



## St Helena Pay Service Business Establishment Terms and Conditions

These Terms and Conditions govern the Business Establishment's participation in the Bank of St Helena St Helena Pay Service, for all locations which are approved by Bank of St Helena Ltd ("**the Bank**"). These Terms and Conditions are for the St Helena Pay Service only, and are supplemental to the Account Terms and Conditions applicable to the Business Establishment ("**Account Terms and Conditions**"). If there are any discrepancies between these Terms and Conditions and the Account Terms and Conditions, the Account Terms and Conditions will take precedence.

These Terms and Conditions will be binding on the Business Establishment's personal representatives, heirs, successors and legal assigns.

The Bank reserves the right to amend these Terms and Conditions at any time upon notice to the Business Establishment. Acceptance of a Debit Card after the date, upon which any change to these Terms and Conditions is to have effect, will constitute acceptance by the Business Establishment of any proposed change(s). If the Business Establishment does not accept any proposed change(s), the Bank will terminate use of the St Helena Pay Service by the Business Establishment with effect immediately prior to the date upon which such change(s) is/are to have effect.

The Bank will have the right to make any changes to the St Helena Pay Service which are necessary to comply with any applicable law or legal requirement, or which do not materially affect the nature or quality of the St Helena Pay Service, and the Bank shall notify the Business Establishment in any such event.

### 1 Definitions

**"Business Establishment"** means the Business that accepts the use of Debit Cards using the St Helena Pay Service.

**"Cardholder"** means a customer of the Bank who has been issued with a Debit Card by the Bank, which is approved for use at the Business Establishment.

**"Debit Card"** means the Local Debit Card issued to the Cardholder by the Bank, to undertake on-island banking transactions by electronic means.

**"St Helena Pay Service"** means the complete system offered by the Bank by which on-island only electronic payment for goods/services and cashback can be made by Cardholders and received by the Business Establishment using the Debit Card.

**"Payment Authorisation Form"** means the Payment Authorisation Form provided by the Bank to the Business Establishment for use in manual transactions using the Debit Card.

**"Terminal"** means the card payment device and or printer owned by the Bank and leased to the Business Establishment. Where a separate printer is not owned by the Bank, its maintenance will be the responsibility of the Business Establishment. Bank of St Helena will not support and/or be liable for any equipment used by the Business Establishment, for the St Helena Pay Service that is not owned by the Bank.

**"Transaction"** means a transaction for the purchase of goods or services [or cashback, refunds and pre-authorisations] at the Business Establishment by a Cardholder using the Debit Card.

**"Sales Slip"** means printed receipt from the Terminal confirming the transaction.

**"Call Out Fee"** means fees related to Bank staff providing technical support at Business Establishments.

### 2 Authority to Sign

The Business Establishment agrees that the individual signing the relevant documentation on behalf of the Business Establishment is duly authorised, on behalf of the Business Establishment, to sign and bind the Business Establishment to such Terms and Conditions of the relevant documentation.

### **3 Business Establishment Participation**

Participation in the St Helena Pay Service by the Business Establishment will be subject to the Business Establishment having Wi-Fi internet access. Recommendations will be dependent upon anticipated levels of Transactions using the St Helena Pay Service. It is the Business Establishment's responsibility to ensure that their business has Wi-Fi internet connectivity and to make payment of the associated costs.

The Bank will provide, to the Business Establishment, the Terminal(s) required to allow the St Helena Pay Service to be used by the Business Establishment.

These Terms and Conditions cover the Business Establishment's participation in the St Helena Pay Service for all locations and outlets designated by the Business Establishment and approved by the Bank.

The Business Establishment agrees and confirms that it will permit and accept payment by any Cardholder using the Debit Card, as authorised by the Bank.

The Business Establishment will honour, as far as practicable, Debit Cards, and will not attempt to impose any restrictions, conditions or impose any additional fee on the use or acceptance of Debit Cards.

### **4 Business Establishment Card Account**

Business Establishments participating in the St Helena Pay Service will automatically be assigned a Business Establishment Card Account by the Bank.

All individual Local Debit Card Transactions will be received into the Business Establishment Card Account, debited with the relevant Transactional fees then credited to the nominated Business Establishment Current Account.

### **5 Transaction Acceptance**

When undertaking Transactions using the St Helena Pay Service, the Business Establishment will ensure that the following acceptance procedures are strictly observed and complied with at all times:

- a) The Business Establishment will ensure that Debit Card QR codes (Quick Response codes) are scanned via the Terminal, where an authorisation will be granted or declined online by the Bank. Only an approved Transaction will be accepted by the Business Establishment.
- b) Only in the event that Debit Card QR codes are not readable by the Terminal, manual entry of the Debit Card number is permitted. Transaction authorisation will be granted or declined online by the Bank, and only an approved Transaction will be accepted by the Business Establishment.
- c) Signature based transactions are only permitted in the event that use of the Debit Card cannot be made using the Terminal. In such cases manual Debit Card transactions can be undertaken using the Payment Authorisation Form. Use of a Payment Authorisation Form must be in accordance with condition 7 below. The Business Establishment will obtain the signature of the Cardholder on a Payment Authorisation Form and will always compare it to ascertain that such signature is identical to that appearing on the Debit Card. In the event that the signature differs, or that the Business Establishment believes there to be a discrepancy in the signature, the Business Establishment must decline the transaction and contact the Bank by telephone immediately and promptly make a formal report in writing.
- d) After each successful transaction, the Business Establishment will ensure that the Cardholder receives a copy of the Sales Slip and a duplicate copy is retained by the Business Establishment.
- e) The Bank may at any time require the Business Establishment to prove, to the Bank's satisfaction, that a transaction was authorised by the Cardholder. The Business Establishment must retain the original and/or copy of the Sales Slip for at least 13 months from the date of the Transaction and produce them to the Bank on request. Failure to do so within the timescales given by the Bank may result in the Bank refusing payment.

### **6 Manual Debit Card Transaction**

A manual Debit Card transaction can only be undertaken using a Payment Authorisation Form. When manually capturing Debit Card details for the purpose of a manual Debit Card transaction, the Business Establishment will ensure that the following acceptance procedures are strictly observed and complied with:

- a) A Payment Authorisation Form is legibly completed.
- b) The Business Establishment is not permitted to complete a Payment Authorisation Form for previously declined Cardholder payments.
- c) The Business Establishment will ensure that Payment Authorisation Forms are submitted to the Bank not later than the second working day following the date of the transaction.

- d) Upon receipt of Payment Authorisation Forms, and providing that the forms are received not later than the second working day following the date of the transaction, the Bank will credit the Business Establishment Card Account within two (2) working days, with the value as stipulated on the Payment Authorisation Forms.

## **7 Debit Card Payments by the Bank**

- a) The Bank will credit or debit the Business Establishment Card Account with the value of each successful Debit Card Transaction.
- b) At the end of each business working day the Business Establishment Card Account balances will be automatically swept by the Bank to the Business Establishment's nominated Business Current Account as a total amount.
- c) The Bank will be entitled to refuse payment to the Business Establishment for a Transaction or reject any Payment Authorisation Forms presented by the Business Establishment if:
- i. The Payment Authorisation Form is incomplete or illegible;
  - ii. The Business Establishment has performed a late submission to the Bank of the Payment Authorisation Form for payment;
  - iii. The Cardholder signature is missing or differs from the specimen signature held with the Bank;
  - iv. The transaction is found to be one with a "Declined Authorisation" i.e. where the Business Establishment has been previously notified by the Bank in response to an authorisation request that authorisation is declined;
  - v. The Business Establishment has not complied with these Terms and Conditions;
  - vi. The Payment Authorisation Form was prepared by the use of a forged Debit Card, or by other fraudulent means;
  - vii. Any transaction is fraudulent or involves any other criminal activity; or
  - viii. The Payment Authorisation Form has been completed without using the correct Business Establishment Number provided by the Bank.

## **8 Business Establishment Covenant**

The Business Establishment agrees that:

- a) It will at all times comply with the Terms and Conditions and comply with all instructions issued by the Bank.
- b) It will not reveal, sell, purchase, provide or exchange Debit Card details in any form obtained by reason of Debit Card Transactions to any third party.
- c) It will, at all times, maintain, in good order and keep in safe custody, all equipment provided by the Bank including any Terminal, and will return all equipment provided, including any Terminal upon demand and/or upon termination of the service.
- d) It will use its best endeavour to promote the use of Debit Cards and give its full cooperation to the Bank and Cardholders in connection with the use of the Debit Cards.
- e) It will indemnify and hold the Bank harmless from and against all liabilities, claims, damages, losses, costs and expenses whatsoever arising, directly or indirectly, out of or in any way should its employees obtain, with an intention to defraud, the Debit Card and/or Debit Card PIN from the Cardholder through any means.
- f) It will indemnify and hold the Bank harmless from and against all liabilities, claims, damages, losses, costs and expenses whatsoever arising, directly or indirectly, out of or in any way connected to the Business Establishment's negligent act or omission in the operations of the St Helena Pay Service.
- g) It will in no way operate in any fraudulent or criminal manner.
- h) It will provide the Bank with copies of financial accounts, supplier invoices, customer contracts and such other documentation as the Bank may from time to time request for the purpose of assessing and managing credit and fraud risks.

## **9 Start Smart Card Use**

A Start Smart Account and Card is available to parents or guardians of individuals living on St Helena Island and Ascension Island aged thirteen years (13) to thirteen years (17). The card is identifiable as a Start Smart Card with the words printed on the card 'Start Smart (name of card holder)'.

Cashback Services are not a feature available to Start Smart Cards nor can a Start Smart Card be used at Bank's Teller Card Services to withdraw or pay-in to the account.

The Card is signed by the legal parent / guardian of the child and will not be acceptable for Payment Authorisation Form submissions to the Bank.

## 10 Tourist Card Use

The Bank of St Helena Tourist Card is available to visitors to St Helena Island and Ascension Island for use with St Helena Pay. Tourist Card users do not have a Bank Account with Bank of St Helena and are not eligible for the use of Payment Authorisation Forms to make payment at Business Establishments.

## 11 Call Out

The Bank will use its reasonable endeavours to offer support to the Business Establishment in relation to the St Helena Pay Service during the following hours:

Monday to Thursday 08:30 – 19:00

Friday to Saturday 08:30 – 21:00

Sunday 08:30 – 13:00

Call Out services requested outside of normal business working hours (08:30 – 16:00, Monday to Friday) will incur a Call Out Fee. See the Bank's Rates, Fees and Charges brochure for applicable Call Out Fee.

For support during normal business working hours contact Card Services on telephone number (+290) 22829 or for support outside of normal business working hours please contact Card Services on telephone number (+290) 51373.

## 12 Disclosure of Information and Confidentiality

These Terms and Conditions and all related matters and all information relating to Cardholders must be kept confidential by the Business Establishment at all times and it will not disclose such confidential information to any third party unless such disclosure is mandatory by law.

The Business Establishment will keep confidential any information received from the Bank that is not publicly available in relation to these Terms and Conditions and the use of the St Helena Pay Service by the Business Establishment.

## 13 Termination

Either the Bank or the Business Establishment may give not less than seven (7) normal business working days' notice, in writing, in advance to the other to terminate use of the St Helena Pay Service by the Business Establishment.

The Bank can terminate or suspend, in whole or in part, use of the St Helena Pay Service by the Business Establishment immediately, if:

- a) fraudulent or other criminal activity is suspected by the Business Establishment;
- b) the Business Establishment commits a material breach of these Terms and Conditions or the Account Terms and Conditions; or
- c) the Business Establishment becomes insolvent or ceases, or suspends, or threatens to cease or suspend to carry on all or a substantial part of its business.

## 14 Compliance with Laws

These Terms and Conditions will be governed by the Laws of St Helena and the parties hereby agree to submit to the exclusive jurisdiction of the St Helenian Courts. The Business Establishment agrees to comply with all laws, regulations and rules applicable to Business Establishments in St Helena.

## 15 Information and Anti-money Laundering

As part of the Bank's obligations to anti-money laundering, the Business Establishment agrees to provide all information and documents requested by the Bank for this purpose, and for fraud prevention. The Bank may share information provided by the Business Establishment with other parties in cases of suspected fraud, money laundering, counter terrorist financing and other financial crimes, for the purpose of minimising credit risk and for verification of identity.

## 16 Third Party Service Providers

The Business Establishment acknowledges that the provision of the St Helena Pay Service by the Bank is dependent on the provision of services by third parties. Except to the extent agreed in these Terms and Conditions, the Bank will not be responsible for or liable to the Business Establishment for any failure to provide the St Helena Pay Service (for whatever reason or in whatever circumstances), other than default or negligence on the part of the Bank, if such failure occurs as a direct result of the termination, suspension or other failure of the provision of services by a third party.

The Bank may suspend all or part of the St Helena Pay Service because of security concerns. The Business Establishment accepts that its ability to use or access the St Helena Pay Service may occasionally be interrupted and the Bank will not be held responsible for or liable to the Business Establishment for any such interruption.

## 17 Electronic Data Capture (EDC) (Terminals)

The Business Establishment agrees to allow authorised Bank staff to enter any of the premises owned or used by the Business Establishment to install, inspect, repair, service or remove any Terminal for any reason.

If the Business Establishment is stationery (i.e. not a mobile business such as taxis), they will not move any Terminal to any new location or outlet without prior notice and providing the proposed new location or outlet has been approved by the Bank in writing within five days of movement.

All Terminals will remain the property of the Bank at all times. The Business Establishment will take responsible care of all Terminals and return to the Bank immediately upon demand.

The Business Establishment agrees to take all necessary steps to prevent any person from acquiring any rights to any Terminal and to indemnify the Bank against any loss and expense arising from the acquisition of such rights by any person. The Business Establishment further agrees that it will not, nor will it permit any other person to, tamper, reverse-engineer, or otherwise misuse any Terminal and will inform the Bank should any such activity occur, as soon as practicable.

The Business Establishment agrees to reimburse the Bank up to a maximum of £400 per Terminal for each lost or damaged Terminal whether or not the lost or damaged Terminal resulted from causes within the Business Establishment's control. This includes but is not limited to damage caused by:

- a) The use of any Terminal for purposes other than those agreed;
- b) Alterations and attachments to any Terminal which are not authorised by the Bank;
- c) The acts or omissions by the Business Establishment, the Business Establishment's employees, other representatives or contractors;
- d) The neglect or otherwise improper care or operation of any Terminal by the Business Establishment; or
- e) Fire, theft, or other causes.

The Business Establishment will promptly make a Police report, and inform the Bank in writing, in the event of any lost or damaged Terminal.

The Business Establishment agrees not to assign, transfer or sell the services provided by any Terminal, not to allow any other party to use any Terminal or to benefit from the Terminal, unless otherwise agreed to in writing by the Bank.

The Business Establishment will operate any Terminal only in accordance with instructions provided by the Bank from time to time.

The Bank agrees to provide initial training to the Business Establishment's current, authorised staff in the operations of any Terminal at the time of installation. The Business Establishment agrees to train new staff after the initial training.

The Business Establishment will promptly inform the Bank of any faults with any Terminal. The Business Establishment will not attempt to repair or rectify any such faults with any Terminal.

The Bank will not be responsible or liable in any way for any loss or damage arising directly or indirectly suffered by the Business Establishment arising out of, or due to, faults or delay in response by any Terminal.

## 18 Card Data Security

The following provisions regarding the processing of Transactions apply:

- a) It is the Business Establishment's obligation to ensure security and protection from unauthorised individuals obtaining Cardholder or Debit Card details.
- b) Under no circumstances may the Business Establishment store the magnetic strip data from any Debit Card.
- c) Immediately upon suspected or known breaches of the Business Establishment's systems the Business Establishment must:
  - i. Identify the cause of the event and immediately notify the Bank [by telephone immediately and then promptly confirmed in writing];
  - ii. Isolate or unplug any affected systems from the network involved in the St Helena Pay Service;
  - iii. Tighten security controls pertaining to the network relating to the St Helena Pay Service (to the satisfaction of the Bank).
- d) The Business Establishment must ensure that any hardware utilised for the purpose of the St Helena Pay Service, does not retain its original passwords before employing it for Transactions using Debit Cards. The Business Establishment must also ensure that all passwords used by it in connection with the St Helena Pay Service are changed on a regular basis.

## 19 Liability of Business Establishment

Except as otherwise set out herein, the Business Establishment will indemnify the Bank, and keep the Bank indemnified, against any claims, losses, costs, expenses and liabilities (including any regulatory fines for non-compliance) which the Bank may suffer or incur of any nature whatsoever (including in contract and in tort) in connection with the St Helena Pay Service as a result, directly or indirectly, of anything done or omitted to be done by the Business Establishment or any person acting on behalf of the Business Establishment.

The Business Establishment will indemnify the Bank, and keep the Bank indemnified, on demand in respect of any and all claims, costs, losses, expenses and liabilities which the Bank may suffer or incur which in any way, directly or indirectly, arise as a result of:

- a) the Business Establishment's failure to observe obligations under these Terms and Conditions, including any supporting documentation provided by the Bank;
- b) any dispute relating to a Transaction between the Business Establishment and a Cardholder;
- c) any error, negligence or fraud relating to a Transaction by the Business Establishment, the Business Establishment's employees or contractors; or
- d) any damage to, or loss of, any Terminal the Bank supplies, due to neglect or misuse by the Business Establishment.

## 20 Cardholder Disputes

The Business Establishment will at its own expense provide the Bank with all information and assistance which the Bank may reasonably require in relation to any transaction between the Business Establishment and any Cardholder. The Bank shall have complete discretion to decide whether or not to resist or defend any claim made against the Bank by any Cardholder or whether to compromise any such claim and the Bank's decision shall be binding on the Business Establishment.

As between the Bank and the Business Establishment, the onus shall be upon the Business Establishment to prove to the Bank's satisfaction that any transaction was authorised by the Cardholder.

## 21 Transaction in Error

If the Business Establishment believes that a transaction has been transacted in error it will be the responsibility of the Establishment to follow through with the customer. The Bank will aid, if necessary, however the confidentiality of the customer will be protected at all times, therefore the Bank will have complete discretion to decide whether or not to assist.

## 22 Liability of Bank

- a) Nothing in the contract shall limit or exclude the Bank's liability for:
  - i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - ii. fraud or fraudulent misrepresentation; or
  - iii. any other liability which cannot be limited or excluded by applicable law.

- b) Subject to condition 19(a) above, the Bank shall not be liable to the Business Establishment, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms and Conditions or the provision of or failure to provide in whole or in part the St Helena Pay Service for:
- i. loss of profits;
  - ii. loss of sales or business
  - iii. loss of agreements or contracts
  - iv. loss of anticipated savings
  - v. loss of use or corruption of software, data or information;
  - vi. loss of damage to goodwill; and
  - vii. any indirect or consequential loss.

### 23 Joint and Several Liability

If the Business Establishment comprises more than one person then the liability of such persons shall be joint and several, and if such persons are a partnership then any act or omission of any one partner shall be deemed to be an act or omission of all the partners.

### 24 Customer Data Security

Bank of St. Helena Ltd. takes customer security very seriously. Bank employs a wide range of measures to help keep customers protected, including multiple firewall solutions, data encryption, and fraud detection tools, you are ultimately responsible for the security of your data when engaging with our services. For further information see the Bank’s Customer Data Security Guidance available from Bank offices and from the website, [www.sainthelenabank.com](http://www.sainthelenabank.com).

**I/we hereby agree to the above Terms and Conditions in the provision of the St Helena Pay Service:**

<b>Signature One</b>	<b>Date</b>
<b>Signature Two (where required)</b>	<b>Date:</b>