

Terms & Conditions

Version 1.1


This document sets out the terms that apply to our services. Please read it carefully. For ease of use, we have created a table of content to navigate the document.

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You can contact us by the following methods

 info@koicoms.com

 0800 368 8405

 Chat with us on <https://www.koicoms.com/>



1. Definitions and Interpretation

1.1 In these terms and conditions, the following terms (whether used in singular or plural form) shall have the following meanings:

Administration Charge means the charge payable in accordance with clause 16.15 where KOICOMS agrees to make a Requested Change, as set out in the Other Charges List;

Agreement means the agreement relating to the hire of the Equipment, incorporating these Conditions and the Contract Form, signed by the Merchant and KOICOMS

Application Form means the application form completed by or on behalf of the Merchant, on or around the date of the Agreement, for submission to the Card Acceptance Provider in relation to a proposed Card Acceptance Agreement (or, where there is no separate application form, the Card Acceptance Agreement itself);

Card Acceptance Agreement means the agreement made between the Card Acceptance Provider and the Merchant for the provision of merchant acquiring services by the Card Acceptance Provider;

Card Acceptance Provider means the provider or proposed provider of merchant acquiring services for the Merchant, as specified on the Application Form;

Change of Legal Entity Charge means the charge payable in accordance with clause 11.4 where KOICOMS agrees to early termination of the Contract in connection with a change to the Merchant's legal entity or basis of trading, as set out in the Other Charges List;

Collection Charge means the prevailing charge for collecting the Equipment, as set out in the Other Charges List;

Conditions means these terms and conditions (as may be amended from time to time in accordance with clause 16.13);

Contract means the contract (comprising the Agreement, the Contract Form and these Conditions) between the Merchant and KOICOMS for the hire of the Equipment;

Contract Form means the document entitled 'Contract Information Form' which sets out certain information about the configuration requirements for the Equipment and certain other information relating to the Merchant's business;

Data Laws means all applicable laws and regulations relating to the processing and privacy of personal data, including the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679;

Default Visit Charge means the charge payable in accordance with clause 5.6 in the event that KOICOMS deploys a representative to visit the Merchant Site following any breach of the Contract by the Merchant, as set out in the Other Charges List;

Delivery Date means: (a) the date of delivery of the Equipment by KOICOMS in accordance with clause 4.1; or (b) where delivery of the Equipment does not occur because a duly authorised representative of the Merchant is not available to take delivery or because the Merchant refuses to accept delivery of the Equipment for any reason, the date on which the Agreement is signed by KOICOMS;

Direct Debit Resubmission Charge means the prevailing charge for resubmitting a direct debit in accordance with clause 8.13.1, as set out in the Other Charges List;

Early Termination Administration Charge means the charge payable in accordance with clause 12.7.3 where the Contract is terminated before the end of the Minimum Period or the relevant Extended Period (as the case may be);

Early Termination Amounts means the amounts due to be paid by the Merchant pursuant to clause 12.7;

Equipment means the terminal (or terminals) and/or other equipment specified in the 'description of goods' section of the Agreement;

Extended Period means a period of twelve (12) months commencing on the expiry of the Minimum Period or (as the case may be) commencing on the date on which the previous such twelve-month period expires;

Failed Delivery Charge means the charge payable in accordance with clause 4.1 in the event that KOICOMS is unable to deliver the Equipment, as set out in the Other Charges List;

Installation and Operating Instructions means the instructions provided by or on behalf of KOICOMS for setting up, installing and using the Equipment;

Installation Charge means the charge payable in accordance with clause 4.3.3 in the event that KOICOMS deploys a representative to install the Equipment at the Merchant Site, as set out in the Other Charges List;

Insurance Value means the value of the insurance required to be maintained by the Merchant for the Equipment pursuant to clause 6.3);

Intellectual Property Rights means all vested, contingent and future intellectual property rights including goodwill, reputation, rights in confidential information, copyright, trademarks, logos, service marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, know-how, trade secrets, inventions, get-up, database rights, rights in software, in each case whether registered or unregistered, and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world, whether now known or in the future created;

Non-Payment Charge means the prevailing charge for non-payment of any of the Rental Charges or Relevant Charges on the Payment Date, as set out in the Other Charges List;

Non-Use Charge means the prevailing charge applicable where the Card Acceptance Agreement is terminated for any reason during the term of the Contract, as set out in the Other Charges List;

Merchant means the person specified as the Hirer on the Agreement;

Merchant Bank Account means the bank account nominated by the Merchant for the processing of the direct debit in respect of the payment of the Rental Charges (and the Relevant Charges where applicable), or such other bank account as may be notified to and agreed by KOICOMS from time to time in accordance with clause 8.8;

Merchant Site means the Merchant's address as specified in the Agreement;

Minimum Period means the minimum period for the hire of the Equipment as specified in the Agreement, which shall commence on the Delivery Date;

Mobile Equipment means any item of the Equipment which is configured for GPRS or CSD connectivity;

Other Charges List means KOICOMS' list of sundry charges and Repair Charges as set out in clause 17.1 and clause 17.2 (in each case, as may be amended from time to time in accordance with the provisions of the Contract);

Payment Date means the due date for payment of the Rental Charges and/or (as the case may be) the due date for payment of the Relevant Charges (where applicable) in accordance with clause 8.5;

Personal Data has the meaning set out in the Data Laws;

Privacy Policy means KOICOMS' Privacy Policy from time to time in force as set out at <https://www.koicoms.com/privacy-policy/>

Relevant Business means: (a) a body corporate; or (b) a partnership of four persons or more; or (c) a partnership of 3 persons or less, all of whom are bodies corporate; or (d) an unincorporated association which consists entirely of bodies corporate;

Relevant Charges means the charges in the Other Charges List and any other charges or amounts (including interest) which are due and payable under the Contract from time to time (other than the Rental Charges, the Statement Fee and the Early Termination Amounts);

Relevant Provider means the Card Acceptance Provider and/or (as applicable) any other third party which (whether pursuant to any contract with the Merchant or with KOICOMS) provides the Equipment or the Solution;

Rental Charges means the charges for the hire of the Equipment as specified in the Agreement;

Repair Charges means the prevailing charges for the relevant repair of the Equipment as set out in the Other Charges List;

Requested Change means any change to the Contract (including, for the avoidance of doubt, any change to the Equipment, the Rental Charges, the Minimum Period, the Extended Period, the Merchant Bank Account, the Merchant Site and any change to any of these Conditions) which is agreed by KOICOMS in writing following a request from the Merchant to make such change;

RPI means the means the Retail Prices Index as published by the All Items Retail Prices Index as published by the Office for National Statistics in the UK (or where such index or authority no longer exists, the replacement or successor for such authority or index);

Site Visit Charge means the prevailing charge for an aborted visit to the Merchant Site in accordance with clause 7.5, as set out in the Other Charges List;

Software means any software provided or otherwise made available (directly or indirectly) to the Merchant by or on behalf of a Relevant Provider in connection with any Support and/or the Merchant's use of the Equipment;

Solution means the Software and/or the Support (as the case may be);

Statement Fee means the fee shown in the Other Charges List for the applicable copy of the invoice or statement which is required by the Merchant;

Support means any support (including telephone and online support), management information, reporting tools and/or services which are provided or otherwise made available (directly or indirectly) to the Merchant by or on behalf of a Relevant Provider in connection with the Contract or the Merchant's use of the Equipment

KOICOMS means KOICOMS Limited, a company registered in Scotland under company registration number SC392973.

1.2 In these Conditions (unless the context otherwise requires):

1.2.1 references to the Contract or to any other document referred to in the Contract (including the Contract Form and these Conditions) shall mean the Contract or such other document as amended, varied, supplemented, modified or novated from time to time;

1.2.2 the words "including" and "include" and words of similar effect shall be deemed to have the words "without limitation" following them;

1.2.3 the words "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding or following them

1.2.4 references to a "person" shall include natural persons, firms, companies, associations, corporate or unincorporated bodies (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns;

1.2.5 words importing the singular shall include the plural and vice versa;

1.2.6 references to a numbered clause are to a clause of these Conditions so numbered;

1.2.7 references to a "party" mean KOICOMS or the Merchant (and references to the "parties" shall be construed accordingly); and

1.2.8 any reference to any legislative provision is a reference to it as it is in force from time to time (taking account of any amendment, extension or re-enactment) and includes any subordinate legislation for the time being in force made under it.

1.3 In the event of any inconsistency between the provisions of the Agreement and the provisions of these Conditions, then the former shall prevail.

1.4 The headings in these Conditions are for ease of reference only and shall not affect the construction or interpretation of the Contract.

2. Duration of Hire

2.1 KOICOMS shall hire the Equipment to the Merchant subject to the terms and conditions of the Contract. KOICOMS shall not, other than in the exercise of its rights under the Contract or applicable law, interfere with the Merchant's quiet possession of the Equipment.

2.2 The hire of the Equipment shall commence on the Delivery Date.

2.3 Unless the Contract is terminated earlier in accordance with its provisions:

2.3.1 the Merchant shall hire the Equipment for the Minimum Period; and

2.3.2 the hire of the Equipment shall continue after the expiry of the Minimum Period for each Extended Period unless and until the Merchant terminates it in accordance with clause 2.4.



2.4 The Merchant may terminate the Contract on the expiry of the Minimum Period or on the expiry of any Extended Period (as the case may be) by giving not less than two (2) months' prior written notice to KOICOMS.

2.5 For the avoidance of doubt, where any notice served by the Merchant pursuant to clause 2.4 is not served within sufficient time to give the full period of notice (as required by clause 2.4) prior to the expiry of the Minimum Period or (as the case may be) the relevant Extended Period, then such notice shall not take effect until the expiry of the subsequent Extended Period.

3. Merchant Information

3.1 The information in the Contract and obtained in accordance with clause 3.2 relating to the Merchant, together with other information obtained about the Merchant and its staff in connection with the Contract, may be used and disclosed by KOICOMS in accordance with clauses 3.3 and 13 and (where the information comprises Personal Data) the Privacy Policy.

3.2 The Merchant agrees that:

3.2.1 KOICOMS shall be entitled to obtain and use all information provided by or on behalf of the Merchant in the Application Form as though such information was also provided directly to KOICOMS as part of the Contract;

3.2.2 each Relevant Provider shall be entitled to notify KOICOMS of any breach of Cardholder Data (as defined by the Payment Card Industry Data Security Standards) which relates to the Merchant's use of the Equipment or the Solution and provide to KOICOMS all information associated with such breach; and

3.2.3 any of the foregoing information may be used and disclosed by KOICOMS for any of the purposes specified in clause 13.2 and shared with any third parties on the basis

referred to in clauses 3.3 and 13 and (where the information comprises Personal Data) the Privacy Policy, including after termination of the Contract for any reason.

3.3 Notwithstanding execution of the Agreement by KOICOMS and the entry into force of the Contract, KOICOMS may subsequently make all reasonable checks about the Merchant and any director, shareholder and/or other business owner of the Merchant including making financial checks (including checking the Merchant's credit history and searching the files of licensed credit reference agencies, who may record the search) and seeking bank and/or trade references. The Merchant shall, promptly upon request by KOICOMS, provide any written authority which is required to enable such checks to be made.

3.4 The Merchant represents and warrants to KOICOMS that all the information which the Merchant has provided to KOICOMS (in any form) in connection with the Contract (including Personal Data relating to the Merchant and/or its staff) is complete and accurate.

3.5 Without prejudice to any other provision of the Contract, the Merchant shall inform KOICOMS promptly (giving as much advance notice as is reasonably practicable, where appropriate) of any actual or proposed change in its ownership or trading name, address, telephone number or trading hours, or any closure of its business.

4. Delivery and Set-Up of the Equipment

4.1 KOICOMS shall deliver the Equipment to the Merchant Site as soon as reasonably practicable after the date of the Agreement. The Merchant shall ensure that (if necessary or if requested by KOICOMS) a duly authorised representative of the Merchant is available at the Merchant Site during normal business hours to take delivery of the Equipment. The Merchant shall not refuse to accept delivery of the Equipment for any reason. In the event that KOICOMS is unable to effect delivery because a duly authorised representative of the Merchant is not available or the Merchant refuses to accept delivery of the Equipment for any reason, the Merchant shall pay the Failed Delivery Charge on demand.

4.2 As soon as reasonably practicable after receipt of the Equipment, the Merchant shall:

4.2.1 (without prejudice to clause 5.2.11) install the Equipment in accordance with the Installation and Operating Instructions; and

4.2.2 complete all applicable requirements for PCI/DSS compliance including those advised to the Merchant by the Card Acceptance Provider. The Merchant acknowledges and agrees that it is its sole responsibility to become PCI/DSS compliant and that fees, fines or other charges may be levied by the Card Acceptance Provider in the event of failure to do so.

4.3 In the event that the Merchant does not, for any reason, install the Equipment pursuant to clause 4.2.1 within 14 days of the Delivery Date then (without prejudice to any other rights or remedies of KOICOMS) KOICOMS shall be entitled to deploy a representative of KOICOMS to install the Equipment at the Merchant Site. Where KOICOMS so deploys a representative:

4.3.1 such representative shall be entitled to access the Merchant Site without prior notice to install the Equipment;

4.3.2 the Merchant shall provide full co-operation to enable such representative to install the Equipment at the Merchant Site (including providing reasonable assistance and facilities where requested by the representative for such purposes); and

4.3.3 regardless of whether or not such representative effects installation of the Equipment, the Merchant shall pay the Installation Charge on demand.

4.4 Where KOICOMS deploys a representative pursuant to clause 4.3 as a result of the Merchant's failure to install the Equipment then the Default Visit Charge shall not be payable (but the Installation Charge shall remain payable in accordance with clause 4.3).

4.5 Installation of the Equipment by the Merchant shall constitute conclusive evidence that the Merchant has examined the Equipment and has found it to be complete and in good condition.

4.6 The Merchant shall be solely responsible for the provision of all utilities and facilities necessary to enable use of the Equipment at all relevant times.

5. Merchant's General Obligations

5.1 The Merchant shall:

5.1.1 (without prejudice to clause 5.2.11) operate the Equipment only in accordance with the Installation and Operating Instructions (and ensure that all its staff who use the Equipment do so);

5.1.2 where appropriate, use only suitable paper rolls and other consumables in the Equipment (stocks of which are available from KOICOMS on request, at such cost as shall be advised by KOICOMS);

5.1.3 permit KOICOMS or its duly authorised representatives to enter the Merchant Site (or, without prejudice to clause 5.2.2, any other premises at which the Equipment is or may be located) at all reasonable times in order to inspect the Equipment (and, where applicable, to collect it pursuant to clause 12.3) and for the purpose of verifying the Merchant's compliance with the Contract; and

5.1.4 be solely responsible for the cost of any charges incurred in using the Equipment (including the installation, rental, call and any other charges associated with the Equipment's telephone connection and any charges payable under the Card Acceptance Agreement).

5.2 The Merchant shall not without the prior written consent of KOICOMS:

5.2.1 sell or sub-let the Equipment or part with possession or control of the Equipment;

5.2.2 move the Equipment from the Merchant Site (save that the Merchant may take any applicable Mobile Equipment away from the Merchant Site on a temporary basis from time to time to the extent reasonably required for proper purposes associated with the Merchant's business and provided always that the Equipment is not taken outside of the United Kingdom);

5.2.3 permit any third party (other than relevant staff of the Merchant) to have use of the Equipment;

5.2.4 remove, deface, obstruct, alter or add to any peripheral supplied with or forming part of the Equipment and/or any proprietary notices affixed to the Equipment (including any of KOICOMS' trade marks and trade names);

5.2.5 do (or permit to be done) any act or thing which will or may jeopardise the right, title and/or interest of KOICOMS in the Equipment;

5.2.6 use the Equipment for processing any transactions other than those permitted under the terms of the Card Acceptance Agreement (and, for the avoidance of doubt, shall not use the Equipment for the processing of transactions by any card processor other than the Card Acceptance Provider and shall not use the Equipment for any unlawful purpose)

5.2.7 remove any SIM card supplied with or forming part of the Equipment (unless specifically instructed to do so by KOICOMS), or use or attempt to use any such SIM card for any purpose other than as part of the Equipment for the proper processing of card transactions as referred to in clause 5.2.6;

5.2.8 create or allow the creation of any mortgage, charge, lien or other security interest in respect of the Equipment;

5.2.9 suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process;



5.2.10 add or combine the Equipment with any other equipment or software (except if and to the extent required by the Card Acceptance Agreement); or

5.2.11 (where KOICOMS has specified that a Certificate of Integration from a Relevant Provider is necessary for use of the Equipment or the Solution in connection with the Merchant's technology and infrastructure) use the Equipment or the Solution until it has received such a Certificate of Integration.

5.3 Without prejudice to clause 5.1.1, if and to the extent that the Equipment is used by the Merchant for processing any transactions in 'offline mode', the Merchant shall be solely responsible for:

5.3.1 reconciling all such transactions on a regular basis; and

5.3.2 reconciling all such transactions prior to such Equipment being returned to or collected by KOICOMS.

5.4 Without prejudice to any other provision of the Contract, the Merchant acknowledges and agrees that KOICOMS is not responsible for (or otherwise liable in relation to) any loss or corruption of any transactions which are processed by the Equipment when used by the Merchant in 'offline mode'.

5.5 If the Card Acceptance Agreement is terminated for any reason during the term of the Contract, the Merchant shall pay the Non-Use Charge each month from the date of such termination. The Non-Use Charge shall remain payable each month until the termination of the Contract.

5.6 If the Merchant breaches any of its obligations under the Contract (including failure to pay any of the Rental Charges or the Relevant Charges on the Payment Date) then KOICOMS shall be entitled (at its option) to deploy a representative to visit the Merchant Site with a view to investigating and discussing the breach with the Merchant. Where KOICOMS so deploys a representative then, regardless of whether or not such representative meets the Merchant on such visit (and even if the relevant breach is subsequently remedied by the Merchant), the Merchant shall pay the Default Visit Charge. For the avoidance of doubt, KOICOMS shall be entitled to deploy a representative to visit the Merchant Site under this clause 5.6 on each occasion that the Merchant is in breach of the Contract (including each occasion that any payment of the Rental Charges or the Relevant Charges was not paid on the Payment Date) and the Default Visit Charge shall be payable for each such visit.

5.7 KOICOMS' rights under clause 5.6 shall be without prejudice to any other rights and remedies of KOICOMS (including its rights to terminate the Contract under clause 11.3.1), subject always to clauses 4.4 and 8.12.

6. Title, Risk and Insurance

6.1 The Equipment (including any peripherals and any SIM card supplied with or forming part of the Equipment) shall remain the sole and exclusive property of KOICOMS at all times and the Merchant shall have no right to or interest in the Equipment, except for the right to possession and use of it in accordance with and subject to the provisions of the Contract.

6.2 The risk of loss, theft, damage to or destruction of the Equipment shall pass to the Merchant on delivery of it to the Merchant. The Equipment shall remain at the sole risk of the Merchant until such time as it is redelivered to KOICOMS.

6.3 The Merchant shall keep the Equipment insured under an all-risks policy for the benefit of KOICOMS for not less than £695 for each individual item of Equipment.

6.4 In the event of a claim under the insurance to be maintained by the Merchant pursuant to clause 6.3, the full amount of the Insurance Value shall be payable to KOICOMS and any excess payable under such insurance shall be the Merchant's sole responsibility.

6.5 The Merchant shall, within seven (7) days of a request by KOICOMS, produce a certificate of insurance in respect of the insurance to be maintained by the Merchant pursuant to clause 6.3 together with evidence of payment of the applicable premiums.

6.6 If the Merchant fails to comply with its obligations under clauses 6.3 or 6.5, KOICOMS shall be entitled to effect and maintain insurance in respect of the Equipment, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Merchant.

7. Loss of or Damage to the Equipment

7.1 The Merchant shall immediately report to:

7.1.1 KOICOMS any theft, loss, damage and/or failure of the Equipment; and

7.1.2 the police and to the Merchant's insurer theft of the Equipment or any damage to the Equipment caused by third parties.

7.2 The Merchant shall not tamper with or undertake any repairs to the Equipment without the prior written consent of KOICOMS.

7.3 Without prejudice to clauses 6.3 and 6.4, the Merchant shall pay to KOICOMS on demand an amount equal to the Insurance Value in the event of any theft or loss of the Equipment.

7.4 KOICOMS shall, as soon as reasonably practicable, attempt to repair any faults in the Equipment that have been reported to KOICOMS, using remote diagnostics. In the event that the Equipment cannot be repaired using remote diagnostics then (subject to clause 7.5) KOICOMS shall replace the Equipment as soon as reasonably practicable after receipt of the faulty Equipment. The faulty Equipment shall be returned by the Merchant at the Merchant's risk and cost, except that KOICOMS shall reimburse the reasonable cost of returning the faulty Equipment where there is a breach by KOICOMS of the warranty in clause 9.1 in respect of such Equipment.

7.5 KOICOMS shall only arrange for an engineer to visit the Merchant Site to repair any faulty Equipment if KOICOMS (in its absolute discretion) deems it necessary. Such visit shall take place at times agreed by the Merchant and KOICOMS. If the Merchant does not permit access to the Equipment and/or the Merchant Site at the time agreed then the Merchant shall pay the Site Visit Charge on demand.

7.6 The Merchant shall pay to KOICOMS on demand:

7.6.1 the applicable Repair Charge where KOICOMS determines, in its absolute discretion, that the relevant repair of Equipment is necessary due to any act or omission of the Merchant; or

7.6.2 an amount equal to the Insurance Value if the relevant Equipment cannot be repaired for any reason (other than where the damage has been caused by any default of KOICOMS).

7.7 KOICOMS shall not be obliged to repair or replace the relevant Equipment unless and until the relevant amount due under clause 7.6 (where applicable) has been paid.

7.8 For the avoidance of doubt, the Merchant shall be solely responsible for any damage caused to the Equipment through use of unsuitable consumables including unsuitable paper rolls (unless supplied by or on behalf of KOICOMS).

7.9 The Merchant shall remain liable to pay all Rental Charges and all Relevant Charges in respect of any period during which the Equipment is lost or damaged (except if and to the extent any such loss or damage is caused by any default of KOICOMS).

7.10 Where KOICOMS replaces any Equipment pursuant to the provisions of the Contract:

7.10.1 the replacement equipment shall be of equal or greater specification to the Equipment but may not be new; and

7.10.2 with effect from the date of replacement, the replacement equipment shall constitute the Equipment to the extent relevant for the purposes of the Contract (and references in the Contract to the Equipment shall be construed accordingly).

8. Invoicing, Payment of Rental Charges and Payment of Relevant Charges

8.1 KOICOMS may, at its discretion, either:

8.1.1 issue an invoice for the Rental Charges on a monthly basis during the term of the Contract; or

8.1.2 at any time, issue a single annual invoice for all of the Rental Charges due to the expiry of the Minimum Period or due to the expiry of the relevant Extended Period (as the case may be).

8.2 In addition to invoices for the Rental Charges pursuant to clause 8.1, KOICOMS may also issue an invoice for the Relevant Charges (where applicable) at any time following such Relevant Charges being incurred.

8.3 Save as otherwise provided in clauses 8.4 and 12.7, the Rental Charges shall be payable with effect from the Delivery Date and shall be due in advance of each month.

8.4 Where applicable, the first payment of the Rental Charges shall include (in addition to the Rental Charges payable in advance for the following month) an amount equal to the pro-rata amount of monthly Rental Charges in respect of the period between the Delivery Date and the end of the month in which the Delivery Date occurred.

8.5 Payment of the Rental Charges and the Relevant Charges (where applicable) shall be due on the date for payment specified in the relevant invoice issued by KOICOMS, which shall be no earlier than 3 days after the date of the invoice.

8.6 Payment of the Rental Charges (including pursuant to clause 8.4 but excluding pursuant to clause 12.7) and the Relevant Charges (where applicable) shall be collected by KOICOMS on the Payment Date by direct debit in accordance with clause 8.7.

8.7 The Merchant shall maintain a Merchant Bank Account with facilities to pay to KOICOMS the Rental Charges (and the Relevant Charges where applicable) by direct debit via the Bankers Automated Clearing Services (BACS). The Merchant acknowledges and agrees that, pursuant to the BACS scheme, payment may be taken from the Merchant Bank Account at any time up to two working days after the Payment Date (or, where the Payment Date is a bank or public holiday, up to four working days after the Payment Date) all not without the prior written consent of KOICOMS (which shall not be unreasonably withheld):

8.8.1 close or change the Merchant Bank Account; or

8.8.2 cancel the direct debit for payment of the Rental Charges (or the Relevant Charges where applicable) from the Merchant Bank Account.

8.9 Without prejudice to clause 8.8, the Merchant shall give KOICOMS not less than 10 days' advance notice of any proposed closure, change or cancellation of the Merchant Bank Account.

8.10 The Merchant shall ensure that there are sufficient funds in the Merchant Bank Account to meet each correct direct debit request for the Rental Charges (and the Relevant Charges where applicable) in accordance with clause 8.7.

8.11 All payments to be made by the Merchant under the Contract shall be made without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever.

8.12 Where KOICOMS deploys a representative pursuant to clause 5.6 as a result of the Merchant's failure to pay any of the Rental Charges or Relevant Charges on the Payment Date then the Non-Payment Charge shall not be payable (but the Default Visit Charge shall remain payable in accordance with clause 5.6). For the avoidance of doubt, the Non-Payment Charge shall be payable under clause 8.13.1 on each occasion that the Merchant fails to pay any of the Rental Charges or Relevant Charges on the Payment Date but where KOICOMS does not deploy a representative pursuant to clause 5.6.

8.13 If the Merchant fails to pay any of the Rental Charges or the Relevant Charges on the Payment Date then (without prejudice to KOICOMS' other rights and remedies, including its rights to deploy a representative under clause 5.6 and to terminate the Contract under clause 11.3.1) the Merchant shall:

8.13.1 subject to clause 8.12, pay the Non-Payment Charge (for each occurrence of non-payment of any of the Rental Charges and Relevant Charges);

8.13.2 pay the Direct Debit Resubmission Charge (for each occurrence that a direct debit is unsuccessful and is resubmitted for payment);

8.13.3 pay interest on all unpaid sums at a rate of 4% per annum above the base rate prevailing at the relevant time at the Bank of England (payable daily) until the sums are paid, whether before or after any judgment; and

8.13.4 pay all fees, costs, charges and/or legal costs properly incurred (or to be incurred) by KOICOMS as a result of or in connection with such non-payment.

8.14 The Rental Charges and the Relevant Charges may be increased as follows:

8.14.1 on the expiry of the Minimum Period, the Rental Charges and the Relevant Charges may be increased by a percentage amount equal to the percentage increase of the RPI as published on such expiry measured in respect of the duration of the Minimum Period; and



8.14.2 on each subsequent anniversary of the expiry of the Minimum Period, the Rental Charges and the Relevant Charges (as previously increased pursuant to clause 8.14.1) may

be increased by a percentage amount equal to the percentage increase of the RPI as published on such anniversary measured in respect of the previous 12 month period.

8.15 Should the Merchant require any paper copies of invoices or statements which have previously been provided by KOICOMS in connection with the Contract, the Merchant must contact KOICOMS and such copies will be issued following payment (by debit or credit card) of the relevant Statement Fee.

9.Warranties

9.1 KOICOMS warrants that the Equipment shall be of satisfactory quality and fit for any purpose held out by KOICOMS.

9.2 As the Equipment is not manufactured or produced by KOICOMS, KOICOMS does not give any warranties beyond those contained in clause 9.1. In particular, but without prejudice to the foregoing, KOICOMS does not warrant that the Equipment:

9.2.1 will be error-free or be free of defects;

9.2.2 will achieve any particular performance criteria; or

9.2.3 will be suitable for the Merchant's use or purposes or, in relation to any Mobile Equipment, that it will receive sufficient signal or achieve any connectivity at the Merchant Site or elsewhere to enable it to work without interference (or at all), and it is the Merchant's sole responsibility to ensure that the Equipment is suitable for its use and suitable for the purposes of (including any standards required under) the Card Acceptance Agreement.

10.Liabilities

10.1 Subject to clauses 10.2 and 10.3, KOICOMS' maximum aggregate liability arising under or in connection with the Contract (including any liability for breach of the Contract and any liability for the acts or omissions of its employees, agents or subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall be limited to:

10.1.1 £250,000 (two hundred and fifty thousand pounds sterling) for loss of or damage to physical property; and

10.1.2 in all other cases, the value of all Rental Charges paid by the Merchant to KOICOMS under the Contract (or, where an event giving rise to any such liability occurs prior to the expiry of the Minimum Period, the value of all Rental Charges paid and payable by the Merchant to KOICOMS under the Contract in respect of the Minimum Period).

10.2 Subject to clause 10.3, KOICOMS shall not be liable to the Merchant under or in connection with the Contract for any:

10.2.1 special, indirect or consequential loss;

10.2.2 loss of profit;

10.2.3 loss of use (including loss of use of the Equipment or interruptions in any service);

10.2.4 loss of business or revenue;



10.2.5 loss of (or depletion of) goodwill; or

10.2.6 any increased costs or expenses,

in each case, however caused (even if foreseeable).

10.3 Nothing in the Contract excludes or limits KOICOMS' liability for:

10.3.1 death or personal injury caused by negligence

10.3.2 fraud (including deception, dishonesty and fraudulent misrepresentation);

10.3.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or

10.3.4 any liability if and to the extent that it cannot be excluded or limited by applicable law.

11. Termination

11.1 Where the Merchant is not a Relevant Business, the Merchant shall be entitled to terminate the Contract on or at any time after the expiry of 18 months from the date of the Agreement on giving not less than one month's notice to KOICOMS, subject always to clause 12.7.

11.2 KOICOMS shall be entitled to terminate the Contract at any time without cause by giving the Merchant not less than 30 days' notice.

11.3 KOICOMS shall be entitled to terminate the Contract immediately on giving notice to the Merchant if:

11.3.1 the Merchant is in material breach of the Contract and, if capable of remedy, does not cure such breach within 7 days of receiving notice of such breach;

11.3.2 the Merchant is or becomes bankrupt or insolvent or is in serious financial difficulty;

11.3.3 the Merchant ceases to trade or has an administrator, receiver or similar appointed over the whole or any part of its assets;

11.3.4 the Merchant fails to pay any money due under the Contract on the due date for payment;

11.3.5 the Merchant, or any person engaged in the Merchant's business, has been convicted of a criminal offence and/or a judgment in a civil action involving dishonesty;

11.3.6 the Merchant engages in any activity which, in the absolute discretion of KOICOMS, adversely affects (or is likely to adversely affect) the reputation of KOICOMS;

11.3.7 any judgment debt or enforcement proceedings are issued against the Merchant by any person; or

11.3.8 there is a change in ownership/control of the Merchant and/or the Merchant Site.

11.4 Without prejudice to clause 16.14 or any other provision of the Contract, if the Merchant wishes to effect any change to its legal entity or basis of trading (such as a change from a sole trader to a partnership or a limited company) then it may contact KOICOMS to request termination of the Contract prior to end of the Minimum Period or the relevant Extended Period (as the case may be) in order for the relevant new entity to enter into a new contract with KOICOMS which shall replace the Contract. If KOICOMS agrees to such termination then the Merchant shall be liable to pay the Change of Legal Entity Charge on demand.

12. Consequences of Termination

12.1 Termination of the Contract (for any reason) shall be without prejudice to any other rights or remedies which KOICOMS and the Merchant may be entitled to under the Contract or at law and shall not affect any rights or liabilities of KOICOMS or the Merchant which have accrued as at the date of termination.

12.2 Without prejudice to clause 12.1, all applicable Rental Charges and all applicable Relevant Charges as at the date of termination of the Contract (for any reason) shall remain due and payable notwithstanding such termination.

12.3 On termination of the Contract (for any reason):

12.3.1 the Merchant shall no longer be entitled to possession or use of the Equipment; and

12.3.2 the Merchant shall immediately stop using the Equipment and shall return it to KOICOMS in accordance with clause 12.4.

12.4 The Merchant shall, at its own cost, return the Equipment to KOICOMS within ten (10) days of the date of termination of the Contract (regardless of the reason for such termination). The Merchant shall, if requested by KOICOMS, promptly provide KOICOMS with proof (to KOICOMS' reasonable satisfaction) that the Equipment was so returned.

12.5 If the Merchant does not return the Equipment in accordance with clause 12.4 then KOICOMS shall be entitled to access the Merchant Site (or any other premises at which the Equipment is or may be located) without notice to collect the Equipment and the Merchant shall pay the Collection Charge on demand.

12.6 If the Equipment returned by the Merchant (pursuant to clause 12.4) or collected by KOICOMS (pursuant to clause 12.5) is not in complete working order and in good condition (allowing for fair wear and tear) then the Merchant shall pay the applicable Repair Charge.

12.7 If the Contract is terminated for any reason (other than termination by KOICOMS pursuant to clause 11.2) before the end of the Minimum Period or the relevant Extended Period (as the case may be) then:

12.7.1 the Merchant shall (without prejudice to clauses 12.1 and 12.2) remain liable to pay an amount equal to all Rental Charges payable for the remainder of the Minimum Period or such Extended Period (as applicable); and

12.7.2 the Card Acceptance Agreement shall be deemed to have been terminated with effect from the date of termination of the Contract and the Merchant shall (without prejudice to clauses 12.1 and 12.2) be liable to pay an amount equal to the aggregate amount of the Non-Use Charges per month for the remainder of the Minimum Period or such Extended Period (as applicable); and

12.7.3 the Merchant shall pay the Early Termination Administration Charge relating to KOICOMS' processing of such termination.

12.8 Where applicable, the Early Termination Amounts may be invoiced by KOICOMS at any time after termination of the Contract and shall be payable within 7 days of the date of KOICOMS' invoice.

12.9 The provisions of the Contract which expressly or by implication have effect after termination of the Contract shall continue to be enforceable notwithstanding such termination (for any reason).

13.Data Protection

13.1 This clause 13 applies to any Personal Data which KOICOMS obtains about the Merchant and/ or any of its staff in their capacity as a data subject (as such term is defined by the Data Laws).

For the avoidance of doubt, this clause 13 applies to any Personal Data which is obtained by KOICOMS pursuant to clause 3.1 or from any third parties from time to time.

13.2 The Merchant acknowledges and agrees that (where applicable) Personal Data of the Merchant (and Personal Data of the Merchant's staff which is provided by the Merchant to KOICOMS) may be processed by KOICOMS (and its agents) for various purposes relating to the administration and performance of the Contract and as otherwise set out in the Privacy Policy.

13.3 Where the Merchant provides Personal Data about the Merchant's staff in connection with the administration or performance of the Contract, the Merchant warrants and represents that it has the consent of all such staff:

13.3.1 to pass their Personal Data to KOICOMS;

13.3.2 for KOICOMS to use and disclose their Personal Data for any of the purposes set out in the Privacy Policy; and

13.3.3 (where applicable) for KOICOMS to make any financial and other checks as referred to in clause 3.3.

13.4 The Merchant and any applicable members of its staff have various rights relating to the Personal Data which is processed by KOICOMS. Details of such rights and how to exercise them are set out in the Privacy Policy.

14.Intellectual Property Rights

14.1 All Intellectual Property Rights provided or made available to the Merchant in connection with the Contract shall remain with KOICOMS (or, where applicable the third-party owner of such Intellectual Property Rights) and shall not be transferred to the Merchant in any way. The Merchant shall only use KOICOMS' trade marks and/or trade names with the prior written consent of KOICOMS and provided that they are only used in accordance with KOICOMS' guidelines prevailing at the relevant time and any applicable terms of the Contract.

14.2 Without prejudice to clause 14.1, the Merchant acknowledges and agrees that:

14.2.1 the Contract does not convey or transfer any ownership or proprietary interest in any Intellectual Property Rights in the Equipment or the Solution to the Merchant;

14.2.2 the Merchant's licence to use the Software is non-exclusive and revocable and is strictly limited to a licence to use the Software in the format in which it is provided;

14.2.3 the Software cannot be used by the Merchant on behalf of any third parties and the Merchant shall not grant (or purport to grant) to any third parties any licence to use the Software;

14.2.4 it shall notify KOICOMS on becoming aware of any claim by any third party that any part of the Equipment or the Solution infringes any Intellectual Property Rights of any third party.

14.3 The Merchant shall not:

14.3.1 translate, adapt, vary, modify, disassemble, decompile or reverse-engineer all or any part of the Equipment or the Solution or create derivative works of the same for any purpose;

14.3.2 tamper, obscure or deface any markings or logos which appear on any part of the Equipment or the Solution; or

14.3.3 cause or permit anything to happen which may damage or endanger the Intellectual Property Rights of a Relevant Provider.

15. Notices

15.1 All notices and consents to be given by KOICOMS under the Contract shall be given in writing and may be delivered personally or sent by post, SMS, facsimile or email using the contact details set out on the Agreement and/or the Contract Form or otherwise notified to or obtained by KOICOMS during the term of the Contract, or (where the functionality of the Equipment, or any other equipment provided to the Merchant by KOICOMS under any other contract, permits) sent to the Merchant by way of terminal message notification.

15.2 All notices and consents to be given by the Merchant under the Contract shall be given in writing and sent by post to KOICOMS at 1st Floor, 160 Hope Street, Glasgow, G2 2TJ, Scotland marked for the attention of Customer Services (or to such other address and/or marked for such other person as may be notified by KOICOMS from time to time).

15.3 Correctly addressed notices and consents in accordance with the foregoing provisions of this clause 15 shall be deemed to have been delivered as follows:

15.3.1 if sent by post, two days after posting; and

15.3.2 if delivered personally or sent by facsimile, SMS, email or terminal message notification, at the time of delivery or sending.

15.4 For the avoidance of doubt but without prejudice to the generality of clause 15.1, KOICOMS shall be entitled to send to the Merchant by SMS or email, using the contact details set out on the Agreement and/or the Contract Form or otherwise notified to or obtained by KOICOMS during the term of the Contract, or (where the functionality of the Equipment, or any other equipment provided to the Merchant by KOICOMS under any other contract, permits) to send to the Merchant by way of terminal message notification:

15.4.1 copies of any invoices and statements relating to the Contract;

15.4.2 reminders or notices relating to any overdue amounts payable under the Contract;

15.4.3 requests or reminders relating to any information to be provided by the Merchant under the Contract;

15.4.4 notice of any changes to the Contract pursuant to clause 16.13; and

15.4.5 notices regarding any faults with the Equipment or any instructions relating to the maintenance or operation of the Equipment.

16. General matters

Value Added Tax

16.1 The Rental Charges and the Relevant Charges are exclusive of any applicable value added tax and any other applicable taxes and duties or similar charges, which shall be payable by the Merchant in addition at the prevailing rate from time to time in force.

Consumer Credit Act 1974

16.2 Subject to clause 16.3 but notwithstanding any other provisions of the Contract or any notice or document issued in connection with the Contract, where the Merchant is a Relevant Business:

16.2.1 the Contract shall not be regulated by the Consumer Credit Act 1974;

16.2.2 the Merchant shall not have any rights under that Act; and

16.2.3 (without prejudice to the generality of the foregoing) any rights or statements of protection which are expressed to apply to the Merchant in any notices or documents purported to be issued in accordance with that Act in connection with the Contract shall not in fact apply to the Merchant.

16.3 Nothing in clause 16.2 shall affect, negate or nullify any demands, statements of account or sums due, or notices of any steps which KOICOMS intends to take (including exercising its rights under, or otherwise enforcing any provisions of, the Contract) which are included in any notice or document issued by KOICOMS in connection with the Contract.

Force Majeure

16.4 Save in respect of payment of the Rental Charges and Relevant Charges, each party shall be relieved of its obligations to perform any obligation in the Contract to the extent and for the duration that it is prevented from doing so due to causes beyond the affected party's reasonable control including fire, flood, failure of utility or telecommunications supplies, failure of banking services, extreme weather conditions, disaster, emergency or where the law delays or prohibits the relevant obligation.

Relationship of the parties

16.5 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of the other, nor authorise either party to make or enter into any commitments for or on behalf of the other.

Subcontracting and assignment

16.6 KOICOMS shall be entitled to transfer and/or subcontract its rights and/or obligations under the Contract. The Contract is personal to the Merchant and the Merchant shall not be entitled to transfer or subcontract the whole or any part of the Contract to any other person.

16.7 KOICOMS may from time to time appoint a payment collections agent which shall be entitled to collect from the Merchant (including by way of debiting the Merchant Bank Account) any sums due to KOICOMS pursuant to the Contract.

Card Acceptance Agreements



16.8 KOICOMS is officially licensed by MasterCard and Visa International as an independent Sales Organisation and Member Service Provider and works in association with the Card Acceptance Provider which undertakes the processing of card transactions. The Merchant acknowledges and agrees that KOICOMS is remunerated by the Card Acceptance Provider in connection with introducing the Merchant to the Card Acceptance Provider. Notwithstanding the foregoing, the Card Acceptance Agreement is a separate contract entered into between the Merchant and the Card Acceptance Provider and KOICOMS has no rights or responsibilities under the Card Acceptance Agreement.

Confidentiality

16.9 The parties agree to keep confidential and not to disclose to any person (other than other companies in its group and/or professional advisers in each case on a need to know basis) any confidential information of the other party (unless such was in the public domain other than by breach of this provision or the law requires the disclosing party to disclose such information). This clause 16.9 shall survive the expiry and/or termination of the Contract. The Merchant shall ensure that all of its staff comply with these confidentiality obligations.

Third party rights

16.10 Save as provided in clause 16.11, nothing in the Contract is intended to confer a benefit on any third party and a person who is not a party to the Contract is not entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16.11 Each Relevant Provider shall be entitled to directly enforce against the Merchant any breaches (or alleged breaches) of clauses 5.2.11, 14.2.3 and 14.3.

16.12 Notwithstanding clause 16.11, the Contract may be terminated or varied without reference to any Relevant Provider or any other person and sections 2(1) (a) to (c) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

Changes to the Contract

16.13 KOICOMS shall be entitled to change any terms of the Contract (including any charges in the Other Charges List) without reference to any other person by giving the Merchant at least 7 days' notice.

16.14 The Merchant may not change any of the terms of the Contract unless such change is agreed in writing with KOICOMS or KOICOMS otherwise notifies the Merchant of its agreement to such change.

16.15 Without prejudice to clause 16.14, in the event that KOICOMS agrees to make any Requested Change then the Merchant shall be liable to pay the Administration Charge on demand (for each occasion that any Requested Change is so agreed).

Waiver

16.16 The failure of a party to exercise or enforce any right under the Contract, or the grant by that party of any forbearance, delay or indulgence, shall not be construed as a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

Severability

16.17 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part) shall, to the extent required, be deemed not to form part of the Contract and the validity and enforceability of the other provisions of the Contract shall not be affected. Where the removal of any such provision (or part) would result in the intentions of the parties not being met with regard to the remaining provisions of the Contract, an alternative provision which is lawful and enforceable shall (where appropriate and to the extent necessary to give effect to such intentions) be deemed to be included in the Contract in its place.

16.18 Entire Agreement

The contract supersedes all prior agreements, arrangements and understandings between the parties in respect of its subject matter and constitutes the entire agreement between the parties in relation to the rental of the Equipment. Each party confirms that it is not relying on any understanding or any statement, representation, warranty or covenant of the other party (whether negligently or innocently made) except as specifically set out in the Contract. Nothing in this clause 16.18 shall operate to limit or exclude any liability of either party for fraud.

Complaints and the Financial Ombudsman Service

16.19 KOICOMS operates a complaints procedure relating to the Contract and a copy of the current complaints procedures is available free of charge on request, by contacting KOICOMS Customer Service department.

16.20 Where the Merchant is not a Relevant Business, the Merchant may be entitled to refer complaints to the Financial Ombudsman Service. Further details about the Financial Ombudsman Service can be found at: www.financial-ombudsman.org.uk or by contacting them directly on 0800 234 567 or 0300 123 9123.

Law and Jurisdiction

16.21 The Contract and any materialising from or in connection with it is governed by and shall be interpreted in accordance with Scottish Law (without prejudice to the operation of the complaints procedure and the Financial Ombudsman Service as referred to in clauses 16.19 and 16.20) each party irrevocably submits to the jurisdiction of the Scottish Courts in relation to all claims and matters arising out of or in connection with the Contract.

17. Other Charges List

17.1 KOICOMS sundry charges under the contract are as follows below:

All Prices Exclude Any Value Added Tax. VAT is to be added on top of the prices below.

Card Transactions		
Debit Cards	Visa Debit (inc. Prepaid) V Pay Visa Electron Maestro (inc. Prepaid) Mastercard Debit (inc. prepaid)	As per the contract
Credit Cards	Visa Credit Mastercard Credit	As per the contract
Business Debit Cards	Visa Business Debit cards Mastercard Business Debit cards	As per the contract
American Express Cards	American Express cards	As per the contract
Diners / Discover Cards	Diners & Discover Debit Diners & Discover Credit Diners & Discover Business & Commercial	As per the contract
Union Pay / JCB Cards	Union Pay & JCB Debit Union Pay & JCB Credit Union Pay & JCB Business & Commercial	As per the contract
Authorisation fee	An authorization fee is charged each time a business authorizes a card transaction.	As per the contract
Refund fee	An refund fee is charged each time a business refunds a card transaction.	As per the contract

Card Terminal Services		
Terminal Installation Charge	If you wish for KOICOMS engineer to install the equipment to your business.	£75/hour
Terminal Collection Charge	If you wish for KOICOMS to recover any equipment from your business.	£100 per event
Terminal Configuration Charge	If you wish for KOICOMS engineer to configure your terminal to a new location.	£50/hour
Replacement Terminal	A replacement Terminal for your business.	£895
Replacement Charging Cable	A replacement Charging cable for the card terminal.	£20
Replacement Roaming SIM	A replacement SIM card for the card terminal.	£45
Replacement Charging Base	A replacement Charging base for the card terminal.	£80
Replacement Access Point	A replacement Access Point for your business.	£50
Ethernet Cable (5 Meters)	A 5 meter ethernet cable for your card terminal.	£10
Box of 20 Till rolls (57x40)	A box of 20 till rolls specifically designed for the KOICOMS terminal.	£18
Your own logo on receipts Black & White	You have to submit the logo in the dimensions required – 12 months minimum).	£10 per month
All other terminal damage Charges	Any other damage (i.e. Broken Screen, Non responsive keypad due to damage or liquids, Non responsive screen due to liquid damage etc).	£125



Account Service Charges		
Failed Delivery Charge	Failing to receive the equipment from the logistics company.	£50
Collection Charge	If you wish for KOICOMS to collect your equipment.	£100
Non-Payment Charge	Applied to every month missed of payments as per the agreed contract.	£50
Chargeback Fee Per Case	Applied if a transaction is disputed by a cardholder and the issuing bank raises a chargeback request with KOICOMS.	As per the contract
Site Visit Charge	If you wish a site visit from a KOICOMS representative.	£75/hour
Direct Debit Resubmission Charge	If KOICOMS has to resubmit the Direct Debit after it has been cancelled by the merchant.	£10/per submission
PCI – DSS Non – Compliance Charge	Applied if your account is not compliant with PCI DSS.	£25 per month
PCI – DSS Annual Fee	Applied per account and charged once per year	£35 per year
Non-Use Charge	Applied if you have not used the terminal for a whole calendar month or cancelled the agreement.	£45 per month
Administration Charge	Applied if the business requires any changes to the merchant account.	£50 per event
Early Termination Administration Charge	Applied if the business has requested cancellation of the contract.	£95
Change of Legal Entity Charge	Applied if the business requires change of legal entity (i.e. from Sole Trader to LTD) *A new application is required.	£50
Change of Bank details Charge	Applied if the business requires change of the bank account details on the acquirer.	£50
Terminal Upgrade before minimum term has finished	Terminal upgrade to a different model than the agreed before the end of the contract.	£395
Statement Fees	Copies of statements/invoices which were issued 0-3 months prior to the date of the Merchant's request.	£5 per statement
Statement Fees	Copies of statements/invoices which were issued 4-6 months prior to the date of the Merchant's request.	£7.50 per statement
Statement Fees	copies of statements/invoices which were issued more than 6 months prior to the date of the Merchant's request.	£25.00 per statement
Account on File fee	The Account on File Fee is charged annually by KOICOMS and covers the management and maintenance of your account.	£3.99 per month