



Schedule P

CHARGES & PAYMENT

OFFICIAL
SCHEDULE P (CHARGES & PAYMENT) DRAFT CONTRACT C17CSAE/708156451

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1. CHARGES AND PAYMENT FOR SERVICES

- 1.1 This Schedule P sets out the Charges agreed for delivering the Services and the conditions governing the payment of such Charges to the Contractor.
- 1.2 Part 1 of this Schedule defines the Charges agreed for each of the category of Services:
 - 1.2.1 Transition Services;
 - 1.2.2 Core Services;
 - 1.2.3 Parachute Equipment Delivery Services;
 - 1.2.4 Rapid Packing Services;
 - 1.2.5 Non-Core Services; and
 - 1.2.6 Additional Work.
- 1.3 Part 2 of this Schedule defines the conditions that govern the payment of such Charges to the Contractor.

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PART 1 – DESCRIPTION OF CHARGES

1 INTRODUCTION

- 1.1 This Part 1 of Schedule P (Charges & Payment) sets out the Charges agreed for delivering each of the category of Services, and specifies the basis of the Charges for each category of Service, whether 'Firm Price' or 'Fixed Price' and therefore whether subject to Indexation.
- 1.2 This Part 1 of Schedule P (Charges & Payment) also covers the application of Indexation and any adjustment to the Transition Payment Plan in consideration of the Allowable Assumptions.

2 TRANSITION SERVICES CHARGES

- 2.1 The Charges for Transition Services are as specified within Table 1 (Transition Services Charges) of Annex 1 (Service Charges Tables) and are on the basis of a Firm Price.

3 CORE SERVICES CHARGES

- 3.1 The Core Services Charges undertaken during Contract Years 1 and 2 are on the basis of a Firm Price.
- 3.2 The Core Services Charges undertaken during Contract Years 3 to 6 and are on the basis of a Fixed Price and are subject to indexation in accordance with paragraph 11 (Indexation) of this Part 1.
- 3.3 The Core Services Charges are specified within Table 2 (Core Services Charges) of Annex 1 (Service Charges Tables).
- 3.4 The Core Services Charges shall also be subject to adjustment for Service Credits pursuant to paragraph 8 (Service Credits) of this Part 1 and Schedule N (Performance Management).

4 PARACHUTE EQUIPMENT DELIVERY SERVICES CHARGES

- 4.1 The Parachute Equipment Delivery Services Charges undertaken during Contract Years 1 and 2 and are on the basis of a Firm Price.
- 4.2 The Parachute Equipment Delivery Services Charges undertaken during Contract Years 3 to 6 are on the basis of a Fixed Price.
- 4.3 The Parachute Equipment Delivery Services Charges are specified within Table 3 (Parachute Equipment Delivery Services Charges) of Annex 1 (Service Charges Tables).
- 4.4 The Parachute Equipment Delivery Services Charges shall be subject to adjustment for Service Credits pursuant to paragraph 8 (Service Credits) of this Part 1 and Schedule N (Performance Management).

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5 RAPID PACKING SERVICES CHARGES

- 5.1 The Rapid Packing Services Charges undertaken during Contract Years 1 and 2 are on the basis of a Firm Price.
- 5.2 The Rapid Packing Services Charges undertaken during Contract Years 3 to 6 are on the basis of a Fixed Price.
- 5.3 The Rapid Packing Services Charges are specified within Table 4 (Rapid Packing Services Charges Plan) of Annex 1 (Service Charges Tables).
- 5.4 The Rapid Packing Services Charges shall be subject to adjustment for Service Credits pursuant to paragraph 8 (Service Credits) of this Part 1 and Schedule N (Performance Management).

6 NON-CORE SERVICES CHARGES

- 6.1 The Non-Core Services Charges for Contract Years 1 and 2 are as specified within Table 5 (Non-Core Services) of Annex 1 (Service Charges Tables) and are on the basis of a Firm Price.
- 6.2 The Non-Core Services Charges for Contract Years 3 to 6 are as specified within Table 5 (Non-Core Services) of Annex 1 (Service Charges Tables) and are on the basis of a Fixed Price.

7 STANDARD REPAIR CHARGES

- 7.1 The Standard Repair Charges for Contract Years 1 and 2 are as specified within Table 8 (Standard Repair Charges) of Annex 1 (Service Charges Tables) and are on the basis of a Firm Price.
- 7.2 The Standard Repair Charges for Contract Years 3 to 6 are as specified within Table 8 (Standard Repair Charges) of Annex 1 (Service Charges Tables) and are on the basis of a Fixed Price.
- 7.3 The Authority may exercise any of the Standard Repair bands out of sequence and, if deemed necessary by the Authority, exercise any band more than once in any Contract Year.

8 SERVICE CREDITS

- 8.1 Service Credits shall be calculated in accordance with Schedule N (Performance Management).
- 8.2 Service Credits are a reduction of the Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and the amounts are stated as exclusive of UK VAT.
- 8.3 Any Service Credits that accrue during a Service Period shall be deducted from the applicable Charges payable for the next following Service Period. An invoice for Charges for Services shall not be payable by the Authority unless all adjustments (including Service Credits) relating to the Charges for the immediately preceding Service Period have been agreed.

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- 8.4 Service Credits shall be shown as a deduction from the amount due from the Authority to the Contractor in the invoice for the Service Period immediately succeeding the Service Period to which they relate. If no further Charges fall due after the Service Credits accrue, the Contractor shall issue a credit note to the Authority and a sum equal to the amount of any such Service Credits then outstanding shall be repayable to the Authority as a debt.

9 SPECIAL INSTRUCTIONS (TECHNICAL)

- 9.1 Charges for any Special Instructions (Technical) authorised by the Authority pursuant to the Service Requirements set out in Annex 1 (Service Requirements) of Schedule D (Specification) of the Contract are to be calculated based upon the actual costs incurred by the Contractor in performing the work in accordance with the Special Instructions (Technical) Notice issued by the Authority.
- 9.2 The actual cost for each Special Instructions (Technical) is to be calculated upon completion of the work by reference to the Additional Work pricing mechanism at paragraph 10 (Additional Work) of this Part 1.
- 9.3 The Contractor shall proceed with Special Instructions (Technical) up to a maximum of [Redacted on grounds of Commercial Interests under Section 43 the Freedom of Information Act 2000] per Contract Year. The Contractor shall not exceed such maximums unless authorised in writing by the Authority's Commercial Officer.
- 9.4 The maximum Charges for Special Instructions (Technical) are as recorded within Table 9 (Special Instructions (Technical)) of Annex 1 (Service Charges Tables) of this Schedule and are Firm Price for Contract Years 1 and 2 and Fixed Price for Contract Years 3 to 6.
- 9.5 The Authority may, from time to time, request to increase the maximum hours and Reimbursable Expenses recorded in Table 9 (Special Instructions (Technical)) of Annex 1 of this Schedule. Such adjustments shall be subject to a Change to the Contract.

10 ADDITIONAL WORK

- 10.1 Charges for any Additional Work authorised by the Authority pursuant to Clause B.7 (Additional Work) of the Contract is to be calculated by reference to the following pricing mechanism:
- 10.1.1 the labour hours multiplied by the hourly rate set out in Table 6 (Hourly Rate) of Annex 1 (Service Charges Tables); plus
- 10.1.2 Reimbursable Expenses, provided that such Reimbursable Expenses are supported by Supporting Documentation; plus
- 10.1.3 the Contract Profit Rate set out in Table 7 (Contract Profit Rate) of Annex 1 (Service Charges Tables).
- 10.2 The formula for calculating the Charges for Additional Work is:

$$\mathbf{ACW} = ((\mathbf{LH} \times \mathbf{HR}) + \mathbf{RE}) + \mathbf{CPR}$$

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Where:

LH	represents the Contractor's estimated labour hours to complete the Additional Work.
HR	represents the hourly rate set out in Table 6 of Annex 1 of this Schedule.
RE	represents the Contractor's Reimbursable Expenses.
CPR	represents Contract Profit Rate set out in Table 7 of Annex 1 of this Schedule.
ACW	represents the calculated total Additional Work charge.

10.3 The Authority shall provide a copy of its current expenses policy to the Supplier upon request.

10.4 The Additional Work charges shall be calculated as a Firm Price, save for the hourly rates as set out in Table 6 (Hourly Rate) of Annex 1 (Service Charges Tables) which are Fixed Price in Contract Years 3 to 6.

11 INDEXATION

11.1 Those Charges identified above as being calculated by reference to a "Firm Price" shall not be subject to Indexation.

11.2 Those Charges identified above as being calculated by reference to a "Fixed Price" shall be subject to increase by way of Indexation in accordance with this paragraph 11.

11.3 The Charges are fixed at 2024 price levels. Such Fixed Prices do not include provision beyond this date for increases or decreases in the market price of the Services and/or the Articles being purchased. Any such variation in prices shall be calculated in accordance with the following formula:

11.3.1 For prices identified as Fixed and subject to Index HSGG (Professional, Scientific and Technical Services) in Annex 1 (Service Charges Tables):

$$V = P (a+b (O_i/O_0)) - P$$

Where:

V represents the variation of price

P represents the Fixed Price

O represents HSGG (Professional, Scientific and Technical Services) (the index)

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O0 represents the average OUTPUT price Index figure for the base period (the base period being the twelve-month average of the Output Price Index prior to the Effective Date)

O_i represents the average OUTPUT price Index figure for the twelve-month period prior to the scheduled payment date

A = 0 (the Non- Variable Element (NVE))

b = 1 (the Variable Element)

a+b=1

11.3.2 The Index referred to above shall be taken from the following Tables:

OUTPUT Price Index - e.g. ONS Publication MM22 Table 2 'Price Indices of UK OUTPUT: All Manufacturing and Selected Industries', or, Table 4 'Price Indices of Products Manufactured in the UK'.

- 11.4 In the event that any material changes are made to the indices (for example, a revised statistical base date) during the period of the Contract and before final adjustment of the final Contract Price, then the re-basing methodology outlined by the Office for National Statistics (the series providers) to match the original index to the new series shall be applied.
- 11.5 In the event the agreed index or indices ceases to be published (e.g. because of a change in the Standard Industrial Classification) the Authority shall, at its sole discretion, specify an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original Index. The methodology outlined by the Office for National Statistics used for rebasing indices (as in paragraph 11.4 above) shall then be applied.
- 11.6 Notwithstanding the above, any extant index or indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.
- 11.7 The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.
- 11.8 The applicable Charges shall be adjusted taking into account the effect of the above formula set out in paragraph 11.3 above as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.
- 11.9 Claims under this paragraph shall be submitted to the bill paying branch, certified to the effect that the "requirements of this paragraph 11" have been met.

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12 ALLOWABLE ASSUMPTIONS

- 12.1 The Authority and Contractor shall determine whether the Transition Payment Plan within Part 2 (Payment) of this Schedule remains accurate with reference to the Allowable Assumption detailed in Table 1 below within the Verification Period.

Description of proposed Allowable Assumption	Impact if the Allowable Assumption is not accurate
Assumed Contract Effective Date of 15th November 2024 or within (and including) + or – 25 Business Days.	Reprofile of Transition Services Charges within Table 1 (Transition Payment Plan) of Part 2 (Payment) of this Schedule, subject to this paragraph 12, to take account of the Allowable Assumption.

Table 1 – Allowable Assumption

- 12.2 Within ten (10) Business Days of the end of the Verification Period, the Contractor shall provide the Authority with a written report setting out the results of the Contractor's verification activity for the Allowable Assumption, including whether the Allowable Assumption is accurate or whether the Transition Payment Plan requires adjustment.
- 12.3 Where the Parties agree that the Allowable Assumption is not accurate and the Transition Payment Plan requires adjusting:
- 12.3.1 the Contractor shall take all reasonable steps to mitigate any impact of the Allowable Assumption on the Transition Services Charges;
- 12.3.2 the Contractor shall propose a Change to adjust the Transition Payment Plan equally redistributing the Transition Service Charges across the Transition Period to take account of the Allowable Assumption. No Transition Payment Plan payments shall be claimable until such time as the Parties implement such Change; and
- 12.3.3 the Contractor may, subject to paragraph 12.3.4, propose a Change to take account of the impact of the adjustment of the Allowable Assumption; and
- 12.3.4 where the Contractor proposes a Change to the Transition Charges pursuant to paragraph 12.3.3, the Change shall not exceed the maximum sum payable by the Authority to the Contractor in relation to the Transition Services as specified in Table 1 (Transition Services Charges) of Annex 1 (Services Charges Tables) of this Schedule.

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PART 2 - PAYMENT

1 THE PAYMENT PROCESS

- 1.1 This Part 2 of Schedule P (Charges & Payment) sets out the conditions that govern the payment of the Charges for each category of Services, including any variation to the payment of Charges payable under the Contract.

2 PAYMENT OF TRANSITION SERVICES CHARGES

- 2.1 The Transition Services Charges payments are specified within the Transition Services Charges Payment Plan detailed within Table 1 (Transition Payment Plan) of Annex 2 (Services Charges Payment Tables).
- 2.2 Payment of the Transition Services Charges may be claimed by the Contractor monthly in arrears. Such payments may be invoiced by the Contractor on the last working day of each Month. Such invoices shall only be deemed valid if supported by written evidence demonstrating that the Contractor has completed all activity within the timescales set out in the Transition Services Charges Payment Plan.

3 PAYMENT OF CORE SERVICES CHARGES

- 3.1 Each Core Service to which a Core Services Charge relates shall be invoiced by the Supplier quarterly in arrears in accordance with the Core Services Charges Payment Plan detailed within Table 2 (Core Services Charges Payment Plan) of Annex 2 (Services Charges Payment Tables).
- 3.2 An invoice for a Core Services Charges payment shall not be deemed valid unless:
- 3.2.1 The Contractor has received a duly authorised Anchor Milestone Achievement Certificate for Anchor Milestone 1; and
- 3.2.2 The Contractor has delivered all Contractor Deliverables as set out within Schedule G (Contractor Deliverables) due within the period for which payment is claimed; and
- 3.2.3 Any adjustments, including Service Credits pursuant to paragraph 3.4 (Core Services Charges) and paragraph 8 (Service Credits) of Part 1 of this Schedule, relating to the Charges have been correctly calculated and applied to the invoice.

4 PAYMENT OF PARACHUTE EQUIPMENT DELIVERY SERVICES CHARGES

- 4.1 Parachute Equipment Delivery Services Charges shall be invoiced by the Contractor quarterly in arrears in accordance with the Parachute Equipment Delivery Services Charges Payment Plan detailed within Table 3 (Parachute Equipment Delivery Services Payment Plan) of Annex 2 (Services Charges Payment Tables).
- 4.2 An invoice for each Parachute Equipment Delivery Services Charge shall not be deemed valid unless the Contractor is in receipt of a duly accepted Quarterly Contract Progress Report in accordance with Schedule G (Contractor Deliverables) for the period being claimed for payment. No other form of notice shall be deemed acceptable for entitlement to such payments.

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- 4.3 An invoice for a Parachute Equipment Delivery Services Charges payment shall not be deemed valid unless any adjustments, including Service Credits pursuant paragraph 4.4 (Parachute Equipment Delivery Services Charges) and paragraph 8 (Service Credits) of Part 1, relating to the Charges have been correctly calculated and applied to the invoice.

Payment upon Transferring between Services

- 4.4 The Contractor shall be entitled to claim the Parachute Equipment Delivery Services Charges for the period following transfer or a pro-rata amount if transfer occurs during a quarterly payment period.

Contractor Failure

- 4.5 The Parachute Equipment Delivery Service Charges shall only be payable for successful completion of the Services within the applicable Service Period.

Payment upon Service Delivery Plan Variation

- 4.6 The Contractor shall be entitled to claim the Parachute Equipment Delivery Services Charges for the period following a change of the Service Delivery Plan band or a pro-rata amount if variation occurs during a quarterly payment period.

Payment upon Onboarding New Parachute Equipment or Offboarding Existing Parachute Equipment

- 4.7 The Contractor shall be entitled to claim the Parachute Equipment Delivery Services Charges for the period following the onboarding of new Parachute Equipment on a pro-rata basis if such onboarding occurs during a quarterly payment period. Similarly if Parachute Equipment is offboarded during a quarterly payment period, the Contractor must only claim the Parachute Equipment Delivery Services Charges in respect of such Equipment for the period prior to the offboarding and on a pro-rata basis.

5 PAYMENT OF RAPID PACKING SERVICES CHARGES

- 5.1 Rapid Packing Services Charges shall be invoiced by the Contractor quarterly in arrears in accordance with the Rapid Packing Services Charges Payment Plan detailed within Table 4 (Rapid Packing Services Payment Plan) of Annex 2 (Services Charges Payment Tables).
- 5.2 An invoice for each Rapid Packing Services Charge shall not be deemed valid unless the Contractor is in receipt of a duly accepted Quarterly Contract Progress Report in accordance with Schedule G (Contractor Deliverables) for the period being claimed for payment. No other form of notice shall be deemed acceptable for entitlement to such payments.
- 5.3 An invoice for a Rapid Packing Services Charges payment shall not be deemed valid unless any adjustments, including Service Credits pursuant paragraph 5.4 (Rapid Packing Services Charges) and paragraph 8 (Service Credits) of Part 1, relating to the Charges have been correctly calculated and applied to the invoice.

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Payment Upon Transferring between Services

- 5.4 The Contractor shall be entitled to claim the Rapid Packing Services Charges for the period following transfer to the Service in accordance with the provisions of Section 1 (Parachute Equipment Delivery Services) of Annex 1 (Service Requirements) of Schedule D (Specification) or a pro-rata amount if transfer to the Service occurs during a Service Period.

Contractor Failure

- 5.5 The Rapid Packing Services Charges shall only be payable for successful completion of the Services within the applicable Service Period.

Payment Upon Service Delivery Plan Variation

- 5.6 The Contractor shall be entitled to claim the Parachute Equipment Delivery Services Charges for the period following a change of the Service Delivery Plan band or a pro-rata amount if variation occurs during a quarterly payment period.

6 PAYMENT OF NON-CORE SERVICES CHARGES

- 6.1 The Contractor may claim payment for duly authorised Non-Core Services Charges on completion of the work following submission of the Completion Notice (see Schedule I (Non-Core Services Order Form)) by submitting an invoice for the relevant Non-Core Services Charges payments detailed within Table 5 (Non-Core Services) of Annex 1 (Services Charges Tables).
- 6.2 An invoice for Non-Core Services Charges shall not be deemed valid unless the Contractor is in receipt of Authority Confirmation of Completion within a duly authorised Non-Core Services Order Form. No other form of notice shall be deemed acceptable for entitlement to payment for Non-Core Services Charges.

7 PAYMENT OF STANDARD REPAIR CHARGES

- 7.1 Standard Repair Charges shall be invoiced by the Contractor quarterly in arrears in accordance with the Standard Repair Charges Payment Plan detailed within Table 5 (Standard Repairs Charges Payment Plan) of Annex 2 (Services Charges Payment Tables).
- 7.2 An invoice for each Standard Repair Charge shall not be deemed valid unless the Contractor is in receipt of a duly accepted Contract Status Report in accordance with Schedule G (Contractor Deliverables) for the period being claimed for payment. No other form of evidence shall be deemed acceptable for entitlement to such payments.
- 7.3 An invoice for a Standard Repair Charge payment shall not be deemed valid unless any adjustments relating to the Charges have been correctly calculated and applied to the invoice.

8 PAYMENT OF CHARGES FOR SPECIAL INSTRUCTIONS (TECHNICAL)

- 8.1 The Contractor may claim payment of Charges for duly authorised Special Instructions (Technical) upon completion of the work by submitting an invoice for the agreed Charges calculated in accordance with Part 1 of this Schedule.

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- 8.2 An invoice for the relevant Charges shall not be deemed valid unless the Authority has completed the 'task completion' section of the Special Instructions (Technical) Notice recording that the Special Instruction (Technical) has been completed. No other form of notice shall be deemed acceptable for entitlement to payment of Charges for Special Instructions (Technical).

9 PAYMENT OF CHARGES FOR ADDITIONAL WORK

- 9.1 The Contractor may claim payment of Charges for duly authorised Additional Work upon completion of the work by submitting an invoice for the agreed Additional Work calculated in accordance with Part 1 of this Schedule.
- 9.2 An invoice for the Charges for Additional Work shall not be deemed valid unless the Authority has confirmed in writing that the Additional Work has been accepted. No other form of notice shall be deemed acceptable for entitlement to payment for Additional Work.

10 CONTRACTOR INVOICES

- 10.1 Each invoice issued by the Contractor 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 Contractor undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time in order to substantiate an invoice.
- 10.2 The Contractor shall submit all invoices and Supporting Documentation to the addresses specified in the Contract with a copy to such other person and at such place as the Authority may notify to the Contractor from time to time.
- 10.3 All Contractor invoices shall be expressed in £ GBP.

ANNEX 1
SERVICES CHARGES TABLES

See separate document attached

ANNEX 2

SERVICE CHARGES PAYMENT TABLES

1. The Contractor shall, subject to the provisions this Schedule P (Charges and Payment), be able to claim payment of the Service Charges payments in accordance with the Service Charges payment plans detailed in the relevant tables set out in the separate document provided with the draft Contract.

See separate document attached