

## SCHEDULE 5

### Call-Off Schedule 5 - Pricing Details

In this Schedule, the following definition shall apply:

"Previous Service Month" is the month (referred to as "n-1") immediately prior to the month "n" as outlined in this Schedule 5;

#### 1. Calculation Of The Charges

1.1 The Price for the Service Provided to Date shall be:

1.1.1 calculated on the basis of the rates and prices specified in the Price List;

1.1.2 paid in accordance with the provisions of Core Clause 50 in respect of each month (or part month where applicable) during the Service Period for full and proper performance by the *Service Provider* of its obligations under the contract; and

1.1.3 paid in accordance with the provisions of Core Clause 50 ("**Monthly Payments**") which shall be calculated in accordance with paragraph 1.2 below.

1.2 Subject to paragraphs 1.3 and 1.4 below, the Monthly Payment (MP<sub>n</sub>), in respect of a month "n" shall be calculated in accordance with the following formula:

$$MP_n = BMP_n + PTC_{n-1} + WO_{n-1} + TRP_{n-1} - PA_{n-1}$$

where:

<b>MP<sub>n</sub></b>	is the Monthly Payment to be determined in respect of the month "n";
<b>BMP<sub>n</sub></b>	is the Baseline Monthly Payment (defined in paragraph 2 below) for month "n" which is calculated in accordance with paragraph 2 below;
<b>PTC<sub>n-1</sub></b>	is the Pass Through Costs (defined in paragraph 3 below) due in respect of the Previous Service Month which is calculated in accordance with paragraph 3 below;
<b>WO<sub>n-1</sub></b>	is the total price for Project Orders and Service Orders which have been completed in the Previous Service Month which shall be calculated in accordance with paragraph 4 below;
<b>TRP<sub>n-1</sub></b>	is the monthly TUPE risk premium payable for the Previous Service Month calculated in accordance with Schedule 16 (Call

	Off Schedule 28 - TUPE Surcharge) ("Monthly TUPE Risk Premium") and
<b>PA<sub>n-1</sub></b>	is the KPI Credit (as defined in the Performance Table) in respect of the Previous Service Month off set against the Earn Back Amount (as defined in the Performance Table) due (if applicable) for the current month.

1.3 The Monthly Payment due at the final assessment date at the end of the Service Period carried out under Core Clause 54 will be calculated in accordance with the following formula which will supersede the formula in paragraph 1.2 above (and all terminology used in the following formula will have the same meaning as provided for in paragraph 1.2 above):

$$MP_n = BMP_n + PTC_{n-1} + WO_{n-1} + TRP_{n-1} - (2 \times PA_{n-1})$$

1.4 The final amount due assessed under Core Clause 54 will be calculated to account for:

1.4.1 the KPI Credit calculated in respect of the final month;

1.4.2 the Pass Through Costs incurred within the final month;

1.4.3 the Monthly TUPE Risk Premium payable in respect of the final month;

1.4.4 any Earn Back Amount payable in respect of the final month; and

1.4.5 the total price for Service Orders and Project Orders which have been completed in the final service month,

and such balancing payment will be paid to, or deducted from, the sums due to the *Service Provider* following the assessment of the *Service Provider's* performance in the final month of the Service Period.

1.5 The Baseline Monthly Payment shall include all costs and expenses relating to the *service* and/or the *Service Provider's* performance of its obligations under this contract and no further amounts shall be payable by the *Client* to the *Service Provider* in respect of such performance except in relation to any amounts which are expressly recoverable as part of a Project Order or Service Order payment or Pass Through Cost.

## 2. Baseline Monthly Payment

2.1 The baseline monthly payment ("**Baseline Monthly Payment**") payable in respect of each month shall be set by reference to the Price List.

### 3. Pass Through Costs

3.1 The *Service Provider* is entitled to claim third party costs incurred by the *Service Provider* in connection with the provision of the *service* that are passed through to the *Client* with no additional mark-ups and to which the Fee does not apply ("**Pass Through Costs**") provided that:

3.1.1 only those types of Pass Through Costs set out in Annex 1 to this Schedule shall be recoverable;

3.1.2 the Pass Through Costs shall only be recoverable where they are incurred in accordance with the guidelines that the *Service Manager* may issue to the *Service Provider* from time to time;

3.1.3 the *Service Provider* shall not be entitled to charge any additional amount on top of the Pass Through Costs including any margin, mark up or uplift costs; and

3.1.4 any claim for Pass Through Costs shall be supported by such documentation as the *Client* may request from time to time.

### 4. Project Orders and Service Orders

4.1 The price for Service Orders shall be calculated using the rates and Prices in the Price List. The price for Project Orders shall be determined pursuant to the Project Order process set out in clause X27.

### 5. Pricing For Changes to Scope or Affected Property

5.1 To enable the effective calculation of any possible change to Scope or Affected Property, during the mobilisation stage, the *Service Provider* shall provide to the *Client* a full breakdown of how the Price has been built-up for each service line (per building) and a breakdown of the Fee. These costs breakdowns will be used as the baseline to calculate any assessment of a compensation event.

5.2 Not Used.

5.3 The *Service Provider* is responsible for ensuring that a Data Validation Audit and Asset Verification Audit is undertaken during the mobilisation period and completed within the first 6 months commencing from the Full Service Commencement Date to verify the Due Diligence Information. The *Service Provider* shall not be entitled to any amendments to the Price or any other amounts for any inaccuracies in the Due Diligence Information identified after the date 6 months following the Full Service Commencement Date.

5.3.1 Notwithstanding clause Z13, where errors, inaccuracies or omissions in the *service* or Affected Property data provided by the *Client* prior to signature of this contract are identified by the *Service Provider* during the mobilisation period and within

the first 6 months commencing from the Full Service Commencement Date, the following shall apply:

5.3.1.1 The *Service Provider* may within the first 6 months commencing from the Full Service Commencement Date by issuing a quotation in a form to be agreed with the Service Manager request an adjustment to the pricing where the *Service Provider* can present written evidence that the Due Diligence Information provided by the *Client* prior to entering into this contract contained errors, inaccuracies or omissions that led to incorrect pricing by the *Service Provider*. Where a variation is agreed the Prices shall not exceed the capped unit-of-measure rates provided in the Framework Contract; and

5.3.1.2 Where *services* for which no Framework Contract unit-of-measure rate applies are ordered under this contract the *Service Provider* may within the first 6 months commencing from the Full Service Commencement Date by issuing a quotation in a form to be agreed with the Service Manager request an adjustment to the pricing under this contract where the *Service Provider* can present written evidence that the Due Diligence Information provided by the *Client* prior to entering into this contract contained errors, inaccuracies or omissions that led to incorrect pricing by the *Service Provider*; and

5.3.1.3 The *Service Provider* and *Service Manager* shall, within the first 6 months commencing from the Full Service Commencement Date, actively collaborate with each other to mitigate the impact of any price variation associated with errors, omissions, discrepancies, or other differences in the asset list provided by the Client prior to signature of this contract and used by the *Service Provider* to calculate its Price.

## Annex 1

### Pass Through Costs

Cost Description
Cleaning: Absorbent granules and spill kits (with the exception of laboratories' spill kits)
Consumables for reprographic units
First aid pass consumables
Fuels: Biomass fuel / oil / gasses / gas cylinders
Generator hire costs
Cold storage rental costs
Incinerator ash testing
Laundry charges
Liquid nitrogen / liquid argon gas
Mail: Consumables

Mail: Courier
Mail: PO Box annual fee
Pensions: the accruing superannuation liability charge payable to the Civil Service Pension Scheme as described in clause 7.1.7 of the CSPS Admission Agreement (as defined in Schedule 2) excluding for the avoidance of doubt any contributions which arise due to the exercise of any discretion by the <i>Service Provider</i>
Postage costs (including postage, franking, special courier, diplomatic bag, and mistrial pouch services)
Meeting/conference room consumables
Waste: Animal waste, including bedding and carcasses
Waste: Chemical waste
Waste: Clinical waste (including sharps)
Waste: Effluents, leachate, and sludge from contaminated sites
Waste: Hazardous waste (including WEEE waste)
Toilets: Consumables