**[To Go in the Payment Schedule of The Particulars of the NHS Standard Contract and/or NHS Subcontract as the case maybe]**

1. Specsavers Hearcare Group Limited is the contracting entity and is responsible for infrastructure support, patient administration systems and contract governance. Frontline services for patients are delivered by the qualified and experienced staff employed by the individual Specsavers hub store entities. Both Specsavers Hearcare Group Limited and the Specsavers hub store entities belong to the same family of Specsavers companies and are governed by the same culture, rules, regulations, processes and brand rules stipulated by the ultimate Specsavers parent company - Specsavers International Healthcare Limited. In addition, hub store entities sign an internal Hearcare Supplemental Agreement, legally binding them to the terms and conditions of this [*Contract*][*Sub-Contract*]
2. The [*Commissioner(s)][Head Provider(s)*] agree(s) and acknowledge(s) that the operating hub entities of Specsavers Hearcare Group Limited listed below:

* [*list all hub entities which may invoice direct*] (the “**Hub Entities”**)

may invoice the [*Commissioner(s)][Head Provider(s)*] direct for the Services instead of Specsavers Hearcare Group Limited.

1. For the avoidance of doubt, the settlement by the [*Commissioner(s)][Head Provider(s)*] of any invoice submitted directly by any Hub Entity:
   1. will fulfil the obligation of the [*Commissioner(s)][Head Provider(s)*] to pay Specsavers Hearcare Group Limited for the Services in respect of which the invoice is submitted;
   2. will not otherwise have any impact on the terms and conditions of the [*Contract*][*Sub-Contract*]; and
   3. will not be construed as creating or implying any direct contractual relationship between any such Hub Entity and the [*Commissioner(s)*][*Head Provider(s)*].
2. Specsavers Hearcare Group Limited will be liable to each [*Commissioner*][*Head Provider*] for, and must indemnify and keep each [*Commissioner*][*Head Provider*] indemnified against, any loss, damages, costs, expenses, liabilities, claims, actions and/or proceedings (including the cost of legal and/or other professional services) whatsoever suffered or incurred by that [*Commissioner*][*Head Provider*] as a result of any acceptance and/or settlement of any invoice by it in respect of the Services or any of them submitted by a Hub Entity rather than by Specsavers Hearcare Group Limited itself, including but not limited to any implication of any direct contractual relationship having been thereby created as between the Hub Entity and any [*Commissioner*][*Head Provider*].