

Hire Agreement regulated by the Consumer Credit Act 1974

This is an agreement ("Hire Agreement") made between Elavon Financial Services DAC, UK Branch, 125 Old Broad Street, Fifth Floor, London, EC2N 1AR ("Owner, We, Us, Our") and the Hirer below ("Hirer, You, Your").



Hirer Information

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Legal Name	MID NUMBER		
Postal address			
City			

Key Financial Information

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Manufacturer	Model Type (the "Equipment")	Model Identifier	Monthly Payment (each)	Quantity
Payment Due Date	1st of the month (unless You pay by direct debit or You are manually invoiced)			
Total Monthly Payment ("Monthly Payment")	Monthly Payment : £		(including VAT): £	

Monthly Payments are due on the Payment Due Date each month. Where the date of this Hire Agreement is on or before the 25th of the month the first Monthly Payment is payable on the first Payment Due Date falling after the date of this Hire Agreement, otherwise the first Monthly Payment is due on the next Payment Due Date after that. Monthly Payments will continue thereafter for the Minimum Period of Hire, and thereafter while You have the Equipment in accordance with this Hire Agreement, until the hiring is brought to an end in accordance with section 11. If the Payment Due Date is not a business day then the Monthly Payment will be due on the next business day.

If You pay by direct debit Your Payment Due Date will be between the 15th and 21st of the month. If You are manually invoiced, Your Payment Due Date will be 21 days from the date of Your invoice.

This Hire Agreement supercedes any existing agreement between You and Us in relation to terminal hire. Save as to the extent that the same is hereby amended any other current agreement between You and Us shall continue in full force.

Minimum Period of Hire	6 months commencing on the date of this Hire Agreement.
Variation of Agreement	We may vary the Monthly Payments or any other charges or payments which are due under this Hire Agreement, including when there is any change to the tax or accounting rules which affects Us, so as to put Us in the same position as if the change had not taken place. We will give you not less than 7 days' written notice before any change comes into effect.

Key Information

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Our current charges if You breach this Hire Agreement are: £30 Recovery Fee (per terminal). We may also charge any additional costs incurred as a result of Your breach including costs for repossessing the Equipment and any reasonable legal costs we incur. See also sections 3, 4, 5, 8, 9, 11 and 13 for other costs which may become payable under this Hire Agreement. We may also charge interest at 4% above LIBOR on any amount You have failed to pay under this Hire Agreement.

MISSING PAYMENTS

Missing payments could have severe consequences and may make obtaining credit more difficult.

IMPORTANT: READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

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The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the owner cannot enforce this agreement against you without getting a court order.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

Your Right to Cancel

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Once you have signed this agreement you have a short time in which you can cancel it. Details of how to cancel it will be sent to you by the owner.

This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Signature(s) of Hirer(s) _____ Date(s) of signature(s) _____

Under this agreement the goods do not become your property and you must not sell them.

If You are a corporate body, limited liability partnership, or other party to which the Consumer Credit Act 1974 ("CCA") should not apply by virtue of Your business status or otherwise, then You agree that any statement in this Hire Agreement about the CCA, or any right which would otherwise be conferred by the CCA will not apply to You. This includes, without limitation, Your right to cancel this Hire Agreement, which will also only apply to You when the Hire Agreement is cancellable under the CCA.

Signature _____ Date _____ (which is the date of this Hire Agreement)

For and on behalf of Elavon Financial Services DAC, UK Branch

Important: Use of Information

Please read the section: "Privacy Notice" overleaf before You sign as by signing You are agreeing to this use and disclosure. Information held about You by credit reference agencies may be linked to records relating to any person with whom You are linked financially. Please read "Use of Associated Records" overleaf before You sign.

1. HIRE AGREEMENT

We hereby hire to You and You hire from Us the Equipment, together with any replacement parts or accessories affixed to or included, for the Minimum Period of Hire and thereafter until this Hire Agreement is terminated in accordance with clause 11.1.

2. SELECTION OF EQUIPMENT

You agree to inspect the Equipment upon delivery and to notify Us immediately in writing of any defects. If no such notification is given it shall be conclusively presumed that the Equipment is complete and in good order and condition and fit for the purpose for which it is required by You.

3. OTHER PAYMENTS

You shall pay all sums due and payable under the Hire Agreement, including any sales, use and other charges imposed on the ownership, possession, or use of the Equipment during the term of this Hire Agreement, and all taxes (except income taxes imposed on Us) with respect to the Monthly Payments. All payments under this Hire Agreement shall be made to Us at the address set forth overleaf or at any other address We subsequently give to You for purposes of making payment. Unless otherwise agreed by Us all payments shall be made by direct debit. In the event of default, payments made under the Hire Agreement may be applied to Your obligation to Us in any order We choose. Time is of the essence with respect to all payments due and all Your other obligations under the Hire Agreement.

Our rights in and to the Monthly Payments and any other amounts due under this Hire Agreement are to the extent permitted by law absolute and unconditional and are not subject to any reduction, set-off, defence, counterclaim or recoupment due or alleged to be due, to or by reason of, any past, present or future claims which You may have against Us, Manufacturer or seller of the Equipment, or against any person for any reason whatsoever.

4. SITE PREPARATION, LOCATION AND INSPECTION

4.1 At Your request, We shall arrange for the Manufacturer or Our sub-contractor to deliver, instal and commission the Equipment at Your business. You shall prepare the installation site(s) for the Equipment in conformance with the specifications provided by the Manufacturer or Us and install the Equipment in accordance with the Manufacturer's or Our instruction. If We agree to arrange installation, You shall make the site(s) available for installation on the confirmed installation date.

4.2 Equipment shall be delivered and thereafter kept at Your address set forth overleaf and Hirer shall not remove or allow to be removed therefrom without Owner's prior written consent. We reserve the right to withhold or withdraw any consent to the placement of the Equipment in the event of the locations being or becoming unsatisfactory for that purpose. Any and all costs incurred by Us as a result of any relocation shall be borne by You. Any charges hereunder shall not abate during the period the Equipment is out of service due to any such relocation. You shall permit Us access to inspect the Equipment and Your business records relating to it during normal business hours.

5. USE OF EQUIPMENT/QUIET ENJOYMENT

You shall, at Your expense, use, maintain and keep the Equipment in good operating order in the manner for which it was designed and intended, solely for Your business purpose, in accordance with manufacturer's recommendations and in compliance with all applicable laws, regulations and insurance requirements. You shall not make any alterations or additions to the Equipment without Our prior written consent. All additions, attachments, or replacements made to the Equipment, unless otherwise agreed to in writing by Us, shall become part of the Equipment. You, at Your expense, shall maintain the Equipment in good operating order and repair in accordance with the manufacturer's recommendations. Supplies required for use of the Equipment are to be provided by You at Your expense and are to meet with the Equipment Manufacturer's specifications. Provided You shall not be in default of any obligation incurred under this Hire Agreement You shall be entitled to quietly use and enjoy the Equipment subject to the terms and conditions hereof.

6. WARRANTIES, DISCLAIMER OF WARRANTIES

6.1 We warrant to You that We will perform Our obligations under this Agreement with reasonable skill and care.

6.2 You warrant and represent that: (i) You and the person signing the Hire Agreement have the power to execute and perform the Hire Agreement; (ii) Your entering into and performance of this Hire Agreement will not violate any law or regulation; (iii) this Hire Agreement constitutes a legal, valid, and binding obligation, enforceable against You in accordance with its terms; (iv) all financial or other statements furnished or made by You are true and correct in all material respects; and (v) You are in good standing in Your place of incorporation, are entitled to own property and to carry on a business in the location where the Equipment is to be located. Any person signing this Hire Agreement for You warrants that they are duly authorised and empowered to do so.

6.3 Except as provided by statute or in this Hire Agreement, We make no representations and disclaim all other warranties, express or implied, concerning the Equipment. You hereby waive any claim (including any claim based on strict or absolute liability in tort) You might have against Us for any loss, damage (including incidental or consequential damage) or expense caused by the Equipment. Provided You are not in default of the Hire Agreement, We hereby assign to You and You shall have the benefit of, any and all Manufacturer's warranties, service agreements and patent indemnities, if any, with respect to the Equipment; provided, however, that Your sole remedy for breach of any such warranty, indemnification or service agreement shall be against the Manufacturer of such Equipment and not against Us, nor shall such breach have any effect whatsoever on the rights and obligations of Us or You hereunder. You acknowledge that no other parties are Our agents nor are they authorised to waive or alter any term or condition of this Hire Agreement without Our written consent. No agreement, either written or verbal, between manufacturer and You or broker and You shall bind Us unless We specifically consent to such agreement in writing.

7. SOFTWARE LICENSE

We and Manufacturer, as the case may be, retain all ownership and copyright interest in and to all computer software, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment (collectively "Software"), and You shall have only a non-exclusive license to use the Software in Hirer's operation of the Equipment.

8. HIRER INDEMNIFICATION

You hereby agree to fully indemnify and hold Us and Our agents and employees, harmless from and against any and all liability, damage, loss and expenses (including legal fees) arising out of or resulting from (i) the purchase, sale, ownership, selection, possession, operation, condition, control, use, maintenance, delivery, liens against, collection, recovery or return of the Equipment; (ii) any breach by You of any of Your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from Our negligence or wilful misconduct; (iv) the enforcement of any provision of this Hire Agreement or recovery of any payment due hereunder by Us; (v) loss, theft or destruction of the Equipment.

9. INSURANCE

You shall at all times prior to return of the Equipment to Us carry and maintain, at Your expense, insurance covering:

- 9.1 Theft and all risks of loss or damage from any cause whatsoever for an amount not less than the replacement value of the Equipment or the unpaid amount of the Hire Agreement, whichever amount is greater, and which names Us and its assigns as loss payee; and
- 9.2 Public liability, both personal injury and property damage, covering the maintenance, use and operation of the Equipment and its use and which names Us and its assigns as an additional insured.

You agree that if You shall fail to procure, carry and maintain insurance coverage as set forth in this Hire Agreement, We shall have the right, but not the obligation, to obtain such insurance on Your behalf of and at the expense. In the event We do obtain such insurance, You agree to pay all costs thereof with the next Monthly Payment.

10. RISK OF LOSS

Upon delivery of the Equipment to You, You shall bear the entire risk of loss, damage, theft or destruction to the Equipment or any part thereof, from any and every cause whatsoever, which shall occur prior to Your return of the Equipment as set forth in this Hire Agreement and no such loss, damage, theft or destruction shall relieve You of Your obligation to pay Monthly Payments or to comply with any other obligation under this Hire Agreement. In the event of such loss, damage, theft, or destruction, You shall promptly notify Us and You shall within 30 days, at Our option either:

- 10.1 Repair or replace such Equipment to its original condition, and shall at all times continue to pay Monthly Payments as called for under this Hire Agreement; or
- 10.2 Pay Us all accrued and unpaid Monthly Payments and late charges, plus an amount equal to the value of all Monthly Payments to become due under this Hire Agreement or the fair market value of the Equipment at end of term as estimated by Us in Our sole reasonable discretion.

11. END OF HIRE AGREEMENT; TERMINATION

- 11.1 If You do not return the Equipment at the end of the Minimum Period of Hire this Hire Agreement will continue on the same terms until terminated by either party giving not less than 30 days written notice.
- 11.2 When the Hire Agreement ends for any reason, You shall return the Equipment to Us in good operating condition and repair (fair wear and tear excluded), shipped by prepaid and insured freight to a location designated by Us. If the Equipment is returned damaged, incomplete, or shows signs of excessive wear, You agree to pay the replacement cost and/or the repair and refurbishing cost (including cleaning), for an amount designated by Us and payable within ten (10) days of Our demand.
- 11.3 A terminal recovery fee ("Terminal Recovery Fee") as set out in the Section "Key Information" on the first page will become payable by You in addition.

12. EVENT OF DEFAULT

The following events shall each constitute an event of default by You under this Hire Agreement:

- 12.1 Failing to pay when due any amount required to be paid to Us under this Hire Agreement in a timely fashion or to timely perform any covenant, condition, or obligation to be performed by You under this Hire Agreement or under any other agreement with Us;
- 12.2 Selling, transferring, or disposing of the Equipment or of substantially all of Your assets or merging or reorganizing without Our prior written consent;
- 12.3 Creating, incurring, assuming or suffering to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment or this Hire Agreement or any of Our interest thereunder;
- 12.4 Becoming unable to pay debts as they become due or otherwise becoming insolvent or suffering an adverse change in its financial condition;
- 12.5 We reasonably deeming Ourselves insecure in Our expectations that You will fully perform all of Your obligations under this Hire Agreement;

13. REMEDIES OF OWNER

Upon the occurrence of an event of default by You hereunder and at any time thereafter (subject to any applicable grace provisions, including such notice and rights You may have under the CCA, where applicable), We may exercise any one or more of the following remedies, as Owner, in Our sole discretion, shall elect:

- 13.1 Declare all Monthly Payments under this Hire Agreement to be immediately due and payable; the amount to be due to be computed as hereinafter set forth;
- 13.2 Terminate this Hire Agreement, but no such termination shall be deemed to occur unless written notice to that express effect is given by Us to You;
- 13.3 Whether or not this Hire Agreement is terminated, take immediate possession of any or all of the Equipment, without notice or demand and without court order or process, and for such purpose, enter upon any premises without liability for so doing;

- 13.4 Sell, hire, lease or otherwise dispose of the Equipment, or any item thereof, at a public or private sale or hire at such time or times and upon such terms as We may determine, free and clear of any rights of Hirer;

- 13.5 Proceed by appropriate action either at law or in equity to enforce performance by Hirer of the applicable covenants of this Hire Agreement or recover damages for the breach thereof;

- 13.6 To the extent allowed by law, automatically charge any or all of Your credit or debit cards, lines of credit or bank accounts for all monies owed; and

- 13.7 Exercise any and all rights accruing to an Owner of property under any applicable law upon a default by Hirer.

We shall be entitled to recover immediately as liquidated damages, and not as a penalty, a sum equal to the aggregate of the following which You acknowledge is an agreed measure of damages and that this is not penal or unduly oppressive in nature:

- 13.8 All unpaid Monthly Payments and other amounts or other sums which are due and payable for Equipment up to the date delivered to or repossessed by Us;

- 13.9 Any expenses paid or incurred by Us in connection with the repossession, holding, repair, appraisal, transportation and subsequent sale, hire, lease or other disposition of the Equipment, including solicitor's fees and court costs; and an amount equal to: 13.9.1 the sum of all Monthly Payments which would, but for the termination of this Hire Agreement, have become payable from the date of termination to the expiry of the Minimum Period of Hire; less 13.9.2 a discount for the accelerated receipt of Monthly Payments calculated at 4% per annum on each Monthly Payment from the date of termination to the dates on which the Monthly Payment would have become payable but for termination; less 13.9.3 if We have repossessed the Equipment, an amount equal to the net proceeds of sale or, if not, it's fair market value as determined by Us;

- 13.10 No right or remedy conferred upon or reserved to Us by this Hire Agreement shall be exclusive of any other right or remedy herein or by law provided; all Our rights and remedies conferred on Owner by this Hire Agreement or by law shall be cumulative and in addition to every other right and remedy available to Us. You shall pay all costs and reasonable solicitor's fees incurred by Us in collecting any sums owed under this Hire Agreement or in obtaining possession of the Equipment.

14. SET OFF

We may at any time (without notice to You) set off and apply any or all sums due and payable by Us to You under this Agreement and/or any other agreement between Us and You against all sums due and payable by, and any liability incurred by, You to Us under this Agreement.

We may at any time set off and apply any or all sums due and payable by You to Us under any other agreement between Us and You against all sums due and payable by, and any liability incurred by, Us to You under this Agreement and/or any other agreement.

15. HIRER'S WAIVERS

To the extent permitted by applicable law, You hereby waive any and all rights and remedies conferred upon a Hirer by statute, including, without limitation, Your rights to: 15.1 repudiate this Hire Agreement; 15.2 reject the Equipment; 15.3 revoke acceptance of the Equipment; 15.4 recover damages from Us; 15.5 a security interest in the Equipment in Your possession or control for any reason; 15.6 deduct all or any part of claimed damages resulting from Our default, if any, under this Hire Agreement; 15.7 recover damages from Us for any breaches of warranty or for any other reason; 15.8 accept partial delivery of the Equipment; 15.9 recover any general, special, incidental or consequential damages for any reason whatsoever; and 15.10 specific performance, sequestration, claim or delivery of the like for the Equipment.

16. ASSIGNMENT BY OWNER

We may assign or transfer the Hire Agreement or Our interest in the Equipment on written notice to You. You agree that You will not assert against any assignee of Owner any defence, counterclaim or offset that You may have against Us. You acknowledge that any assignment or transfer by Us shall not materially change Your duties or obligations under this Hire Agreement nor materially increase the burdens or risk imposed on You. You agree that We may assign or transfer this Hire Agreement or Our interest in the Equipment even if said assignment or transfer could be deemed to materially affect Your interests. You agree to enter into any documents as We may require in order to evidence such assignment, novation or other transfer. In case of such assignment or transfer, We may disclose and transmit to any such assignee all information about You and the Hire Agreement relevant for or required by the assignee in connection with such assignment or transfer.

17. NO HIRER ASSIGNMENT OR SUB-HIRE AGREEMENT

You cannot assign, transfer, novate, assign, mortgage or in any way dispose of all or any part of Your rights or or obligations under this Hire Agreement, whether directly or by operation of law; or enter into any sub-hire agreement of all or any part of the Equipment without Our prior written consent.

18. CHOICE OF LAW

This Hire Agreement shall be governed and construed with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts of England.

19. TITLE/OWNERSHIP/PERSONALITY

The Equipment is, and shall remain, the property of Owner or its assigns, who shall retain title thereto, and You shall have no right, title or interest therein or thereto except as expressly set forth in this Hire Agreement. The Equipment shall remain personal property regardless of whether affixed to real property, and You agree to execute and obtain the execution of all agreements and documents, in recordable form by all parties having an interest in real property to which the Equipment may be affixed, as We may request, to protect Our title to the Equipment. You further agree to execute and deliver any and all documentation necessary to prove Our title to the Equipment and will defend Our title, at Your expense, against all persons claiming title to the Equipment through You.

20. MISCELLANEOUS

- 20.1 All notices, consent, instructions or requests desired or required to be given under this Hire Agreement shall be in writing and shall be deemed received upon the earlier of:
- (i) actual receipt; or (ii) five (5) Business Days after being personally delivered, sent by first class post, or with a nationally recognised carrier, and addressed to the address set forth in this Hire Agreement, including any electronic address, or at such other address as such party shall from time to time designate by proper notice.
- 20.2 Neither the failure, nor the delay by Owner to exercise, in whole or in part, any right or remedy under the Agreement or in law shall operate as a waiver, release or estoppel of such right or remedy, nor shall it amend the Hire Agreement. The single or partial use of a right or remedy under the Hire Agreement or in law shall neither restrict nor prevent the further exercise of such right or remedy in the future. Any waiver requested by You shall have no legal force or effect unless specifically agreed to in writing by Us, in our sole discretion.
- 20.3 You shall promptly provide such further documents as We may reasonably require in Our normal course of business.
- 20.4 Any provision of the Agreement found to be illegal or otherwise unenforceable, shall not affect any of the enforceability of the remaining provisions of the Agreement, which will further be construed as if the illegal or unenforceable provision was not contained in the Agreement and the remaining provisions thereof shall remain in full force and effect.
- 20.5 The Hire Agreement constitutes the entire agreement and understanding between the parties, and supercedes all prior representations, understandings and agreements (whether written or oral). On entering into the Hire Agreement, neither party relies on any prior representation, statement or understanding, over and above those expressly provided for in the Hire Agreement.
- 20.6 We may in Our sole discretion accelerate the full payment of this Hire Agreement upon the death of a Hirer who is a natural person. Your heirs and estate will be held liable for any unpaid sums due to Us.

PRIVACY NOTICE

References to “We”, “Us” or “Our” are references to Elavon Financial Services DAC, incorporated in Ireland (Registered No. 418442), having its registered office address at Block F1, Cherrywood Business Park, Dublin 18, D18 W2X7 Ireland operating through its UK Branch at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR.

By “Your Information” we mean the personal and financial information We obtain from you or from third parties (such as credit reference and fraud prevention agencies, joint account holders, Your employees or officers of Your business, other organisations who introduced Us, or act on your or Our behalf) which, where you are a sole trader or partnership, may relate to you and/or your business partners and guarantors and where you are a company or limited liability partnership, may relate to your officers, shareholders, partners, owners and guarantors.

HOW DO WE USE YOUR INFORMATION?

We use Your Information for the following purposes:

Purpose:	Legal basis of processing:
Where it is necessary to use Your Information in order to provide our services to you.	Contractual necessity
To conduct anti-money laundering checks and fulfil our regulatory obligations in connection with the services.	Legal obligation
To comply with legal requirements and Card Scheme Rules (as such term is defined in the TOS)	Legal obligation, contractual necessity and legitimate interests
To carry out credit checks and other enquiries to help us make decisions about whether to enter into a contract with you and to evaluate our ongoing relationship with you	Legitimate interests
For the prevention, investigation and detection of crime and fraud	Legitimate interests
To analyse and improve the running of our business	Legitimate interests
To market and sell to you products and services offered by Elavon, its Affiliates or third parties, whether relating to Merchant Services or otherwise	Legitimate interests
For analytical purposes and we may share this aggregated information with others from time to time. This regards use of records of the transactions in combination with the records of our customers in an aggregated form	Legitimate interests
For credit-scoring to assess this Application and to verify your identity and that of the Other Individuals	Contractual necessity

Elavon Financial Services DAC.

Registered in Ireland with Companies Registration Office. The liability of the member is limited. United Kingdom branch registered in England and Wales under the number BR022122.

Elavon Financial Services DAC, trading as Elavon Merchant Services, is a credit institution authorised and regulated by the Central Bank of Ireland. Authorised by the Prudential Regulation Authority.

Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.



Please note that where we are using Your Information and the legal basis of our processing activities is identified as 'legitimate interests' you have a right to object to our use of Your Information. Please refer to Your rights section for further details.

HOW DO WE SHARE YOUR INFORMATION?

We may at any time give Your Information to:

- Any organisation who introduced Us or who acts on Your behalf to allow them to provide services to you and/or to allow them to conduct, monitor and analyse their business;
- Service providers, advisors and agents providing services to Us (including our group companies and Affiliates);
- Card Schemes covered by the TOS;
- VMAS™ and MATCH™ in order to report Customer's business name and the name of Customer's principals to the VMAS™ and MATCH™ listings pursuant to the Card Scheme Rules.
- Anyone who has a legal right to require disclosure of your information or to whom we are permitted by law to disclose your information (this may include third parties such as bailiffs, receivers, the police and the courts);
- Regulatory bodies where required for regulatory purposes;
- Credit reference agencies and fraud prevention agencies (for more information on these disclosures please see below);
- Our professional advisors in order to obtain advice in relation to our relationship with you;
- Any person to whom we assign or sub-contract any of the rights or obligations under our agreement with you;
- Third party investors or potential investors in Elavon or its Affiliates or otherwise in the event of the sale, disposal, merger or transfer of the business of Elavon or its Affiliates, or obtaining financing for Elavon's business, or negotiations in connection with that purpose.

In addition, We may at any time give Your Information to any organisation that requires disclosure of Your Information for regulatory purposes or as a matter of law whether or not their power is derived from an Act/Acts of Government.

You further acknowledge and agree that any information provided in connection with this form and all other relevant information, may be supplied by Us to our Affiliates for all of the purposes listed above.

OVERSEAS TRANSFERS OF YOUR INFORMATION

We may transfer Your Information to countries outside the UK and the European Economic Area where data protection laws may not be as strict as they are in the UK. If we do so we will put in place appropriate controls to ensure that Your Information is protected adequately. For more information about these controls please contact us at EUDataProtectionOffice@elavon.com.

FOR HOW LONG DO WE KEEP YOUR INFORMATION?

We will keep Your Information for as long as we have a contract with you and for as long as we need Your Information for regulatory or evidential purposes after expiry of termination of your contract.

YOUR RIGHTS

Individuals have the following rights under data protection legislation:

- a right to ask for a copy of their personal data
- a right to ask Us to delete or correct any information We hold about them that is inaccurate;
- a right to request erasure of information in certain circumstances;
- a right to data portability (this is a right to ask for Your Information in a commonly used electronic format where information has been provided by the individual and the legal basis for processing that information is consent or contractual necessity);
- a right to restrict processing and a right to object to processing activities in certain circumstances;
- a right to stop Your Information from being used for direct marketing purposes; and
- a right to lodge a complaint with the Data Protection Commissioner if You believe that Your Information has not been processed in accordance with the requirements of the data protection legislation.

Where any processing is based on consent you have a right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

If you would like to exercise any of these rights, please contact us at EUDataProtectionOffice@elavon.com.

PROVISION OF INFORMATION ABOUT OTHER PEOPLE

If you are providing personal information about other individuals in this form, you must explain to those individuals whose personal details you have disclosed ("Other Individuals"), the categories of personal information that is being disclosed and all uses and processing of their personal data as detailed in this form. This explanation must be provided to Other Individuals before you submit the form to us.

CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AND MAINTAINING OF A TERMINAL HIRE ACCOUNT. To ensure compliance with current legal and regulatory requirements aimed at preventing financial crime, money laundering and terrorist financing and to enable Us to proceed with this Hire Agreement, We are required to obtain, verify and record information that identifies each person who opens up a terminal hire account. We shall search your records and those of the Other Individuals at credit reference agencies who shall supply Us with information as well as information from the Electoral Register for the purpose of verifying your identity and that of the Other Individuals. Alternatively, We may ask you to provide physical forms of identification. Prior to our acceptance of this Hire Agreement and from time to time thereafter, we may investigate the individual and business history and background of the Customer, each such representative and any other officers, partners, proprietors and/or owners of the Customer, and obtain credit reports or other background investigation reports on each of them that We consider necessary to review the acceptance and continuation of this Hire Agreement.

Credit reporting agencies and other relevant agencies used by us will compile information to answer those credit inquiries and supply Us with such information as well as information from the Electoral Register for the purpose of verifying your identity and that of the Other Individuals. Credit reference agencies will record any credit searches on their file whether or not this Hire Agreement proceeds.

It is important that you give Us accurate details. We shall check your details and those of the Other Individuals with crime prevention agencies and if you give Us false or inaccurate information and We suspect fraud, We shall record this. We may disclose Your details and details of how you conduct your business and account to such agencies. This information may be used by other credit grantors for making decisions about you or people with whom you are financially associated. The information may also be used for prevention of financial crime and money laundering.

If upon review of the information submitted in this Hire Agreement (which may or may not include all of the checks specified above) it appears that We require further information from You, We shall request for this from You. Please note that unless and until we receive this additional information we cannot proceed with this Hire Agreement. Please note that any such checks and inquiries may occur after opening of Your terminal hire account, as they may be desirable or necessary to evaluate the continuance of this Hire Agreement.

DEFINITIONS:

Card Scheme Rules shall be understood as all applicable bylaws, rules, regulations, operating guidelines and procedures issued by any Card Scheme from time to time relating to cards, transactions, any other payment methods and any payments or processing of transaction data relating thereto, as amended, extended, consolidated or supplemented from time to time, and any current waivers or exceptions agreed with the Card Schemes.

Card Schemes: means Visa, MasterCard®, American Express Payment Services Limited, Maestro, JCB International (Europe) Limited, Diners Club International Limited (including Discover-branded Cards), UnionPay International Co., Limite or any other Card sponsorship organisation or association or scheme and their affiliates governing the issue and use of cards acceptable to Elavon, and any successor organisation or association to any of the foregoing.

Card: means any form of valid payment card or other valid payment token or device used for the purposes of obtaining credit or debiting of a designated account issued by a card issuer under a Card Scheme (including, a credit card, a cebit card, an electronic gift card or loyalty card or other stored value card, contactless card), and acceptable to Elavon (as notified to you from time to time), which may be used by a cardholder to carry out a transaction.

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking a WRITTEN notice of cancellation to Elavon Financial Services DAC, UK Branch.

If you cancel this agreement, you will be returned any money you have paid, goods given in part-exchange (or their value) and property given as security. You will not have to make any further payment.

If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request