

# Capita Pricing Terms and Conditions

#### **4) Lot 2 Services Terms and Conditions**

##### **Minimum Service Term:**

**12 month term – 12 months**  
**36 month term – 36 months**

##### **Payment Terms:**

Set-up charges invoiced at the point of order. Annual charges will be invoiced annually in advance

##### **Discounts:**

###### ***(i) Loyalty Term Discounts:***

Loyalty Term Discount applicable to all Services taken by Customer's on a continuous and successive annual basis. These are as described in the table of prices above

To qualify for the Loyalty Term Discounts the Customer must pay for the Service continuously from day one through each year; Any termination of Services (in whole or in part) will result in the Loyalty Term Discount clock being reset to zero.

##### ***Termination of Services:***

A Service subject to a Minimum Service Term will commence on the Commencement Date for that Service and will be provided for the Minimum Service Term, continuing thereafter until terminated by notice or termination pursuant to the Terms of the Customer Contract.

###### ***(1) Termination by the Customer of Services - Minimum Service Term***

Service(s) subject to a Minimum Service Term may be terminated as follows:

(a) Termination of a Service so that the Service terminates at the end of the Minimum Service Term

If a Customer wants to bring a Service (in whole or in part) to an end at the expiry of its Minimum Service Term, then the Customer may do so by providing Capita with a minimum of 30 prior days notice in writing (such notice to be received no less than 30 days prior to the expiry of the Minimum Service Term). Where notice is received more than 30 days prior to the expiry of the Minimum Service Term, the Service (or relevant part thereof) will terminate at the expiry of the Minimum Service Term for that Service.

PLEASE NOTE: If a Service has not been terminated by giving no less than 30 calendar days prior to the end of the Minimum Service Term then (pre-payment) Invoices for the next year of service will be raised and issued during the final month of the Minimum Service Term and annually thereafter until the Service is terminated or the Customer Contract is expires or is terminated in accordance with its terms.

(b) Termination of a Service so that the Service terminates prior to the end of the Minimum Service Term

If a Customer wishes to terminate a Service (in whole or in part) prior to the expiry of its Minimum Service Term i.e. so that the Service (in whole or in part) terminates prior to the expiry of the Minimum Service Term for that Service, then Capita will permit the Customer to do so subject to the following Conditions:

- (i) The Customer must give Capita not less than 30 calendar days prior notice in writing of its requirement to terminate the Service (in whole or in part) prior to the end of its Minimum Service Term;
- (ii) The Service will terminate on the anniversary of the Commencement Date;
- (iii) No credit will be due or paid to the Customer in respect of sums paid for Services not received for that period commencing on the date or actual termination of the Service (or relevant part thereof) i.e. from the end of the 30 days notice period referred to at (ii) above and ending on the end of the Minimum Service Term.
- (iv) Where sums remain outstanding and/or due from the Customer in respect of Services terminated (in whole or in part) received or otherwise Capita shall remain entitled to be paid such sums.

PLEASE NOTE: If a Service has not been terminated by giving on less than 30 calendar days prior to the end of the Minimum Service Term then prepayment Invoices for the next year of service will be raised and issued during the final month of the Minimum Service Term and annually thereafter until the Service is terminated or the Customer Contract is expires or is terminated in accordance with its terms.

(c) Termination of a Service continuing after the end of the Minimum Service Term

If a Customer wishes to terminate a Service (in whole or in part) that is continuing after the expiry of its Minimum Service Term the Customer may do so at any time by giving 30 calendar days prior notice in writing of its requirement to terminate the Service (in whole or in part).. A termination charge ("Termination Charge") or credit will be raised for any pre-paid period between the date of termination (30 days after the notice is received) and the end of the current annual term on the following basis:

Termination Charge = Invoiced Annual Charge – (period of months of service up to Termination x Monthly List price) – (any disqualified Bundle discounts on remaining services and/or revised Volume Discounts on remaining services\*)

(\*In most cases a Termination Charge will result in a credit to the Customer, because of the annual prepayment arrangement. However if by Terminating a Service, a Customer's remaining services fall below the number required to qualify for a Bundle Discount or the reduction in Volume changes the overall Volume Discount level then the Charges for the remaining Services for the current service year will be re-calculated and any price variation offset or charged against the Termination Charge).

**(2) Termination by Capita of Services - Minimum Service Term**

Service(s) subject to a Minimum Service Term may be terminated as follows:

(a) Termination of Services subject to a Minimum Service Term

Capita may terminate a Service (in whole or part) subject to a Minimum Service Term by giving the Customer a minimum of 90 calendar days' prior notice of its intention to terminate the Service (or relevant part thereof) at the end of the Minimum

Service Term. The date for the actual termination of the Service may be no earlier than date on which the Minimum Service Term ends.

Should a service be terminated by Capita pursuant to this paragraph 2(a) then the Service (or relevant part thereof) will terminate at the end of the Minimum Service Term and no credit will be due to the Customer.

(b) Termination of a Service continuing after the end of the Minimum Service Term

Where a Service is continuing after the end the Minimum Service Term, Capita may terminate the Service (in whole or part) at any time on giving the Customer a minimum of 90 calendar days' prior notice of its intention to terminate the Service (or relevant part thereof). Where a Service is terminated (in whole or in part) by Capita pursuant to this paragraph 2(b) a termination credit ("Termination Credit") will be raised in respect of any sums pre-paid by the Customer in respect of Services not received between the date of termination (90 days after the notice is given) and the end of the current annual term on the following basis:

Termination Credit = Invoiced Annual Charge – (period of months of service up to Termination x Monthly price charged i.e. including any discounts).

**emPSN Agency Fee:**

emPSN Agency Fee. The emPSN Agency Fee of 2% applies to Capita quotations (related to the provision of Lot 2 services) prior to and including the 31st May 2012. From the 1st June 2012, the emPSN Agency Fee of 5% will apply to all new Capita quotations (related to the provision of Lot 2 services), except where a situation gives rise to a subsequent minor service amendment to a Capita quotation (related to the provision of Lot 2 services) provided to an SCo Member/Customer on or before the 31st May 2012, where the emPSN Agency Fee of 5% shall apply.

**Capita Consultancy  
Charges:**

Where and/or to the extent that any SP Services being taken under a Customer Contract are of a bespoke nature and/or the scope and detail of the relevant SP Services is not covered by the prices and /or the price formulae in Sections 1 & 2 of this Price Book (including without limitation any work necessary to implement Change Control tasks) then the SP Charges in respect of such SP services shall be calculated using the relevant Capita Consultancy Charges shown in Section 3 above.