

Instruction to your bank or building society to pay by Direct Debit



Please fill in the form using a ball point pen and send it to:

FIS Payments (UK) Ltd
P.O. Box 3232
Cumbernauld
G67 1YU
Scotland

Service User Number

4 3 3 7 3 1

Name(s) Account Holder(s)

Reference

Instruction to your bank or building society

Please pay FIS Payments (UK) Ltd re **Stax Trade Centres Ltd** Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this instruction may remain with FIS Payments (UK) Ltd re **Stax Trade Centres Ltd** and if so, details will be passed electronically to my bank or building society.

Bank / building society account number

Branch sort code

Name and full postal address of your bank / building society

To the manager bank / building society

Address:

Postcode:

Signature(s)

Date

Banks and building societies may not accept Direct Debit instructions from some types of account.

This guarantee should be detached and retained by the Payer.



The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit FIS Payments (UK) Ltd re Stax Trade Centres Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request FIS Payments (UK) Ltd re Stax Trade Centres Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by FIS Payments (UK) Ltd re Stax Trade Centres Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society – If you receive a refund you are not entitled to, you must pay it back when FIS Payments (UK) Ltd re Stax Trade Centres Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

1. Definitions
The following phrases shall have the following meanings attributed to them throughout this Agreement:
"Account" means the Company credit facility granted to the Customer at its absolute discretion under this Agreement.
"Account Credit Limit" means the total amount of credit to be made available to the Customer to spend using any Card.
"Agreement" means these Terms and Conditions and the information contained in the Application Form.
"Application Form" means the application form completed by the Customer and sent to the Service Provider, applying for an Account.
"Card" means the Company card(s) issued by the Service Provider on the Company's behalf for use to purchase the Company's Goods.
"Card Holder" means a person or persons in possession of a valid Card and authorised by the Customer to use it on the Customer's behalf.
"Company" means Stax Trade Centres Ltd.
"Customer" means a person, partnership or body corporate who is a party to this Agreement and in whose name the Account is to be held. Where the Customer is an individual and there is only one Card Holder, references below to the Card Holder shall also mean the Customer and vice versa.
"Goods" means any combination of a number of goods and/or services that the Company has agreed can be purchased by the Customer by use of a Card.
"Service Provider" means FIS Payments (UK) Ltd, 51/53 Hagley Road, Edgbaston, Birmingham, B16 8TU. FIS Payments (UK) Ltd, provides a service on behalf of the Company, which includes but is not limited to, assessing a Customer's suitability for an Account, processing an application and administering the account on behalf of the Company. Other than in accordance with clause 10.2 the Service Provider shall act as the agent of the Company for the purposes of this Agreement.

2. Authorisation to Use Card
2.1 The Service Provider will use a score based assessment when determining whether to grant an Account.
2.2 If the Customer is accepted for a Card, it is on the basis that the Customer agrees to comply with and to ensure that the Card Holder complies with the terms of this Agreement.
2.3 Signature on an Application Form (or electronic copy of any document) and/or Card, or use of a Card by the Customer or Card Holder constitutes acceptance of the terms of this Agreement by the Customer.
2.4 Purchases may only be made (and authorised) up to the Account Credit Limit at the relevant time.
2.5 The Service Provider shall determine the Account Credit Limit in its sole discretion and will notify the Customer of the same from time to time.
2.6 The Service Provider may increase or decrease the Account Credit Limit at any time.
2.7 Subject to Clause 7.2, the Customer is also liable for any use of the Card in excess of the Account Credit Limit.
2.8 The granting of a Card shall be at the absolute discretion of the Service Provider on behalf of the Company.

3. Use
3.1 Upon receipt of a Card, the Card Holder must sign the Card and call the Service Provider to activate it, according to the instructions issued with the Card.
3.2 Card(s) may only be used for the purchase of Goods for trade purposes.
3.3 The Card may only be used by the Customer or an authorised Card Holder until the date of expiry (where appropriate) or cancellation, and the Customer is responsible for the safe keeping of the Card and any misuse of the Card.
3.4 Subject to Clause 7, the Customer will always remain liable to pay for any transactions that occur on the Card, whether or not the Customer shall use it.
3.5 If the signature panel on the back of the Card is defaced or has been incorrectly completed, according to these instructions or any on the Card, it may be confiscated by the Company when presented for purchase.
3.6 Possession of the Card does not confer any right on the Customer or Card Holder to receive the Goods or to receive credit.
3.7 The Customer must retain the VAT receipt; no copy of the VAT receipt will be provided by the Service Provider.
3.8 Prior to commencing any transaction for the purchase of Goods using a Card, the Card Holder must first produce the Card to the Company representative, or ordering by telephone (or any other means), quote the Card number and the Customer's name and address. The Company may require the Card Holder to provide evidence to verify the name and address of the Customer and/or the Card Holder (such as business bank statement, utility bill, driving licence, etc).
3.9 Where the Card Holder is present, the Card Holder must sign the sales voucher presented at time of purchase, but neither a failure to do so, nor the breach of any of the conditions herein, shall relieve the Customer from liability to the Company.
3.10 The Service Provider may decline to authorise a transaction made using the Card. The Company or the Service Provider are not required to provide the Customer with a reason why a transaction has been declined. The Company or Service Provider are not required to give the Customer prior notice but will advise them as soon as practicable that a transaction is not being authorised. In declining to decline the authorisation of a transaction, the Service Provider will take into account any information obtained under Clause 12 below, any relevant use and payment history in relation to the Card and any other relevant information which the Company or Service Provider holds or is aware of in relation to the Customer.
3.11 The Company or Service Provider reserves the right to accept or decline any form of application received by electronic means, and where accepted, the application will be a valid agreement between the parties irrespective of whether an original signed application is subsequently received or not.
3.12 The Company or Service Provider may accept as sufficient authority for any purpose an instruction telephoned or otherwise given to the Company or Service Provider by a person who holds themselves out to have authority to do so.
3.13 If the Customer or the Card Holder authorises a delivery to be made to any address, the delivery will be properly made without the signature of the Customer or the Card Holder.

4. Payments
4.1 A statement showing all the amounts to be debited, and any credits or refunds, will be sent to the Customer on a monthly basis. The Direct Debit will be indicated on the Customer's bank account as FIS Payments (UK) Ltd, Stax Trade Centres.
4.2 Unless specifically agreed with the Service Provider in writing, the Customer will pay the Company the amount due in full by Direct Debit in accordance with the Direct Debit mandate agreed by the Customer and the Service Provider on or immediately after the 25th of each month or on such other date as may be agreed by the Service Provider and the Customer, (the "Due Date").
4.3 Interest on any outstanding balance after the Due Date until settlement will be charged at 5% per month above the base rate of the Bank of England or part thereof up to judgment date (where applicable).
4.4 Where an amount remains outstanding after the Due Date, this Agreement may be suspended or terminated at the Service Provider's discretion, all Cards issued to the Customer may be cancelled immediately and all amounts owing in respect of any Card will become immediately payable by the Customer.
4.5 If a Customer exceeds the Account Credit Limit, the Service Provider reserves the right to suspend the use of the Account and/or Card(s) until the balance is paid in total or the amount above the Account Credit Limit is paid, whichever is the earlier. The Company or Service Provider may cancel the Account and use of the Card(s) if the misuse continues.
4.6 The Customer shall also be liable for the cost to the Company or Service Provider in the event of assignment under Clause 10.2, the cost to the Service Provider of enforcing any of its rights against the Customer and any expenses incurred as a result of the Customer or a Card Holder failing to comply with any of its obligations under this Agreement.
4.7 Where the Customer requests the Company or Service Provider to retrieve copies of statements, the Customer must take place in more than one of the date of the request, or where the Customer requests the Company or Service Provider to provide copies of sales vouchers, the Company or Service Provider reserves the right to charge the Customer a reasonable administration charge to reflect the Company's or Service Provider's costs in retrieving the information. For the avoidance of doubt, the Company or Service Provider is under no obligation to the Customer to retrieve copies of statements or sales vouchers for transactions but will make reasonable efforts to do so. Inability to provide copies on request will invalidate the Company's or Service Provider's rights under this Agreement.
4.8 Payments by the Customer and any credits or refunds due will be applied

in payment of any expenses incurred in accordance with Clause 4.6, then interest, due, and finally in reducing the amount of the remaining balance. No claim by the Customer against the Company or Service Provider shall be the subject of any set-off or deduction against the payment due.

5. Waiver
Any waiver or indulgence will not affect the Company's or Service Provider's rights under this Agreement.

6. Termination
6.1 Without prejudice to the provisions of Clause 9, on termination of this Agreement by the Company or Service Provider for any reason, all monies due and owing by the Customer to the Company or Service Provider shall become due and payable immediately. All Cards shall be cancelled, cut in two and returned to the Company or Service Provider.
6.2 The Company or Service Provider (on behalf of the Company) may terminate this Agreement at any time and without providing a reason to the Customer.
6.3 Each Card remains the property of the Company and may at any time render it inoperable and/or cancel it and request its return.

7. Loss or Theft
7.1 If any Card is lost or stolen (including constructive theft as a result of a person in possession of a Card having ceased to be a Card Holder through termination of employment or otherwise), the Customer shall immediately notify FIS Payments (UK) Ltd, Customer Services, 6th Floor, Fleming House, 2 Tryst Road, Cumbernauld, G67 1YU.
7.2 Other than as stated below, the Customer shall not be liable to pay for purchases made with that Card after the time of the telephone notification in accordance with Clause 7.1. The Customer shall remain liable to pay all purchases made using the Card before the time of telephone notification. In the event that the Customer fails to confirm in writing such loss or theft within 7 days as aforesaid or if the loss or theft arose in whole or in part due to fraud by or deliberate wrongful act or neglect of the Customer or Card Holder, then the Customer shall remain liable for all payments arising from use of the Card in question by any person.
7.3 The Customer shall give the Service Provider all the information in their possession as to the circumstances of the loss or theft and take all reasonable steps to assist the Service Provider to recover the missing Card including notifying the police in respect of such loss or theft so as to obtain a crime reference number or lost property number.
7.4 The Service Provider shall be entitled to charge and the Customer agrees to pay £5 per replacement Card required in the event of loss, theft, damage to or deterioration of a Card.
7.5 Subject to Clause 7.1, the liability for any purchases made using a copied or counterfeit Card will remain with the Customer.

8. Written Notice
The Customer will give immediate written notice to the Service Provider of any change of address or bank details. Written notice to the Service Provider shall be deemed duly served 48 hours after it is posted to (as appropriate) the Service Provider or the Customer's last known address.

9. Variation and Cancellation
9.1 The Service Provider undertakes to inform the Customer by written notice of any alterations to this Agreement or the permitted use, or cancellation of the Account and Card as soon as practicable.
9.2 The use of any Card after the Service Provider has given written notice of any change in these Terms and Conditions shall be deemed to be an acceptance of such varied Terms and Conditions by the Customer.
9.3 The Company or Service Provider may cancel a Card on the Customer's written request and demand the return of the relevant Card to the Service Provider cut in half for security purposes. Cancellation of a Card for whatever reason shall be without prejudice to the Customer's liability in respect of the Card's use prior to such termination or cancellation. Cancellation of the Card is not closure of the Account, which cannot be undertaken until any outstanding balance has been paid.
9.4 If the Customer has any dispute about any Goods they have purchased using the Card, they must bring them to the notice of the Company as soon as practicable. The Customer must supply the Company with copies of any evidence supporting the claim. Any claim must be made in accordance with the Company's standard conditions.

10. Assignment
10.1 The Company, but not the Customer, is entitled to assign, transfer or subcontract all or any of its rights, interests or obligations hereunder. The Customer authorises the Company to disclose to any such third party relevant details concerning the Customer and the Customer's Account.
10.2 The Company hereby gives notice to the Customer that where a Direct Debit mandate is rejected by the Customer's bank or the Service Provider is otherwise unable to collect the Direct Debit, the Company assigns all rights to the outstanding debt to the Service Provider who will be entitled to take any action necessary to obtain payment of the debt by the Customer.

11. Force Majeure
The Company shall not be liable if they or their sub-contractors or agents are unable to perform their respective obligations due to any cause outside their control including (but not limited to) the generality of the foregoing) the failure of any data processing or other system or equipment or transmission link.

12. Disclosure and Data Protection
12.1 The Company and Service Provider reserve the right to request further information from the Customer (and the Customer shall supply such information immediately on request) where it deems it necessary to enable the Service Provider (on the Company's behalf) to make decisions with regard to the Customer's application for an Account or the running of the Account.
12.2 The Customer authorises the Company to disclose at any time to the Service Provider or the Company's other agents or subcontractors any information necessary to enable the performance of obligations or enforcement of rights under this Agreement including, but not restricted to, information which is provided by the Customer or is in relation to the Account.
12.3 The Customer consents to any information being stored electronically and processed by the Company or Service Provider in relation to this Agreement or any future authorisation of transaction. In particular, the Service Provider may retain information relating to transactions and payment history in order to assist it when making future decisions about the Customer with regard to this Agreement or otherwise.
12.4 The Service Provider may, before the Company enters into this Agreement, search the files of credit reference agencies, which will keep a record of the enquiry. The Service Provider may also use credit-scoring methods to assess this application and to verify the Customer's identity, and may decline any application without explanation.
12.5 The Service Provider (on behalf of the Company) may also disclose details about the Customer's conduct of this Agreement to the credit reference agencies. Such details are then only used to make decisions on the Customer, or for fraud prevention, tracing debts or prevention of money laundering.
12.6 Information about the Customer and this Agreement may be used by the Company or Service Provider and by other companies associated with the Company to enable the Company to receive communications, including information about products and services that the Customer can obtain with the Card. Communications may be made by post, telephone or e-mail or any other reasonable means. Should the Customer not wish to receive any such communications, please write to the Company, Units 1-4, Wardley Industrial Estate Holloway Drive, Worsley, Manchester, M28 2JA.

13. Scope of this Agreement
This Agreement is for the application and provision of a trade account for use by a business for the purposes of purchasing Goods from the Company. This Agreement is not an Agreement for credit as defined by the Consumer Credit Act 1974.

14. The Law
14.1 This Agreement and any dispute arising out of or in connection with it or its subject matter or funding (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of England.
14.2 The Parties agree to submit to the jurisdiction of the English Courts.

15. Fees
Annual Fee of £15.00 payable on acceptance.



Stax

TRADE CENTRES

PAYMENT CARD



Flexibility and control for your business

- ✓ Manage your business expenses
- ✓ Up to 60 days interest free credit
- ✓ Convenient monthly payments
- ✓ Extra cards for employees

PAYMENT CARD CREDIT APPLICATION FORM

APPLY FOR YOUR STAX
PAYMENT CARD TODAY
AND BUY THE PRODUCTS
YOU WANT, WHEN YOU
WANT THEM, WITHOUT
THE NEED FOR CASH.

**An easy way to manage your
business expenses:**

Up to 60 days interest-free credit

Supporting cash flow for your business expenses

Use at any Stax branch

The products you need in easy reach with six trade centres nationwide

Convenient and easy monthly payments

Clear your balance by direct debit at the end of each month and there's no interest to pay

Extra cards at no extra cost

Manage your employees' spend by providing them with their own Stax Payment Card

Plus...

There's no pre-set spending limit and no interest fees. Simply pay your card in full each month and stay on top of your finances.

Please note a £15 annual fee

APPLYING IS EASY!

- Complete the application form and Direct Debit mandate
- Drop the form in at your local Stax Trade Centre or post to the address shown on the Direct Debit mandate
- Your application form will be processed by our credit team
- You will receive your Stax Payment Card within days
- Start using your card with immediate effect

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“My five employees all have a Stax Payment Card and work across the country, so I can keep a clear track of my total business spend and easily manage my expenses each month”

Luke Roberts, Electrician

APPLICATION FORM

ISSUING BRANCH*	ACCOUNT NO.*
CONTACT NAME*	D.O.B.*
COMPANY NAME*	
COMPANY ADDRESS*	
	POSTCODE*
BUSINESS TEL NO.*	FAX NO.
COMPANY EMAIL ADDRESS*	
HOME ADDRESS IF NOT A LIMITED COMPANY	
	POSTCODE
PREVIOUS ADDRESS IF LESS THAN 3 YEARS	
	POSTCODE
MAIN CONTACT NAME*	NUMBER OF YEARS TRADING*
MAIN CONTACT NAME POSITION*	MOBILE NO.*
COMPANY REGISTRATION NO.*	VAT NO.
TYPE OF BUSINESS* (E.G. BUILDER)	
MONTHLY CREDIT LIMIT REQUIRED PER ACCOUNT* (£)	
ADDITIONAL CARD HOLDER NAMES: 1.	
2.	
3.	
Declaration - I / We have read the terms and conditions overleaf and I/we agree and understand that the supplier shall not be obliged to accept this application, nor give any reason for refusing the same, nor to enter into any correspondence in regards hereto.	
SIGNED*	DATE* / /
NAME OF SIGNATORY*	
POSITION HELD*	

APPLICATION CHECKLIST

In order to ensure that your application is completed as quickly as possible, please check that you have:

- Completed all your details in BLOCK CAPITALS
- Completed and signed the Direct Debit Instruction
- Read and agreed to the terms and conditions overleaf
- ALL areas marked with a * MUST be completed

Please return the completed application form to either your nearest branch or address overleaf

Please note there is a £15 annual fee