

Schedule or document	Section (i.e. Section 6 - PISP Terms)	Clause/paragraph	Comment or proposed change	Justification for proposed change	CCS Response	
1	Call off Schedule 23 (Payment and Related Services (including Payment Equipment) Supply Terms - Part 1 General Payment Terms (" <b>General Payment Terms</b> ")	Definition of 'Acquiring Services'	Removal of APMs from the definition of Acquiring Services.	This definition is significant because it is used throughout the Acquiring Service Terms. The Supplier is obliged to provide Acquiring Services. Acquiring Services is defined as acceptance of both Cards and/or APMs. It is unlikely that a Supplier providing Acquiring Services will process APM transactions and need to process APM transactions, as there is likely to be an agreement needed between the APM provider and the Buyer. A Gateway Service provider is likely to channel APM transactions, but the merchant acquirer is unlikely to have anything to do with APM transaction processing. There is no mention of APMs in the 'RM6118 Draft technical specification to be used with draft schedule 1 specification' document last updated 13 February 2019 (" <b>Draft Technical Specification</b> ") Section 2, 'Merchant Card Acquiring Services'. It is possible that the Draft Technical Specification document has been updated, but the General Payment Terms have not.	Please see updated Terms when published - CCS believe has resolved this issue	
2	Call off Schedule 23 (Payment and Related Services (including Payment Equipment) Supply Terms	Section 1 - Acquiring Service Terms (" <b>Acquiring Service Terms</b> ")	Clause 7.1.2.5	Removal of reference to APMs, or make the requirement determinable by relevance.	As per the justification in Row 10 (above), the use of APMs by a Buyer is unlikely to need support from a merchant acquirer.	Please see updated Terms when published - CCS believe has resolved this issue
3	Acquiring Service Terms	Clause 8.4	Removal of reference to APM Accounts.	As per the justification in Row 10 (above), a merchant acquirer is unlikely to be able to see denied Authorisations from an APM.	Please see updated Terms when published - CCS believe has resolved this issue	
4	Acquiring Service Terms	Clauses 9.1 and 9.2	Removal of reference to APM Providers, in square brackets.	As per the justification in Row 10 (above), a merchant acquirer is not going to need to be able to chargeback an APM transaction, as it is not going to be processing APM transactions.	Please see updated Terms when published - CCS believe has resolved this issue	
5	Acquiring Service Terms	Clause 12.1	Removal of reference to APMs.	As per the justification in Row 10 (above), a merchant acquirer is unlikely to be able to provide information on new APMs as a merchant acquirer does not connect to APMs themselves. This could be an obligation for a Payment Gateway provider.	Please see updated Terms when published - CCS believe has resolved this issue	
6	General Payment Terms	Definition of Card Scheme Definition of Card	Amend definition of Card Scheme to: "means Mastercard (including Maestro), Visa (including Electron and VPay);" Amend definition of Card to take account of Interchange Fee Regulations requirements in relation to honour all cards. Amend definition of Card to remove "payment tokens which may be used via a mobile or digital device or wallet".	Removal of card schemes not mandated in the Draft Technical Specification. This definition is used across all proposed terms, in particular the Acquiring Service Terms. Terms must be compliant with the Interchange Fee Regulations. As set out in the Draft Technical Specification, payment tokens are an optional requirement.	Please see updated Terms when published - CCS believe has resolved this issue	
7	Acquiring Service Terms	Clause 7.1.2.8	Remove	As per comment at Row 15 above, only Visa and Mastercard are mandated in the Draft Technical Specification.	Please see updated Terms when published - CCS believe has resolved this issue	
8	General Payment Terms	Definition of Acquiring Fees	Revise the wording in brackets: "(which amounts must not be greater than the amounts provided for in the Framework Contract from time to time)".	From time to time Visa and Mastercard introduce additional charges which we are required to pass through to merchants. For example, effective 25 January 2020 Visa will modify Card-Present and Card-Not-Present Service Fees for merchants. Please see <a href="http://click.broadcasts.visa.com/xfm/?23253/0/c70d8753d4aa4865054ea689841764e/lonew">http://click.broadcasts.visa.com/xfm/?23253/0/c70d8753d4aa4865054ea689841764e/lonew</a>	Please see updated Terms when published - CCS believe has resolved this issue	
9	Acquiring Service Terms	Clause 5.7	Where the Activation Due Date is not met, revise the clause such that any refund by the Supplier of additional costs incurred by the Buyer for provision of an alternative solution is only payable where the delay has been caused by the Supplier.	Successfully integrating a card payment solution on time is largely going to be led by the merchant not the merchant acquirer.	Please see updated Terms when published - CCS believe has resolved this issue	

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10	Acquiring Service Terms	Defined term, 'Deliverables' and 'Supplier Assets' throughout Acquiring Service Terms Clause 5.5	Provide a definition of Deliverables. The Supplier Assets refers to the Deliverables, so without a definition of Deliverables we do not have a definition of Supplier Assets either. Amend wording at clause 5.5 enabling the Buyer to reject any item which does not meet a "requested standard". The undefined term 'requested standard', should be replaced with Deliverable, when this has been defined and agreed.	Regarding the definition of Deliverables, it should be clear what the Supplier is required to deliver under this Framework Agreement. Regarding the definition of Supplier Assets, it should be clear what the Supplier has title to, and what it is licensing to the Buyer.	<b>CCS is content with the current drafting</b>
11	General Payment Terms	Defined term, 'Service Levels'	Clause 7.4, review references to Call-Off Schedule 14 (Service Levels). Should this refer to Annex 1 to the General Payment Terms, 'Merchant Acquiring Service Levels' (" <b>Acquiring Service Levels</b> ")? Review all Titles and Definitions of the Acquiring Service Levels.	Many of the measureables of the Service Levels set out in the Title and Definitions of the Acquiring Service Levels are not relevant or controlled by a merchant acquirer, for example: - Transaction handling needs to be restricted settlement from the Supplier to the Buyer, with the Supplier not being responsible for the banking systems. - A merchant acquirer is not responsible for speed of authorisation, this is handled by the card issuer and the card schemes and fed back to the merchant acquirer. - The merchant acquirer can be measured against speed of settlement, however a merchant acquirer cannot be held responsible for issues or problems in the banking systems making those payments. - It is not clear what is meant by a Deny List, and how a merchant acquirer could be responsible for their speed and accuracy. - The latency of which responses is the CCS seeking to measure? More detail will be required here. - As per the comment at row 18, on-boarding speed and accuracy is largely determined by the acts/omissions of the merchant. Likewise with off-boarding, with the added complexity of migration to a new merchant acquirer. - Please provide details of what a P1 incident is.	<b>Please see updated Terms when published - CCS believe has resolved this issue</b>
12	Acquiring Service Terms	Clause 7.1.2.2	Remove this clause.	This is a service level, and so will be covered off in the Acquiring Service Levels.	<b>CCS is content with the current drafting</b>
13	Acquiring Service Terms	Clause 7.1.2.3	Remove reference to Card Issuers	A merchant acquirer does not transmit transaction data to Card Issuers. A merchant acquirer transmits transaction data to a card scheme, and then the card scheme transmits transaction data to the relevant card issuer.	<b>Please see updated Terms when published - CCS believe has resolved this issue</b>
14	General Payment Terms	Definition of 'Authorisation', and where this definition is used.	Definition needs to make it clear that a merchant acquirer is not responsible for obtaining Authorisation "directly" from the Card Schemes	Please see explanation in Row 22 above.	<b>Please see updated Terms when published - CCS believe has resolved this issue</b>
15	Acquiring Service Terms	Clause 7.1.2.3 Terms 'Gateway' and Buyer's nominated provider. Defined terms Buyer's System and Payment Equipment.	Define Gateway and Buyer's other nominated provider. Clarify the definitions of Buyer's System and Payment Equipment in the General Payment Terms.	A licensed merchant acquirer can only operate with PCI accredited and scheme compliant payment gateways and systems. These terms need to be amended to include this requirement.	<b>Please see updated Terms when published - CCS believe has resolved this issue</b>
16	Acquiring Service Terms	Clause 8.2 and related references to Settlement and Chargebacks (for example clause 9)	Add to this clause to indicate that Settlement of a Transaction is subject to that Transaction not being subsequently charged back.	From a card scheme rule perspective, and a legal perspective, a merchant acquirer should be under no obligation to settle a transaction to a merchant, in the event that that transaction is subsequently charged back.	<b>CCS is content with the current drafting</b>

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17	Acquiring Service Terms	Clause 8.7	Remove this clause.	<p>A merchant acquirer will settle to its merchants less the following items:</p> <ul style="list-style-type: none"> <li>(a) any Refunds issued;</li> <li>(b) any overpayments made by the merchant acquirer howsoever caused;</li> <li>(c) any Chargeback;</li> <li>(d) any payments made by the merchant acquirer in respect of invalid Transaction Data;</li> <li>(e) any fees, fines or other charges payable by the merchant acquirer to a Card Scheme or any other person as a result of: (i) any failure by the merchant to comply with the agreement with the merchant acquirer or (ii) the ratio of the merchant's Chargeback to Transactions exceeding the industry average (as determined by the Card Schemes from time to time); and</li> <li>(f) the merchant acquirer's reasonable costs (including management time) of managing the merchant's account if the merchant is in breach of the agreement with the merchant acquirer, or if the merchant's activities cause the merchant acquirer to carry out any investigation, or if the merchant requests the merchant acquirer to help in connection with the merchant's account.</li> </ul> <p>These terms should be included as part of the pricing, along with a set off right and indemnification for acquiring losses (ie chargebacks and scheme fines)</p>	<b>CCS is content with the current drafting</b>
18	Acquiring Service Terms	Clause 8.8	Remove this clause.	Funds received from the card schemes by a merchant acquirer for onward settlement to a merchant (subject to the terms of the merchant acquiring agreement) are not settled into a trust account, as this would not satisfy a merchant acquirer's regulatory obligations.	<b>Please see updated Terms when published - CCS believe has resolved this issue</b>
19	General Payment Terms	Definition of Settlement Time	Remove the words: "and/or specified by the Buyer from time to time".	As the Card Scheme's Chargeback risk lies with the Supplier, the Settlement Time must be something that the Supplier controls, so that the Supplier can go some way to mitigate this risk.	<b>CCS is content with the current drafting</b>

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20	Acquiring Service Terms	Clause 9	<p>Remove this clause and replace with:</p> <p>9.1 The Buyer acknowledges that Card Issuers have certain rights under the Rules entitling them to refuse to settle a Transaction or to seek reimbursement of a Transaction which has already been settled by the Supplier notwithstanding that the Card Issuer may have given Authorisation for the Transaction (in each case a 'Chargeback').</p> <p>9.2 The Buyer agrees that if a Card Issuer exercises its Chargeback rights (and such Chargeback is not due to a breach by the Supplier of this Agreement) the Supplier will be entitled to:</p> <p>(a) where the relevant Transaction the subject of the Chargeback has already been Settled by the Supplier debit a sum equal to such Transaction from the Buyer's nominated bank account, [and any Reserve established pursuant to this Agreement], or to otherwise recover from the Buyer such sum, on demand, as a debt; or</p> <p>(b) where the relevant Transaction the subject of the Chargeback has not already been Settled by the Supplier delete the Transaction from the Buyer's account and not Settle such Transaction.</p> <p>9.3 Subject to clause 9.4, the Supplier agrees that in respect of each Chargeback it will:</p> <p>(a) take reasonable steps to confirm that the Card Issuer has charged back the correct Transaction in accordance with the relevant Rules and</p> <p>(b) provide reasonable assistance to the Buyer in respect of any Chargeback which the Buyer acting reasonably disputes in good faith.</p> <p>9.4 Clause 9.3 shall not require the Supplier to verify or assist in challenging a Chargeback where, in the Supplier's reasonable opinion (having regard to its experience of the Card Scheme involved), such verification is unnecessary or such challenge would be unsuccessful.</p> <p>9.5 The Supplier will give reasonable assistance to the Buyer to defend a Chargeback if it can be demonstrated that the Transaction relating to</p>	<p>This revised clause sets out the process that a merchant acquirer follows in respect of a chargeback. The Card Issuer and the Card Schemes determine whether or not a Transaction is charged back. There is no challenge process, as set out in clause 9 of the Acquiring Service Terms.</p>	<p>Please see updated Terms when published - CCS believe has resolved this issue</p>
21	General Payment Terms	Clause 8	<p>Remove, and add in provisions enabling the Supplier to terminate or suspend in circumstances such as the following (non-exhaustive list):</p> <ul style="list-style-type: none"> <li>- the Supplier suspects that the transaction(s) is illegitimate or unlawful;</li> <li>- a transaction(s) could be subsequently charged back;</li> <li>- the Buyers obligations in respect of such transaction(s) may not be met;</li> <li>- there is a change in control or a change in the business model of the Buyer;</li> <li>- adverse change in the creditability of the Buyer;</li> <li>- loss of a licence or right necessary to conduct its business;</li> <li>- the Buyer is unable to provide the security as required by the Supplier;</li> </ul>	<p>If a merchant acquirer suspects that there is a problem with the merchant or some of the merchants transactions, and this leaves the Supplier exposed in terms of its card scheme and regulatory obligations it needs immediate rights to suspend/terminate.</p>	<p>Please see updated Terms when published - CCS believe has resolved this issue</p>
22	General Payment Terms	Clause 9	Remove	<p>The Buyer is required to be PCI-DSS compliant not the Supplier. A merchant acquirer is licensed by the card schemes, and is required by the card schemes to ensure that its merchants have the correct level of PCI-DSS certification.</p>	<p>Please see updated Terms when published - CCS believe has resolved this issue</p>
23	General Payment Terms	Clause 10.1.2	Remove	<p>A Supplier's failure to provide merchant acquiring services under this agreement would not lead to the Buyer being fined or penalised. In particular in respect to PCI, the Buyer is required to be PCI-DSS compliant not the Supplier. A merchant acquirer is licensed by the card schemes, and is required by the card schemes to ensure that its merchants have the correct level of PCI-DSS certification.</p>	<p>Please see updated Terms when published - CCS believe has resolved this issue</p>

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24	General Payment Terms		Clause 10.1.5	Remove	The Buyer is required to be PCI-DSS compliant not the Supplier. A merchant acquirer is licensed by the card schemes, and is required by the card schemes to ensure that its merchants have the correct level of PCI-DSS certification.	Please see updated Terms when published - CCS believe has resolved this issue
25	General Payment Terms		Clause 10.1.8	Remove	A Supplier's failure to provide merchant acquiring services under this agreement would not lead to the Buyer being fined or penalised.	Please see updated Terms when published - CCS believe has resolved this issue
26	General Payment Terms		Clause 10.1.9	Remove	A Supplier's failure to provide merchant acquiring services under this agreement is unlikely to lead to the Buyer receiving claims from third parties. In any event, the Supplier would have no control over this risk, and there is no reason why the Supplier should take it on, given that it should be a matter between the Buyer and any third party it deals with.	Please see updated Terms when published - CCS believe has resolved this issue
27	General Payment Terms		Clause 10.1.10	Remove	A Supplier cannot agree to this without a definition of 'data' - and agreeing to this definition.	Please see updated Terms when published - CCS believe has resolved this issue
28	General Payment Terms		Clause 10.1.12	Remove (a) and (b).	The Buyer will see industry standard reporting on Transactions. See above comment on Deny Lists.	Please see updated Terms when published - CCS believe has resolved this issue
29	Framework Schedule 1 (Specification) (Lot 3) ("Specification")		Clause 3.4.2	Remove term 'End Users'.	If the reference to End Users (not defined) refers to Cardholders merchant acquirers will not and should not (for regulatory and card scheme reasons) provide customer services to Cardholders.	Please see updated Terms when published - CCS believe has resolved this issue
30	Specification		Clause 3.6.1	Remove term 'End Users'.	If the reference to End Users (not defined) refers to Cardholders merchant acquirers will not and should not (for regulatory and card scheme reasons) provide a process for Cardholders to compliment and complain.	Please see updated Terms when published - CCS believe has resolved this issue
31	Specification		Clause 3.7.4	Remove reference to recurring payments.	Recurring payments are handled by a payment gateway, not a merchant acquirer.	Please see updated Terms when published - CCS believe has resolved this issue
32	Specification		Clause 3.8	Remove	There are fundamental issues with this clause, it does not take account of the role of the merchant acquirer. The statement, "the Supplier shall inform the Buyer of all suspectec fraud or security breaches", does not take account of a merchant acquiring anti-money laundering reporting obligations.	Please see updated Terms when published - CCS believe has resolved this issue
33	Specification and Call-Off Schedule 3 (Continuous Improvement)		Clause 3.9	Remove	Unless those changes are regulatory or scheme driven, changes and improvements to the services are most likely to be driven by the Buyer. However, if this clause is retained, then Cardnet's view is that reviewing a Continuous Improvement document would not be a good use of an SME merchant's time. Therefore we would suggest that this clause only applies in respect of large merchants.	CCS is content with the current drafting
34	Framework Schedule 1 (Specification)					
35	RM6118 Additional Service Description - Lot 6 Only		Security Architectual Principles	Supplier is unable to agree to bespoke CCS security principles.	Supplier operates a sophisticated payment platform providing services within a highly regulated area. Supplier has its own security principles which it reviews and updates on a regular basis. Supplier would be happy to discuss any specific security questions with CCS.	CCS is content with the current drafting
36				Crown Commercial Service Digital and Technology Strategy into the Service Specification	We are unable to access this link so cannot confirm.	Please see updated Terms when published - CCS believe has resolved this issue
37				HMG Minimum Cyber Security Standard / NCSC Cloud Security Principles	We can only abide by principles to the extent they are applicable to Supplier and the services provided to Buyer.	CCS is content with the current drafting
38				CHECK/CREST IT Security Health Check	Supplier is a sophisticated entity - CCS to explain why time and expense of such health check is necessary for these purposes.	CCS is content with the current drafting
39	Call-Off Schedule 23 (Payment and Related Services (including Payment Equipment) Supply Terms)					

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40		"APM Services"	Section 2 governing APM terms has not been provided to date. Why does Section 1 (Acquiring Service Terms) also make reference to APMs?		Please see updated Terms when published - CCS believe has resolved this issue
41		"Authorisation"	Part (i) could be amended to read "the Card has not been <u>blocked for any reason</u> , or listed as lost, stolen or compromised..."	Authorisation could be prevented due to a block imposed by the card issuer which is not necessarily related to a loss, theft or security compromise.e.g. Age restrictions, on card present only cards,	Please see updated Terms when published - CCS believe has resolved this issue
42		"Card Schemes"	Delete "and/or any other card payment association or scheme as required by the Buyer from time to time"	Suppliers categorise Acquiring Services as the big scheme players (i.e. MC/VISA/Amex/JCB/Diners/Discover/CUP). Any other local or more minor schemes are more appropriately dealt with as an alternative payment method.	Please see updated Terms when published - CCS believe has resolved this issue
43		"Challenge"	Replace 7.4 with "9.4 of section 1 (Acquiring Services Terms)		Please see updated Terms when published - CCS believe has resolved this issue
44		"Chargeback"	"means a Transaction that is partially or fully returned by a Card Issuer [or an APM Provider], resulting in a requirement for the Supplier to repay (in whole or in part) funds in respect of a Transaction, notwithstanding that ..."	It is the Card Issuer that instigates the return of the Transaction.	Please see updated Terms when published - CCS believe has resolved this issue
45		1.3.3	Supplier termination rights should include: (i) Buyer insolvency; (ii) Buyer breach of Rules, (iii) Supplier is required to do so under Law, Rules or industry Regulations and (iv) Buyer failure to pay Fees, Chargeback, Refund and Fine liabilities when due.	1.3.3. states that "only the Buyer may terminate the Contract". Whilst we appreciate the Supplier should not terminate for convenience, there should be some limited scope for the Supplier to terminate the contract to enable it to comply with law, regulations, Card Scheme or APM Rules or directions, or to protect itself from credit risk in the event of Buyer insolvency.	Please see updated Terms when published - CCS believe has resolved this issue
46		3.1.7	(c) <u>except as otherwise agreed</u> , the Services and Deliverables will be fully available at the times and for the period ..."	Provision should be made for scheduled downtime when agreed in advance between the principals. For example, Supplier uses all reasonable endeavours to carry out any Scheduled Downtime between midnight and 07:00 GMT either on Tuesday, Wednesday or Thursday to minimise disruption.	Please see updated Terms when published - CCS believe has resolved this issue
47		4.4	"Where the Supplier reasonably suspects that a Transaction ... may be fraudulent or involves fraud or any other criminal activity, the Supplier shall <u>to the extent permitted by Law and Regulation</u> , notify the Buyer immediately..."	Except when Legal and regulatory obligations may prevent us from tipping off.	Please see updated Terms when published - CCS believe has resolved this issue
48		7.4	More information required on Service Level and Service Credit Regime.	How will a Buyer verify Service Levels? Reporting is extremely difficult where it is linked to a bespoke SLA (rather than the Supplier standard SLA).	Service Levels will be dealt with under Schedule 14
49		7.11	Should read "payment normally due to the <u>Supplier</u> "		Please see updated Terms when published - CCS believe has resolved this issue
50		9.1	The Supplier does not have a direct relationship with the Payer (it provides the services via the Buyer), so we cannot commit to "ensure that all necessary notices are provided to, and all permissions, consents and information are obtained from the prospective Payers".	Our suggestion to ensure Data Protection legislation is complied with is for the Buyer to provide a link to Supplier's Privacy Statement or to include a statement that Supplier's Privacy Statement can be found on Supplier's corporate website.	Please see updated Terms when published - CCS believe has resolved this issue
51		10.1	How is "Losses" defined? It is not clear whether this includes loss of profits / loss of revenue?	If you take into consideration that a service downtime is likely to affect all Buyers equally, then a liability for loss of profits is well beyond the scope of reasonable risk that the Supplier would be prepared to take on. This is what the service credit regime is set up for and as such we recommend that lost profits is excluded from the definition of "Losses"	CCS is content with the current drafting
52		11.1	Buyer indemnities to the Supplier should include Chargebacks and Refunds.	These are incurred in respect of the Buyer's Transactions - it is not reasonable for Supplier to carry the risk for these.	CCS is content with the current drafting
53	Section 1 - Acquiring Services Terms				
54		General query	Are APMs to be treated within this section or under a separate section? Drafting is unclear. In most suppliers worlds APM's are a gateway product		Please see updated Terms when published - CCS believe has resolved this issue

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55		5.5	This does not makes sense in an acquiring context - the services are not an "item" to be accepted or rejected. What items are being supplied? What is the requested standard?		CCS is content with the current drafting
56		7	Supplier Warranties do not take into account the varying services for different Lot structures. Suggest that warranties are tailored to read "where applicable".	Some elements will not be relevant for acquiring only Lot.	Please see updated Terms when published - CCS believe has resolved this issue
57		7.1.2.8	"except as prohibited under Card Scheme Rules, allow the Buyer to decide which Cards and/or APMs can be accepted and processed at any time"	In general, Card Scheme Rules dictate that Buyers must honour all valid cards without discrimination and not establish a minimum or maximum transaction amount as a condition of honouring all cards. Exceptions include regulated cards in Europe where a buyer can become a limited acceptance merchant subject to terms and registration with the relevant Scheme.	Please see updated Terms when published - CCS believe has resolved this issue
58		8.8	Not strictly required as Supplier is obliged under the EU Payment Services Directive to segregate Buyer funds from its own monies in any event		Please see updated Terms when published - CCS believe has resolved this issue
59		9.6	The chargeback dispute window has recently been reduced to 30 days, so Buyer will need to act promptly. There is a risk that if it waits 30 days the opportunity to challenge will pass. Suggested amendment "The Buyer shall promptly following receipt of a notification pursuant to Paragraph 9.4, confirm to the Supplier if it wishes to dispute such Chargeback ..."		Please see updated Terms when published - CCS believe has resolved this issue
60		9.7/9.8	A Chargeback relates to a Transaction of the Buyer and a Payer that is returned by a Card Issuer. It can only ever be a Buyer responsibility (not the Supplier).	Is there scope for the parties to agree set off in respect of Chargeback liability in certain cirmstances?	Please see updated Terms when published - CCS believe has resolved this issue
61		10.4	The Buyer should be under a greater duty to provide <u>prompt</u> assistance to the Supplier when requests are in order for the Supplier to comply with Law or its Card Scheme or regulatory obligations.		CCS is content with the current drafting
62		11.1	As above, it is unclear how Losses are defined.		Please see updated Terms when published - CCS believe has resolved this issue
63		11.2	Fees are directly linked to Transactions, so its unclear what is meant by a suspension of Acquiring Fees? This would happen naturally if there are no Transactions running against which to charge fees.		Please see updated Terms when published - CCS believe has resolved this issue
64		13.3	There should be circumstances where netting-off or setting-off is appropriate - for the parties to agree, particularly in relation to the payment of fees.	On a practical level, the invoicing/net settling of fees will have to follow the operational set up of the relevant acquiring platform. Also, Supplier should not have to bear the risk of Chargeback/Refund liabilities (which could be significant in volume and value). What if there was an opportunity for set off when the Chargeback/Refund liability reaches a certain pre-agreed threshold?	Please see updated Terms when published - CCS believe has resolved this issue
65		16.1.2	Presumably it means Transaction <u>Data</u> (not dates). In our view it is good business practice for the Buyer to be downloading such Transaction Data itself on a regular basis, and reconciling such data against its own records. Not sure this is capable of being returned per se. Note supplier is a Data Controller of the Transaction Data under GDPR.		Please see updated Terms when published - CCS believe has resolved this issue
66		16.2	This is unfair on the Supplier if the reason for termination is for Buyer convenience.	Need more information on Clause 10 (Ending the Contract)	Please see updated Terms when published - CCS believe has resolved this issue
67		17	Reporting requirements are unclear - and in particular tamper evidence is not an acquiring matter ... this would sit better in PE Terms.		Please see updated Terms when published - CCS believe has resolved this issue
68	Section 3 - Payment Equipment Terms				

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69		4.3	48 hours should be replaced with 2 Business Days.	Supplier could be in breach if PE Order was delivered at 5pm on a Friday...	Please see updated Terms when published - CCS believe has resolved this issue
70		5.5	delete "(at no additional charge)"	Supplier will make available refills for the Buyer to purchase, but it is not reasonable to expect Supplier to provide these free of charge. What is to stop a Buyer stockpiling these at Supplier's expense?	Please see updated Terms when published - CCS believe has resolved this issue
71		7.4	The Supplier shall ensure the Buyer can elect which Cards can be accepted and processed at any time, <u>provided such election is in accordance with Card Scheme Rules and applicable Law.</u>	In general, Card Scheme Rules dictate that Buyers must honour all valid cards without discrimination and not establish a minimum or maximum transaction amount as a condition of honouring all cards. Exceptions include regulated cards in Europe where a buyer can become a limited acceptance merchant subject to terms and registration with the relevant Scheme.	Please see updated Terms when published - CCS believe has resolved this issue
72		7.1.1.3	PDQ is an old Barclaycard brand name for a standard payment terminal	Better definition A <b>payment terminal</b> , also known as a <b>Point of Sale (POS) terminal, credit card terminal, EFTPOS terminal</b> (or by the older term as <b>PDQ terminal</b> which stands for "Process Data Quickly" <sup>1</sup> )	Please see updated Terms when published - CCS believe has resolved this issue
73		7.13	How is "Losses" defined? It is not clear whether this includes loss of profits / loss of revenue?	Note that a Buyer should be mitigating its losses by accepting cash alternative.	Please see updated Terms when published - CCS believe has resolved this issue
74		8.5	The Buyer shall inform the Supplier as soon as reasonably possible after become aware if any PE is lost, <u>damaged, tampered with or destroyed.</u>		Please see updated Terms when published - CCS believe has resolved this issue
75		8.11	This is unfair on the Supplier if the reason for termination is for Buyer convenience.	Need more information on Clause 10 (Ending the Contract)	Please see updated Terms when published - CCS believe has resolved this issue
76	Section 4, 5 and 6	General point	It would appear that the sections are very similar in content and length, but all three sections provide very different and bespoke services, and these sections do not differentiate the services as they need to be differentiated.		Please see updated Terms when published - CCS believe has resolved this issue
77	Section 4 - Gateway Services Terms				
78			When in this Section 4 it refers to "Contract", does this mean the "Call-Off Contract" or the "Framework Contract" or does it mean something else? (for example: "...any such Confirmation shall not be regarded as evidence that the Gateway complies with the requirements of the Contract")		Please see updated Terms when published - CCS believe has resolved this issue
79		5.5	"The Buyer can at its sole discretion reject a Gateway which is not <u>provided in accordance with the requirements of the Contract or this Section 4...</u> "	This clause 5.5 states "...of the requested standard". This is not an objective standard and would be very difficult for any party to be confident that this had been achieved.	Please see updated Terms when published - CCS believe has resolved this issue
80		6.1	"The Gateway is and shall remain the property of the Supplier. The Buyer will not acquire ownership of the Gateway."	It is difficult to identify a situation where the Buyer would take full or part ownership of the Supplier's Gateway - suggest deletion to avoid confusion.	CCS is content with the current drafting
81		7.1.3	We can confirm that we will be PCI compliant but it is not possible for us to confirm the PCI compliance of other third party providers of the Buyer.		CCS is content with the current drafting
82		7.1.8	" <u>except as prohibited under Card Scheme Rules</u> , allow the Buyer to decide which Cards and/or APMs can be accepted and processed at any time"	In general, Card Scheme Rules dictate that Buyers must honour all valid cards without discrimination and not establish a minimum or maximum transaction amount as a condition of honouring all cards. Exceptions include regulated cards in Europe where a buyer can become a limited acceptance merchant subject to terms and registration with the relevant Scheme.	Please see updated Terms when published - CCS believe has resolved this issue



Schedule or document	Section (i.e. Section 6 - PISP Terms)	Clause/paragraph	Comment or proposed change	Justification for proposed change	CCS Response
83		7.9	The indemnity request is only in favour of the Buyer and is to cover "all Losses" which is the broadest possible interpretation as it covers "a Default or due to the negligence of the Supplier, its servants or agents".  The gateway relies on third parties that the Supplier has no control and this drafting means the Supplier would be reliant on these third parties to not be in Default.  Suggested revised draft wording below:  "The Supplier indemnifies the Buyer against all Losses incurred by the Buyer <u>in relation to a claim brought against the Buyer by a third party in respect of a breach by the Supplier or an appointed subcontractor of the Supplier as a result of the Gateway being unavailable for use by the Buyer</u> .	The previous Supplier Agreement was a mutual indemnity and was qualified.	CCS is content with the current drafting
84		9.4 and 9.6	Can you give examples of "Related Suppliers" who provide Related Supply and under what circumstances would there would be an "appointed third party" by the Buyer.	To comply with Card Scheme Rule and Regulatory requirements the Supplier must know who they are contracting with at all times.	Please see updated Terms when published - CCS believe has resolved this issue
85		10.1	"Subject to clause 5.5, at any time, the Buyer can terminate the Supply of any Gateway by giving at least 10 days' written notice to the Supplier."	Having a termination right for convenience cuts across other clauses and does not seem reasonable in context of the broader agreement and the "Supply Period".	Please see updated Terms when published - CCS believe has resolved this issue
86	Annex A				Please see updated Terms when published - CCS believe has resolved this issue
87	Annex A	3.1	1.1 UK Open Banking (single, deferred, regular payments);	we were told not part of other lots outside PISP? So happy to see under Gateway	Please see updated Terms when published - CCS believe has resolved this issue
88	Annex A	3.11	This is a banking product not supported by acquirers or gateways		Please see updated Terms when published - CCS believe has resolved this issue
89	Annex A	5.8	Cannot fully support under policy		Please see updated Terms when published - CCS believe has resolved this issue
90	Annex A	5.9	Cannot fully support under policy		Please see updated Terms when published - CCS believe has resolved this issue
91	Annex A	7.2-7.4	we are assuming the are order identifiers agreed between the parties - the terms you use are not suitable as are certain supplier jargon		Please see updated Terms when published - CCS believe has resolved this issue
92	Annex A	9	Most gateways don't support RESTFUL today - yet	You will severely limit your market and /or services available	Please see updated Terms when published - CCS believe has resolved this issue
93	Annex A	12	No stand alone gateway can guarantee this apart from through its own bit of the journey	the card schemes don't guarantee this	Please see updated Terms when published - CCS believe has resolved this issue
94	Annex A	18	The point is most suppliers work with most suppliers of software and hardware, the measure should be how long should it take to accredit someone new,	so for simple version upgrades never seen before for one off applications then upto a month or upto 3 months for a new vendor to market	Please see updated Terms when published - CCS believe has resolved this issue
95	Annex A	22	If you refer to tokenise without authorisation ?	this is now non-compliant and must be verified	Please see updated Terms when published - CCS believe has resolved this issue
96	Annex A	26.2	Whilst we support this we don't understand the need or requirement		Please see updated Terms when published - CCS believe has resolved this issue
97	Annex A	34	Whilst we can support free 3DS 1, 3DS2 has a cost and there is also a likely Scheme fee. Both these elements mean this solution cannot run at a loss	However it's supplier choice whether to use our 3DS2 solution, they can buy their own,	Please see updated Terms when published - CCS believe has resolved this issue
98	Annex A	35.7	offline floor limit	no one uses this any more should be retired, only exceptionally large face to face customers	Please see updated Terms when published - CCS believe has resolved this issue
99	Annex A	38.2	DCC is not a gateway solution it's an acquiring solution supported by gateway	as per previous should be defined as like for like , cross and multi-currency services and DCC solutions	Please see updated Terms when published - CCS believe has resolved this issue
100	Annex A	39.2	very few suppliers support RESTFUL		Please see updated Terms when published - CCS believe has resolved this issue
101	Annex A	40.1.10		Car park machines are an acquiring solution, we may support specialist gateways	Please see updated Terms when published - CCS believe has resolved this issue
102	Annex A	para 43.3	"99.99% availability for non-authorisations" should be discussed in more detail.	Non-authorisations cover so many other functions that it is impossible to even monitor this 99.99%. Non-authorisations mean such things as: Reporting, settlement, analytics, back office functions and these are broken down into further sub-categories.	Please see updated Terms when published - CCS believe has resolved this issue

Schedule or document	Section (i.e. Section 6 - PISP Terms)	Clause/paragraph	Comment or proposed change	Justification for proposed change	CCS Response
103	Section 5 - Fraud Services Terms				
104		2. Definitions	Definition of " <b>Fraud Services</b> " should be included:  "the electronic scrutinisation and undertaking by the Supplier of various risk management tests on the Transaction Data sent to it by the Buyer;"		CCS is content with the current drafting
105			" <b>Services</b> " should be replaced with " <b>Fraud Services</b> "		CCS is content with the current drafting
106		5.5	"The Buyer can at its sole discretion reject <u>the provision of Fraud Services by the Supplier</u> where and to the extent <u>the Fraud Services are not provided in accordance with the requirements of the Contract or this Section 5...</u> "	This clause 5.5 states "...of the requested standard". This is not an objective standard and would be very difficult for any party to be confident that this had been achieved.	CCS is content with the current drafting
107		6.1	"The Supplier Assets (including any APIs) are and shall remain the property of the Supplier and the Buyer will not acquire ownership of, <u>other than as expressly set out in the Contract.</u> "  Can you explain where the sentence underlined above could apply?	The sentence in clause 6.1 opposite "other than as expressly set out in the Contract." should be removed.  It is difficult to identify a situation where the Buyer would take full or part ownership of any Supplier Assets .	CCS is content with the current drafting
108		8.7	The indemnity request is only in favour of the Buyer and is to cover "all Losses" which is the broadest possible interpretation as it covers "a Default or due to the negligence of the Supplier, its servants or agents".	Fraud Services gather information from third party and publically available sources to help assess the validity of transactions, and it is not reasonable to ask the Supplier to give an indemnity in relation to information that the Supplier has no control.	CCS is content with the current drafting
109		8.7 8.7.1 and 8.7.2	Suggested revised draft wording below:  "8.7 The Supplier indemnifies the Buyer against all Losses incurred by the Buyer:  8.7.1 whilst the <u>Fraud Services</u> are, or as a result of the <u>Fraud Services</u> being, unavailable for use by the Buyer, a Related Supplier and/or a Payer, <u>in respect of an unremedied breach by the Supplier or an appointed subcontractor of the Supplier;</u> or  8.7.2 in connection with any claim brought against the Buyer by or on behalf of a third party (including a Payer) <u>as a result of an unremedied breach by the Supplier or an appointed subcontractor of the Supplier.</u> "	The current clause 8.7.2 means that the Supplier could be responsible for all losses of the Buyer, and not just in relation to Fraud Services.  Reference to "allegation" has been removed as it is so broad that this could refer to any vexious claim or unsupported allegations.	CCS is content with the current drafting
110		10.1	" <u>Subject to clause 5.5, at any time, the Buyer can terminate the Supply of any <u>Fraud Services</u> by giving at least 10 days' written notice to the Supplier.</u> "	Having a termination right for convenience cuts across other clauses and does not seem reasonable in context of the broader agreement and the "Supply Period".	Please see updated Terms when published - CCS believe has resolved this issue
111					
112	Section 6 - PISP Services Terms				
113		"Open Banking Payment"	"Buyer's bank account" should be expanded, as this account could be a PSP's account on behalf of the Buyer where the service includes PISP and collection.		Please see updated Terms when published - CCS believe has resolved this issue

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114		"PISP Service Fee"	We are planning on a single fee for initiation and collection and this definition should reflect this. This structure does not include or allow for charging for this part of the service.  We are also planning on charging an additional fee for refunds. The definition only implicitly covers both scenarios – initiation, and initiation and collection.		CCS is content with the current drafting
115		4.4	Does this mean the Buyer want them to work like card payments i.e. PSP manages them, or the Buyer manages them? E.g. C-level vs M-level?  If the Supplier collects (M-level) we can enable refunds, if it is C-Level, the supplier have no role in enabling this, as funds go directly to the Buyer's bank account.		CCS is content with the current drafting
116		5.3	Recurring payments are not currently fully supported in Open Banking. It only supports Single Immediate payments only.		Please see updated Terms when published - CCS believe has resolved this issue
117		5.5	"The Buyer can at its sole discretion reject <u>the provision of PISP Services and/or Deliverables</u> where and to the extent <u>the PISP Services and/or Deliverable are not provided in accordance with the requirements of the Contract or this Section 6...</u> "	This clause 5.5 states "...of the requested standard". This is not an objective standard and would be very difficult for any party to be confident that this had been achieved.	Please see updated Terms when published - CCS believe has resolved this issue
118		6.1	"The Supplier Assests (including any APIs) are and shall remain the property of the Supplier and the Buyer will not acquire ownership of, <u>other than as expressly set out in the Contract.</u> "  Can you explain where the sentence underlined above could apply?	The sentence in clause 6.1 opposite "other than as expressly set out in the Contract." should be removed.  It is difficult to identify a situation where the Buyer would take full or part ownership of any Supplier Assets .	Please see updated Terms when published - CCS believe has resolved this issue
119		6.3	Clause 6.3 should be removed. There is no basis for the Buyer to own any New IPR developed by the Supplier.	This could have significant consequences on the Suppliers transaction monitoring offering for their entire client base.	Please see updated Terms when published - CCS believe has resolved this issue
120		7.1	"Payment Services Regulations 2017" needs to be expanded to include other NCA for PISPs licenced in the EEA. Also, what about passporting and how is this dealt with?		Please see updated Terms when published - CCS believe has resolved this issue
121		7.1.1.1	Refunds should also be covered under this clause.		Please see updated Terms when published - CCS believe has resolved this issue
122		7.1.1.2	This clause 7.1.1.2 should be removed because it is not relevant to PISP. The issuer retains fraud liability and so fraud scanning is not required.		CCS is content with the current drafting
123		7.1.2	Scope in relation to "all existing and new banks" is very broad, and the requirement is not realistic to achieve.  Suggest inserting "as updated from time to time" to provide a sensible 'middle ground'.  Please explain the "international" reference?		Please see updated Terms when published - CCS believe has resolved this issue
124		7.1.6	Please explain what this clause means. As a regulated service, there must be contractual terms in place.  This clause 7.1.6 should be removed.		Please see updated Terms when published - CCS believe has resolved this issue
125		7.3	"Where practicable, the Supplier shall ensure the Buyer can decide which banks and account types and other information sources can be connected to at any time for the purpose of Transactions.		Please see updated Terms when published - CCS believe has resolved this issue
126		7.4	Its unclear what steps a Supplier could take in this context.		CCS is content with the current drafting
127		7.11	Please explain why it is appropriate for the Supplier to give indemnities and Remedies for a service over which it has no control.	Indemnities and Remedies are not appropriate in the context of PISP Services.	CCS is content with the current drafting

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128		7.14	Please clarify the intention of this clause and amend. It appears this is an open ended obligation on the part of the Supplier to support the Buyer.  Suggest inserting the following:  "Where practicable, the Supplier will assist with and co-operate in any [bank certification, connectivity to the Buyer's relevant equipment, systems and/or providers as required by the Buyer]"		Please see updated Terms when published - CCS believe has resolved this issue
129		8	As specified in the MSA, is the Supplier offering a regulated service under PSD2, and if so, how would these be referenced?		Please see updated Terms when published - CCS believe has resolved this issue
130		9.1	"Subject to clause 5.5, at any time, the Buyer can terminate the Supply of any PISP Services by giving at least 10 days' written notice to the Supplier."	Having a termination right for convenience cuts across other clauses and does not seem reasonable in context of the broader agreement and the "Supply Period".	Please see updated Terms when published - CCS believe has resolved this issue
131		11.1	The Supplier shall provide the Buyer with reporting at the times and in the format <u>provided by the Supplier</u> , including in relation to:		CCS is content with the current drafting
132		Annex A, para 2	This cannot be forced on the Supplier. The use of certain banks would vary at our discretion or by Law e.g. based on integration and bank availability, sanctions etc... Such lists are always changing.		Please see updated Terms when published - CCS believe has resolved this issue
133		Annex A, para 6	If required by the Buyer, and if supported by the Supplier, the Supplier shall provide [auto-populated or manual-entry page(s) on the [portal]] in order to capture the data required to process Transactions and provide the Services and the Buyer with the relevant reporting information when required by the Buyer. The relevant data shall include the following fields:		Please see updated Terms when published - CCS believe has resolved this issue
134		Annex A, para 6.1	Data available will depend on whether a PISP is handling the funds flow or not.		
135		Annex A, para 6.6	Please clarify what this clause refers to.		
136		Annex A, para 6.8	This information is not shared with the Buyer		
137		Annex A, para 8	"or other API Standard" to be inserted		
138		Annex A, para 10	Please remove this clause as it is not relevant for PISP.		
139		Annex A, para 15	Please remove this clause as it is not relevant for PISP.		
140		Annex A, para 16	Please remove as this is seemingly more relevant for Merchant Acquiring and not PISP.		
141		Annex A, para 17	Please remove this clause as it is not relevant for PISP.		
142		Annex A, para 19	This is not supported currently in Open Banking PIS flows.		
143		Annex A, para 24	This is not currently part of the PISP.		
144		Annex A, para 28	This is only relevant to cards – all transactions are authorised by the issuing bank		
145		Annex A, para 30.2	These are card status terms and as such are not relevant to PISP.		

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146		Annex A, para 33	This is not relevant to PISP, as PISP transactions do not support chargebacks. Refunds can only be supported when the Supplier is in the funds flow (M-Level).		
147		Annex A, para 36.2	99.999% is not realistic		