

PRODUCT TERMS (UK) | PAY360 HARDWARE

1. SCOPE.

1.1 These Product Terms apply whenever Customer purchases Hardware from Capita as detailed in the Product Order.

1.2 The terms and conditions that apply to the Hardware consist of the Master Terms, these Product Terms, and the applicable Product Order.

1.3 In some cases additional or modified rights to those provided in these Product Terms will be included in a Product Order.

2. DEFINITIONS AND INTERPRETATION.

2.1 Capitalised terms used in these Product Terms but not defined below are defined in the Master Terms.

“Acceptance Certificate” means a document signed by an authorised officer of the Customer certifying that acceptance tests have been successfully completed pursuant to Clause 5;

“Agreement” has the meaning given in the Product Order.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England.

“Charges” means the fees and charges applicable to the Hardware as set out in the Product Order together with such other charges as are notified to Customer by Capita from time to time.

“Force Majeure” means any event beyond the reasonable control of Capita including, without limitation, strikes, labour disputes, acts of God, war, riot, pandemic, epidemic, civil commotion, malicious damage, fire, flood and storm;

“Hardware” means the hardware to be supplied to the Customer specified in Clause 3 and the Product Order, and any additional hardware procured by Customer from Capita under the Agreement;

“Hardware Maintenance” means those services, excluding any consumables supplied by Capita at the Customer’s request, specified in the Product Order;

“Location” means the Customer's office(s) at which the Hardware is to be installed pursuant to this Agreement and shall (where the context permits) include any other location as the Customer may use from time to time.

3. HARDWARE SUPPLY.

3.1 Subject to the terms of the Agreement and subject to the payment of the Charges, Capita will supply the Hardware to the Customer in accordance with the Hardware description, quantities and Charges specified in the Product Order and the delivery dates and installation dates specified in the Product.

3.2 The Customer shall ensure that all necessary work at each Location is completed fourteen (14) days prior to the scheduled date of installation of the Hardware concerned. The Customer shall, at its own expense, provide necessary tele-communication facilities unless otherwise specified in the Product Order. If Capita is unable to complete the installation of the Hardware due to any act or omission of the Customer, the Customer shall bear Capita's reasonable charges for additional storage, carriage and installation of the Hardware and Capita shall not be liable to the Customer for any delay in completing the installation of the Hardware.

- 3.3 On completion of the installation of the Hardware, acceptance tests will be conducted in accordance with Clause 5.
- 4. HARDWARE MAINTENANCE.**
- 4.1 Capita shall provide Hardware Maintenance at the Location in respect of the Hardware, for the period(s) and subject to the payment of the Charges specified in the Product Order.
- 4.2 In the event that the Hardware:
- 4.2.1 is or has been used in connection with any hardware, software or consumables not supplied or approved in writing by Capita; or
 - 4.2.2 has at any time been maintained, altered, modified or adjusted by persons other than Capita, its employees or its authorised agents; or
 - 4.2.3 is or has been used in breach of any of the provisions of this Agreement; or
 - 4.2.4 requires maintenance or an increase in normal maintenance service time by reason of the fault or negligence of the Customer, or for any other reason other than normal use;
- then Capita shall have the right if, in its sole discretion, it repairs or replaces the Hardware, to levy such additional charges as are reasonable.
- 4.3 The Customer shall:
- 4.3.1 maintain a current back-up copy of any software or data in case of loss or damage during the performance of the Hardware Maintenance Services and Capita shall have no liability in respect of such software of data during the performance of the Hardware Maintenance Services;
 - 4.3.2 ensure that the Hardware is installed in a suitable environment with appropriate facilities;
 - 4.3.3 use the Hardware only in accordance with published specifications and Capita directions and permit only trained and competent personnel to use the Hardware;
 - 4.3.4 notify Capita immediately where the Hardware does not operate correctly;
 - 4.3.5 permit, at its own expense, Capita full access to the Hardware and provide adequate working space and skilled staff support and reasonably necessary telecommunication facilities. Should Capita be delayed in gaining access to the Hardware, it may levy supplementary charges in accordance with its standard scale of Charges;
 - 4.3.6 establish a single authority for placing fault requests for Hardware Maintenance and notifying Capita of any movements of the Hardware. If, at its discretion, Capita responds to an unauthorised Customer representative, it may levy supplementary charges in accordance with its standard scale of Charges;
 - 4.3.7 not store or use the Hardware except at the Location without Capita's prior written consent (such consent not to be unreasonably withheld). All Capita assistance required in connection with any relocation will be deemed to be Additional Services.
- 5. ACCEPTANCE TESTS.**
- 5.1 Capita and the Customer shall perform initial tests upon the Hardware in accordance with the Product Order. Upon satisfactory completion of the initial tests, written notice thereof shall be given to Capita by the Customer and within fourteen (14) days

- from the date of receipt by Capita thereof, the Customer shall commence acceptance testing of the Hardware in accordance with the Product Order. The Customer shall forthwith sign and deliver to Capita an Acceptance Certificate (in the format as determined by Capita) upon satisfactory completion of the acceptance tests. The date of such signature shall be the acceptance date of the Hardware. In the absence of such signature, acceptance will be deemed to have taken place within seven (7) days following the completion of the acceptance tests.
- 5.2 If the Hardware fails to satisfy the acceptance tests referred to in Clause 5.1, Capita shall use its reasonable endeavours to ensure that the Hardware successfully completes a re-run of the acceptance tests which shall be re-commenced no later than ten (10) Business Days following the failure of the initial acceptance tests.
- 5.3 In the event that (for reasons other than Force Majeure or an act or omission of the Customer) the Hardware fails to pass the acceptance tests within fifteen (15) Business Days of completion of the acceptance tests referred to in Clause 5.2, the Customer may, without prejudice to its other rights hereunder, terminate its order for the Hardware in accordance with the terms of the Agreement.
- 5.4 Capita warrants that at the date of the satisfactory completion of the acceptance tests the Hardware will be in good working order and conform to published specifications applicable thereto save for any part of the Hardware modified or repaired by the Customer or used in an improper manner or any defect caused by the act or omission of the Customer. This warranty also applies to replacement Hardware parts supplied by Capita as at the date of installation.
- 6. TITLE.**
- 6.1 Title to the Hardware shall not pass to the Customer until payment of the Charges in respect of the Hardware has been discharged in full.
- 6.2 Risk in the Hardware shall pass to the Customer upon delivery at the Location or any other place specified by the Customer and agreed by Capita for delivery.
- 7. NOTICES.**
- 7.1 Customer acknowledges and agrees that Capita may act on email notices or instructions which reasonably appear to originate from Customer or Customer's authorised employees or agents, and that Capita shall have no responsibility for, and hereby disclaims all liability with respect to, any claim that such notices or instructions did not originate from Customer or its authorised employees or agents.
- 7.2 For the purposes of this Section 7, "notice" shall include any request, demand, instruction, communication or other document.