



# 3R Terminal Application and Agreement

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## 1. Business Statutory Details here after known as "The RETAILER"

Full Business Name:		
Type of Business:	Ltd Company	Sole Trader Partnership
Business Address:		
Town:	City:	Postal Code:
Business Tel:	Fax:	Mobile No:
VAT Reg No:	Company Registration No:	
Person of Contact:	Date Business Commenced: / /	

## 2. 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;-

### Bank Information

Name of Bank:	Bank Address:
Name of Bank Account:	Account Manager Name:
Sort Code: - -	Account Number:

### Customer Information

Sole Trader	Partner	Director	Mr	Mrs	Miss	Ms	Other	(Mark as appropriate)
Full Name:								
Date of Birth: / /			Nationality:			Country of Residence:		
Home Address:						Post Code:		
Email:			Home Tel No:			Mobile Tel No:		
Date moved into above address: / /			Owner			Tenant		Living With Parents
Previous address if less than 3 years at present address:								
Years/ Months at this Address:			Years			Months		
Signature:						Date: / /		

### Customer Information

Sole Trader	Partner	Director	Mr	Mrs	Miss	Ms	Other	(Mark as appropriate)
Full Name:								
Date of Birth: / /			Nationality:			Country of Residence:		
Home Address:						Post Code:		
Email:			Home Tel No:			Mobile Tel No:		
Date moved into above address: / /			Owner			Tenant		Living With Parents
Previous address if less than 3 years at present address:								
Years/ Months at this Address:			Years			Months		
Signature:						Date: / /		

**For Additional Partners or Directors, Please Provide Information Separately**



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## 3. Proof of Identity

Proof of identity is required by all traders, partners, or directors you have provided information for. Please select the two forms of identity you wish to provide. One form of identity must have a photograph):

### Forms of Identification

Driver's Licence	Passport	Utility Bill	Other( i.e. Bank Statement)
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## 4. Validity of Agreement

Start Date:     /     /

## 5. General

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 hardware.
Broadband	A broadband line is required to make transactions through the hardware.
Terminal	Additional terminal charges as per agreed. Subject to terms and conditions.

## 6. Signatures

Signed on behalf of <b>3R Epos LTD</b>	Signature:
	Print:
	Date:     /     /
<p>3R 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.</p> <p>+ The notice period as mentioned in clause 13 (4 Weeks) is required, and can only be served after 18 months.</p> <p>+ For 2 or more failed Mobile Topup transactions or other transactional services from our terminal in 3 months will result in the retailer being placed on the pre-paid scheme, and incur a deposit that is retained for the duration of the agreement.</p> <p>+ It is the responsibility of the Retailer to advise 3R in writing about any change in ownership of the business at least 30 working days before.</p> <p>+ Minimum contract term is 18 months.</p> <p>+ 3R Epos LTD are remunerated by Barclaycard for successful introductions that result in Barclaycard Payment Solutions providing merchant acquiring or gateway solutions to a member.</p>	
Signed on behalf of <b>The Retailer*</b>	Signature:
	Print:
	Date:     /     /

\*By my signature, I acknowledge that I have read, understand, and agree to the Terms and Conditions.

### For Official Use Only

Customer Number:	URN:	Deposit (Yes/No):	M/s MID:



## Instruction to your Bank or Building Society to pay by Direct Debit



Please fill in the whole form and send it to:

3R Epos LTD  
39 Lindsey Street  
Epping  
Essex  
CM16 6RB

Name(s) of Account Holder(s):

Originator's Identification Number

6	7	9	3	9	3
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Reference Number

--	--	--	--	--	--	--	--	--	--

Bank/ Building Society Account Number

Branch Sort Code

— — —

Name and Full Postal Address of  
Your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

### Instruction to your Bank or Building Society

Please pay 3R Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with 3R and, if so, details will be passed electronically to my Bank/Building Society.

Signature (s)

Date

/ /

Banks and Building Societies may not accept Direct Debit Instructions from some types of account

This guarantee should be detached and retained by the Payer

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## The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme.  
The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change, 3R will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by 3R or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society.  
Please also send a copy of your letter to us.



# 3R Terminal Application and Agreement

## 1 Interpretation

### 1.1 3R is the trading name for 3R Epos Limited.

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

the Agreement means the agreement between 3R 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 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 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 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 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 EE Ltd (EE), Vodafone Ltd (Vodafone), O2 (UK) Ltd (O2), Tesco Mobile (Tesco), Virgin Mobile Telecoms Ltd (Virgin), Hutchinson 3G (3G) and other operators 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 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);

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 means 3R Epos 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 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; 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 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 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 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 against loss of or damage to the Equipment howsoever caused;

(b) to ensure that any instructions or manuals supplied by 3R 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 from time to time, to ensure that the Equipment shall not be removed from the Specified Premises;

(g) to ensure that 3R, 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's prior written consent, so that any such alteration, modification or addition of whatsoever kind shall belong to and become the property of 3R 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 detained 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 to affix or cause to be affixed to the Equipment or any separate part or parts thereof requested by 3R notices or other markings indicating in terms approved by 3R that the Equipment is the property of 3R 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 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 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.

### 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 registered office, or some other address as may be provided...

### 3.6 In consideration for 3R permitting the Retailer to use the Equipment subject to the terms of the Agreement, the Retailer shall pay 3R 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;



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- (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, Service Provider or the relevant Network Operators from time to time;
- (e) not to make any representations or warranties in respect of 3R, 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 and comply with its reasonable directions, in connection with the provision of the Acquiring Merchant, Service Provider or Top-Ups 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 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'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 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 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 against any losses, damages, or reasonable costs, which 3R 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 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 shall pay the Retailer a Commission based on the gross value of all proceeds of the Top-Ups received by 3R 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 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 by way of direct debit or (if expressly agreed by 3R) 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 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 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 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 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.
  - 5.7 Proprietor/owner/director(s) will remain personally liable for any unpaid amount due to 3R.
- 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 to vary its arrangements for the provision of Enabling Services.
  - 6.2 In consequence of this, 3R 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 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 (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 in writing immediately of any event or circumstance as referred to in Clause 9.3 below;
    - (b) to advise 3R promptly of any actual or potential delays or hindrances in complying with its obligations under the Agreement; and
    - (c) to inform 3R 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 with such information in such form as 3R may specify from time to time.
- 9 Indemnities
  - The Retailer shall indemnify 3R against all costs, claims, demands, losses, liabilities and expenses (including legal expenses) suffered or incurred by 3R arising in respect of:
    - 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 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's Liability
  - 10.1 The Retailer acknowledges that 3R'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 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 under or in connection with the Agreement.
  - 10.2 3R 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 has been advised of their possibility.
  - 10.3 In all other cases not falling within Clause 10.1, 3R'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.
- 10.4 The foregoing limitations and exclusions shall not limit or exclude 3R'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 on a claims arising basis each item of the



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- 11.2 Equipment against loss or damage for a value of not less than J500 and shall ensure that 3R's interest in such policy is properly noted.
- 11.3 The Retailer shall from time to time produce to 3R on demand full particulars of the insurance (including the noting of 3R'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 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 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, the specified relevant notice period shall be 4 weeks. Notice can only be handed in after 18 months or be subject to pay agreed monthly rental for the remainder of the contract.
- 13.3 Without prejudice its rights to which it may be entitled, 3R may give notice in writing to the Retailer terminating the Agreement with immediate effect if:
- (a) the Retailer commits any breach of any of the terms of the Agreement;
  - (b) there is a change of control of the Retailer and/or Network instructed us to terminate;
  - (c) the Retailer purports to assign its rights or obligations under the Agreement without 3R's prior consent; or
  - (d) 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 undertaking 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.
- 14 14 Effects of Termination
- 14.1 On Termination of the Agreement for whatever reason, the Retailer shall immediately return to 3R any Equipment and any other property of 3R 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.
- 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.
- 14.5 The Retailer has the right to cancel with in 18 months subject to a charge, they are required to give us a 30 day written notice. Should the retailer wish to terminate after 18 months they are they are required to give us a 30 day written notice where no charge will be applied.
- 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:
- (a) 3R 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
  - (b) 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 for any purpose nor pledge 3R's credit or give any condition or warranty or make any representation on 3R's behalf or commit 3R 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 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'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 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 in connection with the Agreement shall be given by email or other electronic means to the address of the Retailer last known to 3R. 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.
- 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 in writing about any change in ownership of the business at least 30 working days before. It is also the responsibility of the Retailer to return equipment in working condition to 3R.
- 17.2 Failure to advise 3R 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 fails to recover/collect it.
- 17.3 The new owner will be required to make a new application to 3R, which will be subjected to usual Terms & Conditions.