

OFFICIAL - COMMERCIAL

AGREEMENT RELATING TO THE SERVICE AND MAINTENANCE OF FIXED AND MOBILE RN DETECTION  
EQUIPMENT

**Agreement**

**relating to the service and maintenance of fixed and mobile RN detection  
equipment**

**Schedule 7.1 (Contract Charges)**

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**SCHEDULE 7.1**

**CONTRACT CHARGES**

**1 INTRODUCTION**

1.1 This Schedule sets out the details for:

- (a) pricing individual elements of the Goods, Spares and Services;
- (b) calculating periodic Service Charges;
- (c) adjusting Service Charges;
- (d) limitations to profit; and
- (e) invoicing.

1.2 This Schedule is split into four parts and one annex:

- Part A: This part sets out the pricing and charging mechanisms for the Services, Goods and Spares (as required);
- Part B: This part sets out the mechanisms for adjustments to the Service Charges and calculation of Service Credits.
- Part C: This part sets out the invoicing and payment terms.
- Part D: TUPE
- Annex 1: This annex contains the tables with Milestone Payments, Day Rates and Service Charges.

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## PART A: PRICING AND CHARGING

### 1 APPLICABLE PRICING AND CHARGING MECHANISM

- 1.1 Subject to any applicable adjustment, within 30 days following the end of each Month throughout the Term, the Supplier shall invoice the Authority in the format agreed pursuant to Part C of this Schedule 7.1 (Contract Charges) for:
- (a) **“Fixed Service Charges”**: Service Charges for the Services for each Charging Location as set out in Table 1 in Annex 1 to this Schedule 7.1; and
  - (b) **“Implementation Services Charges”**: one off Service Charges in respect of Milestones Achieved, as defined in Schedule 6.1 (Implementation Plan) across the four Milestones (M1, M2, M3, and M4), and becoming payable upon completion of a Milestone Achievement Certificate for Achievement of the relevant Milestone as defined in Schedule 6.1 (Implementation Plan);
  - (c) any Service Charges in respect of the Optional Services provided during the Month calculated in accordance with Paragraph 5.2.2 and chargeable in accordance with the rates set out in Table 3 in Annex 1 to this Schedule 7.1 (Contract Charges), described as Day Rates;
  - (d) charges that relate to Goods supplied during the Month calculated in accordance with Paragraph 5.3.2 of this Part A to Schedule 7.1 (Contract Charges); and
  - (e) deducting any compensation to which the Authority has become entitled during the relevant Month that is to be applied as Service Credits to Contract Charges pursuant to Paragraph 1 of Part B of this Schedule 7.1 (Contract Charges).
- 1.2 If, in any Month, the Authority is entitled to any Service Credits referred to under Paragraph 1.1 (e) of this Schedule 7.1 (Contract Charges) where the aggregate amount of those Service Credits is greater than the aggregate Service Charges referred to in Paragraph 1.1.1(a) to 1.1.1(d) for the relevant Month (a **“Service Credit Deficit”**), the Supplier shall issue a credit note to the Authority within 30 days of the end of the relevant month, for the value of the Service Credit Deficit (a **“Service Credit Deficit Credit Note”**) calculated in accordance with the following formula:

$$CNV = SCD - SCP$$

Where:

CNV = the value of the Service Credit Deficit Credit Note (excluding VAT);

SCD = the total Service Credits deductible in the relevant Month; and

SCP = the total Service Charges payable for the relevant Month,

and the Supplier shall not be entitled to issue an invoice in relation to that Month.

- 1.3 The Supplier shall pay the Authority the amount due in respect of any Service Credit Deficit Credit Notes within 30 days of the Authority’s receipt of the Service Credit Deficit Credit Note.

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**2 SERVICE CHARGES**

- 2.1 Where Service Charges are payable, the Supplier shall raise invoices, payable in arrears, for the Authority at the end of each Month in accordance with the relevant charges stated in Paragraph 1.1 of Part A of this Schedule 7.1 (Contract Charges).

**3 INCREASES TO FIXED SERVICE CHARGES**

- 3.1 Service Charges shown in Annex 1 (Tables with Prices and Charges) as “Fixed” shall not be subject to any increase throughout the Term of the Agreement, whether by way of Indexation or otherwise.

**4 CHARGING MECHANISM FOR SERVICE CHARGES**

- 4.1 Each individual Fixed Service Charge referred to in Paragraph 1.1(a) of Part A of this Schedule 7.1 (Contract Charges) shall:

- (a) start to accrue upon the occurrence of the Service Charge Trigger Event; and
- (b) cease to accrue upon the occurrence of the Service Charge Expiration Event.

No individual Fixed Service Charge shall accrue in respect of any period prior to the relevant Service Charge Trigger Event or after the relevant Service Charge Expiration Event.

- 4.2 Each Implementation Service Charge shall be payable on the occurrence of the event set out in the Service Charge Trigger Event column of Table 2 (Implementation Service Charges) in Annex 1 (Tables with Prices and Charges) to this Schedule 7.1 (Contract Charges) against the relevant Milestone. For the avoidance of doubt, the Implementation Service Charges are one off payments that shall become payable on the Achievement of the relevant Milestone (as set out in Schedule 7.1 Part A 1.1(b)).

- 4.3 If any additional Services, or Services for a part of a month, are provisioned for a Charging Location within the Table 1 in Annex 1 then the associated Fixed Service Charge is to be time apportioned. Where the relevant individual Fixed Service Charge:

- (a) commences on a day other than the first day of a Month; and/or
- (b) ends on a day other than the last day of a Month,

then the Fixed Service Charge for the relevant Month shall be apportioned according to the number of days in the Month for which the Service is provided for as against the total number of days in that Month in accordance with the following formula:

$$SCP = SC \times SDM / DM$$

where:

“SCP” means the Fixed Service Charge payable;

“SC” means the Fixed Service Charge that would be payable for the relevant Charging Location for the full Month;

“SDM” means the number of days in the month on which the Service was delivered; and

“DM” means the number of days in the Month.

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- 4.4 Worked Example for the calculation of time apportioned Fixed Service Charges for a Service for which there are £3,000 in Fixed Service Charges is activated on 16<sup>th</sup> January.

Worked Example for the calculation of Service Charges

Charge	Monthly Service Charge (SC)	Date of Service Charge Trigger Event	Days in Month Service delivered (SDM)	Days in Month (DM)	Service Charge Payable
Fixed Service Charge for the services as stated in Schedule 2.1(Services Description) for the Month	£3,000	16 <sup>th</sup> January 2018	16	31	£1,548.39
<b>Total</b>					£1,548.39

The worked example above is explained below:

- (a) The SC for the Month is £3,000 (i.e. Fixed Service Charge of £3,000).
- (b) The SDM is 16 days because the Service is activated on 16<sup>th</sup> January 2018 and, therefore, provided for 16 days that Month.
- (c) The DM is 31 because January has 31 days.
- (d) The SCP is, therefore, £1,548.39 (i.e.  $£3,000 \times 16 / 31 = £1,548.39$ ).

## 5 CHARGING MECHANISM FOR OPTIONAL SERVICES, GOODS AND SPARES

### 5.1 General

The Supplier shall only be entitled to invoice for Optional Services and Goods (including replacement of Spares) where such charges have been incurred during the relevant Month and supported by written records of the quotation and instruction to proceed and confirmation of the satisfactory completion of those Services and delivery of those Goods to the Authority.

### 5.2 Optional Services

- 5.2.1 If the Authority requires the Supplier to provide any or all of the Optional Services during any month, subject to Paragraph 5.1 of this Part A to Schedule 7.1 (Contract Charges), the Supplier shall be additionally entitled to invoice the Authority pursuant to Paragraph 1.1(c) of Part A of this Schedule 7.1 (Contract Charges) for the Service Charges for each such Optional Service completed during the previous Month.
- 5.2.2 The prices for the Optional Services shall be agreed in writing between the Supplier and Authority prior to the Optional Services being carried out through the Variation Procedure. Details of days required to perform the Optional Services and associated rates shall be provided using the Day Rates provided in Table 3 in Annex 1 to this Schedule 7.1 (Contract Charges).

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- 5.2.3 Twelve (12) Months after Achieving Milestone M4, the Supplier may request an increase to all or any of the Day Rates. The Authority will give reasonable consideration to any such request provided that:
- (a) the Supplier provides evidence demonstrating that each requested increase is no greater than the percentage increase in the market rate day rates for the equivalent role measured between the Effective Date (or the date of any previous revision under this Paragraph) and a date prior to the request;
  - (b) the Supplier does not exercise its rights under this Paragraph more than once in any 12 Month period; and
  - (c) the Supplier provides evidence that it is undertaking the Services with optimal efficiency and applying lessons learned from the delivery of previous Optional Services.
- 5.2.4 No increase in Day Rates shall take effect until agreed by the Authority through the Variation Procedure. Subject to any agreed changes in Day Rates as agreed according to this Paragraph 5.2.4 of this Part A to Schedule 7.1 (Contract Charges), Day Rates set out in Table 3 in Annex 1 to this Schedule 7.1 (Contract Charges) provided by the supplier are fixed prices not subject to Indexation.
- 5.3 Goods (including replacement of spares)**
- 5.3.1 If the Authority requires the Supplier to provide any Goods (including replacement of Spares) during any Month, subject to Paragraph 5.1 of this Schedule 7.1 (Contract Charges), the Supplier shall be entitled to invoice the Authority pursuant to Paragraph 1.1(d) of Part A of this Schedule 7.1 (Contract Charges) for each such Good provided during the previous Month in accordance with the provisions of this paragraph 5.3.
- 5.3.2 The prices for the Goods shall be agreed in writing between the Supplier and Authority prior to the Goods being provided by the Supplier. The Supplier, with the exception of Detection Equipment, is not entitled to profit from the provision of Goods and will charge them to the Authority in accordance with the following principles:
- (a) Detection Equipment shall be chargeable in accordance with a set additional percentage, as set out in Table 4 (Detection Equipment) in Annex 1 (Tables with Prices and Charges) to this Schedule 7.1 (Contract Charges),] above the manufacturer costs; and
  - (b) other Goods (including replacement of Spares) shall be passed through at the manufacturer's cost.
- 5.3.3 The Authority shall, acting reasonably, determine whether any Goods ordered under this paragraph 5.3 are Detection Equipment under paragraph 5.3.2(a) or other Goods under paragraph 5.3.2(b).

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## PART B: ADJUSTMENTS TO THE CHARGES AND RISK REGISTER

### 1 SERVICE CREDITS

- 1.1 Any Service Credits that accrue as a result of Service Level Failures (as set out in Schedule 2.2 (Performance) during a Month shall be deducted from the Service Charges payable for that Month. An invoice for a Service Charge shall not be payable by the Authority unless all adjustments (including Service Credits) relating to the Service Charges for the Month have been agreed.
- 1.2 Service Credits shall be calculated in accordance with the provisions of paragraphs 1.5 to **Error! Reference source not found.** (inclusive) of Part B to this Schedule 7.1 (Contract Charges).
- 1.3 Service Credits are a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.
- 1.4 Service Credits shall be shown as a deduction from the amount due from the Authority to the Supplier in the invoice for the Month in which they accrue. Where Service Credits are agreed after the invoice for the relevant Month is issued, the Supplier shall issue a credit note to the Authority for such Service Credits within 30 (Thirty) Working Days of such Service Credits being agreed.
- 1.5 Where a Service Level Failure has occurred in relation to:
- (a) Service Level 2 (Incident Resolution (P1 Incident));
  - (b) Service Level 3 (Incident Resolution (P2 Incident));
  - (c) Service Level 4 (Incident Resolution (P3 Incident)); or
  - (d) Service Level 5 (Incident Resolution (P4 Incident))

the Service Credit for that Service Level Failure shall be calculated in accordance with the following formula:

$$ISC = ((SMSC / SH) \times (ID - SLAD)) \times PF \times A$$

Where:

- ISC = the Incident Service Credit deductible;
- PF = the Priority Factor for the relevant Incident Priority Level as set out in the definition of Priority Factor;
- SMSC = the Fixed Service Charge for the Charging Location at which the Service Level Failure occurred as set out in Table 1 of Annex 1 of this schedule 7.1 (Contract Charges);
- SH = the total Service Hours in the Month in which the Service Level Failure occurred;
- ID = the Incident Duration for the relevant Incident that caused the Service Level Failure;
- SLAD = Service Level Target Duration for the relevant Incident Priority Level;
- A = the percentage of responsibility for the Service Level failure that the Supplier has been apportioned.

- 1.6 Where a Service Level Failure has occurred in a Month in relation to:

- (a) Service Level 1 (Failure to Agree Responsibility for Service Level Failure); or

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- (b) Service Level 9 (Security Incidents occurring owing to inappropriate use of Authority Confidential Information or the System),

the Service Credit shall be calculated in accordance with the following formula:

$$SC = MSC \times SCP$$

Where:

- SC = the Service Credit to be applied;  
 MSC = the cumulative Fixed Service Charges for all Sites and Services payable by the Authority to the Supplier in that Month; and  
 SCP = the Service Credit Percentage for the relevant Service Level;

- 1.7 Where a Service Level Failure occurs at a Site in relation to Service Level 11 (Availability), the Service Credit for each Site shall be calculated in accordance with the following formula:

$$ASC = (SLAD \times MSC) \times (ASLAD / SLAD)$$

Where:

- ASC = the Availability Service Credit to be applied;  
 SLAD = the SLA Delta;  
 MSC = the cumulative Fixed Service Charges for all Sites and Services payable by the Authority to the Supplier in that Month; and  
 ASLAD = the Achieved SLA Delta for the relevant Site for the relevant Month.  
 =

## 1.8 Worked Examples of Service Credits

- 1.8.1 The following is a worked example for the calculation of an **Incident Service Credit** for a Service Level Failure in relation to Service Level 2 (Incident Resolution (P1 Incident)) in the Month of April where the P1 Incident lasted 10.6 hours. For the purpose of this example, it is assumed that the Service Charges payable for the relevant Charging Location in April are £7,000.00 and the Supplier has been apportioned 55% of the responsibility for the Service Level Failure:

$$ISC = (((SMSC / SH) \times (ID - SLAD)) \times PF) \times A$$

Where:



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ISC	=	the Incident Service Credit deductible;
PF	=	the Priority Factor for the relevant Incident Priority Level as set out in the definition of Priority Factor;
SMSC	=	the Fixed Service Charge for the Charging Location at which the Service Level Failure occurred as set out in Table 1 of Annex 1 of this schedule 7.1 (Contract Charges);
SH	=	the total Service Hours in the Month in which the Service Level Failure occurred;
ID	=	the Incident Duration for the relevant Incident that caused the Service Level Failure;
SLAD	=	Service Level Target Duration for the relevant Incident Priority Level; and
A	=	the percentage of responsibility for the Service Level failure that the Supplier has been apportioned.

**Therefore;**

$$\begin{aligned}
 ISC &= (((SMSC / SH) \times (ID - SLAD)) \times PF) \times A \\
 ISC &= (((7000/720) \times (10.6 - 6)) \times 20) \times 0.55 \\
 ISC &= ((9.72 \times 4.6) \times 20) \times 0.55 \\
 ISC &= £894.24 \text{ (rounded to 2 decimal places)} \times 0.55 = £491.83
 \end{aligned}$$

- 1.8.2 The following is a worked example for the calculation of an Availability Service Credit for a Service Level Failure in relation to Service Level 10 (Availability) based on the Site Service Availability in Example 1 at Annex 4 to Part A of Schedule 2.2 (Performance); i.e. Site Service Availability = 98.89%. For the purpose of this example it is assumed that the cumulative Fixed Service Charges for all Sites and Services payable by the Authority to the Supplier for April are £600,000:

$$\begin{aligned}
 ASC &= (SLAD \times MSC) \times (ASLAD / SLAD); \text{ or} \\
 &(0.05\% \times 600,000) \times (1.11\% / 0.05\%) = £6,635.94; \text{ or} \\
 &6,000 \times 1.11 \text{ (rounded to two decimal places)} = £6,635.94.
 \end{aligned}$$

This is calculated as follows:

- (a) SLAD = 1% because the Service Level Target for Service Level 10 is 99% and 100% - 99% = 1%;
- (b) MSC = £600,000 based on the assumptions outlined above; and
- (c) ASLAD = 1.11% (rounded) because the Site Service Availability in Example 1 at Annex 4 to Part A of Schedule 2.2 (Performance) is 98.89% (rounded).

- 1.8.3 The following is a worked example for the calculation of a Service Credit for a Service Level Failure in relation to Service Level 9 (Security Incidents occurring owing to inappropriate use of Authority Confidential Information or the System). For the purpose of this example, it is assumed that the total Service Charges applicable to the Month are £480,000:

$$SC = MSC \times SCP; \text{ or } 480,000 \times 2\% = £9,600.00$$

This is calculated as follows:

- (a) the Service Charges applicable to the relevant Month are £480,000; and

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- (b) the Service Credit Percentage for a Service Level Failure in relation to Service Level 8 is 2%.

Accordingly, the Service Charges for the Month will be reduced by £9,600.00 for this Service Level Failure.

## 2 VARIATIONS TO SERVICE CHARGES

- 2.1 Any proposed Variation to the Service Charges shall be developed in accordance with the Variation Procedure.
- 2.2 The Authority may request that any impact assessment as part of a Variation Procedure presents Service Charges without indexation, where it applies, for the purposes of comparison.

## 3 INDEXATION FOR GOODS AND SERVICES SUPPLIED BEYOND THE INITIAL TERM

- 3.1 Any amounts or sums in this Agreement that are expressed to be subject to Indexation shall be adjusted in accordance with the provisions of Paragraph **Error! Reference source not found.** to reflect the effects of inflation.
- 3.2 Except as set out in this Paragraph 3, neither the Service Charges nor any other costs, expenses, fees or Charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-contractors of the performance of their obligations.

## 4 DELAY PAYMENTS

- 4.1 If a Milestone has not been Achieved on or before the relevant Milestone Date, the Supplier shall pay a Delay Payment to the Authority in respect of that Milestone. Delay Payments shall accrue:
  - (a) at the Delay Payment Rate;
  - (b) on a daily basis, with any part day's Delay counting as a full day;
  - (c) for the full period of delay deduction days.

and the Supplier shall issue the Authority with a credit note for the Delay Payment less the Delay Deduction on the date on which the relevant Milestone is Achieved.

- 4.2 The Supplier shall notify the Authority as soon as practicable after becoming aware that there will be Delay in Achieving a Milestone by its' Milestone Date (a "**Delay Notice**").
- 4.3 Where the Supplier provides a Delay Notice to the Authority pursuant to Paragraph 4.2 the Supplier shall, within 10 Working Days of the Delay Notice, pay a Delay Deduction to the Authority.
- 4.4 Where:

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- (a) the Supplier provides the Delay Notice to the Authority fewer than 30 days prior to the relevant Milestone Date, the Delay Deduction shall be equivalent to 15 days at the Delay Payment Rate; or
- (b) the Supplier provides the Delay Notice to the Authority more than 30 days but fewer than [60 days] prior to the relevant Milestone Date, the Delay Deduction shall be equivalent to 10 days at the Delay Payment Rate; or
- (c) the Supplier provides the Delay Notice to the Authority more than 60 days prior to the relevant Milestone Date, the Delay Deduction shall be equivalent to 5 days at the Delay Payment Rate,

and, in each case, issue a credit note to the Authority in respect of the relevant Delay Deduction.

- 4.5 Failure by the Supplier to make payment within 10 Working Days of the Delay Notice shall invalidate the Delay Notice.
- 4.6 Any amounts paid to the Authority pursuant to Paragraphs 4.3 and 4.4 shall not be refundable to the Supplier in any circumstances, including where a Delay as referred to in the Supplier's notice:
  - (a) does not occur; or
  - (b) does occur but lasts for fewer days than the Delay Deduction Period.
- 4.7 The Parties agree that Delay Payments are in each case a genuine pre-estimate of the Losses which the Authority will incur as a result of any failure by the Supplier to Achieve the relevant Milestone by the Milestone Date. Delay Payment Rates are to be applied before VAT.

## 5 PAYMENTS FOR DELAYS DUE TO AUTHORITY CAUSE

- 5.1 If the Supplier is entitled in accordance with Clause 13.3 (Supplier Relief and Authority Cause) to compensation for failure to Achieve a Milestone by its Milestone Date, then, subject always to Clause 34 (Liabilities), such compensation shall be determined in accordance with the following principles:
  - (a) the compensation shall:
    - (i) reimburse the Supplier for additional costs incurred by the Supplier that the Supplier:
      - (A) can demonstrate it has incurred solely and directly as a result of the Authority Cause; and
      - (B) is, has been, or will be unable to mitigate, having complied with its obligations under Clause 13.3 (Supplier Relief and Authority Cause); and
  - (b) the compensation shall not operate so as to put the Supplier in a better position than it would have been in but for the occurrence of the Authority Cause;

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- 5.2 The Supplier shall provide the Authority with any information the Authority may require to assess the validity of the Supplier's claim to compensation.

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**PART C: INVOICING AND PAYMENT TERMS**

**1 SUPPLIER INVOICES**

- 1.1 The Supplier shall prepare and provide to the Authority for approval of the format a template invoice within 10 Working Days of the date of this Agreement which shall include, as a minimum, the details set out in Paragraph 1.2 of this Part C together with such other information as the Authority may reasonably require to assess whether the Service Charges that will be detailed therein are properly payable. The Authority retains the right to seek a change in the template invoice at any point during the term of this agreement.
- 1.2 The Supplier shall ensure that each invoice accurately contains the following information:
- (a) the date of the invoice;
  - (b) a unique invoice number;
  - (c) the official Supplier VAT number;
  - (d) the period(s) to which the relevant Service Charge(s) relate;
  - (e) the correct reference for this Agreement;
  - (f) the reference number of the purchase order to which it relates (if any);
  - (g) a description of the Goods (including replacement of Spares) and/or Services provided;
  - (h) the pricing mechanism used to calculate the Service Charges;
  - (i) any payments due in respect of the Achievement of a Milestone as per Schedule 6.1 (Implementation Plan);
  - (j) the total Service Charges gross and net of any applicable deductions and, separately, any VAT or other sales tax payable in respect of each of the same;
  - (k) details of any Service Credits or similar deductions that shall apply to the Service Charges detailed on the invoice;
  - (l) a contact name, telephone number and email address of a responsible person in the Supplier's finance department in the event of administrative queries; and
  - (m) the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

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- (n) reference to any reports required by the Authority in respect of the Goods (including the replacement of spares) or Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Authority, then to any such reports as are validated by the Authority in respect of the Goods (including the replacement of spares) or Services);
- 1.3 For any Charges shown in Annex 1 (Tables with Prices and Charges) as “Fixed”, shall not be subject to any increase, whether by way of Indexation or otherwise, with the exception of Day Rates as explained in para 5.2.4 of Part A.
- 1.4 The Supplier shall invoice the Authority in respect of Goods (Including the replacement of Spares) and Services in accordance with the requirements of Part C. Invoices shall be in arrears for the preceding Month.
- 1.5 Each invoice shall at all times be accompanied by supporting documentation. Any assessment by the Authority as to what constitutes supporting documentation shall not be conclusive and the Supplier undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate an invoice.
- 1.6 The Supplier shall submit two copies of all invoices and supporting documentation to the Authority with a copy (again including any supporting documentation) to such other person and at such place as the Authority requests giving the Supplier no less than 10 days’ notice by the Authority from time to time.
- 1.7 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.
- 1.8 The Authority shall regard an invoice as valid on receipt, only if it complies with the provisions of this Part C and the requirements of VAT invoices under applicable laws. Where any invoice does not conform to the Authority’s requirements set out in this Part C and under such applicable laws, the Authority may return the disputed invoice to the Supplier, detailing the reasons it does not comply, and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.

## **2 PAYMENT TERMS**

- 2.1 Subject to the relevant provisions of this Schedule, the Authority shall make payment to the Supplier within 30 days of receipt of the later of:
  - (a) an agreed invoice received by the Authority at its nominated address for invoices; and
  - (b) all of the deductions referred to in Paragraph 1.2 of Part A of this Schedule being agreed.
- 2.2 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in pounds sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

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**PART D: TUPE**

**1 TUPE CHARGES**

- 1.1 The Supplier shall pay Total TUPE charges of **[Redacted]** on Implementation date (MS4 –M3) April 2020.

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**ANNEX 1: TABLES WITH PRICES AND CHARGES****Table 1: Fixed Service Charges**

Charge Number		Price Description	Pricing Mechanism	Time Apportioned	Monthly Year 1 - Service Charge [£ ex VAT]	Monthly Year 2 to 7 - Service Charge [£ ex VAT]	Service Charge Trigger Event	Service Charge Expiration Event
FSC	100p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£13,361.25	£13,017.33	Milestone 4-Implementation Complete	Expiry of the Term
FSC	104p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£9,428.55	£9,185.86	Milestone 4-Implementation Complete	Expiry of the Term
FSC	108a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£12,612.34	£12,287.70	Milestone 4-Implementation Complete	Expiry of the Term
FSC	108p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£9,428.55	£9,185.86	Milestone 4-Implementation Complete	Expiry of the Term
FSC	110	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£43,406.72	£42,289.43	Milestone 4-Implementation Complete	Expiry of the Term



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Charge Number		Price Description	Pricing Mechanism	Time Apportioned	Monthly Year 1 - Service Charge [£ ex VAT]	Monthly Year 2 to 7 - Service Charge [£ ex VAT]	Service Charge Trigger Event	Service Charge Expiration Event
FSC	110a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£13,173.12	£12,834.05	Milestone 4-Implementation Complete	Expiry of the Term
FSC	110b	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£12,424.21	£12,104.41	Milestone 4-Implementation Complete	Expiry of the Term
FSC	115a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£10,926.38	£10,645.13	Milestone 4-Implementation Complete	Expiry of the Term
FSC	115b	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£10,177.47	£9,915.50	Milestone 4-Implementation Complete	Expiry of the Term
FSC	115p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	117	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term

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Charge Number		Price Description	Pricing Mechanism	Time Apportioned	Monthly Year 1 - Service Charge [£ ex VAT]	Monthly Year 2 to 7 - Service Charge [£ ex VAT]	Service Charge Trigger Event	Service Charge Expiration Event
FSC	122p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	132a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£11,863.42	£11,558.06	Milestone 4-Implementation Complete	Expiry of the Term
FSC	132b	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£11,114.50	£10,828.41	Milestone 4-Implementation Complete	Expiry of the Term
FSC	133a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£7,742.58	£7,543.29	Milestone 4-Implementation Complete	Expiry of the Term
FSC	134a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£11,675.29	£11,374.77	Milestone 4-Implementation Complete	Expiry of the Term
FSC	208a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£11,114.50	£10,828.41	Milestone 4-Implementation Complete	Expiry of the Term

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Charge Number		Price Description	Pricing Mechanism	Time Apportioned	Monthly Year 1 - Service Charge [£ ex VAT]	Monthly Year 2 to 7 - Service Charge [£ ex VAT]	Service Charge Trigger Event	Service Charge Expiration Event
FSC	208p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£10,926.38	£10,645.13	Milestone 4-Implementation Complete	Expiry of the Term
FSC	427	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£12,424.21	£12,104.41	Milestone 4-Implementation Complete	Expiry of the Term
FSC	116	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£10,177.47	£9,915.50	Milestone 4-Implementation Complete	Expiry of the Term
FSC	303p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	312	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	319p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£10,926.38	£10,645.13	Milestone 4-Implementation Complete	Expiry of the Term

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Charge Number		Price Description	Pricing Mechanism	Time Apportioned	Monthly Year 1 - Service Charge [£ ex VAT]	Monthly Year 2 to 7 - Service Charge [£ ex VAT]	Service Charge Trigger Event	Service Charge Expiration Event
FSC	322p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£9,428.55	£9,185.86	Milestone 4-Implementation Complete	Expiry of the Term
FSC	324a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£10,177.47	£9,915.50	Milestone 4-Implementation Complete	Expiry of the Term
FSC	324b	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£10,926.38	£10,645.13	Milestone 4-Implementation Complete	Expiry of the Term
FSC	324c	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	326a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£19,728.84	£19,221.02	Milestone 4-Implementation Complete	Expiry of the Term
FSC	326b	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term

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Charge Number		Price Description	Pricing Mechanism	Time Apportioned	Monthly Year 1 - Service Charge [£ ex VAT]	Monthly Year 2 to 7 - Service Charge [£ ex VAT]	Service Charge Trigger Event	Service Charge Expiration Event
FSC	326p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£11,114.50	£10,828.41	Milestone 4-Implementation Complete	Expiry of the Term
FSC	334p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£9,428.55	£9,185.86	Milestone 4-Implementation Complete	Expiry of the Term
FSC	336	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£11,863.42	£11,558.06	Milestone 4-Implementation Complete	Expiry of the Term
FSC	337p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£9,428.55	£9,185.86	Milestone 4-Implementation Complete	Expiry of the Term
FSC	342a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	342p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£13,549.38	£13,200.62	Milestone 4-Implementation Complete	Expiry of the Term

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Charge Number		Price Description	Pricing Mechanism	Time Apportioned	Monthly Year 1 - Service Charge [£ ex VAT]	Monthly Year 2 to 7 - Service Charge [£ ex VAT]	Service Charge Trigger Event	Service Charge Expiration Event
FSC	342r	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	342s	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£7,930.72	£7,726.58	Milestone 4-Implementation Complete	Expiry of the Term
FSC	350p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£9,428.55	£9,185.86	Milestone 4-Implementation Complete	Expiry of the Term
FSC	362a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£7,962.07	£7,757.13	Milestone 4-Implementation Complete	Expiry of the Term
FSC	362b	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£7,962.07	£7,757.13	Milestone 4-Implementation Complete	Expiry of the Term
FSC	362c	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£7,962.07	£7,757.13	Milestone 4-Implementation Complete	Expiry of the Term

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Charge Number		Price Description	Pricing Mechanism	Time Apportioned	Monthly Year 1 - Service Charge [£ ex VAT]	Monthly Year 2 to 7 - Service Charge [£ ex VAT]	Service Charge Trigger Event	Service Charge Expiration Event
FSC	365a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£10,177.47	£9,915.50	Milestone 4-Implementation Complete	Expiry of the Term
FSC	365p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	374	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£9,428.55	£9,185.86	Milestone 4-Implementation Complete	Expiry of the Term
FSC	210p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£10,177.47	£9,915.50	Milestone 4-Implementation Complete	Expiry of the Term
FSC	411	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£18,695.98	£18,214.74	Milestone 4-Implementation Complete	Expiry of the Term
FSC	438	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£11,114.50	£10,828.41	Milestone 4-Implementation Complete	Expiry of the Term

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Charge Number		Price Description	Pricing Mechanism	Time Apportioned	Monthly Year 1 - Service Charge [£ ex VAT]	Monthly Year 2 to 7 - Service Charge [£ ex VAT]	Service Charge Trigger Event	Service Charge Expiration Event
FSC	457a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£10,926.38	£10,645.13	Milestone 4-Implementation Complete	Expiry of the Term
FSC	457b	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£13,922.04	£13,563.69	Milestone 4-Implementation Complete	Expiry of the Term
FSC	201	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,698.10	£8,474.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	201p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,867.75	£8,639.50	Milestone 4-Implementation Complete	Expiry of the Term
FSC	201q	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£9,428.55	£9,185.86	Milestone 4-Implementation Complete	Expiry of the Term
FSC	202	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term



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Charge Number		Price Description	Pricing Mechanism	Time Apportioned	Monthly Year 1 - Service Charge [£ ex VAT]	Monthly Year 2 to 7 - Service Charge [£ ex VAT]	Service Charge Trigger Event	Service Charge Expiration Event
FSC	202a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	202p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£10,738.25	£10,461.85	Milestone 4-Implementation Complete	Expiry of the Term
FSC	202r	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,867.75	£8,639.50	Milestone 4-Implementation Complete	Expiry of the Term
FSC	202s	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,118.84	£7,909.86	Milestone 4-Implementation Complete	Expiry of the Term
FSC	202t	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£14,859.09	£14,476.62	Milestone 4-Implementation Complete	Expiry of the Term
FSC	202v	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£11,114.50	£10,828.41	Milestone 4-Implementation Complete	Expiry of the Term

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Charge Number		Price Description	Pricing Mechanism	Time Apportioned	Monthly Year 1 - Service Charge [£ ex VAT]	Monthly Year 2 to 7 - Service Charge [£ ex VAT]	Service Charge Trigger Event	Service Charge Expiration Event
FSC	205p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	207p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£11,114.50	£10,828.41	Milestone 4-Implementation Complete	Expiry of the Term
FSC	403a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	403b	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	404p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£9,428.55	£9,185.86	Milestone 4-Implementation Complete	Expiry of the Term
FSC	429a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term

## AGREEMENT RELATING TO THE SERVICE AND MAINTENANCE OF FIXED AND MOBILE RN DETECTION EQUIPMENT

Charge Number		Price Description	Pricing Mechanism	Time Apportioned	Monthly Year 1 - Service Charge [£ ex VAT]	Monthly Year 2 to 7 - Service Charge [£ ex VAT]	Service Charge Trigger Event	Service Charge Expiration Event
FSC	433p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	435a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£11,863.42	£11,558.06	Milestone 4-Implementation Complete	Expiry of the Term
FSC	435p	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£8,679.63	£8,456.21	Milestone 4-Implementation Complete	Expiry of the Term
FSC	445a	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£9,428.55	£9,185.86	Milestone 4-Implementation Complete	Expiry of the Term
FSC	445b	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£9,428.55	£9,185.86	Milestone 4-Implementation Complete	Expiry of the Term
	437	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£24,163.45	£23,541.48	Milestone 4-Implementation Complete	Expiry of the Term

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Charge Number		Price Description	Pricing Mechanism	Time Apportioned	Monthly Year 1 - Service Charge [£ ex VAT]	Monthly Year 2 to 7 - Service Charge [£ ex VAT]	Service Charge Trigger Event	Service Charge Expiration Event
	110	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£6,432.88	£6,267.30	Milestone 4-Implementation Complete	Expiry of the Term
	420	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£6,993.67	£6,813.66	Milestone 4-Implementation Complete	Expiry of the Term
	132	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£6,244.75	£6,084.01	Milestone 4-Implementation Complete	Expiry of the Term
	Test Site	Monthly Service Charge for the services as stated in Schedule 2.1 for site as referenced in Charge Number	Fixed	Yes	£12,804.05	£12,474.47	Milestone 4-Implementation Complete	Expiry of the Term
	MRDUs	Monthly Service Charge for the services as stated in Schedule 2.1 for 19 Mobile Radiation Detection Units	Fixed	Yes	£6,244.75	£6,084.01	Milestone 4-Implementation Complete	Expiry of the Term

AGREEMENT RELATING TO THE SERVICE AND MAINTENANCE OF FIXED AND MOBILE RN DETECTION EQUIPMENT

**Table 2: Implementation Service Charges**

[Redacted]

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EQUIPMENT

**Table 3: Day Rates**

[Redacted]

**Table 4: Detection Equipment**

Standard % increment to base Manufacturer cost	Pricing Mechanism	Equipment Expenditure £	Further Volume Discount %
<b>21.58%</b>	Fixed	£50,000 - £100,000	0
	Fixed	£100,000.01 - £499,999	0
	Fixed	£500,000 +	0
	Fixed	£100,000.01 - £499,999	0
	Fixed	£500,000 +	0

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**Table 5: Spares**

Confirmation (Y/N) that spares will be pass through at cost	Pricing Mechanism
Y	Spares are at pass through rate