

Schedule 3 (Charges)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

1.1.1 **Costs and Expenses Cap** has the meaning given to it in clause 1.2 of Annex 7;

1.1.2 **Event Fixed Fee** means the fixed fee for an Event agreed in the Events Statement of Work for that Event;

1.1.3 **Management Fee** has the meaning given to it in clause 1 of Annex 6;

1.1.4 **Miscellaneous Fees** means the Charges for Miscellaneous Services that are agreed under a Miscellaneous Statement of Work.

1.1.5 **Restaurant and Bar Fixed Fee** has the meaning given to it in clause 1.1 of Annex 3;

1.1.6 **Restaurant and Bar Products** means the products sold by the Supplier in the UKP in connection with the Restaurant and Bar Services;

1.1.7 **Restaurant and Bar Product List** means the product list setting out the Restaurant and Bar Products provided as a Deliverable in accordance with the Implementation Plan;

1.1.8 **Restaurant and Bar Profits** means, for any Month, the sum of the profit for each Restaurant and Bar Product sold in the UKP that Month (with the profit for each Restaurant and Bar Product arrived at by multiplying the number of that Restaurant and Bar Products sold that Month by the profit figure for that Restaurant and Bar Product agreed by Parties in the Restaurant and Bar Product List).

1.1.9 **Restaurant and Bar Profits Share** has the meaning given to it in clause 2.1 of Annex 3;

1.1.10 **Retail Fixed Fee** has the meaning given to it in clause 1.1 of Annex 4;

1.1.11 **Retail Products** means the products sold by the Supplier in the UKP in connection with the Retail Services;

- 1.1.12 **Retail Product List** means the product list setting out the Retail Products provided as a Deliverable in accordance with the Implementation Plan;
- 1.1.13 **Retail Profits** means, for any Month, the sum of the profit for each Retail Product sold in the UKP that Month (with the profit for each Retail Product arrived at by multiplying the number of that Retail Product sold that Month by the profit figure for that Retail Product agreed by Parties in the Retail Product List).
- 1.1.14 **Retail Profits Share** has the meaning given to it in clause 2.1 of Annex 4;
- 1.1.15 **Staffing Fixed Fee** has the meaning given to it in clause 1 of Annex 5;
- 1.1.16 **Total Fees** means the Total Fixed Fees and any Miscellaneous Fees; and
- 1.1.17 **Total Fixed Fees** means the Milestone Payments (less any Delay Deductions), the Event Fixed Fees, the Restaurant and Bar Fixed Fees, the Retail Fixed Fees and the Staffing Fixed Fees.

2. How Charges are calculated

2.1 The Charges:

- 2.1.1 payable under this Contract shall not exceed Nine Million Pounds £9,000,000 (excluding VAT);
- 2.1.2 shall be calculated in accordance with the terms of this Schedule; and
- 2.1.3 cannot be varied except as specifically permitted by this Schedule and shall not be subject to Indexation.

3. The Charges

3.1 The Charges for this Contract comprise the following:

- 3.1.1 the Charges in relation to the Implementation Period set out in Annex 1;
- 3.1.2 the Charges in relation to the Events Management Services set out in Annex 2;
- 3.1.3 the Charges in relation to the Restaurant and Bar Services set out in Annex 3;
- 3.1.4 the Charges in relation to the Retail Services set out in Annex 4;
- 3.1.5 the Charges in relation to the Staffing and Operational Services set out in Annex 5; and
- 3.1.6 the Management Fee set out in Annex 6.

- 3.2 The Charges in relation to any Miscellaneous Services will be as set out in Annex 8.

4. Costs and expenses included in the Charges

- 4.1 Costs and expenses under this Contract are recoverable by the Supplier as set out in Annex 7. These costs and expenses form part of the Charges. No further costs and expenses shall be payable under this Contract.
- 4.2 The Buyer is not liable for any costs and expenses incurred by the Supplier (or any Subcontractor or third party) prior to the commencement of this Contract.

5. Events that allow the Supplier to change the Charges

- 5.1 The Charges can be varied (and the applicable Annex of this Schedule will be updated accordingly) due to:
- 5.1.1 a Specific Change in Law in accordance with Clauses 28.6 to 28.8; and
 - 5.1.2 a request from the Supplier, which it can make at any time, to vary the Charges.
- 5.2 Any variation to the Charges payable under this Contract must be agreed between the Supplier and the Buyer and implemented using the Variation Procedure.

6. Open Book Data

- 6.1 The Supplier acknowledges the importance to the Buyer of the Financial Transparency Objectives and the Buyer's need for complete transparency in the way in which the Charges are calculated.
- 6.2 The Supplier shall maintain and retain the Open Book Data in accordance with its obligations under Clause 6 of the Core Terms and shall disclose and allow the Authority and/or the Auditors access to the Open Book Data in order to verify the Charges on request.

7. Invoicing Schedule

- 7.1 The invoice schedule shall be agreed between the Supplier and the Buyer during Phase 1 Implementation, subject to the specific invoicing requirements as set out in the Annex 1 to Annex 8 of this Schedule 03 (Charges) and Section 23 of the Contract Award Form.

8. Payment Profile

- 8.1 The payment Profile for the Contract is as set out in Clause 4 of the Core Terms.

Open Book Data

Annex 1: Implementation

1. The Buyer will pay the Milestone Payment applicable to a Milestone on its Milestone Date in accordance with this Annex 1.
2. Within 14 days of the end of each Month during the Implementation Period, the Supplier shall invoice the Buyer for each Milestone Payment due during that Month less any Milestone Deductions (which shall be calculated in accordance with Schedule 8 (Implementation Plan)) and the Buyer shall pay such invoice in accordance with Clause 4 of the Core Terms.
3. The Milestone Payment described in paragraph 1 above shall be subject to any Delay Deductions that may be applicable to that Milestone Payment in accordance with Schedule 8 (Implementation Plan).
4. The prices presented in the table below do not include the Management Fee:

Implementation Phase 1 Effective Date – 19th August 2024	
THIS TABLE IS REDACTED	
Milestone Date	19th August 2024
Implementation Phase 2 20th August 2024 – 19th November 2024	
Deliverable	Cost (£)
THIS TABLE IS REDACTED	
Milestone Date	19th November 2024
Implementation Phase 3 20th November 2024 – 19th February 2025	
Deliverable	Cost (£)
THIS TABLE IS REDACTED	
Milestone Date	19th February 2025
Implementation Phase 4 20th February 2025 – 12th April 2025	
Deliverable	Cost (£)
THIS TABLE IS REDACTED	
Milestone Date	12th April 2025
THIS TABLE IS REDACTED	

Annex 2: Events Management Services

1. For each Event, the Buyer shall pay to the Supplier the Event Fixed Fee agreed in the Events Statement of Work for that Event.
2. The Event Fixed Fee agreed in each Events Statement of Work shall be calculated based on the rates set out in the tables below. The figures in these tables are presented as 'Rate Cards' and as such the Unit Rate provided will cover the cost of a single event.
3. When providing a Statement of Work (SOW) for an event, the price quoted will be the capped, fixed price, for that event. Any costs over the cap are at the expense of the Supplier and any below to the benefit of the Supplier.
4. The prices presented in the tables below do not include the Management Fee:

Large Event	
Product	Unit Rate (£)
THIS TABLE IS REDACTED	

Mid-Scale Event	
Product	Unit Rate (£)
THIS TABLE IS REDACTED	

Small-Scale Event	
Product	Unit Rate (£)
THIS TABLE IS REDACTED	

Idea & Content generation for Event Designs	
Product	Unit Rate (£)
THIS TABLE IS REDACTED	

Virtual Services	
Product	Unit Rate (£)
THIS TABLE IS REDACTED	

Design & Implementation of Graphics / Animations / Videos	
Product	Unit Rate (£)
THIS TABLE IS REDACTED	

Event Staff (Including Training)	
Product	Unit Rate (£)
THIS TABLE IS REDACTED	

Catering	
Product	Unit Rate (£)
THIS TABLE IS REDACTED	

Infrastructure	
Product	Unit Rate (£)
THIS TABLE IS REDACTED	

Tech & Speakers	
Product	Unit Rate (£)
THIS TABLE IS REDACTED	

Stakeholder / Sponsor Events	
Product	Unit Rate (£)
THIS TABLE IS REDACTED	

Stakeholder / Sponsor Events Rate Card
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Product	Unit Rate (£)
THIS TABLE IS REDACTED	

5. The Buyer shall not be liable for any amount that exceeds the applicable Event Fixed Fee unless such amount is agreed in writing by the Buyer in advance of it being incurred by the Supplier.
6. Within 14 days of the end of each Month during the Expo Live Stage, the Supplier shall invoice the Buyer for the Event Fixed Fees for Events concluded in that Month. The Supplier shall attach the signed Events Statements of Work relating to these Events to the invoice.

Annex 3: Restaurant & Bar Services

1. Restaurant & Bar Fixed Fee

1.1. For the Restaurant & Bar Services listed in the table below, the Buyer shall pay to the Supplier the “Total Restaurant & Bar Fixed Fee” set out in the table below (the **Restaurant & Bar Fixed Fee**). These costs are representative of the full contract life, from Contract Start to Contract End.

1.2. The prices presented in the tables below do not include the Management Fee:

1.3.

Restaurant & Bar Fixed Fee	
Product	Unit Rate (£)
THIS TABLE IS REDACTED	

1.4. Staffing costs for the Restaurant & Bars are captured in the table below. The Buyer reserves the right to determine how many staff they require, and as such can reduce the staff levels based on demand.

1.5. The prices presented in the tables below do not include the Management Fee.

1.6.

Restaurant & Bar Staffing				
Role	Unit Rate	Quantity	Days	Total
THIS TABLE IS REDACTED				

1.7. The Buyer shall not be liable for any amount that exceeds the Restaurant & Bar Fixed Fee.

1.8. The Supplier shall invoice the Buyer for the Restaurant and Bar Fixed Fee in six (6) equal Monthly instalments during the Expo Live Stage, with the first invoice due within 14 days of the end of the first Month of the Expo Live Stage and each subsequent invoice due within 14 days of the end of each subsequent Month.

2. Restaurant & Bar Profits Share

- 2.1. The Supplier shall pay to the Buyer an amount that is equal to forty per cent (40%) of the Restaurant & Bar Profits received by it in every Month of the Expo Live Stage (the **Restaurant & Bar Profits Share**). This is based on the profit margin between the sales price and the stock cost price, as all other associated costs are covered in the fixed costs (including Credit Card Fees or Taxes). Stock should be purchased and managed by the Supplier.
- 2.2. Remaining stock at the end of the Contract is the responsibility and ownership of the Supplier.
- 2.3. The Supplier shall notify the Buyer of the applicable Restaurant & Bar Profits Share amount within 14 days of the end of each Month during the Expo Live Stage. At the request of the Buyer, the Supplier shall provide the Buyer with a breakdown of how the Restaurant & Bar Profits Share has been calculated and such other information to support such calculation as the Buyer considers reasonable.
- 2.4. The Buyer shall then deduct the Restaurant & Bar Profits Share for a particular Month from the next Monthly invoice(s) it receives from the Supplier until it has recovered that amount in full. If no further Monthly invoices are due to be provided by the Supplier, the Supplier shall promptly pay the outstanding amount directly to the Buyer to such account as the Buyer directs.

Restaurant & Bar Products

- 2.5. The Supplier shall be liable for all costs, expenses, fees, taxes and similar charges incurred by it, the Buyer and/or any third party in connection with the Restaurant and Bar Products (including with the purchase, importation and sale of such products). The Buyer will not be liable or responsible for these costs in any way.
- 2.6. The Supplier shall not be entitled to the payment of any Management Fee in respect of the Restaurant and Bar Products.
- 2.7. Below is the list of the Restaurant and Bar Products submitted by the Supplier as part of its Tender and it will form part of the Restaurant and Bar Product List. The Parties acknowledge that the below is a non-exhaustive list.
- 2.8. All product costs include any relevant importing taxes and other incidental costs, as per section 10.5 of Schedule 02 (Specification):
- 2.9.

Restaurant & Bar Products (As per submission from the Cost Model)		
Product	Unit Rate (£) (based on the attributing Quantity)	Quantity
THIS TABLE IS REDACTED		

Annex 4: Retail Services

1. Retail Fixed Fee

1.1. For the Retail Services listed in the table below, the Buyer shall pay to the Supplier the “Total Retail Fixed Fee” set out in the table below (the **Retail Fixed Fee**). These costs are representative of the full contract life, from Contract Start to Contract End.

1.2. The prices presented in the tables below do not include the Management Fee:

1.3.

Retail Fixed Fee	
Product	Unit Rate (£)
THIS TABLE IS REDACTED	

1.4. Staffing costs for the Retail Services are captured in the table below. The Buyer reserves the right to determine how many staff they require, and as such can reduce the staff levels based on demand.

1.5. The prices presented in the table below do not include the Management Fee:

1.6.

Retail Staffing				
Role	Unit Rate	Quantity	Days	Total
THIS TABLE IS REDACTED				

1.7. The Buyer shall not be liable for any amount that exceeds the Retail Fixed Fee.

1.8. The Supplier shall invoice the Buyer for the Retail Fixed Fee in six (6) equal Monthly instalments during the Expo Live Stage, with the first invoice due within 14 days of the end of the first Month of the Expo Live Stage and each subsequent invoice due within 14 days of the end of each subsequent Month.

2. Retail Profits Share

2.1. The Supplier shall pay to the Buyer an amount that is equal to fifty per cent (50%) of the Retail Profits received by it in every Month of the Expo Live Stage (the **Retail Profits Share**).

2.2. The Supplier shall notify the Buyer of the applicable Retail Profits Share amount within 14 days of the end of each Month during the Expo Live Stage. At the request of the Buyer, the Supplier shall provide the Buyer with a breakdown of how the Retail Profits Share has been calculated and such other information to support such calculation as the Buyer considers reasonable.

- 2.3. The Buyer shall then deduct the Retail Profits Share for a particular Month from the next Monthly invoice(s) it receives from the Supplier until such time it has recovered that amount in full. If no further Monthly invoices are due to be provided by the Supplier, the Supplier shall promptly pay the outstanding amount directly to the Buyer to such account as the Buyer directs.

3. Retail Products

- 3.1. The Supplier shall be liable for all costs, expenses, fees, taxes and similar charges incurred by it, the Buyer and/or any third party in connection with the Retail Products (including with the purchase, importation and sale of such products). The Buyer will not be liable or responsible for these costs in any way. Remaining stock at the end of the contract will be the responsibility of the Supplier.
- 3.2. The Supplier shall not be entitled to the payment of any Management Fee in respect of the Retail Products.
- 3.3. Below is the list of Retail Products submitted by the Supplier as part of its Tender and it will form part of the Retail Product List. The Parties acknowledge that the below is a non-exhaustive list.
- 3.4. All product costs include any relevant importing taxes and other incidental costs:
- 3.5.

Retail Products (As per submission from the Cost Model)		
Product	Stock Cost Price (£) (based on the attributing Quantity)	Quantity
THIS TABLE IS REDACTED		

3.6.

Retail Products (Mandatory)		
Role	Stock Cost Price (based on the attributing Quantity)	Quantity
THIS TABLE IS REDACTED		

Annex 5: Staffing & Operational Services

1. For the Staffing & Operational Services, the Buyer reserves the right to determine how many staff they require, and as such can reduce the staff levels based on demand.
2. The prices presented in the tables below do not include the Management Fee.

Staffing & Operational Services				
Role / Product	Unit Rate	Quantity	Days	Total
THIS TABLE IS REDACTED				

3. The Buyer shall not be liable for any amount that exceeds the Staffing Fixed Fee.
4. The Supplier shall invoice the Buyer for the Staffing Fixed Fee in six (6) equal Monthly instalments during the Expo Live Stage, with the first invoice due within 14 days of the end of the first Month of the Expo Live Stage and each subsequent invoice due within 14 days of the end of each subsequent Month.

Annex 6: Management Fee

1. The Buyer shall pay the Supplier a fixed Management Fee of **This text is redacted** of the Total Fees due and payable each Month under the Contract (the **Management Fee**).

1.1. Management Overhead = **[This text is redacted]**

1.2. Corporate Overhead = **[This text is redacted]**

1.3. Profit = **[This text is redacted]**

Management Fee Total = [This text is redacted]

2. The Supplier shall invoice the Buyer for the Management Fee on a Monthly basis within 14 days of the end of each Month.
3. The Management Fee applies to everything in the Contract except the Retail, Restaurant & Bar stock items, which are purchased by the Supplier and profits are shared accordingly for their sale on a separate basis, with no overlap to this metric.
4. Any items which are procured during the contract life under the Other/Misc section will have the Management Fee applied.

Annex 7: Costs & Expenses

1. Expenses will need to be submitted and approved as per paragraph 4 of Schedule 3 (Charges) and Schedule 31 (Travel & Subsistence).
2. Costs & Expenses shall only be recoverable by the Supplier under this Contract.
3. If they are Reimbursable Expenses supported by Supporting Documentation properly and necessarily incurred in the delivery of this Contract; and up to the maximum aggregate amount of **This text is redacted]** (excluding VAT) (the **Costs & Expenses Cap**).
4. The Buyer shall not be liable for any costs and expenses that exceed the Costs and Expenses Cap.

Annex 8: Miscellaneous Services

1. The Charges for any Miscellaneous Services shall be as agreed in Schedule 38 Statement of Work for Miscellaneous Services.
2. Where the Miscellaneous Services are listed in the table below, the Charges for those Miscellaneous Services shall be commissioned under the relevant Miscellaneous Statement of Work by reference to the applicable rates set out in the table below.
3. Any items which are procured during the contract life under the Other/Misc section will have the Management Fee applied.
4. The invoicing arrangements for any Miscellaneous Services will be as agreed in the Miscellaneous Statement of Work relating to those Miscellaneous Services.
- 5.

Staffing & Operational Services	
Role / Product	Unit Rate
THIS TABLE IS REDACTED	