



# STATE BANK OF MAURITIUS LTD

## POS MERCHANT AGREEMENT

### THIS AGREEMENT

BETWEEN:

|       |                     |
|-------|---------------------|
| _____ | NAME OF<br>MERCHANT |
| _____ | ADDRESS             |
| _____ | MERCHANT<br>NUMBER  |

(“THE MERCHANT”)

And

**STATE BANK OF MAURITIUS LTD**  
**Queen Elizabeth II Avenue**  
**Place D’Armes**  
**PORT LOUIS**  
**Here after called SBM LTD**

**PROVIDES** as follows

- (1) The following expressions used in this Agreement have except where not appropriate in the context, the following meanings:
  - (i) **Visa card** means a card issued by a member or affiliate of **Visa International Service Association** on which the **Visa** marks appear, and any other card conforming to the standards established by Visa International Service Association
  - (ii) **MasterCard** means a card issued by a member or affiliate of **MasterCard International** on which the MasterCard marks appear, and any other card conforming to the standards established by MasterCard International;
  - (iii) **Cardholder** means any person in whose name a Visa/ MasterCard card has been issued by an issuer of Visa /MasterCard cards and any other person authorised to use a Visa/ MasterCard card.
  - (iv) **Authorised Floor Limit** means the total value of sales, which a merchant is authorised from time to time, to make to a Cardholder on any occasion without authorization.
  
- (2) In consideration of SBM LTD agreeing to make payment to the merchant of the price of the goods and services supplied to Cardholders in discharge of the Cardholder’s debt for such price the merchant undertakes to the SBM LTD that he will:



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- (i) at all times observe the provisions of this Agreement;
- (ii) honour all valid Visa/MasterCard cards presented by supplying goods and services to the Cardholders to the **Merchant's normal prices**;
- (iii) use only the authorised sales and credit vouchers provided or approved;
- (iv) establish a fair policy for the exchange or return of merchandise and give credit upon each such return, **not in cash** but by the issue to the cardholder of a credit voucher;
- (v) obtain prior authorisation for any sale of the Authorised Floor Limit which is established in paragraph (15) and not split sales which would otherwise be in excess of such limit;
- (vi) perform all obligations to Cardholders in connection with the transaction giving rise to the issue of the sales voucher prior to submitting such sales voucher to SBM LTD;
- (vii) present all sales and credit vouchers to SBM LTD within a week after their issue;
- (viii) if less than the full amount of any sales transaction is included in the sales voucher obtain cash payment in full for the balance due at the time it is completed;
- (ix) permit SBM LTD to debit the Merchant's account with:
  - a) the full amount of the credit vouchers issued by the merchant thereunder;
  - b) any overcredits made by SBM LTD in respect of sales vouchers due to error or omissions;
  - c) any credits made by SBM LTD in respect of sales vouchers which are not valid;
  - d) any other moneys due to SBM LTD by the merchant pursuant to this agreement.
- (x) permit Visa/ MasterCard to charge or credit to the account of the merchant without notice any deficiencies or overcharges established after audit or check by SBM LTD such account;
- (xi) pay on demand the amount of any debit as aforesaid which may remain unpaid
- (xii) not make any warranty or representation whatsoever in relation to any goods or services supplied by the Merchant which may bind the SBM LTD;



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- (xiii) use reasonable care in the sales transaction to detect forged or unauthorised signatures;
  - (xiv) indemnify SBM LTD from and against all losses, expenses and damages which Visa/ MasterCard may suffer or incur as a result of the failure of the merchant to observe any of the Merchant' obligations thereunder or arising from any dispute between the merchant and any customer in respect of goods and services;
  - (xv) display prominently in his place or places of business the Visa/ MasterCard insignia supplied;
  - (xvi) permit SBM LTD to inspect and examine the books of account and records of the Merchant relating to any Visa/ MasterCard transaction;
  - (xvii) retain copies of sales vouchers and credit vouchers for one year from the issuance and make them available to SBM LTD upon demand.
- (3) SBM LTD agrees with the Merchant and undertakes to:
- (i) purchase all valid sales vouchers issued by the merchant pursuant to this Agreement for amount shown on the signed sales voucher less the discount (MSC) listed in paragraph 16
  - (ii) supply the merchant with sales vouchers and other supplies including Visa / MasterCard decals and promotional material;
  - (iii) supply the Merchant with P.O.S terminals upon terms and conditions agreed to from time to time between the Merchant and SBM LTD.
- (4) SBM LTD and the Merchant mutually agree that a sales voucher shall not be valid if :
- (i) the transaction is illegal;
  - (ii) the signature on the sales voucher is forged or unauthorised;
  - (iii) the particulars inserted in the sales voucher are not identical with the particulars inserted in the copy given to the Cardholder;
  - (iv) the Visa/ MasterCard was accepted prior to its effective date, if any, or after the expiration date shown on its face;
  - (v) the Visa/ MasterCard is listed on the Restricted Card List in effect that has been furnished to the Merchant;
  - (vi) the price charged to the Cardholder for any item of goods or services on the sales voucher is in excess of the Merchant's normal price;
  - (vii) the amount sales voucher when added to the amount of other sales vouchers for goods and services supplied on the same occasion were in



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the excess of the Authorised floor limit and Authorisation has not been obtained;

- (viii) the voucher is incomplete or illegible;
  - (ix) The merchant accept a card to collect or refinance an existing debt or offer other goods or services not in relation to merchant's nature of business.
  - (x) Accept cardholder payments for previous card charges.
  - (xi) Disburse funds in the form of cash
  - (xii) Process a transaction for collection of a dishonored cheque.
  - (xiii) the Merchant has failed to observe this Agreement in relation to the transaction.
  - (xiv) If merchant submits to SBM Ltd a Visa/MasterCard transaction which is not relevant to merchant's nature of business unless specified and agreed in the Merchant Affiliation form.
- (5) It is agreed between parties aforesaid that SBM LTD may refuse to accept or having accepted, may chargeback any sales voucher if :
- (i) the sales voucher is not a valid sales voucher;
  - (ii) the Cardholder advises SBM LTD in writing stating the reasons that the Cardholder refused to pay for the sales voucher and that the Cardholder has valid claim or complaint with regards to the goods or services that were subject to the sale.
- (6) If the merchandise or service is purchased with a MasterCard or Visa card, upon a partial or entire return of merchandise or cancellation of service, or if the card acceptor agrees to a price adjustment, the card acceptor may not provide a full or partial refund or adjustment by cash or check or by any means other than by a credit to the card account used to purchase the merchandise or service.
- (7) SBM Ltd disclaims all liability in case it is unable to provide the service through "cas fortuit " force majeure or as a result of an event or circumstance beyond its control such as circumstances where the Point of Sales terminal or the communication fail, or any unforeseen event or problem which would not allow SBM Ltd to provide the service. Without prejudice, SBM Ltd will not be liable for any incidental, indirect, consequential or damages of any kind, however arising.
- (8) It is further agreed that the presentation by the Merchant to SBM LTD of any voucher shall constitute warranties to SBM LTD
- (i) that all statements of fact therein are true;
  - (ii) that the voucher is valid.



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- (9) The Merchant agrees and undertakes to return to SBM LTD the P.O.S terminal, sales vouchers, Visa/MasterCard decals and promotional materials supplied by SBM LTD upon the termination of this Agreement.
- (10) The Bank may at its discretion remove the POS Terminal if average monthly card business received is below Rs 50 000 / after a period of 3 months.
- (10) This Agreement may be terminated by SBM LTD at any time upon notice to the Merchant and by Merchant by giving at least 60 days prior written notice to SBM LTD and said termination shall not affect obligations incurred prior to termination.
- (11) Any notice under this Agreement may be signed on behalf of the party or parties giving it and will in addition to the ordinary modes of service be deemed to be duly served if posted in a prepaid envelope addressed to the party to be served, in the case of the Merchant at the address above and in the case of SBM LTD at the address provided to the merchant by SBM LTD.
- (12) This Agreement shall be binding upon the parties, their executors, administrators, successors and assigns, provided that the Merchant may not assign this agreement without written consent to SBM LTD. Where the merchant consists of any two or more persons their obligations thereunder shall be joint and several.
- (13) SBM LTD reserves the right to vary the terms of this Agreement or other written instructions which have been or may be issued by SBM LTD from time to time and to notify the Merchant of such variation by such means as SBM LTD thinks fit. Any such variation will become effective upon such notification.
- (14) This Agreement shall be governed by and construed in accordance with laws in force in THE REPUBLIC OF MAURITIUS.
- (15) Authorised Floor Limit NIL
- (16) Merchant Service Commission .....
- (17) Payment Terms- SBM LTD will pay for all signed sales vouchers received by Credit to Account Number .....
- ( 1 8 ) Value Added Tax will be charged on Merchant Discount Amount for each transaction.
- ( 1 9 ) The merchant agrees to take solely all responsibilities for Chargebacks on Manual Transactions.
- (20) A fee of Rs 1,000 will be charged as from the fourth month if business is below Rs 50,000 during the last three months**
- (21) Any damage caused to the SBM POS will be charged to the Merchant.
- (22) Merchant should call SBM hotline urgently on display of following message on POS screen:



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- (i) HOTLISTED CARD – CAPTURE CARD
- (ii) REFERAL / ENTER APPROVAL CODE / ENTER AUTH CODE

Signed by/For and on behalf of \_\_\_\_\_  
 (“The Merchant”)

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 SIGNATURE

Name : \_\_\_\_\_

Title : \_\_\_\_\_

READ & APPROVED \_\_\_\_\_

SIGNED by/for and on behalf of : **STATE BANK OF MAURITIUS LTD**

**Signature** : \_\_\_\_\_

**Name** : \_\_\_\_\_

**Title** : \_\_\_\_\_

Drawn up in two Originals in Port Louis this \_\_\_\_\_