



HSBC 
The world's local bank

For office use only

PA/Halo ID No:

Sales Person:

Ocius GPRS

Short Term Rental Order Form



The Mobile Chip & PIN Payment Terminal

Customer Details (Please complete in block capitals)

Company Name:	Contact Name:
Address:	Telephone No:
	Fax No:
	Mobile No:
Postcode:	Email Address:

Special Instructions:

Sales Information For office use only

Date Sales Received:	Date Sent to Bank:	Scan Number:
Date Admin Received:	Date Clearance Received:	Sales Sheet Updated:
Acquiring Bank:	Date Completed:	

Funds Transfer Info: Commidea Bureau Service <input type="checkbox"/>	Auth Route: x 25 <input type="checkbox"/>	Delivery Route: Modem <input type="checkbox"/>	To go to IMPS? Y/N:
New system ID Required:	Add to existing System ID:	No System ID Required:	



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TN25 4AZ

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Visit us at: www.commidea.com



Date: the date appearing on the Order Form

Parties:

- 1 COMMIDEA: Commidea Limited (registered number 2747866) whose registered office is at 1 London Road Sittingbourne Kent ME10 1NQ
2 CUSTOMER: The person or company whose details appear in the Order Form

1 Definitions

In this Licence Agreement unless the context otherwise requires:

- "Commencement of Hire" means the date on which the Terminal is delivered to or collected by the Customer or its agent
"Delivery Address" means the delivery address advised by the Customer on the Order Form
"Minimum Hire Period" 1 week, 1 month, 3 months, as specified in the order form
"Ocious Software" means card payment processing software developed and supplied by Commidea and as certified by United Kingdom banks
"Order Form" means the Commidea long term rental order form for Ocious Mobile Payment Terminals as signed by the Customer attached to and forming part of this Agreement
"Rental Fees" means the fees shown on the Order Form
"Services" means Commidea's ICP card payment processing service and any other services to be supplied by Commidea under this Agreement
"Terminal" or "Terminals" means the card payment processing terminal(s), power supply and cables supplied to the Customer by Commidea

2 Supply of Terminals

- 2.1 In consideration of the Customer paying the Rental Fees Commidea shall:
2.1.1 deliver such quantity and type of Terminals as detailed on the Order Form to the Customer at the Delivery Address
2.1.2 use all reasonable endeavours to meet any agreed delivery date which shall be provisional only and Commidea will not be responsible for any consequence of delay if the delivery date is not met
2.1.3 supply on request any consumables (eg till rolls, batteries) required for the Terminal at Commidea's then prevailing rate
2.1.4 provide the Services
2.2 The Terminals will not be dispatched unless the Customers acquiring bank have advised Commidea that the acquiring bank's systems have been configured to accept the Customers transactions.

3 Ownership of Terminals

- 3.1 The Terminals shall at all times remain the property of Commidea and the Customer shall have no rights to the Terminals other than as the Customer and the Customer shall not do or permit or cause to be done any matter or thing whereby the rights of Commidea in respect of the Terminals are or may be prejudicially affected
3.2 Except as regards loss or damage caused by the negligence of Commidea, the Terminals shall be at the Customer's risk from the time of delivery by Commidea to the Delivery Address until the time they are returned by the Customer to Commidea at 100 Eureka Park, Ashford, Kent TN25 4AZ or such other address as Commidea may specify to the Customer in writing
3.3 Failure, for any reason, to return the terminal(s) by the end of the agreed contract length will result in a charge of £10 per terminal per day payable by the customer to Commidea Ltd.

4 Rental Fees

- 4.1 Commidea shall hire the Terminals to the Customer on the terms of this Agreement
4.2 The Customer will pay the Rental Fees to Commidea monthly in advance by Direct Debit on the 1st day of each month without prior demand by Commidea. Time shall be of the essence in respect of the payment of all sums due hereunder and the Customer shall be deemed to have repudiated this Agreement if any Rental Fees or other payments shall remain unpaid for more than 14 days after becoming due
4.3 All payments due hereunder (if not made by Direct Debit or Banker's Order) shall be made to Commidea at the Eureka Park address detailed in Clause 3.2 or at such other address as Commidea may from time to time communicate to the Customer. Any payments sent by post shall be sent at the risk of the Customer
4.4 Commidea reserves the right to increase the Rental Fees but shall in all cases give the Customer not less than thirty days written notice of any increase
4.5 For the avoidance of doubt the Customer must continue to pay the Rental Fees for any period when the Terminal has been returned to Commidea for repair or replacement or has been lost or for any other reason is not useable

5 Revision of Rental Fees Prior to Commencement of Hire

- 5.1 The Customer expressly acknowledges and accepts that Commidea shall be entitled to revise the Rental Fees (by such amount as Commidea shall in its absolute discretion determine) at any time before the Commencement of Hire in the event that, between the date of signature of this Agreement and the date of Commencement of Hire (but not otherwise), an increase is announced or imposed by the manufacturer in the list price of the Terminals
5.2 Any such revision will be notified by Commidea to the Customer as soon as practicable and in any event on or before the Commencement of Hire. In the event the Customer does not accept such price revision, it shall have the right for a period of seven days after receipt of such notification to serve notice on Commidea cancelling this Agreement. Subject to return of any Terminals then in the possession of the Customer in good repair and condition, the Customer will incur no liability or obligation to Commidea on account of such cancellation

6 Use of the Terminals

- 6.1 The Customer may use the Terminals solely for the purpose of its business. The Terminals shall not be used and the Customer will not permit them to be used for any purposes for which they are not expressly designed. The Customer will not use or permit the Terminals to be used for any illegal purpose whatsoever
6.2 The Customer agrees that it will not:
6.2.1 make any modification or alteration to the Terminals;
6.2.2 remove or interfere with any identification marks or plates affixed to the Terminals;
6.2.3 deface the Terminals in any way
6.3 The Customer must
6.3.1 keep the Terminals in good repair and properly maintained and insured
6.3.2 replace any lost or stolen Terminal
6.3.3 maintain adequate third party liability insurance against death or injury or loss or damage to property arising directly or indirectly out of the Customer's hiring of the Terminal

7 Value Added Tax

VAT will be payable on all payments under this agreement at the rate in force when they become due.

8 Repair Services

- 8.1 Commidea shall during the continuance of this Agreement (with the exception of any battery fitted to the Terminal) supply the following levels of repair service:
Platinum: as detailed on the Order Form
Gold: as detailed on the Order Form
Standard (a) repair or replace a defective Terminal except where such repair or replacement is necessitated by any negligent use or abuse of the Terminals or any wilful or accidental damage to the Terminal
(b) subject to the provisions of the previous sub clause, repair the Terminal or make available a replacement Terminal (not necessarily of the same type and age) within 28 working days (or so soon thereafter as is reasonably practicable) after the receipt of notification from the Customer requesting the same due to fault or breakdown
8.2 If it transpires that any Terminal was not defective, the Customer shall pay on demand the cost to Commidea of checking it and the cost of any carriage incurred by Commidea
8.3 The Customer shall bear the cost ("Extraordinary Fees"), by additions to the Customers Direct Debit with Commidea, of
8.3.1 any missing parts or the repair, rectification or replacement due to damage to the Terminals resulting from the negligent or improper use of the Terminals or any wilful damage to the Terminals by the Customer or any person whether or not permitted by the Customer to use the Terminal
8.3.2 unless on the Platinum or Gold support service, all delivery costs associated with the return of a faulty unit to Commidea for repair
8.3.3 unless on the Platinum repair service, any lost, stolen or accidentally damaged terminal and all associated delivery costs

9 Customer's Obligations

- 9.1 The Customer undertakes that it shall use or permit any other person to use the Terminals only:
9.1.1 in accordance with such reasonable operating instructions as may be notified in writing to the Customer by Commidea from time to time; and
9.1.2 for the purpose for which the Terminal is provided
9.2 The Customer shall not and shall not permit any person to:
9.2.1 misuse the Terminals or use them in a manner which constitutes a violation or infringement of any statutory duty or obligation, or any obligation in contract, tort or otherwise
9.2.2 take or attempt to use the Terminals outside the United Kingdom
9.2.3 hire, rent or lease or in any other way attempt to pass ownership or possession of or responsibility for the Terminal to anyone else
9.3 The Customer shall indemnify Commidea against claims, proceedings and expenses arising from any infringement of Clauses 9.1 and 9.2 of this Agreement
9.4 The Customer shall provide Commidea with all such necessary information and co-operation that Commidea may reasonably require from time to time to enable it to proceed uninterruptedly with the performance of its obligations under this Agreement or to prevent or detect fraud. This shall include;
9.4.1 the provision of a suitable environment for the Terminals
9.4.2 full and convenient access to the Customer's and other premises for the purpose of delivery of the Terminals or any additional visits to site made at the Customer's request or which may be necessary from time to time
9.4.3 a prompt report by the Customer to Commidea of any loss or damage to the Terminals whilst at the Customers risk
9.5 The Customer shall allow Commidea to inspect the Terminals at any reasonable time to ensure that the terms of this Agreement are being complied with
9.6 The Customer acknowledges that it is its responsibility not to do or allow anything which might compromise the security and integrity of the card details captured within the Terminal before transmission to Commidea either directly or via Commidea's ICP Client software application
9.7 The Customer will bear the cost of a new terminal if Commidea are unable to supply a replacement terminal from replacement stock.

10 General Liability

- 10.1 The Customer shall be solely responsible for and hold Commidea fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Commidea as a result of any accident involving the Terminals (other than death or personal injury resulting from the negligence of Commidea, its employees or agents)
10.2 Commidea does not hire the Terminals subject to any condition or warranty express, implied or statutory in connection with the fitness for any purpose and any conditions and warranties are hereby expressly excluded insofar as permitted by law and (save for Commidea's liability for death or personal injury caused by negligence of Commidea, its employees or agents) Commidea will not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Terminals or their use

10.3 The Customer shall be solely responsible for and hold Commidea fully indemnified against all claims, demands, liabilities, losses damages, proceedings, costs and expenses suffered or incurred by Commidea as a result of any breach or default on behalf of the Customer in the discharge of its duties under this Agreement

11 Commencement and Termination

- 11.1 This Agreement shall continue in force for the Minimum Hire Period and thereafter until terminated by either party giving to the other not less than three months notice of termination in writing such notice not to expire before the end of the Minimum Hire Period
- 11.2 If the Customer shall fail to pay any Rental Fees or other sum payable under this Agreement (or under any other Agreement between Commidea, or any other subsidiary of Commidea, any holding company of Commidea, or any other subsidiary of such holding company and the Customer) within 14 days of its becoming due (whether demanded or not) or shall commit a breach of the other terms and conditions whether express or implied of this Agreement (or of the terms and conditions of any such agreement as aforesaid) or shall do or allow to be done any act or thing which in the opinion of Commidea may jeopardise Commidea's rights in the Terminals, then in each and every such case the Customer shall be deemed to have repudiated this Agreement and Commidea may thereupon or at any time within three months thereafter by notice in writing to the Customer for all purposes forthwith terminate the hire constituted by this Agreement
- 11.3 If the Customer, being a body corporate, shall enter into liquidation, shall call any meeting of its creditors or shall have a receiver or receiver manager of all or any of its undertakings or assets appointed, or shall suffer the appointment or the presentation of a petition for the appointment of an Administrator under the provisions of Part 1 of the Insolvency Act 1986, or shall be deemed by virtue of section 123 of the Insolvency Act 1986 to be unable to pay its debts, then in each and every such case the hire constituted by this Agreement shall ipso facto and without notice terminate and no payment subsequently accepted by Commidea without knowledge of such termination shall in any way prejudice or affect the operation of this clause
- 11.4 The Customer shall upon any termination under clauses 11.1, 11.2 and 11.3 above pay to Commidea:
- 11.4.1 the cost of all repairs required as at the date of termination; and
- 11.4.2 reasonable compensation for the loss suffered by Commidea as a result of such termination such loss being determined by Commidea having regard to all relevant circumstances; and
- 11.4.3 any other sums which are or become due to Commidea or to which Commidea is entitled by way of damages
- 11.5 The termination of the hire constituted by the Agreement shall not affect any rights of Commidea or liabilities of the Customer at the date of termination
- 11.6 On termination of this Agreement howsoever or whenever occasioned, the Customer shall no longer be in possession of the Terminals with Commidea's consent and shall (unless otherwise agreed with Commidea) forthwith return the Terminals to Commidea at such address as Commidea may direct in good order and in good working condition and at the Customer's expense and risk. Without prejudice to the foregoing or to Commidea's claim for any arrears of Rental Fees or damages for any breach by the Customer of this Agreement or any other rights hereunder, Commidea or its authorised representatives may at any time after such termination or expiry of the hire period without notice retake possession of the Terminals and for such purposes enter upon any premises belonging to or in the occupation or control of the Customer and the Customer shall be responsible for all costs charges and expenses incurred in retaking possession of the Terminals. The Customer shall also bear the reasonable costs incurred by Commidea at any time in ascertaining the whereabouts of the Terminals and/or the Customer
- 11.7 Notwithstanding anything contained in this Agreement Commidea may, after due notice, terminate this Agreement if the Customer has made any misrepresentation, whether or not recorded in this Agreement, or if Commidea decides at its own discretion that the Terminals can no longer be efficiently serviced or maintained
- 11.8 Commidea shall be entitled to cease providing the Services immediately this Agreement has come to an end whatever the reason
- 11.9 The Customer confirms that he is taking the goods on hire for the purposes of a business carried on by the Customer.

12 Security and Backup Regime

The Customer shall check on a regular and routine basis and at least once in every three working day period that all transactions have been processed successfully and credited to the Customer's nominated bank account and ensure it runs an efficient card transaction voucher backup regime. Vouchers should be retained for a minimum period of twelve calendar months after the original date of processing

13 Force Majeure

- 13.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), lock outs or other industrial disputes, insurrection or riots, terrorist action, embargoes, delays in transportation, civil hostilities, Act of God, computer virus, power supply interruption, inability to obtain supplies, the requirements or regulations of any civil or military authority or any other unforeseen circumstances (an "Event of Force Majeure")
- 13.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure
- 13.3 If a default due to an Event of Force Majeure shall continue for more than thirteen weeks then the party not in default shall be entitled to terminate this Agreement. Neither party shall have any liability to the other in respect of the termination

14 Forbearance

No forbearance indulgence or relaxation on the part of Commidea shown or granted to the Customer in respect of any of the provisions of this Agreement shall in any way affect diminish restrict or prejudice the rights or powers of Commidea under this Agreement or operate so as to be a waiver of any breach by the Customer of the terms and conditions of this Agreement

15 Concurrent Remedies

No right or remedy herein conferred upon or reserved by Commidea is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing and may be enforced concurrently therewith or from time to time

16 Notices

Any notice hereunder shall be in writing and may be served by sending it by fax or pre-paid first class letter or delivery if (in the case of a limited company) to the address stated herein, and in any other case, to the last known address of the addressee. In proving service of any notice it shall be sufficient to prove in the case of fax that the addressee's fax number appeared on the sender's fax machines sent items report and in the case of posting that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective in the case of fax on the next business day following the day on which the fax was sent and in the case of posting at noon of the second business day following the day of posting and any notice delivered to an address by hand shall be deemed to be effective from the date of such delivery

17 Referrals from acquiring banks

- 17.1 Where the Customer has been introduced to Commidea by an acquiring bank using a referral process approved by Commidea:
- 17.1.1 no Terminal or card processing service can be re-configured for use with an alternative acquiring bank without the referring bank having first given permission in writing to Commidea
- 17.1.2 no Terminal or card processing service can be configured to support any additional accounts for use with a different acquiring bank without the referring bank having first given permission in writing to Commidea
- 17.2 Configuration of Terminals is subject to the approval of the acquiring bank

18 Waiver or Set Off

The Customer hereby waives all and any future claims and rights of set off against any instalment of Rental Fees or any payment due hereunder and agrees to pay the Rental Fees and other amounts hereunder regardless of equity, set off or cross claim on the part of the Customer against Commidea

19 Interest

Commidea reserves the right to charge interest in respect of the late payment of any sum due (as well after as before judgment) at the rate of four per cent per annum above the base rate from time to time of National Westminster Bank Plc from the due date until payment

20 Data Protection

- 20.1 Before entering into this Agreement Commidea may search the Customer's records at credit reference agencies. Commidea will add to those records details of its search which will be seen by other organisations making searches. Details about the Customer and the Customer's payment record under this Agreement will be used to help make credit, credit related and insurance related decisions about the Customer and members of the Customer's household and occasionally for fraud prevention or to trace debtors. The Customer can ask Commidea for details of the credit reference agencies used by Commidea. The Customer has a legal right to these details and can receive a copy of the information held about them on payment of a fee
- 20.2 Information held about the Customer by credit reference agencies may be linked to records relating to any person with whom the Customer is linked financially and other members of the Customer's household
- 20.3 Commidea may give information about the Customer and the Customer's payment record under this Agreement to credit reference agencies, debt collecting agents and any proposed assignee, transferee or chargee of this Agreement or of Commidea's interest in this Agreement, their insurers or advisers
- 20.4 Commidea may use credit scoring or other automated decision making systems. Commidea may monitor and record telephone calls for the purpose of security and training

21 Assignment

- 21.1 The Customer may not assign or transfer this Agreement
- 21.2 Commidea may assign or transfer this Agreement at its discretion

22 Governing Law

This Agreement shall be governed by and construed in accordance with the Law of England

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