

Order Schedule 5 (Pricing Details)

[Guidance Note: This Schedule should be used to show further detailed pricing information in addition to the pricing in the Order Form and may be used to control a) payment of expenses to the Supplier, and b) change to the Charges over the Order Contract Period

1. Order Contract Charges

1.1 The Charges shall be calculated in accordance with the terms of the Order Contract and in particular in accordance with the terms of the Order Form and this Order Schedule 5;

1.2 Day rate-based Charges shall be calculated on the basis of Professional Working Days worked by Supplier Staff in the relevant roles. A Professional Working Day is considered a Working Day of no fixed length and being as long as to permit all scheduled work to be completed. Usually an eight (8) hour day unless agreed otherwise, but it means that the Supplier will not be paid overtime if it is longer than eight (8) hours.

1.3 [Any variation to the Charges payable under this Order Contract must be agreed between the Supplier and the Buyer and implemented using the procedure at Paragraph 3 below.]

2. When the Supplier will be reimbursed for travel and subsistence

2.1 Expenses shall only be recoverable where:

2.1.1 a day rate-based charging mechanism is used; and

2.1.2 the Order Form states that recovery is permitted; and

2.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.

2.2 The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

3. [When Order Contract Charges may change]

[Guidance Note; Consider including this paragraph if the Order Contract extends for a significant period of time eg two years]

3.1 The Charges will be fixed for the first [Insert: number] years following the Order Contract Start Date (the date of expiry of such period is a "Review Date").

After this the Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "Review Date").

3.2 The Supplier shall give the Buyer at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

3.3 Any notice requesting an increase shall include:

3.3.1 a list of the Charges to be reviewed;

3.3.2 for each Charge under review, written evidence of the justification for the requested increase including:

(a) [a breakdown of the profit and cost components that comprise the relevant element of the Charges;]

(b) [details of the movement in the different identified cost components of the relevant Charges;]

(c) [reasons for the movement in the different identified cost components of the relevant Charges;]

(d) [a breakdown of the cost and profit elements that comprise the relevant pricing of the affected Role(s)];

(e) [evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and]

(f) [evidence that the Supplier's profit component of the relevant element of the Charges is no greater than that applying to that element of the Charges as at the Order Contract Start Date.]

3.4 The Buyer shall consider each recommendation for an increase in Charges. The Buyer may grant approval to an increase at its sole discretion.

3.5 Where the Buyer approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as the Buyer may determine at its sole discretion and the Charges shall be updated accordingly.]

4. Other events that may result in a change to the Charges

4.1 The DPS Order Charges can also be varied due to:

4.1.1 a Specific Change in Law in accordance with Clause 24;

4.1.2 a review in accordance with insurance requirements in Clause 13;

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4.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges;

4.1.4 [Delete if there is no Benchmarking Schedule: a benchmarking review in accordance with Order Schedule 16 (Benchmarking)]