7,000-£10,000 £10,000+

General store location: High Street Neighbourhood Country/Village Other

Size of store	Sq/ft	Trading Hours	Opening Time	Closing time
Number Of Tills		Monday		
Number of Staff		Tuesday		
Lotto Machine avg T/O		Wednesday		
Bus Pass avg T/O		Thursday		
News Bill avg T/O		Friday		
ATM (In-store) Yes <input type="checkbox"/> No <input type="checkbox"/>		Saturday		
Group Member (eg. NFRN, VIKAS)		Sunday		
		Public Holiday		

Existing terminals	Debit /Credit card	E-Topup	Utility	Other
Supplier				
Date Installed				

Supporting Comment if Any:



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3. Bank Enquiry and Consent for a credit search to be made – Data Protection Act 1998

I/We consent to you making a search of a credit reference agency against myself/ the partners of the business/ the company and agree to a record of the search(es) being retained. Further I/we consent to you making enquiries about the principle directors of the company (if applicable); and

Should you require a reference directly from our bank, we consent to you requesting an opinion in respect to our means and standing from the Manager of the following bank;-

Banking Information

Name of Bank:		Bank Address:	
Sort Code: <input type="text"/>		Name of Bank Account:	
Account Number: <input type="text"/>		Account Manager Name:	
1 Proprietor <input type="checkbox"/> Partner <input type="checkbox"/> Director <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> (tick as applicable) Other <input type="text"/>			
Full Name:			
Date of Birth:		Nationality	Country of Residence
Home Address:			
Post Code	Home Tel No:		Mobile Tel No:
Email:			
Occupation:			
Date moved into above address <input type="text"/>		Owner <input type="checkbox"/>	Tenant <input type="checkbox"/>
		Living with Parents <input type="checkbox"/>	
Previous address if less than 3 years at present address:			
		Years/Months at this address:	Years Months
Proof of Identity (Please provide two forms of Identity. One form of identity must have a photograph):			
Driving Licence <input type="checkbox"/>	Passport <input type="checkbox"/>	Utility Bill <input type="checkbox"/>	Other (i.e. Bank statement) <input type="checkbox"/>
Signature:		Date:	

2 Proprietor <input type="checkbox"/> Partner <input type="checkbox"/> Director <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> (tick as applicable) Other <input type="text"/>			
Full Name:			
Date of Birth:		Nationality	Country of Residence
Home Address:			
Post Code	Home Tel No:		Mobile Tel No:
Email:			
Occupation:			
Date moved into above address <input type="text"/>		Owner <input type="checkbox"/>	Tenant <input type="checkbox"/>
		Living with Parents <input type="checkbox"/>	
Previous address if less than 3 years at present address:			
		Years/Months at this address:	Years Months
Proof of Identity (Please provide two forms of Identity. One form of identity must have a photograph):			
Driving Licence <input type="checkbox"/>	Passport <input type="checkbox"/>	Utility Bill <input type="checkbox"/>	Other (i.e. Bank statement) <input type="checkbox"/>
Signature:		Date:	



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4. Topup Commission % of Transaction Value

Additional Networks:	Orange	<input type="text"/>	%	Vodafone	<input type="text"/>	%		
Blyk	<input type="text"/>	%	02	<input type="text"/>	%	3G	<input type="text"/>	%
Lebara	<input type="text"/>	%	Talk Mobile	<input type="text"/>	%	Other (_____)	<input type="text"/>	%
Lyca Mobile	<input type="text"/>	%	T-Mobile	<input type="text"/>	%	Other (_____)	<input type="text"/>	%
Nomi Mobile	<input type="text"/>	%	Virgin	<input type="text"/>	%	Other (_____)	<input type="text"/>	%

International Airtime Vouchers, Refer to Provided Rate Sheet for your Commission (%).
Specific vouchers may carry additional bonus discount from time to time.

Note: The amount of Commission is subject to variation in accordance with 3R Simply Pay and Go General Terms

5. Validity of Agreement

Start Date:	
Notice Period	_____ Weeks (Maintaining Minimum Turnover) Or payment of £ _____

6. Terminal Charges

E-TopUp and International calling cards Minimum turnover £_____._____p Weekly usage fee £_____._____p

3R reserves the right to remove the terminal at any time if weekly turnover is Less than £_____ Combined E-TopUp and International Calling Cards. There is a minimum turnover requirement, or a weekly usage fee will apply. If the terminal is used only for Merchant services then a weekly fee of £3.75+VAT will apply (Unless other arrangements agreed)

7.General

Stationery	Stationery is provided free, delivery and postage will be charged at cost.
Payment	Payment for services deployed on the terminal will be made to 3R via Direct Debit or Pre-paid customers will pay directly into 3R nominated Bank Account
Power	A standard power socket is required. Power used is for the Retailers account
Telephone Access	A telephone line is required to make transactions through the terminal. A dedicated line is not required. All transactions are on a free phone dial-up
Space and location requirements	The terminal needs a clear area of approx an A4 sheet of paper. The counter upon which the terminal will sit should be level and free from possible contaminants.

8. Signatures

Signed on behalf of 3R Simply Pay and Go	Signature:
	Name:
	Title:
	Date:

3R Simply Pay and Go general conditions for the Usage of the top-up enabling equipment will apply. The Retailer declares that they have read and understood the conditions prior to signing this Contract Schedule. The Details provided are to the best of my knowledge accurate and correct. I further acknowledge that I have read the terms and conditions should my /our application be successful. I am duly authorised to make this application on behalf of the parties listed in this application.
I acknowledge the following points have been advised to me before signing the 3R pay and go Retailer Agreement.
+ This agreement is for _____ months*.
+ The notice period as mentioned in section 5 is required, and can only be served after 18 months.
+ A minimum sales requirement of £300 per week is required. If the minimum sales is not achieved a fee of £1.25+VAT per week will be applied**.
+ 3R reserves the right to amend the minimum sales requirements in line with clause 13 of the Retailer Agreement. Minimum sales requirements apply only to E-topup and International calling cards.

+ The Direct Debit is collected twice per week if turnover exceeds £500.00. Retailers on twice per week Direct Debit will be taken on Wednesday and Friday. Friday Direct Debit will be for Monday to Wednesday of the following week, Wednesday will be for the previous Thursday to Sunday sales.
+ Should the Direct Debit be returned once in the the first 3 months, a deposit will be required which will be your allocated credit limit.
+ Should the Direct Debit be returned more than once in the first 3 months, the Agreement will change to a PRE-PAID scheme, requiring an advanced payment in order to activate your terminal.
+ A fee of £35.00+VAT is charged to The Retailer for any defaulted payments.
+ Should a deposit be required this shall be held for the duration of your Contract Agreement.
+ It is the responsibility of the Retailer to advise 3R Simply Pay and Go in writing about any change in ownership of the business at least 15 working days before. Failure of this will incur you a charge of £160.00, and disruption of your service.
*Minimum contract terms is 24 months. **After 13 weeks trading.

Signed on behalf of The Retailer	Signature:
	Name:
	Title:
	Date:



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GENERAL CONDITIONS FOR THE PROVISION OF THE LOAN TERMINAL ENABLING EQUIPMENT AND THE PROVISION OF RELATED SERVICES

1 Interpretation

1.1 3R Simply Pay and Go is the trading name for 3R Telecom Limited.

In these Conditions the following terms shall, unless the context otherwise requires, have the following meanings:

the Agreement means the agreement between 3R Simply Pay and Go and the Retailer constituted by the Contract Schedule and incorporating these Conditions;

Authorisation to Operate means a licence or other permission granted directly or through an Intermediary entity from time to time which allows 3R Simply Pay and Go to operate as a provider of terminal services.

Business Day means a day (excluding Saturdays and Sundays) in which banks generally are open in London for the transaction of normal banking business;

Commission means the amount of commission payable by 3R Simply Pay and Go to the Retailer, pursuant to the Agreement;

Contract Schedule means the form signed by the parties and incorporating by reference these Conditions;

Enabling Services means the provision of electronic services through the Equipment;

Equipment means the terminal(s) more specifically described in the Contract Schedule, and/or such other equipment as provided by 3R Simply Pay and Go to the Retailer from time to time;

Intellectual Property Rights means any and all patents, trade marks, rights in designs, get-up, trade, business or domain names, copyrights or moral rights (whether or not registered and any applications to register or rights for registration of any of the foregoing), rights and inventions, know-how, trade secrets and other confidential information, rights in databases and all other Intellectual Property Rights of a similar or corresponding character which may now or in future subsist in any part of the world;

the Intermediary means entity with whom 3R Simply Pay and Go may enter into any contractual arrangement or obtain any licence or permission in connection with the provision of Enabling Services on the terminal equipment);

International calling card voucher means the a voucher which entitles the holder to make use of a stipulated network access method to make calls typically with an international destination under terms and conditions pursuant to the specific voucher acquired by the Retailer from 3R;

Merchant services mean the provision of Credit and/or Debit transactions to an Acquiring Merchant if the Retailer is approved to undertake such transactions by a legal acquirer in terms of the United Kingdom Banking legislation;

Network Operators means Vodafone Ltd (**Vodafone**), Orange Personal Communications Services Ltd (**Orange**), O2 (UK) Ltd (**O2**), T-Mobile (UK) Ltd (**T-Mobile**), Tesco Mobile (**Tesco**), Virgin Mobile Telecoms Ltd (**Virgin**), Hutchinson 3G (**3G**) and The Carphone Warehouse Group PLC (**Carphone Warehouse**) and such other persons as may be agreed in writing by the parties from time to time, provided that (unless inconsistent with the context) any reference to any Network Operator shall include the Intermediary;

Network Operator Intellectual Property Rights means all Intellectual Property Rights owned by the Network Operators;

Terminal Charges means the fees if any payable by the Retailer to 3R Simply Pay and Go pursuant to the Agreement as described in the Contract Schedule and as amended from time to time;

Service Provider means a provider of a transaction on the terminal that could result in a service being provided to an end-user client for a fee that is transacted through facilities offered on the terminal equipment;

Specified Premises means the outlet, or outlets operated by the Retailer as specified in the Contract Schedule;

Start Date means the date as specified in the Contract Schedule (or, if no such date is specified, the date of signature of the Contract Schedule by 3R Simply Pay and Go);

Top-Up means an increase in the airtime provided by a provider of services and/or Network Operator to any of its private customers;

Transaction means any valid request for Acquiring Merchant, or other services if/when available and/or Top-Up from a Service Provider and/or Network Operator made using the Equipment on behalf of a customer, which request has been accepted and confirmed on behalf of the relevant Network Operator;

3R Simply Pay and Go means 3R Telecom Limited, a company registered in England under number 04189802 whose registered office is at Charter House, 8-10 Station Road, London E12 5BT; and

Week means each calendar week running from midnight on each Monday Morning to midnight on the Sunday Evening including every day in between.

1.2 **NOTES** to the Agreement:-

1.3 References to Clauses and sub-clauses are to the clauses and sub-clauses of these Conditions.

1.4 Headings are for convenience only and shall be ignored in interpreting these Conditions.

1.5 References to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification).

1.6 To the extent of any inconsistency between these Conditions and the Contract Schedule, the terms of the Contract Schedule shall prevail.

2 Scope of the Agreement

2.1 3R Simply Pay and Go hereby:

(a) Appoints the Retailer as a non-exclusive supplier of Services, and the Retailer hereby accepts such appointment; and

(b) Agrees to loan and the Retailer agrees to take on loan, comprehensively insure, protect, and maintain in good working order the Equipment which shall remain the property of 3R Simply Pay and Go;

in each case with effect from the Start Date and subject to the terms of the Agreement.

2.2 The Agreement sets out the only conditions upon which 3R Simply Pay and Go will deal with the Retailer in relation to its subject matter. No terms and conditions used by the Retailer in the course of its business shall apply to the Agreement.

3 The Equipment

3.1 3R Simply Pay and Go agrees to permit the Retailer and its employees to use the Equipment at the Specified Premises subject to the terms of the Agreement.

3.2 3R Simply Pay and Go warrants that the Equipment is in serviceable condition as at the date hereof, but makes no other warranties or representations as to its condition or fitness for any purpose.

3.3 The Retailer undertakes and agrees:

(a) to take all reasonable and proper care of the Equipment and keep it in the same condition as at the date hereof (reasonable fair wear and tear excepted) and to indemnify 3R Simply Pay and Go against loss of or damage to the Equipment howsoever caused;

(b) to ensure that any instructions or manuals supplied by 3R Simply Pay and Go for use of the Equipment will be observed by the Retailer and any person who will be responsible for the use of the same;

(c) to comply with all applicable laws in relation to the Equipment and the use thereof;

(d) only to operate the Equipment and to permit the Equipment to be operated in a skilful and proper manner and by persons who are competent to operate such equipment;

(e) to use the Equipment exclusively in connection with the provision of Top-Ups, prepaid, point-of-sale-activation, International calling card vouchers and other services that are and may become a subject under this Agreement;

(f) except as otherwise agreed by 3R Simply Pay and Go from time to time, to ensure that the Equipment shall not be removed from the Specified Premises;

(g) to ensure that 3R Simply Pay and Go, appointed agent, financing entity and or its insurers has at all times a right of access to the Equipment for inspection and removal;

(h) to ensure that during this agreement and not until the full termination notice period has passed, the Retailer must obtain written permission from 3R to implement identical or competitive services to that which are a subject of this agreement, irrespective of whether these services were already installed at the retailer prior to the start date of the 3R Loan;

(i) not to make or cause or permit to be made any alteration, modification or addition to the Equipment without 3R Simply Pay and Go's prior written consent, so that any such alteration, modification or addition of whatsoever kind shall belong to and become the property of 3R Simply Pay and Go and part of the Equipment;

(j) not to sell or offer for sale, assign, mortgage, pledge, sublet or lend out the Equipment or in any way part with the Equipment or any interest therein but to keep the Equipment in its own possession legal and physical or under its control and to prevent the creation of any charge or lien thereon;

(k) to ensure that no part of the Equipment shall be seized or taken in execution or distained upon, and to notify 3R in the event that a third party attempts to make such a claim on the equipment;

(l) if requested by 3R Simply Pay and Go to affix or cause to be affixed to the Equipment or any separate part or parts thereof requested by 3R Simply Pay and Go notices or other markings indicating in terms approved by 3R Simply Pay and Go that the Equipment is the property of 3R Simply Pay and Go and is on rental to the Retailer. The Retailer shall ensure that such notices and markings remain so affixed and are at no time removed, obliterated, defaced or covered up;

(m) that the Equipment shall remain the property of 3R Simply Pay and Go and that the Retailer shall have no right or interest therein otherwise than as an operator of equipment on loan and shall at no time do or permit to be done any act or thing which might prejudice or jeopardize the rights of 3R Simply Pay and Go in and to the Equipment.

3.4 The Retailer shall be responsible for all electricity, line rental and telephone charges incurred in connection with the operation of the Equipment.



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- 3.5 For the avoidance of doubt, the Retailer shall be liable for any loss, theft or destruction of, or damage to the Equipment while in the Retailer's possession or under the Retailer's control, in addition should 3R, its agent, Financing entity, or insurer call for such equipment to be returned to 3R the retailer at the retailers cost shall be obliged to ensure the equipment is returned in good and proper working order to 3R Simply Pay and Go registered office, or some other address as may be provided.
- 3.6 In consideration for 3R Simply Pay and Go permitting the Retailer to use the Equipment subject to the terms of the Agreement, the Retailer shall pay 3R Simply Pay and Go a loan fee (if any) as specified in the Contract Schedule.
- 4 Enabling Services**
- 4.1 The Retailer shall provide Terminal Enabling Services to the general public in accordance with, and for the duration of, the Agreement.
- 4.2 The Retailer undertakes:
- (a) to obtain all permissions, licences, waivers, consents, registrations and approvals which are necessary for it to provide any of the Terminal Enabling Services or otherwise perform its obligations under the Agreement.
 - (b) not to issue a Terminal service unless it has been paid for or transacted in full and a trade concluded subject to the terms and conditions of the relevant service or Network Operator;
 - (c) to ensure that a receipt is issued to customers as prescribed by the relevant service or Network Operators from time to time; and
 - (d) to issue transactions only in those denominations specified by 3R Simply Pay and Go, Service Provider or the relevant Network Operators from time to time;
 - (e) not to make any representations or warranties in respect of 3R Simply Pay and Go, Acquiring Merchant, Service Provider or the Top-Up Enabling Services without the prior written consent of the relevant party;
 - (f) to co-operate with 3R Simply Pay and Go and comply with its reasonable directions, in connection with the provision of the Acquiring Merchant, Service Provider or Top-Up Network;
 - (g) not to act (or fail to act) in a way which adversely affects or is reasonably likely to adversely affect the reputation of 3R Simply Pay and Go or any Acquiring Merchant, Service Provider or Network Operator or the Intermediary; and
 - (h) not to do anything whether by act or omission which is likely to jeopardise 3R Simply Pay and Go's relationship with any Acquiring Merchant, Service Provider or Network Operator or as a result of which any of the relevant 3R suppliers may validly terminate or withdraw an Authorisation to Operate.
- 4.3 The Retailer undertakes to use its reasonable endeavours to promote the Services provided on their terminal provided by 3R and shall:
- (a) display such promotional material ("the Approved Materials") relating to the Services as 3R Simply Pay and Go may reasonably require from time to time;
 - (b) display the Approved Materials only at the Specified Premises;
 - (c) not use any materials other than the Approved Materials for the promotion of the Services,
 - (d) not use Approved Materials for any purposes other than the promotion of Services;
 - (e) ensure that the Approved Materials are not altered, modified, defaced or obstructed in any way;
 - (f) promptly comply with all directions issued by 3R Simply Pay and Go from time to time regarding the manner of use of the Approved Materials; and
 - (g) comply with such brand guidelines as may be issued by the Acquiring Merchant, Service Provider and/or Network Operators from time to time.
- 4.4 The Retailer shall be responsible for collection and transmission of all proceeds of any and all transactions and shall bear the liability and cost of all security and Fraud, any bad debts or rejected transactions, however arising, and shall indemnify 3R Simply Pay and Go against any losses, damages, or reasonable costs, which 3R Simply Pay and Go may suffer or incur as a result of the Retailer's failure to collect or transmit all proceeds from any and all transactions or as a result of its failure to bear its liabilities and costs as described above. For the purposes of this clause, "Fraud" shall mean any fraud arising from the use of, or access to that part of the Equipment, or arising in relation to any transaction processing (but for the avoidance of doubt, shall not extend to any defects or fraud perpetrated by an employee of, or contractor to, 3R Simply Pay and Go or any Network Operator.
- 4.5 The Retailer shall not make any modifications, additions or alterations to any terms or tariffs prescribed by the Acquiring Merchant, Service Provider or Network Operators from time to time.
- 4.6 If, in the course of providing the Enabling Services, the Retailer receives from any customer or other person any complaints relating to the products or services provided by any Provider, the Retailer shall not make any representations on behalf of the relevant Provider, but shall refer the complaint as soon as practicable to the relevant Provider.
- 4.7 In consideration for the performance of the Retailer's obligation in relation to the provision of the Enabling Services, 3R Simply Pay and Go shall pay the Retailer a Commission based on the gross value of all proceeds of the Top-Ups received by 3R Simply Pay and Go from the Retailer, calculated at the rates set out in the Contract Schedule as varied from time to time in accordance with the Agreement.
- 5 Payments**
- 5.1 On the third and fifth Business Day of each Week:
- (a) 3R Simply Pay and Go shall issue to the Retailer a request for payment of the gross value of all Transactions in the previous week, and shall issue on behalf of the Retailer a pro forma VAT invoice for the Commission payable to the Retailer in respect of such Transaction, with a reconciliation of amounts received by 3R during the week;
 - (b) Should the net amount on the invoice reflect that the Retailer owes an amount for the previous week to 3R, the Retailer shall pay to 3R Simply Pay and Go by way of direct debit or (if expressly agreed by 3R Simply Pay and Go) in cash, the gross value of all such Transactions, subject to deduction of the amount of the Retailer's VAT invoice.
 - (c) Should the net amount on the invoice reflect that 3R owes an amount for the previous week to the Retailer, 3R Simply Pay and Go shall pay to the retailer by way of direct debit the gross value of all such Transactions, subject to deduction of the amount of the Retailer's VAT invoice.
- 5.2 On Wednesday or the immediately preceding business day that is not a public holiday of each week the Retailer shall pay to 3R Simply Pay and Go the Loan and any other fee (if any applicable) for such week.
- 5.3 All amounts expressed to be payable under the Agreement are exclusive of value added tax or any similar taxes which the payer shall pay in addition subject to issue of a proper VAT invoice
- 5.4 Time of payment by the Retailer is of the essence of the Agreement.
- 5.5 If any sum due under the Agreement is not received by 3R Simply Pay and Go on the due date for payment, such sum shall carry an annualised interest at the rate of [3 per cent. per annum over the base rate from time to time of Nat West plc on the sum from the due date for payment until the date payment in full (including any accrued interest) from 3R Simply Pay and Go is received, whether before or after judgment, such interest to be compounded weekly.
- 5.6 Payments made to an agent or 3rd party will not be considered as discharging the Retailers liability to 3R Simply Pay and Go.
- 5.7 Proprietor/owner/director(s) will remain personally liable for any unpaid amount due to 3R Simply Pay and Go.
- 6 Change Control**
- 6.1 The Retailer acknowledges and accepts that one or more of the relevant Acquiring Merchant, Service Provider or Network Operators or their agents or suppliers may require 3R Simply Pay and Go to vary its arrangements for the provision of Enabling Services.
- 6.2 In consequence of this, 3R Simply Pay and Go may at any time give written notice to the Retailer specifying any variation required to be made to the Agreement, including without limitation the loan fee, Rates of Commission or the frequency and terms of the invoicing and payment provisions contained in the Agreement.
- 6.3 The Retailer shall agree to any such variation as referred to in Clause 6.2 above.
- 7 Intellectual Property Rights**
- 7.1 The Retailer hereby acknowledges that it shall acquire no right, title or interest in any Intellectual Property Rights now or in the future subsisting in the software, know-how and any other materials or documents in whatever form owned or rented by 3R Simply Pay and Go and relating to the provision of the Enabling Services.
- 7.2 The Retailer hereby undertakes to comply with all requirements; guidelines and instructions issued by 3R Simply Pay and Go (or Acquiring Merchant, or Services Providers, or the Network Operators) from time to time in relation to all providers Intellectual Property Rights. The Retailer hereby acknowledges that it shall acquire no right, title or interest in any Intellectual Property Rights for any provision of services and/or transactions processed .
- 8 Provision of Information**
- 8.1 The Retailer undertakes:
- (a) to notify 3R Simply Pay and Go in writing immediately of any event or circumstance as referred to in Clause 9.3 below;
 - (b) to advise 3R Simply Pay and Go promptly of any actual or potential delays or hindrances in complying with its obligations under the Agreement; and
 - (c) to inform 3R Simply Pay and Go immediately of any change in its organisation or method of doing business which might affect the performance of the Retailer's duties under the Agreement or of any changes in ownership or control of the Retailer.
- 8.2 The Retailer shall keep full and detailed records of all acts and things done by it in relation to the Agreement and shall regularly and on demand supply 3R Simply Pay and Go with such information in such form as 3R Simply Pay and Go may specify from time to time.
- 9 Indemnities**
- The Retailer shall indemnify 3R Simply Pay and Go against all costs, claims, demands, losses, liabilities and expenses (including legal expenses) suffered or incurred by 3R Simply Pay and Go arising in respect of:



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- 9.1 any claims by third parties as a result of the Retailer's negligent act or omission (including those of its employees, agents, representatives or subcontractors);
- 9.2 any breach by the Retailer of its obligations under the Agreement;
- 9.3 any unauthorised Transaction or fraud relating to the use of, or access to the Equipment occurring on or prior to the date on which the Retailer notifies 3R Simply Pay and Go of the occurrence of such unauthorised Transaction or fraud
- 9.4 any act or fraud, deceit or dishonesty by any of its employees, agents and representatives.
- 10 Limitation of 3R Simply Pay and Go's Liability**
- 10.1 The Retailer acknowledges that 3R Simply Pay and Go's obligations and liabilities in respect of the Equipment and the Enabling Services pursuant to the Agreement are exhaustively defined in the Agreement. The Retailer agrees that the express obligations and warranties undertaken by 3R Simply Pay and Go in the Agreement are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, express or implied, statutory or otherwise relating to anything supplied or services provided by 3R Simply Pay and Go under or in connection with the Agreement.
- 10.2 3R Simply Pay and Go will not be liable for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused, whether arising under contract, tort (including negligence) or otherwise including (without limitation) loss of production, loss of or corruption to data, loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings, even if 3R Simply Pay and Go has been advised of their possibility.
- 10.3 In all other cases not falling within Clause 10.1, 3R Simply Pay and Go's total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with the Agreement or based on any claim for indemnity or contribution will not exceed in aggregate the amount of the loan fee from time to time received by 3R Simply Pay and Go.
- 10.4 The foregoing limitations and exclusions shall not limit or exclude 3R Simply Pay and Go's right to enforce payment of any sum due under the Agreement.
- 11 Insurance**
- 11.1 The Retailer undertakes during the period of the Agreement at its own cost to insure with a reputable insurance company approved by 3R Simply Pay and Go on a claims arising basis each item of the Equipment against loss or damage for a value of not less than £500 and shall ensure that 3R Simply Pay and Go's interest in such policy is properly noted.
- 11.2 The Retailer shall from time to time produce to 3R Simply Pay and Go on demand full particulars of the insurance (including the noting of 3R Simply Pay and Go's interest) and proof of payment of all premiums payable.
- 12 Confidentiality**
- The Retailer agrees and undertakes that during the term of the Agreement and thereafter it will keep confidential and will not use for its own purposes nor without the prior written consent of 3R Simply Pay and Go disclose to any third party all information of a personal or confidential nature (including personal information, trade secrets and information of commercial value) which may become known to the Retailer from 3R Simply Pay and Go or any Network Operator, Intermediary or customer ("confidential information") unless the information is public knowledge or already known to the Retailer at the time of disclosure or subsequently becomes public knowledge other than by breach of the Agreement or subsequently comes lawfully into the possession of the Retailer from a third party.
- 13 Duration and Termination**
- 13.1 The Agreement shall come into effect on the Start Date and shall continue until terminated in accordance with this Clause 13.
- 13.2 Unless agreed and at the sole discretion of 3R Simply Pay and Go the specified relevant notice period shall be 36 months.
- 13.3 Without prejudice to its rights to which it may be entitled, 3R Simply Pay and Go may give notice in writing to the Retailer terminating the Agreement with immediate effect if:
- the Retailer commits any breach of any of the terms of the Agreement;
 - there is a change of control of the Retailer and/or Network instructed us to terminate;
 - the Retailer purports to assign its rights or obligations under the Agreement without 3R Simply Pay and Go's prior consent; or
 - an order is made or a resolution is passed for the winding up of the Retailer or an order is made for the appointment of an administrator to manage the affairs, business and property of the Retailer or a receiver is appointed of any of the Retailer's assets or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or the Retailer takes or suffers any similar or analogous action in consequence of debt.
- 13.4 The retailer will be liable for the penalties as outlined in clause 13.2.
- 13.5 For the duration of the specified period, the retailer will remit £50 per week.
- 14 Effects of Termination**
- 14.1 On Termination of the Agreement for whatever reason, the Retailer shall immediately return to 3R Simply Pay and Go any Equipment and any other property of 3R Simply Pay and Go in its possession or control. Failure to comply with the agreement will make the owner/proprietor/director(s) of the company personally liable for the cost of the equipment, penalty and any outstanding amounts due to 3R Simply Pay and Go.
- 14.2 Termination of the Agreement however caused shall be without prejudice to any rights or liabilities accrued at the date of termination.
- 14.3 Subject as herein provided and to any rights or obligations accrued prior to termination, neither party shall have any further obligation to the other under the Agreement.
- 14.4 For the avoidance of doubt, the provisions of Clauses 8, 9, 10 and 12 shall survive the termination of the Agreement for whatever reason.
- 15 Rights of Third Parties**
- 15.1 It is agreed that the Contracts (Rights of Third Parties) Act 1999 shall apply in favour of all Acquiring Merchant, Service Provider or Network Operators and customers in respect of all the obligations of the Retailer under the Agreement, provided that:
- 3R Simply Pay and Go and the Retailer may by agreement rescind or vary the Agreement without the consent of any Acquiring Merchant, Service or Network Operator or customer or any other third party; and
 - no party may unilaterally rescind the Agreement other than in accordance with the terms of the Agreement.
- 16 General**
- 16.1 The Agreement supersedes all prior agreements, negotiations and discussions between the parties relating to it.
- 16.2 The Retailer shall not represent itself as an agent of 3R Simply Pay and Go for any purpose nor pledge 3R Simply Pay and Go's credit or give any condition or warranty or make any representation on 3R Simply Pay and Go's behalf or commit 3R Simply Pay and Go to any contracts.
- 16.3 Save as expressly provided in the Agreement, no amendment or variation of the Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.
- 16.4 3R Simply Pay and Go may assign any of its rights or obligations under the Agreement to any person, firm or company.
- 16.5 The Retailer shall not without 3R Simply Pay and Go's prior written consent assign, transfer, charge or deal in any other manner with the Agreement or its rights under it or part of it, or purport to do any of the same, nor sub-contract any or all of its obligations under the Agreement.
- 16.6 The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under the Agreement.
- 16.7 No failure of 3R Simply Pay and Go to exercise or enforce any right under the Agreement shall be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.
- 16.8 If any provision of the Agreement is found to be invalid or unenforceable it shall not affect the other provisions of the Agreement which shall remain in full force and effect. The parties shall attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision.
- 16.9 Any notice to be given by 3R Simply Pay and Go in connection with the Agreement shall be given by email or other electronic means to the address of the Retailer last known to 3R Simply Pay and Go. Any such notice may also be delivered personally, sent by recorded delivery mail or by fax to the address or fax number of the Retailer last known to 3R Simply Pay and Go.
- 16.10 Any notice sent by email or by fax shall be deemed to have been duly served at the time of sending, provided that the sender can produce a confirmation of error-free delivery (in the case of email) or transmission (in the case of fax).
- 16.11 Any notice delivered personally or sent by recorded delivery mail shall be deemed to have been duly served at the time of delivery.
- 16.12 The Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.
- 17 Change of Ownership**
- 17.1 It is the responsibility of the Retailer to advise 3R Simply Pay and Go in writing about any change in ownership of the business at least 15 working days before. It is also the responsibility of the Retailer to return equipment in working condition to 3R Simply Pay and Go., failure to do so will result in a penalty of £495.00
- 17.2 Failure to advise 3R Simply Pay and Go may result in this agreement still binding on the Retailer and hence the retailer is responsible for the transaction vended on the 3R Terminal Equipment by the new owner. Any amounts not settled by the new owner, and the cost of Equipment if 3R Simply Pay and Go fails to recover/collect it.
- 17.3 The new owner will be required to make a new application to 3R Simply Pay and Go, which will be subjected to usual Terms & Conditions.

