

# Payzone

Engineers, Telemarketing  
Calls and where is the 28  
day notice and updated  
terms and conditions?



**NFRN**  
Federation of Independent Retailers

 **payzone**

**The NFRN had a meeting with Payzone on 6 September to discuss the following concerns:**

- **Unexpected Engineer visits to install new tablet technology.**
- **Telephone calls from Payzone discussing the Contract.**

**The NFRN reiterated its agreement with Payzone that the following should happen:**

- **Regardless of the previous letters dated 4 or 18 August from Payzone, ALL Retailers should receive a NEW 28 day notice period letter with respect to the new tablet notification and the opportunity to exit the old contract.**
- **The NEW 28 day notice period letter should provide a link to the NEW T&C.**
- **Until Retailers receive the NEW 28 day notice letter with link to the new T&C, retailers can postpone any engineer visit to their business to install the new terminal (see next page).**
- **Those Retailers that have already had the new tablet installed, or intend to take the new tablet prior to the new 28 day notice and new T&C have been publicised, have the same rights in that they can decide to accept or decline the new T&C once in receipt of the 28 days notice letter.**

**From Monday 11 September Payzone will be making telephone calls to all their retailers to “book a date and time” when it suit engineers to visit their store to implement the new tablet.**

## **RETAILER RIGHTS**

<b>Retailer reserves the right to refuse an engineer appointment before the new 28 day notice and new t&amp;c has been received and decided upon</b>	<b>Retailer agrees to an engineer visit prior to receiving the 28 day notice and new t&amp;c</b>
Retailers can reserve the right to ask the operator to make another telephone call to discuss an engineer visit, after they receive the NEW 28 day notice and new Terms and Conditions.	If retailers are happy to make an appointment for the engineer to install the new equipment, prior to receiving the new 28 day notice and updated T&C, retailers still have 28 days, once the new equipment is installed, to make contact with Payzone to terminate their “old contract” and finalise their relationship with Payzone. Payzone will agree a “mutual” date with the retailer to finalise the “old contract”.
Payzone cannot “turn off” the current terminal to prompt the retailer to make a decision if the retailer has verbalised that he wishes to wait until he has received the new 28 day notice and revised T&C before making a decision.	
An engineer cannot make an “unannounced” visit to install a new terminal “just because he is in the area” if the retailer has not agreed an appointment. The retailer reserves the right to ask him to leave.	

# Making the decision

CURRENT TERMINAL COST	NEW TERMINAL COST
Low transaction charge for retailers that fall below 40 transactions per week.	Low transaction charge for retailers that fall below 40 transactions per week.
	Broadband cost - should your business not already have broadband facility.
	£1 per week rental initially.
	Payzone are moving towards an EPOS facility - price to be confirmed.  All of this will be subject to discussion with the retailer during the new T&C implementation.



## Retailers should be aware of the following prior to making their decision over the new Terms and Conditions.

CLAUSE	NFRN CONCERN	PAYZONE RESPONSE
Schedule of Charges	Fee for missed direct debit £95 and resubmission charge £10.	Payzone position on this is, "Payzone will not charge the full £95 AMOUNT per failed DD or the additional £10 resubmission charge, however, they reserve the right to work from the sundry charge schedule.
Low Transaction charge	Depending on geographics and portfolio of Payzone suppliers, retailers may genuinely not be able to meet the 40 transactions per week.	Payzone do not wish to "earn less" than the value they invest as they are investing a £600 terminal in each retailer's premises. HOWEVER, they appreciate that retailers also need to weigh up their economies of scale before agreeing to the new contract. If there are retailers that genuinely do not have the opportunity to meet the 40 transactions, Payzone will consider an "embargo" on their account to avoid the charge.
Valid invoice		Payzone will deploy an enhanced invoice solution as part of the Tablet Roll Out early 2018.

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CLAUSE	NFRN CONCERN	PAYZONE RESPONSE
Credit for “voided” mobile top ups		Payzone agree to take forward the NFRN’s issue in respect of credits with the mobile operators. They gave an example of Vodafone not crediting but Orange would credit.
Contract tenders	<p>The NFRN know that when contracts are out for tender retailers end up worse off in the battle for the deal.</p> <p>The NFRN message to ALL suppliers is: when tendering for contracts they should estimate the true cost of fulfilling the contract - which includes the technical skill and experience of retailers - within their strategy and positioning for that business.</p> <p>The NFRN believe there needs to be much work carried out at grassroots level with Local Government and Utility companies to understand the true cost of managing their billing.</p> <p>The additional “footfall” argument has been outplayed for far too long.</p>	Payzone stated that they “champion” the retailer cause within tenders, however, in the “commercial world” to win a tender against a “competitor” achieving this goal can be challenging.

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CLAUSE	NFRN CONCERN	PAYZONE RESPONSE
<p>No increase in the 99p per week terminal rental</p>		<p>Payzone are making moves to progress their Tablet to an EPOS facility and ran through the possible costings, which they guarantee will not exceed £10 per week – eg 99p for rental of terminal, £2,49 for cr/dr and £6 for EPOS facility.</p> <p>Retailers will have the “option” of “opting in for the additional facility/ costings”</p>
<p>Data Protection</p>	<p>As part of the Data Protection clause, Payzone require personal data of retail staff. The NFRN have informed Payzone that, should retailers agree to this clause they would be in breach of data protection therefore they have asked Payzone to revise the clause.</p> <p>The NFRN informed Payzone that it should not be holding on to “retailers” data after the contract ceases for marketing or profiling purposes unless the retailer consents to do so.</p>	<p>Payzone believe having the name of the staff member they can speak with should the proprietor not be available would not be deemed as holding “personal data of retail staff”.</p> <p>Payzone have confirmed they will not hold any non-relevant, non-operational data.</p>

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CLAUSE	NFRN CONCERN	PAYZONE RESPONSE
<p>Insurance of the terminal for £650</p>	<p>The retailer is required under the contract clause to cover the terminal for £650 value with £250k aggregate cover.</p> <p>The NFRN called on our Retail Mutual Insurance professionals to ask the position on this clause and what was revealed was quite interesting.</p> <p>The NFRN quotes Retail Mutual -</p> <p>A worst case scenario could be that through Payzone's negligence the Payzone equipment catches fire and as a result burns down the retailer's building. If negligence could be proved then the insurer would attempt a recovery from Payzone, through the courts if necessary, the full cost of reinstating the damage caused.</p> <p>Retail Mutual cannot comment on all companies but they understand that if the retailer did not specifically notify their insurer for the need to insure the item as per the Payzone clause, cover could not extend to such items and Payzone would have no rights to recover the cost of the terminal from the insurer and one would assume they would then seek to recover the cost (£650) from the retailer.</p> <p>In terms of cover where we are covering a business and that business is legally/contractually/financially responsible to cover Third Party goods, insurers are able to provide cover. The sums covered will be added within the quote and the interest of any Third Party property will be noted under 'interested parties', which is asked in the question set. There may be a price for extending such cover and this depends on what it is we are covering e.g. an ATM would be rated higher than a coffee machine.</p>	<p>Payzone recognise this position.</p>



**NFRN Connect: 0800-121-6376**

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