

## **COMPUTER BASED TESTING SERVICES**

### **CALL-OFF CONTRACT**

#### **SCHEDULE 7.1**

#### **INVOICING**

## **1. PURPOSE OF THIS PART OF THE SCHEDULE**

This part B of the schedule sets out the method by which the Contractor shall raise invoices to the Customer Authority for payment, together with the requirements which apply to such invoices, and the payment terms thereof.

## **2. INVOICING ARRANGEMENTS**

2.1 The Contractor will submit monthly statements to the Authority detailing the volume of Life in the UK Tests taken during the previous month and the sum of the Test Candidate Administration Fees payable subject to Appendix 6 (Charging and Invoicing) of Schedule 18 (Call\_Off\_Form).

The Authority will submit an invoice to the Contractor for the sum of the Test Candidate Administration Fees plus VAT if applicable, as stated in each relevant monthly statement on a quarterly basis. The Contractor will pay all valid invoices 30 days from receipt.”

2.2 The Contractor shall be entitled to raise an invoice in respect of any payment which falls payable to the Contractor pursuant to the Contract.

2.3 The Customer Authority shall invoice the Contractor in respect of Services in accordance with the timescales specified for issue of invoices for the Charges in arrears of each Service Period.

2.4 The Contractor shall ensure that each proforma contains the following information:

2.4.1 the date of the proforma;

2.4.2 a unique proforma number;

2.4.3 the Service Period or other period(s) to which the relevant Charge(s) relate;

2.4.4 details of the correct Contract reference;

2.4.5 the reference number of the purchase order to which it relates (if any);

- 2.4.6 the dates between which the Services subject of each of the Charges detailed on the proforma were performed;
  - 2.4.7 the methodology applied to calculate the Charges;
  - 2.4.8 the total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Customer Authority under the terms of the Contract, and, separately, any VAT or other sales tax payable in respect of the same;
  - 2.4.9 details of any Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the proforma;
  - 2.4.10 reference to any reports required by the Customer Authority in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Contractor for validation by the Customer Authority, then to any such reports as are validated by the Customer Authority in respect of the Services);
  - 2.4.11 a contact name and telephone number of a responsible person in the Contractor's finance department in the event of administrative queries; and
  - 2.4.12 the banking details for payment to the Contractor via electronic transfer of funds (ie name and address of bank, sort code, account name and number).
- 2.5 Each proforma shall at all times be accompanied by sufficient information ("**Supporting Documentation**") to enable the Customer Authority to be able to invoice the Contractor accurately. . Any such assessment by the Customer Authority shall not be conclusive. The Contractor undertakes to provide to the Customer Authority any other documentation reasonably required by the Customer Authority from time to time to substantiate an invoice.
- 2.6 The Contractor shall submit all proformas and Supporting Documentation in such format as the Customer Authority may specify from time to time to the address

specified in Appendix 6 (Charging and Invoicing) of Schedule 18 (Call-Off Form) of the Framework Agreement

with a copy (again including any Supporting Documentation) to such other person and at such place as the Customer Authority may notify to the Contractor from time to time.

2.7 All Customer Authority invoices shall be expressed in sterling or such other currency as shall be permitted by the Customer Authority in writing.

2.8 The Contractor shall only regard an invoice as valid if it complies with the provisions of this part B of this schedule and Appendix 6 (Charging and Invoicing) of Schedule 18 (Call-Off Form) of the Framework Agreement. Where any invoice does not conform to the requirements set out in paragraph **Error! Reference source not found.** of this schedule or Schedule 18 (Call-Off Form) of the Framework Agreement, the Contractor will return the disputed invoice to the Customer Authority. The Customer Authority shall promptly issue a replacement invoice which shall comply with the same.

### **3. PAYMENT TERMS**

Subject to the provisions of paragraph **Error! Reference source not found.** of the schedule, the Contractor shall make payment to the Customer Authority within thirty (30) days of receipt of a valid invoice by the Contractor at its nominated address for invoices, as set out in Appendix 6 (Charging and Invoicing) of Schedule 18 (Call-Off Form) of the Framework Agreement.

### **4. SERVICE CREDITS**

4.1 Service Credits will be made based on the number of Service Points accrued in any one Service Period. The basis for the accrual of Service Points is set out in schedule 2.2 (Service Levels) of the Call-Off Contract.

4.2 In each Service Period, Service Points will be converted to a percentage deduction from the Charges in the relevant Service Period as set out in schedule 2.2 (Service Levels) of the Call-Off

Contract on the basis of one Service Point equating to a 0.5% deduction. The total Service Credit applicable for each Service Period will therefore be calculated in the following way:

$$SC = TSP \times 0.005 \times \text{Applicable Charge}$$

Where:

"Applicable Charge" = Charges payable for the relevant Service Period

"SC" = Service Credit

"TSP" = Total Service Points for the Service Period

4.3 The liability of the Contractor in respect of Service Credits will be limited in accordance with clause 54.2.3 (Limitations on Liability) of the Call-Off Contract. However, and for the avoidance of doubt, such financial limitation shall not affect the continued accrual of service points in excess of such financial limit, in accordance with the provisions of schedule 2.2 (Service Levels) of the Call-Off Contract.

4.4 If no further Charges fall due after Service Credits accrue, the Contractor shall issue a credit note to the Customer Authority for a sum equal to any such Service Credits then outstanding which shall be repayable by the Contractor to the Customer Authority as a debt.