

GoCardless Merchant Agreement

This Agreement was updated on 10 January 2018. If you signed up on or after 10 January 2018, you will be bound by this version of the Agreement. If you signed up before 10 January 2018, you will be bound by this version of the Agreement from 11 March 2018 onwards. You can find the most recent prior version of this Agreement [here](#), or you can request that we provide you with a copy of the Agreement.

We know that terms & conditions can be lengthy and difficult to read, so adjacent to each section of legal terms (the numbered paragraphs, with no background), we've set out (in a light grey box) a brief, plain-English summary of the key points for that section of the legal terms. **Note that the legal terms will always be the binding terms, and the explanation (in the light grey boxes) is there to help you understand the legal terms, but is non-binding.** Any questions, please get in touch via our usual support contact options.

If there is a conflict between this agreement and the website terms of use, these terms will prevail.

In a nutshell, we promise to provide you with payment processing services, and you promise to be nice, pay amounts due to us and provide us with information we need. The relationship between us is also totally separate from the relationship you have with your customers to provide goods or services – we're not involved in the actual supply of any goods and services to your customer and any disputes about those should be resolved directly between you and that customer. We have no involvement in or liability for the contractual arrangements between you and your customers.

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Applicability of this Agreement

Depending on the size of your business, certain parts of this agreement may or may not apply to you.

If your business is a Micro-Enterprise, then all of the provisions of this Agreement will apply to you.

If your business is not a Micro-Enterprise, or at any time ceases to be a Micro-Enterprise, then the following clauses will not apply in this Agreement:

45 – which relates to the revision of Fees;

51 – which relates to a cap on your liability under clause **53**; and

109 – which relates to the period of notice GoCardless is required to give you if it changes or adds to the terms of this Agreement.

Setting up a GoCardless Account

We'll let you use GoCardless so long as you complete all our checks and provide all the information we need.

Once your account is open, you give us permission to process payments and do everything else we need to do for you.

We do not get involved in the actual supply of goods/services, or the provision of support to your customers, all of which is governed by the agreement between you and your customers. It follows that ordinarily, we cannot initiate a refund requested by one of your customers – you must log in to your GoCardless account and process these yourself. An exception to this rule is if we need to stop providing you with services. In any event, you shouldn't use the refund capability of your account for anything other than a genuine refund to your customers of amounts they've already paid to your GoCardless account.

However, a customer can call their bank and claim under the Direct Debit Guarantee (or similar guarantees available outside of the UK), and cancel their payment. If this happens, you'll need to contact the customer directly if you've already provided goods/services and they still owe you money.

We sometimes limit the value of payments you set up using your GoCardless account, particularly where your account behaviour is unusual

1. GoCardless Ltd (referred to as '**GoCardless**', '**we**' or '**us**') provides a service that enables suppliers (that's '**you**', also referred to as the '**Merchant**') to set up and receive secure direct debit payments from their end customers (a '**Customer**'), over the internet. We also allow you to monitor the payments that you receive through GoCardless. We do not provide a service that enables you to accept payment for non-commercial purposes.
2. This document sets out the terms and conditions of the agreement ('**Agreement**') between you and GoCardless for the payment services provided by GoCardless. These terms and conditions are available on our website and you may ask for a copy of them at any time while you have an account with us.
3. Subject to the remainder of this Agreement, GoCardless will provide you with a GoCardless Account.
4. You acknowledge and agree that:
 - a. in order to set up a GoCardless Account, you must satisfy GoCardless' know-your-customer and anti-money laundering requirements and any other checks we deem necessary, as further detailed in this Agreement;
 - b. GoCardless may carry out ongoing screening and checks to monitor the your presence and reputation in the press and media. Where GoCardless reasonably determines that the findings of such screening and checks are adverse, GoCardless may either, in its sole discretion, require that you satisfy GoCardless' know-your-customer and anti-money laundering checks, suspend the your access to your GoCardless Account or terminate this Agreement, in accordance with the provisions of this Agreement.
 - c. you shall provide reasonable information and assistance to GoCardless in order to set up the GoCardless Account including the Account Information;

- d. you may sign up as an individual (sole trader) or as a business entity such as a limited company or partnership, in which case any individual who signs up on behalf of the limited company or partnership must be authorised to act on behalf of it;
- e. other than upon termination of this Agreement, GoCardless cannot initiate refunds of payments made to your GoCardless Account on behalf of a Customer, and can only process them when requested to do so by you and, if a Customer cancels its Payment Scheme Mandate or any Payment Order you must seek payment direct from the Customer for any goods or services supplied;
- f. you must not utilise any refund capability of the GoCardless Service for anything other than bona fide refunds requested by or appropriate to a particular Customer in relation to a specific Transaction. For example, you must not refund an amount greater than that paid by any Customer;
- g. by setting up a GoCardless Account, you consent to GoCardless providing the GoCardless Service and processing Payment Orders and cancellations or Chargebacks in relation to Customer payments;
- h. the use of the GoCardless Account and the supply of the GoCardless Service will not create any liability on the part of GoCardless in respect of the supply of goods or services by you to a Customer and you will remain directly liable in relation to such supply;
- i. therefore, you are also solely responsible for providing support and related services to your Customers for all issues related to that supply of goods or services, including (but not limited to) all issues arising from processing Customer payments through the GoCardless Service; and
- j. GoCardless may apply limits from time to time to the value of the Payment Orders that can be made in relation to your GoCardless Account.

Verification of your GoCardless Account

Before we can pay any funds out to you, we need to verify your business, your identity and your bank account. We'll typically ask for a range of documents and information to help us do this – for example all your company details, and key persons' personal identification documents. When we're verifying this information, we may share details with third parties such as referencing agencies.

You should be aware that if you process any payments prior to us having confirmed verification, if we cannot complete verification to our satisfaction, those payments may be cancelled or reversed.

You will also need to give us the details of the bank account you want your funds sent to, and that account must meet certain requirements.

We aren't obliged to offer any services to you, and our decision as to whether to do so is entirely our decision

5. Before we can pay out any amounts to you, we must verify your identity (and that of individuals related to the running of any legal business entity), your business and your Nominated Account(s), to our satisfaction ("Verification"). If you initiate any Transactions prior to completion of Verification, this is entirely at your own risk and you acknowledge that those Transactions may be cancelled or reversed if Verification cannot be completed to our satisfaction.
6. To complete Verification, we will require you to provide certain information including, for example and without limitation:
 - a. your company registration number and address, and other company information such as information on directors or proof of incorporation;
 - b. personal details including date of birth, name and residential address, of you and any directors or other members of your company;
 - c. officially issued documentation such as a driving licence, government ID card, passport or similar, and/or proof of address such as a utility bill;
 - d. documentation such as bank statements, financial accounts and statements, and other information relating to the viability, business model and operating history of your business;
 - e. we may ask you to transfer to us or receive a small payment so that we can check you have control of the Nominated Account.
7. In addition, you must inform us which Nominated Account(s) you would like us to settle funds to in respect of Transactions processed under a Payment Scheme. Each Nominated Account must:

- a. be located in the same country as the source of the Transaction funds;
 - b. accept deposits in the same currency as the relevant Transactions; and
 - c. be held in the name of your business.
8. Our determination as to whether or not to provide you with the GoCardless Service is final and we are not obligated to provide you with the GoCardless Service.
 9. In the event that we cannot complete Verification within a time period determined by and acceptable to us, we may immediately close your GoCardless Account and terminate this Agreement upon notice to you. Upon such termination, we may, at our complete discretion, reverse or cancel or advise your Customers to reverse or cancel any Transactions.
 10. We will not always provide specific detail regarding any failed Verification when providing notice of termination in order to protect, amongst other things, the details of our Verification processes, and the GoCardless Service generally
 11. You acknowledge and authorise us to pass information, and obtain additional information about you and all those related parties for whom you provide information in relation to Verification, to and from certain third parties including identification, credit referencing and monitoring agencies. Information shared may include personal details such as your name, email address, date of birth, address, credit history and other information. Any such passing of information will be done always in accordance with GoCardless' [Privacy Policy](#). We may update information about you and related parties from time to time to inform our decision as to whether to continue providing the GoCardless Service to you.
 12. Before providing you with the GoCardless Service, we may, at our absolute discretion, require a personal guarantee from a director or other principal of a business, or from

another entity, for Fees, Authorised Deductions and all other funds owed under this Agreement. If this is the case, we'll get in touch with you

Use of your GoCardless Account

There are certain things you can't do with your GoCardless account.

For example, you can't use it to do anything illegal or to do things that we class as 'Restricted Activities'. This is pretty important, so please check the list in the definitions at gocardless.com/legal/restrictions – if you do these things or do anything that might bring GoCardless in to disrepute, we might need to stop providing you with services. If you're not sure whether you would be carrying out a Restricted Activity, please get in touch with us.

If you are found to be carrying out Restricted Activities at any time, we may terminate your account immediately (see the Termination section) and may need to return funds to your customers.

13. You are prohibited from:
 - a. selling or transferring your GoCardless Account;
 - b. allowing third parties other than the Authorised Users to access your Account Details;
 - c. using your GoCardless Account to collect Personal Data relating to a Customer without first obtaining the Customer's express permission;
 - d. using your GoCardless Account in any way which is unlawful;
 - e. collecting, accessing or storing any of the customer's bank details unless authorised to do so by the Customer; and
 - f. using or permitting the use of your GoCardless Account to carry out any Restricted Activity; if you're unsure as to whether your use might constitute a Restricted Activity, please contact us.

14. You will be responsible for all acts and omissions of the Authorised Users in relation to the GoCardless Service and acknowledge that GoCardless cannot monitor which individual is using the GoCardless Account and as such cannot restrict access on a per-user basis.

Keeping your GoCardless Account secure

Keep your GoCardless Account details safe, please and make sure you take sensible measures such as choosing strong passwords and changing them regularly.

Unless you tell us that your details have been breached, we'll assume that all use of your GoCardless Account is authorised.

15. You must take reasonable steps to keep your Account Details safe and to prevent fraudulent use of your GoCardless Account and must ensure that the Authorised Users of the Account Details take the same reasonable steps.
16. The reasonable steps referred to in clause 15 will include but not be limited to:
 - a. keeping Account Details and any paperwork relating to the GoCardless Account in a secure location;
 - b. not writing and keeping the Account Details down together;
 - c. updating passwords for the GoCardless Account on a regular basis and in any case at least once every 6 months;
 - d. ensuring that passwords for the GoCardless Account are sufficiently strong, by using a combination of words, numbers, symbols and upper and lower case letters (providing such password is not the same as the username);
 - e. taking reasonable care to ensure that third parties do not oversee or overhear the use of the Account Details;
 - f. immediately terminating the use of the Account Details of any third party who is no longer an Authorised User; and
 - g. informing GoCardless without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Account Details, at which point you must immediately change all passwords for the Account Details.
17. You agree that GoCardless is entitled to assume that any party using the Account Details to access the GoCardless Account is an Authorised User, unless you inform GoCardless that the security of the Account Details have been breached as required by clause **16g**.

18. Unless you instruct us otherwise, GoCardless will be responsible for all Payment Pages and Payment Notifications;
19. Where you are able to and do:
 - a. design and/or host Payment Pages (rather than using the GoCardless designed and hosted Payment Pages); or
 - b. design and/or send your own Payment Notifications, you must do so in accordance with all relevant law and regulation, including the relevant Payment Scheme rules and guidance, and in accordance with any instructions or guidelines provided by GoCardless, which may include requiring you to display certain terms and conditions on or in those Payment Pages and/or Payment Notifications.
20. You further agree that you will not commence collecting any information using your own designated Payment Pages until these are approved by GoCardless, and will not change those Payment Pages without first having them approved by GoCardless

The API

You can use our API in line with the [documentation we provide for it](#), but not in any other way. We might require you to update certain software to work with the service.

21. GoCardless will provide you with access to the API and the Documentation.
22. You must not use the API in any way which breaches the requirements and restrictions contained in the Documentation, or which constitutes a Restricted Activity, and we may ask you to install or update certain software in order to ensure the proper functioning of the API.

Our Trade Marks and Intellectual Property

We might allow you to use certain trade marks belonging to us, in which case you must use them in accordance with our guidance. All intellectual property connected with the service belongs to us.

23. We may make certain logos, trade marks and similar devices owned by GoCardless or its affiliates available for use by you on a temporary basis (the “GoCardless Marks”). If so, you agree to only use the GoCardless Marks in accordance with the guidelines found at <http://brand.gocardless.com/>, as may be updated from time to time. As and when any new GoCardless Marks are released, you must ensure you are using the latest versions.

24. You may only use the GoCardless Service in a manner consistent with this Agreement. All intellectual property in the GoCardless Service including that protected by, without limitation, copyright, design right, patents, trade secret and other laws, is and remains the property of GoCardless. Should you make or suggest improvements or changes to the GoCardless Service, you agree that any intellectual property in such suggestion is the property of GoCardless and that GoCardless may exploit such intellectual property as it sees fit.

Processing Payments

We'll process payments as any competent payment provider would.

We transfer money we collect from you to our bank account first, and then on to your account in accordance with the timings set out on our payment scheme timings page – these vary depending what country you're asking us to collect money in. Note that these timings can be delayed if your account performance has been poor (e.g. you've seen a high level of chargebacks), or if you've been placed in our monitoring programme.

It's important to note that before we pay any cash out to you, we'll first deduct the fees that you owe us in relation to those payments, and also any charged-back amounts or other money that your customers have claimed back from us.

25. Subject to the requirements and conditions in this Agreement GoCardless will provide you with the GoCardless Service.
26. Upon receipt of a Customer's Payment Order, GoCardless will transmit the Payment Order to the Customer's bank in accordance with Good Industry Practice.
27. GoCardless will use reasonable endeavours to:
 - a. set up Payment Scheme Mandates and Payment Orders; and
 - b. transfer payments to and from the GoCardless Client Account and the Nominated Account(s),

in each case by no later than the time periods set out in the Payment Scheme Timings to the extent such actions are within its control.
28. In order for GoCardless to process payments we need to obtain certain information:
 - a. For the purposes of collecting payments from your Customers you must provide either provide us with a name and email address for each Customer, and you have the option to stipulate a payment reference for each payment. Where you are initiating a refund, you must ensure that this is to the correct customer.
 - b. For the purposes of transferring payments from the GoCardless Client Account to your Nominated Account(s) you must provide us with the relevant bank details – for example bank account number and sort code, or IBAN (as applicable). This information will normally be provided by you in the sign-up flow.

It is your responsibility to ensure that the information set out above and provided by you is accurate and up to date. You must notify us as soon as possible if you become aware that such information is incorrect or where there

has been a change to any of the information previously provided.

By providing us with the Nominated Account details referred to above during the sign-up flow, or at any later date, you will be deemed to have consented to us transferring payments to that Nominated Account in accordance with the provisions of this Agreement and the Payment Scheme Timings.

29. Funds received by GoCardless from the Customer's bank in satisfaction of a Payment Order will be:
 - a. held in the GoCardless Client Account in order to safeguard your money;
 - b. allocated to your GoCardless Account before being paid out to you; and
 - c. subject to GoCardless first deducting all Authorised Deductions and any other amounts GoCardless is authorised to deduct in accordance with the terms of this Agreement, and subject to all Verification being complete, transferred to the Nominated Account in accordance with and by no later than the time periods set out in the Payment Scheme Timing, as adjusted by any Monitoring Programme requirement.

30. We may suspend payouts to your Nominated Account(s) or otherwise amend the Payment Scheme Timings applicable to your payouts if, in our opinion, we think such suspension or amendment is required, for example, as a result of excessive or anticipated excessive Chargebacks and/or refunds, pending disputes, other suspected fraudulent or otherwise suspicious activity related to your GoCardless Account. We will notify you of such suspension via email or phone unless to do so would be unlawful or we have grounds to suspect fraudulent or any other form of criminal use of your GoCardless Account.

31. You acknowledge that you are not due and will not be entitled to receive any interest on funds that are held by GoCardless on your behalf.

Cancellations and Refunds

If you set up a payment but then want to cancel it, you need to let us know by a particular time – see our [payment timings page](#) for details and then let us know by emailing help@gocardless.com.

If your customer cancels a payment, we won't owe you anything, even if you've provided products/services. However, we will let you know about these cancellations via your dashboard or the API.

If your customer contacts you wishing to cancel a payment, you should cancel it with us in accordance with the same [payment timings](#).

Remember that your customers can go to their bank and request cancellation of a payment made via GoCardless. We can't challenge these cancellations unless we've made an administrative error. This is the case even if you have supplied goods/services to your customer and they are in breach of a contract with you as a result of cancelling their payment with their bank – the dispute is a contractual one directly between you and that customer. Remember that we will claim back any amounts we're out of pocket as a result of these chargebacks and you agree to make us whole

32. If, for any reason, you wish to cancel a Payment Order or Payment Scheme Mandate, you must notify GoCardless in accordance with the relevant Payment Scheme Timing. Notice for these purposes can be given by email to help@gocardless.com or using the contact details on the GoCardless Site.
33. If a Customer cancels their Payment Scheme Mandate or Payment Orders in accordance with the relevant Payment Scheme Timing, GoCardless will have no obligation to pay you in respect of such cancelled Payment Order and no liability to you in respect of such cancellation.
34. GoCardless will inform you as soon as reasonably practicable of any Payment Orders cancelled by the Customer by displaying information via your GoCardless Account or through the API.
35. If a Customer cancels any order or contract to which a Payment Order relates directly with you, you must:
 - a. inform GoCardless as soon as reasonably practicable (in which case GoCardless will not process the Payment Order if Payment Scheme Timings allow); or
 - b. refund directly to the Customer the sums received by you in connection with the Payment Order; or
 - c. ask GoCardless to process a refund to the Customer from your GoCardless Account.
36. If GoCardless receives written notice from you that a Customer Payment Order has been cancelled, we may notify the Customer of such cancellation.
37. You acknowledge that GoCardless is not able to recover or challenge any Chargeback that relates to a Payment Order that has, from an administrative standpoint and in relation to the Payment Scheme, been submitted correctly. For example, if a Customer initiates a Chargeback that results in that Customer being in breach of their contract with you,

GoCardless cannot challenge the Chargeback or recover the funds to which that Chargeback relates.

38. You shall indemnify GoCardless against any losses, costs, claims, damages and expenses suffered or incurred by GoCardless as a result of or in connection with any failure by you to obtain all consents and authorisations from Customers, or to provide them with any information necessary for the lawful processing of Payment Orders.

39. You shall indemnify GoCardless in respect of any amounts and costs incurred as a result of any Chargeback, claim or refund (fraudulent or otherwise) initiated by a Customer and that GoCardless is obliged to make under the relevant Payment Scheme Rules. For the avoidance of doubt, GoCardless may not claim under this indemnity where any amounts or costs incurred arise as a result of GoCardless' negligence, default, mismanagement or mistake.

Deductions, Payments and Invoicing

We'll deduct all amounts you owe us from money we pay out to you. This includes the fees and any other amounts such as chargebacks and refunds.

If for any reason we can't deduct these amounts from payouts we make to you, we can invoice you for those amounts and you agree to pay us back straight away. This is the case even after termination of the agreement between us.

If you have selected a GoCardless Service plan that includes a monthly fee, we'll invoice you for that amount separately.

40. You agree to pay us the Fees in the following manner:
 - a. we will invoice you for the monthly fee component of the Fees (where applicable), which will become due and payable 30 days following the issue of such invoice by us; and
 - b. the Transaction fee component of the Fees will be deducted from the funds received by GoCardless from your Customer's bank in satisfaction of a Payment Order, prior to GoCardless transferring the funds to your Nominated Account in accordance with the relevant Payment Scheme Timings, as adjusted by any Monitoring Programme requirement.
41. You authorise GoCardless to deduct (a) the Authorised Deductions from any sums payable by GoCardless to you under the terms of this Agreement at all times, and (b) the Fees.
42. If you process Transactions under multiple Payment Schemes, you acknowledge that different Fees apply in relation to each Payment Scheme.
43. Where it has been agreed with you that the Transaction fee component of the Fees will vary depending on the number of Transactions processed, you acknowledge that Transactions processed under different Payment Schemes cannot be aggregated for the purposes of calculating the Fees.
44. Where you choose a GoCardless Service plan that is different to the plan you selected at the date of entering into this Agreement, you acknowledge that the Fees for the new plan will be prorated from the date upon which GoCardless implements that change in GoCardless Service plan for your GoCardless Account.
45. We reserve the right to revise our Fees at any time, upon no less than two months' written notice to you. If you do not

notify us to the contrary before the date on which the proposed changes will enter force, we will deem you to have accepted that revision of our Fees. You will have the right to terminate this Agreement immediately and without charge during the period in which we have given you such notice up until the date on which those changes will come into force.

*Please note that if you are **not** a Micro-Enterprise, then this clause will not apply to you, meaning that we may revise our Fees at any time and those revisions will take effect from the date we notify you that they will be revised.*

46. Notwithstanding section **45** above, if you have connected your GoCardless Account via the API or some other mechanism to a third party's services, then the provisions around notification of Fees set out in the GoCardless Connected Merchant Agreement will apply.
47. If the amount of any Authorised Deductions and/or Fees (including, without limitation, following the termination of this Agreement) exceeds the amount of any sums payable by GoCardless to you, GoCardless may invoice you for the difference. The amounts set out in any such invoice are due and payable immediately.
48. Unless otherwise agreed by us, you agree to pay any invoiced Fees to us by way of direct debit and will set up a direct debit mandate as and when requested by GoCardless.
49. You are able to view a full history of payments made to your Nominated Account by logging in to GoCardless.

Unauthorised Payments

With the best will in the world, bad things can happen, and it may be payments are set up using your GoCardless Account that you haven't authorised – let's call these 'unauthorised payments'.

If you notice any unauthorised payments on your GoCardless Account that you've not set up, let us know straight away.

So long as you let us know, and you've taken care of your account details, we'll refund the amounts charged in relation to any unauthorised payments like this but won't be liable to you for anything else.

If you have lost your details, you'll be liable to us for a total of £50 in relation to each unauthorised payment. However, if you've acted fraudulently, or haven't kept your details secure, there's no cap on the amount you owe us in relation to each unauthorised payment.

50. You must notify GoCardless without undue delay (and in any event within 13 months of the execution of the relevant Unauthorised Payment Order) upon becoming aware of any Unauthorised Payment Order by notifying GoCardless by email to help@gocardless.com or by phone using the support contact details provided on the GoCardless Site.

51. Provided that you have notified us in accordance with clause 50 and subject to clause 53, GoCardless will repay the amount of any sums paid out pursuant to an Unauthorised Payment Order and any related interest and charges but will have no further liability to you.

52. if the Unauthorised Payment Order arose from the use of lost, stolen or misappropriated Account Details and we are required to repay sums in accordance with clause 51 above, you will be liable for a proportion of these sums up to a maximum of £35.

Please note that if you are not a Micro-Enterprise then this will not apply to you, meaning that your liability under this clause 52 will not be limited.

53. You will be liable to GoCardless for any and all losses, costs and expenses suffered or incurred by GoCardless as a result of any Unauthorised Payment Order in circumstances where:

- a. you have acted fraudulently; or
- b. you have, with intent or gross negligence, failed to comply with your obligations under this Agreement in relation to the security of the Account Details.

54. You will have no liability to GoCardless in relation to any Unauthorised Payment order where:

- a. The execution of an Unauthorised Payment Order occurs after you have notified GoCardless that your Account Details have been lost, stolen or misappropriated; or

- b. GoCardless has failed to provide you with the means to notify us of the loss, theft or misappropriation of the Account Details (except where such failure arises wholly or mainly due to factors outside GoCardless' reasonable control or our compliance with relevant law).

Incorrectly Executed Payments

We try super-hard to never muck up. However, in very rare instances, we might process a payment you have set up incorrectly – let's call those payments 'incorrectly executed payments'.

If you notice any incorrectly executed payments, let us know asap and definitely within 13 months of the incorrectly executed payment. Do this via email to help@gocardless.com or by phone using the contact details provided on the [GoCardless website](#).

Once you've let us know, we'll attempt to find out what went wrong and where the money is.

If we're at fault, we'll either refund the payment so that things are back in the state they would have been had the incorrectly executed payment never taken place, or, if we've missed a payment we'll set it up properly when we can.

Note though that if we can show we did nothing wrong and we did what was asked of us, there's not a lot we can do and we suggest you speak with the relevant bank/payment provider.

55. You are solely responsible for reconciling your Transactions and Payment Orders with your accounts and actual bank transactions.
56. You must notify GoCardless as soon as reasonably practicable (and in any event within 13 months of the relevant Incorrectly Executed Payment Order) upon becoming aware of any Incorrectly Executed Payment Order by notifying GoCardless by email to help@gocardless.com or by phone using the support contact details provided on the GoCardless Site.
57. If you inform GoCardless that there has been an Incorrectly Executed Payment Order, GoCardless will make reasonable efforts to trace the relevant funds and notify you of the outcome.
58. GoCardless will be liable to you in respect of any Incorrectly Executed Payment Order which results from GoCardless' failure to comply with its obligations under this Agreement in which case GoCardless will as soon as reasonably practicable:
 - a. refund the amount of the Incorrectly Executed Payment Order and restore the relevant account to the state in which it would have been had Incorrectly Executed Payment Orders not taken place; or
 - b. if the Incorrectly Executed Payment Order has not been executed at all, correctly execute the Payment Order.

In each case, GoCardless will not be liable for the correct execution of a Payment Order if it can prove that the payment service provider of the intended recipient (e.g. the payment service provider that operates the Nominated Account) has received the funds in accordance with the Payment Order.

Suspected Fraud

You have to tell us if you think someone's doing bad, fraudulent things with your GoCardless Account.

On our side, if we suspect there's something fishy going on in relation to a payment – for example, that it's fraudulent, or breaches laws, regulations or rules applicable to direct debits, we may decide to not process that transaction and/or take certain other actions, such as informing the payer to charge a payment back.

We may also share information about you and/or your transactions with enforcement agencies, governments etc. if we suspect any fraudulent activity.

59. You must notify GoCardless as soon as reasonably practicable if you become aware of any fraudulent or other illegal activity on the part of a Customer (including, without limitation, money laundering or terrorist financing) by emailing GoCardless at help@gocardless.com or by phone using the contact details provided on the GoCardless Site.
60. Where the following is not in breach of your obligations under the Data Protection Law, you agree that you will, upon request, provide GoCardless with all information in your possession about any Customer that GoCardless reasonably suspects may be fraudulent.
61. If we suspect that any Transaction is fraudulent, is in violation of this Agreement, law or regulation, or the relevant Payment Scheme, or is likely to expose either GoCardless, or any other party to harm, we reserve the right not to process that Transaction, and if the Transaction has already been processed, to reverse it if possible to do so, and/or to advise your Customer to claim such funds back resulting in a Chargeback that you would be liable for. In addition, you grant us permission to provide any law enforcement, government or similar agency or body with information about you, your Transactions and any other information we hold about you if we suspect that your account has been used or is likely to be used in the manner set out above. We may do all of these things even following termination of your GoCardless Account and this Agreement.

Law enforcement and other demands

We may receive legal demands for your information or funds, and may respond to such demands at our discretion, sharing information or transferring funds as required. We won't owe you anything if we do this. Where we can, and it doesn't put anyone at risk (including us), we'll look to inform you of the request.

62. GoCardless respects your privacy and your role as a data controller. However, we reserve the right to respond to any demand, order, request or legal instrument from any government, law enforcement or similar agency that we believe is valid (a "Legal Process Request"). We are in no way liable to you or any other party, whether for indirect or direct losses or otherwise, as a result of our compliance or non-compliance with any Legal Process Request.
63. We may deliver funds relating to or deriving from your use of the GoCardless Service and/or information where required to do so by or in connection with a Legal Process Request. Where we are permitted to do so, and unless to do so would, in our sole and absolute discretion, put the security of the GoCardless Service or any individual at risk, we will use reasonable endeavours to provide you with notice of any such Legal Process Request.
64. If we need to contact you in respect of suspected fraud or any other security threat we will do so in the manner that we deem to be most secure in the circumstances, which could be through your GoCardless Account, the API or by email or phone.

Warranties

We promise to do what is reasonably expected of us to provide you with payment services.

You promise to make sure you're doing what you should be to process payments and to get information from your customers to do so.

65. GoCardless does not warrant that the GoCardless Service will be uninterrupted or error free, but will use reasonable commercial endeavours to provide the GoCardless Service.
66. You warrant that:
 - a. you will comply with your obligations under this Agreement;
 - b. you will comply with the rules of each relevant Payment Scheme and all applicable law;
 - c. you will obtain all consents and authorisations necessary for the lawful processing of Payment Orders;
 - d. the name provided when registering to use the GoCardless Service, and in relation to Verification, is the full legal name of your business under which you sell goods and services;
 - e. you will ensure that all obligations to your Customers are fulfilled, and that you will resolve all complaints or disputes directly with your Customers;
 - f. you will not undertake any Restricted Activity; and
 - g. you will comply with all applicable legal and regulatory requirements in relation to your use of the GoCardless Service.

Liability

We don't promise anything other than what we explicitly state in this agreement, and the most we'll ever owe you are the fees you've paid to us in the 3 months leading up to any incident resulting in you having a claim against us. There are certain things we can't limit liability for according to law, and so we don't limit liability for those things!

67. All conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the GoCardless Service are excluded to the extent permitted by law.
68. Subject to clause 69, the entire liability of GoCardless arising out of or in connection with the supply, non-supply or delay in supplying the GoCardless Service or otherwise in connection with this Agreement, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited in respect of each event or series of connected events to the amount of the Fees due to GoCardless in the three (3) calendar months preceding the date on which the first such event or events occurred.
69. Nothing in this Agreement shall operate to exclude or restrict either Party's (or that Party's employees' or agents') liability for:
 - a. any matter which cannot be limited or excluded by law;
 - b. death or personal injury resulting from negligence; or
 - c. fraud, deceit or fraudulent misrepresentation.

Third party services

You may use third party providers to provide services which relate to your GoCardless account, but GoCardless is not liable for the actions of those third parties and you alone bear the risk of using their services.

70. You may utilise third party services that connect directly to your GoCardless Account via the API or other mechanisms. GoCardless is not responsible for any aspect of such service, including security, availability, support or functionality. You use such services at your own risk, and are responsible for all Transactions initiated or otherwise affected by such service.
71. You agree that, where you utilise the GoCardless Service through such third party services that connect directly to your GoCardless Account via the API or other mechanisms, you will be bound by the terms and conditions set out in the GoCardless Connected Merchant Agreement, in addition to this Agreement.
72. If there is a conflict between this Agreement and the GoCardless Connected Merchant Agreement solely in relation to your use of the GoCardless Service via such third party services, the GoCardless Connected Merchant Agreement will prevail.

Suspension of your Account and the Services

We may suspend services we provide to you in a number of circumstances, for example, if you breach this agreement, become insolvent, don't pay us, act fraudulently, or take payments for one of the things we said we didn't want you using our service to take payments for.

Assuming that the reasons for the suspension are resolved, we will begin providing you with the service again. If we can't resolve the issues that have arisen, we may have the ability to terminate our agreement with you and to stop providing you with services.

73. GoCardless will be entitled to suspend or withdraw your right to use the GoCardless Service and the API where:
- a. you are in breach of any of your obligations under this Agreement;
 - b. you have breached your obligations in respect of the security of your GoCardless Account or GoCardless has reasonable grounds to suspect such breach;
 - c. you have used the GoCardless Service or the API to carry out any Restricted Activities;
 - d. you suffer an Insolvency Event or GoCardless reasonably suspects that you will do so;
 - e. you fail to pay to GoCardless when due any sum payable to us under this Agreement;
 - f. you have used the GoCardless Service or the API in a manner which is unlawful;
 - g. there has been unauthorised or fraudulent use of your Account Details or GoCardless has reasonable grounds to suspect such fraudulent or unauthorised use;
 - h. while GoCardless is conducting anti-money laundering or similar checks on you, until those checks are resolved to GoCardless' satisfaction; or
 - i. it is required to do so by law or regulation.
74. Where any of the factors for suspension referred to above cease to exist then, unless GoCardless exercises its rights to terminate this Agreement in light of such factors, GoCardless will, as soon as reasonably practicable, reinstate your access to the GoCardless Service and the API but may require you to change the Account Details.

Monitoring Programme

We monitor your account, including to check that you don't have an unacceptable number or volume of chargebacks. If you do have a high number/volume of chargebacks, there are increasingly severe implications, all aimed at helping you reduce your chargebacks while reducing the risk you expose GoCardless to.

Level 1 kicks in where you have chargebacks totaling between 1% and 3% of total transaction volume or value in any 30 day period. At this level, we'll contact you via email and give you one month to reduce your chargebacks to less than 1%, and you should keep them at that level for at least 2 months. If you don't do this, we can terminate our agreement with you.

Level 2 is similar, but applies where your chargebacks are between 3% and 5%. In addition to the steps we take for Level 1, we'll also expect to speak to you over the phone, and you will receive money owed to you (less all amounts you owe us) 30 days later than usual.

Level 3 is our most severe and we hope never to see you in this level. It applies where your chargebacks are between 5% and 7%. The implications are similar to Level 2, although if you don't reduce your chargeback level to less than 1% within one month, we may terminate your account immediately. In addition, you will receive money owed to you (less all amounts you owe us) 60 days later than usual.

75. GoCardless monitors the status of Your GoCardless Account in order to ensure, amongst other things, that your use of the GoCardless Service does not result in a level of Chargebacks that is unacceptable to GoCardless.
76. Where either Claim Percentage is greater than or equal to 1%, and both Claim Percentages are less than 3%, you will be placed in to "**Level 1**" of the Monitoring Programme, which will have the following effects and requirements:
 - a. You will receive one email notification indicating your being placed in to Level 1 of the Monitoring Programme;
 - b. You will be required to achieve the Acceptable Claim Percentage by no later than the date falling 1 month from the date of the email notification referred to at clause **a**, and shall maintain the Acceptable Claim Percentage for a further 2 months; and
 - c. Should you fail to achieve the Acceptable Claim Percentage in the period set out at clause **b**, GoCardless may terminate this Agreement with 2 months' written notice to you.
77. Where either Claim Percentage is greater than or equal to 3%, and both Claim Percentages are less than 5%, you will be placed in to "**Level 2**" of the Monitoring Programme, which will have the following effects and requirements:
 - a. All requirements listed for Level 1 of the Monitoring Programme, and in addition;
 - b. You will be required to, as soon as practicable, attend a phone call with the GoCardless fraud team to discuss the Claim Percentages; and
 - c. Transfers to your Nominated Account, as referred to in clause **28c** will be transferred to the Nominated Account within 30 days of the relevant Payment Scheme Timing.

If your chargebacks go above 7%, we can terminate our agreement with you immediately and stop serving you.

It's important to note that if you move from one Level to a higher Level, you still need to bring chargebacks down below 1% within one month of your first entering the Monitoring Programme. This means you can't drop down Levels until you actually leave the monitoring programme.

78. Where either Claim Percentage is greater than or equal to 5%, and both Claim Percentages are less than 7%, you will be placed in to "**Level 3**" of the Monitoring Programme, which will have the following effects and requirements:
 - a. All requirements listed for Level 1 and Level 2 of the Monitoring Programme, other than those listed at clauses **73c** and **74c**, and in addition;
 - b. Should you fail to achieve the Acceptable Claim Percentage in the period set out at clause **75b**, GoCardless may terminate this Agreement immediately upon written notice to you; and
 - c. Transfers to your Nominated Account, as referred to in clause **28c** will be transferred to the Nominated Account within 60 days of the relevant Payment Scheme Timing.
79. Where either Claim Percentage is greater than or equal to 7%, GoCardless may terminate this Agreement immediately upon written notice to you, and may initiate Chargebacks and/or refunds to all Customers.
80. Where you are already in one Level of the Monitoring Programme, should you increase Levels, no time period for achieving the Acceptable Claim Percentage will be reset.
81. It is not possible for you to reduce the Level of the Monitoring Programme applicable to you until the Acceptable Claim Percentage has been met as detailed above.

Termination

You accept these terms as soon as you sign up for an account with us, or start using the service.

You can terminate this agreement by giving us one month's notice in writing (email us at help@gocardless.com). We need to give you two months' notice if we'd like to terminate because we feel like it.

If either of us commits a material breach (i.e. a serious one!) of this Agreement, and the person breaching doesn't fix it within 28 days of being told about the breach, the other party can terminate.

In addition, we can terminate immediately if you go insolvent or it looks like you're about to, and also if you don't work yourself out of a relevant Monitoring Programme Level. We may also terminate your account if we aren't able to complete verification of your business, or if your use of our service might pose a high risk to us.

We'll always do what we can to help you move to a new Direct Debit provider – for example by signing a bulk change deed or other instrument.

82. You will be deemed to have accepted the terms of this Agreement as soon as you sign up for a GoCardless account, or start using the GoCardless service, as appropriate.
83. You may terminate this Agreement on one months' written notice to GoCardless.
84. Either Party may terminate this Agreement with immediate effect by giving notice to the other Party if the other Party commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within 28 days of that Party being notified of the breach.
85. GoCardless may terminate this Agreement:
 - a. on two months' written notice to you;
 - b. **with immediate effect** if you suffer an Insolvency Event;
 - c. **with immediate effect** if we determine, in our absolute and sole discretion, that you are not eligible to use the GoCardless Service because of the risk presented to GoCardless (including, but not limited to, fraud, Chargeback or other risk, or if you are unable to successfully complete Verification);
 - d. immediately if GoCardless reasonably determines that the findings of any ongoing checks and screening relating to the your presence or reputation in the media or press are adverse;
 - e. in accordance with the terms of the Monitoring Programme; and
 - f. with immediate effect, if you have undertaken a Restricted Activity or GoCardless has reasonable grounds to suspect Restricted Activities have taken place.
86. For the purpose of this Agreement, a Party suffers an "Insolvency Event" if:

- a. it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- b. it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that Party with one or more other companies or the solvent reconstruction of that other Party;
- c. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that Party with one or more other companies or the solvent reconstruction of that other Party;
- d. that Party (being an individual) is the subject of a bankruptcy petition or order;
- e. a creditor or encumbrancer of that Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- f. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over that Party (being a company);

- g. a floating charge holder over the assets of that Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - h. a person becomes entitled to appoint a receiver over the assets of that Party or a receiver is appointed over the assets of the other Party;
 - i. any event occurs or proceeding is taken with respect to that Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses **83a** through **83b** inclusive; or
 - j. it suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
87. Where this Agreement is terminated in accordance with clauses **83**, **84**, or **85** above, GoCardless will use reasonable endeavours to assist you in promptly moving to another direct debit supplier, which assistance shall include but not be limited to the following actions where to do so would not be a breach of law, regulation or applicable Payment Scheme Rules:
- a. providing you with a machine-readable list of each of your Customers and their Payment Scheme Mandate details; and
 - b. entering in to a bulk change deed, or similar document required by the relevant Payment Scheme in order to facilitate a bulk transfer to another direct debit supplier.

Consequences of Termination

When this agreement with you terminates, a number of things happen or may happen.

First, if we suspect fraud, that you are going insolvent, or we have anti-money laundering concerns, we can return any amounts we haven't already paid out to you to your customers.

We can also invoice you for any amounts you owe us, and those amounts are due immediately.

You need to read the rest of this termination provision in line with the agreement – not all rights and obligations end just because the contract has.

88. On termination of this Agreement for any reason:
- a. in the event that GoCardless is unable or unwilling to make payments to you as a result of concerns relating to fraud, insolvency, anti-money laundering or other regulatory or legal requirements, GoCardless may refund or otherwise return, or recommend that Customers Chargeback amounts that have been collected from Customers by GoCardless but not paid out to you;
 - b. you will not be able to initiate any further Transactions and, at GoCardless' sole discretion, may be unable to access the GoCardless Service;
 - c. any licence relating to intellectual property granted to you will cease, and use of any GoCardless Marks by you must cease;
 - d. we reserve the right to delete all of your information and data stored by us or our sub-processors and sub-contractors, but we are under no obligation to do so and we will not be in any way liable to you for any compensation, reimbursement or damages in relation to the deletion of your information or account data;
 - e. GoCardless shall be entitled to invoice you for any amounts due to GoCardless by way of Authorised Deductions together with any outstanding Fees, and such invoice will be due and payable immediately;
 - f. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry; and
 - g. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

Law

We're based in England and, as a result, we have chosen to have this contract governed by the laws of England and Wales. We think this is also a widely understood set of laws, generally suitable for international use.

You agree that any disputes will be heard in the English courts.

89. This Agreement and all disputes or claims arising out of or in connection with in (including any non-contractual) disputes, and any obligation arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales.
90. The Parties agree that English courts shall have exclusive jurisdiction over any disputes relating or connected to it.

Disputes and complaints

We hope you never have reason to, but if you do or would like to, we promise to take all complaints seriously.

You can contact us using the information set out on the [GoCardless Site](#).

Ultimately, if we can't resolve a complaint to your satisfaction, you can contact the Financial Ombudsman Service – it's free and independent and can settle disputes. Read more here: www.financial-ombudsman.org.uk

91. Should you have any concerns or complaints about the GoCardless Service you must contact GoCardless using the contact information set out on the [GoCardless Site](#), and each Party commits to working with the other in good faith towards a swift resolution.
92. More information about how GoCardless handles complaints is available on the [GoCardless Site](#) and can be provided to you on request.
93. If GoCardless is unable to resolve a complaint to your satisfaction, you may be able to refer the complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is a free and independent service which seeks to settle disputes between certain parties. You can find more information about the Financial Ombudsman Service on its website: www.financial-ombudsman.org.uk

Data Protection

We work within EU data protection rules. In the UK those rules are set out in the Data Protection Act 1998 - other countries in the European Economic Area have equivalent rules based on the same EU standards but the details are not always identical.

You are the 'data controller' for the data related to your customers, and so are responsible for ensuring that your customers' data is protected legally and technically. GoCardless is a 'data processor' and processes personal data according to your instructions in order to provide you with a payment processing service. You have a legal obligation under the UK Act to include data protection clauses in contracts with data processors like us, and these are them!

The Information Commissioner (the UK body responsible for data protection enforcement) has published useful guidance detailing the differing responsibilities of controllers and processors that you may find useful: [j.mp/cvpguidance](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/roles-responsibilities). As a controller, one of your key responsibilities is to ensure that you provide appropriate notice of data processing to your Customers – this includes notifying them that their data may be transferred, processed and stored outside of the EEA and may be subject to disclosure as required by applicable law.

As a data processor, we commit to put in place measures to protect against loss, disclosure, or destruction of your data and also to only use the

94. For the purposes of this Agreement, "Personal Data", "data controller", "data processor" and "process" shall have the meaning given by the Data Protection Law.
95. If either Party to this Agreement processes as a data processor any Personal Data on behalf of the other Party (the other Party being the data controller of that Personal Data) it will:
 - a. implement adequate technical and organisational measures to protect against the unauthorised loss, disclosure or destruction of or damage to such Personal Data; and
 - b. process such Personal Data solely in accordance with the other Party's instructions.
96. You represent and warrant that you have provided appropriate notice to, and obtained consent from, any Customer whose Personal Data you supply to GoCardless, in accordance with the Data Protection Law. GoCardless is not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals or for you providing outdated, incomplete, or inaccurate information.
97. You agree that GoCardless may appoint sub-processors to process Personal Data on your behalf, provided that:
 - a. the appointment is in compliance with the Data Protection Law; and
 - b. such processors are bound by terms that are substantially the same as those set out in this clause.
98. If necessary for the purposes of any transfer of personal data outside the EEA, for example to the USA, including to sub-processors, you authorise GoCardless to enter into EU standard contractual clauses in respect of any such transfer.

data to provide you with the services you purchase from us.

If we send your data outside of the EEA, for example to one of our sub-contractors in the USA, we will always enter into appropriate contracts to protect your data, in accordance with EU law.

If your customers request their data from us, we'll send them your way (as you will be the controller of that data), and will assist you in sourcing any information you need to share that we hold.

If you use a third party service with GoCardless, you are responsible for ensuring your data is transferred to them, stored and treated in a way you're happy with (we're not responsible for this).

99. If one of your Customers requests access to their personal data, that we process on your behalf, we will refer that person to you wherever possible, and provide you with reasonable assistance for you to respond to such request or complaint.

100. You may utilise third party services that connect directly to your GoCardless Account, either by providing them with your account details, via the API or other mechanisms. When you provide your account details to those third parties, you remain liable for all activity under your GoCardless Account, and take full responsibility for ensuring that you have appropriate agreements in place with that third party in relation to transfer of data including personal data.

Maintenance

We only make money when you're processing payments! Therefore, we aim to keep the service running, and to cause minimal disruption through maintenance.

Make sure you sign up to get notifications of upcoming maintenance!

101. GoCardless will use reasonable commercial endeavours to undertake maintenance of the GoCardless Service so as not to cause disruption to the GoCardless Service.
102. You may sign up for notifications of both Scheduled Maintenance and Emergency Maintenance via the online reporting tool made available by GoCardless at <http://www.gocardless-status.com/> or its replacement.

Force Majeure/Acts of God

It's a fact of life that sometimes, ...stuff happens. These are things beyond our or your direct control, and events such as strikes, wars, fires etc. – a more complete list is on the right.

If one of these events happens, neither of us will be responsible to the other party if we can't fulfill our obligations under this agreement, or if we're delayed in doing so.

103. For the purposes of this Agreement, "Force Majeure Event" means an event beyond the reasonable control of the **affected Party**, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of **that Party** or any other Party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
104. **Neither Party** shall be liable to the **other** as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

Assignment and subcontractors

We can do certain things, such as assign the agreement between us to a new party, and also subcontract certain obligations to others.

We do use certain sub-contractors, such as our hosting providers.

If you want to assign your contract, please ask us first – we'll need any new entity to pass all our normal signing-up checks and need certain details about them.

105. GoCardless may assign its rights under this Agreement or subcontract its obligations under it to a third party. You shall not assign this Agreement or any rights under this Agreement without GoCardless' prior written consent, and you shall not grant any security over this contract. Should GoCardless agree to any assignment of this Agreement by you, any assignee must first satisfy GoCardless' know-your-customer, anti-money laundering requirements and Verification; and shall provide reasonable information and assistance to GoCardless in order to set up the GoCardless Account, including the Account Information.

Getting in touch

If you want to get in touch with us, please do so via email or our online contact options. We can also post things to you.

It's important that we agree when exactly one of us 'receives' a communication for legal purposes (for example to help work out when a notice of termination becomes effective) – we reckon it's fair to give each of us one Business Day (that's a working day) to read such communications.

106. Any notice or other communication required to be given to a Party under or in connection with this Agreement must be sent in the manner set out in this Agreement. Where no method of notification has been specified, the Parties may communicate via e-mail or phone to an address or number provided for such communications by that Party. GoCardless may also provide you with communications, disclosures or notices relating to the GoCardless Service and relating to this Agreement using the GoCardless Site, your GoCardless Account or the API. It is your responsibility to install or update software in order to ensure the proper functioning of your GoCardless Account or the API if instructed to do so by us. Electronic notices have the same meaning and effect as a paper copy.

107. Any notice or other communication shall be deemed to have been duly received the next Business Day following the notice being communicated.

General

As you've probably noticed, this agreement is in English and we should communicate in English elsewhere too.

The legal terms, to the right, are all the terms between us and you and we agree that anything we or anyone else has said about GoCardless, that is not in this contract, hasn't factored in to your deciding to use us, and nor do any such comments form part of this agreement.

108. This Agreement is in English and all correspondence will be in English.

109. GoCardless may change or add to the terms of this Agreement and may change, remove, or insert conditions on the use of any feature or element of the GoCardless Service with two months' prior notice. Such notice may be given on our website or any other website we own or maintain and through which we provide services related to this Agreement. By continuing to use the GoCardless Services, and unless you notify us otherwise before the date of any proposed change, you will be deemed to have accepted any such changes. If you do object to any change, you may terminate this Agreement immediately and without penalty before the date the relevant change is implemented.

*Please note that if you are **not** a Micro-Enterprise then this clause will not apply to you, meaning that GoCardless may change or add to the terms of this Agreement immediately on notice given to you.*

110. Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement, except in the case of fraudulent misrepresentation. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

Waiver

If either of us does something wrong, and lets the other person off, that doesn't mean all future mistakes, breaches or failures are excused.

Likewise, just because either of us doesn't notice a breach or fault straight away, that doesn't mean that person can't take action in relation to it later on.

The law provides each of us with certain rights and remedies – these may not be referred to explicitly in our agreement, but they still exist.

111. A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
112. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

Severance

If one bit of this agreement isn't valid for legal reasons, rather than the whole agreement becoming useless, we agree that that bit of the agreement will either be deleted or, if it would remain valid with a small deletion we agree that the small deletion will be read into the agreement.

113. If a court or any other competent authority finds that any provision of this Agreement (or part of any provision) to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

No Partnership and referring to our relationship

'Partner' has quite a specific legal meaning, and we've not put a ring on it as yet - we're just making that clear. Neither of us can claim a heightened level of relationship status either, unless of course it is true and agreed between us.

That being said, we can refer to you as a user of our services while you have an agreement in place with us.

114. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way. Neither you nor GoCardless will suggest or claim any sponsorship, endorsement or affiliation between us, unless such a relationship is governed by a separate agreement.

115. You agree that during the term of this Agreement, we may refer to you publicly as a customer of GoCardless.

Third Party Rights

This contract is between us, and nobody else. Therefore, only you and we can enforce this contract against the other directly.

116. A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

Change of circumstances

We need to know who we're dealing with and making payments to. Therefore, if your circumstances change – for example, ownership of controlling stake in your company changes, you need to let us know. We'll then get in touch with you to re-run some checks.

If we can't work with you because of your change in circumstances, we can terminate the agreement between us.

117. You will give GoCardless at least 30 days' notice of any proposed change of business, product or service type, trade name or other significant change in business practices or solvency.
118. You will also inform GoCardless immediately of any Insolvency Event and include GoCardless as a creditor in relation to any insolvency proceedings.
119. Should you undergo a change of Control, you must immediately notify GoCardless of that change of Control and provide the details of the new party with Control.
120. Following a change of control:
 - a. GoCardless will be required to run anti-money laundering checks on you, taking into account the new party with Control, for which you agree to provide all information reasonably requested by GoCardless; and
 - b. should you, following the change of control, not be able to meet GoCardless' anti-money laundering or other legal or regulatory requirements, GoCardless may immediately terminate this Agreement.

Definitions

What follows are the definitions used in the above terms and conditions – you can easily identify them, as they're capitalised when used in the Agreement:

Acceptable Claim Percentage means each of the Claim Frequency Percentage and Claim Value Percentage being less than 1%.

Account Details means the passwords, email addresses and other details used by you to access your GoCardless Account and/or the API.

API means the application programming interface via which the GoCardless Service may be integrated into your Website(s).

Account Information the information required by GoCardless from time to time to verify your identity (including for anti-money laundering checks) and your creditworthiness, as notified to you.

Additional Costs means (a) any costs or charges incurred by GoCardless in respect of any Unauthorised Payment Orders or Incorrectly Executed Payment Orders; and (b) any costs incurred or fees refunded by GoCardless in relation to the cancellation of any Payment Orders, in each case other than as a result of fault or failure of GoCardless.

Authorised Deductions means (a) any refunds to a Customer processed by GoCardless at your request; and (b) any Chargebacks and/or indemnity claims made by a Customer under a Payment Scheme guarantee (such as the UK direct debit scheme guarantee) or otherwise.

Authorised Users means such of your employees, officers, consultants and other personnel who use your GoCardless Account on your behalf.

Business Day means a day other than Saturday, Sunday or a day on which banks are authorised to close in London for general banking business.

Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company, and the expression change of control shall be construed accordingly.

Chargeback means any claim by a Customer having the effect, or substantially the same effect, of a Transaction being reversed such that funds are deducted from the GoCardless Client Account in relation to that Transaction, including via any means prescribed by the relevant Payment Scheme, including the direct debit guarantee.

Claim Frequency Percentage means the percentage given by dividing (a) the total number of Chargebacks by (b) the total number of all Transactions, in each case in relation to the 30 day period (or, where the GoCardless Service has been provided for a shorter period, such shorter period) immediately prior to such calculation being performed.

Claim Percentages means both the Claim Frequency Percentage and the Claim Value Percentage.

Claim Value Percentage means the percentage given by dividing (a) the total value of Chargebacks, by (b) the total value of all Transactions, in each case in relation to the 30 day period (or, where the GoCardless Service has been provided for a shorter period, such shorter period) immediately prior to such calculation being performed.

Customer means a customer of yours.

Data Protection Law means the Data Protection Act 1998 and any applicable replacement laws or regulations as may be in force and applicable, from time to time.

Documentation means, in relation to the API, GoCardless' integration and user guides and software development kit.

Fees means (a) in relation to your use of the GoCardless Service via the GoCardless dashboard, the fees relating to the GoCardless Service plan which you have selected from the options as set out at <https://gocardless.com/pricing> and <https://gocardless.com/en-eu/pricing/>, and all related fees as set out on that page, and its replacement from time to time, (b) in relation to your use of the GoCardless Service through a third party's services that connects directly to your GoCardless Account via the API or some other mechanism, the fees as agreed between GoCardless and that third party in relation to those Transactions and/or a monthly fee, as notified by that third party or GoCardless (whose determination will be final), to you, in writing or (c) such other fees may be agreed in writing between you and GoCardless. References to Fees includes references to any applicable monthly fee and transaction fees.

If you signed up to the GoCardless Service under the Standard plan prior to 13 February 2017 and have not since changed plans, and have not agreed any other fees in writing with GoCardless, then the minimum fee of £0.20 per Transaction will not apply to you.

GoCardless means GoCardless Ltd, registered office at Sutton Yard, 65 Goswell Road, London, EC1V 7EN. GoCardless Limited is authorised by the Financial Conduct Authority under the Payment Services Regulations 2009 (No 597190) for the provision of payment services.

GoCardless Account means an online account provided by GoCardless to you, from which Payment Orders can be arranged.

GoCardless Client Account means a bank account held and operated by GoCardless with a reputable bank, where funds are held on trust for Merchants and separate from GoCardless' operating funds.

GoCardless Connected Merchant Agreement means the GoCardless Connected Merchant Agreement at <https://gocardless.com/legal/connected-merchant-agreement/>

GoCardless Service means the service provided by GoCardless in relation to the provision of the GoCardless Account and the processing of Payment Orders, relating to the GoCardless Service plan which you have selected from the options as set out at <https://gocardless.com/pricing>, and its replacement from time to time.

GoCardless Site means GoCardless' website at <https://gocardless.com> or such replacement website as may be notified to you from time to time.

Good Industry Practice means, in relation to the GoCardless Service, the standards and practices which a reasonably prudent and experienced supplier of similar services would reasonably be expected to adopt.

Incorrectly Executed Payment Order means any Payment Order made via your GoCardless Account which has not been executed or has not been correctly executed.

Micro-Enterprise means a business that employs less than 10 people and has annual turnover and/or an annual balance sheet which does not exceed €2 million.

Monitoring Programme means the monitoring of Merchant's GoCardless Account by GoCardless, together with resultant effects and requirements, as set out from clause **75 to 81**.

Nominated Account means the bank account to which you have requested GoCardless to pay sums held by GoCardless on your behalf for the relevant Payment Scheme, being an account denominated in the relevant currency for that Payment Scheme.

Party means each of GoCardless and you, and

Parties means both of us.

Payment Date means, in relation to a Payment Order, the date on which you have requested payment to be taken from the Customer.

Payment Notifications means the notifications to be sent to a Customer prior to or following a Payment Order or the establishment of a Payment Scheme Mandate or other action, as required by the relevant Payment Scheme.

Payment Order means a request made by you via your GoCardless Account for payment to be made either, as the context admits or requires, from you to a named payee or from a Customer to you, in each case in a specified amount on a specified date.

Payment Pages means the webpages used for the collection from a Customer of the information that is required to complete a Payment Scheme Mandate or Payment Order, as the context requires.

Payment Scheme means, in relation to a particular Payment Scheme Mandate, Payment Order or Transaction, the underlying direct debit or direct-debit like system, being one of those identified on the Payment Scheme Timings Page, and Payment Schemes means all of them.

Payment Scheme Mandate means the authority provided by the Customer which authorises you to take payment from the Customer's bank account and pursuant to which you will make Payment Orders, in accordance with the rules of the relevant Payment Scheme.

Payment Scheme Timings means the timings set out at the Payment Scheme Timings Page, which are applicable where no administrative error is present or occurs as a result of information provided or actions taken by you or a Customer.

Payment Scheme Timings Page means the webpage located at <https://gocardless.com/legal/payment-timings> and its replacement from time to time.

Personal Data has the meaning given to that term in clause **94**.

Restricted Activities means the restricted activities set out at <https://gocardless.com/legal/restrictions/> or such replacement page from time to time.

Transaction means the receipt by you of a payment from a Customer, pursuant to a Payment Order.

Unauthorised Payment Order means any Payment Order made or attempted in relation to a payment via your GoCardless Account which was not authorised by you.