

SCHEDULE 5a: Unregulated Hub Hire Terms

PART 1: General Hire Terms

1. The following terms and conditions apply whenever you hire a Hub from us, except where you qualify for Regulated Hub Hire Terms, and are in addition to the terms and conditions set out in the Agreement.
2. The agreement between us relating to your hire of a Hub from us consists of the following:
3. (a) the provisions relating to the Hub as set out in any Application Form (including without limitation the minimum hire period and pricing) accepted by us or as otherwise agreed in writing from time to time;
- (b) relevant terms and conditions set out in the Agreement; and
- (c) the following hire terms and conditions (together the "Unregulated Hub Hire Terms").
4. For the purposes of these Unregulated Hub Hire Terms:
"Installation Support" means either:
 - a. where the Hub is supplied via a courier, remote support via web and/or telephone communication as applicable in the circumstances; or
 - b. where so communicated by us to you, installation by a third party upon appointment and in accordance with the additional costs, terms and conditions as notified by us to you.**"Hub"** means the Hub or Hubs and any component or ancillary parts provided to you by us.
"Software" means each of the software products owned or licensed by us provided in conjunction with the Hub including any bug fixes, updates, upgrades, modifications and new releases or new versions of such software (i) downloaded by you from iTunes, GooglePlay (depending on your device) or any other app store approved by us and/or (ii) pre-loaded onto the Hub, including but not limited to the operating system and third party processing application.
5. **Minimum Hire Period:** Subject to paragraph 17, we shall provide the Hub and Installation Support, for the minimum period of hire shown in the Application Form (or if no minimum period is shown then thirty-six (36) months) (the "Minimum Hire Period"). These terms and conditions shall continue thereafter for successive eighteen (18) month periods (each a "Renewal Hire Period") upon the terms and conditions set out below unless terminated earlier in accordance with paragraphs 0 or 27 below, or clause 12 of the Agreement.
6. **Commencement and delivery:** The Minimum Hire Period commences on the date of delivery of the Hub. You agree to accept delivery of the Hub within 28 days of us notifying you (which may be by email) that these are ready for delivery. If for any reason you fail to accept delivery within this timeframe then an administration fee of £100 plus VAT will be charged and be payable by you in accordance with paragraph 31.f below.
7. You will provide all necessary power, telecommunications and internet links for the Hub and we shall not be under any obligation to install any Hub if such links are not in place. You are solely responsible for the payment of any fees related to such facilities.
8. You will install and use the Hub only in your legitimate trading premises, being premises in which you have previously informed us that the Hub is installed. You will permit us, our employees, agents, sub-contractors or any other person authorised by us (each an **"Authorised Person"**) to enter your premises (and where relevant you shall obtain permission for us and any Authorised Person to enter the premises of any third party) at all reasonable times for the purpose of inspecting, repairing and/or maintaining the Hub and you will give such persons all reasonable assistance.
9. **Indemnity: Until returned and received, or collected by us, each Hub shall be at your sole risk and you indemnify us against any loss or damage to each Hub howsoever caused (other than fair wear and tear in the ordinary course of usage of each Hub).** You will take reasonable care of each Hub, keep it in good working order and not alter, amend or interfere with it or any sign or label affixed to it, PROVIDED THAT you may, where a sign or label becomes worn, replace such sign or label with an identical one we provide you. You will report to us any damage to the Hub.

Payment

10. In return for us supplying you with the Hub, you will punctually pay any set-up fee and the initial and subsequent monthly rentals (including during any Renewal Hire Period) as set out in the Application Form or which otherwise apply from time to time, together with any additional service charges of which you are notified from time to time. The monthly rental payments are payable monthly in arrears by direct debit on the 18th of each month (or the next business day) from a bank account acceptable to us. You will maintain with your bank an instruction to effect such direct debits. The charges payable under this schedule form part of the Fees, are payable in accordance with the provisions of clauses 4 and 8 of the Agreement, and are in addition to any other Fees, charges or other amounts payable under the Agreement.
11. In addition to our right to debit your bank account arising elsewhere in the Agreement, we shall be entitled to debit your bank account with the following items:
 - (a) any other sums payable by you under this schedule; and
 - (b) interest as provided for in clause 9 of the Agreement.

Insuring the Hub

12. The Hub will remain our or such relevant third party's property. You shall not sell, charge, encumber, part with possession or otherwise dispose of the Hub. You will insure against loss or damage to the Hub including without limitation for the full replacement value in the sum of £500 for each of the Hub supplied to you. If you receive any insurance monies you must hold these on trust for us.

Care and use of the Hub

13. You will operate the Hub in accordance with the provisions of any operating manuals or instructions in existence from time to time together with any instructions issued or made available by us from time to time. We may in our discretion require you to update the Hub or allow the Hub to receive any updates remotely. You agree not to impede such update process in any manner. If such updates are required, you will provide any reasonable assistance in making necessary changes and shall be responsible for your own costs with respect to such changes, including where the Hub is required to be returned to us. We will have no obligation to provide any support in relation to any updated versions.
14. We may perform maintenance on the Hub which may result in service interruptions, delays or errors. We will not be liable for any such interruptions, delays, errors or bugs.
15. You will only use such equipment and materials in connection with the Hub as have previously been approved by us in writing. Damage to, or malfunction of, the Hub or any equipment or materials resulting from the use of non-approved equipment and materials will be your responsibility. The Hub does not function with every tablet or mobile device. Worldpay may alter which tablets or mobile devices or other relevant equipment are approved as compatible in Worldpay's discretion on written notice from time to time.
16. **Mobile interference:** The wireless nature of the Hub means that its use is subject to the availability of wireless connectivity. No warranty or representation is, has or will be given or made by us that the Hub will be capable of use free of any interruptions.
17. Without prejudice to any other provision of this Schedule, we shall not be responsible for any inability to use the Hub if and to the extent caused by electrical interference, problems with telecommunications or satellite links, third party service provider or any other similar circumstances beyond our control.
18. You acknowledge that we are not the manufacturers of, dealers in, or experts in the Hub or similar goods. Accordingly, you hereby release and discharge us from all present and future obligation and liabilities which we may have to you, or any person claiming through you, in respect of the quality or condition of the Hub.

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19. Software: We grant you a non-exclusive, non-transferable licence to use the Software for your internal business purposes. You may download, install and use the Software on the Hub and only for the purpose of using the Hub. You agree to use the Software in accordance with any applicable third party terms and conditions, Merchant Operating Instructions and applicable user guides. In addition you agree:
- (a) not to copy the Software except where such copying is incidental to normal use of the Software or where necessary for the purpose of back up or operational security;
 - (b) not to rent, lease, sub-lease, loan, translate, merge, adapt, combine, vary, modify, decompile or reverse engineer the Software except as permitted by law;
 - (c) keep all copies of the Software secure and to maintain accurate and up to date records of the number and location of the Software;
 - (d) to supervise and control the use of the Software and ensure the Software is only used in accordance with the terms of the Agreement including this Schedule;
 - (e) to replace the current version of the Software with any updated or upgraded version or new release immediately on receipt of notice or directions from us to download such update or new version;
 - (f) not to use the Software via any communications network, service bureau, time sharing service or by means of remote access.

The integrity of the Software may be protected by technical protection measures (TPM) so that the intellectual property rights, including copyright, in the Software cannot be misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor apply or manufacture for sale or hire, import, distribute, sell or let for hire, offer or expose for sale or hire, advertise for sale or hire or have in your possession for private or commercial purposes any means of which is to facilitate the unauthorised removal or circumvention of such TPM.

You acknowledge that the Software may not be free of bugs, errors and agree that the existence of minor errors shall not be a breach of this Agreement.

20. You agree that any liability we may have to you in relation to all Claims arising in respect of our provision of the Hub under this Agreement during each Contract Year shall in each case be limited to (a) in the first Contract Year, a sum equal to the average Monthly Fees paid for the Hub, in the period between the Commencement Date and the first event giving rise to the first such claim, multiplied by twelve (12); and (b) in each Contract Year thereafter, a sum equal to the Fees paid for the HUB in the twelve (12) months immediately preceding the first event giving rise to the first such claim in the relevant Contract Year.
21. You may use the Hub only in conjunction with the equipment provided by Worldpay or identified in any User Guide. Notwithstanding any other term of this Agreement Worldpay will not be liable in any way for your use of the Hub in conjunction with materials, content or equipment not provided by Worldpay as part of the Hub.
22. You may be able to access third party content and services through the Hub. We do not assume any responsibility for the actions, products, services and content of any third party.
23. You agree to give us three months' notice in writing of any proposed change to any electrical power supplied or to the telecommunication links in or to the premises where the Hub is located. We reserve the right to terminate these Unregulated Hub Hire Terms upon three months' written notice if we consider the aforementioned changes would or could affect the operation of the Hub.
24. You will indemnify us against all claims and all losses, costs, expenses, damages and liabilities whatsoever incurred by us (including the cost of repairing, replacing or removing the Hub) by reason of, or in any way attributable to, your use (including use by your agents, sub-contractors and employees) of the Hub.
25. Your right to terminate these Unregulated Hub Hire Terms

You have the right to terminate the Agreement:

- (a) by giving us at least one month's written notice expiring at the end of the Minimum Hire Period, or the end of the then applicable Renewal Hire Period as the case may be; or
 - (b) by one month's written notice if a variation of the Agreement gives rise to a right of termination.
26. If you give notice to terminate these Unregulated Hub Hire Terms relating to the Hub this shall not automatically terminate the other provisions of the Agreement or the Services other than the Hub hire. The Agreement shall remain in place unless otherwise agreed between the Parties.

Our right to terminate these Unregulated Terminal Hire Terms

27. In addition to the provisions of paragraph 25 of this Schedule and clause 12 of the Agreement we have the right to terminate these Unregulated Hub Hire Terms:
- a. by giving one month's written notice expiring on or at any time after the expiry of the Minimum Hire Period ;
 - b. at any time with immediate effect by notice to you fail to pay any amount due on the due payment date or if you are otherwise in default and are deemed to have repudiated these terms by breaching thereof.
28. You agree that termination of the Agreement will automatically terminate these hire terms and conditions at the same time, unless we otherwise agree (at our sole discretion).

What you must pay if these Unregulated Hub Hire Terms are terminated

29. Upon termination of these hire terms and conditions:
- a. you will immediately return the Hub to us (at such place within the United Kingdom as we reasonably require, in good order, repair and condition (fair wear and tear only excepted) or to an Authorised Person or allow us or an Authorised Person to enter your premises (and where relevant you shall obtain permission for us and any Authorised Person to enter the premises where the Hub is or where we believe them to be) to remove the Hub; and
 - b. you will immediately pay us all amounts owed by you under the Agreement.
30. Where the Agreement has terminated (for whatever reason) prior to the expiry of the Minimum Hire Period or any subsequent Renewal Hire Period (as the case may be), then in addition to the provisions of paragraph 9 above, you will pay to us:
- a. all arrears of rental payments outstanding at the date of termination;
 - b. a sum equal to the aggregate of all rental payments which would, but for the termination of the Agreement, have become due and payable under the Agreement from the date of termination to the expiry of the Minimum Hire Period (or to the expiry of the applicable Renewal Hire Period as the case may be) less a discount of 5% of each rental. You agree that your liability under this paragraph 25b shall accrue prior to termination of the Agreement.
 - c. damages for any breach of the Agreement and all costs, expenses and fees incurred by us in recovering possession of the Hub and/or enforcing our rights under the Agreement;
 - d. if the Hub not recovered by us within 1 week after termination of the Agreement, an amount of £85 (plus VAT) in respect of each of the Hubs for each week or part thereof that you retain possession of the Hub beyond such termination (such amount being the sum that we ordinarily charge where the HUB is hired from us on a weekly basis); and
 - e. if the Hub is not recovered by us within one month after termination of the Agreement, an amount equal to our reasonable estimate of the market value of the Hub at the date of termination.

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Other charges under the Agreement

31. In addition to any third party or other installation charges that may be payable in relation to Installation Support, we may charge you and you will pay us the sum of:
- a. £6 (plus VAT) for a supervisor card replacement ;
 - b. £20 (plus VAT) for the repair/replacement of a missing or broken cable/printer parts;
 - c. £75 (plus VAT) if you fail to provide us with 24 hours notice of cancellation when an installation appointment is agreed;
 - d. £75 (plus VAT) for supplementary training on use of the Hub;
 - e. £100 (plus VAT) per Hub to upgrade the Hub to support cardholder not present transactions;
 - f. £100 (plus VAT) administration fee if you fail for any reason to accept delivery of the Hub within 28 days of us notifying you that these are ready for delivery;
 - g. £125 (plus VAT) per Hub in the event that we are required to collect or remove (including following termination) a Hub or for the swap over of a Hub;
 - h. £175 (plus VAT) for the repair of a damaged Hub; and
 - i. up to £367 (plus VAT) for the replacement of each Hub (actual charge will vary according to the type of Hub hired).

Variation of these Hire Terms and Conditions

32. On notification to you, we may from time to time vary the rental charges, other charges or payments and/or the terms of the hire terms and conditions. Any such variation shall become effective upon us giving you at least one month's written notice . In circumstances where the variation constitutes a material variation to these hire terms and conditions, you shall be entitled to terminate these Unregulated Terminal Hire Terms upon one month's written notice provided that such notice is served upon us within one month of you receiving the notice of variation.

General Provisions

33. You agree that we may assign, novate, transfer or subcontract any or all of our rights and obligations under this Schedule and/or ownership of the Hire Terminals to a third party at any time without your consent. You shall execute any document reasonably required by us to give effect to any such assignment, novation or subcontracting.
34. Such clauses as by their nature are intended to survive termination will continue to apply in respect of the Hired Terminals following termination of the Agreement for whatever reason.
35. If you are a partnership, each partner will be jointly and severally liable under the Agreement.
36. We shall not be liable for any delay or failure to carry out any of our obligations under the Agreement if such failure is due to circumstances beyond our direct control.
37. The Agreement is personal to you and you may not assign it or transfer it. If you are an individual, the Agreement will be binding upon your personal representatives.