

# **2022 Banking Booking Form**

This is your Booking Form to order any cash change that you will require for your business activities at events where COTM are providing an ATM service. Your change order will be available for collection at your convenience from our banking unit, which will be located on the site.

This Booking Form also sets out the terms on which we are offering rebanking services during the events.

Our Terms of Business are annexed to this Booking Form and you are encouraged to read them in full prior to signing up to any of the services we offer. By signing the Booking Form, you agree that you have read, understood and agree to be bound by our Terms of Business. We recommend that you keep a copy of the Booking Form for your own records.

## Step 1 - Change Order

Please tell us at least two weeks prior to each event precisely how much change you would like us to bring for you.

Event:	Date:				
£in £20 notes (in denominations of £1,000 only)	£in £2 coins (in denominations of £500 only)	£In 20p coins (in denominations of £250 only)			
£in £10 notes (in denominations of £1,000 only)	£in £1 coins (in denominations of £500 only)	£In 10p coins (in denominations of £100 only)			
£in £5 notes (in denominations of £1,000 only)	£in 50p coins (in denominations of £250 only)	£In 10p coins (in denominations of £100 only)			
Total Change Order = £	r = £				

## Step 2 - Change Order Payment

Our charges for processing and delivering your Change Order will be 1.2% of the Total Change Order. So for example, if you order £1,000 in change, we will charge you £12.00 for the service.

In addition to filling out this form, you must send cleared funds to our Client Account (details below) three working days prior to each event, if we are to be able to process your Change Order in time.

Our Client Account details are as follows;

Sort code: 56-00-36 / Account number: 33739897 / Reference: Your Trading Name / Account Name: Dominion ATM Banking Systems Limited Clients Account. We can accept payment by CHAPS, Faster Payment & BACS Payment. Please note that BACS Payments take up to 3 working days to reach our account.

# Step 3 - Change Order Collection

We will deliver your Total Change Order in our Banking Unit for you to collect onsite at an agreed time.



# Step 4 - Rebanking Service

We are pleased to offer you the opportunity to rebank your cash takings with us during each event. This service is for the rebanking of notes and coins only. Cheques will not be accepted.

Our charges for rebanking will be 0.6% of the total funds received in notes and 1.2% of the total funds received in coins that you rebank with us.

All funds that you rebank with us will arrive back in your nominated bank account as cleared funds within three working days following each event, net of our rebanking charges which are set out above.

If you would like to use our rebanking service, please provide us with an estimate of your rebanking requirements. Don't worry about being completely accurate with your estimate - at this stage it's only an estimate that we require, and you will be able to rebank more or less than your estimate based on your requirements during each event.

	Day 1	£	Day 2	£	Day 3	£
	Day 4	£	Day 5	£	Day 6	£
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Con	npany Ado	dress				
Pos	t code	Tele	ephone		Email	
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## Dominion ATM Banking Systems Limited (trading as 'Cash on the Move') Terms of Business

Dominion ATM Banking Systems Limited, trading as Cash on the Move, whose registered office is at 325 Oldfield Lane North, Greenford, Middlesex, United Kingdom, UB6 0FX ("the Company"), agrees to provide the following services at events where COTM are providing ATMs ("the Events"):

- (1) to provide the cash change (the "Change") to the Customer at the Events as specified by the Customer in the attached Banking Booking Form ("the Booking Form") provided that all relevant details are notified to the Company at least two weeks prior to the event and paid for as cleared funds at least three working days prior to the start of the event and
- (2) to rebank notes and coins of legal tender in Sterling ("Cash") during the Events for the Customer provided that they have read, accepted and signed a fully completed Booking Form;

The Terms and Conditions set out below should be read in conjunction with the terms contained within the Booking Form attached, which together form the contract between the Company and the Customer.

#### **Definitions**

In these Terms and Conditions ("**the Conditions**") the following definitions are used in conjunction with those stated above;

- 1.1. **"Banking Unit"** means the vehicle unit located onsite at each of the Events from which collections and deliveries of Change and Cash will be made.
- 1.2. "Collecting Point" and "Delivery Point" means the Banking Unit;
- 1.3 **"Commencement Date"** means two weeks prior to the start of each of the Events as specified by the Customer in the attached Banking Booking Form.
- 1.4. "Contract" means the terms relating to the Services agreed between the Company and the Customer as set out in the Booking Form and the Conditions;
- 1.5. "Contract Period" means the period of the Contract from the Commencement Date until the date the Change has been provided to the Customer at each of the Events; or (if the Rebanking Service is used by the Customer) the date the sum equal to the Cash which has been rebanked with the Company (less the Charges) has been transferred to the Customer but which shall be capable of early termination by the Company in accordance with paragraph 12;
- 1.6. **"Charges"** means the total of all charges made by the Company for the provision of the Services, as set out in the Booking Form;
- 1.7. "**Customer**" means the person, firm or company named in the Booking Form that enters into the Contract with the Company;
- 1.8. "Customer's Authorised Representative" means the person authorised by the Customer and notified to the Company into whose custody the Change is to be delivered to at the relevant Delivery Point by the Company;
- 1.9. "**Services**" means the services to be provided pursuant to the Contract and more particularly detailed in the Booking Form;

#### 2. General

- 2.1 The Conditions shall apply to any agreement between the Company and the Customer relating to the Services and the Customer shall be deemed to have notice of the conditions if and as soon as he places an order with or accepts tender from it relating to the Services. The Contract Conditions and the Booking Form constitute the entire Contract between the Company and the Customer as far as concerns the provision of the Services.
- 2.2 No variation or waiver of or addition to the Contract Conditions shall be binding upon the Company unless and until it is confirmed in writing by a Director of the Company, and, for the avoidance of doubt,



it is declared that no person other than such Director has any authority to negotiate or enter into any commitment on behalf of the Company.

## 3. Payment and Pricing

- 3.1. The Customer agrees that it will pay the Charge for the Change Order in addition to the Total Change Order at least three working days prior to the start of each of the Events. If this Charge is not paid by this time, the Company will deduct the Charge from any funds received on account of the Change Order. In these circumstances, the Customer agrees and accepts that the amount of Change that it will have available for collection at each of the Events will be reduced by the level of the Charge.
- 3.2. The Customer agrees and accepts that the Charge for the Rebanking Service will be deducted from any Cash received by the Company from the Customer or the Customer's Authorised Representative during the Contract Period.
- 3.3 No payment for Charges shall be treated as made until it is received as cleared funds by the Company.
- 3.4. The Company is registered for Value Added Tax, so there will be Value Added Tax payable for the Services.

#### 4. The Services

- 4.1. The Company shall provide the Services at each of the Events.
- 4.2. The Company shall be entitled to select the manner and route of the supply, carriage and rebanking of the Change and Cash it handles on behalf of the Customer.
- 4.3. The Company shall use all reasonable endeavours to ensure that at the pre-arranged time, the Change shall be available for collection at the Collecting Point by the Customer or the Customer's Authorised Representative;
- 4.4. A receipt signed by the Customer or the Customer's Authorised Representative shall be treated by both the Customer and the Company as conclusive evidence of the collection of any Change from the Banking Unit.
- 4.5. The Company will supply numbered money bags to the Customer prior to the start of each of the Events. These bags must be used by the Customer or the Customer's Authorised Representative to rebank Cash. The bags must be securely fastened to the reasonable satisfaction of the Company so that access cannot be obtained to the contents thereof without tearing, cutting, breaking or otherwise damaging such money bags. If a money bag is not properly sealed and fastened to the reasonable satisfaction of the Company, the Company shall not be obliged to accept the Cash from the Customer or the Customer's Authorised Representative.
- 4.6. The Company will supply paying-in-slips to the Customer prior to the start of each of the Events. These paying-in-slips will need to be completed and signed by the Customer or the Customer's Authorised Representative and placed inside each money bag. Each bag will then need to be sealed and delivered to a representative of the Company at the Delivery Point. The Company will hand the Customer a receipt and this receipt shall be treated by both the Customer and the Company as conclusive evidence of the delivery of Cash to the Banking Unit.
- 4.7. All Cash received by the Company will be opened, counted and verified under video surveillance. In the event that there is a discrepancy between the amount shown on the paying-in-slip and the amount of Cash counted by the Company, the Company shall notify the Customer of the discrepancy and invite them to review video surveillance as proof of the actual amount received from the Customer.
- 4.8. The Company shall send rebanked Cash, net of Charges, to the Customer's nominated bank account (specified on the Booking Form), via immediate bank transfer, within three working days following the conclusion of each of the Events.



## 5. Time for performance of Services

Time for the Company's performance of Services shall be as set out in the Booking Form but it is accepted by the Customer that these times are subject to paragraph 7 below.

#### 6. Duration

The Contract shall commence on Commencement Date specified in the Conditions, and shall continue for the Contract Period.

# 7. Force majeure

The Company shall not be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its control including without limitation any delay caused by any act or omission of the Customer. In such event, the Company shall notify the Customer and shall, at the Company's option be entitled to suspend the Services until such circumstances have ceased.

### 8. Risk and Limit on Liability

- 8.1. The Company shall be liable for:-
- 8.1.1. The loss of or damage to any Change or Cash carried or stored under the Contract and whilst under the control of the Company.
- 8.2. And without limiting the generality of the foregoing condition 8.1 the Customer will be solely liable for any Cash delivered to the Company, which is not deposited in a sealed money bag;
- 8.3. To the fullest extent permitted by law, the liability of the Company specified in the provisions of this condition 8, shall be the only liability which the Company has to the Customer, and the Company shall in no circumstances whatsoever be liable for loss of profits, loss of business, depletion of goodwill, loss of anticipated savings, loss of contract, loss of use, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered by the Customer.
- 8.4. Liability for Change will cease at the threshold of the Collection Point.
- 8.5. Liability for Cash will only begin at the threshold of the Delivery Point.
- 8.6. The Company will arrange sufficient insurance for the Change and the Cash whilst under its control and responsibility.
- 8.7. The Company will use a separate ring fenced client bank account for the Change and the Cash.

## 9. Customers Indemnity

- 9.1 The Customer agrees that it shall for all purposes be and shall be treated as the sole and beneficial owner of the Change and or Cash which the Company may or intends to receive, hold, carry or deliver pursuant to the Contract. If any other person shall in respect of any such Change and or Cash make any claims upon the Company, than the Customer shall indemnify the Company and its servants or agents in respect of such Change and or Cash and all costs and expenses thereof.
- 9.2 In relation to rebanked Cash, the Customer agrees that it will only receive back the amount which the Company counts and verifies. The Company shall count and verify all Cash and any discrepancy between the amount of Cash counted and the amount of Cash the Customer records on the paying-in-slip, shall be investigated with the Customer.
- 9.3. The Customer agrees and accepts that any counterfeit notes detected from Cash received by the Company, will not be rebanked but will instead be made available for collection at a reasonable time by the Customer (or the Customer's Authorised Representative). The Company will deduct the counterfeit note amount from the total Cash received from the Customer before the balance of the rebanking is processed. There shall be no claim by the Customer against the Company for the counterfeit notes it supplies.



#### 10. Claims Notification

10.1. In order that the Company may notify its insurers in accordance with its insurance policy, the Customer or the Customer's Authorised Representative must notify the Company of any loss or damage giving rise to a claim in writing within 72 hours of its occurrence. In the event that the Customer or the Customer's Authorised Representative fails to do so and the Company's insurers reject the claim as a result, the Company shall not be responsible for the loss or damage suffered by the Customer.

10.2. Without undertaking any legal obligation, the Company will seek to settle lawful claims as soon as practicable.

#### 11. Extension of protection to employees and agents

The Customer agrees that whilst the Company's servants and agents perform the Services in the course of their employment, they will not incur any separate responsibility or liability whatsoever for any loss of or damage to Change and or Cash or any other loss or damage suffered by the Customer or any third party howsoever such loss or damage shall have been occasioned and such persons performing the Services in the course of their employment shall be entitled to the protection of all the limitations, exclusions, qualifications and defences that are available to the Company under the terms of the Contract.

#### 12. Termination

Without prejudice to any other right that the Company may have, the Contract may be terminated by the Company forthwith by notice in writing if the Customer (or the Customer's Authorised Representative) shall commit any breach of its obligations hereunder or (being an individual) shall commit an act of bankruptcy or (being a corporation) shall go into liquidation other than for the purpose of reconstruction or amalgamation, or shall suffer the appointment of a receiver of any of his/her or its property trading stock or income or make any deed or arrangements with or composition for the benefit of his/her or its creditors generally.

## 13. Assignment and Sub-contracting

The Contract is not transferable or assignable by the Customer without the Company's prior written consent. The Company shall be entitled to sub-contract all or any part of the Contract.

## 14. Interpretation and jurisdiction

The Contract shall in all respects be subject to and construed in accordance with English law and the parties to this agreement hereby submit to the exclusive jurisdiction of the Courts of England and Wales.