

# edge+ Payment & POS Service Agreement

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GETEDGE PAYMENTS LTD T/A edge+

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These Terms & Conditions (“Terms”) apply to the provision of payment, POS, software, and related services by GETEDGE PAYMENTS LTD T/A edge+ (“edge+”) to the customer (“Customer”).

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## 1. Binding Effect

These Terms become legally binding when incorporated into a signed Agreement, Order Form, or Service Schedule.

By entering into an Agreement, the Customer confirms that they have read, understood, and accepted these Terms.

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## 2. Scope of Services

edge+ provides a combination of:

- Card payment terminals and related hardware
- EPOS hardware and peripherals
- EPOS software and applications
- Software developed and supplied by edge+
- Third-party software and SaaS solutions
- Installation, configuration, integration, and support services
- Connectivity devices and associated services

Services are provided on a rolling monthly basis unless otherwise stated.

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## 3. Equipment Ownership

All hardware supplied remains the property of edge+ or its licensors unless expressly stated otherwise in writing.

No ownership transfers to the Customer.

The Customer is granted a non-exclusive right to use the Equipment solely for business purposes during the term of the Agreement.

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## 4. Software Licensing

#### 4.1 edge+ Software

Software developed or supplied by edge+ is licensed, not sold.

The Customer receives a non-exclusive, non-transferable licence to use the software for internal business purposes only.

The Customer must not:

- Copy, modify, reverse engineer, or distribute the software
- Attempt to access source code
- Use the software for unlawful purposes
- Provide access to third parties without permission

edge+ retains all intellectual property rights.

#### 4.2 Third-Party Software

Where third-party software is provided:

- The Customer may be subject to separate licence terms
- Access may be suspended if the third-party provider terminates service
- edge+ does not control third-party software functionality or availability

edge+ acts as reseller, integrator, or configuration provider unless explicitly stated otherwise.

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## 5. Charges & Billing

Charges are set out in the Agreement.

- Invoices are issued monthly in advance unless otherwise agreed
- Payment is typically collected by Direct Debit
- Payment terms are 14 days from invoice date unless stated otherwise

Failure to pay may result in:

- Suspension of services
- Remote disabling of equipment or software
- Withdrawal of support
- Recovery action for outstanding sums

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## 6. Term & Termination

This Agreement operates on a rolling monthly basis.

Either party may terminate by giving a minimum of 30 days' written notice.

Upon termination:

- All equipment must be returned within 5 working days
- Access to software and services may be revoked
- Outstanding charges remain payable

Non-returned or damaged equipment will be charged in accordance with Clause 11.

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## **7. Customer Responsibilities**

The Customer agrees to:

- Use equipment and software in accordance with instructions
  - Maintain adequate internet and power supply
  - Ensure staff are properly trained
  - Protect login credentials and system security
  - Comply with payment security standards (including PCI requirements where applicable)
  - Notify edge+ promptly of faults, misuse, or security incidents
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## **8. Support & Maintenance**

Standard support is provided during business hours (Monday–Friday).

Out-of-hours support may be available by prior agreement.

edge+ will use reasonable efforts to resolve faults but does not guarantee resolution times.

Replacement equipment will be provided where reasonably possible, subject to availability.

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## **9. Payment Enforcement & Service Restriction**

edge+ reserves the right to suspend or restrict services where:

- Payments are overdue
- Fraud or misuse is suspected
- Legal or regulatory requirements apply
- Equipment is not returned

Equipment or software may be remotely disabled where necessary.

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## **10. Connectivity & Service Availability**

Services may rely on:

- Internet connectivity
- Mobile networks
- Third-party platforms
- Utility services

edge+ does not guarantee uninterrupted operation.

edge+ is not liable for downtime caused by:

- Network outages
- Third-party failures

- Environmental factors
- Power interruptions
- Events outside its control

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## **11. Loss, Damage & Non-Return**

The Customer is responsible for all supplied equipment.

Replacement charges (excluding VAT) may include:

- Card terminal — £275
- Till screen — £300
- Cash drawer — £50
- Receipt printer — £100
- Barcode scanner — £120
- Order printer — £200
- Delivery or collection — £50

Replacement charges apply where equipment is lost, stolen, damaged beyond repair, or not returned.

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## **12. Third-Party Services & Merchant Accounts**

edge+ may introduce, resell, configure, integrate, or support services provided by third parties, including:

- Acquiring banks
- Payment processors
- Gateway providers
- Software vendors
- Telecommunications providers
- Hardware manufacturers

Where third-party services are involved:

- Approval, pricing, and service availability are determined solely by the third party
- edge+ does not hold or control customer funds
- edge+ is not responsible for settlement delays or provider decisions
- Separate agreements may be required with those providers

edge+ acts as introducer, reseller, integrator, or support provider unless expressly stated otherwise.

edge+ is not an acquiring bank, payment processor, or regulated payment institution.

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## **13. Limitation of Liability**

To the fullest extent permitted by law, edge+ shall not be liable for:

- Loss of profits or revenue

- Business interruption
- Loss of data or goodwill
- Indirect or consequential losses

edge+ total liability for direct losses shall not exceed the fees paid by the Customer in the preceding three months.

Nothing in these Terms excludes liability for death or personal injury caused by negligence or for fraud.

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## **14. Intellectual Property**

All intellectual property rights in equipment, software, documentation, and services remain with edge+ or its licensors.

The Customer acquires no ownership rights beyond the permitted use described in this Agreement.

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## **15. Force Majeure**

edge+ shall not be liable for failure or delay caused by events beyond reasonable control, including:

- Natural disasters
- War or terrorism
- Industrial action
- Pandemic or epidemic
- Utility failures
- Internet or telecommunications outages
- Third-party supplier failures

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## **16. Electronic Execution**

These Terms may be provided electronically.

Electronic signatures (including via SignNow or equivalent platforms) have the same legal effect as handwritten signatures.

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## **17. Governing Law**

These Terms are governed by the laws of England and Wales.

Any disputes shall be subject to the exclusive jurisdiction of the English courts.

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## **18. Entire Agreement**

These Terms, together with the signed Agreement or Service Schedule, constitute the entire agreement between the parties.

No prior representations or communications shall modify these Terms unless confirmed in writing.

