

## **CUSTOMER AGREEMENT**

**THIS CUSTOMER AGREEMENT** is made the 22<sup>th</sup> day of June 2016 BETWEEN:

- (1) **Eastern Shires Purchasing Organisation** of Barnsdale Way, Grove Park, Enderby, Leicester, LE19 1ES ("**ESPO**");
- (2) **Fideliti Limited** of Unit 1a, Birchwood One Business Park, Birchwood, Warrington, WA3 7GB ("**the Contractor**"); and
- (3) HM Treasury of 1 Horse Guards Road, London, SW1A 2HQ ("**the Customer**")

### **WHEREAS**

- (a) ESPO has appointed the Contractor (as defined above) pursuant to their tender submitted for the provision of Childcare Vouchers Salary Sacrifice Scheme ("the Services");
- (b) ESPO wishes other contracting authorities to be able to access the terms and conditions of the Framework Agreement should they wish to appoint the Contractor to deliver the Services;
- (c) ESPO authorises access to the Customer to the terms of the Framework Agreement subject to the provisions contained below;
- (d) The Customer wishes to engage the Contractor, and the Contractor agrees to provide the Services in consideration for payment for the same in accordance with the terms and conditions of this End User Agreement.

In consideration of ESPO and the Contractor making the Services available to the Customer in accordance with the terms of the Framework Agreement.

### **IT IS HEREBY AGREED as follows:-**

- 1.** The Customer contracts with the Contractor for the Services, subject to the terms of the Framework Agreement and the terms set out in the Schedules to this Customer Agreement.

- 2.** The Customer enters into this Customer Agreement with the Contractor for its own benefit and at its own risk. ESPO shall not be liable for any loss or damage either direct or indirect which the Customer suffers as a result of entering into a contract with the Contractor.
- 3.** The Customer agrees to reimburse the Contractor for the delivery of the Services in accordance with the Pricing Schedule.
- 4.** The Customer agrees that the Fee (as set out in Schedule 3) applied by the Contractor includes a retrospective rebate payable to ESPO which is the means, agreed with its Member Authorities, whereby ESPO meets its statutory obligation to recover its operating costs.
- 5.** The Customer shall comply with the Protocol set out in Schedule 1 to this Customer Agreement.
- 6.** The Framework Agreement commenced on 21 February 2015 and will end on 20 February 2017 unless extended by ESPO for a further period of up to two years (24 months).
- 7.** The Commencement Date for the provision of services by the Contractor to the Customer and the effective date of this Customer Agreement shall be 1<sup>st</sup> July 2016. This Customer Agreement shall remain in force for a period of 2 years.

**IN WITNESS** of which the parties have executed this Customer Agreement under hand the day and year first before written

Signed for and on behalf of

ESPO

REDACTED

Print Name REDACTED

Authorised Signatory

Date REDACTED

Signed for and on behalf of

Fideliti Limited

REDCATED

Print Name REDACTED

Authorised Signatory

Date REDACTED

Signed for and on behalf of

HM Treasury

REDACTED

Print Name REDACTED

Authorised Signatory Date

REDACTED

## SCHEDULE 1 PROTOCOL

ESPO is the lead contracting body and as such will maintain overall responsibility for the performance management, review and renewal of the Framework Agreement.

The Customer shall be responsible for managing its own local arrangements including contract reviews for their own service delivery needs.

As such the Customer shall be required to:

- a) Agree the local implementation of the contract between its own organisation and the Contractor in Schedule 2.
- b) Identify a named officer (Contract Manager) who shall be a single point of contact for the Contractor and ESPO in Schedule 2.
- c) Communicate any requirements for access to data in Schedule 2.
- d) Specify individual requirements for data release to law enforcement agencies in Schedule 2.
- e) Be responsible for the payment of invoices issued by the Contractor in respect of the Services delivered to them and to specify any local variations to invoicing requirements.
- f) Attend overarching contract review meetings as organised by ESPO from time to time.
- g) Manage locally any performance issues or continuous improvement actions and to escalate to ESPO only those matters that frustrate the local arrangements.
- h) Note that ESPO shall access all management information for the purpose of managing the Framework.

## SCHEDULE 2 LOCAL ARRANGEMENTS

***Any service delivery requirements that are locally agreed relating to the above points and / or any other variations to the Customer Agreement including Contract Standards should be recorded here in Schedule 2, as required.***

***HM Treasury as customer includes its agencies (DMO, OBR,GIAA, UKFI and UKGI).***

***Invoices are to be submitted quarterly and vouchers ordered quarterly apart from GIAA who will have monthly vouchers and invoices.***

***Salary sacrifice voucher scheme includes the salary plus scheme run by HM Treasury and its agencies.***

### **SCHEDULE 3 PRICING SCHEDULE**

<b>Lot 2 Childcare Vouchers Salary Sacrifice Scheme</b>
Fideliti Limited
Service Charge:  <b>REDACTED%</b>  of the total voucher value

## **SCHEDULE 4 CUSTOMER AGREEMENT TERMS**

### **Childcare Vouchers Salary Sacrifice Scheme**

- 1.** The Customer will be invoiced monthly in advance for the cost of the Childcare Vouchers in addition to the Fideliti Management Fee. The Fideliti Management Fee is subject to VAT. The cost of the Childcare Vouchers are not subject to VAT.
- 2.** The Customer will make the Scheme available to all of its Employees. Any Employee wishing to be a member of the Scheme will be required to complete and sign a Salary Sacrifice Agreement in substantially the same terms as that attached to these terms and conditions.
- 3.** Upon their registration onto the Scheme, the Employee must provide details of their childcare provider. The Employee will only be accepted onto the Scheme once Fideliti have verified the childcare provider's approval status and provided the Customer confirms in writing that it can comply with its obligations under these terms.
- 4.** The following records will be held by Fideliti on behalf of the Customer in the case of each Employee member of the Scheme:
  - A record of the child's name, date of birth and where appropriate, if the child is disabled;
  - The relationship to the employee of the child for whom the childcare costs met by the Childcare Vouchers arise;
  - A record of the childcare providers registration or approval number/copy of current letter of approval along with a record of when the registration/approval is due to expire.
- 5.** Childcare Vouchers will be issued to coincide with the Customers salary pay date.
- 6.** The Customer agrees to pay the monthly invoice within 30 days of receipt of the invoice.
- 7.** Fideliti agree to action all Childcare Voucher redemption requests within one working day

- 8.** The Customer must provide at least one month's notice in writing for any employee amendments to the Scheme (i.e. employee requirements or childcare provider details).
- 9.** Termination of this agreement by either party is subject to three months' notice in writing. At the time notice is given, an invoice will be issued for all outstanding fees up until the termination date.
- 10.** Fideliti shall not be liable to the Customer for loss or damage directly caused to the Customer unless due to the negligence or failure of Fideliti to perform its obligations under this agreement or under the general law.

