

SCHEDULE 4

MANAGEMENT LEVY

1. Information required from the DPS Consultant

- 1.1.1 Promptly after the Start Date of a Call Off Contract, the DPS Consultant shall provide an e-mail and/or postal address to which the Client will send reporting requests and invoices for the Management Levy.
- 1.1.2 The DPS Consultant shall also provide at least one contact name and details where any queries, relating to invoicing, can be sent. The Client is to be notified, in writing, of any changes.

2. Reporting to the Client

- 2.1 On a quarterly basis, the Client will request that the DPS Consultant provides a full and accurate record of all invoices raised during the preceding three month period relating to Call Off Contracts via this DPS (**Management Report.**)
- 2.2 The information will be presented in an electronic format prescribed by the Client, at no charge to the Client. No changes to the format should be made, without the express instruction of the Client.
- 2.3 As a minimum, the Management Report will request:
 - a) Details of any 'live' Call Off Contracts i.e. Services are being delivered or invoiced within the reporting period; and
 - b) Details of any invoices raised during the reporting period, including the date raised and the invoice value.
- 2.4 The DPS Consultant must respond to the reporting request by the deadline stated by the Client. If no invoices have been raised during the reporting period, then the DPS Consultant must declare this within the Management Report.
- 2.5 All figures stated must be in pounds sterling.

3. Payment procedure – Management Levy

- 3.1 The Client will review the contents of the submitted Management Reports and shall invoice the DPS Consultant for the Management Levy payable for reporting period to which the Management Report relates.
- 3.2 The Management Levy payable will:
 - a) exclude VAT (payable on provision of a valid VAT invoice);
 - b) exclude all costs connected with the delivery of Services; and
 - c) be calculated as 3.00% of the Call Off Contract sum.

- 3.3 Payment of undisputed invoices will be made by the DPS Consultant within 30 days of receipt of invoice from the Client.
- 3.4 In instances of non-payment, the Client may:
- a) issue reminders to DPS Consultant that the invoice payment is due/overdue;
 - b) charge the DPS Consultant statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;
 - c) issue a yellow or red card in accordance with the provisions set in Schedule 3 of the DPS Terms & Conditions;
 - d) suspend the DPS Consultant from the agreement until such time that overdue invoices are paid; and/or
 - e) terminating the relevant Call Off Contract(s).

4. Errors and omissions

- 4.1 If errors and/or omissions are identified on a Management Report (either current or historic) by any party, the DPS Consultant must provide a corrected Management Report before the date of the next report and not more than five (5) Working Days following the identification of the error.
- 4.2 If two or more incorrect Management Reports are submitted within any 12 month period or two or more Management Reports are not received within any 12 month period, the Client reserves the right to:
- a) issue a yellow or red card in accordance with the provisions set in Schedule 3 of the DPS Terms & Conditions.
 - b) charge an admin fee for reasonable costs incurred in rectifying the incorrect Management Report / sending reminders for missing Reports.
- 4.3 The admin fee will be calculated as:
- a) the time input required to rectify the incorrect Management Report / send reminders for missing Reports; or
 - b) the average Management Levy paid or payable by the DPS Consultant in the previous six (6) Month period (where applicable); or
 - c) the sum of five hundred pounds (£500);
- which ever cost is higher.
- 4.4 If the DPS Consultant provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of the Client and the Management Information demonstrates that:
- 4.5 Where it is agreed by all parties that the DPS Consultant has overpaid the Management Levy, then the DPS Consultant shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable.

- 4.6 Where it is agreed by all parties that the DPS Consultant has underpaid the Management Levy, then the Client shall be entitled to immediate payment, with interest and any Admin Fees applied.