



NCP Gateway Business Account Terms and Conditions

1. Definitions

1.1 In these Terms and Conditions the following words and phrases have the following meanings:

- “Account” the NCP Gateway Business Account that You hold under this Scheme;
- “Agreement” the application form for an Account on the Website as filled in by You together with these Terms and Conditions;
- “Authorised Cardholder” means the employees or contractors that You have authorised to use the Cards;
- “Business Day” means every Monday to Friday other than a day which falls on a public Holiday in England;
- “Business Hours” means 9.00am to 5.30pm GMT Monday to Thursday and 9.00am to 5.00pm GMT on Friday other than on a public holiday in England;
- “Cancellation Period” is defined in Clause 5.2;
- “Card” an NCP Gateway Business Account card issued by Us;
- “Cardholder” any person using a Card issued under the Scheme;
- “Deposit” the amount that We ask You to pay as described in Clause 2.3 as an advance against any money that You might owe Us in the future;
- “Due Date” is defined in Clause 7.3;
- “Group Company” means any company which is a company’s subsidiary, holding company or a subsidiary of its holding company, where a company is a subsidiary of another company (its “holding company”) if that other company holds a majority of the voting rights in it, is a member of it or has the right to appoint or remove a majority of its board of directors, or is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it or if it is a subsidiary (as defined above) of a company which is itself a subsidiary of that other company;
- “Participating Site” an NCP parking station participating in the Scheme as listed on the Website;
- “Scheme” the NCP Gateway Business Account scheme in respect of which We issue Cards under this Agreement;
- “Scheme Address” Worldline IT Services UK Limited, Trinity Court, Broadlands, Wolverhampton, WV10 6UH. Telephone: 0345 050 7080. Email address: gatewayadmin@ncp.co.uk.
- “Services” parking services that can be bought using the Cards at the Participating Site;
- “Terms and Conditions” these terms and conditions relating to the Scheme;
- “Transaction” any purchase of Services carried out at a Participating Site by a Cardholder using a Card and processed by Worldline under these Terms and Conditions;
- “Us”, “Our” or “We” means National Car Parks Limited (“NCP”) a company registered in England and Wales under company number 253240 and having its registered office at 8th Floor, Saffron Court, 14b St Cross Street, London. EC1N 8XA;
- “You” the business in whose name the Account is held;
- “Website” means the Scheme website at the following url: www.gateway.ncp.co.uk; and
- “Worldline” means Worldline IT Services Limited, a company registered in England and Wales under company number 08514184 and having its registered office Mid City Place, 71 High Holborn, London WC1V 6EA, United Kingdom.

2. The Agreement and Authorisation

- 2.1** This Agreement is between You and Us. However immediately after the signing hereof We hereby assign the benefit of this Agreement including any debts due under it to Worldline in accordance with Clause 12. This means that Worldline has agreed to perform all our responsibilities and has the right to exercise all our rights under this Agreement.
- 2.2** When You apply for an Account under this Scheme, You confirm that You are doing so in the course of a business and not as a consumer and that You agree to be bound by these Terms and Conditions and that You have the authority to bind the business on whose behalf the Account and Cards are to be issued and used.
- 2.3** You may be required to pay a Deposit when You apply for Your Account or at any time when this Agreement is in force. This will be held by Worldline for the duration of this Agreement. The Deposit will be used to pay any monies that You might owe under this Agreement together with any expenses that might have been incurred by Us or by Worldline as a result of Your default. At the end of the Agreement the balance of the Deposit will be returned to You without interest by Worldline.

- 2.4** Worldline shall place any Deposit received in a designated bank deposit account.
- 2.4** You will ensure that all Cardholders are properly authorised to carry out Transactions on Your behalf under this Scheme.
- 2.5** Once your application is accepted and an Account is opened for You, You are then authorised to distribute Cards that You order to Cardholders who may then use the Cards to obtain Services at Participating Sites. Cardholder’s use of the Services shall constitute acceptance at such Participating Site in respect of a Transaction.
- 2.6** By entering into this Agreement, You authorise Worldline to debit Your Account for the sums contained in each invoice.

3. Termination

- 3.1** You may terminate this Agreement at any time by giving Worldline fourteen (14) days written notice.
- 3.2** We or Worldline may terminate this Agreement at any time by giving You fourteen (14) days written notice or otherwise with immediate effect if (a) You become insolvent, go into compulsory or voluntary liquidation, You have a receiver or administrator or administrative receiver appointed over all or part of Your property or business or You are declared bankrupt (as appropriate), (b) You fail to pay any sums due to Us within 7 days of the Due Date or You otherwise breach any other term of this Agreement, (c) You exceed Your credit limit as notified pursuant to Clause 4.3 at any time or (d) the Scheme ceases to operate for any reason.
- 3.3** In the event that this Agreement is terminated for any reason (a) the total outstanding balance on Your Account shall become immediately due and payable by You in full and cleared funds together with any interest then due; and (b) the right to use the Cards shall automatically stop and all Cards issued to Your Account must be returned to Us immediately in accordance with Clause 5.3.
- 3.4** You must immediately notify Worldline at the Scheme Address of any change of name, address, contact details and bank details or commercial status that You undergo.

4. Use of Cards

- 4.1** We will issue or procure that Worldline issues Cards to You once (a) Your completed application has been accepted for an Account; (b) Worldline has completed a satisfactory credit check on You; and (c) Worldline receives the Deposit if required.
- 4.2** Each Card will include Your name, a Card number for Your Account and the Cardholder name associated with that Card.
- 4.3** Cards will be valid up to and including the date marked on the Card and will be valid for the purchase of Services at Participating Sites up to any maximum aggregate credit limit placed on Your Account as notified by Worldline at the time of Your application. Worldline may at any time increase or decrease the credit limit applied to Your Account by notifying You.
- 4.4** You are responsible for ensuring that Cards are:
- (a) properly activated through Your Account online prior to use;
 - (b) only used by Authorised Cardholders; and
 - (c) only used to buy Services.
- 4.5** You must ensure that the Cardholder checks that all the details of each Transaction recorded on the invoice are accurate.
- 4.6** The Cardholders may be asked to prove their identity by supplying one of the following: drivers licence, vehicle registration, credit card or passport.
- 4.7** You must take and ensure that all Cardholders take all reasonable steps to prevent misuse of the Cards and to identify any unauthorised or fraudulent activity relating to the Cards. These steps should include:
- (a) checking that the Cards are correctly embossed with Your Name and a Card number, and the name of the Cardholder;
 - (b) ensuring that all Cards are at all times in Your or a Cardholder’s personal possession or control (for instance Cards must not be left in an unattended vehicle);
 - (c) checking all invoices as soon as You have received them and checking all Transactions made on Your Account on at least a weekly basis for any unusual, suspect or unauthorised activity;
 - (d) promptly investigating any suspect/unusual Transactions that We or Worldline tell(s) You about;
 - (e) promptly notifying Worldline if You suspect that a Card has been used fraudulently. This might include for example, use of a Card by a person that is not an Authorised Person or use of a Card to buy services other than the Services; and

(f) returning any cancelled or obsolete cards in accordance with Clause 5.3.

5. Cancelling Cards

5.1 Cards remain Our property and do not give You any right to receive Services. Worldline may cancel Cards at any time. Worldline will notify you either orally or in writing if your Card is going to be cancelled. Worldline will cancel all Cards when this Agreement comes to an end.

5.2 You may cancel a Card at any time for any reason by notifying Worldline at the Scheme Address by telephone (during Business Hours only) or through the Website or by email. Notification will be deemed to have been received at the actual time that the notification is received if You notified Worldline during Business Hours, or if You notified Worldline outside of Business Hours, as soon as Business Hours have recommenced. We will cancel or procure the cancellation of the Cards that are notified to Worldline in this way within 24 hours of the time of deemed receipt of Notification ("Cancellation Period").

5.3 On cancellation of a Card or termination of this Agreement, You must cut in half and return to Worldline every Card that has been issued to You immediately. If a Card is cancelled or the Agreement is terminated for any reason You will remain responsible for any purchases made with the Card until the expiry of the Cancellation Period.

5.4 We will procure that Worldline replaces damaged or faulty Card(s) when Worldline receives the original Card(s) at the Scheme Address.

6. Lost/Stolen Cards and Unauthorised Use

6.1 You must immediately cancel a Card in accordance with Clause 5.2, if it is lost, stolen, is no longer in Your possession or control, or if You suspect that the Card is being used fraudulently or without Your authority.

6.2 Provided that You have complied fully with all Your obligations under this Agreement (including those in Clauses 4.4 to 4.7) You will not be liable to pay for any Services bought using a Card after the Cancellation Period has expired.

6.3 You must pay for and will be liable for all Services bought using a Card prior to the expiry of the Cancellation Period even if the Services were bought fraudulently including but not limited to through the use of a cloned or skimmed Card or a Transaction made by a person that was not an Authorised Cardholder.

6.4 You must cooperate in investigating any loss or, theft or unauthorised use of a Card, including reporting the matter to the police, assisting in any investigation by Us or Worldline or the police and providing evidence in and providing reasonable assistance in the event of any resulting civil or criminal claims or prosecution arising.

7. Payment

7.1 We will typically issue You with a statement and invoice showing the amount to be deducted from Your Account on the 2nd day of the month following the relevant calendar month; however, depending on the agreed payment terms, Worldline reserves the right to issue a statement and invoice more than once monthly at its absolute discretion. The statement and invoice will include details of the date, time, Card number, Participating Site, description of the Services bought and value (excluding and including VAT) of each Transaction that took place during the relevant preceding period.

7.2 Invoices will be sent by email. If You require paper invoices We may charge You £5 per invoice which will be added to the relevant invoice. A charge of £5 + VAT per invoice may also be made for any duplicate invoices requested that are over 12 months old.

7.3 All sums owing under this Agreement shall be paid by direct debit. Based on standards terms, the direct debit will be enacted on the 15th of the month (or on the next Business Day); for Accounts who are on twice monthly invoicing a direct debit will also be enacted on the 28th of the month (or on the next Business Day) (in each case "Due Date"). Direct debits' enactment date may vary depending on the agreed payment terms.

Should You wish to make payments by alternative means and We agree to this, We shall be entitled (at our sole discretion) to charge the following fees in addition:

- for payments made by BACS or Cheque – no fee;
- 2.35% of the gross value of each Transaction for payments made by credit card;
- for payments made by debit card – no fee.

7.4 If You wish to dispute a Transaction you must do so within three (3) months of its date. We and Worldline shall in all cases be under no obligation to investigate Transactions that are older than this.

7.5 Interest may be charged on any sums owing under this Agreement that are not paid by the Due Date at the rate of 8% above the Barclays Bank base rate. Interest will be calculated daily on the overdue amount (including any interest due thereon) and shall accrue until the date of payment. In addition to interest, an administration fee of £25.00 on each occasion on which a payment fails for any reason (other than because of Our or Worldline's default) may be charged.

7.6 If You are late in making any payment due, We or Worldline will be entitled to

suspend Your Account with immediate effect. In this event, You will not be able to use any Cards to purchase Services until Your Account is reactivated.

8. Liability and Exclusions

8.1 Your contract for the purchase of the Services made using a Card is made with Us. Worldline does not accept any liability or give any warranty, express or implied, whether arising by common law or statute, in relation to such Services. Your statutory rights are not affected by this Agreement.

8.2 It is not guaranteed that the systems used to process a sale at a Participating Site will always operate error free or that the Card will always be accepted at Participating Sites. Neither We, nor Worldline accept any liability for any loss, damage, fines or expenses suffered by You by reason of the failure of the Card to process any sale Transaction or in the event that the Card is not accepted at a Participating Site, whether arising from breach of contract, tort (including without limitation, negligence), statutory duty or otherwise.

8.3 Subject to Clause 8.4 in no event shall We or Worldline be liable to You

- a) for a sum in excess of £1,000; or
- b) for any of the following losses suffered by You (howsoever caused and whether direct or indirect): loss of profits, loss of revenue, loss of savings (anticipated or actual), loss of contract, loss of goodwill or loss of reputation; or
- c) for any indirect or consequential loss or damage suffered by You.

8.4 Nothing in this Agreement shall operate to reduce Our or Worldline's liability for death or personal injury caused by Our or Worldline's negligence or for fraudulent misrepresentation by Us or Worldline, nor any other liability that We or Worldline owe that cannot be limited by law.

9. Use of Customer Information

9.1 Worldline will collect, store and use any personal information provided by You and/or Cardholders in connection with Your Account ("Your Information") in accordance with the requirements of the Data Protection Act 1998, the General Data Protection Regulation 2016/679 and the Privacy Policy, details of which can be found here.

9.2 Your Information may be used by both Worldline and Us in the following ways:

- a) to set up and maintain Your Account and all records relating to it;
- b) for the administration of Your Account and to process and communicate with You about Transactions on Your Account;
- c) to enable Us, Worldline and third parties to carry out technical, logistical or other functions for the purposes of managing Your Account and the technical and management systems upon which it relies on Our behalf;
- d) to carry out fraud prevention in accordance with Clause 9.3 below;
- e) to carry out credit checking in accordance with Clause 9.4 below;
- f) to enable Us, Worldline and third parties to carry out data analysis with regard to Your Account for Worldline's internal business purposes; and
- g) to conduct marketing activities described in and subject to Clause 9.5 below.

9.3 Worldline and/or other organisations may access and use Your Information and share it with fraud prevention agencies to prevent fraud and money laundering and to verify your identity, for example, when: (i) checking details on applications for credit and credit related or other facilities, (ii) managing credit and credit related accounts or facilities, (iii) checking details on proposals and claims for all types of insurance, and (iv) checking details of job applicants and employees. If false or inaccurate information is provided by You or fraud is identified, details will be passed to fraud prevention agencies and law enforcement agencies may access and use this information. You may be refused certain services, finance or employment as a result of this. Further details of how the information held by fraud prevention agencies may be used are detailed in our Privacy Policy which may be found here. Worldline and other organisations may access and use the information recorded by fraud prevention agencies from other countries.

9.4 Worldline and third parties nominated by Worldline may from time to time use Your Information for credit checking in order to mitigate exposure to bad debts and You agree that records of the searches may be seen by other organisations in relation to any application for credit in the future.

9.5 For marketing purposes Worldline may share Your Information with organisations who are business partners of Worldline.

9.6 By entering this Agreement You confirm Your agreement to the use of Your Information as described in this Clause 9.

10. Amendment of Terms

10.1 We or Worldline are entitled to amend these Terms and Conditions at any time by written notice to You provided that We and Worldline are not entitled to impose any interest charge for credit or any monthly account fee. We will give you written notice either by a written notice on Your invoice stating that new terms and conditions have been posted on the Website or by a separate electronic

communication. It is Your responsibility to check any amendments that are so notified. If You wish to discuss the amended terms and conditions, You must do so within seven (7) days of the change being notified. The amended terms will be deemed to have been accepted seven (7) days after the date of the relevant notice if You have not contacted Us within this period.

11. Notices

11.1 Unless it is stated otherwise in these terms and conditions:

- a)** Notice to be given by You to Worldline under this Agreement must be given either by email or by post to Worldline at the Scheme Address or via Your online Account.
- b)** Notice to be given by Worldline to You may be given by Us or Worldline by email at the email address that you last provided to Us or via Your online Account.
- c)** A notice delivered through Your online Account or by email shall be deemed to have been received at 12pm on the next Business Day following its transmission.
- d)** A notice delivered by first class post shall be deemed to have been delivered two (2) Business Days after the date of posting.
- e)** A notice delivered by second class post shall be deemed to have been delivered five (5) Business Days after the date of posting.

12. Assignment

12.1 We have assigned and transferred to Worldline all Our rights, title, interest and benefit in and to this Agreement and the debt due thereunder including for the avoidance of doubt all our rights in and to receive and retain the Deposit and to receive, collect and enforce the payment of any monies that are or become due to Us from You under this Agreement.

13. General

13.1 Failure by Us or Worldline at any time to enforce any breach of this Agreement shall not be construed as a waiver of Our or Worldline's rights to enforce that breach at any time.

13.2 If any part of this Agreement is deemed void for any reason whatsoever, but would be valid if part of the wording were deleted any such part shall apply with such modifications as may be necessary to make it valid and effective.

13.3 The Agreement shall be governed by the laws of England & Wales and shall be subject to the jurisdiction of the courts of England & Wales.