

Call-Off Schedule 5 (Pricing Details)

1. How Charges Are Calculated

- 1.1 The Charges:
 - 1.1.1 shall be calculated in accordance with the terms of Framework Schedule 3 (Framework Prices) and this Call-Off Schedule 5;
 - 1.1.2 cannot be increased except as specifically permitted by this Call-Off Schedule 5 and in particular shall only be subject to Indexation where specifically stated in the Order Form; and
- 1.2 Any variation to the Charges payable under a Call-Off Contract must be agreed between the Supplier and the Authority and implemented using the procedure set out in this Call-Off Schedule 5.

2. The Pricing Mechanisms

The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in the Call-Off Contract.

3. Are Costs and Expenses Included in the Charges?

- 3.1 the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:
 - 3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data inter-change costs or other telecommunications charges; or
 - 3.1.2 costs incurred prior to the commencement of the Call-Off Contract.

4. When the Supplier Can Ask to Change the Charges

- 4.1 The Charges will be fixed for the first **two** years following the Call-Off Start Date (the date of expiry of such period is a "**Review Date**"). After this Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "**Review Date**").
- 4.2 The Supplier shall give the Authority at least 3 Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.
- 4.3 Any notice requesting an increase shall include:
 - 4.3.1 a list of the Charges to be reviewed;
 - 4.3.2 for each of the Charges under review, written evidence of the justification for the requested increase including:
 - a breakdown of the profit and cost components that comprise the relevant part of the Charges;
 - details of the movement in the different identified cost components of the relevant Charge;
 - reasons for the movement in the different identified cost components of the relevant Charge;
 - evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
 - evidence that the Supplier's profit component of the relevant Charge is no greater than that applying to Charges using the same pricing mechanism as at the Call-

Off Start Date.

- 4.4 The Authority shall consider each request for a price increase. The Authority may grant Approval to an increase at its sole discretion.
- 4.5 Where the Authority approves an increase then it will be implemented from the first Working Day following the relevant Review Date or such later date as the Authority may determine at its sole discretion and Annex 1 shall be updated accordingly.

5. Other Events That Allow The Supplier To Change The Charges

- 5.1 The Charges can also be varied (and Annex 1 will be updated accordingly) due to:
 - 5.1.1 a Specific Change in Law;
 - 5.1.2 a request from the Supplier, which it can make at any time, to decrease the Charges; and
 - 5.1.3 Indexation, where Annex 1 states that a particular Charge or any component is "subject to Indexation" in which event Paragraph 6 below shall apply.

6. When the Charges are linked to inflation

- 6.1 Where the Charges are stated to be "subject to Indexation" they shall be adjusted in line with changes in the Services Producer Price Index ("SPPI") Professional, Scientific and Technical Services (the "**Index**") pursuant to Paragraph 6.4. All other costs, expenses, fees and charges shall not 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.
- 6.2 The following costs, expenses, fees or charges included in the Charges shall not be subject to adjustment under this Paragraph 6 and shall not be included in the relevant amount or sum for the purposes of Paragraph 6.1:
 - 6.2.1 Any costs charged by the Supplier to the Authority in respect of Supplier Assets or Authority Assets (including capital costs and installation, maintenance and support costs) which are incurred by the Supplier prior to the relevant adjustment date but which remain to be recovered through the Charges.
- 6.3 Charges shall not be Indexed during the first two (2) years following Call-Off Start Date (the "Call Off Contract **Non-Indexation Period**").
- 6.4 Where Annex 1 states a Charge is subject to Indexation then it will be indexed from the day after the Call Off Contract Indexation Period has expired. The Charges will be adjusted to reflect the percentage change in the Index during the one-year period ending on the last day of the Call Off Contract Non-Indexation Period. Subsequent adjustments shall take place on each following yearly anniversary of the day after the last day of the Call off Contract Non-Indexation Period to reflect the percentage change in the Index during the previous twelve months.
- 6.5 Where the Index:
 - 6.5.1 used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless the Authority and the Supplier agree otherwise; or
 - 6.5.2 is no longer published, the Authority and the Supplier shall agree an appropriate replacement index which shall cover to the maximum extent possible the same economic activities as the original index.

7. You Will Be Reimbursed For Travel and Subsistence

- 7.1 Expenses shall only be recoverable where:
 - 7.1.1 the Time and Materials pricing mechanism is used; and
 - 7.1.2 the Order Form states that recovery is permitted; and
 - 7.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.

- 7.2 The Authority shall provide a copy of their current expenses policy to the Supplier upon request.

Annex 1: Rates and Prices

Table 1: Time and Materials & Firm Pricing Rates

The Supplier (and its Subcontractor) shall not be entitled to include any uplift for risks or contingencies within its day rates

The rates below shall be subject to variation by way of Indexation

Staff Grade	Day Rate (£)
Partner	[REDACTED]
Director / Managing Consultant	[REDACTED]
Principal Consultant / Associate Director	[REDACTED]
Senior Consultant / Engagement Manager / Project Lead	[REDACTED]
Consultant	[REDACTED]
Junior Consultant / Analyst	[REDACTED]