# Application to become an American Express Merchant

## Corporate Purchasing **Solutions**

Merchant Services

www.americanexpress.co.uk/merchant

American Express Payment
Services Limited

# Section A

## Application to become an American Express Service Establishment

Please note that terms of business for additional branches will be the same as those for your Head Office

All sections/fields marked with * are mandatory and required to be completed in full.

## Trading Details*

PLEASE COMPLETE IN BLOCK CAPITALS

SE Number: *For Office Use Only* ____________ Location/Branch Number: ____________

Trading Name: ____________

Legal Name: ____________

Industry: ____________

Business URL: HTTP:// ____________

**Address of Registered Office in Country of Incorporation:**

Building Nº./Name: ____________ Street: ____________

Town/City: ____________

County: ____________ Postcode: ____________

VAT Registration Nº. GB: ____________ Country: ____________

**Trading Address:** ***(if different to Registered Address details)***

Building Nº./Name: ____________ Street: ____________

Town/City: ____________

County: ____________ Postcode: ____________

Country: ____________

**Primary Contact:**

Full Name: ____________

Title: ____________

Phone Number: ____________

Fax Number: ____________

Email Address: ____________

**Operational Contact:**

Full Name: ____________

Title: ____________

Phone Number: ____________

Fax Number: ____________

Email Address: ____________

## Settlement Details*

**Bank Name:** ____________

Sort Code: ____________

Account Number: ____________

Account Name: ____________

## Submission Information

Payment Link Online Information:* Standard ☐ Enhanced ☐ Premium ☐

**Additional Information** ***(if already accepting purchasing cards)*:**

Payment Technology Provider: ____________

TID Number(s): ____________

Visa/Mastercard N°. ____________

## Business Details*

***(Local legislation requires us to gather the following information about you and your company and its beneficial ownership. We will not be able to process your application without it)***

Nature of Business: ______________________

Business Legal Structure: Ltd. Company ☐ PLC ☐ Partnership ☐ Sole Trader ☐ Charity ☐ Council ☐ Trusts ☐ LLP ☐

Definitions: PLC (Public Limited Company) – A limited company whose shares may be offered for sale to the general public. Ltd Company – A company where the liability for shareholders is limited to the amount of their investment in the company.

PLC/Ltd. Company Registered Nº. ______________ Registered Charity Nº. ______________

Travel Agents/Tour Operators Only: ABTA Nº. ________ IATA Nº. ________ ATOL Nº. ________

**Beneficial Ownership:**

For all entities, excluding PLCs, please provide the full details below of all beneficial owner(s)/director(s)/partner(s) who hold 25% or more ownership/control of the entity or 25% or more of the capital/profits/voting rights of the partnership.For PLCs, only the full name of each beneficial owner is required.

Beneficial Owner 1: Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other ________ Date of Birth: ________

Full Name: ______________________

Home Address: House Nº./Name: ________ Street: ________

Town/City: ________ County: ________ Postcode: ________

Beneficial Owner 2: Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other ________ Date of Birth: ________

Full Name: ______________________

Home Address: House Nº./Name: ________ Street: ________

Town/City: ________ County: ________ Postcode: ________

Beneficial Owner 3: Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other ________ Date of Birth: ________

Full Name: ______________________

Home Address: House Nº./Name: ________ Street: ________

Town/City: ________ County: ________ Postcode: ________

Beneficial Owner 4: Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other ________ Date of Birth: ________

Full Name: ______________________

Home Address: House Nº./Name: ________ Street: ________

Town/City: ________ County: ________ Postcode: ________

## Authorised Signer*

Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other ________ Date of Birth: ________

Full Name: ______________________

Current Home Address: House Nº./Name: ________ Street: ________

Town/City: ________ County: ________ Postcode: ________

Job Title: ______________________

Previous Address: (If you have moved in the last 2 years) ______________________

## Just Sign Here...*

The information I have given in this Application is true and correct. I agree to the American Express Payment Services Limited terms and conditions and confirm that I have read and received a copy of these on behalf of the Service Establishment in my capacity as authorised Signer. I hereby authorise American Express Payment Services Limited and its representatives to: (a) carry out credit checks with the credit reference agencies, who may retain records of such checks, which records may be used (where permitted by applicable law) by other organisations in making credit decisions about the Service Establishment, it's legal representatives, it's Beneficial Owner(s), the Signer and members of the Signer's household and for preventing fraud or tracing debtors; (b) use various statistical methods to assist in evaluating the Service Establishment's creditworthiness in assessing the application and set up the relevant account; and (c) contact the Service Establishment's bank or building society or any referee to obtain any information required to assess this Application. I have informed the other persons named in this Application that I have disclosed their details to you and that further identification and verification checks may be carried out as described above.

***Signed:*** X ______________________ ***Date*** ________

## For American Express Use Only

Establishment Nº. ________ Industry Code: ________

Gross Service Fee: ________ Signing ID: ________ Role Type CP/CA: ________

Corporate Purchasing Code: ________ Pay Plan: ________

US Standard Industry Classification Code: ________ Account Resp. ________ PC: ________

Agreement Code: ________ Setup Type: ________ 13: ________

Signing ID: ________ Additional Notes: ________

Signing Rep: ________

Hierarchy: ________

Signing Reason: ________

Section B

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

To: The Manager Bank/Building Society

Bank address

Postcode

Name(s) of Account Holder(s)

Branch Sort Code

Bank/Building Society Account Number

Originator's Identification Number

**9 4 8 4 1 2**

FOR AMERICAN EXPRESS PAYMENT SERVICES LIMITED
OFFICIAL USE ONLY
This is not part of the instruction to your Bank or Building Society

Ref: CPS

**Instruction to your Bank or Building Society**
Please pay American Express Payment Services Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with American Express Payment Services Limited and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

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

PLEASE TEAR ALONG HERE

This guarantee should be detached and retained by the payer.

# The **Direct Debit** Guarantee

- This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change American Express Payment Services Limited will notify you five working days in advance of your account being debited or as otherwise agreed.
- If an error is made by American Express Payment Services Limited or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society.
**Please also send a copy of your letter to American Express Payment Services Limited, Corporate Purchasing Solutions, 3rd Floor, Amex House, Edward Street, Brighton, BN88 1AH.**

# Application for a VAT Direction

(Applicant to insert local VAT office details)

To: **The Comissioners of Revenue and Customs**

Postcode

**APPLICATION FOR A DIRECTION UNDER SECTION 6 (10) (a) OF THE VALUE ADDED TAX ACT 1994.**

For the purposes of this application "Corporate Purchasing Card" means a corporate purchasing or procurement card under which arrangements a card company or bank will issue to the card-holder a VAT invoice for all purchases made using the card.

I/We also request that supplies of goods and services by (full company name)

for which payment is to be effected by means of a corporate purchasing card, shall be treated as taking place on the date when the details of the transaction are transmitted to the card issuing company or bank, provided such a date is earlier than would otherwise apply.

I/We further request that on the issue of direction any existing direction which might otherwise apply to such supplies, will cease to have effect in so far as it applies to the above mentioned supplies.

Signed (normal signatory to VAT return)

Status of signatory

Address

Postcode

VAT Registration Nº. GB

Date

**Please return Section C to your local tax office.**

**TERMS AND CONDITIONS**

**1. Scope of this Agreement; Definitions and General Provisions**

**a**. This document, the accompanying Schedules A and B, and our other policies and procedures that apply to merchants who accept the Card (which we may amend from time to time) constitute your agreement to accept American Express® Cards in the United Kingdom (the *Agreement*). A separate agreement is required for acceptance of American Express Cards in respect of which Level 3 Charge Data cannot be captured. By submitting Charges to us under the Agreement, you agree to accept the Card in accordance with the terms of the Agreement at all your Establishments in the United Kingdom, and to receive payment in respect of Charges at your Establishments which have been approved by us, for all goods and services sold (except as noted below). If you do not accept the terms of the Agreement, you should not begin submitting Charges to us under the Agreement and must notify us immediately, returning all American Express materials to us. You are jointly and severally liable for the obligations of your Establishments under this Agreement.

**b**. You can request a further copy of this Agreement for free at any time during the term of the Agreement. This Agreement and all communications between us concerning this Agreement shall be in English.

**c**. Throughout the Agreement:

*Account* means your designated bank account in the United Kingdom.

*Affiliate* means any entity that controls, is controlled by, or is under common control with the relevant party, including its subsidiaries.

*American Express Card* and *Card* means any corporate purchasing card, account access device or other payment instrument, issued by American Express Company, any of its Affiliates or any authorised licensees thereof and bearing any Mark(s) of American Express Company or any of its Affiliates, in respect of which Charge Data may be captured.

*Authorisation* means an authorisation in the form of an approval code number given by us or a third party designated and approved by us.

*business day* means a day on which commercial banks are open for business in the United Kingdom.

*Cardmember* means the individual person (e.g., employee) or company (including company department) whose name appears on the Card.

*Cardmember Information* means any information about Cardmembers and Card transactions, including the names, addresses, account numbers, and Card Identification Numbers (*CIDs*).

*Charge* means a payment or purchase made on the Card. *Card Present Charge* means a Charge for which the Card is presented to you at the point of purchase. *Card Not Present Charge* means a Charge for which the Card is not presented to you at the point of purchase (e.g., Charges by mail, telephone, or the Internet).

*Charge Data* means the information listed in Schedule A, paragraph 1.a(i), sometimes referred to as *Level 3 LID (Line Item Detail)* or *Level 3 Charge Data*.

*Charge Record* means a record of a Charge that complies with our requirements (see Schedule A, paragraph 1.a(i)).

*Credit* means the amount of the Charge that you refund to Cardmembers for purchases or payments made on the Card.

*Credit Record* means a record of a Credit that complies with our requirements (see Schedule A, paragraph 3.b).

*Directive* means Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on the regulation of payment services within the European Economic Area. The Directive is implemented in the United Kingdom in the Payment Services Regulations 2009 (SI 2009/209).

*Discount* means our fee for accepting Charges. Where the Discount is expressed as a percentage, we refer to the Discount Rate.

*Disputed Charge* means a Charge about which a claim, complaint, or question has been brought.

*Establishment* means each of your and your Affiliates' locations, shops, outlets, websites, online networks, and all other points of sale using any methods for selling goods and services, including methods that you adopt in the future (sometimes also referred to as a "merchant", "SE" or "Service Establishment" in our materials).

*Establishment Number* (sometimes called the "merchant" or "SE" number in our materials) is the unique number we assign to each Establishment. If you have more than one Establishment, we may assign to each a separate Establishment Number.

*Full Recourse* (sometimes called a "chargeback" in our materials) means our right to reimbursement from you for all or part of the amount of a Charge subject to such right, e.g. a Disputed Charge.

An *Internet Electronic Delivery Transaction* occurs when goods or services are ordered online and electronically delivered online (e.g. images or software downloads).

An *Internet Order* occurs when Card payment information is taken via the worldwide web, online (e.g. via a website payment page), email, intranet, extranet, EDI or other similar network in payment for goods or services.

*local currency* means the currency of the country in which a Charge or Credit is incurred.

*Marks* mean names, logos, domain names, service marks, trademarks, trade names, taglines, or other proprietary designations.

*Merchant Acquirer* means any person that has entered into a Merchant Acquirer Agreement with you.

*Merchant Acquirer Agreement* means any arrangement between you and another Merchant Acquirer for the acceptance and/or processing of Other Payment Products.

*Other Agreement* means any agreement other than this Agreement between (i) you or any of your Affiliates and (ii) us or any of our Affiliates.

*Other Payment Products* excludes the Card and means any other charge, credit, debit, deferred debit, stored value cards or other payment cards or account access devices, and any other payment instruments or services.

*Processor* means a third party intermediary retained by you that we have approved for obtaining Authorisations from and submitting Charges and Credits to us.

*swiped transactions* are defined in Schedule A, paragraph 1.b.

*we*, *our*, and *us* means American Express Payment Services Limited, a company registered in England and Wales (registered number 484347) with its registered office at Belgrave House, 76 Buckingham Palace Road, London SW1W 9TQ.

*you* and *your* means the company, partnership or sole trader accepting the Card under this Agreement and (except in Section 1.d and the last sentence of Section 5.e below) its Affiliates conducting business in the same industry.

Other defined terms appear in italics in the body of this Agreement.

**d**. You must provide to us a list of your Affiliates conducting business in your industry that accept the Card under the Agreement, and notify us of any subsequent changes in the list. You are responsible for ensuring that all such Affiliates comply with the terms of this Agreement and you confirm that you are authorised to accept these terms on their behalf.

**e**. This Agreement covers only you. You must not obtain Authorisations, submit Charges or Credits, or receive payments on behalf of any other party.

**2. Accepting the Card**

**a.** By choosing to enter into this Agreement, you agree to accept the Card as payment for all goods and services sold at all of your Establishments. You also agree that (i) Sections 2.a to 2.d are reasonable and necessary to protect the Cardmember's choice to use the Card and the value to you of Cardmembers' custom and (ii) charge and credit cards are interchangeable.

**b.** Whenever you communicate the payment methods you accept to customers, you must indicate your acceptance of the Card and display our Marks according to our guidelines and as prominently and in the same manner as any *Other Payment Products* with the exception of your own-branded payment card or in-store credit or finance products whether issued or underwritten by you or a third party (together, your Own-Branded Payment Products).

**c.** Whenever Cardmembers present the Card or indicate that they would like to use the Card, you must demonstrate that the Card is warmly welcomed at your Establishments. Except as specifically permitted by applicable law, you must not at any time:
(i) try to dissuade Cardmembers from using the Card;
(ii) criticise or mischaracterise the Card or any of our services or programmes;
(iii) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by cheque) instead of the Card;
(iv) impose any restrictions, conditions, or disadvantages when the Card is accepted that are not imposed equally on all other credit and charge cards; or
(v) promote use of any Other Payment Products more actively than you promote use of the Card.

**d.** You must not:
(i) engage in marketing, promotional or other activities that harm our business or brand;
(ii) indicate or imply that you prefer, directly or indirectly, any Other Payment Products over the Card; or
(iii) promote any Other Payment Products more actively than you promote the Card (except for promotions of your Own-Branded Payment Products and promotions of limited duration funded by an issuer of another payment card in relation to a payment card it issues, which in both cases must comply with the remainder of this Section 2.d and with Section 2.c).

**e.** You must not accept the Card for:
(i) damages, losses, penalties, or fines of any kind;
(ii) costs or fees over the normal price of your goods or services (plus applicable taxes) or Charges that Cardmembers have not specifically approved;
(iii) overdue amounts, or amounts covering returned or stop-payment cheques;
(iv) gambling services (including online gambling), gambling chips, gambling credits or lottery tickets;
(v) adult digital content sold via Internet Electronic Delivery Transactions;
(vi) cash;
(vii) sales made by third parties or entities conducting business in industries other than yours;
(viii) amounts that do not represent bona fide sales of goods or services at your Establishments, e.g. purchases by your owners (or their family members) or employees contrived for cash flow purposes;
(ix) illegal business transactions; or
(x) other items of which we notify you. You must not use the Card to verify your customer's age.

f. You agree to inform us immediately should a point of sale terminal no longer accept or process the Card efficiently.

**3. Submitting Charges and Credits To Us**

**a.** All transactions must be conducted, and Charges and Credits made, in local currency, unless otherwise agreed to by us in writing, or unless otherwise required by local law or exchange control regulations. You must submit all Charges to us within one (1) business day of the date they are incurred, provided that you must wait to submit Charges until you have shipped the goods or provided the services to the Cardmember, after which you have one (1) day to submit such Charges, unless you have otherwise agreed with the Cardmember. All Charges must be submitted in accordance with HMRC requirements.

**b.** You must create a Credit Record and submit Credits to us within seven (7) days of determining that a Credit is due. You must not issue a Credit when there is no corresponding Charge. We will deduct the full amount of the Credit from our payment to you (or, if you have signed a direct debit mandate, debit your Account), but if we cannot, then you must pay us promptly upon receipt of our request for payment. You must submit all Charges and Credits under the Establishment Number of the Establishment where the Charge or Credit originated.

**c.** You must issue Credits to the Card account used to make the original purchase. Charges and Credits will be deemed accepted on a given business day if processed by us before our deadline for processing Charges and Credits for that day at the relevant location.

**d.** You must not give cash refunds to Cardmembers for goods or services they purchase on the Card.

**e.** You must not submit Charges where the full exact amount is not specified when the Cardmember consents to the transaction. Without prejudice to our Full Recourse rights generally, if you do so, and the Card is issued in the European Economic Area, we will have Full Recourse for the full amount of the Charge for a period of one hundred and twenty (120) days following submission, and thereafter for any disputed portion of the Charge (up to and including the full amount). If the Cardmember consents to an adjusted Charge amount, we may exercise our Full Recourse rights accordingly.

**4. Discount Rate and Other Fees**

**a.** Your initial Discount is as provided to you in writing by us. Where a Discount Rate is referred to without further explanation, that rate shall be applied to the full amount of the Charge, including applicable taxes. All fees, including any additional fees payable by you, are set out in the accompanying Schedule B. We may adjust the Discount, change any other amount we charge you under this Agreement, and charge additional fees from time to time, subject to giving notice to you in accordance with Section 13.f. We may charge you different Discounts for Charges submitted by your Establishments that are in different industries, and you must process Charges through the relevant Establishment Number provided by us for each industry. We will notify you of any different Discounts that apply to you.

**b.** If you have signed a direct debit mandate, we will debit such fees from your Account. If we are unable to do so or you have not signed a debit direct mandate, we may deduct such fees from payment we make to you, or invoice you for the fees payable, in our discretion.

**5. Payment for Charges**

**a.** We will pay for Charges in accordance with this Agreement. You will receive payment according to your payment plan in local currency for the face amount of Charges submitted from your Establishments in the United Kingdom, less:
(i) the Discount;
(ii) any other fees or amounts you owe us or our Affiliates under any agreement or arrangement;
(iii) any amounts for which we have Full Recourse; and
(iv) the full amount of any Credits you submit.
Our standard payment plan is five (5) banking days from receipt by us of all relevant Charge Data, although alternative payment plans are available. You shall not be entitled to receive payment for or on behalf of any third party.

**b.** We may charge a fee for any rejected direct debits or direct credit transfers or late payments. The level of such fee will be notified to you in accordance with Section 13.f.

**c.** We will make available to you a statement at least once a month if you have submitted any Charges or if there has been any other transactional activity under this Agreement. You agree that your statement will be available to you online by accessing our website (www.americanexpress.co.uk) via the Online Merchant Services (*OMS*) portal. Each statement will show important information, such as the settlement amount and currency, the Discount Rate, the exchange rate and the Charge amount and currency. If you require information on the Discount per Charge, we will make this available to you on request once a month.

**d.** You must notify us in writing of any error or omission in respect of your Discount or other fees or payments for Charges or Credits within ninety (90) days of the date of the statement or other reconciliation data received from us containing such claimed error or omission, or we will consider the relevant reconciliation data to be conclusively settled as complete and correct in respect of such amounts. In respect of queries in connection with Charges on Cards issued in the European Economic Area we may, in exceptional circumstances, consider a query raised up to thirteen (13) months after the date of your statement.

**e.** If we determine at any time that we have paid you in error, we may deduct such amounts from future payments due to you, debit your Account (if you have signed a direct debit mandate) or invoice you for such amounts. If you receive any payment from us not owed to you under this Agreement, you must immediately notify us (by calling our telephone service centre) and your Processor (if you have one) and return such payment to us promptly. Whether or not you notify us, we have the right to withhold future payments to you or debit your Account until we fully recover the amount. We have no obligation to pay any party other than you under this Agreement.

**f.** You must not bill or collect from any Cardmember for any purchase or payment made on the Card unless we have exercised Full Recourse for such Charge, you have fully paid us for such Charge, and you otherwise have the right to pursue the Cardmember.

**g.** The Directive and corresponding national law oblige us to confirm that a Cardmember's instruction for us to initiate payment may take effect on the date when the Cardmember must make payment for transactions appearing on the Cardmember's statement. This does not affect our obligation to pay you in accordance with your payment plan.

**6. Full Recourse**

**a.** We have Full Recourse rights in respect of any Charge:
(i) whenever a Cardmember brings a Disputed Charge, as described in Schedule A, paragraph 5, or has rights under law to withhold payments;
(ii) in case of actual or alleged fraud relating to the Charge;
(iii) if you do not comply with this Agreement (including failing to obtain Authorisation or Cardmember consent or omitting any Charge Data from Charge submissions), regardless of whether we had notice when we paid you for the Charge that you did not so comply and whether you received-Authorisation for the Charge; or
(iv) as provided elsewhere in this Agreement.

**b.** We may exercise Full Recourse by deducting, withholding, recouping from, or offsetting against our payments to you (or debiting your Account), or we may notify you of your obligation to pay us, which you must do promptly and fully. Our failure to demand or take payment does not waive our Full Recourse rights.

**7. Protective Actions**

**a.** Regardless of any contrary provision in this Agreement, we may, in our reasonable judgment, determine that it is necessary to withhold, and offset amounts from, payments we otherwise would make to you under this Agreement or require you to provide us with additional security for your or any of your Affiliates' obligations to us or any of our Affiliates under this Agreement or any Other Agreement. Such withheld payments are called a *Reserve*.

**b.** Some of the events that may cause us to establish a Reserve include:
(i) your ceasing a substantial portion of or adversely altering your operations, in which case you must notify us immediately;
(ii) your selling all or substantially all of your assets or any party acquiring 25% or more of the equity interests issued by you (other than parties currently owning 25% or more of such interests), whether through acquisition of new equity interests, previously outstanding interests, or otherwise, in which case you must notify us immediately;
(iii) your suffering a material adverse change in your business; (iv) your becoming insolvent, in which case you must notify us immediately;
(v) our receiving a disproportionate number or amount of Disputed Charges at your Establishments; or
(vi) our reasonable belief that you will not be able to perform your obligations under this Agreement, under any Other Agreement, or to Cardmembers; or
(vii) any protective action by a Merchant Acquirer, or self-executing protective action or remedy under a Merchant Acquirer Agreement, that is used, or occurs, to mitigate any significant risk of loss under a material Merchant Acquirer Agreement, in which case you must notify us immediately.

**c.** If an event leads us to believe that we need to create a Reserve, we will consider this to be a material breach, and we may:
(i) establish a Reserve;
(ii) require you to stop accepting Charges immediately upon receipt of notice from us. If you continue to accept Charges after we notify you, we will not pay you for those Charges;
(iii) take other reasonable actions to protect our rights or those of any of our Affiliates, including changing the speed or method of payment for Charges, exercising Full Recourse, or charging you fees for Disputed Charges; and/or
(iv) terminate this Agreement for material breach immediately upon notice to you.

**d**. We may increase the amount of the Reserve at any time; provided that the amount of the Reserve will not exceed an amount sufficient, in our reasonable judgment, to satisfy any financial exposure or risk to us under this Agreement (including from Charges submitted by you for goods or services not yet received by Cardmembers), or to us or our Affiliates under any Other Agreement, or to Cardmembers.

**e.** We may deduct and withhold from, and recoup and offset against, the Reserve any amounts you or any of your Affiliates owe us or any of our Affiliates under this Agreement or any Other Agreement.

**f.** You must provide to us promptly, upon request, information about your finances and operations, including your most recent certified financial statements.

**g.** In the event that the balance of amounts we owe to you against amounts you owe to us under this Agreement reflects a debit balance, we shall be entitled to:
(i) require payment in full by you immediately on receipt of notification from us of the amount of such debit balance together with late payment interest thereon;
(ii) debit your Account (if you have signed a direct debit mandate);
(iii) refer the debit balance to a third party (which may be a firm of lawyers) for collection and to charge you a file referral fee (as set out in Schedule B) and all associated costs; and/or
(iv) if we do not receive immediate full payment of the debit balance under (i) or (ii) above, or in the event of (iii) above, consider this a material breach and terminate this Agreement immediately upon notice to you.

**8. Indemnification and Limitation of Liability**

**a.** You will indemnify, defend, and hold harmless us and our Affiliates, successors, and assigns from and against all damages, liabilities, losses, costs, and expenses, including legal fees, arising or alleged to have arisen from your breach, negligent or wrongful act or omission, failure to perform under this Agreement, failure in the provision of your goods or services, or any violation by you, your employees, agents or contractors of this Agreement or any applicable laws or regulations.

**b.** In no event will either party or its Affiliates, successors, and assigns be liable to the other party for any incidental, indirect, speculative, consequential, special, punitive, or exemplary damages of any kind (whether based in contract, tort (including negligence, strict liability and fraud), statute, regulations, directives or orders) arising out of or in connection with this Agreement, even if advised of such potential damages. Neither you nor we will be responsible to the other for damages arising from delays or problems caused by telecommunications carriers or the banking system, except that our rights to create Reserves and exercise Full Recourse will not be impaired by such events.

**9. Proprietary Rights and Permitted Uses**

**a.** Without prejudice to Section 2.b, neither party has any rights in the other party's Marks, nor may one party use the other party's Marks without its prior written consent.

**b.** You agree that we, our Affiliates, our third party merchant acquirers and our licensees may list the name and address of your Establishment(s), including but not limited to your physical address, website address and/or URL if appropriate, in materials containing lists of Establishments which accept the Card which we and/or our Affiliates, our third party merchant acquirers and our licensees may publish from time to time.

**10. Confidentiality**

**a.** You must keep confidential and not disclose to any third party the terms of this Agreement and any information that you receive from us that is not publicly available relating to your relationship with us or any of our Affiliates, or your acceptance of the Card, including the Discount. Any Cardmember Information is confidential and our sole property. Except as otherwise specified, you must not disclose Cardmember Information, nor use it other than to facilitate Card transactions in accordance with this Agreement.

**b.** You are responsible for ensuring that Cardmember information remains secure in accordance with our Data Security Operating Policy (see Schedule A, paragraph 6).

**11. Term and Termination**

**a.** This Agreement begins as of the date:
(i) you first accept the Card after receipt of this Agreement or otherwise indicate your intention to be bound by this Agreement by submitting Charges to us under this Agreement; or
(ii) we approve your application to accept the Card,
whichever occurs first, and shall continue unless and until terminated by either party. You can end this Agreement by giving us one (1) month written notice. We can end this Agreement by giving you two (2) months' written notice.

**b.** If you have not submitted a Charge within any period of twelve (12) consecutive months, we may deem this an offer by you to terminate this Agreement, which we may accept by technically blocking your access to our services under this Agreement. We reserve the right to notify your point of sale terminal provider of termination of this Agreement. An offer to terminate hereunder does not preclude you from exercising any other rights of termination you may have under this Agreement.

**c.** We may terminate this Agreement for material breach immediately upon notice to you in the event that you do not honour or fulfill the conditions on which we make available at no additional charge to you and, on which you accept or use, any concessions, special or promotional terms or ancillary services (other than payment services) in relation to this Agreement.

**d.** Without prejudice to our rights of immediate termination in Section 7, this Section 11, or Section 13 or our rights of termination otherwise, if either party materially breaches its obligations and fails to remedy such breach within fourteen (14) days after written notice from the other party specifying the breach, then the party not in such breach may terminate this Agreement immediately upon notice to the other party.

**e.** If this Agreement terminates, without waiving our other rights and remedies, we may withhold from you any payments until we have fully recovered all amounts owing to us and our Affiliates. If any amounts remain unpaid, then you and your successors and permitted assigns will remain liable for such amounts and will pay us within thirty (30) days of request. You must also remove all displays of our Marks, return our materials and equipment immediately, and submit to us any Charges and Credits incurred prior to termination.

**f.** The terms of Sections 1, 6, 7, 8, 9.a, 10, 11, 12, and 13 and paragraphs 1.e, 3.e, 5 and 6 of Schedule A will survive termination of this Agreement. Our right of direct access to the Account will also survive until such time as all credits and debits relating to transactions in accordance with the Agreement have been made.

**12. Dispute Resolution**

**a.** Subject to Section 12.e below all Claims arising in connection with this Agreement, upon your or our election, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (*LCIA*), which Rules are deemed to be incorporated by reference into this clause. *Claim* means any claim (including initial claims, counterclaims, cross-claims, and third party claims), dispute, or controversy between you and us arising from or relating to this Agreement, including any question regarding its existence, validity or termination, or the relationship resulting from this Agreement, whether based in contract, tort (including negligence, strict liability and fraud), statutes, regulations, directives or orders.

**b.** It is agreed that:
(i) the tribunal shall consist of one arbitrator;
(ii) the place of the arbitration shall be London; and
(iii) the language of the arbitration shall be English.

**c.** The arbitrator will have the power and authority to grant equitable relief (e.g., injunction, specific performance) and, cumulative with all other remedies, will grant specific performance whenever possible. The arbitrator will have no power or authority to alter this Agreement or any of its separate provisions, including this section, nor to determine any matter or make any award except as provided in this section.

**d.** We will not elect to use arbitration under this section for any individual Claim that you properly file in accordance with the special procedure for handling smaller claims in a county court, so long as the Claim is pending only in that court. Injunctive relief sought to enforce the confidentiality provisions of this Agreement will not be subject to the requirements of this section.

**e**. If you have any complaints or problems in connection with this Agreement which are related to rights or obligations under the Directive and corresponding national law, please contact our Customer Relations Department at American Express Payment Services Limited, Department 66, Edward Street, Brighton, East Sussex, BN88 1AH. If you are unable to resolve your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

**f**. This Section 12 is not intended to, and does not, substitute for our ordinary business practices, policies, and procedures, including our rights to Full Recourse and to create Reserves.

**13. Miscellaneous**

**a. Your Representations and Warranties**

You represent and warrant to us that:
(i) you are duly qualified and licensed to do business in all jurisdictions in which you conduct business;
(ii) you have full authority and all necessary assets and liquidity to perform your obligations and pay your debts hereunder as they become due;
(iii) there is no circumstance threatened or pending that might have a material adverse effect on your business or your ability to perform your obligations or pay your debts hereunder;
(iv) you are authorised to enter into this Agreement on your own behalf and on behalf of your Establishments and Affiliates, including those indicated in this Agreement, and the individual who signs this Agreement or otherwise enters into it has authority to bind you and them to it;
(v) neither you (irrespective of any name changes), any entity operating your business or any owners or managers of your business have previously had a card acceptance agreement with us terminated on the basis of a breach of that agreement; (vi) you may act on behalf of all your Affiliates who submit Charges under this Agreement, including acceptance by you of payment from us for Charges incurred with your Affiliates where you instruct such payment to be made to you;
(vii) you are not listed on any sanctions targets lists;
(viii) you have not assigned to any third party any payments due to you under this Agreement;
(ix) all information that you provided in connection with this Agreement is true, accurate, and complete; and
(x) you have read this Agreement and kept a copy for your file, and provided a copy to all your Affiliates who submit Charges under this Agreement.
If any of your representations or warranties in this Agreement becomes untrue, inaccurate, or incomplete at any time, we may consider this a material breach and terminate this Agreement immediately upon notice to you.

**b. Compliance with Laws**

Each party will comply with all applicable laws, regulations, and rules.

**c. Governing Law; Jurisdiction**

This Agreement is governed by and will be construed according to the laws of England and Wales. Subject to Section 12 any action by either party will be brought in the courts of England and Wales, and each party consents to the exclusive jurisdiction of such court over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

**d. Interpretation**

In construing this Agreement, unless the context requires otherwise:
(i) the singular includes the plural and vice versa;
(ii) the term "or" is not exclusive;
(iii) the term "including" means "including, but not limited to";
(iv) the term "e.g." means "by way of example only, and without limitation";
(v) the term "day" means calendar day;
(vi) any reference to any agreement (including this Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time;
(vii) all captions, headings, and similar terms are for
reference only; and
(viii) each of you and us is a "party" to the Agreement.

**e. Assignment**

You may not assign, subcontract or transfer this Agreement without our prior written consent. We may assign or transfer this Agreement, in whole or in part, to any of our Affiliates or third party merchant acquirers, which will become enforceable in relation to you only upon written notice to you, and we may sub-contract this Agreement, in whole or in part, to any of our Affiliates or third party merchant acquirers or processors in our discretion without notice to you.

**f. Amendment**

We may change this Agreement at any time (including by amending any of its terms, adding new terms, or deleting or modifying existing terms) on two (2) months prior notice to you. You will be deemed to have accepted the changes unless you notify us in writing prior to the date on which the changes will take effect that you do not accept the changes. If you do not accept any changes to this Agreement, you can end this Agreement immediately and at no cost before the date on which the changes will take effect.

**g. Waiver; Cumulative Rights**

Either party's failure to exercise any of its rights under this Agreement, its delay in enforcing any right, or its waiver of its rights on any occasion, will not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights will constitute a waiver thereof. No waiver of any term of this Agreement will be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. Any rights and remedies of the parties are cumulative, not alternative.

**h. Savings Clause**

If any provision of this Agreement (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-provision shall apply with the minimum modification necessary to make it legal, valid and enforceable, and the validity and enforceability of other provisions of this Agreement shall not be affected.

**i. Entire Agreement**

This Agreement is the entire agreement between you and us regarding the subject matter hereof and supersedes any previous agreements, understandings, or courses of dealing regarding the subject matter hereof. If these terms and conditions amend or replace previous terms and conditions regarding the subject matter hereof, the Discount and any other fees notified or applied to you in accordance with the previous terms and conditions will continue in effect unless we have agreed with you otherwise or notified you otherwise in accordance with Section 13.f.

**j. Information**

Subject to the following sentence, this Section 13.j will apply to you if you are a sole trader or a partnership among individuals without separate legal personality; in which case we are required to disclose the information in this section to you. If you are a company, a partnership with separate legal personality or a partnership among any of the aforementioned, you acknowledge our processing of the information about the Signer of the Agreement under the terms of this section. You represent and warrant that you have informed the Signer of these terms and have obtained his or her consent to our processing of information as provided herein.
American Express will:
(i) disclose information about the Establishment and the Signer of the Agreement to companies within the American Express group of companies worldwide (which shall include other organisations who issue the Card or operate the Card Service under an agreement for the acceptance of the Card), and to our acquirers, suppliers, processors and any person required, in order to administer and service your relationship with us, to process and collect Charges at your Establishment, reconcile payments due by us to the above companies, acquirers, suppliers, processors and authorised persons or manage any benefits or programmes in which you may be enrolled as a participant in the Card Service;
(ii) use information about you and information about how the Card is used at your Establishment to develop lists for use within the American Express group of companies worldwide and other select companies in order that we or these companies may develop or make offers to you of products and services in which you may be interested by mail or telephone unless you ask us not to, and if you agree, by email or other electronic mail medium. The information used to develop these lists may be obtained from your Application, from surveys and research (which may involve contacting you by mail, email or other electronic mail medium or telephone) and/or from other external sources such as merchants or marketing organisations. If you prefer not to receive offers of relevant products and/or services, please write to us at American Express Payment Services Limited, SE Maintenance, P.O. Box 72, Amex House, Edward Street, Brighton BN88 1AH, providing your Establishment's name, its trading name and American Express Establishment Number;
(iii) disclose information concerning all Establishments that accept the Card to agents or sub-contractors of American Express or to any other person for the collection of debts and the prevention of fraud;
(iv) exchange information about the Establishment and the Signer of the Agreement with credit reference agencies which may be shared with other organisations in assessing applications from the Establishment, the Signer and members of the Signer's household for other financial/credit facilities or for preventing fraud or tracing debtors;
(v) carry out further credit checks whilst any money is owed by your Establishment to us (including contacting your Establishment's bank or building society) and disclose information about the Establishment and the Signer of the Agreement to collection agencies and lawyers for the purposes of collecting debts due to American Express;
(vi) carry out further credit checks and analyse information about the Establishment and Charges to assist in managing the Establishment's relationship with us and authorising Charges and to prevent fraud;
(vii) monitor and/or record your telephone calls to us or our calls to you, either directly or by reputable organisations selected by us, to ensure consistent servicing levels and operation and to assist, where appropriate, in dispute resolution;
(viii) undertake all of the above in respect of any of your Establishment's locations; and
(ix) undertake all of the above within and outside the United Kingdom and the European Union. This includes processing your information in the USA where data protection laws are not as comprehensive as in the European Union. American Express may also disclose your information to, or access your information in, other countries outside the European Union in which the data protection laws may not be as comprehensive as in the European Union. However, American Express has taken appropriate steps to ensure the same level of protection for your information in the USA and other countries as there is in the European Union.
We use advanced technology and well-defined employee procedures to help ensure that your information is processed promptly, accurately and completely. In order to maintain the effectiveness and security of our systems and procedures, it will be necessary from time to time to process your information for testing purposes.
If you ask, we will tell you what information we hold about you and provide it to you in accordance with applicable law. There may be a charge for this, as permitted by law. If you believe that any information we hold about you is incorrect or incomplete, you should write without delay to American Express Payment Services Limited, Corporate Purchasing Solutions, 3rd Floor, Amex House, Edward Street, Brighton BN88 1AH. Any information which is found to be incorrect or incomplete will be corrected promptly. We keep information about you only for so long as is appropriate for the above purposes or as required by law.

**k. Notices**

(i) All notices hereunder must be in writing and sent by hand delivery; or by first class mail, postage prepaid; or by expedited mail courier service; or by electronic mail (e-mail); or by facsimile transmission. Notices will be deemed received and effective upon delivery, if hand-delivered; upon sending, if sent by e-mail or facsimile transmission; or three days after mailing, if mailed.
(ii) You should send notices to us at:
American Express Payment Services Limited
Corporate Purchasing Solutions
3rd Floor,
Amex House,
Edward Street,
Brighton
BN88 1AH

We will send notice to you at the mailing address, e-mail address, or facsimile number you indicated on your application to accept the Card. You must notify us immediately of any change in your notice address. If you do not do so, and if we are unable to deliver notice to you at the notice address we have on file for you, you will be deemed to have received such notice even if returned to us.

**l. Local VAT Office Approval**

Each Establishment must complete an "Application for Direction under Section 6(10)(a) of the Value Added Tax Act 1994", which must be submitted to the Establishment's local VAT office.

**m. Software**

At your request, we may, in our sole discretion, provide you with certain software for use in connection with the service we provide under this Agreement. Any such software shall be subject to the licence agreement provided with it.
Software includes any associated documentation. Upon termination of the Agreement, you shall return or destroy the Software and all associated documentation (including copies) to us.

**n. Data**

You acknowledge and agree that in the course of providing the service to you under this Agreement, we will capture certain Charge-related data and customer information (collectively, the *Data*) and that we will be entitled to create, sublicense and distribute the Data and aggregate statistical and database compilations derived from the Data (including but not limited to demographics, site traffic, viewing and navigation patterns and transaction characteristics) at our sole discretion. All Data provided to a third party shall be subject to written agreement with such third party restricting it from disclosing any Data to other third parties.

**American Express Payment Services Limited**

**Paul Abbott**
President
Merchant Services Europe
American Express Payment Services Limited Registered Office: Belgrave House, 76 Buckingham Palace Road, London, SW1W 9TQ, United Kingdom Registered in England and Wales with Company Number 06301718.

American Express Payment Services Limited is authorised by the Financial Services Authority under the Payment Services Regulations, reference number 484347 for the provision of payment services.

**Schedule A**
**Operational and Other Procedures**

**1. Charge Records**

**a. Format**

(i) For every Charge, you must create an electronically reproducible Charge Record containing the following information (*Charge Data*):
- the full Card number and the expiry date of the Card;
- the date the Charge was incurred;
- the amount of the Charge, including applicable taxes;
- the Authorisation approval code number;
- a specific description of the goods and services purchased;
- your Establishment's name, address and Establishment Number;
- your Establishment's invoice number;
- all Value Added Tax data, including rate, amount and gross amount of Charge;
- the date of despatch; and
- all other information as required from time to time by us, by Cardmembers or applicable law.
  If the Charge is made in person, you must also retain a copy of the Cardmember's signature.

(ii) You may create multiple Charge Records for a single purchase placed on different Cards, but you must not create multiple Charge Records for a single purchase to the same Card, by dividing the purchase into more than one Charge, except where we have authorised you to do so for Charges above a certain value.

**b. Card Present Charges**

(i) The Card must be presented for all in person Charge requests.
(ii) For Card Present Charges, you must:
- create a Charge Record as described in paragraph 1.a above;
- obtain Authorisation;
- verify that the person presenting the Card is an employee of the company to whom the Card account is issued;
- obtain proof of receipt, or verify the Cardmember's authorisation of delivery address and instructions, by obtaining the Cardmember's signature on a sales or delivery document. The signature must match the signature on the Card; and
- where goods are delivered, you must obtain a receipt signed by an authorised signer verifying the delivery of the goods to such address.

(iii) You must verify that the Card has not been visibly altered or mutilated.
(iv) You must immediately tell the Cardmember if the transaction has been declined for Authorisation.
(v) All other relevant provisions in this Agreement and such other operating instructions and procedures as we may issue from time to time must be complied with.
(vi) In all cases, you will be liable for fraudulent Charges arising from a failure to comply with our Card acceptance procedures as set out in this Agreement.
(vii) If you are unable to connect to our computer authorisation system in order to obtain Authorisation, then you must telephone us (as set out in paragraph 2.e below.

**c. Card Not Present Charges**

(i) For Card Not Present Charges, you must:
- create a Charge Record as described in paragraph 1.a above, including an indicator that the transaction is Card Not Present;
- obtain the Cardmember's billing address, and the delivery address;
- obtain Authorisation;
- if the order is to be shipped or delivered more than thirty (30) days after the original Authorisation, obtain a new Authorisation approval code number before shipping or delivering the order; and
- immediately notify the Cardmember if the transaction is declined for Authorisation.

(ii) If the goods are to be collected by the Cardmember, the Card must be presented by the Cardmember upon collection and you should treat the transaction as Card Present and comply with subsection b. above
(iii) We have Full Recourse for any Card Not Present Charge that the Cardmember denies making or authorising. We will not exercise Full Recourse for such Charges based solely upon a Cardmember claim that he or she did not receive the disputed goods if you have verified with us that the address to which the goods were shipped is the Cardmember's billing address and obtained a receipt signed by an authorised signer verifying the delivery of the goods to such address.

**d. Card Not Present Charges – Internet**

(i) We will accept Charges for Internet Orders subject to the requirements of paragraph 1.c. above and the following additional requirements. You must:
- send Charge Data concerning any Internet Order via the Internet or any other electronic mail medium only to the Cardmember who made the Internet Order, your Processor, or us, in accordance with paragraph 6 below;
- submit all Charges for Internet Orders electronically; and
- use any separate Establishment Numbers that we provide you for Internet Orders in all your requests for Authorisation and submissions of Charges for Internet Orders.

(ii) We may dispense with the notice period referred to in Section 13.f of the Agreement and immediately introduce additional requirements which are necessary for reasons of security of Internet Orders and/or Cardmember Information and/or for the prevention of fraud.
(iii) We will not be liable for fraudulent transactions over the Internet and we will have the right to Full Recourse for those Charges. Additionally, if a Disputed Charge arises involving a Card Not Present Charge that is an Internet Electronic Delivery Transaction, we will exercise Full Recourse for the full amount of the Charge.
(iv) You must ensure that your website notifies the Cardmember if the transaction is declined for Authorisation.

**e. Recurring Billing Charges**

(i) If you offer Cardmembers the option to make recurring Charges automatically for a series of separate purchases or payments (*Recurring Billing Charges*), before submitting the first Recurring Billing Charge you must:
- obtain the Cardmember's consent to charge their Card for the same or different amounts at specified or different times; and
- notify the Cardmember that they are able to discontinue Recurring Billing Charges at any time.

The method you use to secure the Cardmember's consent must contain a disclosure that you may receive updated Card account information from the financial institution issuing the Cardmembers' Cards. You must retain evidence of such consent for eighteen (18) months from the date you submit the last Recurring Billing Charge.
(ii) If, in relation to a Card issued in the European Economic Area, you submit a Recurring Billing Charge for an amount which was not specified in full when the Cardmember provided consent to Recurring Billing Charges and you do not obtain the Cardmember's consent specifically in relation to the full exact amount of such Charge, we shall have Full Recourse for the Full Amount of the Charge for a period of one hundred and twenty (120) days following submission, and thereafter for any disputed portion of the Charge (up to and including the full amount). If the Cardmember consents to an adjusted Charge amount, we may exercise Full Recourse rights accordingly. Nothing in this paragraph shall prejudice our Full Recourse rights generally in relation to Recurring Billing Charges.
(iii) Before submitting to us the first Recurring Billing Charge, you must obtain the Cardmember's name as it appears on the Card, Card account number, expiry date, and billing address.
(iv) Before submitting any Recurring Billing Charge you must:
- obtain Authorisation; and
- create a Charge Record including an indicator that the transaction is Card Not Present.

(v) If this Agreement is terminated for any reason, then you shall at your own cost notify all Cardmembers for whom you have submitted Recurring Billing Charges of the date when you will no longer be accepting the Card. At our option you shall continue to accept the Card for up to ninety (90) days after any termination takes effect.
(vi) The cancellation of a Card account constitutes immediate cancellation of that Cardmember's consent for Recurring Billing Charges. We need not notify you of such cancellation, nor will we have any liability to you arising from such cancellation. You must discontinue the Recurring Billing Charges immediately if requested to do so by a Cardmember. If a Card account is cancelled, or if a Cardmember withdraws consent to Recurring Billing Charges, you are responsible for arranging another form of payment (as applicable) with the Cardmember (or former Cardmember). You will permit us to establish a hyperlink from our website to your website (including its home page, payment page or its automatic/recurring billing page) and list your customer service contact information.

**2. Authorisation**

**a.** You must obtain Authorisation for all Charges. Each Authorisation request must include the full Card account number and be for the total price of your goods or services plus applicable taxes.
**b.** Authorisation does not guarantee that we will accept the Charge without exercising Full Recourse, nor is it a guarantee that the person making the Charge is the Cardmember or that you will be paid.
**c.** If you submit a Charge to us more than thirty (30) days from the original Authorisation date, you must obtain a new Authorisation approval code number. For Charges of goods or services that are shipped or provided more than thirty (30) days after an order is placed, you must obtain Authorisation of the Charge at the time the order is placed, and again at the time you ship or provide the goods or services to the Cardmember.
**d.** When you process Card Present Charges electronically, you must transmit full Card data with your Authorisation request.
**e.** If you are unable to connect to our computer authorisation system for Authorisation, you must telephone us and follow any instructions we give you. We may either work with you to resolve any technical issues, or we may give you a voice Authorisation, at our discretion.
**f.** If you or your Processor change the way in which you send data to us for the purposes of Authorisation, you must obtain our consent before the changes are made.

**3. Submitting Charges and Credits Electronically**

**a.** You must submit Charges and Credits electronically over communication links (*Transmissions*). Transmissions must comply with the specifications that we provide from time to time, including Charge Data. We need not accept any non-compliant Transmissions or Charge Data. You must place additional, less, or reformatted information on Transmissions within thirty (30) days' written notice from us. Even if you transmit Charge Data electronically, you must still complete and retain Charge Records and Credit Records.
**b.** With our prior approval, you may retain, at your expense, a Processor which (together with any of your other Covered Parties (defined in paragraph 6 below)) you must ensure cooperates with us to enable your Card acceptance. You are responsible and liable for any problems or expenses caused by your Processor and for any fees that your Processor charges us or our Affiliates, or that we or our Affiliates incur as a result of your Processor's system for transmitting requests for Authorisations and Charge Data to us or our Affiliates. We may bill you for any fees or deduct them from our payments to you. You must notify us promptly if you change your Processor and provide us on request with all relevant information about your Processor.
**c.** Notwithstanding the foregoing, if commercially reasonable and not prohibited by any of your other agreements, you will work with us to configure your card authorisation, submission, and point of sale equipment or systems to communicate directly with our systems for Authorisations and submissions of Charge Data.
**d.** You must retain the original Charge Record or Credit Record (as applicable) and all documents and data evidencing the transaction, including evidence of the Cardmember's consent to it, or reproducible records thereof, for eighteen (18) months from the later of the date you submitted the corresponding Charge or Credit to us or the date you fully delivered the goods or services to the Cardmember. You must provide a copy of the Charge Record or Credit Record and other supporting documents and data to us within fourteen (14) days of our request.

**4. Payment Method**

If you receive payment directly from us, we will send payments for Charges from your Establishments electronically by direct credit transfer to your Account. You must provide us with your bank's name, your bank account number and sort code number.

**5. Disputed Charges**

**a.** With respect to a Disputed Charge:
(i) we have Full Recourse, prior to contacting you, if we have sufficient information to substantiate the Cardmember's claim and resolve the Disputed Charge in their favour; or
(ii) we may contact you prior to exercising Full Recourse. In either case, you will have no more than thirty (30) days after we contact you to provide to us a written response containing the information we request, including the full Card account number. We have Full Recourse, or our previous decision to exercise Full Recourse will remain in effect, for the amount of the Disputed Charge if, by the end of that thirty-day period, you have not either provided the Cardmember with a full refund, or provided us with the information requested.
**b.** If we determine, based upon the information provided by you and the Cardmember, to resolve the Disputed Charge in the Cardmember's favour, we will have Full Recourse for that Disputed Charge, or our previous exercise of Full Recourse will remain in effect. If we resolve the Disputed Charge in your favour, we will take no further action (if we have not previously exercised Full Recourse) or we will reverse our previous exercise of Full Recourse.
**c.** The foregoing does not affect procedures under any special Full Recourse programmes that apply to you and under which you do not receive inquiries or notices regarding certain types of Charges prior to our final exercise of Full Recourse.
**d.** If we receive disproportionately high numbers of Disputed Charges relative to your prior history or industry standards, notwithstanding anything to the contrary in this Agreement, we may put you on a special Full Recourse programme or charge you a fee or terminate the Agreement upon notice to you.

**6. Data Security**

**a. Standards for Protection of Information:** Except as otherwise specified, you must, and you must cause your Covered Parties, to: (i) store Cardmember Information only to facilitate Card transactions in accordance with, and as required by, this Agreement; and (ii) comply with the current version of the Payment Card Industry Data Security Standard (*PCI Standard*, which is available at **www.pcisecuritystandards.org**) no later than the effective date for implementing that version.
For the avoidance of doubt, the data elements that constitute Cardmember Information shall be treated according to their corresponding meanings as "cardholder data" and "sensitive authentication data," as such terms are used in the then-current PCI Standard. You must protect all Charge Records and Credit Records retained pursuant to this Agreement in accordance with these data security provisions; you must use these records only for purposes of this Agreement and safeguard them accordingly. Your data security procedures for the Card shall be no less protective than for Other Payment Products you accept. You are liable for your Covered Parties' compliance with these data security provisions.
*Covered Parties* means any or all of your employees, agents, representatives, subcontractors, Processors, providers of your point of sale equipment or systems or payment processing solutions, and any other party to whom you may provide Cardmember Information access in accordance with this Agreement.
**b. Data Security Operating Policy:** You further must comply with our Data Security Operating Policy, a copy of which is available at **www.americanexpress.com/datasecurity** and which we may amend from time to time. You have additional obligations under that policy based on your transaction volume, including providing to us documentation validating your compliance with the PCI Standard performed by Qualified Security Assessors or Approved Scanning Vendors (or both), as described in the policy. We have the right to assess non-validation fees in accordance with that policy for your failure to comply with those obligations. We provide details of these fees in our Data Security Operating Policy. Non-validation fees as of the date of this Agreement are set out in Schedule B.
**c. Notification of Compromise:** You must notify us immediately if you know or suspect that Cardmember Information has been accessed or used without authorisation or used other than in accordance with this Agreement. You must engage at your sole cost a third party forensic investigator to conduct a thorough audit of such data incident, or you must provide (and obtain any waivers necessary to provide) to us and our forensic investigators and auditors, on request and at your sole cost, full cooperation and access to conduct a thorough audit of such data incident. You must promptly provide to us all Card account numbers related to the data incident and audit reports of the data incident. You must work with us to rectify any issues arising from the data incident, including consulting with us about your communications to Cardmembers affected by the data incident and providing (and obtaining any waivers necessary to provide) to us all relevant information to verify your ability to prevent future data incidents in a manner consistent with this Agreement. Audits must include forensic reviews and reports on compliance, as well as any and all information related to the data incident, and they must identify the cause of the data incident and confirm whether or not you were in compliance with the PCI Standard at the time of the data incident.
**d. Indemnity Obligations:** Your indemnity obligations to us under this Agreement include, without waiving any of our other rights and remedies, liability for all fraudulent transactions related to such data incidents and all costs, fees, and expenses (including claims from third parties and all costs incurred by us or our third party licensees or Card issuers (or both) related to the notification of Cardmembers, cancellation and reissuance of Cards, fraud monitoring, reasonable legal fees and disbursements, and costs of investigation, litigation, settlement, judgment, interest, and penalties) that we or our third party licensees or Card issuers (or both) incur as a result of such data incidents *unless*:
(i) you notify us pursuant to this section;
(ii) you were in compliance at the time of the data incident with our Data Security Operating Policy; and
(iii) the data incident was not caused by your wrongful conduct or that of your employees or agents.
**e. No Representation by Us:** Except as otherwise specified in these data security provisions or our Data Security Operating Policy, your compliance with our Data Security Operating Policy shall not in any way relieve your indemnity obligations to us under this Agreement, nor relieve or decrease your liability in any way. You are responsible at your sole expense for providing any additional data security measures that you deem necessary to protect your particular data and interests. We do not in any way represent or warrant that the measures contained in these data security provisions or our Data Security Operating Policy are sufficient or adequate to protect your particular data and interests. We hereby disclaim any and all representations, warranties, and liabilities with respect to our Data Security Operating Policy, the PCI Standard, and the designation and performance of Qualified Security Assessors or Approved Scanning Vendors (or both), whether express, implied, statutory, or otherwise, including any warranty of fitness for a particular purpose.
**f. Automated Verification**: Our Automated Address Verification and CID services are methods to help you mitigate the risk of fraud, but are not guarantees that a Charge will not be subject to Full Recourse. You must participate in, and be certified under, our CID programme if you wish to use that method.

**Schedule B**
**Fees**

| Product/Service | Current Fee (Exclusive of VAT) |
|---|---|
| PaymentLink Online Standard - Monthly Fee | £20.00 per calendar month |
| PaymentLink Online Enhanced - Monthly Fee | £40.00 per calendar month |
| PaymentLink Online Enhanced – Set Up Fee | £600.00 |
| File Referral Fee | £40.00 |

This fee applies where we refer any outstanding debit balance to a third party for collection.

Non-Validation Fees

Where non-validation fees apply, we will notify you in advance of the fee and when and how it is to be paid. Depending on your transaction volume, you have reporting obligations under our Data Security Operating Policy (available at www.americanexpress.com/datasecurity) including providing Validation Documentation to us. We may assess a non-validation fee each time you fail to provide the mandatory Validation Documentation to us by the applicable deadline. We will notify you of the applicable deadline for each reporting period. We will also notify you if, based on your transaction volume, you have been identified as having obligations under our Data Security Operating Policy.

(Please note this may not be the exhaustive list)

# A guide to completing the American Express® Corporate Purchasing Solutions Merchant Application Form

## Thank you for your interest in accepting American Express Corporate Purchasing Solutions.

This guide has been put together to help you complete the application form for accepting American Express Corporate Purchasing Solutions. Please read through the guide carefully before completing the form as this will help to avoid any delays in processing your application.

**If you are completing this form by hand, please write clearly in BLOCK CAPITALS in blue or black ink.**

This guide explains:

- How to complete this form
- Why we require certain information
- Where to send each section of the completed form

The application form contains three sections:

### Section A - Application Form

This is the main application form. This information is required to set you up as an American Express Merchant and also to conduct necessary background checks.

### Section B - Direct Debit Mandate Form

We require this information to set up a Direct Debit with your bank or building society.

### Section C - Application for a VAT Direction

We require you to complete this to send to your tax office so they know you have joined the American Express Procurement Card programme.

**Section A**

## Application to become an American Express Service Establishment

Please note that terms of business for additional branches will be the same as those for your Head Office

All sections/fields marked with * are mandatory and required to be completed in full.

### Trading Details*

PLEASE COMPLETE IN BLOCK CAPITALS

SE Number: *For Office Use Only* ____ Location/Branch Number: ____

Trading Name: ____

1 Legal Name: ____

Industry: ____

Business URL: HTTP:// ____

2 **Address of Registered Office in Country of Incorporation:**

Building Nº./Name: ____ Street: ____

Town/City: ____

County: ____ Postcode: ____

VAT Registration Nº. GB: ____ Country: ____

**Trading Address:** *(if different to Registered Address details)*

Building Nº./Name: ____ Street: ____

Town/City: ____

County: ____ Postcode: ____

Country: ____

3 **Primary Contact:**

Full Name: ____

Title: ____

Phone Number: ____

Fax Number: ____

Email Address: ____

4 **Operational Contact:**

Full Name: ____

Title: ____

Phone Number: ____

Fax Number: ____

Email Address: ____

### Settlement Details*

**Bank Name:** ____

Sort Code: ____

Account Number: ____

Account Name: ____

### Submission Information

5 Payment Link Online Information:* Standard ☐ Enhanced ☐ Premium ☐

6 **Additional Information** *(if already accepting purchasing cards)*:

Payment Technology Provider: ____

TID Number(s): ____

Visa/Mastercard Nº. ____

# Completing Section A of the application form

**All sections marked with * are mandatory and required to be completed in full.**

1. **Legal Name:** Please supply the full legal name of your business, as supplied in the company registry.
2. **Address of Registered Office:** Please provide your full legal address. This is the same address that you would have completed on the **official company register**. If your establishment is registered outside the UK, please indicate the country of registration.
3. **Primary Contact:** Please state the name of the person who will be dealing with the American Express account.
4. **Operational Contact:** Please state the details of the person who will be dealing with processing transactions.
5. **Payment Link Online Information:** Please tick “Standard” unless you have previously agreed with your Supplier Sales Manager to tick “Enhanced” or “Premium”.
6. **Additional Information:** If you are already accepting other purchasing cards, please provide the details of your third party provider. If unsure, please contact your Supplier Sales Manager.

## Business Details*

***(Local legislation requires us to gather the following information about you and your company and its beneficial ownership. We will not be able to process your application without it)***

Nature of Business: ____________________

Business Legal Structure: Ltd. Company ☐ PLC ☐ Partnership ☐ Sole Trader ☐ Charity ☐ Council ☐ Trusts ☐ LLP ☐

Definitions: PLC (Public Limited Company) – A limited company whose shares may be offered for sale to the general public. Ltd Company – A company where the liability for shareholders is limited to the amount of their investment in the company.

PLC/Ltd. Company Registered Nº. ____________________ Registered Charity Nº. ____________________

Travel Agents/Tour Operators Only: ABTA Nº. ____________ IATA Nº. ____________ ATOL Nº. ____________

7 **Beneficial Ownership:**

For all entities, excluding PLCs, please provide the full details below of all beneficial owner(s)/director(s)/partner(s) who hold 25% or more ownership/ control of the entity or 25% or more of the capital/profits/voting rights of the partnership.For PLCs, only the full name of each beneficial owner is required.

Beneficial Owner 1: Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other ____________ Date of Birth: ____________

Full Name: ____________________

Home Address: House Nº./Name: ____________ Street: ____________

Town/City: ____________ County: ____________ Postcode: ____________

Beneficial Owner 2: Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other ____________ Date of Birth: ____________

Full Name: ____________________

Home Address: House Nº./Name: ____________ Street: ____________

Town/City: ____________ County: ____________ Postcode: ____________

Beneficial Owner 3: Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other ____________ Date of Birth: ____________

Full Name: ____________________

Home Address: House Nº./Name: ____________ Street: ____________

Town/City: ____________ County: ____________ Postcode: ____________

Beneficial Owner 4: Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other ____________ Date of Birth: ____________

Full Name: ____________________

Home Address: House Nº./Name: ____________ Street: ____________

Town/City: ____________ County: ____________ Postcode: ____________

## 8 Authorised Signer*

Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other ____________ Date of Birth: ____________

Full Name: ____________________

Current Home Address: House Nº./Name: ____________ Street: ____________

Town/City: ____________ County: ____________ Postcode: ____________

Job Title: ____________________

Previous Address: (If you have moved in the last 2 years) ____________________

## Just Sign Here...*

The information I have given in this Application is true and correct. I agree to the American Express Payment Services Limited terms and conditions and confirm that I have read and received a copy of these on behalf of the Service Establishment in my capacity as authorised Signer. I hereby authorise American Express Payment Services Limited and its representatives to: (a) carry out credit checks with the credit reference agencies, who may retain records of such checks, which records may be used (where permitted by applicable law) by other organisations in making credit decisions about the Service Establishment, it's legal representatives, it's Beneficial Owner(s), the Signer and members of the Signer's household and for preventing fraud or tracing debtors; (b) use various statistical methods to assist in evaluating the Service Establishment's creditworthiness in assessing the application and set up the relevant account; and (c) contact the Service Establishment's bank or building society or any referee to obtain any information required to assess this Application. I have informed the other persons named in this Application that I have disclosed their details to you and that further identification and verification checks may be carried out as described above.

***Signed:*** X ____________________ ***Date*** ____________

## For American Express Use Only

Establishment Nº. ____________ Industry Code: ____________

Gross Service Fee: ____________ Signing ID: ____________ Role Type CP/CA: ____________

Corporate Purchasing Code: ____________ Pay Plan: ____________

US Standard Industry Classification Code: ____________ Account Resp. ____________ PC: ____________

Agreement Code: ____________ Setup Type: ____________ 13: ____________

Signing ID: ____________ Additional Notes: ____________

Signing Rep: ____________

Hierarchy: ____________

Signing Reason: ____________

CAM6086_app

7 **Beneficial Ownership:** A Beneficial Owner is a person or an entity that owns or controls 25% or more of the company. We need to identify the Beneficial Owner/s in your company and we require the full name, middle name, home address and date of birth **as it appears on the registered company details.** We require this information in all cases, apart from PLCs. For PLCs, only the name of the Benefical Owner/s is necessary.

8 **Authorised signer:** This is the person who is authorised to sign on behalf of the company, as recorded in the company registry. The authorised signer must provide their full name, middle name, home address and date of birth **as it appears on the registered company details.** We will use this information to conduct customer identification checks to comply with Money Laundering regulations.

If a Beneficial Owner's or Authorised Signer's residency is abroad we will require a copy of their passport or their photo driving licence with this form. This copy must be signed by a professional like a bank official, civil servant, teacher, accountant, solicitor or police officer. Please include a phrase such as "I certify that this is a true copy of the passport/driving licence of Mr/s...". This must be signed and dated by the professional. Please note the details and document copies specified are the minimum required to start performing our checks to be compliant with UK Money Laundering regulations. Depending on how these checks progress and at the judgement of your Sales Manager, further documentation may be requested.

**Authorised Signer: Please do not forget to sign the form**

Once completed in full, please send the original copy to your Supplier Sales Manager at American Express. Please also keep a copy for your records.

Section B

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

To: The Manager Bank/Building Society

Bank address

Postcode

Name(s) of Account Holder(s)

Branch Sort Code

Bank/Building Society Account Number

Originator's Identification Number

9 4 8 4 1 2

FOR AMERICAN EXPRESS PAYMENT SERVICES LIMITED
OFFICIAL USE ONLY
This is not part of the instruction to your Bank or Building Society

Ref: CPS

**Instruction to your Bank or Building Society**
Please pay American Express Payment Services Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with American Express Payment Services Limited and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

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

PLEASE TEAR ALONG HERE

This guarantee should be detached and retained by the payer.

The **Direct Debit** Guarantee

- This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change American Express Payment Services Limited will notify you five working days in advance of your account being debited or as otherwise agreed.
- If an error is made by American Express Payment Services Limited or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society.
**Please also send a copy of your letter to American Express Payment Services Limited, Corporate Purchasing Solutions, 3rd Floor, Amex House, Edward Street, Brighton, BN88 1AH.**

## Completing Section B of the application form

We require a completed Direct Debit Mandate form so payments can be recovered easily and quickly. The payments that will be recovered are the monthly fee for the Purchasing Card acceptance tool.

Once completed in full, please send the Direct Debit Mandate to your Bank or Building Society. You are required to also send a copy to your Supplier Sales Manager at American Express. Please detach and keep the guarantee slip for your records.

Section C

# Application for a VAT Direction

(Applicant to insert local VAT office details)

1 To: **The Comissioners of Revenue and Customs**

Postcode

**APPLICATION FOR A DIRECTION UNDER SECTION 6 (10) (a) OF THE VALUE ADDED TAX ACT 1994.**

For the purposes of this application "Corporate Purchasing Card" means a corporate purchasing or procurement card under which arrangements a card company or bank will issue to the card-holder a VAT invoice for all purchases made using the card.

I/We also request that supplies of goods and services by (full company name)

for which payment is to be effected by means of a corporate purchasing card, shall be treated as taking place on the date when the details of the transaction are transmitted to the card issuing company or bank, provided such a date is earlier than would otherwise apply.

I/We further request that on the issue of direction any existing direction which might otherwise apply to such supplies, will cease to have effect in so far as it applies to the above mentioned supplies.

2 Signed (normal signatory to VAT return)

Status of signatory

Address

Postcode

VAT Registration Nº. GB

Date

**Please return Section C to your local tax office.**

## Completing Section C of the application form

1 **The commission of Revenue and Customs:** Please complete with details of your local tax office. You can find your local tax office address on the documents sent to you by the VAT office e.g. your VAT return document.

2 **Signature:** In this section, we require the details and signature of the person in your company who is responsible for taxation.

The VAT office requires these details so they are aware that you have joined the American Express Purchasing Card programme. As our programme is paperless, the VAT office will need to know that you will not produce paper invoices for purchases made on the American Express Purchasing Card. Instead VAT returns can be filled in based on the information provided by the American Express system and VAT audits will be carried out on the American Express purchasing card acceptance tool. Therefore no paper invoices are required to be produced for the VAT officer.

Once completed in full, please send this form to your local tax office. Please keep a copy for your records.

# What to do next

So that we can process your application as quickly as possible, please take a moment to check that you have fully completed all sections and that you are enclosing any required supplementary information.

### Section A - Application form

please tick

- Application form completed in full ☐
- Check the Authorised Signer has signed and dated the form in Section 8 ☐
- Check a certified copy of a photo driving licence or passport is enclosed for the Beneficial Owner and the Authorised Signer if they reside abroad ☐

**Please return the application form and a signed copy of your driving licence or passport (if applicable) to your Supplier Sales Manager at American Express. Don't forget to keep a copy for your records.**

### Section B - Direct Debit Mandate

- Direct Debit Mandate form completed in full ☐

**Please send the completed Direct Debit Mandate to your bank or building society. Don't forget to also send a copy to your Supplier Sales Manager at American Express.**

### Section C - Application for a VAT Direction

- VAT form completed in full ☐

**Once completed in full, please send this form to your local tax office. Don't forget to keep a copy for your records.**

# Contact Details

We are happy to answer any questions you may have. Please contact your Supplier Sales Manager at American Express directly. Alternatively, please contact us on the details below;

Postal address:
American Express Payment Services Limited
Corporate Purchasing Solutions
3rd Floor
Amex House
Edward Street
Brighton
BN88 1AH.

Phone: 01273 607 000 (Option1)

Fax: 01273 679 606

Email: cpceurope@aexp.com