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CH Standard Terms
Schedule 3.1 (Charges and Invoicing)

Crown Hosting Standard Terms

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1. Introduction

1.1 This Schedule sets out the provisions relating to:

- (a) Part 1: the calculation of the Charges payable by the Customer; and
- (b) Part 2: the method by which the Supplier shall raise invoices to the Customer for payment, the requirements which apply to such invoices and the payment terms.

2. General

2.1 Subject to the terms of this Call-Off Agreement, the Customer will pay the Charges to the Supplier.

2.2 The Charges shall be the only charges payable by the Customer to the Supplier in respect of the Services and, except as expressly provided otherwise, the Charges:

- (a) shall be deemed to include consideration for all of the Supplier's costs and overheads incurred and profits due in providing the Services or complying with the other obligations set out in this Call-Off Agreement; and
- (b) exclude the costs and expenses incurred by the Supplier in rectifying any Services that do not meet the requirements of this Call-Off Agreement, which shall be borne by the Supplier.

Part 1: Charges

3. Charges for Data Centre Services

3.1 The Charges comprise:

- (a) the Rental Charge;
- (b) the Commissioning Charges;
- (c) the Power Charge; and
- (d) charges for Additional Services (if any).

3.2 The Charges payable by the Customer will be calculated using the mechanism set out in Schedule 3.2 (Pricing) of the Framework Agreement by reference to the Service Request Matrix, adjusted as appropriate to take into account:

- (a) any Volume Rebate to be applied pursuant to paragraph 6 of Schedule 3.2 (Pricing) of the Framework Agreement; and
- (b) any Service Credits to be applied in accordance with paragraph 5 of Schedule 3.3 (Service Levels) of the Framework Agreement.

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- 3.3 Any one-off charges incurred by the Customer shall be added to the next monthly invoice following the date on which the one-off charge is incurred and shall be clearly identified in the invoice.

4. Additional Services

The Charges for any Additional Services which are requested by the Customer shall be calculated in accordance with paragraph 5 of Schedule 3.2 (Pricing) of the Framework Agreement.

Part 2: Invoicing

5. Supplier Invoices

- 5.1 The Supplier shall be entitled to raise an invoice in respect of any payment which falls payable to the Supplier pursuant to this Call-Off Agreement within 30 (thirty) days of the end of the month to which the Charges relate.
- 5.2 Any Charges payable by the Customer to the Supplier shall be invoiced and payable monthly in arrears in accordance with the provisions set out in this Part 2 of this Schedule unless otherwise agreed in writing between the Parties.
- 5.3 The Supplier shall ensure that each invoice contains the following information:
- (a) the date of the invoice;
 - (b) a unique invoice number;
 - (c) the month or other period(s) to which the relevant Charge(s) relate;
 - (d) details of the correct Call-Off Agreement reference;
 - (e) the reference number of the Service Request to which it relates (if any);
 - (f) the dates between which the Services for each of the Charges detailed on the invoice were performed;
 - (g) if required by the Customer, the Customer's cost centre for which each Service was provided;
 - (h) the total Charges before and after the Volume Rebate and any disbursements properly chargeable to the Customer under the terms of this Call-Off Agreement, and any VAT or other sales tax payable in respect of the same showing the application of the Volume Rebate and itemising the individual Deductions and disbursements;
 - (i) details of any Deductions that shall apply to the Charges detailed on the invoice;

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- (j) reference to any reports required by the Customer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Customer, then to any such reports as are validated by the Customer in respect of the Services);
 - (k) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
 - (l) the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code and account name and number).
- 5.4 Each invoice shall at all times be accompanied by sufficient information to enable the Customer to reasonably assess whether the Charges detailed thereon are properly payable ("**Supporting Documentation**"). Any such assessment by the Customer shall not be conclusive. The Supplier undertakes to provide to the Customer any other documentation reasonably required by the Customer from time to time to substantiate an invoice.
- 5.5 The Supplier shall submit all invoices and Supporting Documentation in such format as the Customer may specify from time to time to the address set out in the Call-Off Order Form.
- 5.6 All Supplier invoices shall be expressed in pounds sterling (£) or such other currency as shall be required by the Customer in writing.
- 5.7 The Customer shall only regard an invoice as valid if it complies with the provisions of this paragraph 5. Where any invoice does not conform to the Customer's requirements set out in this Paragraph 5, the Customer may return the disputed invoice to the Supplier. The Supplier shall promptly issue a replacement invoice which shall comply with the provisions of this paragraph 5.

6. Disputed Invoices

- 6.1 If the Customer disputes any invoice:
- (a) the Customer shall notify the Supplier of such disputed invoice and provide details of the specific elements of the invoice which are in dispute;
 - (b) following notification, the disputed invoice shall be immediately deemed void and the Supplier shall re-issue two invoices to the Customer, the first for the disputed sum (the "**Disputed Invoice**") and the second for the undisputed sum (the "**Undisputed Invoice**");
 - (c) paragraph 7 shall apply in respect of the Undisputed Invoice; and
 - (d) either Party may refer the Disputed Invoice to the Dispute Resolution Procedure for resolution.

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7. Payment Terms

Subject to the provisions of Paragraph 5 and 6, the Customer shall make payment to the Supplier within 30 (thirty) days of receipt of a valid and undisputed invoice (together with all Supporting Documentation required by the Customer) by the Customer at its nominated address for invoices.