

# Draft: NHS Notify payment terms



[NHSE address /contact details]

[To name/address]

[Date]

Dear [xxx]

## NHS Notify Payment Terms

[xxxx] (the “**Connecting Party**”) has entered into a Connection Agreement with NHS England, including (amongst other Services) the use by the Connecting Party of NHS Notify, to support the provision of the Connecting Party’s products or services to its customers (known as “**End User Organisations**”).

The End User Organisations are also subject to the [NHS Notify acceptable use policy](#).

This “**Payment Side Letter**” forms a part of the Connection Agreement, and all terms of the Connection Agreement shall continue in full force and effect other than to the extent amended by this Payment Side Letter. This Payment Side Letter shall be subject to the law and jurisdiction provisions set out in the Connection Agreement, and all capitalised terms (unless otherwise defined in this Payment Side Letter) shall have the meaning given to them in the Connection Agreement.

The Connecting Party agrees that:

- 1) the charges set out apply for the financial year 2025/26, and thereafter until such time as NHS England may amend them in respect of future financial years;
- 2) it shall make payments to NHS England as follows:

<b>Letters</b>	<b>Price per Letter*</b>	<b>Projected volume for FY 2025/26**</b>	<b>Expected value (Price x volume)</b>
1 sheet			
2 sheets			
3 sheets			
4 sheets			
5 sheets			
[Add accessible pricing where required]			

\*Prices include: paper; postage; double-sided black and white; printing; and C5 size envelopes with an address window. All prices exclude VAT. VAT will be applied on the invoices.

<b>Text message (SMS)</b>	<b>Price per fragment*</b>	<b>Projected volume for FY 2025/26**</b>	<b>Expected value (Price x volume)</b>
Fragment	£0.0233		

\* All prices exclude VAT. VAT will be applied on the invoices.

\*\* Volumes are indicative

- 3) it shall make payments to NHS England in the manner set out in Appendix 1 to this Payment Side Letter;
- 4) it shall detail in Appendix 2 the ODS codes of all its End User Organisations for whom NHS Notify will be used, and update this as it changes (which may be done by email to [england.nhsnotifyonboarding@nhs.net](mailto:england.nhsnotifyonboarding@nhs.net), without the need to re-sign this Payment Side Letter);
- 5) it shall name a nominated responsible person, and deputy, responsible for

ensuring payments are made and the payment process is followed, and whom NHS England can contact for any day to day queries about payments. As at the date of this Payment Side Letter the nominated responsible person is as below, but the Connecting Party may amend this by notification to NHS England – Insert named individual here

Name: Click or tap here to enter text.

Role: Click or tap here to enter text.

Email: Click or tap here to enter text.

- 6) this Payment Side Letter shall apply regardless of any pre-existing commitments that the Connecting Party has made to suppliers of other communication services, and such commitments shall not act to reduce or remove the Connecting Party's obligation to pay for use of the NHS Notify Service as required by this Payment Side Letter;
- 7) it shall not apply any charges, margin or administration fees to End User Obligations for use of the NHS Notify Service other than a direct pass through of the charges as set out in this Payment Side Letter;
- 8) NHS England may investigate any concerns of non-compliance with the requirements of this Payment Side Letter, and the Connecting Party shall, on request from NHS England provide reasonable assistance to any such investigations;
- 9) NHS England may request evidence of continuing compliance with the requirements of this Payment Side Letter, and may request copies of documentation and relevant accounts, and the Connecting Party shall co-operate, provide all relevant assistance and fulfil such requests within the timescales requested provided the requests and timescales are reasonable; and
- 10) it will not be able to go live with NHS Notify until this Payment Side Letter is signed and the payment process as required by Appendix 1 is set up.
- 11) charges will be applied from the point of 'Service Commencement' which will be confirmed via email from the NHS Notify Operations Team.

Please sign and return a copy of this letter to NHS England to acknowledge the Connecting Party's acceptance of the terms set out above.

Yours sincerely

Signed: \_\_\_\_\_

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

Signed for and on behalf of NHS England

[xxxx] agrees to the terms set out in the Letter above:

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

Signed for and on behalf of [xxxx]

## **Appendix 1 – payment process**

This process begins upon signature of this Payment Side Letter.

- Payor sends Purchase Order information to the NHS Notify team within NHS England ([england.nhsnotifyinvoicing@nhs.net](mailto:england.nhsnotifyinvoicing@nhs.net)). The PO should be raised per total expected item charge in section 3 of this agreement.
- When the NHS Notify Service commences, charges will be applied as set out in the body of this Payment Agreement.
- The NHS England Finance team will provide monthly estimates of charges to the Payor within [20] days of the end of the relevant month.
- Invoices will be raised quarterly (financial year quarters) in arrears using NHS Shared Business Services (SBS) and will be payable within 30 days.
- Any queries on the values of the invoices must be submitted to the NHS Notify Team ([england.nhsnotifyinvoicing@nhs.net](mailto:england.nhsnotifyinvoicing@nhs.net)), and must be raised within 3 months of the estimate provided.

## **Appendix 2 – End User Organisations**

This table should detail all ODS codes of all End User Organisations in respect of whom the Connecting Party may use NHS Notify.

<b>End User Organisation (to log into NHS Notify)</b>	<b>ODS code</b>