

## Framework Schedule 6 (Order Form Template and Call-Off Schedules)

### Order Form

CALL-OFF REFERENCE: **TRHR3062**

THE BUYER: **Department for Transport (Central)**

BUYER ADDRESS: **Great Minster House  
33 Horseferry Road, London SW1P 4DR**

THE SUPPLIER: **Edenred (UK Group) Ltd**

SUPPLIER ADDRESS: **50 Vauxhall Bridge Road, London, SW1V 2RS**

REGISTRATION NUMBER: **[REDACTED]**

DUNS NUMBER: **210186342**

SID4GOV ID: **N/A**

### CUSTOMER HR/COMMERCIAL CONTACT

Name:	[REDACTED]	Position:	[REDACTED]
Telephone:	[REDACTED]	E-mail Address:	[REDACTED]@dft.gov.uk
Postal Address:	Department for Transport, 33 Horseferry Road		
Town/City:	London	Post Code:	SW1P 4 DR

### CUSTOMER ORDER CONTACT

Name:	[REDACTED]	[REDACTED]	[REDACTED]
Telephone:	[REDACTED]	E-mail Address:	[REDACTED]@dft.gov.uk
Postal Address:	Department for Transport, 33 Horseferry Road		
Town/City:	London	Post Code:	SW1P 4DR

### CUSTOMER INVOICING CONTACT

Name:	[REDACTED]	Position:	N/A
Telephone:	N/A	E-mail Address:	[REDACTED]
Postal Address:	N/A		
Town/City:	N/A	Post Code:	N/A

### [REDACTED] OFFICER

Name:	[REDACTED]	Position:	[REDACTED]
Telephone:	[REDACTED]	E-mail Address:	[REDACTED]h@dft.gov.uk
Postal Address:	Department for Transport, 33 Horseferry Road		
Town/City:	London	Post Code:	SW1P 4DR

### CUSTOMER DELIVERY ADDRESS FOR ANY GOODS

Postal Address:	Department for Transport, 33 Horseferry Road, London SW1P 4DR		
Town/City:	London	Post Code:	SW1P 4DR

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **31/07/2020**

It's issued under the Framework Contract with the reference number **RM6133** for the provision of Employee Benefits.

CALL-OFF LOT(S): Not applicable

## CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1(Definitions) RM6133*
3. *The following Schedules in equal order of precedence:*

- *Joint Schedules for RM6133*
  - *Joint Schedule 2 (Variation Form)*
  - *Joint Schedule 3 (Insurance Requirements)*
  - *Joint Schedule 4 (Commercially Sensitive Information)*
  - *Joint Schedule 6 (Key SubSuppliers)*
  - *Joint Schedule 7 (Financial Difficulties)*
  - *Joint Schedule 8 (Guarantee)*
  - *Joint Schedule 9 (Minimum Standards of Reliability)*
  - *Joint Schedule 10 (Rectification Plan)*
  - *Joint Schedule 11 (Processing Data)*
  - *Joint Schedule 12 (Supply Chain Visibility)*
- *Call-Off Schedules for RM6133*
  - *Call-Off Schedule 1 (Transparency Reports)*
  - *Call-Off Schedule 2 (Staff Transfer)*
  - *Call-Off Schedule 3 (Continuous Improvement)*
  - *Call-Off Schedule 5 (Pricing Details)*
  - *Call-Off Schedule 6 (ICT Services)*
  - *[Call-Off Schedule 7 (Key Supplier Staff)*
  - *Call-Off Schedule 8 (Business Continuity and Disaster Recovery)*
  - *Call-Off Schedule 9 (Security)*
  - *Call-Off Schedule 10 (Exit Management)*
  - *Call-Off Schedule 14 (Service Levels)*
  - *Call-Off Schedule 15 (Call-Off Contract Management)*
  - *Call-Off Schedule 16 (Benchmarking)*
  - *Call-Off Schedule 18 (Background Checks)*
  - *Call-Off Schedule 20 (Call-Off Specification)*

4. CCS Core Terms
5. *Joint Schedule 5 (Corporate Social Responsibility) RM6133*

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

None

CALL-OFF START DATE: **01/08/2020**

CALL-OFF EXPIRY DATE: **31/07/2023**

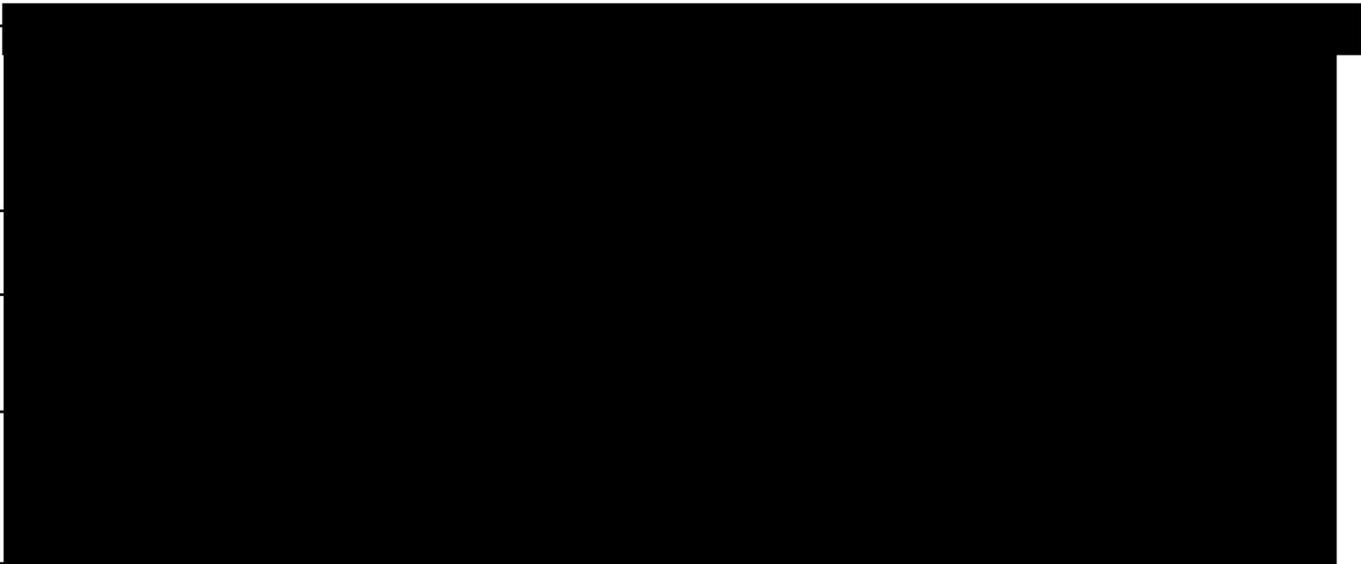
CALL-OFF INITIAL PERIOD: **3 years, 0 months**

CALL- OFF EXTENSION OPTION: **Up to 12 Months in the event that the framework optional extension is implemented**

**CALL-OFF DELIVERABLES**

**Online Employee Benefits Platform.** The Supplier shall provide an Online Employee Benefits Platform together with maintenance of the said platform to the Buyers to deliver the following benefits:

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**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.  
The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED]

**CALL-OFF CHARGES**

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Purchase Order, PO number to be provided by [REDACTED]@dft.gov.uk

**BUYER'S INVOICE ADDRESS:**

[REDACTED]

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]

Department for Transport, 33 Horseferry Road, London SW1P 4DR

**BUYER'S SECURITY POLICY**

Appended at Call-Off Schedule 9

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
50 Vauxhall Bridge Road  
London, SW1V 2RS

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]  
[REDACTED]  
[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]	[Redacted]
[Redacted]	Let's Connect
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	Role:	[Redacted]
Date:	31/07/2020	Date:	Aug 7, 2020

### Scope of Services

1. This Appendix 1, and any Service Criteria attached hereto, together detail the Services which will be performed by the Supplier in respect of the Users nominated by the Buyer.
2. The Supplier will provide the Services through the Customer Site, except any Additional Services which, due to their format or other characteristic, are not reasonably capable of provision through that Customer Site

### Customer Sites - User Data and User Login

3. The Buyer will provide the User Data, and all revisions concerning additional joiners and leavers, submitting electronic format files to the Supplier.
4. Within the Project Plan and prior to the Launch Date, the Parties will agree the User Data and the format of User Login. Any alteration to the User Data or User Login proposed or otherwise required by the Buyer after the Commencement Date shall be an Additional Service.
5. The Supplier shall provide Buyer and User access to the Customer Sites throughout the Term of the Agreement, subject at all times to the Buyer and Users being entitled to access the Module(s). The Supplier shall not be required by the Buyer to provide general internet access for the Buyer or Users, nor shall the Supplier provide such access.
6. The Buyer shall satisfy itself of the suitability of its own systems software and related capacity for the purpose of its employees addressing a Customer Site through the internet.
7. The Buyer warrants that it has agreed with its employees that email addresses provided by the Buyer within the User Data, or subsequently by the User within a Customer Site, will be used to provide the employee communications defined in this Agreement or as otherwise agreed in writing between the Parties.

### Support for the Buyer and Users

8. The Supplier will provide a **project manager** to the Buyer. The project manager will be responsible for the management of the initiation of the Customer Sites and Modules prior the Launch Date of each Module.
9. The Supplier will provide a **communications representative** in respect of assisting the Buyer in employee-facing communications prior to the Launch Date of each Module. The communications representative shall be available thereafter only as defined in this Agreement.
10. The Supplier will provide and manage a customer service helpdesk providing telephone, email, postal and fax support for Users which will be in accordance with the Appendix **Helpdesk Guidance**.
11. The Supplier will prepare and provide to the Buyer **account management support**.

### Consultancy & Project Plan

12. The Supplier will provide the Consultancy to the Buyer through the Supplier's project manager. The Consultancy will incorporate a Project Plan and Scheme Design which will take account of the Service Description(s) and incorporate information concerning –
  - i. the Launch Dates
  - ii. the stakeholders
  - iii. a review of current benefits and possible future benefits for inclusion in the Customer Sites
  - iv. assistance in sourcing information concerning potential benefits Providers
  - v. a definition of User Data fields (including name, address, salary & unique identifier etc.) as appropriate and data exchange formats and frequency
  - vi. expected look and feel, and branding of the Customer Sites
  - vii. employee-facing collateral documents
  - viii. benefits Scheme Design including rules and limitations for each intended benefit and Users
  - ix. frequency of elections & processing schedule for on-going administration
  - x. a finalisation session incorporating Buyer "sign off" of the Scheme Design

13. The Buyer's confirmation of its requirements in accepting the Project Plan and Scheme Design shall be its final and binding instruction to the Supplier on the facts contained in the Project Plan, and the Supplier shall complete the Setup accordingly.

### **Setup**

14. The Supplier will provide an implementation analyst for the Customer Sites who will act according to the Project Plan and Scheme Design agreed by the Buyer, provide Module testing and a Module acceptance procedure.
15. The Supplier will initiate and provide each Module within the Customer Site, accessible by the employees for whom User Data is provided to the Supplier.

### **Services – Customer Site**

16. The Customer Sites shall each comprise a Login Page, Welcome Page and Modules. The Customer Sites will be together available to relevant Users at the Launch Date.

### **Customer Site availability**

17. The Supplier will provide continuous User access to the Customer Site subject to clauses 21 -26 below.
18. The Supplier may operate data backups, data and application updates etc. during the Helpdesk Hours where such work shall not prevent User access to the Customer Site.
19. The Supplier may operate technical maintenance which will prevent User access to the Customer Site. Such work shall take place outside the Helpdesk Hours where possible.
20. The managed hosting and support service for the Customer Site is offered on a shared server solution hosted ("**Hosted**" and "**Hosting**" meaning that the server is provided, housed, protected, powered and connected to the internet) for the Supplier by an outside provider.
21. For the purposes hereof "**Outage**" means any period of time between: (i) 09.00 and 17.30 on any Business Day during which the Customer Site is (a) operating materially at variance with its specification, or (b) providing unreliable, inaccurate and/or incomplete outputs; or (c) not operating at all; or (d) is unavailable to its users due to the failure or loss of its Hosting or any facility which comprises its Hosting (such as power or telecommunications). All times are London times unless otherwise stated.
22. Any incident of an Outage ("**Incident**") perceived by the Buyer will be reported by e-mail to helpdesk-uk-vbr@edenred.com (supported by telephone call to the extent necessary) by one or more of the Buyer Contacts. Supplier will log all Incidents in the Supplier's help desk system at the time of the Incident alert. The Supplier will log and time tag subsequent events during the active life of the Incident ticket, including final resolution. The log is then used to compare all Incident cases and the Supplier's performance in such regard against the criteria defined in this Schedule.
23. If an Outage occurs as a result of a failure by the Supplier, including the Supplier's Hosting provider, then this is included in the calculation of Availability.
24. The Supplier will determine in its reasonable discretion the severity of the Incident and shall indicate its determination when responding to the Incident.

### **Planned and Emergency Maintenance**

25. The Supplier is entitled to undertake Planned Maintenance of the Customer Site at any time subject to the provisions of this clause. Except in the case of an emergency the Supplier shall use its reasonable endeavours to provide the Buyer with at least 48 hours advance notice by e-mail to the Buyer of any Planned Maintenance to the Customer Site. Planned Maintenance of the Customer Site shall occur not more than twice per calendar month and on each occasion the Supplier shall commence the Planned Maintenance, if on Business Days, between 6pm and 8:00am on the following day.
26. The Supplier is entitled to undertake Emergency Maintenance of the Customer Site at any time for the purpose of installing an urgent security update, resolving a current failure or preventing an impending failure in the Customer Site. The Supplier will use its reasonable endeavours to provide notice to the Buyer prior to the commencement of Emergency Maintenance.

### **Login Page**

27. The design and display of the Login Page will be as defined by the Supplier.

28. In relation to the Users, the Buyer shall, procure that the Customer Site and that password integrity will be maintained with equal or better security management to that of the Supplier. Each User shall keep a secure password for their use of the Customer Site, that such password shall be changed reasonably regularly, and that each User shall keep their password confidential.
29. If either Party becomes aware that a password has been provided to any individual who is not a User, then that Party shall promptly notify the other Party of the same and, without prejudice to the Supplier's other rights, the Supplier shall promptly disable such password and shall not, and shall procure that the Buyer shall not, issue any new password to any such individual.

#### **Welcome Page**

30. The design and the display of the Welcome Pages will be as agreed between the Parties within the Project Plan. The Supplier will provide the Welcome Pages within the range of customisation described in its related published guidance. A Welcome Page proposed by the Buyer as exceeding that range of customisation shall be an Additional Service.
31. The Welcome Pages will, in addition to text and imagery, also include links to the related Module(s).
32. Any modifications to the Welcome Pages, either in content or design, required by the Buyer following the Launch Date, shall be provided as an Additional Service.

#### **Modules**

33. The Modules shall be provided according to the following Module information and more specifically according to the related Service Criteria document(s) appended hereto as Appendices.
34. In the event that the Buyer and Supplier agree to the provision of an additional Module after the Commencement Date, any related modifications to the Welcome Pages, Setup and Project Plan, will incur additional Charges which shall be defined in a variation to the Agreement or an Additional Service Order Form.

#### **Flexible Benefits Module – Services**

35. The Flexible Benefits Module for Users will be as defined in the Service Criteria appended to this Agreement.
36. The Services shall be subject to the provisions of the Project Plan and Scheme Design

#### **Flexible Benefits Module - Management Information**

37. The Flexible Benefits Module Management Information will be as defined in the Service Criteria appended to this Agreement
38. Any additional management information required by the Buyer shall be agreed in writing between the Parties and shall be an Additional Service.

#### **Buyer's obligations**

39. The Buyer shall:
  - 39.1 provide the Supplier with all reasonable co-operation and assistance, and access to information, materials and premises, in each case as may be required and/or deemed necessary by the Supplier to enable it to carry out its obligations under this Agreement in accordance with the terms of this Agreement;
  - 39.2 comply with all applicable laws and regulations with respect to the Buyer and Users' activities under or in connection with this Agreement and any access or use of the Customer Site;
  - 39.3 carry out all other Buyer responsibilities and obligations set out in this Agreement in a timely and efficient manner and using reasonable care and skill and suitably skilled personnel.
40. In the event of any delays in the Buyer carrying out its obligations under Clause 39, the Supplier shall: (i) be entitled to adjust any agreed timetable or, delivery schedule as the Supplier, acting reasonably, deems necessary; and (ii) not be required to carry out its obligations impacted by such delay until such time as the Buyer has agreed in writing to cover the Supplier's additional costs or Fees (as applicable).
41. The Buyer shall, and shall procure that the Users shall
  - 41.1 use and ensure that all Users use the Customer Site in accordance with the terms and conditions of this Agreement;
  - 41.2 obtain and maintain all necessary licences, consents, and permissions necessary for the use of the

Customer Site, as envisaged by this Agreement and for the Supplier, its Suppliers and agents to perform their obligations under and in connection with this Agreement;

- 41.3 ensure that its network and systems comply with the relevant specifications provided by or on behalf of the Supplier from time to time; and
- 41.4 be solely responsible for procuring and maintaining their network connections and telecommunications links from their systems to the Customer Site, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to their network connections or telecommunications links or caused by the internet.

- 42. The Buyer shall not, and shall procure that each User shall not, access, store, distribute or transmit any viruses, or any material during the course of its, any User's use of the Customer Site that
  - 42.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 42.2 facilitates illegal activity;
  - 42.3 depicts sexually explicit images;
  - 42.4 promotes unlawful violence;
  - 42.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - 42.6 is otherwise illegal or causes damage or injury to any person or property.

The Supplier reserves the right, without liability or prejudice to its other rights, to disable the Buyer's or Users' access to any material that breaches the provisions of this Clause.

- 43. The Buyer shall not, and shall procure that each User shall not:

- 43.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties:
  - 43.1.1 except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any part of the Customer Site in any form or media or by any means; or
  - 43.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Customer Site; or
  - 43.1.3 access all or any part of the Customer Site in order to build a product or service which competes with the Customer Site; or
  - 43.1.4 use the Customer Site to provide services to third parties; or
  - 43.1.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Customer Site available to any third party except the Users, or
  - 43.1.6 attempt to obtain, or assist unauthorised third parties in obtaining, access to the Customer Site.

- 44. The Buyer shall, use its best endeavours to prevent any unauthorised access to, or use of, the Customer Site and, in the event of any such unauthorised access or use, promptly notify the Supplier of the same.

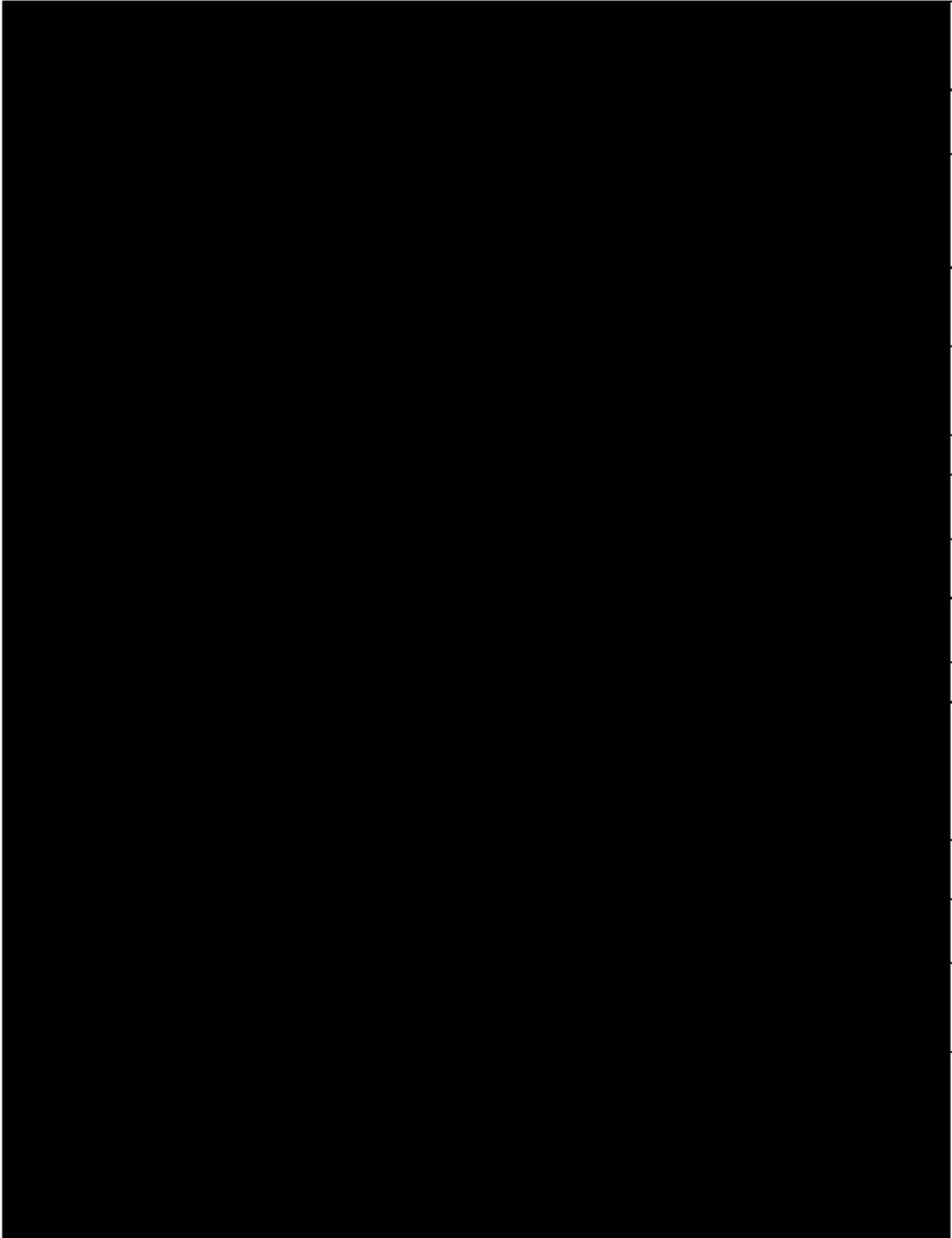
- 45. The Buyer shall:

- 45.1 provide the Supplier with all reasonable co-operation and assistance, and access to information, materials and premises, in each case as may be required and/or deemed necessary by the Supplier to enable it to carry out its obligations under this Agreement;
- 45.2 ensure that all information provided to the Supplier is correct and maintained regularly and is provided in the format required by the Supplier;
- 45.3 comply with all applicable laws and regulations with respect to the Buyer's activities under or in connection with this Agreement and any access or use of the Customer Site;
- 45.4 carry out all other Buyer responsibilities and obligations set out in this Agreement in a timely and efficient manner and using reasonable care and skill and suitably skilled personnel;
- 45.5 In the event of any delays in the Buyer's carrying out its obligations under this Clause 45, the Supplier shall: (i) be entitled to adjust any agreed timetable or, delivery schedule as the Supplier, acting reasonably, deems necessary; and (ii) not be required to carry out its obligations impacted by such delay until such time as the Buyer has agreed in writing to cover the Supplier's additional costs or Fees (as applicable).

	<b>FLEIBLE BENEFITS SERVICE CRITERIA</b>
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This document provides a summary of the Edenred Compliments Flex functionality.

**Glossary of terminology**







[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]

**1. Project Management – Implementation and Renewal**

FUNCTION	Standard services	Optional Services
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] - [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] - [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

## 2. Data – Implementation and ongoing

FUNCTION	Standard services	Optional Services
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]

## 3. Scheme Changes / Annual Renewal

FUNCTION	Standard services	Optional Services
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	
[REDACTED]		[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED] [REDACTED]		[REDACTED] [REDACTED]
[REDACTED] [REDACTED]		[REDACTED] [REDACTED]

#### 4. Administration & Support Functionality

FUNCTION	Standard services	Optional Services
	[Redacted Content]	

#### 5. Communication Services

FUNCTION	Standard services	Optional Services
[Redacted Content]	[Redacted Content]	

### General

1. The Charges shown in this Schedule 1A shall apply to the provision of the Services and shall be payable by the Buyer. VAT shall be applicable to all Charges. Charges shall be subject to the Price Review.
2. Charges for Additional Services shall be as defined in each Additional Services Order Form agreed between the Parties and shall be separate from and additional to the Charges shown herein.
3. In the event that the Buyer requests of the Supplier that one or more of the Supplier's project managers shall attend a meeting which is not made within the Supplier's own offices, then the Buyer shall reimburse the Supplier for the reasonable expenses incurred by the Supplier's representatives in travelling to such meeting.
4. In the event that the Buyer cancels any meeting at any time during the Term of this Agreement, where such meeting is planned to take place other than at the Supplier's own premises, with less than 5 working days' prior notice, then the Buyer shall reimburse the Supplier in full for any reasonable pre-booked travel expenses incurred by the Supplier.

### Calculation and invoicing of the Charges

5. The Buyer will purchase such quantity of Licences as corresponds to the User Total within the Customer Site at the start of each Licence Period, subject to any minimum quantity defined in this Schedule. All Charges, including but not limited to Licence Fees, due from or after the first date of Year 2 shall be subject to the Price Review defined herein.
6. Licences due and applicable within each individual Licence Period and shall expire at the end of the Licence Period in respect of which they are issued.
7. Upon specific written request from the Buyer to the Supplier's project/account manager, the Supplier will provide to the Buyer an electronic listing of Users, such listing to be provided not more than four times per Year and having the sole purpose of assisting the Buyer in identifying any active Users no longer entitled by the Buyer to access to a Customer Site, and maintaining the Buyer's obligations in respect of the accuracy and completeness of the User Data at each invoicing date.
8. The Supplier shall be entitled to invoice and to receive payment from the Buyer in respect of Licence Fees on the basis of its record of the User Total at the date of invoicing.
9. The Buyer shall be wholly responsible for the provision and periodic maintenance (i.e. notification to the Supplier of joiners to, and leavers from, the Customer Site) of accurate and complete data concerning the User population originally agreed between the Parties prior to the Launch Date. The Supplier shall utilise such User Data for the calculation of its invoices and no failure by the Buyer to effect its obligations concerning the maintenance of User Data shall release the Buyer from its obligation to pay the Licence Fees attributable to the User Data current in the Supplier's databases at the due date of related invoicing.
10. Where a Licence Period is shorter than 12 months, or the period between a Launch Date and the end of a Licence Period is shorter than 12 months, the applicable Licence Fee(s) shall be invoiced pro rata.
11. The Supplier shall be entitled to increase its Charges no more than once each calendar year by an amount equal to the percentage change in the UK Retail Prices Index (or its replacement index from time to time) during the 12-month period immediately preceding the proposed date of increase of such Fees.

12. **CHARGES**

LICENCE PERIOD – Year 1 & each subsequent Year

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] - [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]'s number of [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED] - [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]

**Invoicing & Payment of Charges**

13. Invoices shall be provided by email to the Buyer's Order Representative on the date of invoicing.

Type of Fee	Invoicing	Payment
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]'s [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]

14. The Buyer will provide a Remittance Advice to the Supplier in respect of each payment made to the Supplier under this Agreement.

15. At the start date of the Agreement, the following account /contact points shall apply in respect of making payment.

a) BACS & CHAPS payment transfers :-

Account Name:  
Bank Name:  
Bank Sort Code:  
Bank Account No:



b) Cheque Payments

The Buyer will make cheques payable to:-



c) Remittance and Remittance Advice addresses:-

Accounts Receivable



16. When issuing payment to the Supplier, the Buyer shall not make deductions or other alterations to payments in respect of any other product or service provided to the Buyer by the Supplier, and the Buyer will ensure that the Buyer's representatives responsible for the provision of payment are aware of that requirement.

17. The Supplier shall be entitled to withhold User access to the Customer Site in the event of payment of due Charges by the Buyer not having been affected by the Buyer.

### **Price Review**

18. Price Review means the application by the Supplier of a percentage increase to Charges following Year 1, such increase to reflect the then-current Retail Price Index, or succeeding replacement index, as calculated and reported by the UK Government;

19. The Supplier shall be entitled to increase its Charges no more than once each calendar year by an amount equal to the percentage change in the UK Retail Prices Index (or its replacement index from time to time) during the 12-month period immediately preceding the proposed date of increase of such Fees.